

Renard U. Johnson  
Mayor

Dionne Mack  
City Manager



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

**\*\*\* REVISED \*\*\***

## **AGENDA FOR THE REGULAR COUNCIL MEETING**

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**January 20, 2026**  
**COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY**  
**9:00 AM**

**Teleconference phone number: 1-915-213-4096**  
**Toll free number: 1-833-664-9267**  
**Conference ID: 990-362-045#**

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on January 20, 2026 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

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

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

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

**At the prompt, please enter Conference ID: 990-362-045#**

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

**For Call to the Public:**

**<https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397>**

**To Speak on Agenda Items:**

**<https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb>**

**9:00 A.M. PLEDGE OF ALLEGIANCE**

**Tippin Elementary School at the Invitation of City Representative Alejandra Chávez**

**Dalton Rava  
Joey Fernandez  
Ralf Fernandez  
Holly Haddad  
Vivian Ramos  
Derek Ramos  
Kiarah Martinez  
Analucia Vargas  
Lincoln Bates  
Noelle Perez  
Cain Perez  
DiMatteo Carrera**

**MAYOR'S PROCLAMATIONS**

**El Paso Police Department Chaplains' Day**

**Krystall Poppin Day**

**Habitat for Humanity Day**

**National Point-In-Time Week**

**La Nube STEAM Discovery Center Day**

**10:00 A.M. ROLL CALL**

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

**INVOCATION BY EL PASO POLICE CHAPLAIN AND CHABAD LUBAVITCH OF EL PASO  
RABBI LEVI GREENBERG**

**PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS**

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

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



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

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

## **NOTICE TO THE PUBLIC**

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

## **CONSENT AGENDA - APPROVAL OF MINUTES:**

1. Approval of the Minutes of the Regular City Council Meeting of January 6, 2026. [26-0133](#)

### **All Districts**

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

## **CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS [26-0041](#)

## **CONSENT AGENDA - RESOLUTIONS:**

3. A Resolution that the City Manager, or designee, be authorized to deprogram the proposed "Montana to I-10 EP Electric Corridor, Section D" due to insufficient available budget, and "Palisades Trailhead" due to the inability to enter into an agreement with an adjacent owner. [26-0123](#)

### **Districts 7, 8**

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

4. A Resolution amending Schedule C of the FY2026 Budget to add a \$50 registration fee for dogs designated as 'Vicious Dogs' under Section 7.12.070 of the City Code. The fee aligns with the new regulations established in the companion ordinances, creating Sections 7.12.070 and 7.12.080, which define and regulate aggressive and vicious dogs. [26-0017](#)

### **All Districts**

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

5. A Resolution authorizing the City Manager or designee to sign a Memorandum of Understanding (MOU) with El Paso Electric Company (EPE), City of El Paso (CEP), El Paso Community Action Program Project BRAVO, Inc., also known as Project Bravo (PB), and CLEAResult Consulting Inc., for the sole use of the Low-Income Assistance Funds contemplated in Section 1.2.4 of the Franchise Amendment Ordinance 019022, for the installation of Cool Roofs for low-income homes within El Paso city limits. [26-0105](#)
- All Districts**  
Strategic and Legislative Affairs, Fernando Berjano, (915) 337-2517
6. A Resolution authorizing the City Manager or designee to apply and submit, to the Public Safety Office of the State of Texas, grant application number 3952707 for the City of El Paso Police Department project identified as "Project Safe Neighborhoods FY2027," to provide financial assistance to the City of El Paso. Requesting \$33,000.00, no cash match is required. Grant period will be from October 1, 2026 - September 30, 2027. [26-0134](#)
- All Districts**  
Police, Assistant Chief Humberto Talamantes, (915) 212-4309
7. A Resolution authorizing the City Manager or designee to apply and submit to the Public Safety Office of the State of Texas, grant application number 5684401, for the City of El Paso Police Department project identified as "Peace Officer Mental Health Program, FY2027" to provide financial assistance to the City of El Paso. Requesting \$200,000.00. No cash match is required. The grant period will be from October 1, 2026 - September 30, 2027. [26-0135](#)
- All Districts**  
Police, Chief Peter Pacillas, (915) 212-4302
8. A Resolution authorizing the City Manager or designee to apply and submit to the Public Safety Office of the State of Texas, grant application number 4365505, for the City of El Paso Police Department project identified as "Body Worn Camera, FY2027" to provide financial assistance to the City of El Paso. Requesting \$127,653.00, which requires a cash match by the city of \$42,551.00. Grant period will be from September 1, 2026, through August 31, 2027. [26-0136](#)
- All Districts**  
Police, Executive Assistant Chief Zina Silva, (915) 212-4306
9. A Resolution authorizing the City Manager or designee to apply and submit, to the Public Safety Office of the State of Texas, grant application number 5381302 for the City of El Paso Police Department project identified as "Criminal Justice Grant- JAG (Justice Assistance Grant) FY2027," to provide financial assistance to the City of El Paso. Requesting \$462,560.00, no cash match is required. Grant period will be from October 1, 2026 - September 30, 2027. [26-0137](#)
- All Districts**  
Police, Assistant Chief Humberto Talamantes, (915) 212-4309

### **CONSENT AGENDA - SPECIAL APPOINTMENT:**

10. That District 2 Representative, Josh Acevedo, be appointed as a City Representative to the Transportation Policy Board for the Metropolitan Planning Organization to replace District 8 Representative Chris Canales, effective immediately. [26-0153](#)
- Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

### **CONSENT AGENDA - BOARD RE-APPOINTMENTS:**

11. Susannah Byrd to the Public Service Board Selection Committee by Representative Deanna Maldonado-Rocha, District 3. [26-0093](#)
- Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003
12. Carlos Gonzalez to the Civil Service Commission by Representative Art Fierro, District 6. [26-0155](#)
- Members of the City Council, Representative Art Fierro, (915) 212-0006

### **CONSENT AGENDA - BOARD APPOINTMENTS:**

13. Cynthia Retana to the Ethics Review Commission by Representative Ivan Niño, District 5. [26-0111](#)
- Members of the City Council, Representative Ivan Niño, (915) 212-0005
14. Jose Luis Lopez to the Public Service Board Selection Committee by Representative Art Fierro, District 6. [26-0092](#)
- Members of the City Council, Representative Art Fierro, (915) 212-0006
15. Jeffrey Dan (JD) Cotham to the Civil Service Commission by Representative Deanna Maldonado-Rocha, District 3. [26-0148](#)
- Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003
16. Lynn Jordan Westbrook to the Fair Housing Task Force, as Alternate Member, by Representative Deanna Maldonado-Rocha, District 3. [26-0149](#)
- Members of the City Council, Representative Deanna-Maldonado Rocha, (915) 212-0003
17. Representative Chris Canales to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson. [26-0150](#)
- Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

### **CONSENT AGENDA - NOTICE FOR NOTATION:**

18. For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of November 21, 2025 - December 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

[26-0115](#)

**All Districts**

City Manager's Office, Sasho Andonoski, (915) 212-1092

**CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:**

19. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Ivan Niño in the amounts of \$1,000.00 from Richard Aguilar; \$1,500.00 from Nicole & Blake Anderson; \$1,000.00 from Randall Bowling; \$1,500.00 from Richard A. Castro; \$1,000.00 from El Paso Electric Company Employee Political Action Committee (PAC) Texas; \$1,000.00 from Edward Escudero; \$1,500.00 from Miguel Fernandez; \$1,500.00 from Nancy & Steve Fox; \$1,500.00 from Ginger & L. Frederick Francis; \$1,500.00 from Dana & Adam Frank; \$500.00 from Lane Gaddy; \$1,000.00 from Edward C. Houghton, IV; \$2,500.00 from Gayle & Woody Hunt; \$1,500.00 from Stanley P. Jobe; \$1,000.00 from the Law Office of Steve Ortega, PLLC; \$500.00 from Rogelio Lopez; \$1,000.00 from Donald & Adair Margo; \$1,000.00 from Ryan McCrory; \$500.00 from Raul Ordaz; \$1,000.00 from Gerald Rubin; \$1,000.00 from Sandra Salinas; \$1,500.00 from Douglas Schwartz; \$500.00 from Kelly Tomblin; \$1,000.00 from Linda Troncoso; and \$250.00 from Garrett Yancey.

[26-0152](#)

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

**REGULAR AGENDA - FIRST READING OF ORDINANCES:**

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

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

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

20. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Don Luciano or Assigns, for the purchase price of \$483,142.68; such real property municipally known and numbered as 1926 Bassett Avenue, El Paso, Texas.

[26-0085](#)

**District 8**

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

**PUBLIC HEARING WILL BE HELD ON FEBRUARY 3, 2026**

21. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Romity Ventures, LLC, for the purchase price of \$1,530,000.00; such real property legally described as Lot E and a portion of Lot F, Block 15, Mills Map Addition, an addition to the City of El Paso, El Paso County, Texas, as recorded in volume 2103, page 972, Real Property Records of El Paso County, Texas.

[26-0091](#)

**District 8**

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

**PUBLIC HEARING WILL BE HELD ON FEBRUARY 3, 2026**

22. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Jesus Martin Lara and Lorena Villar, for the purchase price of \$1,608.00; such property municipally known and numbered as 212 Dolan Street, El Paso, Texas

[26-0099](#)

**District 2**

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

**PUBLIC HEARING WILL BE HELD ON FEBRUARY 3, 2026**

23. An Ordinance amending Ordinance 16015 to grant the authority to the City Manager to administratively enter into and sign certain contracts on behalf of the City in alignment with recent changes to Local Government Code Section 252.021 and repealing Ordinance No. 016736.

[26-0118](#)

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

**PUBLIC HEARING WILL BE HELD ON FEBRUARY 3, 2026**

**REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:**

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

[26-0016](#)

**District 2**

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

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

[26-0069](#)

a Portion of Section 8, City of El Paso, El Paso County, Texas; Parcel 7: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, T&P RR Survey, Block 81, Township 1, a Portion of Section 17, City of El Paso, El Paso County, Texas; Parcel 8: T&P RR Survey, Block 81, Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas; Parcel 10: T&P RR Survey, Block 80 Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas; and Parcel 11: T&P RR Survey, Block 80, Township 1, a Portion of Section 28, City of El Paso, El Paso County, El Paso , Texas.

**District 4**

El Paso Water, Alejandro Vidales, (915) 594-5636

El Paso Water, Rocio Alvarado, (915) 594-5493

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

[26-0070](#)

**Extraterritorial Jurisdiction**

El Paso Water, Alejandro Vidales, (915) 594-5636

El Paso Water, Rocio Alvarado, (915) 594-5493

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

[26-0071](#)

**District 4**

El Paso Water, Rocio Alvarado, (915) 594-5493

El Paso Water, Alejandro Vidales, (915) 594-5636

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

[26-0010](#)

Dogs).

**All Districts**

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

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

[26-0014](#)

**All Districts**

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

**REGULAR AGENDA - OPERATIONAL FOCUS UPDATES**

30. Discussion and presentation on the City of El Paso's role in the regulation and enforcement of animal related issues.

[26-0138](#)

**All Districts**

City Attorney's Office, Carlos L. Armendariz, (915) 212-0033

31. Discussion and presentation on legislative bills from the Texas 89th legislative Session that affect animal cruelty investigations.

[26-0107](#)

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

32. Discussion and presentation in preparation of upcoming Strategic Planning Session regarding revenue limitations and opportunities.

[26-0106](#)

**All Districts**

City Manager's Office, Robert Cortinas, (915) 212-1067  
City Manager's Office, Sasho Andonoski, (915) 212-1092

33. Presentation and update on the 2019 Public Safety Bond.

[26-0122](#)

**All Districts**

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

**REGULAR AGENDA - OTHER BUSINESS:**

34. Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer from PCP20FDRENOMSTR Fire Master Project to various Fire Stations for renovations, and to allocate funding for Police Department and Fire Department for the Training Academies from PCPBALANCE, Investment Interest and Fire Station 40.

[26-0109](#)

**All Districts**

City Manager's Office, Sasho Andonoski, (915) 212-1092  
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

**REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:**



35. Discussion and action on the award of Solicitation 2025-0219 Downtown Bicycle Improvements Phase I to El Paso A.R.C. Electric, Inc., for a total estimated amount of \$2,590,065.09. This project will consist of the construction of bicycle facilities at various downtown locations, including bike lanes, shared-use paths, and associated signage, striping, lighting, and intersection improvements.

[26-0102](#)

Department: Capital Improvement  
Award to: El Paso A.R.C. Electric, Inc.  
City & State: El Paso, TX  
Item(s): Base Bid I  
Contract Term: 153 Workweek Days  
Base Bid I: \$2,590,065.09  
Total Estimated Award: \$2,590,065.09  
Account(s): 190 - 4450 - 38280 - PCP21TRAN05  
190 - 4950 - 38170 - PCP21TRAN05  
Funding Source(s): Capital Projects Texas Department of  
TransportationState Infrastructure Bank Loan  
District(s): 8

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to El Paso A.R.C. Electric, Inc., the lowest responsive and responsible bidder.

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

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

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

**District 8**

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

36. Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2026-0105 Posi-Shell to LSC Environmental Products, LLC, the sole source provider for Posi-Shell base mix, for a term of three (3) years for an estimated amount of \$189,354.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

[26-0101](#)



**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$109,269.00 for the initial term, which represents a 136.44% increase due to:

1. 420 additional bags from 900 to 1,320.
2. Price increase from \$42.60 to an average of \$47.82.
3. One (1) additional year to the contract from 2 to 3 years.

|                               |                                 |
|-------------------------------|---------------------------------|
| Department:                   | Environmental Services          |
| Award to:                     | LSC Environmental Products, LLC |
| City & State:                 | Apalachin, NY                   |
| Item(s):                      | All                             |
| Initial Term:                 | 3 Year                          |
| Option Term:                  | N/A                             |
| Total Contract Time:          | 3 Years                         |
| Annual Estimated Award:       | \$60,957.60 (Year 1)            |
| Annual Estimated Award:       | \$63,082.80 (Year 2)            |
| Annual Estimated Award:       | \$65,313.60 (Year 3)            |
| Initial Term Estimated Award: | \$189,354.00                    |
| Option Term Estimated Award:  | N/A                             |
| Total Estimated Award         | \$189,354.00                    |
| Account(s)                    | 334-3100-34130-531130-P3470     |
| Funding Source(s):            | Operating Funds                 |
| District(s):                  | All                             |

This is a Non-Competitive Award - Sole Source Contract.

Non-Competitive Procurement under Local Government General Exemption: Section 252.022: (7) a procurement of items that are available from only one source, (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing and Environmental Services Department recommend award as indicated to LSC Environmental Products, LLC, under the exemption listed above.

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

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043  
Environmental Services Department, Nicholas Ybarra, (915) 212-6025

**REGULAR AGENDA - OTHER BUSINESS:**

37. Discussion and action on a Resolution that the City Manager, or designee, be authorized to deprogram the Hunter Drive, McCombs Street, Trawood Drive, Rojas Drive, Edgemere Boulevard, and Resler Drive Median Improvement Projects and the Tom Lea Park Slope Rehabilitation Project due to the City

[26-0129](#)

Council decision of not issuing remaining authorized certificates of obligation. Further that the City Manager, or designee, be authorized to make necessary cash budget transfers and execute any and all necessary documents for the transfer of a portion of the funding for the Tom Lea Park Slope Rehabilitation Project in the amount of \$1,820,200.16 to the Unprogrammed Project Balances Fund.

**Districts 1, 3, 4, 5, 6, 7, 8**

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

38. Discussion and action on a Resolution that the City Manager, or designee, be authorized to deprogram the following Sports Field Lighting Projects; McCord Ball Field, Ralph T. Cloud (Yucca Park) Ball Field, Grandview Ball Field, Skyline Ball Field, Franklin Ball Field, Lionel Forti Ball Field, Nations Tobin Pool, and Modesto Ball Field #3 due to not being financially feasible within the current available budget. [26-0119](#)

**Districts 2, 3, 4, 7**

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

39. Discussion and action on a Resolution to approve the Vision Zero Quick Build Program Policy and authorize the City Manager, or designee, to implement the program and execute any agreements, amendments to agreements, and/or documents necessary to implement the Quick Build Program. [26-0108](#)

**All Districts**

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

40. Discussion and action on a Resolution authorizing the City Manager or designee to ratify the outstanding invoice owed to Goldbelt Security LLC totaling \$50,000.00 relating to services rendered to the El Paso Police Department for Hicks Police Training and to sign any related paperwork to pay the outstanding invoice and authorize any budget transfers necessary to effectuate the payment of the outstanding invoice. [26-0104](#)

**All Districts**

Police, Assistant Chief Juan F. Briones, (915) 212-4304

41. Discussion and action to approve budget transfer to increase FY2026 Confiscated Funds and appropriations a total of \$699,558 in State and Federal Confiscated funds. [26-0114](#)

**All Districts**

Police, Chief Peter Pacillas, (915) 212-4302

42. Discussion and action directing staff to retain an external recruiting company for recruitment of the Chief Internal Auditor. [26-0157](#)

**All Districts**

Outside Counsel, Lea A. Ream, (210) 349-6484  
Human Resources, Mary Wiggins, (915) 212-0045

43. Presentation to Council on the status of the Northeast water main break and El Paso Water's repair and recovery efforts. [26-0154](#)

## **Districts 2, 4, and 8**

El Paso Water, Ana Sanchez, (915) 594-5519

### **EXECUTIVE SESSION**

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

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

#### **Discussion and action on the following:**

- EX1.** Anahi Chavez Villegas v. City of El Paso, John Kiseda, Joseph Montisano, and Tracy Chavarria; 2024DCV5383 (551.071) [26-0139](#)  
City Attorney's Office, Sergio M. Estrada, (915) 212-0033
- EX2.** Ruben A. Soto v. Officer Daniel Monge, Officer Sabrina Gonzalez, Chief Allen, and the City of El Paso; 3:23-CV-00256 (551.071) [26-0140](#)  
City Attorney's Office, Sergio M. Estrada, (915) 212-0033
- EX3.** Application of El Paso Electric Company to Change Rates - PUC#57568; HQ#UTILITY-60 (551.071) [26-0141](#)  
City Attorney's Office, Robert Aguinaga, (915) 212-0033
- EX4.** Application of El Paso Electric Company for Approval of a System Resiliency Plan - PUC#59137; HQ#UTILITY-77 (551.071) [26-0143](#)  
City Attorney's Office, Robert Aguinaga, (915) 212-0033
- EX5.** Discussion on upcoming Fire Department Collective Bargaining Agreement process and negotiations, HQ#25-5807 (551.071) [26-0144](#)  
City Attorney's Office, Eric Gutierrez, (915) 212-0033
- EX6.** Discussion on purchase, exchange, lease, or value of real property in El Paso; HQ 25-2555 (551.072) [26-0145](#)

Real Estate Division, Mary Lou Espinoza, (915) 212-0065

**EX7.** Legal update regarding Sun Metro Facility fire of February 11, 2025. (551.071)

[26-0146](#)

City Attorney's Office, Sergio M. Estrada, (915) 212-0033

**EX8.** Update and briefing on internal recruiting efforts for Chief Internal Auditor.  
(551.071) (551.074)

[26-0158](#)

Outside Counsel, Lea A. Ream, (210) 349-6484  
Human Resources, Mary Wiggins, (915) 212-0045

### **ADJOURN**

#### **NOTICE TO THE PUBLIC:**

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

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

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

<http://www.elpasotexas.gov/>



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0133, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

##### **All Districts**

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

#### **AGENDA LANGUAGE:**

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

Approval of the Minutes of the Regular City Council Meeting of January 6, 2026.

**RENARD U. JOHNSON**  
MAYOR

**DIONNE MACK**  
CITY MANAGER



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

## **MINUTES FOR REGULAR COUNCIL MEETING**

**January 6, 2026**  
**COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY**  
**9:00 AM**

### **9:00 AM PLEDGE OF ALLEGIANCE**

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

**Alexa Salinas  
Luis Diego Salinas  
Ariana Chavez**

### **MAYOR'S PROCLAMATIONS**

**Lady Rumble Day**

**Estine Davis Day**

**Lone Star Emmy Awards**

### **10:00 AM ROLL CALL**

The City Council of the City of El Paso met on the above time and date. The meeting was called to order at 10:02 a.m. Mayor Renard Johnson was present and presiding, and the following Council Members answered roll call: Josh Acevedo, Alejandra Chávez, Cynthia Boyar Trejo, Ivan Niño Art Fierro, Lily Limón, and Chris Canales. Late arrival: Deanna Maldonado-Rocha at 10:05 a.m.

### **INVOCATION BY THE EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD**

### **PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS**

Ms. Jamie Fisher, citizen, commented on Item 27.

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

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Claudia Contreras Siller

3. Mr. Ron Comeau
4. Ms. Karen Washington
5. Ms. Darlene Rincon
6. Ms. Dennise Rodriguez
7. Mr. Jesse Romero
8. Mr. Eduardo Chavez

**NOTICE TO THE PUBLIC**

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

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

NAYS: None

1. \*Motion made, seconded, and unanimously carried to **APPROVE** the minutes of the Regular City Council Meeting of December 16, 2025, and the Work Session of December 15, 2025.

**CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**

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

**CONSENT AGENDA – RESOLUTIONS:**

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

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

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

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

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

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

to be \$344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of October, 2024, and approves the costs described herein.

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

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

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

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

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

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

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

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

8508 Mount Baldy Dr, more particularly described as Lot 453 (8453.12 Sq Ft), Block 19, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M815-999-0190-4900 to be \$338.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY EIGHT AND 00/100 DOLLARS (\$338.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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



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

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

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

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

8722 N Gateway Blvd, more particularly described as 5 DEL NORTE ACRES 53 FT OF W 130 FT OF 4 (6890 SQ FT), City of El Paso, El Paso County, Texas, PID #D361-999-0050-4400

to be \$567.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTY SEVEN AND 00/100 DOLLARS (\$567.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

9036 Matterhorn Dr, more particularly described as Lot 1729, Block 72, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0720-3500

to be \$761.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED SIXTY ONE AND 00/100 DOLLARS (\$761.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

2313 Copper Ave, more particularly described as Lots 9 & 10 (6000 Sq Ft), Block 72, Highland Park Subdivision, City of El Paso, El Paso County, Texas, PID #H453-999-0720-2600

to be \$441.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of January, 2025, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY ONE AND 00/100 DOLLARS (\$441.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

7281 Plum Ave, more particularly described as Lot 9, Block 37, Cedar Grove Park Subdivision, City of El Paso, El Paso County, Texas, PID #C301-999-0370-4100

to be \$499.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY NINE AND 00/100 DOLLARS (\$499.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

7347 Mimosa Ave, more particularly described as Lot 9, Block 32, Cedar Grove Park Replat Subdivision, City of El Paso, El Paso County, Texas, PID #C301-999-0320-2500

to be \$325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of July, 2024, and approves the costs described herein.

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

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

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

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

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

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

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

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

7628 Wilcox Dr, more particularly described as Lot W 401.39 Ft Of 18 (40139 Sq Ft), Block 13, Ranchland Hills #4 Subdivision, City of El Paso, El Paso County, Texas, PID #R215-999-0130-8600

to be \$498.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of June, 2024, and approves the costs described herein.

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

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

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

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

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

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

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

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

7304 Sachet Cliff Dr, more particularly described as Lot 38 (4809.00 Sq Ft), Block 22, Mesquite Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #M395-999-0220-3800

to be \$324.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FOUR AND 50/100 DOLLARS (\$324.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

11147 Sam Snead Dr, more particularly described as Lot 39 (6778.55 Sq Ft), Block 24, East Glen Subdivision, City of El Paso, El Paso County, Texas, PID #E054-999-0240-7700

to be \$341.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of November, 2024, and approves the costs described herein.

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

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

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

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

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

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

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

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

11172 Cutty Sark Dr, more particularly described as Lot 20, Block 22, East Glen #2 Subdivision, City of El Paso, El Paso County, Texas, PID #E054-999-0220-3900

to be \$325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of November, 2024, and approves the costs described herein.

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

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

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

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

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

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

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

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

1 ESPER REPLAT A LOT 68 (1765.20 SQ FT), City of El Paso, El Paso County, Texas, PID #E933-999-0010-6800

to be \$333.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 00/100 DOLLARS (\$333.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

8921 Alameda Ave, more particularly described as 2 HOME IMPROVEMENT #1 LOTS 1 TO 7 & 24 TO 26 & INT IN ALLEY & OLD H/W & CLSD ST ADJ (28950.00 SQ FT) & 3 HOME IMPROVEMENT #1 PT OF 9 & 10 & CLSD ST ADJ (2390.00 SQ FT), City of El Paso, El Paso County, Texas, PID #H743-999-0020-0100



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

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

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

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

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

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

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

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

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

9185 Tenango Dr, more particularly described as Lot 12, Block 13, Colonia Del Valle Subdivision, City of El Paso, El Paso County, Texas, PID #C732-999-0130-2300

to be \$406.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of June, 2024, and approves the costs described herein.

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

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

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

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

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

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

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

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

9736 Staubach Dr, more particularly described as Lot 27 (6176.07 Sq Ft), Block 1, Prado Lindo Subdivision, City of El Paso, El Paso County, Texas, PID #P880-999-0010-2700

to be \$344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of May, 2024, and approves the costs described herein.

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

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

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

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

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

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

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

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

8447 Hartford Dr, more particularly described as Lot 8 (6503 Sq Ft), Block 5, Enrique Franco #1 Subdivision, City of El Paso, El Paso County, Texas, PID #E880-999-0050-1500

to be \$385.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of May, 2024, and approves the costs described herein.

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

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

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

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

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

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

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

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

7 YSLETA TR3-A-3 (0.6250 AC) & TR 5-A-1 (6.3810 AC) (7.0060 AC), City of El Paso, El Paso County, Texas, PID #Y805- 999-0070-0303

to be \$647.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED FORTY SEVEN AND 00/100 DOLLARS (\$647.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

11712 Trey Burton Dr, more particularly described as 282, VISTA DEL SOL #577 SWLY PT OF 28 (7683 SQ FT), City of El Paso, El Paso County, Texas, PID #V893-999-2820-5500

to be \$458.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY EIGHT AND 00/100 DOLLARS (\$458.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

1420 N Lee Trevino Dr, more particularly described as Lot Pt Of 1 Beg 245.58 Ft S Of Nwc (Irreg On N-278.60 Ft on Ely-140.67 Ft On Sly-206.21 Ft on St), Block 159, Vista Del Sol 331 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-1590-0400

to be \$424.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of December, 2024, and approves the costs described herein.

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

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

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

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

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

Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

41 CHAPARRAL PARK #16 SW PT OF 12 (119.92 FT ON WLY 200.00 FT ON NLY-120.00 FT ON ELY-200.00 FT ON SLY), City of El Paso, El Paso County, Texas, PID #C340-999-0410-2325

to be \$344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of May, 2024, and approves the costs described herein.

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

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

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

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

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

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

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

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

1923 E San Antonio Ave, more particularly described as Lots 27 & 28 (6000 Sq Ft), Block 20, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-0200-7800

to be \$534.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED THIRTY FOUR AND 00/100 DOLLARS (\$534.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, CINNAMONBAILEY 1715 LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

2201 Montana Ave, more particularly described as Lots 1 & 2 & W 1/2 Of 3 (3281 Sq Ft), Block 21, Cotton Subdivision, City of El Paso, El Paso County, Texas, PID #C849-999-021A-0100

to be \$373.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of December, 2024, and approves the costs described herein.

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

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

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

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

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

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

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

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

2222 N Mesa St, more particularly described as Lots 11 To 13 (9516 Sq Ft), Block 164, Alexander Subdivision, City of El Paso, El Paso County, Texas, PID #A462-999-1640-6100

to be \$853.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of December, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED FIFTY THREE AND 00/100 DOLLARS (\$853.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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#### **CONSENT AGENDA – BOARD RE-APPOINTMENTS:**

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4. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Mario D'Agostino to the El Paso County 911 District Board of Managers by Mayor Renard U. Johnson.
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#### **CONSENT AGENDA – BOARD APPOINTMENTS:**



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5. \*Motion made, seconded, and unanimously carried to **APPOINT** Gina Lewis to the Veterans Advisory Committee by Representative Cynthia Boyar Trejo, District 4.
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**CONSENT AGENDA – REQUESTS TO ISSUE PURCHASE ORDERS:**

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6. \*Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue a Purchase Order to increase contract 2022-0386 Janitorial Services, for El Paso Museums - MCAD to Ace Government Services, LLC. This change order will increase referenced contract by \$296,925.00 for a total estimated amount not to exceed \$1,484,625.00. This change order is to include janitorial services to this contract for the Mexican American Cultural Center until the expiration of this contract on October 30, 2027.

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

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

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7. \*Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue a Purchase Order to increase contract 2023-0623 Animal Narcotics to Midwest Veterinary Supply, Inc. This change order will increase referenced contract by \$88,019.99 for a total estimated amount not to exceed \$470,148.71. This change order will increase the capacity of the contract to cover the department expenses through its expiration on November 6, 2026.

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

This was a Change Order - Services Contract

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**CONSENT AGENDA – REQUEST FOR PROPOSAL:**

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8. **\*R E S O L U T I O N**

**WHEREAS**, on July 20, 2004, the City Council adopted a resolution approving the use of design-build as an alternative procurement method for construction projects, as permitted by Section 271.113 of the Texas Local Government Code (now Section 2269 of the Texas Government Code); and

**WHEREAS**, on April 17, 2018 the City Council approved a resolution amending the delegation of authority from the City Engineer to the Director of Purchasing & Strategic Sourcing ("Director") to determine which alternative construction project delivery method provides the best value for the City before advertising; and

**WHEREAS**, the Director considered the following criteria as a minimum basis for determining the circumstances under which the Design-build method for facilities is appropriate for the All-Abilities Playground project:

- (1) the extent to which the City can adequately define the project requirements;
- (2) the time constraints for the delivery of the project;
- (3) the ability to ensure that a competitive procurement can be held; and
- (4) the capability of the City to manage and oversee the project, including the availability of experienced personnel or outside consultants who are familiar with the design-build method of project delivery.

**WHEREAS**, the Director determined that the design-build method for facilities project for the All-Abilities Playground project is appropriate and provides the best value to the City; and

**WHEREAS**, the City of El Paso ("City") issued a Request for Qualifications as part of the design-build project delivery method for facilities projects through solicitation All Abilities Playground 2025-0282R ("Project"); and

**WHEREAS**, the City desires to select, Black Stallion Contractors, Inc a Texas Limited Liability Corporation ("Design-Builder"), as the Design-build firm for the Project after the evaluation of proposal submitted by Design-Builder, on the basis of the published selection criteria and additional information request on the ranking evaluations; and

**WHEREAS**, the City negotiated a contract with Design-Builder and desires to enter into a contract for the All-Abilities Playground 2025-0282R with Design-Builder; and

**WHEREAS**, the initial contract award will commence the work prior to the execution of the design-build amendment and the parties understand that an amendment to establish the Guaranteed Maximum Price for the project will be subject to City Council approval.

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

1. **THAT** the City Manager is authorized to execute the Design-Build documents considered to be the agreement ("Contract") between the City of El Paso and Design-

Builder, for the project known as the All Abilities Playground 2025-0282R in an initial amount of four hundred sixty-five thousand seven hundred thirty-three and 24/100 dollars (\$465,733.24) for work prior to the execution of the Design-Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$50,000.00 if the services are necessary for the proper execution of the project.

9.

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

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

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

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

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

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

**WHEREAS**, the City of El Paso ("City") issued a Request for Proposal as part of the construction manager-at risk project delivery method for the El Paso Police & Fire Department Joint Headquarters, Solicitation 2025-0397R; and

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

**WHEREAS**, the City negotiated a contract with Contractor and desires to award the El Paso Police & Fire Department Joint Headquarters project, Solicitation 2025-0397R for construction manager-at risk services to Contractor; and

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

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

**THAT** the City Manager is authorized to execute the construction manager-at risk agreement ("Contract") between the City of El Paso and Jordan Foster Construction, LLC ("Contractor"), a Texas Corporation, for the project known as the El Paso Police & Fire Department Joint Headquarters project, 2025-0397R, in an initial amount of \$15,000.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$20,000.00 if the services are necessary for the proper execution of the project.

**REGULAR AGENDA – FIRST READING OF ORDINANCES:**

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

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

NAYS: None

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

**PUBLIC HEARING WILL BE HELD ON JANUARY 20, 2026 FOR ITEM 10**

11. An Ordinance amending El Paso City Code Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Article II (Definitions) to add a definition for Short-Term Rental. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.
12. An Ordinance changing the zoning of a portion of Tract 228, Sunrise Acres Subdivision, 8701 Gateway South Boulevard, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-2 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

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

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

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

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

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**PUBLIC HEARING WILL BE HELD ON FEBRUARY 3, 2026 FOR ITEMS 11 THROUGH 13**

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14. An Ordinance authorizing the City Manager to sign a Deed and any other documents necessary to convey approximately 271.876 acres of land for the sale price of \$7,528,957; such real property legally described as Parcel 1: T&P RR Survey, Block 81, Township 1, a Portion of Section 1, T&P RR Survey, Block 81, Township 1, a Portion of Section 2, City of El Paso, El Paso County, Texas; Parcel 5: T&P RR Survey, Block 81, Township 1, a Portion of Section 12, City of El Paso, El Paso County, Texas; Parcel 6: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, City of El Paso, El Paso County, Texas; Parcel 7: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, T&P RR Survey, Block 81, Township 1, a Portion of Section 17, City of El Paso, El Paso County, Texas; Parcel 8: T&P RR Survey, Block 81, Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas; Parcel 10: T&P RR Survey, Block 80 Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas; and Parcel 11: T&P RR Survey, Block 80, Township 1, a Portion of Section 28, City of El Paso, El Paso County, El Paso, Texas.

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

16. An Ordinance authorizing the City Manager to sign a Deed and any other documents necessary to convey approximately 1,055.8691 acres of land for the sale price of \$420,000.00; such real property is legally described as a portion of Sections 9, 15, 16, 17 and

18, Block 81, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas.

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

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

**PUBLIC HEARING WILL BE HELD ON JANUARY 20, 2026, FOR ITEMS 14 THROUGH 18**

**REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:**

**19. ORDINANCE 019828**

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00008, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTION TO THE SIDE STREET SETBACK AND A 60% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOTS 11, 12, 13 AND 14, BLOCK 104, CAMPBELL'S ADDITION, 600 SOUTH STANTON STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

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

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

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

NAYS: None

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

**20. ORDINANCE 019829**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 18 (BUILDING AND CONSTRUCTION), CHAPTER 18.18 (OUTDOOR LIGHTING CODE), ARTICLE X (OTHER EXEMPTIONS), SECTION 18.18.376 (CITY-OWNED FACILITIES), TO ADD AN EXEMPTION RELATED TO THE SUN CITY LIGHTS PROGRAM ASSOCIATED PROJECTS; THE PENALTY IS AS PROVIDED FOR IN SECTION 18.18.400 OF THE EL PASO CITY CODE.**

Mr. Joaquin Rodriguez, Grant Funded Program Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office),

Representatives Fierro and Limón commented.

Ms. Apolonia Roldan, Urban Design Manager, commented.

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

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

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

NAYS: None

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

21.

**ORDINANCE 019830**

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 35, BLOCK 54, VISTA HILLS SUBDIVISION UNIT ELEVEN, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2/SC/SP (APARTMENT/SPECIAL CONTRACT/SPECIAL PERMIT) TO C-1/SC/SP (COMMERCIAL/SPECIAL CONTRACT/SPECIAL PERMIT). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Representative Canales commented.

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

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

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

NAYS: None

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

**REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:**

22.

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

**WHEREAS**, the El Paso City Council approved the resolution to establish an Adopt-a-Street Program on November 18, 2025; and

**WHEREAS**, the Representative of District 4 desires to use discretionary funds to support the start-up cost and help the initiation of the Adopt-a-Street Program.

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

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

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

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

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

NAYS: None

23.

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## RESOLUTION

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

**THAT**, the City Council declares that the expenditure of District 4 discretionary funds in an amount not to exceed \$5,000.00 to support current and future programming for youth, seniors, families, athletic activities, community engagement efforts, community meetings, and other district events, including signature events in District 4, serves the municipal purpose of fostering a positive community atmosphere, promoting cultural enrichment, supporting local initiatives, and enhancing the overall quality of life for El Paso residents; and

**THAT**, discretionary funds be used for the purchase of related items, including but not limited to water, food, drinks, refreshments, snacks, prizes, recognition or award items, and event supplies and materials for events taking place at various community locations; and

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

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

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

NAYS: None

24.

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## RESOLUTION

**WHEREAS**, Richard A. Castro has set an extraordinary standard for philanthropy, leadership, and service in the El Paso community; and

**WHEREAS**, Mr. Castro's early career saw him work as a teacher, city manager, realtor and builder; and



**WHEREAS**, Mr. Castro started the HACER Scholarship Fund in 1985 which has become the largest scholarship program in the country for graduating Hispanic high school students; and

**WHEREAS**, Mr. Castro is the founder of Community En Accion, a community-based organization of Hispanic professionals that focuses on art and culture; and

**WHEREAS**, Mr. Castro founded the local McDonald's Basketball Classic so that El Paso and Las Cruces high school athletes would have a chance to play in front of college recruiters; and

**WHEREAS**, Mr. Castro has served in leadership roles at both the local and national levels; and

**WHEREAS**, on October 8, 2025, the Parks and Recreation Advisory Board heard from the community and recommend to City Council that the Eastside Sports Complex be renamed to recognize Richard A. Castro.

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

**THAT** City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of Eastside Sports Complex, located at 14380 Montwood Dr., El Paso, TX 79938, within the City of El Paso, El Paso County, Texas, as "Richard A. Castro Eastside Sports Complex"; and

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

Mr. Dan Olivas, citizen and applicant, presented a PowerPoint presentation.

Mr. Richard Castro, honoree, commented.

The following members of the public commented:

1. Mr. Wayne Thornton
2. Mr. Joe Baeza

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

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

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

NAYS: None

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25.

## **RESOLUTION**

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

**THAT**, the City Council declares that the expenditure of District 8 discretionary funds in an amount not to exceed \$5,000.00 to support current and future programming for youth, seniors, athletic activities, initiatives, events, community meetings, and other events in District 8, serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents; and

**THAT**, discretionary funds be used for the purchase of related items, including but not limited to water, refreshments, snacks, prizes, and recognition or award items, for events taking place at various community locations, including but not limited to District 8 parks, libraries, and city facilities; and

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

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

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

NAYS: None

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**REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:**

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

Ms. Carolyn Patrick, Chief Information Officer, introduced the item.

Mr. Clifton Tanabe, Dean, College of Education at the University of Texas at El Paso, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez and Acevedo commented.

**1<sup>ST</sup> MOTION**

\*Motion made, seconded, and unanimously carried to **TAKE THE ITEM** at 11:00 am.

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

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The City Council Meeting was **RECESSED** at 11:30 a.m. to convene the Mass Transit Department Board Meeting.

The City Council Meeting was **RECONVENED** at 11:59 a.m.

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**REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:**

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27. Motion made by Representative Niño, seconded by Representative Canales, and unanimously carried to **AWARD** Solicitation 2025-0545 Eastside Regional Park Phase II (Re-

Bid) to Gracen Engineering & Construction, Inc. for a total estimated amount of \$11,707,607.00. This project will consist of adding approximately 650,000 square feet of area to the existing Eastside Regional Park. To include softball fields, pickleball courts, handball courts, sand volleyball courts, basketball courts and various site amenities.

|                         |   |
|-------------------------|---|
| Department:             | Capital Improvement   |
| Award to:               | Gracen Engineering & Construction, Inc.   |
| City & State:           | El Paso, TX   |
| Item(s):                | Base Proposal I, Additive Alternate I, Additive Alternate II, Additive Alternate III, Additive Alternate IV   |
| Contract Term:          | 366 Consecutive Calendar Days   |
| Base Proposal I:        | \$10,747,162.00   |
| Additive Alternate I:   | \$372,546.00  |
| Additive Alternate II:  | \$144,926.00  |
| Additive Alternate III: | \$120,619.00  |
| Additive Alternate IV:  | \$322,354.00  |
| Total Estimated Award:  | \$11,707,607.00   |
| Account(s):             | 190 - 4741 - 38290 - 580270 - PCP13PRKA06<br>190 - 4745 - 38290 - 580270 - PCP13PRKA06<br>190 - 4746 - 38290 - 580270 - PCP13PRKA06<br>451 - 2670 - 51440 - 580270 - PCP13PRKA06<br>190 - 4745 - 28900 - 580270 - PCP13PRKA06 |
| Funding Source(s):      | 2017 Certificates of Obligation<br>2018 Certificates of Obligation<br>2019 Certificates of Obligation<br>2020 Certificates of Obligation<br>Parks Grant Investment Interest   |
| District(s):            | 5   |

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

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

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

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

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

Representative Niño commented.

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

.....  
**EXECUTIVE SESSION**  
.....

Motion made by Representative Canales, seconded by Representative Maldonado-Rocha, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION**, at 12:22 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071           CONSULTATION WITH ATTORNEY

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

NAYS: None

Motion made by Representative Canales, seconded by Representative Maldonado-Rocha, and unanimously carried to **ADJOURN** the Executive Session at 12:55 p.m. and **RECONVENE** the meeting of the City Council, at which time, motions were made

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

NAYS: None

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

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

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

*This item was not discussed during the executive session.*

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried to **DELETE** the item.

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

NAYS: None

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

Representative Acevedo verbally disclosed a \$1,750.00 campaign contribution received from the El Paso Electric Employee Political Action Committee.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to hire and retain outside counsel and any other necessary consultants, and to file an intervention in the *El Paso Electric Company's Application to Amend its Certificate of Convenience and Necessity for a 366 MW Natural Gas Generation Facility*, under the Texas Public Utility Commission, Docket No. 59076, in Matter Number HighQ Utility-74, and

to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

.....  
Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried to **ADJOURN** this meeting at 12:57 p.m.

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

NAYS: None

.....  
APPROVED AS TO CONTENT:

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



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #:** 26-0041, **Version:** 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**AGENDA LANGUAGE:**

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

**REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS**



Legislation Text

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File #: 26-0123, Version: 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**Districts 7, 8**

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

**AGENDA LANGUAGE:**

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

A Resolution that the City Manager, or designee, be authorized to deprogram the proposed "Montana to I-10 EP Electric Corridor, Section D" due to insufficient available budget, and "Palisades Trailhead" due to the inability to enter into an agreement with an adjacent owner.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

***REVISED***

*12:22 pm, Jan 13, 2026*



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Gvette Hernandez  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

**RESOLUTION**

**WHEREAS**, the 2012 Quality of Life Bond program included funding for, among other projects, paved trails, and trail head parking areas; and

**WHEREAS**, the “Montana to I-10 EP Electric Corridor, Section D” had been identified as a proposed trail to be constructed for an estimated project budget of \$551,161.26; and

**WHEREAS**, the “Palisades Trailhead” had been identified as a proposed trail head to be constructed for an estimated project budget of \$300,000.00; and

**WHEREAS**, City staff recommends the proposed “Montana to I-10 EP Electric Corridor, Section D” be deprogrammed from the 2012 Quality of Life paved trail program due to insufficient available budget; and

**WHEREAS**, City staff recommends the proposed “Palisades Trailhead” be deprogrammed from the 2012 Quality of Life trail head program due to the inability to enter into an agreement with an adjacent owner;

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

**THAT** the City Manager, or designee, be authorized to deprogram the proposed “Montana to I-10 EP Electric Corridor, Section D”, and “Palisades Trailhead; and

**APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

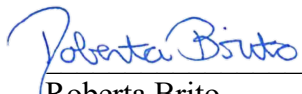
**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

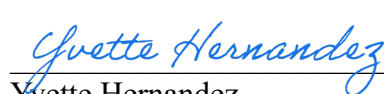
**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Yvette Hernandez  
Deputy City Manager



Legislation Text

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File #: 26-0017, Version: 2

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

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

**AGENDA LANGUAGE:**

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

A Resolution amending Schedule C of the FY2026 Budget to add a \$50 registration fee for dogs designated as 'Vicious Dogs' under Section 7.12.070 of the City Code. The fee aligns with the new regulations established in the companion ordinances, creating Sections 7.12.070 and 7.12.080, which define and regulate aggressive and vicious dogs.

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



**DEPARTMENT:** Animal Services

**AGENDA DATE:** January 20, 2026

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Michael Wachsmann, **PHONE NUMBER:** (915)212-8742  
Animal Services Interim Director

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 8 - Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

**SUBJECT:**

A Resolution amending Schedule C of the FY2026 Budget to add a \$50 registration fee for dogs designated as 'Vicious Dogs' under Section 7.12.070 of the City Code. The fee aligns with the new regulations established in the companion ordinances, creating Sections 7.12.070 and 7.12.080, which define and regulate aggressive and vicious dogs.

**BACKGROUND / DISCUSSION:**

The companion ordinance amending Title 7, Chapter 7.12 establishes a process to designate certain dogs as "Vicious Dogs." Enforcement of this ordinance requires a corresponding amendment to Schedule C to authorize a registration fee.

This resolution adds a \$50 Vicious Dog Registration Fee, matching the existing fee for Aggressive Dogs. Ensures cost recovery and compliance with Section 7.12.070 of the City Code. Becomes effective upon Council approval and effective date specified in the resolution.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

FY2026 Budget Resolution adopted August 12, 2025.

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$50

Funding Source: Special

Fund

Account: 441320

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| NA   | NA          |
|      |             |
|      |             |
|      |             |

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Michael Wachsmann  
Michael Wachsmann, Animal Services, Interim Director

**RESOLUTION AMENDING SCHEDULE C FOR  
THE CITY OF EL PASO FY2026 FEE SCHEDULE**

**WHEREAS**, the City Council of El Paso adopted the Budget Resolution for FY2026 on August 12, 2025; and

**WHEREAS**, paragraph 48 of the Budget Resolution provides that any revisions or additions to the fees listed in Schedule C, or the process or formula use for setting fees, shall be approved by simple resolution of the City Council; and

**WHEREAS**, City Code Section 7.12.070 authorizes the City to charge registration fees for a dog designated as a vicious dog; and

**WHEREAS**, the City Council desires to add a new registration fee for designated vicious dogs as authorized by Title 7 of the City Code; and

**WHEREAS**, this Amendment to Schedule C ensures cost recovery and sound fiscal management.

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

That Schedule C, attached to the FY2026 Budget Resolution and effective September 1, 2025, shall be amended effective \_\_\_\_\_, 2026, as set forth in Attachment A, to add a new registration fee for designated vicious dogs.

**APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Mona M. Heydarian*  
Mona M. Heydarian  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*Michael D. Wachsmann*  
Michael D. Wachsmann, Interim Director  
Animal Services Department

“Attachment A”

| Department      | Account | Fee Description | Detail                   | Municipal Code Section                                      | FY 2026 Adopted Fees | FY 2026 Revised Fees |
|-----------------|---------|-----------------|--------------------------|---|----------------------|----------------------|
| Animal Services | 441320  | Registration    | Vicious Dog Registration | Refer to Texas Health and Safety Code 822.043. Registration | \$0.00               | \$50.00              |



Legislation Text

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File #: 26-0105, Version: 3

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

Strategic and Legislative Affairs, Fernando Berjano, (915) 337-2517

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to sign a Memorandum of Understanding (MOU) with El Paso Electric Company (EPE), City of El Paso (CEP), El Paso Community Action Program Project BRAVO, Inc., also known as Project Bravo (PB), and CLEAResult Consulting Inc., for the sole use of the Low-Income Assistance Funds contemplated in Section 1.2.4 of the Franchise Amendment Ordinance 019022, for the installation of Cool Roofs for low-income homes within El Paso city limits.



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

**AGENDA DATE:** January 20, 2026

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Fernando Berjano (915) 337-2517

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 8 – Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** Develop and implement a comprehensive climate action plan

**SUBJECT:**

Action to approve a resolution to enter into an agreement with El Paso Electric, Project Bravo, and CLEAResult to deploy funds for a low-income cool roof program

**BACKGROUND / DISCUSSION:**

The CEP and EPE have agreed to direct the Low-Income Assistance Funds to install energy efficient Cool Roofs on qualifying low-income homes within the city limits of El Paso. Energy costs for El Pasoans keep increasing and the partnership with El Paso Electric (EPE) and Project Bravo (PB) will provide and assistance mechanism for qualifying households.

PB will act as implementing agency and CLEAResult as management and verification entity for the program. PB brings decades of expertise working on weatherization programs for low-income households while CLEAResult currently provides support EPE in their Energy Efficiency programs.

The CEP and EPE agree to have the Program implemented by PB and administered by CLEAResult; with the City of El Paso, EPE, PB and CLEAResult wishing to enter into a Memorandum of Understanding directing the use of the Low-Income Assistance Funds and delineating the responsibilities and deliverables associated with the implementation of the Program.

**PRIOR COUNCIL ACTION:**

On February 4, 2020, the Franchise granted to EPE by the City of El Paso (CEP) was Amended by Ordinance No. 019022 (Franchise Amendment Ordinance) which was approved and adopted by the City of El Paso that date.

The Franchise Amendment Ordinance included provisions to establish a Low-Income Assistance Program (Program) to include the pledge of funds (Low Income Assistance Funds) in the amount of \$200,000 per year over 5 years to be used to support EPE's low-income assistance programs (Exhibit).

**AMOUNT AND SOURCE OF FUNDING:**

NA

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**   X   YES    NO

**PRIMARY DEPARTMENT:** City Manager’s Office – Strategic Partnerships – Ian Voglewede  
**SECONDARY DEPARTMENT:** CID – Gilbert Guerrero

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** Stephen Ian Voglewede

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **RESOLUTION**

**WHEREAS**, the Franchise granted to El Paso Electric (EPE) by the City of El Paso (CEP) was Amended by Ordinance No. 019022 (Franchise Amendment Ordinance) which was approved and adopted by the City of El Paso on February 4, 2020; and

**WHEREAS**, the Franchise Amendment Ordinance included provisions to establish a Low-Income Assistance Program (Program) to include the pledge of funds (Low Income Assistance Funds) in the amount of \$200,000 per year over 5 years to be used to support EPE's low-income assistance programs; and

**WHEREAS**, CEP and EPE have agreed to direct the Low-Income Assistance Funds to install energy efficient Cool Roofs on qualifying low-income homes within the city limits of El Paso; and

**WHEREAS**, CEP and EPE agree to have the Program implemented by Project Bravo and administered by CLEAResult;

**WHEREAS**, the City of El Paso, El Paso Electric, Project Bravo and CLEAResult wish to enter into a Memorandum of Understanding directing the use of the Low-Income Assistance Funds and delineating the responsibilities and deliverables associated with the implementation of the Program.

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

**THAT**, the City Manager be authorized to sign a Memorandum of Understanding (MOU) with El Paso Electric Company (EPE), City of El Paso (CEP), El Paso Community Action Program Project BRAVO, Inc., also known as Project Bravo (PB), and CLEAResult Consulting Inc., for the sole use of the Low-Income Assistance Funds contemplated in section 1.2.4 of the Franchise Amendment Ordinance, for the installation of Cool Roofs for low-income homes within El Paso city limits.

*(Signatures begin on the Following Page)*

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF EL PASO:**

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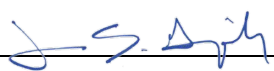
Renard U. Johnson  
Mayor

**ATTEST:**

---

Laura D. Prine  
City Clerk


**APPROVED AS TO FORM:**



---

Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**



---

S. Ian Voglewede, Director  
Strategic and Legislative Affairs

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) or (“Agreement”) is entered into by and among El Paso Electric Company (“EPE”), City of El Paso (“CEP”), El Paso Community Action Program Project BRAVO, also known as Project BRAVO (“PB”), and CLEAResult Consulting Inc. (“CLEAResult”). EPE, CEP, PB and CLEAResult may be individually referred to as “Party” and collectively as “Parties” within this agreement.

### Recitals

WHEREAS, this MOU arises from the 2020 Amended Franchise Agreement between EPE and the CEP. The Amended Franchise Agreement was approved and adopted by CEP as Ordinance No. 019022 (“Ordinance”) on February 4, 2020. The Ordinance states as follows,

Section 1.2.4 “Low Income Assistance Program. Within ninety (90) days of closing of the Proposed Transaction, EPE will coordinate with the City on efforts to enhance EPE’s current low income assistance programs and EPE will make recommendations and proposals for consideration to the City. Sun Jupiter will pledge up to one million dollars (\$1,000,000) (Low Income Assistance Funds) to be paid in equal installments of two hundred thousand dollars (\$200,000) per year over a period of five (5) years to support enhancements to EPE’s low income assistance programs.”

WHEREAS, CEP and EPE have agreed to set aside a portion of the Low Income Assistance Funds to install qualifying energy efficient Cool Roofs on low income homes within the city limits of El Paso through the Low Income Assistance Program to be implemented by PB and administered by CLEAResult as described in the Statement of Work, attached and incorporated as Exhibit A (“SOW”), and subject to the Master Consulting Services Agreement, dated January 1, 2024, between EPE and CLEAResult. “Cool Roofs” are solar reflective roofing described in Section 2 of this MOU.

WHEREAS, CEP and EPE will direct the remainder of the Low Income Assistance Funds for PB administrative costs and the installation of eligible cool roof projects.

THEREFORE, for and in consideration of the recitals set forth above, the covenants, terms, conditions, and releases herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties warrant, represent, and agree to the following terms:

### Agreement

1. Payment. Under the direction of CEP, EPE shall distribute the Low Income Assistance Funds to CLEAResult and PB as follows:
  - a. Administrative Fees to CLEAResult: EPE shall allocate an estimated \$26,000 of the Low Income Assistance Funds to CLEAResult for services described in the SOW. The final amount will depend on the number of projects completed under this MOU and afforded by the funding and includes up to eighty (80) projects. Each additional project shall be billed to EPE at \$250.00.
  - b. Program Implementation Funds to PB: The remaining Low Income Assistance Funds, approximately \$974,000 depending on amount of project PB submits for payment to CLEAResult, shall be utilized by PB to cover administrative costs and to compensate contractors responsible for installing eligible solar reflective roofing on eligible low income homes as part of the Low Income Assistance Program via payments from EPE through CLEAResult. The total cost for the implementation and execution of each project

shall not exceed \$30,000.00. EPE will pre-fund an account owned by CLEAResult to cover the cost of PB invoicing to CLEAResult for completed projects, including an initial advance deposit of \$50,000.

i. Payment Method and Timeline: EPE shall disburse funds via ACH deposits to CLEAResult, as PB submits applications and invoices CLEAResult for completed projects. Each payment will be contingent upon receipt and approval of PB's applications and invoices, as applicable, by EPE or CLEAResult.

ii. Conditions of Payment: Timely receipt and clearance of ACH deposits by CLEAResult are conditions to EPE's obligation under this MOU. Upon disbursement of the full funds to CLEAResult and PB, EPE's obligations under Section 1 of this MOU and Section 1.2.C.4 of the Ordinance shall be deemed discharged. No additional financial obligations will be incurred on to the CEP through the implementation of the Low Income Assistance Program nor the activities contemplated in this MOU.

2. Use of Funds. Parties agree that the sole use of the Low Income Assistance Funds will be for the repair/replacement of roofs, in preparation for the installation of Cool Roofs for low income homes within El Paso city limits, indirect/administrative costs for PB, outreach, training & technical assistance, program support provided by PB staff, and CLEAResult services described in the SOW. To qualify as a Cool Roof and be eligible for funding under this Low Income Assistance Program, the completed roof must meet or exceed the following ratings issued by the Cool Roof Rating Council <https://coolroofs.org/directory/roof>.

Low Slope ( $\leq 2/12$ ) Initial Solar Reflectance  $\geq 0.65$ , 3-Year Solar Reflectance  $\geq 0.50$

High Slope ( $> 2/12$ ) Initial Solar Reflectance  $\geq 0.25$ , 3-Year Solar Reflectance  $\geq 0.15$

3. Reporting Requirement. CLEAResult and PB shall submit an expense report to EPE and CEP by January 31, 2026, and annually thereafter until the Low Income Assistance Funds are expended, detailing expenditures in compliance with this MOU.
4. Misuse of Funds. The use of any of the Low Income Assistance Funds provided under this MOU for a purpose other than those expressly stated in Section 1 of this MOU shall be considered a breach of this contract, and the breaching Party shall be liable for repayment of the misused funds.
5. Enforcement. The Parties stipulate and agree that any breach by CLEAResult or PB of any provision of this MOU will cause EPE and the other party irreparable harm, which will not be compensable through the mere payment of monetary damages. Accordingly, the Parties agree that, in the event of any breach by CLEAResult or PB, EPE and the party not in breach shall be entitled to obtain, without the posting of a bond or other security as a condition to such relief, one or more of the following: (a) temporary restraining orders and/or preliminary and permanent injunctive relief restraining CLEAResult's or PB, or both, from further breaches, and (b) orders compelling specific performance of CLEAResult or PB's obligation under Section 1 of this MOU.
6. Full Power and Authority. The signatories to this MOU represent and warrant each to the other that the signatory: (a) has read and understands this MOU, (b) has full authority to bind the Party to this MOU and has full authority to enter into this MOU and be bound by the terms and conditions of this MOU, and (c) sets the signatory's hand with the intention of legally binding the Party to this MOU represented by the signatory.

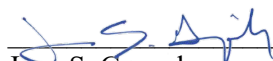
*(Signatures Begin on Following Page)*

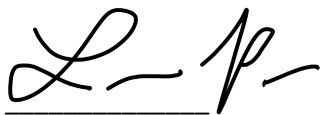
IN WITNESS WHEREOF, the Parties intending to be legally bound, have caused this MOU to be executed by duly authorized personnel as of this date, \_\_\_\_\_, 2025, the "Effective Date").

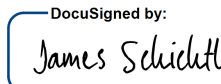
CITY OF EL PASO:


By: \_\_\_\_\_  
Dionne Mack  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

By:   
\_\_\_\_\_  
Laura Ponce  
Executive Director  
El Paso Community Action Program Project BRAVO  
2000 Texas Ave  
El Paso, TX 79901

DocuSigned by:  
  
By: \_\_\_\_\_  
00F94DBC1476466...  
James Schichtl  
Vice President of Regulatory Operations and Customer Service  
El Paso Electric Company  
100 N Stanton  
El Paso, TX 79901

DocuSigned by:  
  
By: \_\_\_\_\_  
F6F1A5BCBECE4A3...  
Jeremy Townsend  
Senior Vice President, Central Region  
CLEAResult Consulting Inc.  
6504 Bridge Point Parkway, Suite 425  
Austin, TX 78730

APPROVED AS TO CONTENT:

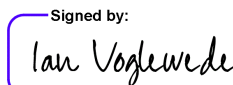
Signed by:  
  
\_\_\_\_\_  
6865163445EG467...  
S. Ian Voglewede, Director  
Strategic and Legislative Affairs

EXHIBIT A  
STATEMENT OF WORK FOR LOW INCOME ASSISTANCE FUNDS

---

1. Master Agreement.  
THIS STATEMENT OF WORK (this “**SOW**”) FOR THE LOW INCOME ASSISTANCE PROGRAM (the “**Program**”) is entered into effective as of the last date of signature of the MOU (“**SOW Effective Date**”), by and between El Paso Electric Company (“**EPE**”) and CLEAResult Consulting Inc. (“**CLEAResult**”) pursuant to the terms and conditions of that certain Master Consulting Service Agreement between the parties, dated January 1, 2024 (the “**Agreement**”). Capitalized terms not defined in this SOW are as defined in the Agreement.
2. General Scope.  
As required in the Agreement, this SOW defines the Services. The parties intend for CLEAResult to administer applications and payment processing on behalf of EPE for the Low Income Assistance Program in the state of Texas.
3. Term.  
The term of this SOW is from the Effective Date until the budget has been expended or December 31, 2027, whichever comes first.
4. Tasks.  
CLEAResult shall perform the following:
  - a. Start up.  
Configure DSMT, CLEAResult’s proprietary system (the “Portal”), to accept and process applications from Project Bravo
  - b. Application Processing.
    - i. Collect applications, and any additional items as required, via the Portal, by mail, by fax, or by email
    - ii. Review submitted applications by Project Bravo for completeness and eligibility
  - c. Payment Processing.
    - i. Set up Project Bravo in the Portal for payment processing
    - ii. Invoice EPE as described in Section 5.b
    - iii. Within one (1) week of receipt of corresponding payment from EPE, CLEAResult shall issue Program payments via ACH or paper check to Project Bravo
  - d. Customer Service.
    - i. CLEAResult shall properly train customer support personnel and establish and staff toll-free number Monday through Friday, 8 am to 5 pm local time, as follows:  
Excluding the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas Day, including the Friday immediately before or the Monday immediately after, if a holiday falls on a weekend
    - ii. Voice messaging for calls received outside of operating hours and return calls within two (2) business days
    - iii. Customer support personnel shall respond to emails regarding Program within two (2) business days
    - iv. Collect customer name, site, and demographic information
    - v. Provide information about the application process, eligibility, and status of applications
  - e. Quality Control.
    - i. Perform pre and post installation review of documentation of completed projects
    - ii. Perform random on-site post-inspections for at least twenty five percent (25%) of completed projects processed
  - f. Reporting.



Each month, provide EPE a report of invoiced projects in Excel format including individual customer name, address, projects completed, date project completed, and check number in summary format

5. Budget.

a. Billing Rates.

This Start-up Fee will be invoiced on the SOW Effective Date and shall be payable in accordance with the terms outlined in the Agreement and this SOW. The fixed fees are detailed in the table below.

| Item                        | Rate               |
|-----------------------------|--------------------|
| Start-up Fee                | \$6,000.00         |
| Application Processing Fee  | \$250.00/project   |
| <b>Total Not-to-Exceed*</b> | <b>\$26,000.00</b> |

\* Includes fees for eighty (80) projects

b. Payment.

CLEAResult will provide EPE with monthly invoices referencing this Agreement on the face of the invoice, which shall state on a single line the total amount due for the services and include total number of Project Bravo applications processed, total amount of application processing fees, total number of checks mailed, total number of ACH direct deposits, and total amount due for payment processing. EPE will make payments via ACH direct deposit within thirty (30) days of the date of such invoice.

c. Transaction Taxes.

i. Taxes: The prices under this Agreement do not include any sales tax, use tax, value-added tax, gross receipts tax, or any other transaction tax (collectively, "Sales Taxes"). EPE shall be solely responsible for all applicable Sales Taxes, if any, that arise under this Agreement.

6. Other Services.

Notwithstanding anything to the contrary in the Agreement, EPE agrees that CLEAResult may market CLEAResult's design build, strategic energy management, and/or other energy efficiency services directly to any customer and such discussion shall not constitute a conflict of interest so long as such services are outside the scope of the Services CLEAResult is providing under this SOW.

7. Change Procedure.

The Agreement, including any exhibits, schedules or attachments including this SOW, contains the entire agreement of the parties regarding the subject matter described in it. In the event of any conflict between the terms and conditions of the Agreement and this SOW, the applicable term or condition of the Agreement supersedes the conflicting term or condition in this SOW, unless the parties clearly express in writing that the SOW includes a change to the Agreement. The provisions of this SOW may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought. This SOW may be executed in two (2) or more counterparts, all of which will constitute but one and the same instrument.



Legislation Text

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**File #:** 26-0134, **Version:** 1

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**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to apply and submit, to the Public Safety Office of the State of Texas, grant application number 3952707 for the City of El Paso Police Department project identified as "Project Safe Neighborhoods FY2027," to provide financial assistance to the City of El Paso. Requesting \$33,000.00, no cash match is required. Grant period will be from October 1, 2026 - September 30, 2027.

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



**DEPARTMENT:** City Clerk

**AGENDA DATE:** 1/20/26

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief Talamantes

**PHONE NUMBER:** 1-915-212-4309

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:**

Goal 2: Set the Standard for a Safe and Secure City

**SUBGOAL:**

2.3 Increase public safety operational efficiency

**SUBJECT:**

A resolution authorizing the City Manager or designee to submit, to the Public Safety Office of the State of Texas, grant application number 3952707 for the City of El Paso Police Department project identified as "Project Safe Neighborhoods FY2027," to provide financial assistance to the City of El Paso. Requesting \$33,000.00, no cash match is required. Grant period will be from October 1, 2026 - September 30, 2027.

**BACKGROUND / DISCUSSION:**

The Safe Neighborhoods Grant project will maintain 11 Gunshot Detections sensors and tracking services for the Gang Unit and to purchase (9) level 3 mini ballistic shields for the Gang Unit for protection during high-risk critical incident encounters.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The grant application for FY2026 Criminal Justice Division Project Safe Neighborhoods (PSN) was approved by city council on February 25, 2025. The grant application for FY2025 Criminal Justice Division Project Safe Neighborhoods (PSN) was approved by city council on February 27, 2024. FY24 Criminal Justice Division Project Safe Neighborhoods (PSN) was approved by city council on January 31, 2023, grant application for FY2023 Criminal Justice Division PSN was approved February 1, 2022, grant application for FY2022 Criminal Justice Division PSN was approved by city council on February 2, 2021, and grant application for FY2021 PSN was approved on March 3, 2020.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** A/C J.F. BRIONES #1609



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## **RESOLUTION**

**WHEREAS**, the City of El Paso (the "City") is eligible to apply for grants through the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the grant/application number 3952707 for the El Paso Police Department project identified as "Project Safe Neighborhoods FY2027"; and

**WHEREAS**, pursuant to Ordinance No. 016016, the City Council previously designated the City Manager as the authorized signatory for City grant applications and acceptances in the interest of efficiency of administrative governmental operations; and

**WHEREAS**, the City Council desires to reaffirm the City Manager, or designee, as the City's as the Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities; and

**WHEREAS**, the City acknowledges that, for purposes of compliance with grant requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, a Financial Officer separate from the Authorized Official is required to administer grant-related financial and programmatic reporting functions on behalf of the City; and

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

- 1. THAT** the City Manager or designee is authorized to apply and submit to the Public Safety Office of the State of Texas, grant application number 3952707, for the City of El Paso Police Department project identified as "Project Safe Neighborhoods FY2027" to provide financial assistance to the City of El Paso.
- 2. THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
- 3. THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
- 4. THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
- 5. THAT**, the City Council hereby designates the Deputy Chief Financial Officer – Comptroller or the Office of the Comptroller Grants Administrator, as the City's Financial Officer for purposes of compliance with grant requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, either of whom is authorized to submit financial and programmatic reports and to perform grant-related actions on behalf of the City.

**BE IT FURTHER RESOLVED THAT,** the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

*(Signatures to follow on next page)*

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

A/C J.F. BRIONES #1609   
 Peter Pacillas  
Chief of Police

**Print This Page**

**Agency Name:** El Paso, City of  
**Grant/App:** 3952707 **Start Date:** 10/1/2026 **End Date:** 9/30/2027

**Project Title:** Project Safe Neighborhoods FY2027  
**Status:** Application Pending Submission

**Eligibility Information**  
**Your organization's Texas Payee/Taxpayer ID Number:**  
17460007499014

**Application Eligibility Certify:**  
Created on: 12/15/2025 5:25:24 PM By: Edith Munoz

**Profile Information**  
**Applicant Agency Name:** El Paso, City of  
**Project Title:** Project Safe Neighborhoods FY2027  
**Division or Unit to Administer the Project:** Police Department  
**Address Line 1:** 300 N. Campbell  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79901-1402  
**Start Date:** 10/1/2026  
**End Date:** 9/30/2027

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments  
**Headquarter County:** El Paso  
**Counties within Project's Impact Area:** El Paso

**Grant Officials:**  
**Authorized Official**  
**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

**Financial Official**  
**Name:** Elida Puchi  
**Email:** puchie@elpasotexas.gov  
**Address 1:** 300 N Campbell St  
**Address 1:**  
**City:** El Paso, Texas 79938  
**Phone:** 915-212-1729 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** --- Select One ---  
**Position:** Accounting Manager

**Project Director**  
**Name:** Magali Franco  
**Email:** 2699@elpasotexas.gov



**Address 1:** 911 N. Raynor St.  
**Address 1:**  
**City:** El Paso, Texas 79903  
**Phone:** 915-212-4003 Other Phone: 915-820-8836  
**Fax:** 915-212-0260  
**Title:** Ms.  
**Salutation:** Lieutenant  
**Position:** Lieutenant Auxiliary Support

**Grant Writer**

**Name:** Edith Munoz  
**Email:** C2087@elpasotexas.gov  
**Address 1:** 911 N. Raynor  
**Address 1:**  
**City:** El Paso , Texas 79903  
**Phone:** 915-212-4286 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** --- Select One ---  
**Position:** Research Assistant

**Grant Vendor Information**

**Organization Type:** Unit of Local Government (City, Town, or Village)  
**Organization Option:** applying to provide services to all others  
**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499014  
**Unique Entity Identifier (UEI):** KLZGKXNFVTL4

**Narrative Information**

**Introduction**

The purpose of the Project Safe Neighborhoods Program is to create and foster safer neighborhoods through a sustained reduction in violent crime, including, but not limited to, addressing criminal gangs and felonious possession and use of firearms.

**Program-Specific Questions**

What is the project's main Project Safe Neighborhoods (PSN) design feature?

- ☐ Community Engagement
- ☐ Focused and Strategic Enforcement
- ☒ Prevention and Intervention
- ☐ Accountability

Indicate the percentage of your PSN project allocated for each of the following categories:

Police Agency (%):

100

Research Partner (%):

0

All Other Partner Agencies (%):

0

Project will support the operations and coordination activities of a gang task force.

Select the appropriate response:

☒ Yes

☐ No

If you answered 'YES' above, enter the name of the gang task force. If you selected 'No', enter 'N/A'.

Texas AntiGang Center

If you answered 'YES' above, enter the agencies or organizations that participate in the above-named task force. If you selected 'No', enter 'N/A'.

EPPD, TAG, DPS, EPSO, DHS, FBI

## Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

### **Constitutional Compliance**

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

### **Information Systems**

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

### **Resolution from Governing Body**

Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

### **Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

### **Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and



implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

### **Compliance with State and Federal Laws, Programs and Procedures - Local Units of Government**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2027 or the end of the grant period, whichever is later.

### **Compliance with State and Federal Laws, Programs and Procedures – Nonprofit Organizations**

Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements.

### **Civil Rights Liaison**

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Mary Wiggins/Chief Human Resources Officer

Enter the Address for the Civil Rights Liaison:

300 N. Campbell El Paso, Texas 79901

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

915.212.1267

### **Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.



**X I certify to all of the application content & requirements.**

### **Project Abstract :**

Gun violence continues to present a critical risk to public safety, often going undetected or underreported due to reliance on delayed 911 calls. This creates operational gaps in timely awareness, response coordination, and intelligence collection. The Firefly Gunshot Detection Program directly addresses these challenges by providing real-time, automated detection and location of gunfire incidents in high-risk areas. The proposed project will deploy Firefly acoustic detection sensors to identify, classify, and geo-locate gunfire events, immediately notifying law enforcement and fire/EMS dispatch. This capability enables faster response times, improves officer and responder safety, enhances victim survivability, and supports rapid evidence preservation—often before calls for service are received. It will also be used to purchase mini ballistic shields to enhance the gang unit's ability to safely interdict violent gang activity by providing rifle-rated protection during high-risk critical incident encounters. This project addresses identified THIRA/SPR capability gaps in Intelligence and Information Sharing, Interdiction and Disruption, Operational Coordination, and Public Safety Response. Firefly enhances situational awareness by providing precise incident location data, number of rounds fired, and directional information, allowing command staff to deploy resources efficiently and mitigate ongoing or retaliatory violence. The system also produces actionable crime data that supports intelligence-led policing, hotspot identification, and long-term violence reduction strategies. Grant funding will provide continue support to the management of the Firefly Gunshot Detection Program and surveillance protection equipment for Gang officers addressing high risk gang critical incidents. Measurable outcomes include reduced response times to gunfire incidents, increased recovery of ballistic evidence, improved investigative outcomes, add officer safety protection during gang critical incidents and strengthened coordination among law enforcement, fire, and emergency medical services.

### **Problem Statement :**

Gunfire incidents pose an immediate threat to community safety but are frequently underreported or reported with delay due to reliance on 911 calls as the primary notification method. This creates critical gaps in real-time situational awareness, response coordination, and intelligence collection, limiting the ability of law enforcement and fire/EMS to rapidly locate incidents, deploy resources effectively, and provide timely medical aid. Inaccurate or delayed reporting reduces evidence recovery, increases risks to responders and the public, and hinders intelligence-led efforts to identify violent crime patterns and prevent retaliatory violence. Additionally, the mini ballistic shields provide an added layer of protection during surveillance and high-risk gang critical incidents. This represents a documented THIRA/SPR capability gap in Intelligence and Information Sharing, Interdiction and Disruption, Operational Coordination, and Public Safety Response, which the Firefly Gunshot Detection Program is designed to address by providing real-time, actionable gunfire detection and location data.

### **Supporting Data :**

Gun crime trends in El Paso, Texas, mirror national patterns, with a notable upward trajectory in firearm-related offenses over the past five years. From 2020 to 2025, the City of El Paso has experienced a consistent increase in weapon violation incidents. On average, the El Paso Police Department (EPPD) has seen an annual increase in weapon violation-related incidents, which translates to an additional 40 to 80 cases each year. The data is as follows: 350 incidents in 2020 (due to COVID-19 suppression) 443 incidents in 2021 497 incidents in 2022 534 incidents in 2023 485 Incidents in 2024 404 incidents in 2025 YTD Despite the rising number of cases, arrests have not correspondingly increased, highlighting a need for enhanced investigative tools and resources. The continued support and expansion of Firefly gunshot detection sensors, coupled with social media monitoring platforms, are expected to significantly improve response times, evidence collection, witness identification, and additionally providing gang officers an added layer of protection with the mini ballistic shields when dealing with gang violence calls for service, help support the department's investigative efforts. Currently, Firefly sensors are deployed in the UERC/PHRC region of El Paso, an area identified through data-driven methodologies as a hotspot for gunshot incidents. This region accounted for 39.77% of all weapon violation incidents in the City of El Paso in 2025. The sensors' ability to cover urban areas makes them adaptable to other emerging crime hotspots, allowing EPPD to respond quickly and effectively to rising threats.

### **Project Approach & Activities:**



The FireFly Gunshot Detection System was activated on October 31, 2021, and has since become a critical tool in the El Paso Police Department's efforts to enhance gun crime detection and response. The FireFly system is comprised of multiple gunshot sensors strategically placed in key areas, identified through data-driven assessments. These sensors are designed to detect potential gunshots and notify Communications and Watch Officers within 30 seconds of a possible event. Upon detection, the notification is analyzed for verification, and a decision is made regarding the necessity of dispatching officers to the scene. When a legitimate shooting is suspected, resources are deployed, such as marked patrol unit is dispatched to the identified location to physically search for evidence such as spent casings or other indicators of a shooting. This approach ensures a comprehensive, data-driven, and coordinated response to gun violence in El Paso, enhancing the department's ability to respond more rapidly, effectively, and safely to gun-related crimes.

### **Capacity & Capabilities:**

The El Paso Police Department (EPPD) has a dedicated and certified team for handling firearm-related evidence through its Integrated Ballistics Identification System (IBIS). The Ballistic Intelligence Unit (B.I.U.), operational since November 2019, includes two full-time officers who are specifically trained and certified in IBIS Data Acquisitions. The B.I.U. is regionally certified and plays a key role in processing ballistic evidence, ensuring that casings with immediate investigative value are quickly entered into the National Integrated Ballistic Information Network (NIBIN) system for ballistic comparison. This capacity allows for the rapid identification of leads directly linked to ongoing investigations. To date, the B.I.U. has successfully obtained 638 leads that have been crucial to investigations. The B.I.U. is organized to act swiftly, with sworn personnel dedicated to responding to crime scenes and processing ballistic evidence. By leveraging tiered evidence collection policies, the B.I.U. ensures that time-sensitive leads are prioritized. The unit serves as a resource to other investigative teams, linking cases, identifying suspects, and contributing to broader efforts to address gun violence. The B.I.U. consists of two supervisors and two sworn officers responsible for responding to gun-related calls, entering acquisitions into the NIBIN system, and verifying firearm data in the Electronic Tracing System (E-Trace). Additionally, the unit helps coordinate inter-departmental efforts to tackle gun crimes. To ensure information is up to date and relevant, the B.I.U. engages with first-line officers through regular shift meetings and on-shift training sessions. These collaborative meetings include detectives, tactical support units, and other specialty teams, which help enhance communication, address challenges, and improve operational efficiency across the department. The Gang Unit operates from the Texas Anti-Gang Center (T.A.G.), a collaborative space that includes federal, state, and local law enforcement agencies. The T.A.G. Center is overseen by a board comprising executive staff from participating agencies, enabling the sharing of resources, information, and operational focus. This setup maximizes the impact of joint operations while ensuring flexibility during critical moments. The T.A.G. center's ability to respond to various criminal activities is further supported by the use of mini ballistic shields essential for officer safety during high-risk critical incidents.

### **Performance Management :**

The El Paso Police Department (EPPD) will systematically document and evaluate the implementation of intelligence-led policing activities through the use of innovative technology. The primary goal of this project is to enhance the department's ability to detect, investigate, and prevent gun violence through data-driven decision-making and technology deployment. Overall Goals, Objectives, and Strategies: Enhance Gun Crime Detection and Response: Continue using gunshot detection systems and the Ballistic Intelligence Unit (B.I.U.) to reduce response times, improve the accuracy of gun-related investigations, and identify patterns in gun violence. Improve Investigative Capabilities: Use NIBIN and E-Trace systems to track and link ballistic evidence to ongoing investigations, thereby providing actionable intelligence to law enforcement agencies. Data Collection and Tracking: To evaluate the effectiveness of the project, the EPPD will systematically collect and track the following data. Technology deployment: Frequency and volume of technology use, including gunshot detection systems, will be recorded. Gun Crime and Investigations: Data will be collected on 911 calls for service related to weapons discharges, number of casings entered into the NIBIN system will be tracked, along with the number of links to other gun crimes and number of firearms traced through the E-Trace system will be monitored to evaluate the effectiveness of ballistic evidence tracking. Data Management and Analysis: All relevant data will be collected and maintained by the MATRIX Fusion Center's Crime Analyst(s) and supervisor. They will be responsible for compiling reports and conducting regular reviews to assess progress toward the project's objectives.

### **Target Group :**

The City of El Paso is divided into 6 regions, including the Northeast, West Side, Central, Pebble Hills, Upper Eastside, and Mission Valley Regional Command Centers. Based on recent crime statistics and analysis, the Northeast and Pebble Hills Regional Command Centers have historically experienced higher rates of gun crime. 80



With the implementation of the social media platform and expanded capabilities at the EPPD MATRIX, the department will also be able to support other local, state, and federal agencies in tracking open-source and social media information related to ongoing investigations. This expanded capacity allows for a more collaborative and integrated approach to addressing gun violence and criminal activities. The target group for this project includes: Residents of the City of El Paso, who will benefit from improved gun violence detection and faster law enforcement responses. EPPD Gang Unit: Officers and investigators who will be equipped with mini ballistic shields that will be used during surveillance and high-risk critical incident responses. Local Law Enforcement: Officers within the EPPD who will directly benefit from enhanced technology and real-time intelligence, enabling more efficient and effective responses to gun crimes. State and Federal Agencies: Local, state, and federal law enforcement agencies that may request assistance from the Fusion Center, particularly in tracking social media and open-source information to aid in investigations.

**Evidence-Based Practices:**

The activation of the El Paso Police Department's (EPPD) gunshot detection system on October 31, 2021, was based on evidence supporting the efficacy of similar systems in reducing gun violence and enhancing law enforcement response times. The system provides real-time notifications of gunshot incidents, enabling officers to respond quickly and efficiently. The collaboration between the Gunshot Detection System and EPPD's Ballistic Intelligence Unit (B.I.U.) has been integral to solving cases. The B.I.U. has successfully linked several criminal cases to incidents detected by the gunshot detection system. In some instances, initial patrol units were unable to locate evidence due to the time of day or visibility constraints. However, by utilizing the coordinates from the gunshot detection system, the B.I.U. was able to re-check the area and recover gun casings, providing crucial evidence for ongoing investigations. Real-time alerts enable law enforcement to respond more quickly, increasing the likelihood of locating and securing evidence. Moreover, these systems have been shown to improve the accuracy of crime scene investigations and reduce response times, which is essential in high-crime areas. The mini ballistic shields will provide officer safety protection to gang officers when responding to these high crime areas. EPPD has strategically relocated the mobile gunshot detection system from its initial coverage area, the Northeast Regional Command (NERC), to Pebble Hills Regional Command and Mission Valley Regional Command (PHRC and MVRC) based on data-driven analysis of crime patterns. This relocation aligns with evidence supporting the targeting of resources to areas with higher gun crime activity. The EPPD's predictive crime analysis plays a key role in optimizing the deployment of this technology. By analyzing crime trends and hotspot data, EPPD can proactively target regions with significant gun violence and maximize the system's impact. El Paso and its citizens stand to benefit greatly from this innovative approach, as research consistently demonstrates that technological advancements like gunshot detection systems, when integrated with real-time intelligence and evidence-based policing strategies, enhance public safety and improve law enforcement outcomes.

**Project Activities Information**

**Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

**Selected Project Activities:**

| ACTIVITY        | PERCENTAGE: | DESCRIPTION   |
|-----------------|-------------|---|
| Law Enforcement | 100.00      | In preventing gun crime the El Paso Police Department must maintain the existing Gun Shot Detection Sensors and purchase level 3 mini ballistic shields for the Gang Unit. This will assist our Department in reaching our goal of prevention, detection and apprehension of potential offenders. |

**CJD Purpose Areas**

| PERCENT DEDICATED | PURPOSE AREA | PURPOSE AREA DESCRIPTION |
|-------------------|--------------|--------------------------|
|-------------------|--------------|--------------------------|

**Measures Information**

## Objective Output Measures

| <b>OUTPUT MEASURE</b>  | <b>TARGET LEVEL</b> |
|--|---------------------|
| Equipment or technology:<br>Individuals/Operators equipped                                 | 7                   |
| General Law Enforcement or Public<br>Safety: Arrests resulting from grant                  | 1                   |
| Targeted Investigation: Criminal cases<br>resulting in arrest                              | 1                   |
| Targeted Investigation: Grant-funded<br>investigations carried out by the<br>unit/division | 0                   |
| Training or professional development:<br>Individuals provided                              | 0                   |
| Training or professional development:<br>Individuals received                              | 0                   |
| Training, professional development, or<br>technical assistance: Hours provided             | 0                   |
| Training, professional development, or<br>technical assistance: Hours received             | 0                   |

## Objective Outcome Measures

| <b>OUTCOME MEASURE</b> | <b>TARGET LEVEL</b> |
|------------------------|---------------------|
|------------------------|---------------------|

## Custom Output Measures

| <b>CUSTOM OUTPUT MEASURE</b> | <b>TARGET LEVEL</b> |
|------------------------------|---------------------|
|------------------------------|---------------------|

## Custom Outcome Measures

| <b>CUSTOM OUTCOME MEASURE</b> | <b>TARGET LEVEL</b> |
|-------------------------------|---------------------|
|-------------------------------|---------------------|



### **Lobbying**

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
- ☐ No
- ☒ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
- ☒ No
- ☐ N/A

### **Debarment**

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify
- ☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

### **Fiscal Capability Information**

#### **Section 1: Organizational Information**

**\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

**Section 2: Accounting System**

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes

☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

**Section 3: Financial Capability**

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes

☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes

☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes  
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits. Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes  
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Budget Details Information

##### Budget Information by Budget Line Item:

| CATEGORY        | SUB CATEGORY           | DESCRIPTION   | OOG         | CASH MATCH | IN-KIND MATCH | GPI    | TOTAL       | UNIT/% |
|-----------------|------------------------|---|-------------|------------|---------------|--------|-------------|--------|
| Contractual and | Investigative Services | Subscription for Firefly acoustic detection sensors | \$25,200.00 | \$0.00     | \$0.00        | \$0.00 | \$25,200.00 | 0      |

|                       |  |  |            |        |        |        |            |   |
|-----------------------|--|--|------------|--------|--------|--------|------------|---|
| Professional Services |  | and maintenance with Gun Intelligence Technologies for one year at \$25,200.   |            |        |        |        |            |   |
| Equipment             | Surveillance Equipment and Accessories | The grant be used to purchase (9) mini ballistic shields to enhance the gang unit's ability to safely interdict violent gang activity by providing rifle-rated protection during high-risk critical incident encounters. Each shield is \$900 for a total of \$8100, the remaining balance will be cover with OCD general funds. | \$7,800.00 | \$0.00 | \$0.00 | \$0.00 | \$7,800.00 | 9 |

#### Source of Match Information

#### Detail Source of Match/GPI:

| DESCRIPTION | MATCH TYPE | AMOUNT |
|-------------|------------|--------|
|-------------|------------|--------|

#### Summary Source of Match/GPI:

| Total Report | Cash Match | In Kind | GPI Federal Share | GPI State Share |
|--------------|------------|---------|-------------------|-----------------|
| \$0.00       | \$0.00     | \$0.00  | \$0.00            | \$0.00          |

#### Budget Summary Information

#### Budget Summary Information by Budget Category:

| CATEGORY | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|----------|-----|------------|---------------|-----|-------|
|----------|-----|------------|---------------|-----|-------|

|                                       |             |        |        |        |             |
|---------------------------------------|-------------|--------|--------|--------|-------------|
| Contractual and Professional Services | \$25,200.00 | \$0.00 | \$0.00 | \$0.00 | \$25,200.00 |
| Equipment                             | \$7,800.00  | \$0.00 | \$0.00 | \$0.00 | \$7,800.00  |

**Budget Grand Total Information:**

| OOG         | CASH MATCH | IN-KIND MATCH | GPI    | TOTAL       |
|-------------|------------|---------------|--------|-------------|
| \$33,000.00 | \$0.00     | \$0.00        | \$0.00 | \$33,000.00 |

**Condition Of Fundings Information**

| Condition of Funding / Project Requirement | Date Created | Date Met | Hold Funds | Hold Line Item Funds |
|--|--------------|----------|------------|----------------------|
|--|--------------|----------|------------|----------------------|

You are logged in as **User Name:** emunozmo



Legislation Text

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**File #:** 26-0135, **Version:** 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

Police, Chief Peter Pacillas, (915) 212-4302

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to apply and submit to the Public Safety Office of the State of Texas, grant application number 5684401, for the City of El Paso Police Department project identified as "Peace Officer Mental Health Program, FY2027" to provide financial assistance to the City of El Paso. Requesting \$200,000.00. No cash match is required. The grant period will be from October 1, 2026 - September 30, 2027.



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



**DEPARTMENT:** Police

**AGENDA DATE:** 1/20/26

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Chief of Police, Peter Pacillas

**PHONE NUMBER:** 915-212-4302

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:**

Goal 2: Set the Standard for a Safe and Secure City

**SUBGOAL:**

Increase public safety operational efficiency

**SUBJECT:**

A resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5684401, for the City of El Paso Police Department project identified as "Peace Officer Mental Health Program, FY2027" to provide financial assistance to the City of El Paso. Requesting \$200,000.00. No cash match is required. The grant period will be from October 1, 2026 – September 30, 2027.

**BACKGROUND / DISCUSSION:**

Police officers are routinely exposed to cumulative occupational stress and critical incidents that place them at increased risk for trauma-related psychological injury, burnout, and impaired functioning. The approach recognizes officer mental health as a predictable occupational hazard and is designed to reduce barriers to early intervention. This project will expand and provide critical resources to the El Paso Police Department's existing Peace Officer Mental Health Program through a hybrid service-delivery model that combines embedded clinical support with coordinated external referral resources.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

None

**AMOUNT AND SOURCE OF FUNDING:**

Funds for this project is authorized under the Texas General Appropriations Act, Article I for Trusteed Programs within the Office of the Governor. The El Paso Police Department is requesting \$200,000.00 to support this project, with no cash match required.

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

None

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the grant/application number 5684401 for the El Paso Police Department project identified as “Peace Officer Mental Health Program FY2027”; and

**WHEREAS**, pursuant to Ordinance No. 016016, the City Council previously designated the City Manager as the authorized signatory for City grant applications and acceptances in the interest of efficiency of administrative governmental operations; and

**WHEREAS**, the City Council desires to reaffirm the City Manager, or designee, as the City’s as the Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities; and

**WHEREAS**, the City acknowledges that, for purposes of compliance with grant requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, a Financial Officer separate from the Authorized Official is required to administer grant-related financial and programmatic reporting functions on behalf of the City.

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

1. **THAT**, the City Manager or designee is authorized to apply and submit to the Public Safety Office of the State of Texas, grant application number 5684401, for the City of El Paso Police Department project identified as “Peace Officer Mental Health Program FY2027” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **THAT**, the City Council hereby designates the Deputy Chief Financial Officer – Comptroller or the Office of the Comptroller Grants Administrator, as the City’s Financial Officer for purposes of compliance with grant requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, either of

whom is authorized to submit financial and programmatic reports and to perform grant-related actions on behalf of the City.

**BE IT FURTHER RESOLVED THAT,** the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

*(Signatures to follow on next page)*

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.


**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Peter Pacillas  
Chief of Police

[Print This Page](#)

**Agency Name:** El Paso, City of  
**Grant/App:** 5684401 **Start Date:** 10/1/2026 **End Date:** 9/30/2027

**Project Title:** Peace Officer Mental Health Program FY2027  
**Status:** Application Pending Submission

**Eligibility Information**  
**Your organization's Texas Payee/Taxpayer ID Number:**  
17460007499014

**Application Eligibility Certify:**  
Created on: 12/15/2025 6:00:22 PM By: Edith Munoz

**Profile Information**  
**Applicant Agency Name:** El Paso, City of  
**Project Title:** Peace Officer Mental Health Program FY2027  
**Division or Unit to Administer the Project:** El Paso Police Department  
**Address Line 1:** 300 N. Campbell  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79901-1402  
**Start Date:** 10/1/2026  
**End Date:** 9/30/2027

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments  
**Headquarter County:** El Paso  
**Counties within Project's Impact Area:** El Paso

**Grant Officials:**  
**Authorized Official**  
**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

**Financial Official**  
**Name:** Elida Puchi  
**Email:** puchie@elpasotexas.gov  
**Address 1:** 300 N Campbell St  
**Address 1:**  
**City:** El Paso, Texas 79938  
**Phone:** 915-212-1729 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** --- Select One ---  
**Position:** Accounting Manager

**Project Director**  
**Name:** Justin Kepple  
**Email:** kepplejd@elpasotexas.gov

**Address 1:** 911 N. Raynor  
**Address 1:**  
**City:** El Paso , Texas 79903  
**Phone:** 915-479-0719 Other Phone: 915-212-4022  
**Fax:**  
**Title:** Mr.  
**Salutation:** Dr.  
**Position:** Public Safety Psychologist

**Grant Writer**

**Name:** Edith Munoz  
**Email:** C2087@elpasotexas.gov  
**Address 1:** 911 N. Raynor  
**Address 1:**  
**City:** El Paso , Texas 79903  
**Phone:** 915-212-4286 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** --- Select One ---  
**Position:** Research Assistant

**Grant Vendor Information**

**Organization Type:** Unit of Local Government (City, Town, or Village)  
**Organization Option:** applying to provide services to all others  
**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499014  
**Unique Entity Identifier (UEI):** KLZGKXNFVTL4

**Narrative Information**

**Introduction**

The purpose of this program is to provide services and assistance directly to peace officers and first responders to address direct and indirect trauma that occurs in the course of their normal duties either as the result of the commission of crimes by other persons or in response to an emergency.

**Certifications**

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

#### **Resolution from Governing Body**

Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

#### **Confidentiality and Privacy**

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

#### **Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

#### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

#### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.



### **Compliance with State and Federal Laws, Programs and Procedures**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2027 or the end of the grant period, whichever is later.

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X I certify to all of the application content & requirements.**

### **Project Abstract :**

Peace officers are routinely exposed to cumulative occupational stress and critical incidents that place them at increased risk for trauma-related psychological injury, burnout, and impaired functioning. Despite growing awareness of law enforcement mental health needs, barriers such as stigma, confidentiality concerns, and limited access to culturally competent services continue to delay or prevent timely care. This project will expand the El Paso Police Department's existing Psychological Services Unit through a hybrid service-delivery model that combines embedded clinical support with coordinated external referral resources. Grant funding will support confidential, evidence-based mental health services, including individual counseling, structured psychological response following critical incidents, and service-linked support activities designed to improve access, continuity of care, and early intervention via mental health resources. The program emphasizes voluntary participation, strict confidentiality, and clear separation from disciplinary and evaluative processes, intending to improve officer well-being and workforce stability.

### **Problem Statement :**

Peace officers are routinely exposed to direct and indirect traumatic experiences as a function of normal duty operations. These experiences include responding to violent crime scenes, child abuse investigations, officer-involved shootings, and line-of-duty deaths. These events are not isolated occurrences; officers experience cumulative occupational and operational stressors throughout their careers, placing them at elevated risk for trauma- and stressor-related psychological injury, emotional exhaustion, and burnout. Although awareness of peace officer mental health needs continues to expand, persistent barriers to care, including confidentiality concerns, stigma, fear of career impact, and systemic mistrust of mental health services historically perceived as punitive, frequently delay or prevent service utilization. When services are accessed, they are often reactive rather than proactive, resulting in fragmented continuity of care, limited treatment planning, and insufficient cultural alignment with the operational realities of law enforcement work. As a result, mental health concerns may escalate until they reach a threshold of occupational impairment, negatively affecting individual officer morale, unit effectiveness, organizational efficiency, and public trust. This project addresses these gaps by expanding access to confidential, evidence-based mental health services tailored to the operational realities of peace officers and first responders.

### **Supporting Data :**

Empirically supported data consistently demonstrate that peace officers experience elevated exposure to cumulative trauma and chronic occupational stress, placing them at increased risk for posttraumatic stress symptoms, burnout, sleep disruption, and impaired psychological functioning compared to the general population. Meta-analytic findings indicate that approximately 10–20 percent of first responders, including police officers, meet criteria for probable posttraumatic stress disorder, with risk driven primarily by repeated exposure over time rather than single critical incidents. Beyond trauma exposure, organizational and operational stressors such as shift work, extended hours, administrative pressure, and public scrutiny are strongly associated with burnout, emotional exhaustion, and mental health symptoms among law enforcement personnel. Sleep disruption, which is highly prevalent among officers working non-day shifts, further exacerbates psychological distress, impairs decision-making, and increases safety-relevant risks. Despite elevated need, help-seeking among police officers remains limited, largely due to stigma, confidentiality concerns, and fears of negative career impact. Systematic reviews indicate that approximately one-third of first responders report stigma-related barriers to accessing mental health care, underscoring the importance of confidential, non-punitive service models that are culturally competent and clearly separated from evaluative or disciplinary processes. Department-specific data from a 2023 El Paso Police Department survey further supports this literature, identifying a need for improved coping support related to anxiety, depression, posttraumatic stress symptoms, sleep disturbance, and work-life balance, concluding that “mental health awareness for police officers should be in the forefront.”

### **Project Approach & Activities:**

This grant-funded program will expand the El Paso Police Department’s capacity to provide confidential, evidence-based mental health services through a hybrid service-delivery model that integrates embedded clinical support with coordinated external referral resources. The approach recognizes officer mental health as a predictable occupational hazard and is designed to reduce barriers to early intervention. Grant funds will support one licensed mental health clinician embedded within the department to provide voluntary, confidential services to peace officers and first responders. Services will focus on individual counseling, trauma-informed intervention, stress management, and short-term stabilization following critical incidents. The embedded clinician will also provide psychological first aid following qualifying incidents and coordinate continuity of care beyond the immediate response period. When clinical demand exceeds embedded capacity or specialized services are required, the program will use formal referral pathways to connect patients with vetted, culturally competent community-based mental health providers. These partnerships will be governed by Memoranda of Understanding to ensure timely access, continuity of care, and adherence to confidentiality standards. Grant funding will also support a Wellness Coordinator, who will provide non-clinical service support to facilitate access to care, coordinate referrals, oversee skills training, and manage the department’s peer support program. All activities will remain voluntary and strictly separated from disciplinary or evaluative functions.

### **Capacity & Capabilities:**

The El Paso Police Department has an established Psychological Services Unit, led by the department’s Public Safety Psychologist, which provides the organizational infrastructure necessary to implement this project successfully. The department has demonstrated the capacity to integrate mental health services within a law enforcement environment while maintaining confidentiality, ethical standards, and separation of duties. A licensed mental health clinician with experience in trauma-informed care and familiarity with law enforcement culture and operational demands will deliver this grant-funded program. The Public Safety Psychologist will provide administrative oversight to ensure compliance, coordination, and continuity. Existing partnerships with first responder agencies and external mental health providers will support escalation when specialized care is required. Secure administrative systems will support confidential scheduling, referral coordination, and performance management tracking throughout the grant period.

### **Performance Management :**

Program success will be monitored using aggregate, non-identifying indicators aligned with approved project goals. Performance management will focus on service utilization, timeliness of access to care, adherence to service protocols, and participation in service-linked activities, including peer support and training. Voluntary, confidential department-wide feedback surveys will be administered during the grant period to assess officers’ perceptions of program accessibility, occupational well-being, mental health and help-seeking stigma, and organizational climate. All data will be used exclusively for program monitoring and quality improvement and will not constitute research or academic evaluation. No clinical records, diagnostic information, or personally identifiable mental health data will be collected for reporting purposes.



## Target Group :

The target population for this project includes all El Paso Police Department personnel who are classified as peace officers and/or first responders. This includes line officers, supervisory and command staff, administrators, dispatch personnel, nonsworn staff who may be exposed to operational or secondary trauma, and other nearby law enforcement and first responder personnel. All services funded under this project will be available on a voluntary basis and accessible without supervisory referral or disclosure

## Evidence-Based Practices:

The project design is informed by peer-reviewed research and established best practices in law enforcement and first responder mental health. Evidence supports trauma-informed, confidential mental health services that address cumulative occupational stress, critical incident exposure, and burnout. Best-practice models emphasize early access to care, continuity of services following critical incidents, and integration of mental health support within organizational structures while maintaining strict separation from evaluative or disciplinary functions. The hybrid service-delivery model aligns with these principles by combining embedded clinical access with external referral capacity to ensure timely and appropriate care. In the development of this project, the following research and best practice guidelines were utilized: Guidelines: International Association of Chiefs of Police (IACP) Peer Support Guidelines IACP – Police Psychological Services Section: Guidelines for Wellness Visits for Law Enforcement Personnel IACP Officer-Involved Shooting Guidelines IACP Consulting Police Psychologist Guidelines American Psychological Association (APA) Professional Practice Guidelines for Operational Psychology APA Professional Practice Guidelines to Integrating the role of work and Career into Psychological Practice APA Guidelines for Prevention in Psychology APA Clinical Practice Guidelines for the Treatment of PTSD APA Clinical Guidelines for Psychological Practice with Boys and Men APA Clinical Guidelines for Psychological Practice with Girls and Women APA Guidelines for Forensic Psychology APA Guidelines for Psychological Practice with Military Service Members, Veterans, and Their Families Texas Commission on Law Enforcement (TCOLE) Statutes and Rules Handbook, Subchapter M-1. Peer Support Network for Law Enforcement Officers (p.134-135) National Center for PTSD - Psychological first Aid: Field Operations Guide, 2nd Edition Textbooks: Barlow, D. H., Farchione, T. J., Sauer-Zavala, S., Heather Murray Latin, Ellard, K. K., Bullis, J. R., Bentley, K. H., Boettcher, H. T., & Cassiello-Robbins, C. (2017). Unified Protocol for Transdiagnostic Treatment of Emotional Disorders. Oxford University Press. Conn, S. M. (2025). Increasing Resilience in Police and Emergency Personnel. Routledge. Foa, E., Hembree, E., & Barbara Olaslov Rothbaum. (2007). Prolonged Exposure Therapy for PTSD. Oxford University Press. Hofer, M. S., Saxon, Z., Jordan, C., Salamino, J., & Back, A. A. (2024, May 22). Integrating and expanding wellness services: The North Carolina Responder Assistance Initiative. Police Chief Online. <https://www.policchiefmagazine.org/integrating-expanding-wellness-services/> Kitaef, J. (2019). Handbook of police psychology. Routledge. Resick, P. A., Monson, C. M., & Chard, K. M. (2017). Cognitive processing therapy for PTSD: A comprehensive manual. Guilford Press. Peer-Reviewed Journal Articles: Alves, L., Abreo, L., Petkari, E., & Pinto da Costa, M. (2023). Psychosocial risk and protective factors associated with burnout in police officers: A systematic review. *Journal of Affective Disorders*, 332, 283–298. <https://doi.org/10.1016/j.jad.2023.03.081> Arena, A. F., Gregory, M., Collins, D. A. J., Vilus, B., Bryant, R., Harvey, S. B., & Deady, M. (2025). Global PTSD prevalence among active first responders and trends over recent years: A systematic review and meta-analysis. *Clinical Psychology Review*, 120, 102622. <https://doi.org/10.1016/j.cpr.2025.102622> Estrada, N. (2023). Stress and Coping Methods Survey: Survey Results Report [Unpublished]. Planning and Research, Risk Management, El Paso Police Department. Fekedulegn, D., Burchfiel, C. M., Charles, L. E., Hartley, T. A., Andrew, M. E., & Violanti, J. M. (2016). Shift work and sleep quality among urban police officers: The BCOPS study. *Journal of Occupational and Environmental Medicine*, 58(3), e66–e71. <https://doi.org/10.1097/JOM.0000000000000620> Grupe, D. W. (2023). Mental health stigma and help-seeking intentions in police employees. *Journal of Community Safety and Well-Being*, 8(Suppl 1), S32–S39. <https://doi.org/10.35502/jcswb.290> Haugen, P. T., McCrillis, A. M., Smid, G. E., & Nijdam, M. J. (2017). Mental health stigma and barriers to mental health care for first responders: A systematic review and meta-analysis. *Journal of Psychiatric Research*, 94, 218–229. <https://doi.org/10.1016/j.jpsychires.2017.08.001> James, L., James, S., & Atherley, L. (2023). The effects of shift-work schedules on the sleep, health, safety, and quality of life of police employees during the COVID-19 pandemic. *Frontiers in Psychology*, 14, 1128629. <https://doi.org/10.3389/fpsyg.2023.1128629> Ugwu, L. E., & Idemudia, E. S. (2025). Burnout and post-traumatic stress disorders in police officers: Systematic review and meta-analysis. *Journal of Police and Criminal Psychology*, 40, 645–658. <https://doi.org/10.1007/s11896-024-09713-7> Violanti, J. M., Charles, L. E., McCanlies, E., Hartley, T. A., Baughman, P., Andrew, M. E., Fekedulegn, D., Ma, C. C., Mnatsakanova, A., & Burchfiel, C. M. (2017). Police stressors and health: A state-of-the-art review. *Policing: An International Journal*, 40(4), 642–656. <https://doi.org/10.1108/PIJPSM-06-2016-0097> Wagner, S. L., White, N., Fyfe, T., Matthews, L. R., Randall, C., Regehr, C., White, M., Alden, L. E., Buys, N., Carey, M. G., Cornell, W., Fraess-Phillips, A., Krutop, E., & Fleischmann, M. H. (2020). Systematic review of

posttraumatic stress disorder in police officers following routine work-related critical incident exposure. American Journal of Industrial Medicine, 63(7), 600-615. <https://doi.org/10.1002/ajim.23120>

## **Project Activities Information**

### **Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

### **Peace Officer Mental Health Programs**

#### **Program Organization and Characteristics**

Is this a new program or building capacity for an existing program?

☐ New Program

☒ Building Capacity for an Existing Program

In the space below NEW programs should describe any completed needs assessments and/or steps taken to date. Additionally, all programs must describe how services will be provided – internally, externally, or a hybrid of both – and who will provide them. Finally, describe the guidelines used to manage case load under the program.

This grant-funded project builds on the El Paso Police Department's existing Psychological Services Unit by expanding capacity and formalizing a hybrid service-delivery model. Internal services will be provided by a licensed mental health clinician embedded within the department. The full-time clinician will be expected to maintain a caseload of 60-70 clients at any given time, depending on clinical demand and the range of client needs. The expectation for 60-90-minute initial intake sessions, 45-55-minute follow-up sessions, and 15-30-minute check-ins will allow for a total goal of 250-275 client contacts per month with 120-130 hours of direct client care per month. Additional time will be utilized for appropriate administrative duties such as clinical documentation and session preparation. In circumstances where the clinician's case load cannot accommodate additional clients, or when a client's presenting problems require a specialized or higher level of care, a coordinated external referral to a properly vetted, culturally competent, community-based mental health clinic will be utilized, with agreements made via Memorandum of Understanding (MOU).

Describe where in the organizational chart will the program reside and under whose authority. Where will program activities physically take place? If the program is housed in the same building as operations, address how the program will mitigate any stigma associated with utilizing the program.

The program will reside within the El Paso Police Department's Psychological Services Unit, which operates under the Strategic Initiative Division of the Administrative Services Bureau. Administrative oversight will be provided by the department's Public Safety Psychologist, who will ensure that the grant-funded program's functioning maintains clear separation from command, disciplinary, and investigative units. The program's activities will take place at an off-site location, ensuring privacy, confidentiality, and discretion, with measures in place to mitigate perceived stigma, including a private scheduling system, confidential entry points, flexible appointment options, and clear communication that participation is voluntary and protected. Any mandatory mental health treatment will be facilitated through the existing Employee Assistance Program, which will ensure a clear distinction between command-directed treatment and the voluntary treatment provided by this grant-funded program, further reinforcing the initiative's non-punitive goals.

#### **Referral Network Description**

Describe the types and method of referrals provided for each of the six target populations described above. Distinguish between voluntary and mandatory referrals. Describe the plan for an escalation referral system (when in-house services are not capable of handling a particular situation).

All participants, including line officers, command staff, administrators, dispatchers, nonsworn personnel, and other nearby law enforcement/first responder personnel, will independently access services without supervisory approval or notification, utilizing a Health Insurance Portability and Accountability Act (HIPAA) compliant electronic scheduling system. Supervisors will be encouraged to recommend that personnel seek services to reduce stigma. However, all participation in this grant-funded program will remain voluntary and non-punitive. When embedded mental health services have exceeded their clinical caseload limits or are unable to address a particular clinical need, referrals will be made to external mental health clinics/providers, with various levels of care and designated specialty services, through established referral pathways outlined in a Memorandum of Understanding (MOU). This escalation system will ensure continuity of care for each officer who seeks help, all while maintaining confidentiality and separation of duties to ensure that no referral under this program is disciplinary, mandatory, or evaluative in nature.

#### **Notification of Services**

Describe the types of informational materials produced and how they are distributed or made available to employees.



The El Paso Police Department will produce and self-finance informational material describing the available services provided by this grant-funded project, with full articulation of confidentiality protections and participation guidelines. Notification material will include digital communications, intranet postings, and briefings incorporated into existing communication channels. Notification materials will be distributed department-wide and through the regional law first responder network to ensure all eligible personnel are informed of available services and understand the voluntary and confidential nature of participation.

#### **Required Peer Support Program**

Describe how this program employs the Peer Support Network model to facilitate communication and continuity of care. For additional information, consult the [International Association of Chiefs of Police Peer Support Guidelines](#).

This grant-funded program will allow the El Paso Police Department to broaden the reach and impact of its Peer Support Program, in which peer-support team members will serve as a helpful communication bridge, assisting with facilitating access to services and continuity of care. Although peer-support members do not provide clinical treatment or psychological counseling, they offer peer-based consultation. This peer support consultation will include resource navigation to encourage officers and first responders seeking voluntary access to the grant-funded program services. Further, peer-support members can facilitate independent referrals following critical incidents and significant life events, support continuity of care coordination, and inform officers and first responders about existing health and wellness resources within the department. All peer support activities operate under established International Chiefs of Police (IACP) guidelines and Texas Law Enforcement Peer Network (TLEPN) training standards, with administrative oversight of the Wellness Coordinator to ensure ethical boundaries, confidentiality, and appropriate role separation are maintained and practiced.

#### **Selected Project Activities:**

| ACTIVITY               | PERCENTAGE: | DESCRIPTION   |
|------------------------|-------------|---|
| Mental Health Services | 100.00      | Grant funds will support one licensed mental health clinician embedded within the department to provide voluntary, confidential services to peace officers and first responders. Services will focus on individual counseling, trauma-informed intervention, stress management, and short-term stabilization following critical incidents. The embedded clinician will also provide psychological first aid following qualifying incidents and coordinate continuity of care beyond the immediate response period. When clinical demand exceeds embedded capacity or specialized services are required, the program will use formal referral pathways to connect patients with vetted, culturally competent community-based mental health providers. These partnerships will be governed by Memoranda of Understanding to ensure timely access, continuity of care, and adherence to confidentiality standards. Grant funding will also support a Wellness Coordinator, who will provide non-clinical service support to facilitate access to care, coordinate referrals, oversee skills training, and manage the department's peer support program. All activities will remain voluntary and strictly separated from disciplinary or evaluative functions. |

#### **CJD Purpose Areas**

| PERCENT DEDICATED | PURPOSE AREA | PURPOSE AREA DESCRIPTION |
|-------------------|--------------|--------------------------|
|-------------------|--------------|--------------------------|

#### **Measures Information**

##### **Objective Output Measures**

| OUTPUT MEASURE                       | TARGET LEVEL |
|--------------------------------------|--------------|
| Number of counseling hours provided. | 1140         |

|  |     |
|--|-----|
| Number of peace officers served.                     | 300 |
| Number of staff trained to provide program services. | 30  |

#### Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|-----------------|--------------|
|-----------------|--------------|

#### Custom Output Measures

| CUSTOM OUTPUT MEASURE   | TARGET LEVEL |
|---|--------------|
| Direct-service hours provided by clinical to program participants: hours/mo | 120          |
| Number of client contacts (intake, follow-up, check-ins): #/mo              | 250          |
| Percentage increase in Peer-Support Contacts per month.                     | 10           |

#### Custom Outcome Measures

| CUSTOM OUTCOME MEASURE   | TARGET LEVEL |
|--|--------------|
| Participant Satisfaction of Program Accessibility (1-5 Ascending Likert Scale)     | 4            |
| Department Personnel Occupational Satisfaction (1-5 Ascending Likert Scale)        | 4            |
| Department Personnel Quality of Life (1-5 Ascending Likert Scale)                  | 4            |
| Department Personnel Attitude Towards MH Help-Seeking (1-5 Ascending Likert Scale) | 4            |

### **Lobbying**

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
- ☒ No
- ☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
- ☒ No
- ☐ N/A

### **Debarment**

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify
- ☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

### **Fiscal Capability Information**

#### **Section 1: Organizational Information**

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

**Section 2: Accounting System**

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes

☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

**Section 3: Financial Capability**

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes

☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes

☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes  
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits. Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes  
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Budget Details Information

##### Budget Information by Budget Line Item:

| CATEGORY  | SUB CATEGORY     | DESCRIPTION                    | OOG         | CASH MATCH | IN-KIND MATCH | GPI    | TOTAL       | UNIT/% |
|-----------|------------------|--------------------------------|-------------|------------|---------------|--------|-------------|--------|
| Personnel | Counselor and/or | Contract Clinician - Salary at | \$98,371.00 | \$0.00     | \$0.00        | \$0.00 | \$98,371.00 | 100    |

|  |  |   |             |        |        |        |             |     |
|--|--|---|-------------|--------|--------|--------|-------------|-----|
|  | Therapist<br>(licensed)  | \$80,500.00 with<br>fringe benefits at<br>22.20% -<br>\$17,871.00 for a<br>total salary of<br>\$98,371.00   |             |        |        |        |             |     |
| Personnel                                      | Coordinator  | Wellness<br>Coordinator -<br>Salary at<br>\$50,432.91 with<br>fringe benefits at<br>22.20% -<br>\$11,196.11 for a<br>total salary of<br>\$61,629.02 | \$61,629.02 | \$0.00 | \$0.00 | \$0.00 | \$61,629.02 | 100 |
| Contractual<br>and<br>Professional<br>Services | Professional,<br>Presentation,<br>and/or<br>Training<br>Services | Training-<br>\$39,999.98  | \$39,999.98 | \$0.00 | \$0.00 | \$0.00 | \$39,999.98 | 0   |

#### Source of Match Information

#### Detail Source of Match/GPI:

| DESCRIPTION | MATCH TYPE | AMOUNT |
|-------------|------------|--------|
|-------------|------------|--------|

#### Summary Source of Match/GPI:

| Total Report | Cash Match | In Kind | GPI Federal Share | GPI State Share |
|--------------|------------|---------|-------------------|-----------------|
| \$0.00       | \$0.00     | \$0.00  | \$0.00            | \$0.00          |

#### Budget Summary Information

#### Budget Summary Information by Budget Category:

| CATEGORY                              | OOG          | CASH MATCH | IN-KIND MATCH | GPI    | TOTAL        |
|---------------------------------------|--------------|------------|---------------|--------|--------------|
| Contractual and Professional Services | \$39,999.98  | \$0.00     | \$0.00        | \$0.00 | \$39,999.98  |
| Personnel                             | \$160,000.02 | \$0.00     | \$0.00        | \$0.00 | \$160,000.02 |

#### Budget Grand Total Information:



| OOG          | CASH MATCH | IN-KIND MATCH | GPI    | TOTAL        |
|--------------|------------|---------------|--------|--------------|
| \$200,000.00 | \$0.00     | \$0.00        | \$0.00 | \$200,000.00 |

### Condition Of Fundings Information

| Condition of Funding / Project Requirement | Date Created | Date Met | Hold Funds | Hold Line Item Funds |
|--|--------------|----------|------------|----------------------|
|--|--------------|----------|------------|----------------------|

You are logged in as **User Name:** emunozmo



Legislation Text

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**File #:** 26-0136, **Version:** 1

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**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

Police, Executive Assistant Chief Zina Silva, (915) 212-4306

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to apply and submit to the Public Safety Office of the State of Texas, grant application number 4365505, for the City of El Paso Police Department project identified as "Body Worn Camera, FY2027" to provide financial assistance to the City of El Paso. Requesting \$127,653.00, which requires a cash match by the city of \$42,551.00. Grant period will be from September 1, 2026, through August 31, 2027.

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



**DEPARTMENT:** El Paso Police Department

**AGENDA DATE:** 01/20/2026

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Executive Assistant Chief Zina Silva

**PHONE NUMBER:** 915 212-4306

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:**

Goal 2 Set the Standard for a Safe and Secure City

**SUBGOAL:**

2.3 Increase public safety operational efficiency

**SUBJECT:**

A resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 4365505, for the City of El Paso Police Department project identified as "Body Worn Camera, FY2027" to provide financial assistance to the City of El Paso. Requesting \$127,653.00, which requires a cash match by the city of \$42,551.00 for a total project amount of \$170,204.00. Grant period will be from September 1, 2026, through August 31, 2027.

**BACKGROUND / DISCUSSION:**

The El Paso Police Department will utilize the Body Worn Camera Grant Program to fund 85 new Body Worn Cameras and accessories for its patrol and traffic officers. Providing Body Worn Cameras to all patrol and traffic officers, EPPD will have the ability to record and capture digital evidence of citizen and officer interactions.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The grant application for FY26 Body Worn Camera Program was approved on 2/25/2025 by City Council. For FY24 Body Worn Camera was approved by City Council on 1/31/2023. FY22 Body Worn Camera was approved by City Council on 11/9/2021.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

Peter F. Pacillas



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## RESOLUTION

**WHEREAS**, the City of El Paso (the "City") is eligible to apply for grants through the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the grant/application number 4365505 for the El Paso Police Department project identified as "Body Worn Camera FY27"; and

**WHEREAS**, pursuant to Ordinance No. 016016, the City Council previously designated the City Manager as the authorized signatory for City grant applications and acceptances in the interest of efficiency of administrative governmental operations; and

**WHEREAS**, the City Council desires to reaffirm the City Manager, or designee, as the City's as the Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities; and

**WHEREAS**, the City acknowledges that, for purposes of compliance with grant requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, a Financial Officer separate from the Authorized Official is required to administer grant-related financial and programmatic reporting functions on behalf of the City.

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

1. **THAT**, the City Manager or designee is authorized to apply and submit to the Public Safety Office of the State of Texas, grant application number 4365505, for the City of El Paso Police Department project identified as "Body Worn Camera FY2027" to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **THAT**, the City Council hereby designates the Deputy Chief Financial Officer – Comptroller or the Office of the Comptroller Grants Administrator, as the City's Financial Officer for purposes of compliance with grant requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, either of whom is authorized to submit financial and programmatic reports and to perform grant-related actions on behalf of the City.

**BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

*(Signatures to follow on the next page)*

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2026


**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Chief Peter Pacillas  
El Paso Police Department

**Agency Name:** El Paso, City of  
**Grant/App:** 4365505 **Start Date:** 9/1/2026 **End Date:** 8/31/2027

**Project Title:** Body Worn Cameras FY2027  
**Status:** Application Pending Submission

**Eligibility Information**

**Your organization's Texas Payee/Taxpayer ID Number:**  
17460007499014

**Application Eligibility Certify:**

Created on:12/15/2025 5:12:43 PM By:Edith Munoz

**Profile Information**

**Applicant Agency Name:** El Paso, City of  
**Project Title:** Body Worn Cameras FY2027  
**Division or Unit to Administer the Project:** El Paso Police Department Strategic Planning Division  
**Address Line 1:** 300 North Campbell Street  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79901-1402  
**Start Date:** 9/1/2026  
**End Date:** 8/31/2027

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments

**Headquarter County:** El Paso

**Counties within Project's Impact Area:** El Paso

**Grant Officials:**

**Authorized Official**

**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

**Financial Official**

**Name:** Elida Puchi  
**Email:** puchie@elpasotexas.gov  
**Address 1:** 300 N Campbell St  
**Address 1:**  
**City:** El Paso, Texas 79938  
**Phone:** 915-212-1729 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** --- Select One ---  
**Position:** Accounting Manager

**Project Director**

**Name:** Jeremiah Poust  
**Email:** 2451@elpasotexas.gov  
**Address 1:** 911 N. Raynor  
**Address 1:**  
**City:** El Paso, Texas 79903



**Phone:** 915-212-4313 Other Phone:  
**Fax:**  
**Title:** Mr.  
**Salutation:** Lieutenant  
**Position:** Lieutenant, Planning & Research

**Grant Writer**

**Name:** Edith Munoz  
**Email:** C2087@elpasotexas.gov  
**Address 1:** 911 N. Raynor  
**Address 1:**  
**City:** El Paso , Texas 79903  
**Phone:** 915-212-4286 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** --- Select One ---  
**Position:** Research Assistant

**Grant Vendor Information**

**Organization Type:** Unit of Local Government (City, Town, or Village)  
**Organization Option:** applying to provide services to all others  
**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499014  
**Unique Entity Identifier (UEI):** KLZGKXNFVTL4

**Narrative Information**

**Introduction**

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

**Program-Specific Questions**

**Organization Information**

The number of licensed officers directly employed by the applicant agency:

1133

The number of licensed, front-line officers who are engaged in traffic or highway patrol or otherwise regularly detain or stop motor vehicles, or are primary responders who respond directly to calls for assistance from the public:

1133

**Certifications**

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

### **Constitutional Compliance**

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

### **Eligible Officers**

Applicant assures that grant funds will be used only to equip peace officers of a municipal police department or sheriff's office, who are engaged in traffic or highway patrol otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public.

### **Reporting Requirements**

Applicant assures that it will annually file reports with the Texas Commission on Law Enforcement (TCOLE), in a manner prescribed by TCOLE, regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

### **Body-Worn Camera Policy**

Applicant assures that it will adopt a policy for the use of body-worn cameras which, at a minimum, includes all provisions described in Article 2B.0102, Texas Code of Criminal Procedure.

### **Resolution from Governing Body**

Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

### **Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis.

complete and accurate user data, as well as the Texas mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

### **Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

### **Compliance with State and Federal Laws, Programs and Procedures**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3) ); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2027 or the end of the grant period, whichever is later.

### **Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X I certify to all of the application content and requirements.**

### **Project Abstract :**

The El Paso Police Department (EPPD) will utilize the Body-Worn Camera Grant Program to fund the lease of an additional 85 Body-Worn Cameras, licenses, and related accessories for its patrol and traffic officers. The El Paso Police Departments anticipates hiring approximately 85 officers in the next year and will need the grant funding to outfit these officers. The EPPD already has outfitted 763 officers with cameras and is expanding by 47 cameras in FY2026. Providing Body-Worn Cameras and accessories to new patrol and traffic officers will ensure that EPPD will have access to BWCs in the field to record and capture digital video evidence of citizen and officer interactions.

### **Problem Statement :**

The El Paso Police Department serves the City of El Paso which was incorporated in 1873. El Paso is the 22nd largest city in the United States and the 6th largest city in Texas. It is the largest metropolitan city on the U.S.-Mexico border, and spans over 255 square miles with a population just under 700,000. El Paso is bordered by the City of Juarez, Mexico, and the State of New Mexico. The City of El Paso's population is approximately 81% Hispanic, 12% White, 4% Black or African American and 3% other race, according to the 2020 US Census. The City of El Paso receives a large number of people visiting and working in our city daily. The EPPD is the largest local law enforcement agency in the area and consists of 1,133 total sworn law enforcement employees. Officers are

distributed throughout the city in six regional command centers. Each regional command is responsible for the patrol functions of that particular area. EPPD also has a centralized traffic division. Starting in 2023 the EPPD began rapid expansion of its BWC program to patrol and traffic officers. Over the last two years the department has been able to successfully deploy over 700 cameras into the field. During this time the department has struggled but successfully provided cameras to all patrol and traffic sections. The department has reached a point where new academy graduates will not have an issued BWC. The EPPD is requesting additional assistance in funding to lease 85 new cameras for patrol officers graduating from the academy during the grant period. EPPD recognizes that the use of Body-Worn Cameras helps to improve the quality of service to the citizens of El Paso. The use of Body-Worn Cameras ensures public safety, trust, operational efficiency, and transparency. Outfitting all patrol and traffic officers with Body-Worn Cameras provides quality digital evidence to assist with the prosecution of offenses. Additionally, the use of Body-Worn Cameras provide the following benefits: the use of Body-Worn Cameras allows for evidence and events to be captured and saved digitally to assist in the prosecution of offenses. Body-Worn Cameras provide for another means of documentation of an incident to corroborate an officer's testimony. Body-Worn Cameras can increase transparency and accountability of law enforcement to the communities they serve by providing a digital record of officers' interactions with the public available for review. This improves public relations, confidence, and police legitimacy in the community. Lastly, Body-Worn Cameras can assist in the resolution of complaints against police officers. If officer's interactions are recorded, this allows the department quick review and objective analysis of an incident in question that either may substantiate or unfound a complaint of misconduct. Funding from this grant will continue the lease of body-worn cameras and accessories for the El Paso Police Department.

### **Supporting Data :**

Year to date in 2025 the El Paso Police Department responded to over 191,000 calls for service. There were over 76,000 officer initiated calls for service. Over 29,000 NIBRS Group A crimes were reported year to date in 2025. The El Paso Police Department made over 15,000 arrests in 2025 and anticipates similar numbers of activity in future years. Year to date in 2025, the El Paso Police Department captured over 576,000 additional videos with body-worn cameras.

### **Project Approach & Activities:**

One of the City's strategic goals is to set the standard for a safe and secure city, and its mission is to deliver exceptional services to support a high quality of life and place for our community. The funding from this grant will allow the El Paso Police Department to continue the success of the Body-Worn Camera Program and ensure cameras are deployed to future graduating classes of patrol officers. This ensures EPPD's objective to provide a Body-Worn Camera to every officer working in a patrol or traffic functions and those units responding directly to public calls for assistance. In the two years since the initial deployment of the BWCs the department has worked on the department wide training on the cameras, the deployment of the cameras to the field, managing the digital evidence in the cloud-based evidence library, and sharing recordings for public records requests and prosecution. As demonstrated in our growing number of videos created, the BWCs are being used to record officer and citizen interactions and document incidents. This increases the amount and quality of digital evidence available for prosecutions of offenses and to corroborate officer testimony. Increased recordings of interactions also increases accountability of officers and the public's confidence that officers are delivering exceptional services to its citizens. Supervisors, Internal Affairs, and appropriate investigative sections have direct access to view videos as necessary for quality control purposes and to ensure that events recorded are properly categorized by incident type and case number, submitted as evidence and stored for appropriate retention periods. Additionally, body-Worn Camera video has been available to the District Attorney, County Attorney, and Municipal Court for prosecution and open records request to the public, media, and other interested parties.

### **Capacity & Capabilities:**

The El Paso Police Department currently employs 1,133 commissioned police officers. In January 2023, the EPPD began its deployment of BWC to all officers assigned to one of the 6 regional commands, the traffic division, and units that frequently engage in calls for service with the public such as the Metro Unit, Gang Unit, and Crisis Intervention Team. The EPPD also upgraded and integrated our current in-car video systems to seamlessly pair with the deployed BWCs. The EPPD has created a digital video recording systems unit. This unit is experienced and trained in managing digital video recording system software, performing redactions, distributing videos and evidence as necessary to the District Attorney, County Attorney, State prosecutors, municipal court, and the public via open records requests.

### **Performance Management :**

The goal of EPPD is to have video documentation of every police/citizen interaction. This is especially true in critical incidents, newsworthy events and events that capture public interest. Since inception of the program BWCs have

assisted in the investigation of 15 officer-involved shootings and two in-custody deaths. Additionally, the objective is to provide video documentation to our Law Enforcement partners such as the District Attorney’s Office, the County Attorney, municipal court, and to the public via open records requests. In 2023 the EPPD handled approximately 1,200 video requests to the District Attorney’s Office, 500 to the County Attorney, and 1,100 open records requests. In 2024 the EPPD handled approximately 5,000 District Attorney requests for video, 800 from the County Attorney, and over 1,000 open records requests. EPPD continues to see an upward trend of these numbers and year to date 2025 we have handled 8,300 District Attorney requests, 405 County Attorney requests, and over 1,500 open records requests.

**Target Group :**

The EPPD provides videos obtained through our BWC technology to the District Attorney’s Office, the County Attorney’s Office, Municipal Court, the Department of Public Safety, Texas Alcoholic Beverage Commission, and a number of Federal Agencies such as Customs and Border Protection, and Ft. Bliss. This is in addition to the open records requests the EPPD receives from the public. In 2023 the EPPD handled a over 4,000 requests for video. In 2024 the EPPD handled over 7,100 requests. Again, the EPPD is seeing an increase in these numbers with year to date over 9,000 requests in 2025.

**Evidence-Based Practices:**

The EPPD follows the Texas Commission on Law Enforcement the best practices and model policy for it’s BWC program. In EPPD’s approach to establishing a BWC program we also reviewed policies and best practices from nearly 20 cities such as Houston, San Antonio, Plano, Phoenix.

**Project Activities Information**

**Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

**Selected Project Activities:**

| ACTIVITY                                | PERCENTAGE: | DESCRIPTION  |
|---|-------------|--|
| Body-Worn Camera Program Implementation | 100.00      | The El Paso Police Department (EPPD) will utilize the Body-Worn Camera (BWC) Grant Program to lease 85 body-worn cameras and accessories for sworn officers. Officers will be performing patrol and traffic related functions while utilizing the BWC, such as responding to calls for service, traffic enforcement, and direct interactions with citizens for public safety concerns. |

**CJD Purpose Areas**

| PERCENT DEDICATED | PURPOSE AREA | PURPOSE AREA DESCRIPTION |
|-------------------|--------------|--------------------------|
|-------------------|--------------|--------------------------|

**Measures Information**

Objective Output Measures

| OUTPUT MEASURE  | TARGET LEVEL |
|---|--------------|
| Number of body-worn cameras purchased with grant funds. | 85           |

## Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|-----------------|--------------|
|-----------------|--------------|

## Custom Output Measures

| CUSTOM OUTPUT MEASURE                                   | TARGET LEVEL |
|---|--------------|
| Number of body-worn cameras purchased with grant funds. | 85           |
|   |              |
|   |              |
|   |              |

## Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|------------------------|--------------|
|                        |              |
|                        |              |
|                        |              |
|                        |              |

## Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes  
☒ No  
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:



☐ Yes  
☒ No  
☐ N/A

### Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify  
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

### Fiscal Capability Information

#### Section 1: Organizational Information

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

#### Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes  
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes  
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 3: Financial Capability**

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 4: Budgetary Controls**

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
- ☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 5: Internal Controls**

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.



Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes  
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Budget Details Information

#### Budget Information by Budget Line Item:

| CATEGORY                              | SUB CATEGORY   | DESCRIPTION  | OOG          | CASH MATCH  | IN-KIND MATCH | GPI    | TOTAL        | UNIT/% |
|---------------------------------------|--|--|--------------|-------------|---------------|--------|--------------|--------|
| Contractual and Professional Services | Installation of grant purchased equipment and technology | The funding of this project will pay for 12 months of operation for the 85 BWC devices purchased. This covers the hardware costs associated with the actual BWC devices, cables, and mounts (\$72,166). 85 BWC unlimited licenses which provides for unlimited storage of videos in evidence.com for that particular license (\$57,966). 10 Ab4 Multi Bay Dock Bundles, provides for the docking station for the BWC to upload digital evidence, charge, and update device settings. The dock contains 8 | \$127,653.00 | \$42,551.00 | \$0.00        | \$0.00 | \$170,204.00 | 0      |

|  |  |   |  |  |  |  |  |  |
|--|--|---|--|--|--|--|--|--|
|  |  | bays and have the capability of docking all 85 BWCs (\$16,380).<br>Purchase of 85 Axon Fusus license and BWC connectivity and plus user allows for the real-time GPS and LTE connectivity of the 85 devices. This provides detailed location information and the ability to 2 way livestream the device (\$21,032).<br>Purchase of 85 axon body rapidlock single molle mounts allows for a 2nd mount for each device to be mounted to outer vest carriers or external plate carriers (\$2,660). |  |  |  |  |  |  |
|--|--|---|--|--|--|--|--|--|

Source of Match Information

Detail Source of Match/GPI:

| DESCRIPTION                    | MATCH TYPE | AMOUNT      |
|--------------------------------|------------|-------------|
| El Paso, City of General Funds | Cash Match | \$42,551.00 |

Summary Source of Match/GPI:

| Total Report | Cash Match  | In Kind | GPI Federal Share | GPI State Share |
|--------------|-------------|---------|-------------------|-----------------|
| \$42,551.00  | \$42,551.00 | \$0.00  | \$0.00            | \$0.00          |

Budget Summary Information

**Budget Summary Information by Budget Category:**

| CATEGORY                              | OOG          | CASH MATCH  | IN-KIND MATCH | GPI    | TOTAL        |
|---------------------------------------|--------------|-------------|---------------|--------|--------------|
| Contractual and Professional Services | \$127,653.00 | \$42,551.00 | \$0.00        | \$0.00 | \$170,204.00 |

**Budget Grand Total Information:**

| OOG          | CASH MATCH  | IN-KIND MATCH | GPI    | TOTAL        |
|--------------|-------------|---------------|--------|--------------|
| \$127,653.00 | \$42,551.00 | \$0.00        | \$0.00 | \$170,204.00 |

**Condition Of Fundings Information**

| Condition of Funding / Project Requirement | Date Created | Date Met | Hold Funds | Hold Line Item Funds |
|--|--------------|----------|------------|----------------------|
|--|--------------|----------|------------|----------------------|

You are logged in as **User Name:** emunozmo



Legislation Text

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File #: 26-0137, Version: 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to apply and submit, to the Public Safety Office of the State of Texas, grant application number 5381302 for the City of El Paso Police Department project identified as "Criminal Justice Grant- JAG (Justice Assistance Grant) FY2027," to provide financial assistance to the City of El Paso. Requesting \$462,560.00, no cash match is required. Grant period will be from October 1, 2026 - September 30, 2027.

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



**DEPARTMENT:** City Clerk

**AGENDA DATE:** 1/20/26

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief Talamantes

**PHONE NUMBER:** 1-915-212-4309

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:**

Goal 2: Set the Standard for a Safe and Secure City

**SUBGOAL:**

2.3 Increase public safety operational efficiency

**SUBJECT:**

A resolution authorizing the City Manager or designee to submit, to the Public Safety Office of the State of Texas, grant application number 5381302 for the City of El Paso Police Department project identified as "Criminal Justice Grant - JAGFY2027," to provide financial assistance to the City of El Paso. Requesting \$462,560.00, no cash match is required. Grant period will be from October 1, 2026 - September 30, 2027.

**BACKGROUND / DISCUSSION:**

The El Paso police department plans to replace 50 outdated Apx 6000 portable radios, which are no longer supported, with 50 Apx Next Single Band radios featuring LTE connectivity. This upgrade will enhance communication reliability, reduce safety risks, and ensure seamless connectivity during high interference or low tower coverage, improving officer safety and community response.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The FY2026 JAG Grant application was approved by city council February 25,2025. The FY2025 JAG Grant application was approved by city council February 27,2024. The FY2024 JAG Grant application was approved by city council January 31, 2023. The FY2023 JAG Grant application was approved by city council February 1, 2022. The FY2022 JAG Grant application was approved by city council February 2, 2021. The FY2021 JAG Grant application was approved by city council February 18, 2020. The FY2020 JAG Grant application was approved by city council February 26, 2019. The FY2019 JAG Grant application was approved by city council February 20,2018.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

A/C J.F. BRIONES #1609

 *A/C J.F. Briones*

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grant funding administered by the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council (“City Council”) seeks to obtain grant funding through the grant application number 5381302 for the El Paso Police Department project identified as *Criminal Justice Grant - JAG FY2027* (“Grant”); and

**WHEREAS**, pursuant to Ordinance No. 016016, the City Council previously designated the City Manager as the authorized signatory for City grant applications and acceptances in the interest of efficiency of administrative governmental operations; and

**WHEREAS**, the City Council desires to reaffirm the City Manager, or designee, as the City’s as the Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities; and

**WHEREAS**, the City acknowledges that, for purposes of compliance with grant requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, a Financial Officer separate from the Authorized Official is required to administer grant-related financial and programmatic reporting functions on behalf of the City.

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

1. **THAT**, the City Council hereby designates the City Manager, or designee, as the City’s Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, with the authority to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City.
2. **THAT**, the City Manager, or designee, is authorized to apply for and submit to the Public Safety Office of the State of Texas, grant application number 5381302, for the City of El Paso Police Department project identified as *Criminal Justice Grant-JAG FY2027* to provide financial assistance to the City of El Paso.
3. **THAT**, the City of El Paso shall provide all applicable matching funds for the Grant if applicable.



4. **THAT**, in the event of loss or misuse of said grant funds, the City of El Paso agrees to return all such funds for said grant to the Public Safety Office of the State of Texas in accordance with applicable grant requirements.
5. **THAT**, the City Council hereby designates the Deputy Chief Financial Officer – Comptroller or the Office of the Comptroller Grants Administrator, as the City’s Financial Officer for purposes of compliance with grant requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, either of whom is authorized to submit financial and programmatic reports and to perform grant-related actions on behalf of the City.

**BE IT FURTHER RESOLVED THAT**, the City Manager, or designee, is authorized to execute any related documents to carry the intent of this Resolution, including but not limited to the grant agreement, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement that increase, decrease, or de-obligate program funds, provided that no additional City funds are required.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2026.

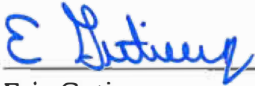
**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
for Peter Pacillas  
Chief of Police

**Agency Name:** El Paso, City of  
**Grant/App:** 5381302 **Start Date:** 10/1/2026 **End Date:** 9/30/2027

**Project Title:** Justice Assistance Grant FY2027  
**Status:** Application Pending Submission

### Eligibility Information

**Your organization's Texas Payee/Taxpayer ID Number:**  
17460007499014

### Application Eligibility Certify:

Created on:12/15/2025 5:20:54 PM By:Edith Munoz

### Profile Information

**Applicant Agency Name:** El Paso, City of  
**Project Title:** Justice Assistance Grant FY2027  
**Division or Unit to Administer the Project:** El Paso Police Department  
**Address Line 1:** 300 N. Campbell  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79901-1402  
**Start Date:** 10/1/2026  
**End Date:** 9/30/2027

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments

**Headquarter County:** El Paso

**Counties within Project's Impact Area:** El Paso

### Grant Officials:

#### Authorized Official

**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

#### Financial Official

**Name:** Elida Puchi  
**Email:** puchie@elpasotexas.gov  
**Address 1:** 300 N Campbell St  
**Address 1:**  
**City:** El Paso, Texas 79938  
**Phone:** 915-212-1729 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** --- Select One ---  
**Position:** Accounting Manager

#### Project Director

**Name:** Magali Franco  
**Email:** 2699@elpasotexas.gov  
**Address 1:** 911 N. Raynor St.  
**Address 1:**

**City:** El Paso, Texas 79903  
**Phone:** 915-212-4003 Other Phone: 915-820-8836  
**Fax:** 915-212-0260  
**Title:** Ms.  
**Salutation:** Lieutenant  
**Position:** Lieutenant Auxiliary Support

**Grant Writer**

**Name:** Edith Munoz  
**Email:** C2087@elpasotexas.gov  
**Address 1:** 911 N. Raynor  
**Address 1:**  
**City:** El Paso , Texas 79903  
**Phone:** 915-212-4286 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** --- Select One ---  
**Position:** Research Assistant

**Grant Vendor Information**

**Organization Type:** Unit of Local Government (City, Town, or Village)  
**Organization Option:** applying to provide services to all others  
**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499014  
**Unique Entity Identifier (UEI):** KLZGKXNFVTL4

**Narrative Information**

**Introduction**

The purpose of this funding is to support projects that promote public safety, reduce crime, and improve the criminal justice system.

**Certifications**

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

### **Constitutional Compliance**

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

### **Information Systems**

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

### **Bulletproof Vests**

Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made.

### **Resolution from Governing Body**

Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

### **Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

### **Entities That Collect Sexual Assault/ Sex Offense Evidence or Investigate/ Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

### **DNA Testing of Evidentiary Materials**

When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

### **Interoperable Communications**

Funds to support emergency communications activities must ensure compliance with the FY 2018 SAFECOM Guidance on Emergency Communications Grants; adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band; and are fully coordinated with the full-time [Statewide Interoperability Coordinator \(SWIC\)](#) for Texas.

### **Twelve-Step Programs**

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. PSO grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

### **Program Income**

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

### **National Instant Background Check System (NICS)**

Entities receiving funds under this solicitation that are to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations must have a system in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

### **Body-Worn Cameras (BWCs)**

Applicant assures that if it plans to purchase body-worn cameras with grant funds, that it has adopted adequate policies and procedures related to BWC equipment usage, data storage and access, privacy considerations and training. The certification form related to BWC policies and procedures can be found [here](#).



### **Compliance with State and Federal Laws, Programs and Procedures - Local Units of Government**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2027 or the end of the grant period, whichever is later.

### **Compliance with State and Federal Laws, Programs and Procedures – Nonprofit Organizations**

Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements.

### **Civil Rights Liaison**

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Mary Wiggins/Chief Human Resources Officer

Enter the Address for the Civil Rights Liaison:

300 N. Campbell El Paso, Texas 79901

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

915.212.1267

### **Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X I certify to all of the application content & requirements.**

### **Project Abstract :**



This project is requesting funds to purchase portable radios for the City of El Paso Police Department (EPPD). These portable radios will be issued to officers. By enhancing the EPPDs operational communications core capability, it will enhance the EPPD ability to carry out the response mission area when responding to acts of terrorism.

### **Problem Statement :**

The City of El Paso Police Department must ensure the safety of its residents and travelers. In emergencies, such as a terrorist attack, they might need to mobilize all officers but with current radio interference issues in the area, older radios are gravely impacted, and critical communication cannot be sent or received between the officers and dispatch. There are currently 360 APX 6000 that have reached end of life with Motorola and are not LTE compatible. Radio communications are susceptible to interference and degradation, a vulnerability that is amplified during a terrorist incident due to increased system demand or intentional disruption. The Rio Grande Council of Governments THIRA identifies terrorism as a threat on page 8.

### **Supporting Data :**

The City of El Paso has been impacted by radio interference coming from Mexico for over a year. This interference has been reported to the FCC and State Department but continues to affect officers throughout the city. We have had several incidents where radio interference from Mexico has impacted radio communications and has prevented officers and dispatchers from communicating with each other, which poses a severe communications issue. There has been one reported incident where the radio interference impacted communications to the east side of El Paso for over 12 hours. The current portable radios do not have LTE capability and during times of interference they are unable to send or receive radio transmissions, potentially placing the community and the officers in danger.

### **Project Approach & Activities:**

The EPPD intends on upgrading apx 6000 portable radios that have reached end of life to APX Next portable radios that have LTE capability and subscriptions, which will allow the officers in time of radio interference to jump on LTE and continue to relay critical radio transmissions.

### **Capacity & Capabilities:**

The City of El Paso is currently at an interoperability level 4, ensuring complete radio coverage throughout the city. While the El Paso Police Department (EPPD) has enough radios to meet the needs of its shifts, operational effectiveness has been critically impacted by radio interference from Mexico. Currently, 75% of the department's radios lack LTE compatibility, which significantly hampers communication during periods of radio interference. This limitation prevents the transmission and receipt of critical radio communications, creating operational challenges. While the current system is sufficient under normal conditions, it falls short during times of radio interference, highlighting the urgent need for upgraded, LTE-compatible communication equipment.

### **Performance Management :**

The El Paso Police Department (EPPD) will measure the success of this project by assessing improvements in communication reliability and operational effectiveness during incidents of radio interference. The primary goal of this project is to enhance the department's communication capabilities by upgrading to LTE-compatible portable radios, ensuring seamless connectivity and uninterrupted transmissions even during periods of cross-border interference. Objectives include reducing communication failures, improving response times, and enhancing officer safety through reliable communication. EPPD will collect, track, and maintain data on the frequency and duration of communication disruptions, response times to critical incidents, and officer-reported communication issues before and after the radio upgrades. Regular performance evaluations will be conducted by analyzing incident reports, communication logs, and feedback from field officers to ensure the upgraded radios meet operational needs and contribute to achieving the department's communication goals throughout the grant period.

### **Target Group :**

50 officers of the EPPD will be the main beneficiaries of this project. Additionally, it will enhance safety for residents and travelers in both the City of El Paso and the broader El Paso County area.

### **Evidence-Based Practices:**

The need for upgraded LTE-compatible portable radios is supported by evidence highlighting the critical role of reliable communication in law enforcement operations, particularly during high-stress or cross-jurisdictional incidents. Research and best practices in public safety communications, such as findings from the National Public Safety Telecommunications Council (NPSTC), emphasize the importance of LTE technology to mitigate interference, enhance signal reliability, and provide seamless communication in challenging environments. Studies have shown that LTE-capable radios significantly improve communication continuity by providing access to both traditional radio frequencies and cellular networks, ensuring redundancy in case of system failure or interference. El Paso Police Department's experience with operational disruptions caused by cross-border radio interference further underscores the necessity of adopting this proven technology. Upgrading to LTE-compatible radios aligns with nationally recognized best practices and will ensure the department remains operationally effective, responsive, and resilient under all conditions.

## Project Activities Information

### Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

#### Selected Project Activities:

| ACTIVITY        | PERCENTAGE: | DESCRIPTION   |
|-----------------|-------------|---|
| Law Enforcement | 100.00      | Portable radios for field officers with LTE subscription to ensure they can communicate effectively with dispatch and other officers, especially in times of high radio interference, which causes radio communication to be ineffective and poses a danger to the officer and the community. |

### CJD Purpose Areas

| PERCENT DEDICATED | PURPOSE AREA | PURPOSE AREA DESCRIPTION |
|-------------------|--------------|--------------------------|
|-------------------|--------------|--------------------------|

## Measures Information

### Objective Output Measures

| OUTPUT MEASURE   | TARGET LEVEL |
|--|--------------|
| Equipment or technology:<br>Individuals/Operators equipped                           | 50           |
| General Law Enforcement or Public Safety: Arrests resulting from grant               | 0            |
| Targeted Investigation: Criminal cases resulting in arrest                           | 0            |
| Targeted Investigation: Grant-funded investigations carried out by the unit/division | 0            |
| Training or professional development: Individuals provided                           | 0            |
| Training or professional development: Individuals received                           | 0            |
| Training, professional development, or technical assistance: Hours provided          | 0            |

|   |   |
|---|---|
| Training, professional development, or technical assistance: Hours received | 0 |
|---|---|

#### Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|-----------------|--------------|
|-----------------|--------------|

#### Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|-----------------------|--------------|
|-----------------------|--------------|

#### Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|------------------------|--------------|
|------------------------|--------------|

### Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes  
☒ No  
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes  
☒ No  
☐ N/A

## Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

## Fiscal Capability Information

### Section 1: Organizational Information

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

### Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 3: Financial Capability**

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 4: Budgetary Controls**

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
- ☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 5: Internal Controls**

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes  
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes  
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Budget Details Information

#### Budget Information by Budget Line Item:

| CATEGORY  | SUB CATEGORY          | DESCRIPTION   | OOG          | CASH MATCH | IN-KIND MATCH | GPI    | TOTAL        | UNIT/% |
|-----------|-----------------------|---|--------------|------------|---------------|--------|--------------|--------|
| Equipment | Radio and Accessories | 50 Apx Next Radios, with mic, charger, holster and smart features (LTE, Smart Connect, Smart Mapping, and Smart Locate). Each radio with equipment and smart features is \$9251.20, for a total of \$462,560.00 for 50 Apx Next Radios. | \$462,560.00 | \$0.00     | \$0.00        | \$0.00 | \$462,560.00 | 50     |

### Source of Match Information

#### Detail Source of Match/GPI:

| DESCRIPTION | MATCH TYPE | AMOUNT |
|-------------|------------|--------|
|-------------|------------|--------|

#### Summary Source of Match/GPI:

| Total Report | Cash Match | In Kind | GPI Federal Share | GPI State Share |
|--------------|------------|---------|-------------------|-----------------|
| \$0.00       | \$0.00     | \$0.00  | \$0.00            | \$0.00          |

## Budget Summary Information

### Budget Summary Information by Budget Category:

| CATEGORY  | OOG          | CASH MATCH | IN-KIND MATCH | GPI    | TOTAL        |
|-----------|--------------|------------|---------------|--------|--------------|
| Equipment | \$462,560.00 | \$0.00     | \$0.00        | \$0.00 | \$462,560.00 |

### Budget Grand Total Information:

| OOG          | CASH MATCH | IN-KIND MATCH | GPI    | TOTAL        |
|--------------|------------|---------------|--------|--------------|
| \$462,560.00 | \$0.00     | \$0.00        | \$0.00 | \$462,560.00 |

## Condition Of Fundings Information

| Condition of Funding / Project Requirement | Date Created | Date Met | Hold Funds | Hold Line Item Funds |
|--|--------------|----------|------------|----------------------|
|--|--------------|----------|------------|----------------------|

You are logged in as **User Name:** emunozmo



Legislation Text

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**File #:** 26-0153, **Version:** 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

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

**AGENDA LANGUAGE:**

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

That District 2 Representative, Josh Acevedo, be appointed as a City Representative to the Transportation Policy Board for the Metropolitan Planning Organization to replace District 8 Representative Chris Canales, effective immediately.



## RESOLUTION

**WHEREAS**, the Bylaws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provides that the City of El Paso's representation on the TPB shall include the mayor or appointee and three elected officials; and

**WHEREAS**, the TPB's Bylaws and Procedures further provides that representatives of local units of government shall be appointed by and serve at the pleasure of the city councils for the entities they represent; and

**WHEREAS**, the El Paso City Council desires to appoint District 2 Representative Josh Acevedo as a City representative on the TPB, replacing District 8 Representative Chris Canales.

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

That District 2 Representative Josh Acevedo be appointed as a City Representative to the Transportation Policy Board for the Metropolitan Planning Organization, replacing District 8 Representative Chris Canales, effective immediately.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2026.

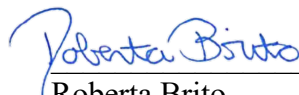
**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0093, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

#### **AGENDA LANGUAGE:**

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

Susannah Byrd to the Public Service Board Selection Committee by Representative Deanna Maldonado-Rocha, District 3.



# Board Appointment Form

City Clerk's Office

**REVISED**

2:04 pm, Dec 23, 2025

|   |  |
|---|--|
| Appointing Office   | Deanna Maldonado-Rocha, District 3       |
| Agenda Placement  | Consent                                  |
| Date of Council Meeting   | 01/06/26                                 |
| Name of Board   | Public Service Board Selection Committee |
| Agenda Posting Language   |  |
| Appointment of Susannah Byrd to the Public Service Board Selection Committee by Representative Deanna Maldonado-Rocha, District 3 |  |
| Appointment Type  | Regular                                  |
| Member Qualifications   |  |
| City Council: 2005-2013; PSB Selection Committee: 2021-2025.<br>Qualification: Engineering background.                            |  |
| Nominee Name  | Susannah Byrd                            |
| Nominee Email Address   |  |
| Nominee Residential Address   |  |
| Nominee Primary Phone Number  |  |
| Residing District   | District 2                               |
| City Employed Relatives   | N/A                                      |
| Board Membership  |  |
| City Council: 2005-2013; PSB Selection Committee: 2021-2025   |  |
| Real estate owned in El Paso County   |  |
| 2701 Louisville   |  |
| Previous Appointee  | Susannah Byrd                            |
| Reason for Vacancy  | Term Expired                             |
| Date of Appointment   | 01/20/26                                 |
| Term Begins On  | 10/26/25                                 |
| Term Expires On   | 10/26/29                                 |
| Term  | First Term                               |

**STRENGTHS** I plan, implement, and complete complex projects that create community benefit. I am a mission-focused leader with a track record of mobilizing partners, securing grant funds and developing programs that create meaningful community impact.

**EXPERIENCE** **BUILDING BETTER REGIONS PROJECT DIRECTOR**  
**State Science and Technology Institute // Remote // Nov 2025-Present**  
I work with the Building Better Regions Communities of Practice to provide technical support and assistance to the 21 communities who won the EDA's Build Back Better Regional Challenge.

## **CONSULTANT**

**Moxie Communications and Consulting // El Paso, TX // July 2003-July 2005; July 2013-Dec 2018; Dec 2025-Present**

I provided mission-critical project development, business development, strategic communications, policy research, outreach, campaign management and fundraising services. Previous clients included the El Paso Children's Hospital, Service Employees International Union, Border Network for Human Rights and political campaigns.

## **DIRECTOR, ECONOMIC DEVELOPMENT AND WORKFORCE EXCELLENCE, AEROSPACE CENTER**

**University of Texas at El Paso // El Paso, TX // Jan 2022-Oct 2025**

+

**AEROSPACE, DEFENSE AND ADVANCED MANUFACTURING CONSULTANT for Aerospace Center at UTEP and El Paso Chamber // El Paso, TX // Dec 2020-Dec 2021**

Over a period of five years and in these two roles, I wrote and oversaw the development of successful grant proposals and partnerships that resulted in almost \$100 million in community investment. I oversaw the implementation and execution of the grant projects and partnerships, creating an economic development enterprise focused on the growth of small and medium-sized manufacturers in West Texas. This economic development enterprise helped over 100 El Paso area manufacturers compete for business in aerospace and defense markets and created workforce development programs that brought

underemployed El Pasoans into good-paying jobs in the manufacturing industry.

### **ACHIEVEMENTS + HIGHLIGHTS**

- **Program design, development and oversight.** Working with the Principal Investigators, our partners and the defense industry, I designed and developed services, training, resources, events and infrastructure intended to overcome the significant barriers to entry into the defense industrial base for small and medium-sized manufacturers. I managed a team of six and several consulting firms to implement, refine and track service delivery to manufacturers to ensure deliverables.
- **Industry outreach.** Through robust and sustained industry outreach, I led the creation of the Innovation Network for Manufacturers that grew to more than 100 manufacturers
- **Partner development, collaboration and coordination.** I coordinated the multi-agency partnership that drives this economic development enterprise and includes active participation and dedicated resources from the National Center for Defense Manufacturing and Machining, the City of El Paso, the County of El Paso, Workforce Solutions Borderplex and the Rio Grande Council of Governments.
- **Successful proposal development and grant management.** Working with our partners, I wrote and developed successful grant proposals that resulted in over \$45 million in federal funding matched by over \$50 million in local funding or resources and included nationally competitive awards such as the Economic Development Administration's Build Back Better Regional Challenge and the National Science Foundation's Regional Innovation Engine. I managed the grants and associated contracts and compliance.

### **DISTRICT DIRECTOR**

#### **The Honorable Verónica Escobar // El Paso, TX // Jan 2019-Nov 2020**

I directed the daily operations of Congresswoman Escobar's El Paso office including the enactment of her strategic priorities, the development of a robust portfolio of community outreach and the creation of responsive federal casework services for constituents. I managed an office of five employees and coordinated collaboration between the District Office and the DC Office.

### **CAMPAIGN MANAGER**

#### **Verónica Escobar Campaign// El Paso, TX // Aug 2017-Dec 2018**

I managed the historic congressional campaign of Congresswoman Verónica Escobar, the first Latina to represent El Paso and Texas. I developed and managed the budget and oversaw our communications strategy, field organizing, volunteer management and fundraising. I managed a team that

included three employees, a team of four consulting firms, paid block walkers and volunteers.

**CITY COUNCIL REPRESENTATIVE, DISTRICT 2**

**City of El Paso // El Paso, TX // June 2005-June 2013**

I was elected twice to represent District 2. As part of the governing body, I was responsible for policy, project and budget development and oversight. I was a leading member of a governing coalition that transformed downtown El Paso, transportation and quality of life in El Paso through historic investment, policy changes and advocacy.

**MARKET ANALYST AND RESEARCH ASSISTANT**

**Zacour and Associates // El Paso, TX // Feb 2006-July 2013**

I conducted research for use in market studies and commercial appraisals.

**EXECUTIVE ASSISTANT TO MAYOR RAYMOND CABALLERO, HOUSING AND ECONOMIC DEVELOPMENT**

**Mayor's Office, City of El Paso // El Paso, TX // June 2001-June 2003**

I managed the El Paso Housing Finance Corporation's First Time Homebuyer program. I researched, advised the mayor and developed initiatives for economic development, banking, housing, growth and center city revitalization.

**CAMPAIGN MANAGER**

**Caballero for Mayor Campaign // El Paso, TX // Feb 2001-May 2001**

I organized the successful mayoral campaign of Ray Caballero and supervised three employees and hundreds of volunteers. I managed communications strategy, field operations and event coordination.

**DIRECTOR OF MARKETING AND PUBLICITY**

**Cinco Puntos Press // El Paso, Texas // June 2001-June 2003**

I organized national marketing campaigns including author tours, reviews of books and radio, television and print interviews. I provided production assistance and editing for books and catalogs and wrote successful grants.

**COMMUNITY**

**BOARD OF TRUSTEES**

El Paso Independent School District, District 3 // El Paso, TX // 2013-2018

**BOARD OF DIRECTORS**

ACLU of Texas // Houston, TX // 2017-2019

**BOARD OF DIRECTORS**

El Paso Housing Finance Corporation // El Paso, TX // 2005-2017

**PUBLICATIONS**

*Dealing Death and Drugs: The Big Business of Dope in the U.S. and Mexico.* Co-authored with Beto O'Rourke (Cinco Puntos Press, 2011).

*The Late Great Mexican Border, Reports from a Disappearing Line.* Co-edited with Bobby Byrd (Cinco Puntos Press, 1996).

*Bienvenidos, Welcome: A Handy Resource Guide for Marketing Your Library to Latinos.* (ALA Editions, 2005).

*Using A Bilingual Book in The Classroom: A Teacher's Guide to Tell Me a Cuento* (Cinco Puntos Press, 1998).

## EDUCATION

### **BACHELOR OF ARTS**

**Emory University // Atlanta, GA // 1993**

Psychology, Minor in English

Emory Humanitarian Award; Dean's List, 5 semesters



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0155, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

Members of the City Council, Representative Art Fierro, (915) 212-0006

#### **AGENDA LANGUAGE:**

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

Carlos Gonzalez to the Civil Service Commission by Representative Art Fierro, District 6.





## Board Appointment Form

City Clerk's Office

|   |                          |
|---|--------------------------|
| Appointing Office   | Art Fierro, District 6   |
| Agenda Placement  | Consent                  |
| Date of Council Meeting   | 01/20/26                 |
| Name of Board   | Civil Service Commission |
| Agenda Posting Language   |                          |
| Reappointment of Carlos Gonzalez to the Civil Service Commission by Representative Art Fierro, District 6   |                          |
| Appointment Type  | Regular                  |
| Member Qualifications   |                          |
| Since February 2023, he has been elected Vice-President to the El Paso Central Labor Union. From 2017-2019, he was Vice-President to the El Paso Building and Construction Trades. In July of 2016 he became a Business Agent for Local 263 to Oversee the West Texas Jurisdiction. |                          |
| Nominee Name  | Carlos Gonzalez          |
| Nominee Email Address   |                          |
| Nominee Residential Address   |                          |
| Nominee Primary Phone Number  |                          |
| Residing District   | District 3               |
| City Employed Relatives   | N/A                      |
| Board Membership  |                          |
| N/A   |                          |
| Real estate owned in El Paso County   |                          |
|   |                          |
| Previous Appointee  | Carlos Gonzalez          |
| Reason for Vacancy  | Term Expired             |
| Date of Appointment   | 01/20/26                 |
| Term Begins On  | 02/01/26                 |
| Term Expires On   | 01/31/29                 |
| Term  | Second Term              |

# CARLOS GONZALEZ

## Education

1995 Graduated High School

Attended El Paso Community College and University of Texas El Paso

## Experience

### ***Iron Workers Local Union 263***

*Joined Apprenticeship in 200, Completed Apprenticeship in June 2010. Worked as a Journeyman, working up to a foreman for several signatory contractors in the El Paso area and throughout Texas. In this Role I supervised the work of Two to Fifteen men.*

In July of 2016 I became a Business Agent for Local 263 to Oversee the West Texas Jurisdiction. I help procure employment in West Texas for 50 to 100 men, depending on work in the Area. I am Also an Instructor in the Department of Labor Accredited Apprenticeship Program.

In February 2023 I was Elected Vice-President to the El Paso Central Labor Union

From 2017-2019 I was Vice-President to the El Paso Building and Construction Trades



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0111, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

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

#### **AGENDA LANGUAGE:**

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

Cynthia Retana to the Ethics Review Commission by Representative Ivan Niño, District 5.



## Board Appointment Form

City Clerk's Office

|  |                          |
|--|--------------------------|
| <b>Appointing Office</b>   | Ivan Niño, District 5    |
| <b>Agenda Placement</b>  | Regular                  |
| <b>Date of Council Meeting</b>   | 01/20/26                 |
| <b>Name of Board</b>   | Ethics Review Commission |
| <b>Agenda Posting Language</b>   |                          |
| Appointment of Cynthia Retana to the Ethics Review Commission by Representative Ivan Niño, District 5  |                          |
| <b>Appointment Type</b>  | Regular                  |
| <b>Member Qualifications</b>   |                          |
| <p>Ms. Retana brings extensive executive leadership experience in public and nonprofit organizations, with a strong record of ethical governance, regulatory compliance, and policy oversight. Ms. Retana has demonstrated expertise in ensuring compliance with federal, state, and local regulations; reviewing and implementing board-aligned policies; and maintaining accountability and transparency in complex organizational settings. Her work with governing boards and senior leadership reflects sound judgment, discretion, and a commitment to ethical decision-making. Ms. Retana offers strong analytical skills in data-driven program evaluation, risk identification, and continuous improvement, as well as experience in budget development, financial oversight, and responsible stewardship of public and grant-funded resources. Additionally, Ms. Retana has a proven ability to collaborate with diverse stakeholders, including government entities, boards, and community partners, while maintaining equity, impartiality, and public trust. Her academic preparation—including a Master of Education, doctoral studies in Educational Leadership, and AASA Principal Supervisor Certification—further supports her qualifications for service on the Ethics Commission</p> |                          |
| <b>Nominee Name</b>  | Cynthia Retana           |
| <b>Nominee Email Address</b>   |                          |
| <b>Nominee Residential Address</b>   | El Paso, Texas,          |
| <b>Nominee Primary Phone Number</b>  | +1 (915)                 |
| <b>Residing District</b>   |                          |
| <b>City Employed Relatives</b>   | N/A                      |
| <b>Board Membership</b>  |                          |
| N/A  |                          |
| <b>Real estate owned in El Paso County</b>   |                          |
| N/A  |                          |
| <b>Previous Appointee</b>  | Ryan Woodcraft           |
| <b>Reason for Vacancy</b>  | Term Expired             |
| <b>Date of Appointment</b>   | 01/20/26                 |
| <b>Term Begins On</b>  | 02/21/25                 |
| <b>Term Expires On</b>   | 02/20/27                 |
| <b>Term</b>  | First Term               |

# CYNTHIA RETANA, M.Ed

(915) [REDACTED] [REDACTED]

[REDACTED]

## SUMMARY OF QUALIFICATIONS

Leveraging a comprehensive background in leadership expertise, administrative acumen, and a steadfast commitment to equity and inclusion, to effectively develop and implement policies, programs, and initiatives that support students with diverse learning needs. Passionate about fostering inclusive practices, driving strategic planning, and ensuring compliance with legal requirements to enhance educational outcomes for all students.

Expertise:

- Develop, Monitor and Evaluate Programs Using Data Analysis
- Development and of Comprehensive Services for Optimal Post-Secondary Transition
- Budget Development and Grant Management
- Leadership Support and Mentoring
- AASA Principal Supervisor Certified
- Strategic and Visionary Leader
- Curriculum Development
- Principal and Teacher Evaluation
- Compliance and Evaluation
- Stakeholder and Community Collaboration

## EDUCATION

University of Texas at El Paso  
University of Texas at El Paso  
Texas A&M-Commerce

Bachelor of Interdisciplinary Studies  
Master of Education  
Doctor of Education Leadership (in progress)

## PROFESSIONAL EXPERIENCE

**YWCA – PASO DEL NORTE**

**2025-Present**

**Academies of Early Learning Administrator**  
**El Paso, TX**

- Provide strategic oversight for multiple sites, ensuring alignment with the YWCA mission, values, and community impact goals
- Lead the development and execution of short- and long-term strategic plans to improve program quality, enrollment, financial sustainability, and community engagement
- Ensure compliance with all federal, state, and local licensing requirements
- Oversee AEL Directors and leadership teams, providing coaching, performance management, and professional development
- Establish and maintain partnerships with school districts, community agencies, funders, and government entities to expand access to high quality early learning

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**  
**Executive Director of Leadership**

**2021 – 2024**

**Odessa, TX**

- Direct supervision and mentorship of 17 campus principals in Ector County Independent School District (ECISD) including its various programs, policies, procedures, budget and financial services, curriculum/instruction, and campus data for grades PK3-12.
- Collaborate with all stakeholders to build vision, set priorities, and develop long and short-range plans for the day-to-day operation of campuses and district initiatives.
- Plan and coordinate bi-monthly leadership professional development for campus principals aligned with district and board improvement goals to include reviewing and setting policy.
- Facilitate communication and collaboration with the board of education and establish and maintain effective relationships with school personnel, while engaging with the external community.
- Assist in the creation of instructional systems designed for high student achievement to ensure not only enhancing student learning but improving teacher performance and planning for classroom high yield instructional practices.
- Align and meet with Special Education Department to plan and present to campuses and monitor Sped. programs for implementation and accuracy.
- Work with district and building administrators to identify, collect, analyze, and use relevant data to identify strengths to sustain and weaknesses to address.

**SOCORRO INDEPENDENT SCHOOL DISTRICT****2018 - 2021****Assistant Superintendent of Schools****El Paso, TX**

- Direct supervision and mentorship of campus principals in the Socorro Independent School District (SISD) including its various programs, policies/procedures, budget and financial services, curriculum/instruction, and campus data for grades PK 3-12.
- Collaborate with all stakeholders to set priorities and develop long and short-range plans for the day-to-day operation of campuses and district initiatives.
- Facilitate communication with the Superintendent and district board members and establish and maintain effective relationships with school personnel, while engaging with the external community.
- Assist in the creation of instructional systems designed for high student achievement to ensure not only enhancing student learning but improving teacher performance and planning for classroom high yield instructional practices.
- Work with district and building administrators to identify, collect, analyze, and use relevant data to identify strengths to sustain and weaknesses to address.
- Create, evaluate, and revise policy and ensure compliance district wide.
- Create and monitor yearly budgets at the district and campus levels.

**SOCORRO INDEPENDENT SCHOOL DISTRICT****2010 – 2018****Principal/ Counselor****EL Paso, TX**

- Hire effective personnel and ensure all policies and laws regarding hiring practices are followed.
- Provide Professional Development.
- Lead students through career counseling and interest inventories. Provide certification and secondary education guidance to include financial information on funding for post-secondary education.
- Managed school logistics and budgets. Set learning goals for students and teachers based on state curricula. Monitored and reported on teacher performance; presented data based on school performance to campus, district, and community stakeholders. Provided professional development, mentoring, and learning opportunities to faculty based on data and campus needs assessment.

- Researched new resources and techniques to improve teaching and best classroom practices. Interviewed and hired potential new school personnel. Attended conferences to gain knowledge on educational trends; reviewed and implemented school policies based on trends and campus needs and goals.

#### **COMMUNITY CONTRIBUTIONS**

- El Paso City Board Member - Women's Rights Commission

#### **LANGUAGES**

- Spanish (fluent in speaking, reading, and writing)



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0092, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

Members of the City Council, Representative Art Fierro, (915) 212-0006

#### **AGENDA LANGUAGE:**

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

Jose Luis Lopez to the Public Service Board Selection Committee by Representative Art Fierro, District 6.





## Board Appointment Form

City Clerk's Office

**REVISED**

10:35 am, Dec 22, 2025

|  |  |
|--|--|
| Appointing Office  | Art Fierro, District 6                   |
| Agenda Placement   | Consent                                  |
| Date of Council Meeting  | 01/20/26                                 |
| Name of Board  | Public Service Board Selection Committee |
| Agenda Posting Language  |  |
| Jose Luis Lopez to the Public Service Board Selection Committee by Representative Art Fierro, District 6   |  |
| Appointment Type   | Regular                                  |
| Member Qualifications  |  |
| <p>Founder of Lopez PR &amp; Marketing Group, Joe Lopez is keen on developing strategic marketing and PR solutions that strengthen a brand and drive results. With more than 30 years of experience in public relations, community outreach as well as successful stakeholders, grassroots and business engagement; Mr. Lopez has developed and supervised local, regional and national campaigns for his clients.</p> <p>After having been Sales Manager and Product/Brand Manager for the Coca-Cola Foods division, Joe founded Lopez PR &amp; Marketing Group. This has earned him extensive packaged goods brand marketing experience. The agency has become the largest Hispanic-owned PR and marketing consultant firm in El Paso. It continues to grow not only locally and statewide, but at national levels, providing marketing solutions and public relations support to clients such as Ford, Procter &amp; Gamble, Energizer, Coca-Cola, Campbell's, Walmart, Jarritos and many others.</p> |  |
| Nominee Name   | Jose Luis Lopez                          |
| Nominee Email Address  |  |
| Nominee Residential Address  |  |
| Nominee Primary Phone Number   |  |
| Residing District  | District 6                               |
| City Employed Relatives  | No                                       |
| Board Membership   |  |
| No   |  |
| Real estate owned in El Paso County  |  |
|  |  |
| Previous Appointee   | Cristian Botello                         |
| Reason for Vacancy   | Term Expired                             |
| Date of Appointment  | 01/20/26                                 |
| Term Begins On   | 01/20/26                                 |
| Term Expires On  | 01/20/30                                 |
| Term   | First Term                               |

## MEMBERSHIPS/AFFILIATIONS /COMMUNITY ACTIVITIES

- Former Chairman - Texas Association of Mexican American Chambers of Commerce (28 chambers throughout Texas)

- Former Board of Directors – El Paso Hispanic Chamber of Commerce

- Past President - American Marketing Association of El Paso

- Past President - El Paso Adelante

- Former Committee Member - El Paso Greater Chamber Minority Business Council

- Former Chairman - El Paso Hispanic Chamber of Commerce

- Advisor – Camara de Empresarios Latinos de Houston

- Advisor – Houston NHPO Leadership Foundation

- Board of Directors – Talento Bilingue de Houston

## SKILLS

- Marketing
- Advertising
- Strategic Planning
- Product Branding
- Public Relations
- Community Outreach
- Hispanic Marketing
- Digital Marketing & Advertising
- Sales
- Media Buying & Planning
- Event Management
- Multicultural Consumer Promotions

# JOSE LUIS LOPEZ

## PRESIDENT AND CHIEF EXECUTIVE OFFICER

Founder of Lopez PR & Marketing Group, Joe Lopez is keen on developing strategic marketing and PR solutions that strengthen a brand and drive results. With more than 30 years of experience in public relations, community outreach as well as successful stakeholders, grassroots and business engagement; Mr. Lopez has developed and supervised local, regional and national campaigns for his clients.

After having been Sales Manager and Product/Brand Manager for the Coca-Cola Foods division, Joe founded Lopez PR & Marketing Group. This has earned him extensive packaged goods brand marketing experience. The agency has become the largest Hispanic-owned PR and marketing consultant firm in El Paso. It continues to grow not only locally and statewide, but at national levels, providing marketing solutions and public relations support to clients such as Ford, Procter & Gamble, Energizer, Coca-Cola, Campbell's, Walmart, Jarritos and many others.

Joe continues to lead Lopez PR & Marketing Group, bringing forth his entrepreneurial spirit to new markets. He is very involved in giving back to the Hispanic Community in Texas and New York.

## EXPERIENCE

### 1989-PRESENT President & CEO

*LMG Lopez PR & Marketing Group*

Advertising/Promotion for clients such as McDonald's (Regional), Procter & Gamble, Kimberly-Clark

Full-service advertising agency providing Hispanic marketing, public relations, promotions, media buying, general market advertising, with Texas offices in El Paso, Dallas and Houston

**1982-1988**      **Director of Marketing/Account Supervisor**  
*Two Local Ad Agencies*

**1977-1981**      **Brand Product Manager**  
*Coca-Cola Foods (Houston)*  
National marketing and financial responsibilities for Minute Maid Juice products

**1976-1977**      **Key Account Sales Manager/Regional Sales & Operations Manager**  
*Coca-Cola Foods (Houston)*

## EDUCATION

**1972-1975**      **University of Texas at El Paso**  
*Bachelor of Business Administration*





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0148, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

#### **AGENDA LANGUAGE:**

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

Jeffrey Dan (JD) Cotham to the Civil Service Commission by Representative Deanna Maldonado-Rocha, District 3.



## Board Appointment Form

City Clerk's Office

|   |                                    |
|---|------------------------------------|
| Appointing Office   | Deanna Maldonado-Rocha, District 3 |
| Agenda Placement  | Consent                            |
| Date of Council Meeting   | 01/20/26                           |
| Name of Board   | Civil Service Commission           |
| Agenda Posting Language   |                                    |
| Jeffrey Dan (JD) Cotham to the Civil Service Commission by Representative Deanna Maldonado-Rocha, District 3. |                                    |
| Appointment Type  | Regular                            |
| Member Qualifications   |                                    |
| Various position experience and served 20+ years in the El Paso Police Department.                            |                                    |
| Nominee Name  | Jeffrey Dan Cotham                 |
| Nominee Email Address   |                                    |
| Nominee Residential Address   |                                    |
| Nominee Primary Phone Number  | +1 (915)                           |
| Residing District   | District 3                         |
| City Employed Relatives   | N/A                                |
| Board Membership  |                                    |
| N/A   |                                    |
| Real estate owned in El Paso County   |                                    |
|   |                                    |
| Previous Appointee  | Leticia Arreola                    |
| Reason for Vacancy  | Term Expired                       |
| Date of Appointment   | 01/20/26                           |
| Term Begins On  | 02/01/25                           |
| Term Expires On   | 01/31/28                           |
| Term  | First Term                         |

# JEFFREY DAN COTHAM, MPA

El Paso,, [REDACTED]

## PROFESSIONAL SUMMARY

Dynamic and results-driven Police Sergeant with extensive experience at the El Paso Police Department. Proven problem-solving abilities and strong communication skills led to successful management of major operations and training initiatives. Adept at analytical thinking, I consistently enhanced team performance and operational efficiency while maintaining confidentiality in sensitive investigations.

## SKILLS

- Active listening
- Problem-solving
- Communication
- Analytical and critical thinking
- Networking

## EXPERIENCE

Police Sergeant December 2016 - April 2018

El Paso Police Department | El Paso, TX

- Managed major field operations to apprehend suspects and end ongoing threats.
- Conducted roll calls to inform officers of pertinent information.
- Supervised patrol officers protecting and serving designated public areas.
- Led training sessions to ensure officer knowledge and skill development.

Criminal Investigations Detective July 2009 - December 2016

El Paso Police Department | El Paso

Internal Affairs Investigator July 2006 - July 2009

El Paso Police Department | El Paso, TX

- Documented all aspects of investigations thoroughly for future reference.
- Maintained confidentiality of sensitive information at all times.
- Obtained facts or statements from complainants, witnesses and accused persons and recorded interviews using recording devices.
- Managed multiple cases simultaneously while ensuring deadlines were met.
- Attended conferences and training sessions to stay current on industry best practices and emerging technologies in investigative work.
- Analyzed records and interviewed witnesses and persons of interest to verify or obtain evidence.

Patrol Officer May 1998 - July 2006

El Paso Police Department | El Paso, TX

- Protected secured areas against unauthorized persons and criminal activities.
- Patrolled the City of El Paso to prevent, identify and investigate illegal activities.
- Responded to dispatch requests for police presence, including accidents, emergency response and complaints of illegal activity.

|  |                              |
|--|------------------------------|
| <ul style="list-style-type: none"> <li>• Oversaw accident sites, investigating causes, assisting victims and maintaining safe traffic flow.</li> <li>• Protected investigations by securing crime scenes and collecting vital evidence, consistently following the proper procedures for documenting findings.</li> </ul>  |                              |
| Police Cadet   | October 1997 - April 1998    |
| El Paso Police Department   El Paso, TX  |                              |
| <ul style="list-style-type: none"> <li>• Developed interpersonal skills through regular interaction with diverse groups of individuals.</li> <li>• Supported event planning efforts for ceremonies, parades, conferences, or social functions.</li> <li>• Utilized time management skills to balance academic, military, and personal commitments effectively.</li> <li>• Practiced public speaking by giving briefings and presentations during class or special events.</li> <li>• Completed coursework in subjects such as leadership, ethics, and military history.</li> <li>• Attended daily training sessions to improve physical fitness and learn military tactics.</li> </ul> |                              |
| Yard Switcher  | December 1995 - October 1997 |
| Union Pacific Railroad   El Paso, TX   |                              |
| <ul style="list-style-type: none"> <li>• Delivered exceptional customer service to bolster strong relationships and build positive experiences.</li> <li>• Performed manual labor tasks to detailed instructions from supervisors.</li> <li>• Identified issues and solutions to eliminate backlog and maximize workflows.</li> <li>• Collaborated positively with peers and other staff members to maintain friendly, supportive, and cooperative work atmosphere.</li> </ul>   |                              |
| Operations Sergeant  | July 1994 - October 1995     |
| United States Army   FortBliss, TX   |                              |
| <ul style="list-style-type: none"> <li>• Served as point of contact for interdepartmental requests related to operations management.</li> <li>• Addressed any issues or concerns that arose during daily operations in timely manner.</li> <li>• Implemented new processes and procedures to improve operational performance.</li> <li>• Supervised team of personnel responsible for carrying out operational tasks.</li> <li>• Developed and maintained relationships with key stakeholders, both internal and external.</li> </ul>  |                              |
| Regimental Tactical Sergeant   | August 1991 - July 1994      |
| United States Military Academy   West Point, NY  |                              |
| <ul style="list-style-type: none"> <li>• Offered to assist with additional tasks to keep projects on-task and meet tight deadlines.</li> <li>• Organized files and records and handled other support tasks, freeing up managers to take on more pressing responsibilities.</li> <li>• Collaborated positively with peers and other staff members to maintain friendly, supportive, and cooperative work atmosphere.</li> <li>• Served in prior US Army positions from 1974 to 1991.</li> </ul>   |                              |

| EDUCATION   |          |
|---|----------|
| Master of Public Adminstration - Human Resources                  | May 1994 |
| John Jay College, City University of New York, New York, New York |          |
| Bachelor of Science (B.S.) - Manangement                          | May 1991 |
| Park University, Parkville, Missouri                              |          |

- Graduated Magna Cum Laude
- Graduated with 3.69 GPA

Associate in Applied Science (A.A.S.) - General Management  
El Paso Community College, El Paso, TX

December 1985

## LANGUAGE

**Korean**  
Conversational

**Spanish**  
Conversational

## FORMER TRUSTEE EL PASO FIRE AND POLICE PENSION

Served from 2011 to 2018, resigned due to retirement from EPPD in April, 2018

## MASTER PEACE OFFICER - STATE OF TEXAS

Recognized as a Master Peace Officer by Texas Commission on Law Enforcement - 2005

## TEXAS POLICE INSTRUCTOR CERTIFICATION

Obtained Texas Police Instructor Certificate from the Texas Commission on Law Enforcement - 2003

## FORMER WEST POINT AND PARK UNIVERSITY INSTRUCTOR

Former part time university instructor at West Point, New York (1991 to 1995) and Park University campus in El Paso TX (1995 to 2015)



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0149, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

Members of the City Council, Representative Deanna-Maldonado Rocha, (915) 212-0003

#### **AGENDA LANGUAGE:**

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

Lynn Jordan Westbrook to the Fair Housing Task Force, as Alternate Member, by Representative Deanna Maldonado-Rocha, District 3.





## Board Appointment Form

City Clerk's Office

|  |                                    |
|--|------------------------------------|
| Appointing Office  | Deanna Maldonado-Rocha, District 3 |
| Agenda Placement   | Consent                            |
| Date of Council Meeting  | 01/20/26                           |
| Name of Board  | Fair Housing Task Force            |
| Agenda Posting Language  |                                    |
| Lynn Jordan Westbrook to the Fair Housing Task Force, as Alternate Member, by Representative Deanna Maldonado-Rocha, District 3. |                                    |
| Appointment Type   | Alternate                          |
| Member Qualifications  |                                    |
| Professional in various aspects in real estate.  |                                    |
| Nominee Name   | Lynn Jordan Westbrook              |
| Nominee Email Address  |                                    |
| Nominee Residential Address  |                                    |
| Nominee Primary Phone Number   | +1 ( )                             |
| Residing District  | District 8                         |
| City Employed Relatives  | No                                 |
| Board Membership   |                                    |
| Veterans Affairs   |                                    |
| Real estate owned in El Paso County  |                                    |
|  |                                    |
| Previous Appointee   | Kenneth Bell                       |
| Reason for Vacancy   | Resigned                           |
| Date of Appointment  | 01/20/26                           |
| Term Begins On   | 05/01/24                           |
| Term Expires On  | 04/30/27                           |
| Term   | Unexpired Term                     |

## LYNN JORDAN WESTBROOK



### PROFESSIONAL SUMMARY

Service-oriented Realtor and business consultant with over 15 years in project management and executive training. Over 21 years in real estate sales and transaction management. Core competencies include organization, negotiations, team building and military outreach as well as excellent communication and time management skills. Handles tasks with accuracy and efficiency. Passed CA bar exam to enter legal practice July 2024.

Licensed to practice real estate in Texas, New Mexico, California, Washington and Hawai'i

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### SKILLS

Technical Writing, Power Point, Negotiation, Systems Evaluation, Project Management

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### EXPERIENCE

Real Estate Sales and Consulting, 06/2014 to Present eXp Realty LLC– El Paso, TX  
Residential real estate professional in El Paso and New Mexico. Contract and technical manager. Website design and marketing.

Consultant, 01/2005 to Present Omega International Group – San Antonio , TX Logistics and cultural consultant for Chinese delegations to U.S. and Mexico. Technical writer and marketing support for education projects in China.

Professional Summary Skills Experience Director, 08/2002 to 01/2004 Omega Institute – San Antonio , TX Coordinate executive MBA programs with Baylor and Texas Tech Universities for Chinese state-run officials. Organize and oversee summer camps in Mainland China for Chinese nationals living in Singapore and Hong Kong.

Business Analyst, 05/2000 to 08/2002 Omega International Group – San Antonio , TX  
Wrote and delivered Peoplesoft ERP training for executive level employees of Shandong Electric Province Company (SEPCO). Project manager for ERP implementation in Chinese state-run electric companies.

## VOLUNTEER EXPERIENCE

El Paso City Council – Veterans Affairs Committee | 2015 – 2019  
Junior Achievement | 2000 – 2002

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## EDUCATION

Juris Doctor (J.D.)  
St. Francis School of Law – Newport Beach, CA | August 2021  
  
Master of Science, Management of Technology  
University of Texas at San Antonio | December 2003  
  
Bachelor of Science, Business  
Trinity University – San Antonio, TX | May 2000



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0150, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

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

#### **AGENDA LANGUAGE:**

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

Representative Chris Canales to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson.



## Board Appointment Form

City Clerk's Office

**REVISED**

10:20 am, Jan 13, 2026

|  |   |
|--|---|
| Appointing Office  | Mayor Renard U. Johnson                 |
| Agenda Placement   | Consent                                 |
| Date of Council Meeting  | 01/20/26                                |
| Name of Board  | Financial Oversight and Audit Committee |
| Agenda Posting Language  |   |
| Representative Chris Canales to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson   |   |
| Appointment Type   | Regular                                 |
| Member Qualifications  |   |
| Provide legislative oversight of the function of the Internal Auditor; to review other financial policies of the City and to formulate recommendations for the City Council regarding City finances and other matters. |   |
| Nominee Name   | Representative Chris Canales            |
| Nominee Email Address  |   |
| Nominee Residential Address  |   |
| Nominee Primary Phone Number   |   |
| Residing District  | District 8                              |
| City Employed Relatives  | N/A                                     |
| Board Membership   |   |
| MPO, Animas Shelter Advisory Committee, City of El Paso Employees Retirement Trust Board of Trustees, Tax Increment Reinvestment Zone Number 6, 7, 8, 9, 10, 11, 13, 14.   |   |
| Real estate owned in El Paso County  |   |
| N/A  |   |
| Previous Appointee   | Representative Josh Acevedo             |
| Reason for Vacancy   | Removed                                 |
| Date of Appointment  | 01/20/26                                |
| Term Begins On   | 01/20/26                                |
| Term Expires On  | 01/20/27                                |
| Term   | First Term                              |



Legislation Text

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**File #:** 26-0115, **Version:** 1

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**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

City Manager's Office, Sasho Andonoski, (915) 212-1092

**AGENDA LANGUAGE:**

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

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of November 21, 2025 - December 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

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



**DEPARTMENT:** City Manager's Office

**AGENDA DATE:** 1/20/26

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Sasho Andonoski

**PHONE NUMBER:** (915) 212-1092

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:**

6. Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:**

**SUBJECT:**

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of November 21, 2025 – December 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

**BACKGROUND / DISCUSSION:**

Per FY 2026 Budget Resolution, all Special Projects, Discretionary and P-Card transactions will be posted monthly to the City Council Agenda for notation and to the City’s website to include the Mayor, City Council Representatives, City Attorney’s Office, City Manager’s Office and staff expenditures under this section shall adhere with all relevant city and

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

**Sasho Andonoski** Digitally signed by Sasho Andonoski  
Date: 2026.01.05 16:46:31 -07'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



P-Card Transactions

11/21/2025 - 12/22/2025

| DEPARTMENT    | CARDHOLDER       | VENDOR                    | TRAN DATE  | AMOUNT    | DESCRIPTION  |
|---------------|------------------|---------------------------|------------|-----------|--|
| CITY ATTORNEY | Garcia Sandra    | Famous Daves Bbq West     | 11/20/2025 | \$ 611.50 | for reinforcing a high-performance culture and ensuring the Facilities staff feel seen and valued for their commitment. This lunch is a targeted investment in employee well-being |
| CITY ATTORNEY | Leyva Jacqueline | Attorney General Of Te    | 11/20/2025 | \$ 7.50   | Fee for uploading documents to the AG portal.  |
| CITY ATTORNEY | Leyva Jacqueline | Attorney General Of Te    | 11/26/2025 | \$ 7.50   | Fee for uploading documents to the AG portal.  |
| CITY ATTORNEY | Leyva Jacqueline | Attorney General Of Te    | 12/1/2025  | \$ 7.50   | Fee for uploading documents to the AG portal.  |
| CITY ATTORNEY | Leyva Jacqueline | Attorney General Of Te    | 12/1/2025  | \$ 7.50   | Fee for uploading documents to the AG portal.  |
| CITY ATTORNEY | Leyva Jacqueline | Attorney General Of Te    | 12/2/2025  | \$ 7.50   | Fee for uploading documents to the AG portal.  |
| CITY ATTORNEY | Leyva Jacqueline | Attorney General Of Te    | 12/9/2025  | \$ 7.50   | Fee for uploading documents to the AG portal.  |
| CITY ATTORNEY | Leyva Jacqueline | Attorney General Of Te    | 12/9/2025  | \$ 7.50   | Fee for uploading documents to the AG portal.  |
| CITY ATTORNEY | Leyva Jacqueline | Attorney General Of Te    | 12/10/2025 | \$ 7.50   | Fee for uploading documents to the AG portal.  |
| CITY ATTORNEY | Leyva Jacqueline | Attorney General Of Te    | 12/11/2025 | \$ 7.50   | Fee for uploading documents to the AG portal.  |
| CITY ATTORNEY | Leyva Jacqueline | Attorney General Of Te    | 12/11/2025 | \$ 7.50   | Fee for uploading documents to the AG portal.  |
| CITY ATTORNEY | Leyva Jacqueline | Attorney General Of Te    | 12/16/2025 | \$ 7.50   | Fee for uploading documents to the AG portal.  |
| CITY ATTORNEY | Leyva Jacqueline | Attorney General Of Te    | 12/18/2025 | \$ 7.50   | Fee for uploading documents to the AG portal.  |
| CITY ATTORNEY | Villegas Bergen  | Southwes                  | 11/21/2025 | \$ 535.96 | Purchase of round-trip flight for Deputy City Attorney, Sergio Estrada, to attend Construction Law Conference in Austin, TX.   |
| CITY ATTORNEY | Villegas Bergen  | Hilton Advpurch8002367113 | 11/22/2025 | \$ 557.91 | Purchase of room for Deputy City Attorney, Sergio Estrada, to attend Construction Law Conference CLE in Austin, Texas.   |

P-Card Transactions

11/21/2025 - 12/22/2025

| DEPARTMENT    | CARDHOLDER      | VENDOR                    | TRAN DATE  | AMOUNT      | DESCRIPTION  |
|---------------|-----------------|---------------------------|------------|-------------|--|
| CITY ATTORNEY | Villegas Bergen | Construction Law Found    | 11/22/2025 | \$ 273.50   | Purchase of full-registration at discounted government employee rate for Deputy City Attorney, Sergio Estrada, to attend Construction Law CLE Conference in Austin, TX             |
| CITY ATTORNEY | Villegas Bergen | Mylawcle.Com              | 11/24/2025 | \$ 195.00   | Purchase of Public Speaking recorded CLE webinar for City Attorney, Karla Nieman, to view and earn CLEs.   |
| CITY ATTORNEY | Villegas Bergen | Southwes                  | 11/25/2025 | \$ 800.96   | Purchase of round-trip flight for Senior Assistant City Attorney, Sarah Hartnett, to attend Open Government Conference in Austin, TX.  |
| CITY ATTORNEY | Villegas Bergen | Hampton Inns              | 12/1/2025  | \$ 379.19   | Purchase of hotel room for 2 nights for Open Records Coordinator, April Cervantes, while attending Open Government Conference in Austin.   |
| CITY ATTORNEY | Villegas Bergen | Dolan Consulting Group    | 12/2/2025  | \$ 125.00   | Purchase of webinar for Senior Assistant City Attorney, Eric Gutierrez, to earn CLEs.  |
| CITY ATTORNEY | Villegas Bergen | Hampton Inns              | 12/3/2025  | \$ 379.19   | Purchase of hotel room for 2 nights for Open Records Coordinator, Erica Gandara, while attending Open Government Conference in Austin.   |
| CITY ATTORNEY | Villegas Bergen | Hampton Inns              | 12/3/2025  | \$ 379.19   | Purchase of hotel room for 2 nights for Senior Assistant City Attorney, Sarah Hartnett, while attending Open Government Conference in Austin.                                      |
| CITY ATTORNEY | Villegas Bergen | Texas Municipal League    | 12/17/2025 | \$ 5,150.00 | Purchase of live-webinar registration, Basic Municipal Law, for all Assistant City Attorney's, Deputy City Attorney's, and City Attorney, to view course and earn CLEs. No Travel. |
| DISTRICT 01   | Acosta Gladys   | Costco Whse #0768         | 12/5/2025  | \$ 82.94    | Supplies for District 1 Community Holiday Celebration  |
| DISTRICT 01   | Acosta Gladys   | Mexican Specialty Product | 12/8/2025  | \$ 32.33    | Decor & Supplies for District 1 Community Holiday Celebration  |
| DISTRICT 01   | Acosta Gladys   | Wal-Mart #5717            | 12/10/2025 | \$ 20.78    | Food & Supplies for District 1 Community Holiday Celebration   |
| DISTRICT 01   | Acosta Gladys   | Spo*I&jcafe               | 12/11/2025 | \$ 800.37   | Food for District 1 Community Holiday Celebration  |
| DISTRICT 01   | Acosta Gladys   | Sams Club #8153           | 12/12/2025 | \$ 29.92    | Cookies for District 1 Connected Communities Shred Event & Resource Fair   |
| DISTRICT 02   | Carlos Diego    | Sq *cafe Con Leche: Tiny  | 11/21/2025 | \$ 2.81     | Purchase made by mistake, reimbursement documents attached   |
| DISTRICT 02   | Carlos Diego    | Canva* I04719-55304387    | 12/3/2025  | \$ 14.99    | graphic design service   |

P-Card Transactions

11/21/2025 - 12/22/2025

| DEPARTMENT  | CARDHOLDER             | VENDOR                    | TRAN DATE  | AMOUNT    | DESCRIPTION   |
|-------------|------------------------|---------------------------|------------|-----------|---|
| DISTRICT 02 | Carlos Diego           | Mailchimp                 | 12/3/2025  | \$ 26.50  | newsletter service  |
| DISTRICT 02 | Carlos Diego           | Sq *off The Grill         | 12/15/2025 | \$ 225.00 | Hot chocolate for District 2 fall festival at Sunrise Park held in early november.                                  |
| DISTRICT 02 | Carlos Diego           | Sq *six Visions Llc       | 12/15/2025 | \$ 100.00 | Cotton candy for District 2 fall festival at Sunrise Park held in early november.                                   |
| DISTRICT 03 | Jimenez Melody         | Linktree* Linktree        | 11/24/2025 | \$ 15.91  | D3 uses link tree for community meeting and for information to the community  |
| DISTRICT 03 | Jimenez Melody         | Samsclub #6502            | 12/15/2025 | \$ 36.43  | Had snacks for volunteers for proclamation- border imperial squad   |
| DISTRICT 03 | Jimenez Melody         | Sams Club.Com             | 12/19/2025 | \$ 15.92  | Christmas celebration for senior citizen center   |
| DISTRICT 03 | Jimenez Melody         | Sams Club.Com             | 12/19/2025 | \$ 49.44  | Christmas celebration for senior center   |
| DISTRICT 03 | Maldonado-Rocha Deanna | Cci                       | 12/5/2025  | \$ 91.00  | Monthly charge for email distribution service for D3 office newsletter.   |
| DISTRICT 03 | Maldonado-Rocha Deanna | Fj* Asourced              | 12/5/2025  | \$ 945.83 | Purchase made to provide holiday items for senior constituents as part of seasonal community outreach.              |
| DISTRICT 03 | Maldonado-Rocha Deanna | Canva* I04730-32417762    | 12/14/2025 | \$ 12.99  | Monthly charge for graphic design making service for D3 office.   |
| DISTRICT 03 | Maldonado-Rocha Deanna | Samsclub.Com              | 12/14/2025 | \$ 49.44  | Cupcakes purchased for Eastside Senior Center holiday celebration for senior participants and community engagement. |
| DISTRICT 03 | Maldonado-Rocha Deanna | Google *google One        | 12/15/2025 | \$ 2.12   | The charge reflects a Google processing or authorization fee associated with the vendor's required Google checkout. |
| DISTRICT 04 | Trejo Cynthia          | Sq *naleo Educational Fun | 12/5/2025  | \$ 200.00 | NALEO membership, which allows for valuable opportunities that set the standard for sound governance.               |
| DISTRICT 04 | Trejo Cynthia          | Canva* I04727-63280400    | 12/11/2025 | \$ 30.00  | Professional Services: Software for District 4 Newsletters  |
| DISTRICT 04 | Trejo Cynthia          | El Paso lsd               | 12/15/2025 | \$ 27.00  | Banner used for promotion at District 4 meetings and city related events.   |

P-Card Transactions

11/21/2025 - 12/22/2025

| DEPARTMENT  | CARDHOLDER     | VENDOR                   | TRAN DATE  | AMOUNT      | DESCRIPTION  |
|-------------|----------------|--------------------------|------------|-------------|--|
| DISTRICT 05 | Aguilar Mike   | Wm Supercenter #3763     | 12/12/2025 | \$ 142.75   | Purchase for community event support; snacks and candy. Approved by City Council Resolution on June 10, 2025. Purchase in support of programming for youth, seniors, and other events in District 5. |
| DISTRICT 05 | Aguilar Mike   | El Prado Bakery Dc P     | 12/12/2025 | \$ 97.95    | Purchase for community event support; snacks and candy. Approved by City Council Resolution on June 10, 2025. Purchase in support of programming for youth, seniors, and other events in District 5. |
| DISTRICT 08 | Abbas Tatiana  | The Basil Garden Llc     | 11/24/2025 | \$ 18.94    | Coffee for Cafe con Chris Community Meeting for November 2025.   |
| DISTRICT 08 | Rodriguez Alma | Wal-Mart #1015           | 12/15/2025 | \$ 20.82    | Certificate frames for office  |
| DISTRICT 08 | Rodriguez Alma | Tst*cafe Mayapan         | 12/17/2025 | \$ 1,174.40 | For Tamales with Canales community gathering/meeting for December 2025.  |
| DISTRICT 08 | Rodriguez Alma | Economy Cash And Carry I | 12/19/2025 | \$ 213.24   | Segundo Barrio Holiday Luncheon cohosted by District 8 and the Southside Neighborhood Association.   |
|             |                |                          |            |             |  |
|             |                |                          |            |             |  |
|             |                |                          |            |             |  |
|             |                |                          |            |             |  |
|             |                |                          |            |             |  |
|             |                |                          |            |             |  |
|             |                |                          |            |             |  |

## CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

December 2025

| DISTRICT   | VENDOR                                 | DATE      | AMOUNT    | DESCRIPTION                    |
|------------|--|-----------|-----------|--------------------------------|
| District 1 | Amazon Capital Services Inc            | 12/4/2025 | \$ 12.47  | Balloon Stand Kit, Set of 2,   |
| District 1 | Amazon Capital Services Inc            | 12/4/2025 | \$ 16.98  | Bonropin Christmas Balloon Ga  |
| District 3 | UNITY THROUGH CREATIVITY FOUNDATION, I | 11/5/2025 | \$ 700.00 | Facilitation of the Animal Ser |
| District 8 | WASTE CONNECTIONS INC                  | 11/1/2025 | \$ 412.59 | 20 yard Rolloff -garbage conta |



Legislation Text

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**File #:** 26-0152, **Version:** 1

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**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

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

**AGENDA LANGUAGE:**

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Ivan Niño in the amounts of \$1,000.00 from Richard Aguilar; \$1,500.00 from Nicole & Blake Anderson; \$1,000.00 from Randall Bowling; \$1,500.00 from Richard A. Castro; \$1,000.00 from El Paso Electric Company Employee Political Action Committee (PAC) Texas; \$1,000.00 from Edward Escudero; \$1,500.00 from Miguel Fernandez; \$1,500.00 from Nancy & Steve Fox; \$1,500.00 from Ginger & L. Frederick Francis; \$1,500.00 from Dana & Adam Frank; \$500.00 from Lane Gaddy; \$1,000.00 from Edward C. Houghton, IV; \$2,500.00 from Gayle & Woody Hunt; \$1,500.00 from Stanley P. Jobe; \$1,000.00 from the Law Office of Steve Ortega, PLLC; \$500.00 from Rogelio Lopez; \$1,000.00 from Donald & Adair Margo; \$1,000.00 from Ryan McCrory; \$500.00 from Raul Ordaz; \$1,000.00 from Gerald Rubin; \$1,000.00 from Sandra Salinas; \$1,500.00 from Douglas Schwartz; \$500.00 from Kelly Tomblin; \$1,000.00 from Linda Troncoso; and \$250.00 from Garrett Yancey.



Legislation Text

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File #: 26-0085, Version: 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**District 8**

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

**AGENDA LANGUAGE:**

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Don Luciano or Assigns, for the purchase price of \$483,142.68; such real property municipally known and numbered as 1926 Bassett Avenue, El Paso, Texas.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME           | AMOUNT (\$) |
|----------------|-------------|
| Renard Johnson | \$500.00    |

**\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\***

**DEPARTMENT HEAD:**

  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

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

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO DON LUCIANO OR ASSIGNS, FOR THE PURCHASE PRICE OF \$483,142.68; SUCH REAL PROPERTY MUNICIPALLY KNOWN AND NUMBERED AS 1926 BASSETT AVENUE, EL PASO, TEXAS.**

**WHEREAS**, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

**WHEREAS**, the property is being sold pursuant to the broker listing procedure outlined in Chapter 253, Texas Local Government Code; and

**WHEREAS**, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as Lots 1 through 3, and the East 10 feet of Lot 4, Block 31, BASSETT'S ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 5, Page 21, Real Property Records, such property being owned by the City of El Paso, for the purchase price of \$483,142.68.

That the City Manager or designee is authorized to: (1) execute a Contract of Sale with Don Luciano or Assigns, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

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

*(Signatures Continued on Following Page)*

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

HQ 6041|Tran # | Real Estate  
1926 Bassett Ave PID #160332-Contract of Sale  
JAQ

**APPROVED AS TO FORM:**



---

Jesus A. Quintanilla  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



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Mary Lou Espinoza, Capital Assets Manager  
Real Estate Division

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

HQ 6041|Tran # | Real Estate  
1926 Bassett Ave PID #160332-Contract of Sale  
JAQ

THE STATE OF TEXAS   )  
   )  
 COUNTY OF EL PASO   )

**CONTRACT OF SALE**  
**1926 Bassett Ave PID #160332**

This Contract of Sale ("**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Don Luciano or Assigns ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

**SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.**

- A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:
  - 1. Lots 1 through 3, and the East 10 feet of Lot 4, Block 31, BASSETT'S ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 5, Page 21, Real Property Records, El Paso County, Texas, as further described in **Attachment "A"**, the "**Property**".

**SECTION 2. PURCHASE PRICE AND TITLE COMPANY.**

- A. The Buyer will pay the Seller a total amount of \$483,142.68 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.
- B. The Buyer will submit a check to the Title Company in the amount of \$4,831.43 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.
- C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

**SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.**

- A. **WARRANTIES.** To the best of the Seller's knowledge the Seller warrants to the Buyer that:
  - 1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
  - 2. No leasehold rights or interests have been granted and are currently in effect involving

the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property; and
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.
7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

**B. OBLIGATIONS.** The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:
  - a. Any "as-built" plans for any improvements on the Property, if any;
  - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
  - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

**C. RIGHTS.**

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

#### **SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.**

##### **A. WARRANTIES. The Buyer warrants that:**

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

##### **B. OBLIGATIONS. The Buyer will comply with the following obligations:**

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**
2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

##### **C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:**

1. **INSPECTION.** The Buyer may inspect the Property within 30 days of the Effective

Date of this Agreement (“**Inspection Period**”). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY’S OFFICER’S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER’S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY’S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. **TITLE INSURANCE.** The Buyer will, at the Buyer’s sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.
3. **SURVEY.** The Buyer may obtain a new survey or update an existing survey at the Buyer’s expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment “A”, then the parties may use the new survey to describe the Property in this Agreement. The survey obtained by the Buyer is Attachment “A-1” of this Agreement.
4. **TITLE REVIEW PERIOD.** The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance (“**Title Review Period**”) and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer’s objections, if any. If the Buyer does not send the Seller a written notice with the Buyer’s objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer’s objections:

- a. Notify the Buyer that the Seller will cure the Buyer’s objections before the

Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

- b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or
- c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

## **SECTION 5. TERMINATION.**

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
3. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer



may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

## SECTION 6. CLOSING.

- A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property (“**Closing**”) within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller (“**Closing Date**”). A party’s failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.
- B. **SELLER’S OBLIGATIONS.** Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:
  1. A fully executed deed (“**Deed**”) conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment “B”**;
  2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
  3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and
  4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.
- C. **BUYER’S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:
  1. The Purchase Price minus the Deposit that is being held by the Title Company.
  2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
  3. Any other items requested by the Title Company to finalize the closing of this Agreement.
- D. **TAXES.** General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax

rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

- E. **POSSESSION.** Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

## **SECTION 7. GENERAL PROVISIONS.**

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.
- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. **NOTICES.** The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

|         |  |
|---------|--|
| Seller: | The City of El Paso<br>Attn: City Manager<br>P. O. Box 1890<br>El Paso, Texas 79950-1890<br>CityManager1@elpasotexas.gov |
|---------|--|

|       |                                  |
|-------|----------------------------------|
| Copy: | City Attorney<br>City of El Paso |
|-------|----------------------------------|

P.O. Box 1890  
 El Paso, Texas 79950-1890  
 CityAttorney@elpasotexas.gov

Copy: City of El Paso  
 Capital Assets Manager, Real Estate  
 P.O. Box 1890  
 El Paso, Texas 79950-1890  
 RealEstate@elpasotexas.gov

To the Buyer: Don Luciano or Assigns  
 801 Olive Avenue  
 El Paso, Texas 79901  
 winkum48@aol.com

- E. **CONFIDENTIALITY.** The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. **GOVERNING LAW.** This Agreement is governed by Texas law.
- G. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. **GOVERNMENTAL FUNCTIONS.** The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- M. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.
- O. **REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. **COUNTERPARTS.** The parties may execute this Agreement in counterparts.
- Q. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the \_\_\_\_ day of \_\_\_\_\_, 2026

**SELLER:**  
**CITY OF EL PASO, TEXAS**

By: \_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Jesus A. Quintanilla  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



\_\_\_\_\_  
Mary Lou Espinoza, Capital Assets Manager  
Real Estate

**THE STATE OF TEXAS   §**  
  **§**  
**COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026,  
by Dionne Mack, as **City Manager** of the **City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

EXECUTED by Buyer the \_\_\_\_ day of \_\_\_\_\_, 2026.

BUYER:

Don Luciano or Assigns

By: 

Don Luciano or Assigns

THE STATE OF TEXAS §

§

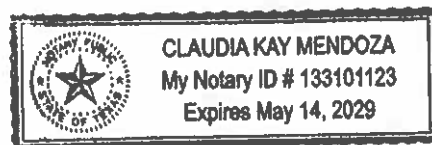
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 15 day of December 2025  
by Don Luciano, as Don Luciano of the Buyer.

  
Notary Public, State of Texas

My commission expires:

05/14/2029



**ATTACHMENT "A"**  
**PROPERTY DESCRIPTION**

**Lots 1 through 3, and the East 10 feet of Lot 4, Block 31, BASSETT'S ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 5, Page 21, Real Property Records, El Paso County, Texas.**

**ATTACHMENT "A-1" BUYER'S SURVEY**



## ATTACHMENT "B"

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

### SPECIAL WARRANTY DEED

Effective Date: \_\_\_\_\_, 2026

Grantor: **City of El Paso, Texas**, a Texas home-rule municipality

Grantor's Mailing Address: City of El Paso  
P.O. Box 1890  
El Paso, Texas 79950-1890

Grantee: Don Luciano or Assigns

Grantee's Mailing Address: 801 Olive Avenue  
El Paso, Texas 79901

### PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lots 1 through 3, and the East 10 feet of Lot 4, Block 31, BASSETT'S ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 5, Page 21, Real Property Records, El Paso County, Texas, as more particularly described in **Attachment "A"**.

### CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

### EXCEPTIONS TO CONVEYANCE

**To be added per title commitment.**

### RESERVATIONS TO CONVEYANCE

None

### WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging,

to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED \_\_\_\_\_, 202\_\_ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY I SON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this \_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

**CITY OF EL PASO**

By: \_\_\_\_\_  
Dionne Mack, City Manager

**ACKNOWLEDGEMENT**

**STATE OF TEXAS            )**

**COUNTY OF EL PASO     )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by Dionne Mack, City Manager, City of El Paso.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

AFTER RECORDING, RETURN TO:

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

## Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

## Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

## Contributor / Donor Information:

Full Name

Don Luciano

Business Name

Agenda Item Type

Relevant Department

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☐

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☒

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE     | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$)       |
|------------|-----------------------------|-------------------|
| Mayor      | Raymond Johnson             | 300 <sup>00</sup> |
| District 1 |                             |                   |
| District 2 |                             |                   |
| District 3 |                             |                   |
| District 4 |                             |                   |
| District 5 |                             |                   |
| District 6 |                             |                   |
| District 7 |                             |                   |
| District 8 |                             |                   |

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: \_\_\_\_\_ Date: 12-15-25



Legislation Text

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File #: 26-0091, Version: 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**District 8**

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

**AGENDA LANGUAGE:**

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Romity Ventures, LLC, for the purchase price of \$1,530,000.00; such real property legally described as Lot E and a portion of Lot F, Block 15, Mills Map Addition, an addition to the City of El Paso, El Paso County, Texas, as recorded in volume 2103, page 972, Real Property Records of El Paso County, Texas.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

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

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO ROMITY VENTURES, LLC, FOR THE PURCHASE PRICE OF \$1,530,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOT E AND A PORTION OF LOT F, BLOCK 15, MILLS MAP ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AS RECORDED IN VOLUME 2103, PAGE 972, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.**

**WHEREAS**, this property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code, Chapter 253; and

**WHEREAS**, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance; and

**WHEREAS**, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as Lot E, and a portion of Lot F, Block 15, MILLS MAP ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the City of El Paso, El Paso County, Texas, according to the records thereof, recorded in Volume 2103, Page 972, Real Property Records of El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of \$1,530,000.00.

Further, that the City Manager or designee is authorized to: (1) execute a Contract of Sale with Romity Ventures, LLC, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

(Signatures begin on the following page)

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

HQ6125 | Tran # | Real Estate PID  
#213078 – Contract of Sale OG



**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.


**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Mary Lou Espinoza  
Capital Assets Manager Real Estate Division

**ORDINANCE NO.** \_\_\_\_\_  
HQ6125 | Tran # | Real Estate  
PID #213078 – Contract of Sale  
OG

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )  
213078

**CONTRACT OF SALE**  
**120 W San Antonio Street/ PID #**

This Contract of Sale ("**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 ("**Effective Date**") between the City of El Paso, a home-rule municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Romity Ventures, LLC ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

**SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.**

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. Lot E, and a portion of Lot F, Block 15, MILLS MAP ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the City of El Paso, El Paso County, Texas, according to the records thereof, recorded in Volume 2103, Page 972, Real Property Records of 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 intended, as further described in **Attachment "A"**, the "**Property**".

**SECTION 2. PURCHASE PRICE AND TITLE COMPANY.**

- A. The Buyer will pay the Seller a total amount of \$1,530,000.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.
- B. The Buyer will submit a check to the Title Company in the amount of \$15,300.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.
- C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

**SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.**

- A. **WARRANTIES.** To the best of the Seller's knowledge the Seller warrants to the Buyer that:
  1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior

title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;
3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property; and
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.
7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:
  - a. Any "as-built" plans for any improvements on the Property, if any;
  - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
  - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker or agent to represent the Seller in the

transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

**SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.**

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**
2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement (“**Inspection Period**”). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY’S OFFICER’S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER’S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY’S FEES AND COURT COSTS INCURRED BY THE SELLER.**
2. TITLE INSURANCE. The Buyer will, at the Buyer’s sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.
3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer’s expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment “A”, then the parties may use the new survey to describe the Property in this Agreement.
4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance (“**Title Review Period**”) and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer’s objections, if any. If the Buyer does not send the Seller a written notice with the Buyer’s objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer,

then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

- a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;
- b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or
- c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

## **SECTION 5. TERMINATION.**

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
3. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.



4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

## **SECTION 6. CLOSING.**

- A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five (5) calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.
- B. **SELLER'S OBLIGATIONS.** Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:
  1. A fully executed deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**;
  2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
  3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and
  4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.
- C. **BUYER'S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:
  1. The Purchase Price minus the Deposit that is being held by the Title Company.
  2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.
- D. **TAXES.** General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 business days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.
- E. **POSSESSION.** Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

## **SECTION 7. GENERAL PROVISIONS.**

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.
- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. **NOTICES.** The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:

The City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890



CityManager1@elpasotexas.gov

Copy:

City Attorney  
City of El Paso  
P.O. Box 1890  
El Paso, Texas 79950-1890  
CityAttorney@elpasotexas.gov

Copy:

City of El Paso  
Capital Assets Manager, Real Estate  
P.O. Box 1890  
El Paso, Texas 79950-1890  
RealEstate@elpasotexas.gov

To the Buyer:

Romity Ventures, LLC  
4695 N. Mesa St. El Paso, TX 79912  
12/15/2025

- E. **CONFIDENTIALITY.** The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. **GOVERNING LAW.** This Agreement is governed by Texas law.
- G. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. **GOVERNMENTAL FUNCTIONS.** The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil

disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. COUNTERPARTS. The parties may execute this Agreement in counterparts.
- Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

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*(Signatures begin on the following pages)*

EXECUTED by City the \_\_\_\_ day of \_\_\_\_\_, 2026

**SELLER:**  
**CITY OF EL PASO, TEXAS**

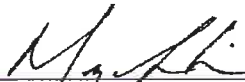
By: \_\_\_\_\_  
Dionne Mack  
City Manager

APPROVED AS TO FORM:



\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Mary Lou Espinoza, Capital Assets Manager  
Real Estate

**THE STATE OF TEXAS   §**  
  **§**  
**COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026,  
by Dionne Mack, as **City Manager** of the **City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

EXECUTED by Buyer the \_\_\_\_ day of \_\_\_\_\_, 2026

BUYER:  
Romita Ventures, LLC

By: \_\_\_\_\_  
Michael Luciano, Member

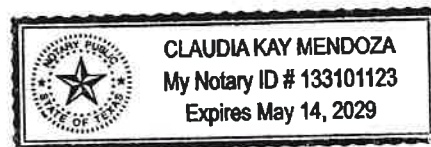
THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 17 day of December 2025  
by Michael Luciano, as Member of the **Buyer**.

Claudia Kay Mendoza  
Notary Public, State of Texas

My commission expires:

May 14, 2029



**ATTACHMENT "A"**  
**PROPERTY DESCRIPTION**

## ATTACHMENT "A"

### METES AND BOUNDS DESCRIPTION

The parcel of land herein described is Lot E and a portion of Lot F, Block 15, Mills Addition, an addition to the City of El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument lying on the monument line being 15 feet north on Chihuahua Street and from the respective centerline intersection of said Chihuahua Street and Overland Avenue; Thence, North 74° 26' 15" East, along the monument line on Overland Avenue, a distance of 365.00 feet to a point; Thence, North 15° 33' 45" West, abandoning said monument line, a distance of 20.00 feet to a point lying on the intersection of the northerly right-of-way line of Overland Avenue and the easterly right-of-way line of Santa Fe Street; Thence North 15° 33' 45" West, a distance of 125.75 feet to a set chiseled "X", said point being the TRUE POINT OF BEGINNING of this description;

THENCE, North 15° 33' 45" West, along the right-of-way line of Santa Fe Street, a distance of 98.25 feet to a set chiseled "X" lying on the right-of-way intersection of Santa Fe Street and San Antonio Avenue;

THENCE, North 74° 26' 15" East, along the right-of-way line of San Antonio Avenue, a distance of 120.00 feet to a set chiseled "X" lying on the intersection of the right-of-way line of San Antonio Avenue and the westerly boundary line of a 20 foot wide alley;

THENCE, South 15° 33' 45" East, along the boundary line of said alley, a distance of 224.00 feet to a set chiseled "X" lying on the intersection of said boundary line of a 20' alley and the northerly right-of-way line of Overland Avenue;

THENCE, South 74° 26' 15" West, along the right-of-way line of Overland Avenue, a distance of 60.00 feet to a set chiseled "X";

THENCE, North 15° 33' 45" West, a distance of 125.75 feet to a point (not set);

THENCE South 74° 26' 15" West, a distance of 60.00 feet to the TRUE POINT OF BEGINNING of the parcel herein described, containing 19,335 square feet or 0.4439 of an acre of land, MORE OR LESS.

POOR QUALITY ORIGINAL  
BEST AVAILABLE IMAGE  
FONT NOT CENTERED/  
NOT STRAIGHT

**ATTACHMENT "B"**

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

**SPECIAL WARRANTY DEED**

Effective Date: \_\_\_\_\_, 2026

Grantor: **City of El Paso, Texas**, a Texas home-rule municipality

Grantor's Mailing Address: City of El Paso  
P.O. Box 1890  
El Paso, Texas 79950-1890

Grantee: Romity Ventures, LLC

Grantee's Mailing Address: 4695 N. Mesa St. El Paso, TX 79912

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

Lot E, and a portion of Lot F, Block 15, MILLS MAP ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the City of El Paso, El Paso County, Texas, according to the records thereof, recorded in Volume 2103, Page 972, Real Property Records of 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 intended., as more particularly described in **Attachment "A"**.

**CONSIDERATION**

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

**EXCEPTIONS TO CONVEYANCE**

**To be added per title commitment.**

**RESERVATIONS TO CONVEYANCE**

None

**WARRANTY AND CONVEYANCE**

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED \_\_\_\_\_, 202\_\_ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this \_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

**CITY OF EL PASO**

By: \_\_\_\_\_  
Dionne Mack, City Manager

**ACKNOWLEDGEMENT**

**STATE OF TEXAS            )**

**COUNTY OF EL PASO     )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by Dionne Mack, City Manager, City of El Paso.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

**AFTER RECORDING, RETURN TO:**



# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

## Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

## Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

## Contributor / Donor Information:

Full Name

---

Business Name

---

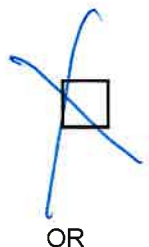
Agenda Item Type

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Relevant Department

---

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE     | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor      |                             |             |
| District 1 |                             |             |
| District 2 |                             |             |
| District 3 |                             |             |
| District 4 |                             |             |
| District 5 |                             |             |
| District 6 |                             |             |
| District 7 |                             |             |
| District 8 |                             |             |

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: \_\_\_\_\_ Date: dec. 17, 2025



Legislation Text

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File #: 26-0099, Version: 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**District 2**

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

**AGENDA LANGUAGE:**

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Jesus Martin Lara and Lorena Villar, for the purchase price of \$1,608.00; such property municipally known and numbered as 212 Dolan Street, El Paso, Texas

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

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

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO JESUS MARTIN LARA AND LORENA VILLAR, FOR THE PURCHASE PRICE OF \$1,608.00; SUCH REAL PROPERTY MUNICIPALLY KNOWN AND NUMBERED AS 212 DOLAN STREET, EL PASO, TEXAS.**

**WHEREAS**, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

**WHEREAS**, the property is being sold pursuant to the notice and bidding exception outlined in Texas Local Government Code, Section 272.001(b)(1) (Small parcel being sold to abutting property owner).

**WHEREAS**, Texas Local Government Code Section 272.001(a) requires a municipality selling or conveying land to sell or convey such land at a fair market value, which must be determined by either an appraisal or the price obtained at public auction, with certain exceptions provided; and,

**WHEREAS**, Texas Local Government Code Section 272.001(b)-(j) contains exceptions that would not require the municipality to determine the fair market value in the manner specified above, one of which is land sold or conveyed to an abutting property owner if the property owner owns the underlying fee simple of the land being sold or conveyed; and,

**WHEREAS**, the state statute allows the City to establish an alternative method of appraisal for the vacation of a public street, alley or easement to an abutting property owner owning the underlying fee simple; and,

**WHEREAS**, Texas Local Government Code Section 272.001(b)-(j) allows the City to sell or convey land to an abutting property owner owning the underlying fee simple of the land being sold or conveyed for less than the fair market value of the land; and,

**WHEREAS**, the City Council adopted an amended policy on February 21<sup>st</sup>, 2012 (Attachment "A") to allow for land to be sold or conveyed to an abutting property owner owning the underlying fee simple for less than the fair market value of the land; and,

**WHEREAS**, this request meets all requirements of the policy adopted on February 21<sup>st</sup>, 2012; and'

**WHEREAS**, the City of El Paso wishes to effectuate the sale of this property pursuant to the policy adopted on February 21<sup>st</sup> 2012.

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

1. That City Council finds that the land is no longer needed as a public street, public alley or public easement.
2. That the City Council finds a public purpose for initiating the vacation in order to rectify the existing conditions of the meandering lot lines to clearly distinguish and reflect the lot lines of 212 Dolan Street from the existing public streets.
3. That the City Manager, or designee, is authorized to effectuate the sale and closing of the property municipally known and numbered as 212 Dolan Street, El Paso, Texas, and legally described as a portion of Lot 6, Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas, for the purchase price of \$1,608.00.
4. That the City Manager or designee is authorized to: (1) execute a Contract of Sale with Jesus Martin Lara and Lorena Villar, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.


**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor


**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Mary Lou Espinoza, Capital Assets Manager  
Real Estate Division

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

**CONTRACT OF SALE**  
**212 Dolan St.**

This Contract of Sale ("**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and **Jesus Martin Lara and Lorena Villar** ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face print** when first defined.

The parties agree as follows:

### **SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.**

- A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:
  - 1. A portion of Lot 6, Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 3 Page 36, Deed Records of El Paso County, Texas., as further described in **Attachment "A"**, the "**Property**".

### **SECTION 2. PURCHASE PRICE AND TITLE COMPANY.**

- A. The Buyer will pay the Seller a total amount of \$1,608.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.
- B. The Buyer will submit a check to the Title Company in the amount of \$161.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.
- C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

### **SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.**

- A. **WARRANTIES.** To the best of the Seller's knowledge the Seller warrants to the Buyer that:
  - 1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;



2. No leasehold rights or interests have been granted and are currently in effect involving the Property;
3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property; and
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.
7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

**B. OBLIGATIONS.** The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:
  - a. Any "as-built" plans for any improvements on the Property, if any;
  - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
  - c. All environmental reports of the Property and the improvements on the Property.

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

**SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.**

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.
- C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:
1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement (“**Inspection Period**”). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY’S OFFICER’S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER’S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY’S FEES AND COURT COSTS INCURRED BY THE SELLER.**
  2. TITLE INSURANCE. The Buyer will, at the Buyer’s sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.
  3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer’s expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment “A”, then the parties may use the new survey to describe the Property in this Agreement. The survey obtained by the Buyer is Attachment “A-1” of this Agreement.

4. **TITLE REVIEW PERIOD.** The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance (“**Title Review Period**”) and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer’s objections, if any. If the Buyer does not send the Seller a written notice with the Buyer’s objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer’s objections:
  - a. Notify the Buyer that the Seller will cure the Buyer’s objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer’s objections before the Closing Date;
  - b. Notify the Buyer that the Seller will cure the Buyer’s objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer’s objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or
  - c. Notify the Buyer that the Seller will not cure the Buyer’s objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

## **SECTION 5. TERMINATION.**

- A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer’s sole remedy under this Agreement.

3. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

## **SECTION 6. CLOSING.**

- A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property (“**Closing**”) within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller (“**Closing Date**”). A party’s failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.
- B. **SELLER’S OBLIGATIONS.** Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:
  1. A fully executed deed (“**Deed**”) conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment “B”**;
  2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
  3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and
  4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. **BUYER'S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.
2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. **TAXES.** General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. **POSSESSION.** Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

## **SECTION 7. GENERAL PROVISIONS.**

A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.

D. **NOTICES.** The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a



written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

|               |   |
|---------------|---|
| Seller:       | The City of El Paso<br>Attn: City Manager<br>P. O. Box 1890<br>El Paso, Texas 79950-1890          |
| Copy:         | City Attorney<br>City of El Paso<br>P.O. Box 1890<br>El Paso, Texas 79950-1890                    |
| Copy:         | City of El Paso<br>Real Estate<br>P.O. Box 1890<br>El Paso, Texas 79950-1890                      |
| To the Buyer: | Jesus Martin Lara and Lorena Villar<br>212 Dolan St.<br>El Paso, TX 79905<br>Lvillar915@gmail.com |

- E. **CONFIDENTIALITY.** The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. **GOVERNING LAW.** This Agreement is governed by Texas law.
- G. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. **GOVERNMENTAL FUNCTIONS.** The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. COUNTERPARTS. The parties may execute this Agreement in counterparts.
- Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)



EXECUTED by City the \_\_\_\_ day of \_\_\_\_\_, 2026

**SELLER:**

**CITY OF EL PASO, TEXAS**

By: \_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

*Russel T. Abeln*  
Russell Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*M. L. Espinoza*  
Mary Lou Espinoza  
Capital Assets Manager

**THE STATE OF TEXAS   §**  
  **§**  
**COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026,  
by Dionne Mack, as **City Manager** of the **City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

EXECUTED by Buyer the \_\_\_\_ day of \_\_\_\_\_, 2025

BUYERS:  
Jesus Martin Lara

By: [Signature]  
Jesus Martin Lara

Lorena Villar

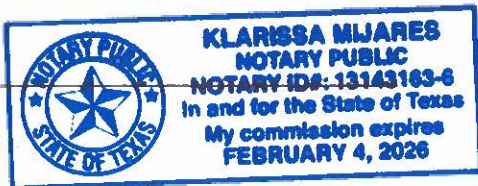
By: [Signature]  
Lorena Villar

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on this 22<sup>nd</sup> day of December, 2026  
by Jesus Martin Lara and Lorena Villar, as joint of the Buyers.

[Signature]  
Notary Public, State of Texas

My commission expires:



**ATTACHMENT "A"**  
**PROPERTY DESCRIPTION**

A PORTION OF LOT 6, BLOCK 3, MAP OF PASADENA, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AS FILED AND RECORDED IN VOLUME 3 PAGE 36, DEED RECORDS OF EL PASO COUNTY, TEXAS.

**ATTACHMENT "A-1" BUYER'S SURVEY**



# Calderon Engineering

3031 Trawood Drive  
El Paso, Texas 79936  
(915) 855-7552  
Fax: 855-8350  
calderonengineering@elpbizclass.com

January 10, 2025

## 212 Dolan METES & BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lot 6, Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 3, Page 36, Deed Records of El Paso County, Texas; and being more particularly described by metes and bounds as follows;

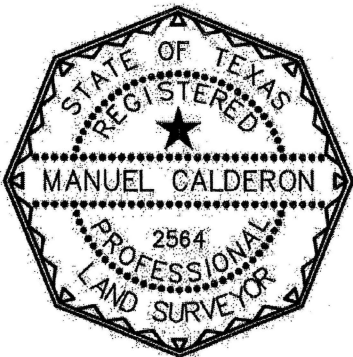
Beginning at a found chiseled cross marking the Northwest corner Lot 7, and the Southwest corner of Lot 6, and on the East R.O.W. line of Dolan Street, all in Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas;

Thence North 00°00'00" East along the East R.O.W. line of Dolan Street a distance of 9.50 feet to a found nail;

Thence North 85°48'21" East a distance of 120.32 feet to a found nail;

Thence South 00°00'00" East along the West R.O.W. line of a 20 foot wide Alley a distance of 18.30 feet to a found chiseled cross;

Thence South 90°00'00" West along the common Lot line between Lots 6 and 7 a distance of 120.00 feet to the "Point of Beginning" and containing in all 1,668.00 square feet or 0.038 acres of land more or less. A plat of survey dated January 10, 2025 is a part of this description and is attached hereto.



VP-C1  
212 Dolan

Manuel Calderon  
Calderon Engineering  
Registered Professional Land Surveyor No. 2564  
Registered Professional Engineer No. 42333  
Texas Registered Engineering Firm No. F-3788  
Texas Licensed Surveying Firm No. 100200-00

## ATTACHMENT "B"

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

### SPECIAL WARRANTY DEED

Effective Date: \_\_\_\_\_, 2026

Grantor: **City of El Paso, Texas**, a Texas home-rule municipality

Grantor's Mailing Address: City of El Paso  
P.O. Box 1890  
El Paso, Texas 79950-1890

Grantee: **Jesus Martin Lara and Lorena Villar**

Grantee's Mailing Address: **212 Dolan St.  
El Paso, TX 79905**

### PROPERTY (INCLUDING ANY IMPROVEMENTS):

A portion of Lot 6, Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 3 Page 36, Deed Records of El Paso County, Texas., as more particularly described in **Attachment "A"**.

### CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

### EXCEPTIONS TO CONVEYANCE

See permitted exceptions attached to this Deed as Attachment "**\_\_\_\_\_**"

### RESERVATIONS TO CONVEYANCE

None

The purchase of this Property is on an "AS IS", "WHERE IS", "WITH ALL FAULTS" basis. Grantee shall be responsible, at its own cost, to conduct any necessary surveys, inspections, or studies. Any Remediation required of Grantee shall be at Grantee's sole cost.

**[IF APPLICABLE] REVERSION**

Grantor grants all the described real property to Grantee and heirs of Grantee so long as real property is used for NONE. If the real property is used for any purpose other than as the permissible purpose, the real property shall automatically revert to Grantor without the necessity of Grantor taking any affirmative action to effectuate the reversion.

**WARRANTY AND CONVEYANCE**

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor and Grantee, but not otherwise.

**IN WITNESS WHEREOF this Special Warranty Deed is executed this \_\_\_\_ day of \_\_\_\_\_, 2026.**

**GRANTOR:**

**CITY OF EL PASO**

By: \_\_\_\_\_  
Dionne Mack, City Manager

**ACKNOWLEDGEMENT**

**STATE OF TEXAS            )**

**COUNTY OF EL PASO     )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by Dionne Mack, City Manager, City of El Paso.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Notary's Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**AFTER RECORDING, RETURN TO:**



# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

## Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

## Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

## Contributor / Donor Information:

Full Name Jesse Martin Lara

Business Name \_\_\_\_\_

Agenda Item Type \_\_\_\_\_

Relevant Department \_\_\_\_\_

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE     | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor      |                             |             |
| District 1 |                             |             |
| District 2 |                             |             |
| District 3 |                             |             |
| District 4 |                             |             |
| District 5 |                             |             |
| District 6 |                             |             |
| District 7 |                             |             |
| District 8 |                             |             |

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: \_\_\_\_\_

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

12-22-2025

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE     | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor      |                             |             |
| District 1 |                             |             |
| District 2 |                             |             |
| District 3 |                             |             |
| District 4 |                             |             |
| District 5 |                             |             |
| District 6 |                             |             |
| District 7 |                             |             |
| District 8 |                             |             |

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: \_\_\_\_\_

*Boreau Villar*

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

*12/22/25*

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

## Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

## Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

## Contributor / Donor Information:

Full Name

LORENA VILLAR

Business Name

Agenda Item Type

Relevant Department



Legislation Text

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File #: 26-0118, Version: 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

**AGENDA LANGUAGE:**

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

An Ordinance amending Ordinance 16015 to grant the authority to the City Manager to administratively enter into and sign certain contracts on behalf of the City in alignment with recent changes to Local Government Code Section 252.021 and repealing Ordinance No. 016736.

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



**DEPARTMENT:** Purchasing & Strategic Sourcing  
**AGENDA DATE:** January 20, 2026  
**PUBLIC HEARING DATE:** February 3, 2026  
**CONTACT PERSON NAME:** Claudia A. Garcia, Director

**PHONE NUMBER:** (915) 212-0043

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

An ordinance amending ordinance 16015 to grant the authority to the City Manager to administratively enter into and sign certain contracts on behalf of the City in alignment with recent changes to local government code section 252.021 and repealing ordinance No. 016736.

**BACKGROUND / DISCUSSION:**

Senate Bill No. 1173, effective September 1, 2025, amended Texas Local Government Code Sections 252.021 requiring municipalities to comply with competitive bidding requirements for contracts that require expenditures of more than \$100,000, thereby increasing the threshold from \$50,000 to \$100,000.

In the interest of efficiency of administrative governmental operations in the City, the City wants to increase the City Manager's authority to enter contracts consistent with the state law's competitive bidding requirements at the revised amount under SB No. 1173. This amendment aligns the ordinance with the competitive bidding threshold established in Texas Local Government Code §252.021, as may be amended, by setting the per annum amount equal to the statutory limit or an aggregate of the per annum amount on a multi-year contract, up to 5 years.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

On March 15, 2005: City Council adopted Ordinance No. 16015.

On September 4, 2007: City Council adopted Ordinance No. 016736 to amend Ordinance No. 16015.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

for Crystal Paz  
Claudia A. Garcia – Director of Purchasing & Strategic Sourcing



**AN ORDINANCE AMENDING ORDINANCE 016015 TO GRANT THE AUTHORITY TO THE CITY MANAGER TO ADMINISTRATIVELY ENTER INTO AND SIGN CERTAIN CONTRACTS ON BEHALF OF THE CITY IN ALIGNMENT WITH RECENT CHANGES TO LOCAL GOVERNMENT CODE SECTION 252.021 AND REPEALING ORDINANCE 016736.**

**WHEREAS**, the City Council adopted Ordinance No. 016015 on March 15, 2005 granting authority to the City Manager to enter into and sign certain contracts in an amount not to exceed \$25,000 per annum or an aggregate of \$50,000 on a multi-year contract on behalf of the City; and

**WHEREAS**, Senate Bill No. 1765, effective September 1, 2007, amended Texas Local Government Code Section 252.021 requiring municipalities to comply with competitive bidding requirements for contracts that require expenditures of more than \$50,000, thereby increasing the threshold from \$25,000 to \$50,000; and

**WHEREAS**, Senate Bill No. 1173, effective September 1, 2025, amended Texas Local Government Code Sections 252.021 requiring municipalities to comply with competitive bidding requirements for contracts that require expenditures of more than \$100,000, thereby increasing the threshold from \$50,000 to \$100,000; and

**WHEREAS**, in the interest of efficiency of administrative governmental operations in the City, the City wants to increase the City Manager's authority to enter contracts consistent with the state law's competitive bidding requirements.

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

1. That Section 3(f) of Ordinance No. 016015 granting authority to the City Manager to negotiate and enter into certain contracts specified below on behalf of City shall be and is hereby amended to read as follows:

f. Agreements, purchase orders and other similar documents as determined to be necessary in connection with the making or awarding of contracts for the acquisition of goods and services, including but not limited to the Council's discretionary funds expenditures, in a per annum amount equal to the amount enumerated in Texas Local Government Code Section 252.021 - as may be amended - or an aggregate of the per annum amount on a multi-year contract, up to 5 years, and in accordance with City Council approved purchasing policies as applicable; all agreements and similar documents in connection with revenue-generating contracts or contracts relating to the provision of goods and services by persons or organizations to the City at no cost to the City, such as park partner agreements, traffic signal agreements and median landscaping agreements; and memoranda establishing cooperative working relationships with other public safety agencies, excluding agreements made pursuant to the Interlocal Cooperation Act. Such authority shall supersede and be controlling over any

conflicting provision or procedure contained in any resolution or other ordinance previously adopted by the City Council that required the contract to be presented to the Mayor and/or City Council for approval, except as may be set forth in any purchasing policy that has been approved by the Council.

2. Ordinance No. 016736 pertaining to the same subject, adopted on September 4<sup>th</sup>, 2007, is hereby repealed.
3. Except as expressly herein amended, Ordinance No. 016015 shall remain in full force and effect.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

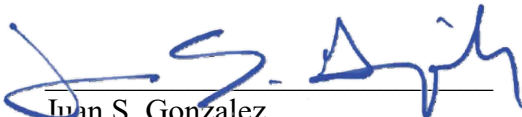
**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor


**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
for \_\_\_\_\_  
Claudia A. Garcia, Director  
Purchasing and Strategic Sourcing





Legislation Text

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File #: 26-0016, Version: 1

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**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**District 2**

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

**AGENDA LANGUAGE:**

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

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

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

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

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO TEPABE PROPERTIES, LLC., FOR THE PURCHASE PRICE OF \$36,227.50; SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF LOT 31, BLOCK 11, WOMBLE ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as a portion of Lot 31, Block 11, Womble Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 13, Page 32, Real Property Records, El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of \$36,227.50. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Tepabe Properties, LLC., (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.


**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor


**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney  
Real Estate Division

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Mary Lou Espinoza  
Capital Assets Manager

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

HQ6035 | Tran #624142 | Real Estate  
PID #314206 – Contract of Sale  
RAB

THE STATE OF TEXAS    )  
                                      )  
COUNTY OF EL PASO    )

**CONTRACT OF SALE**  
**PID# 314206**

This Contract of Sale ("**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Tepabe Properties, LLC ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face print** when first defined. The parties agree as follows:

**SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.**

- A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:
1. A portion of Lot 31, Block 11, Womble Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 13, Page 32, Real Property Records, El Paso County, Texas, as further described in **Attachment "A"**, the "**Property**".

**SECTION 2. PURCHASE PRICE AND TITLE COMPANY.**

- A. The Buyer will pay the Seller a total amount of \$36,227.50 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.
- B. The Buyer will submit a check to the Title Company in the amount of \$362.28 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.
- C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

**SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.**

- A. **WARRANTIES.** To the best of the Seller's knowledge the Seller warrants to the Buyer that:
1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
  2. No leasehold rights or interests have been granted and are currently in effect involving

the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property; and
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.
7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

**B. OBLIGATIONS.** The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:
  - a. Any "as-built" plans for any improvements on the Property, if any;
  - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
  - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

**SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.**

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**
2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. **INSPECTION.** The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**
2. **TITLE INSURANCE.** The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.
3. **SURVEY.** The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.
4. **TITLE REVIEW PERIOD.** The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:



- a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;
- b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or
- c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

## **SECTION 5. TERMINATION.**

**A. This Agreement may be terminated as provided in this Section.**

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
3. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to

postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

## **SECTION 6. CLOSING.**

- A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property (“**Closing**”) within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller (“**Closing Date**”). A party’s failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.
- B. **SELLER’S OBLIGATIONS.** Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:
1. A fully executed deed (“**Deed**”) conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment “B”**;
  2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
  3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and
  4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.
- C. **BUYER’S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:
1. The Purchase Price minus the Deposit that is being held by the Title Company.
  2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
  3. Any other items requested by the Title Company to finalize the closing of this Agreement.

- D. **TAXES.** General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.
- E. **POSSESSION.** Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

## **SECTION 7. GENERAL PROVISIONS.**

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.
- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. **NOTICES.** The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

**Seller:**

The City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890  
CityManager1@elpasotexas.gov

Copy: City Attorney  
City of El Paso  
P.O. Box 1890  
El Paso, Texas 79950-1890  
CityAttorney@elpasotexas.gov

Copy: City of El Paso  
Capital Assets Manager, Real Estate  
P.O. Box 1890  
El Paso, Texas 79950-1890  
RealEstate@elpasotexas.gov

To the Buyer: Tepabe Properties, LLC  
814 W Sunset Rd  
El Paso, TX 79922  
hjmurguia@dekor.com, imurguia@dekor.com

- E. **CONFIDENTIALITY.** The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. **GOVERNING LAW.** This Agreement is governed by Texas law.
- G. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. **GOVERNMENTAL FUNCTIONS.** The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood,

theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- M. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. **THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries for this Agreement.
- O. **REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. **COUNTERPARTS.** The parties may execute this Agreement in counterparts.
- Q. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)


(Signatures begin on the following pages)

EXECUTED by City the \_\_\_\_ day of \_\_\_\_\_, 2026.

**SELLER:**  
**CITY OF EL PASO, TEXAS**

By: \_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Mary Lou Espinoza, Capital Assets Manager  
Real Estate

**THE STATE OF TEXAS** §  
§  
**COUNTY OF EL PASO** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026,  
by Dionne Mack, as **City Manager** of the **City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

EXECUTED by Buyer the \_\_\_\_ day of \_\_\_\_\_, 2026

BUYER:  
Tepabe Properties, LLC

By: [Signature]  
Hector Murguia  
Title: President

By: [Signature]  
Isabel Murguia  
Title: Vice President

Acknowledgement

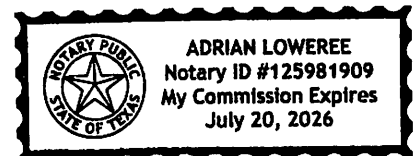
THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 5<sup>th</sup> day of December, 2025  
by Hector J Murguia, as PRESIDENT of the Buyer.

[Signature]  
Notary Public, State of Texas

My commission expires:

July 20, 2026



Acknowledgement

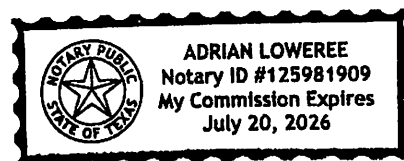
THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 5<sup>th</sup> day of December, 2025  
by Isabel Murguia, as Vice President of the Buyer.

[Signature]  
Notary Public, State of Texas

My commission expires:

July 20, 2026



**ATTACHMENT "A"**  
**PROPERTY DESCRIPTION**



## **ATTACHMENT "B"**

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

### **SPECIAL WARRANTY DEED**

Effective Date: \_\_\_\_\_, 2026

Grantor: **City of El Paso, Texas, a Texas home-rule municipality**

Grantor's Mailing Address: **City of El Paso  
P.O. Box 1890  
El Paso, Texas 79950-1890**

Grantee: **Tepabe Properties, LLC**

Grantee's Mailing Address: **814 W Sunset Rd  
El Paso, TX 79922**

### **PROPERTY (INCLUDING ANY IMPROVEMENTS):**

A portion of Lot 31, Block 11, Womble Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 13, Page 32, Real Property Records, El Paso County, Texas, being more particularly described by metes and bounds on Exhibit "A", attached hereto and made a part hereof for all purposes.

### **CONSIDERATION**

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

### **EXCEPTIONS TO CONVEYANCE**

To be added per title commitment.

### **RESERVATIONS TO CONVEYANCE**

None

### **WARRANTY AND CONVEYANCE**

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging,

to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED \_\_\_\_\_, 202\_\_ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY I SON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this \_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

**CITY OF EL PASO**

By: \_\_\_\_\_  
Dionne Mack, City Manager

**ACKNOWLEDGEMENT**

**STATE OF TEXAS            )**

**COUNTY OF EL PASO    )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by Dionne Mack, City Manager, City of El Paso.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

**AFTER RECORDING, RETURN TO:**



# **Property Sale Agreement: Yandell & I-10 PID 314206**

**District 2 | El Paso, Texas | 79905**

Mary Lou Espinoza, MBA  
Capital Assets Manager  
January 20, 2025

# Council Action

- September 2025 - City Council vetted this surplus property and approved its listing
- In accordance with Exception to Bid & Notice Local Government Code Section 272.001 (b)(1)



# Yandell & I-10 PID 314206 (D2)

**Size:** 0.13 Acres

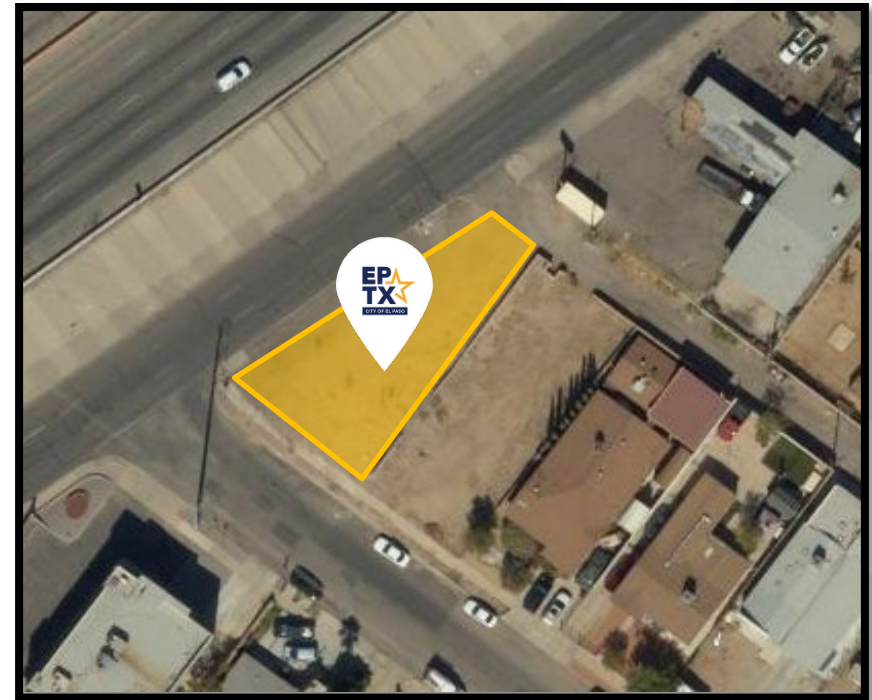
**Zoning:** R-5 (Residential)

**Buyer:** Tepabe Properties, LLC.

**Appraised Value:** \$34,000.00 (Oct 2025)

**Purchase Price:** \$36,227.50 + Closing Costs

**Recommendation:** Sell the property to the abutting property owner.



## MISSION



Deliver exceptional services to support a high quality of life and place for our community.

## VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



## VALUES

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople



Legislation Text

---

File #: 26-0069, Version: 1

---

**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**District 4**

El Paso Water, Alejandro Vidales, (915) 594-5636

El Paso Water, Rocio Alvarado, (915) 594-5493

**AGENDA LANGUAGE:**

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

An Ordinance authorizing the City Manager to sign a Deed and any other documents necessary to convey approximately 271.876 acres of land for the sale price of \$7,528,957; such real property legally described as Parcel 1: T&P RR Survey, Block 81, Township 1, a Portion of Section 1, T&P RR Survey, Block 81, Township 1, a Portion of Section 2, City of El Paso, El Paso County, Texas; Parcel 5: T&P RR Survey, Block 81, Township 1, a Portion of Section 12, City of El Paso, El Paso County, Texas; Parcel 6: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, City of El Paso, El Paso County, Texas; Parcel 7: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, T&P RR Survey, Block 81, Township 1, a Portion of Section 17, City of El Paso, El Paso County, Texas; Parcel 8: T&P RR Survey, Block 81, Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas; Parcel 10: T&P RR Survey, Block 80 Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas; and Parcel 11: T&P RR Survey, Block 80, Township 1, a Portion of Section 28, City of El Paso, El Paso County, El Paso, Texas.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

***REVISED***

*7:15 am, Jan 08, 2026*



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

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

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 271.876 ACRES OF LAND LEGALLY DESCRIBED AS PARCEL 1: T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 1, T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 2, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PARCEL 5: T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 12, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PARCEL 6: T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 7, T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 8, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PARCEL 7: T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 7, T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 8, T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 17, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PARCEL 8: T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 20, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PARCEL 10: T&P RR SURVEY, BLOCK 80 TOWNSHIP 1, A PORTION OF SECTION 20, CITY OF EL PASO, EL PASO COUNTY, TEXAS, Parcel 11: T&P RR SURVEY, BLOCK 80, TOWNSHIP 1, A PORTION OF SECTION 28, CITY OF EL PASO, EL PASO COUNTY, EL PASO, TEXAS

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

WHEREAS, at its regular meeting on March 13, 2024 the Public Service Board determined approximately 271.876 acres of land legally described as:

**Parcel 1:** T&P RR Survey, Block 81, Township 1, a Portion of Section 1, T&P RR Survey, Block 81, Township 1, a Portion of Section 2, City of El Paso, El Paso County, Texas

**Parcel 5:** T&P RR Survey, Block 81, Township 1, a Portion of Section 12, City of El Paso, El Paso County, Texas

**Parcel 6:** T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, City of El Paso, El Paso County, Texas

**Parcel 7:** T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, T&P RR Survey, Block 81, Township 1, a Portion of Section 17, City of El Paso, El Paso County, Texas

**Parcel 8:** T&P RR Survey, Block 81, Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas

**Parcel 10:** T&P RR Survey, Block 80 Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas

**Parcel 11:** T&P RR Survey, Block 80, Township 1, a Portion of Section 28, City of El Paso, El Paso County, El Paso, Texas (the "*Property*"), to be inexpedient to the system and that the Property should be sold in accordance with state law; and,

**WHEREAS**, the State of Texas, acting herein by and through the Texas Department of Transportation, has agreed to purchase the Property for the amount of \$7,528,957; and,

**WHEREAS**, Section 272.001(b)(5) of the Texas Local Government Code Provides that a political subdivision of the state may convey real property to a governmental entity that has the power of eminent domain without giving notice and requesting sealed bids; and,

**WHEREAS**, the State of Texas, acting herein by and through the Texas Department of Transportation, is a governmental entity that has the power of eminent domain; and,

**WHEREAS**, the El Paso City Council finds that it is in the public interest to convey the Property to the State of Texas; and

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

That the City Manager is authorized to sign a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 271.876 acres of land legally described as:

**Parcel 1:** T&P RR Survey, Block 81, Township 1, a Portion of Section 1, T&P RR Survey, Block 81, Township 1, a Portion of Section 2, City of El Paso, El Paso County, Texas

**Parcel 5:** T&P RR Survey, Block 81, Township 1, a Portion of Section 12, City of El Paso, El Paso County, Texas

**Parcel 6:** T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, City of El Paso, El Paso County, Texas

**Parcel 7:** T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, T&P RR Survey, Block 81, Township 1, a Portion of Section 17, City of El Paso, El Paso County, Texas

**Parcel 8:** T&P RR Survey, Block 81, Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas

**Parcel 10:** T&P RR Survey, Block 80 Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas

**Parcel 11:** T&P RR Survey, Block 80, Township 1, a Portion of Section 28, City of El Paso, El Paso County, El Paso, Texas

*(Signatures begin on following page)*

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF EL PASO

\_\_\_\_\_  
Renard U. Johnson,  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michaela Ainsa  
Senior Assistant General Counsel

**ORDINANCE NUMBER** \_\_\_\_\_  
Sale of Land – 271.876 Acres - TxDOT  
HQ 5998- RAB

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



## **DEED**

**TxDOT ROW CSJ:** 0665-02-006 and 0665-02-007

**TxDOT Parcel ID:** P00066025, P00066029, P00066030, P00066031, P00066032, P00066034, P00066035, and P00065989

**Grantor(s), whether one or more:**

El Paso Water Utilities Public Service Board, for and on behalf of the City of El Paso, Texas, a Texas municipal corporation, a/k/a El Paso Water Utilities Board, a public corporation; and the City of El Paso, Texas, a Texas municipal corporation, a/k/a The City of El Paso for the use and benefit of the El Paso Water Utilities Public Service Board,

**Grantor's Mailing Address (including county):**

1154 Hawkins Blvd.  
El Paso, TX 79925

**Grantee:**

The State of Texas, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**

Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Travis County, Texas 78701

**Consideration:**

The sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

**Property:**

All those certain tracts or parcels of land in El Paso County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Grantors do also Waive, Release, Relinquish, and Convey unto the State of Texas that portion of Grantors' abutting property rights of ingress and egress and direct access on and off the Highway Facility as described in Exhibit "A" by lines of access denial.

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of El Paso County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.
4. Water and Wastewater Easements and Casing Reservations as set forth in Exhibit B hereto.
5. The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: Water and Wastewater systems located within the reserved easements set forth in Exhibit B and further delineated in Exhibit C hereto.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

**GRANTOR**, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant

and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

EXECUTED on the date(s) of acknowledgment indicated below.

**GRANTOR:**

**EL PASO WATER UTILITIES PUBLIC SERVICE  
BOARD for and on behalf of THE CITY of EL  
PASO, TEXAS, a Texas municipal corporation**

By:   
John E. Balliew  
President and Chief Executive Officer

Grantor's Address:

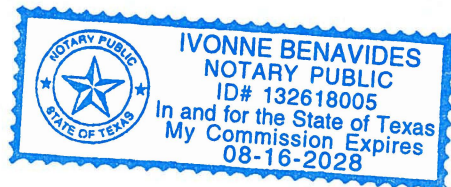
1154 Hawkins Blvd.  
El Paso, TX 79925

---

Acknowledgment

State of Texas  
County of El Paso

This instrument was acknowledged before me on November 26<sup>th</sup>, 2025 by John E. Balliew, as President and Chief Executive Officer of the El Paso Water Utilities Public Service Board on behalf of The City of El Paso, Texas, a Texas municipal corporation.



  
Notary Public's Signature  
My Commission Expires: 8/16/2028

**GRANTOR:**

**CITY of EL PASO, TEXAS**

By: \_\_\_\_\_  
Dionne L. Mack, City Manager

Grantor's Address:

300 N. Campbell  
El Paso, TX 79901

---

---

Acknowledgment

State of Texas  
County of El Paso

This instrument was acknowledged before me on \_\_\_\_\_, 2026 by Dionne L. Mack, as City Manager of The City of El Paso, Texas, a Texas municipal corporation.

\_\_\_\_\_  
Notary Public's Signature  
My Commission Expires: \_\_\_\_\_

AFTER RECORDING, RETURN TO:  
Texas Department of Transportation  
Attn: ROW Division  
13301 Gateway Blvd.  
El Paso, Texas 79928



HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-007  
OWNER: The City of El Paso

### Property Description for Parcel 1

Being a total of 3,485,375 square feet or 80.0133 acres of land, situated in the E.V. Newman Survey, Abstract No. 10017, Section 2, Block 81, Township 1, and Texas and Pacific Railroad Company Survey, and Abstract No. 2379, Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a called 3,200 acre tract of land conveyed to The City of El Paso by deed recorded in Volume 1242, Page 231, El Paso County Deed Records (E.P.C.D.R.) and by Condemnation Suit No. 16526 dated July 31, 1954 and being more particularly described by metes and bounds in three (3) parts as follows:

#### Part 1:

Being 949,632 square feet or 21.8006 acres of land, situated in said E.V. Newman Survey, Section 2 Block 81, Township 1, Texas and Pacific Railroad Company Surveys.

**COMMENCING**, on the Texas/New Mexico state line, at the common northerly corner of Section 2, and Section 3, said Block 81, Township 1, from which a City of El Paso brass cap monument bears South 87°21'16" East 0.22 feet;

**THENCE**, South 87°07'50" East, with the Texas/New Mexico state line and north boundary line of Section 2 and said City of El Paso tract, a distance of 455.19 feet to a TxDOT Type II brass cap monument found on the southwesterly right-of-way line of the proposed Spur 320 for the end of a curve to the right and end of Denial of Access Line for the most westerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,746,075.83, and E=403,766.10, located 175.00 feet right of proposed Spur 320 Baseline Station 640+30.73;

1. **THENCE**, South 87°07'50" East, continuing with said state line, the north line of Section 2 Block 81, and said City of El Paso tract, a distance of 440.53 feet to a TxDOT Type II monument found on the northeasterly right-of-way line of the proposed Spur 320, the beginning point of a curve to the left and Denial of Access Line, for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 642+98.27;

2. **THENCE**, with said proposed northeasterly right-of-way line and Denial of Access Line, said curve to the left, having a radius of 12,325.00 feet, an arc length of 2,181.57 feet, a central angle of 10 degrees 08 minutes 30 seconds, and a chord which bears South 40°12'39" East, a distance of 2,178.72, to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary line of said City of El Paso tract and a right-of-way conveyed to the El Paso Electric Company by deed recorded in Volume 1226, Page 532, Official Public Records of Real property of El Paso County, (O.P.R.R.P.E.P.C.), for a southeasterly corner of the herein described parcel and end of Denial of Access line, located 175.00 feet left of proposed Spur 320 Baseline Station 665+10.82;
3. **THENCE**, South 2°07'40" West, with said common boundary line, a distance of 686.72 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly right-of-way line of the proposed Spur 320 same being the northerly boundary line of a right-of-way conveyed to EPNG Pipeline Company by deed recorded in Document No. 20000080243 O.P.R.R.P.E.P.C., for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 338.98 feet right of proposed Spur 320 Baseline Station 669+63.39;
4. **THENCE**, North 47°53'32" West, with the said northerly boundary of said EPNG Pipeline Company right-of-way, a distance of 409.91 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the beginning of a curve to the right for a corner of the herein described parcel, located 349.36 feet right of proposed Spur 320 Baseline Station 665+64.58;
5. **THENCE**, with said proposed right-of-way and Denial of Access Line and said curve to the right, having a radius of 1,572.00 feet, an arc length of 95.14 feet, a central angle of 03 degrees 28 minutes 03 seconds, and a chord which bears North 84°40'06" East, a distance of 95.12 feet, to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 276.85 feet right of proposed Spur 320 Baseline Station 666+24.64;
6. **THENCE**, North 10°27'53" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 122.69 feet to a TxDOT Type II brass cap monument found and beginning of a curve to the right, for a corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 665+57.45;
7. **THENCE**, with said proposed right-of-way and Denial of Access Line and said curve to the right, having a radius of 12,675.00 feet, an arc length of 918.76 feet, a central angle of 04 degrees 09 minutes 11 seconds, and a chord which bears North 43°25'07" West, a distance of 918.56 feet, to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 656+51.37;

8. **THENCE**, North 86°11'25" West, continuing with said right-of-way and Denial of Access Line, a distance of 42.32 feet to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 204.88 feet right of proposed Spur 320 Baseline Station 656+21.86;
9. **THENCE**, South 48°57'36" West, continuing with said right-of-way and Denial of Access Line, a distance of 221.52 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly boundary line of said EPNG Pipeline Company right-of-way and end of said Denial of Access Line for a corner of the herein described parcel, located 426.39 feet right of proposed Spur 320 Baseline Station 656+21.23;
10. **THENCE**, North 47°53'32" West, with the north boundary line of said EPNG Pipeline Company right-of-way, a distance of 74.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly right-of-way line of the proposed Spur 320 and beginning of a Denial of Access Line, for a corner of the herein described parcel, located 435.28 feet right of proposed Spur 320 Baseline Station 655+49.70;
11. **THENCE**, North 48°57'36" East, with said proposed right-of-way line and Denial of Access Line, a distance of 230.41 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 204.88 feet right of proposed Spur 320 Baseline Station 655+49.05;
12. **THENCE**, North 04°06'44" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 42.32 feet to a found TxDOT Type II brass cap monument found and beginning point of a curve to the right for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 655+19.53;
13. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the right, having a radius of 12,675.00 feet, an arc length of 1,276.33 feet, a central angle of 05 degrees 46 minutes 10 seconds, and a chord which bears North 37°51'11" West, a distance of 1,275.79 feet, to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 642+60.82;
14. **THENCE**, North 34°40'56" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 126.60 feet to a TxDOT Type II brass cap monument found for the beginning point of a curve to the right for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 641+35.97;

15. **THENCE**, with said proposed right-of-way of the proposed Spur 320 and Denial of Access Line, said curve to the right, having a radius of 12,675.00 feet, an arc length of 106.72 feet, a central angle of 00 degrees 28 minutes 57 seconds, and a chord which bears North 34°09'17" West, a distance of 106.72 feet, to the **POINT OF BEGINNING** and containing 949,632 square feet or 21.8006 acres of land.

**Part 2:**

Being 768,206 square feet or 17.6356 acres of land, situated in said E.V. Newman Survey, Section 2, Block 81, Township 1, Texas and Pacific Railroad Company Surveys.

**COMMENCING**, on the Texas/New Mexico state line, at the common northerly corner of Section 2 and 3, said Block 81, Township 1, from which a City of El Paso brass cap monument bears South 87°21'16" East 0.22 feet;

**THENCE**, South 02°04'15" West, with the common boundary line of Section 2, and Section 3, said Block 81, a distance of 2,780.02 feet to a point;

**THENCE**, South 87°55'45" East, a distance of 105.63 feet to a TxDOT Type II brass cap monument found on the east right-of-way of said State Highway F.M. 3255 a varied width right of way as described in deed recorded in Volume 585, Page 76 and Volume 694, Page 451, E.P.C.D.R. and westerly boundary of said City of El Paso tract recorded in Volume 1242, Page 231 E.P.C.D.R., for the most southerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,743,316.60 and E=403,316.58, located 2,229.36 feet right of proposed Spur 320 Baseline Station 657+66.71;

1. **THENCE**, North 01°05'11" East, with the common boundary of said State Highway F.M. 3255 right-of-way and said City of El Paso tract, a distance of 1,678.19 feet to a point and beginning of a curve to the left, for a westerly corner of the herein described parcel;
2. **THENCE**, continuing with said common boundary and curve to the left, having a radius of 7,719.50 feet, an arc length of 397.79 feet, a central angle of 02 degrees 57 minutes 09 seconds, and a chord which bears North 00°23'23" West, a distance of 397.75 feet, to a point for a westerly corner of the herein described parcel;
3. **THENCE**, North 01°16'43" East, continuing with said common boundary, a distance of 89.73 feet to a 60D nail found on the proposed right-of-way of Spur 320 right-of-way and beginning of a Denial of Access Line, for the most northerly corner of the herein described parcel located 856.10 feet right of proposed Spur 320 Baseline Station 642+73.53;

4. **THENCE**, South 07°27'53" East, with said proposed right-of-way and Denial of Access Line, a distance of 172.65 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 936.86 feet right of proposed Spur 320 Baseline Station 644+15.92;
5. **THENCE**, South 07°27'54" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 1052.03 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 1,465.04 feet right of proposed Spur 320 Baseline Station 652+46.31;
6. **THENCE**, South 53°24'37" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 78.91 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 1,446.26 feet right of proposed Spur 320 Baseline Station 653+14.97;
7. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the left and, having a radius of 1,463.00 feet, an arc length of 894.00 feet, a central angle of 35 degrees 00 minutes 43 seconds, and a chord which bears North 66°27'58" East, a distance of 880.16 feet, to a 60D nail found for a corner of the herein described parcel, located 603.65 feet right of proposed Spur 320 Baseline Station 655+50.16;
8. **THENCE**, North 48°57'36" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 118.01 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly boundary line of a right-of-way conveyed to EPNG Pipeline Company by Document No. 20000080243 recorded in the Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and end of said Denial of Access Line, for a corner of the herein described parcel located 485.64 feet right of proposed Spur 320 Baseline Station 655+49.84;
9. **THENCE**, South 47°53'32" East, with the southwesterly boundary said EPNG Pipeline Company right-of-way, a distance of 74.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the proposed Spur 320 right-of-way and beginning of a Denial of Access Line, for a corner of the herein described parcel, located 476.75 feet right of proposed Spur 320 Baseline Station 656+21.09;
10. **THENCE**, South 48°57'36" West, with said proposed right-of-way and Denial of Access Line, a distance of 126.90 feet to a TxDOT Type II brass cap monument found and the beginning of a curve to the right, for a corner of the herein described parcel, located 603.65 feet right of proposed Spur 320 Baseline Station 656+20.75;

11. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the right having a radius of 1,537.00 feet, an arc length of 930.10 feet, a central angle of 34 degrees 40 minutes 19 seconds, and a chord which bears South 66°17'46" West, a distance of 915.98 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 1,479.96 feet right of proposed Spur 320 Baseline Station 653+74.48;
12. **THENCE**, South 30°36'55" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 82.16 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 1,557.52 feet right of proposed Spur 320 Baseline Station 653+98.64;
13. **THENCE**, continuing with said right-of-way and Denial of Access Line, said curve to the left having a radius of 918.00 feet, an arc length of 1,173.13 feet, a central angle of 73 degrees 13 minutes 09 seconds, and a chord which bears South 73°39'10" East, a distance of 1,094.92 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 984.66 feet right of proposed Spur 320 Baseline Station 662+45.96;
14. **THENCE**, North 69°44'16" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 358.37 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right, for a corner of the herein described parcel, located 657.57 feet right of proposed Spur 320 Baseline Station 663+83.38;
15. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the right having a radius of 1,572.00 feet, an arc length of 297.14 feet, a central angle of 10 degrees 49 minutes 48 seconds, and a chord which bears North 75°09'10" East, a distance of 296.69 feet to a 5/8-inch iron rod with TxDOT aluminum cap found of-way, for a corner of the herein described parcel and end of said Denial of Access Line, on the westerly line of said EPNG Pipeline Company Tract, located 401.09 feet right of proposed Spur 320 Baseline Station 665+26.47;
16. **THENCE**, South 47°53'32" East, with the southwesterly boundary of said EPNG Pipeline Company right-of-way, a distance of 493.26 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly line of an El Paso Electric Company (EPEC) right-of-way as recorded in Volume 1226, Page 0532, O.P.R.R.P.E.P.C., Dec. 17 1981, for the most easterly corner of the herein described parcel, located 388.66 feet right of proposed Spur 320 Baseline Station 670+04.50;
17. **THENCE**, South 02°07'40" West, along the common line of said City of El Paso and EPEC right-of-way a distance of 9.63 feet to a 5/8-inch iron rod with TxDOT aluminum cap set on the proposed right-of-way and beginning of a curve to the left and Denial of Access Line of said right-of-way, located 396.00 feet right of proposed Spur 320 Baseline Station 670+10.54;



18. **THENCE**, with said proposed Spur 320 right-of-way and Denial of Access Line, said curve to the left having a radius of 868.00 feet, an arc length of 129.87 feet, a central angle of 08 degrees 34 minutes 21 seconds, and a chord which bears North 89°36'44" West, a distance of 129.75 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 483.24 feet right of proposed Spur 320 Baseline Station 669+17.77;
19. **THENCE**, South 87°25'00" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 521.95 feet to a TxDOT Type II brass cap monument found, for a corner of the herein described parcel, located 860.14 feet right of proposed Spur 320 Baseline Station 665+75.05;
20. **THENCE**, South 86°54'02" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 598.99 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right, for a corner of the herein described parcel, located 1,307.86 feet right of proposed Spur 320 Baseline Station 662+08.82;
21. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the right having a radius of 1,052.38 feet, an arc length of 606.21 feet, a central angle of 33 degrees 00 minutes 16 seconds, and a chord which bears North 79°02'49" West, a distance of 597.86 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 1,660.49 feet right of proposed Spur 320 Baseline Station 657+77.21;
22. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the left having a radius of 480.00 feet, an arc length of 493.86 feet, a central angle of 58 degrees 57 minutes 02 seconds, and a chord which bears South 59°45'20" West, a distance of 472.37 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 2,123.40 feet right of proposed Spur 320 Baseline Station 656+95.50;
23. **THENCE** South 10°01'09" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 134.97 feet to the **POINT OF BEGINNING** and end of said Denial of Access Line, containing 768,206 square feet or 17.6356 acres of land.

**Part 3:**

Being 1,767,537 square feet or 40.5771 acres of land, situated in said E.V. Newman Survey, Section 2 Block 81, Township 1 and Section 1, said Block 81, Township 1, Texas and Pacific Railroad Company Surveys.

**COMMENCING**, at a 2-1/2-inch diameter bronze disk stamped “E.P.E.C R.O.W” found on the common boundary of said Sections 2 and 11, Block 81, said Township 1, on the east boundary line of a tract of land and right-of-way conveyed to El Paso Electric Company (E.P.E.C.) by deed recorded in Volume 1338, Page 471, E.P.C.D.R.;

**THENCE**, North 02°07’40” East, with the east boundary of said E.P.E.C. right-of-way, a distance of 2,800.98 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way of the proposed Spur 320 and end of a curve to the left for the most westerly corner and **POINT OF BEGINNING** of the herein described parcel and end of a Denial of Access Line, having coordinates of N=10,743,411.32 and E=406,091.66, located 218.01 feet right of proposed Spur 320 Baseline Station 675+30.07;

1. **THENCE**, North 02°07’40” East, with the east boundary of said E.P.E.C. right-of-way, a distance of 511.95 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northeasterly right-of-way line of the proposed Spur 320 and beginning of a Denial of Access line for the most northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 672+01.98;
2. **THENCE**, South 48°01’02” East, with the proposed right-of-way line of said proposed Spur 320 and Denial of Access line, a distance of 3,000.31 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 702+02.30;
3. **THENCE**, North 41°52’03” East, with said proposed right-of-way and Denial of Access line, a distance of 321.87 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 496.87 feet left of proposed Spur 320 Baseline Station 702+01.65;
4. **THENCE**, South 48°07’57” East, continuing with said proposed right-of-way and Denial of Access line, a distance of 311.00 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 497.50 feet left of proposed Spur 320 Baseline Station 705+12.65.
5. **THENCE**, South 41°52’03” West, continuing with said proposed right-of-way and Denial of Access line, a distance of 322.50 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 705+13.30;
6. **THENCE**, South 48°01’02” East, continuing with said proposed right-of-way and Denial of Access line, a distance of 1,025.33 feet to a TxDOT Type II brass cap monument found and beginning of a curve to the left, for a corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 715+38.63;



7. **THENCE**, with said proposed right-of-way, said curve to the left and Denial of Access Line, having a radius of 12,325.00 feet, an arc length of 592.80 feet, a central angle of 02 degrees 45 minutes 21 seconds, and a chord which bears South 49°23'42" East, a distance of 592.75 feet to a TxDOT Type II brass cap monument found on the north right-of-way line of F.M. 2529 a 150.00 feet wide right-of-way as described by deed recorded in Volume 1528, Page 374, E.P.C.D.R. for the most easterly corner and end of said Denial of Access Line of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 721+39.85;
8. **THENCE**, North 87°01'07" West, with the north right-of-way of said F.M. 2529, a distance of 577.49 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly right-of-way of the proposed Spur 320 right-of-way, Denial of Access Line and curve to the right, for a southerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 716+80.43;
9. **THENCE**, with said proposed right-of-way and Denial of Access Line, said curve to the right, having a radius of 12,674.99 feet, an arc length of 143.79 feet, a central angle of 00 degrees 39 minutes 00 seconds, and a chord which bears North 48°20'32" West, a distance of 143.79 feet to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 715+38.63;
10. **THENCE**, North 48°01'02" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 705.57 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 708+33.05;
11. **THENCE**, North 48°56'52" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 1,539.95 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 200.01 feet right of proposed Spur 320 Baseline Station 692+93.30;
12. **THENCE**, North 46°58'43" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 739.16 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right, for a corner of the herein described parcel, located 186.62 feet right of proposed Spur 320 Baseline Station 685+54.27;
13. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the right, having a radius of 4,082.00 feet, an arc length of 460.94 feet, a central angle of 06 degrees 28 minutes 11 seconds, and a chord which bears North 51°55'21" West, a distance of 460.69 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 217.99 feet right of proposed Spur 320 Baseline Station 680+94.65;

14. **THENCE**, North 48°01'04" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 561.08 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 218.00 feet right of proposed Spur 320 Baseline Station 675+33.57;
15. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the left, having a radius of 868.00 feet, an arc length of 3.50 feet, a central angle of 00 degrees 13 minutes 52 seconds, and a chord which bears North 48°07'58" West, a distance of 3.50 feet to the **POINT OF BEGINNING** and containing 1,767,537 square feet or 40.5771 acres of land within Part 3 and containing a combined 80.0133 acres (3,485,375 square feet) of land within Parts 1, 2 & 3.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)-West\_VRS\_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

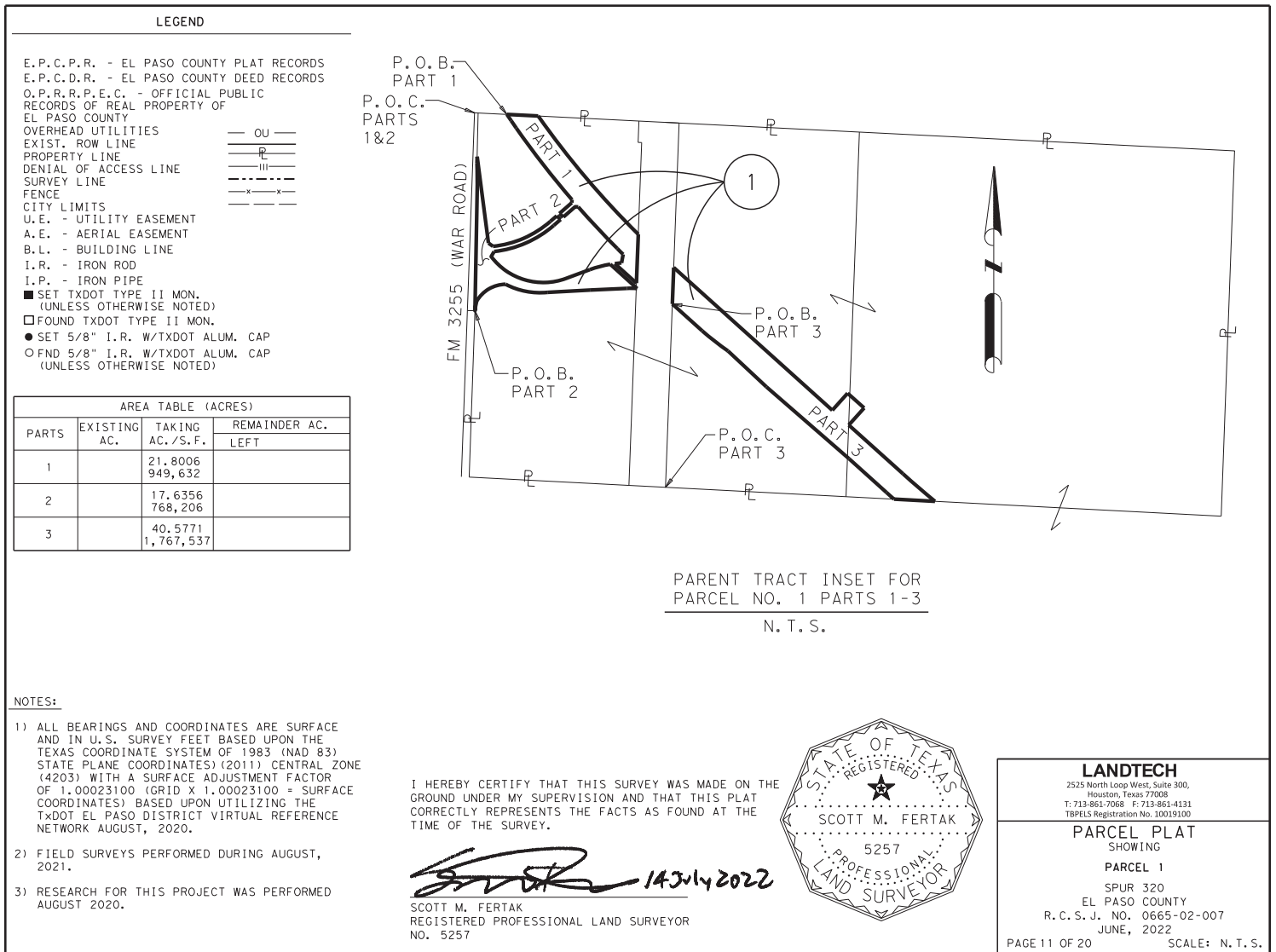
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



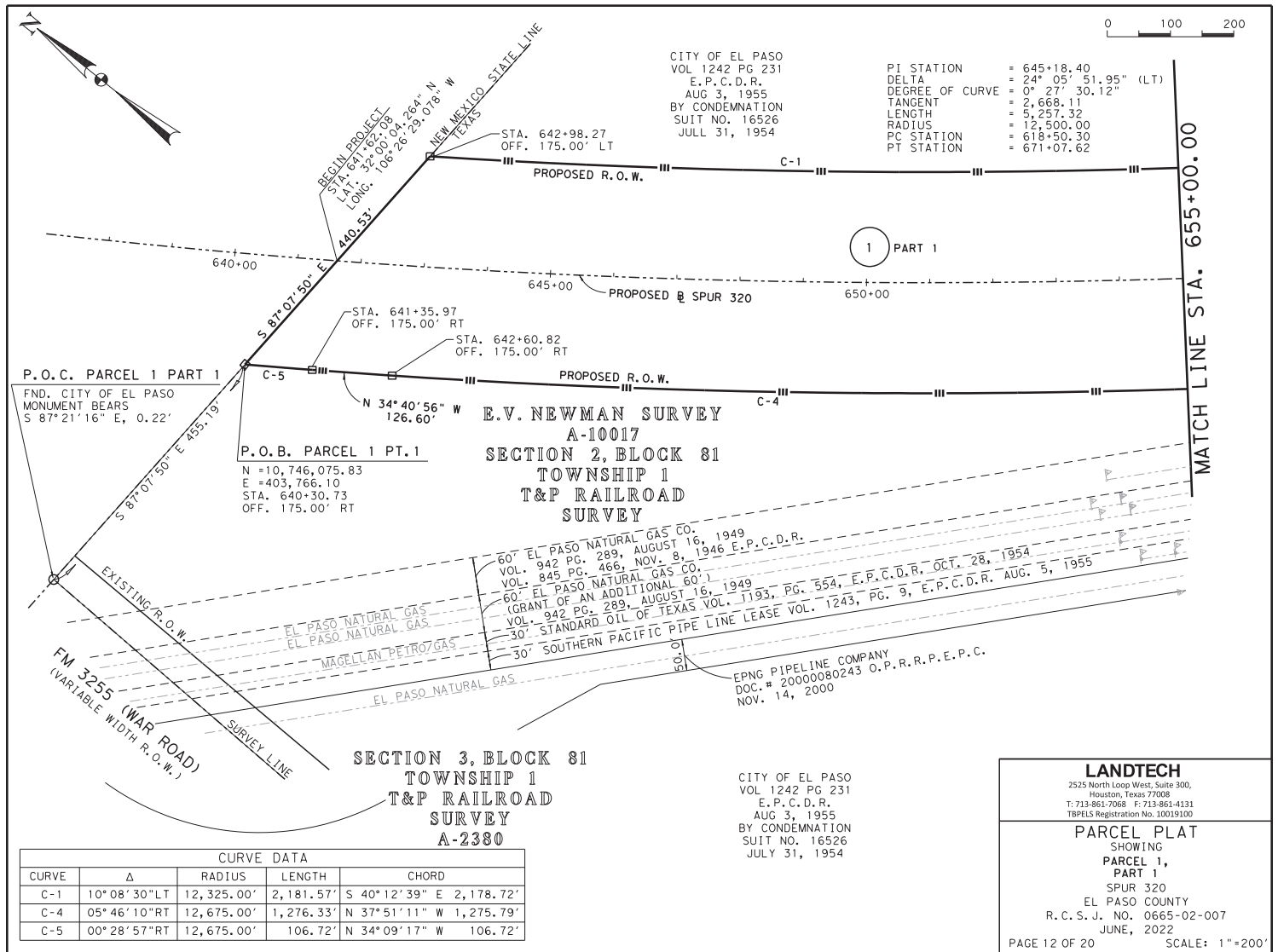
The image shows a handwritten signature in black ink. To the right of the signature, the date "14 July 2022" is written in a similar handwritten style.

Scott M. Fertak  
Registered Professional Land Surveyor  
No. 5257

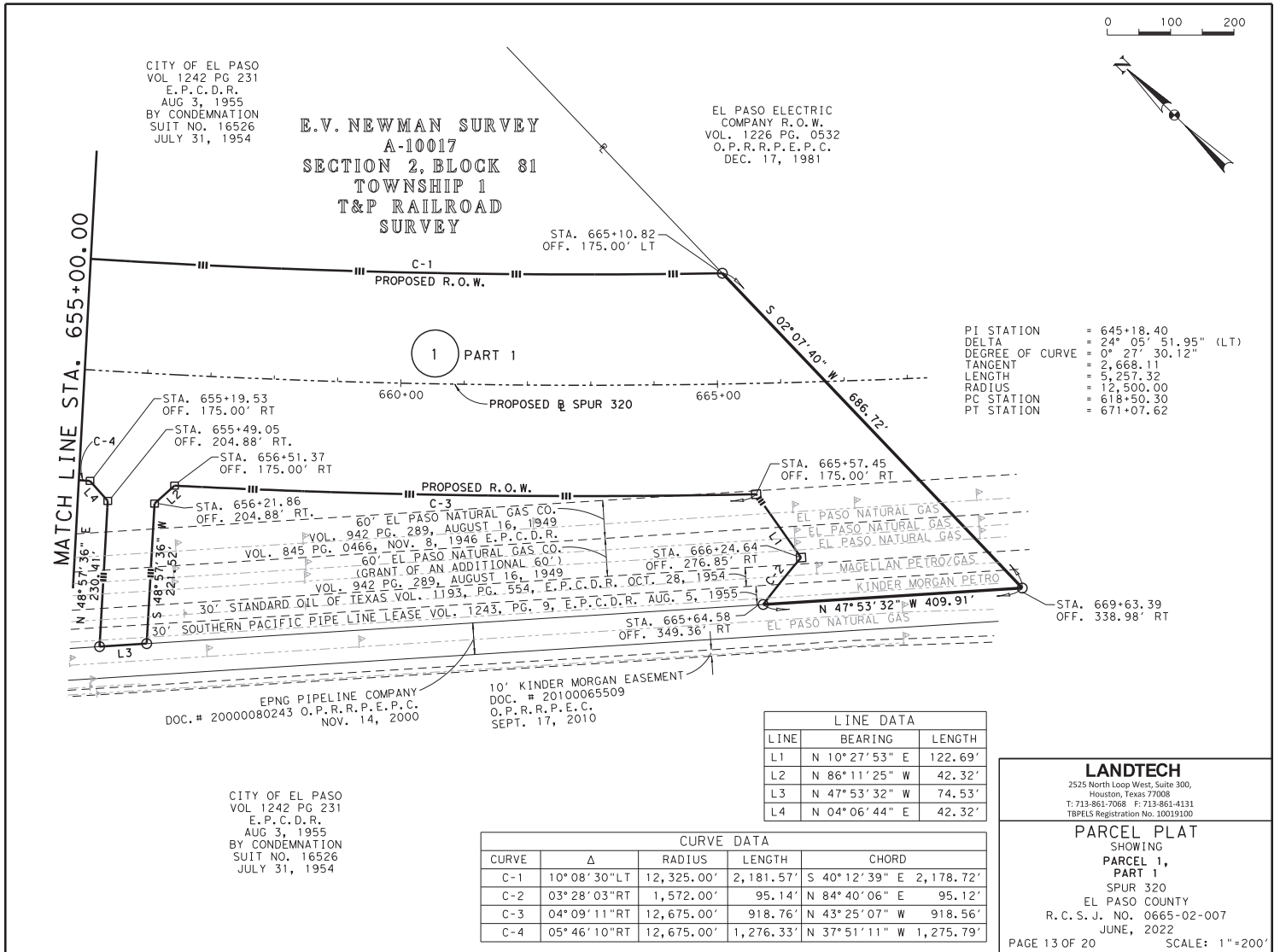
# Exhibit A



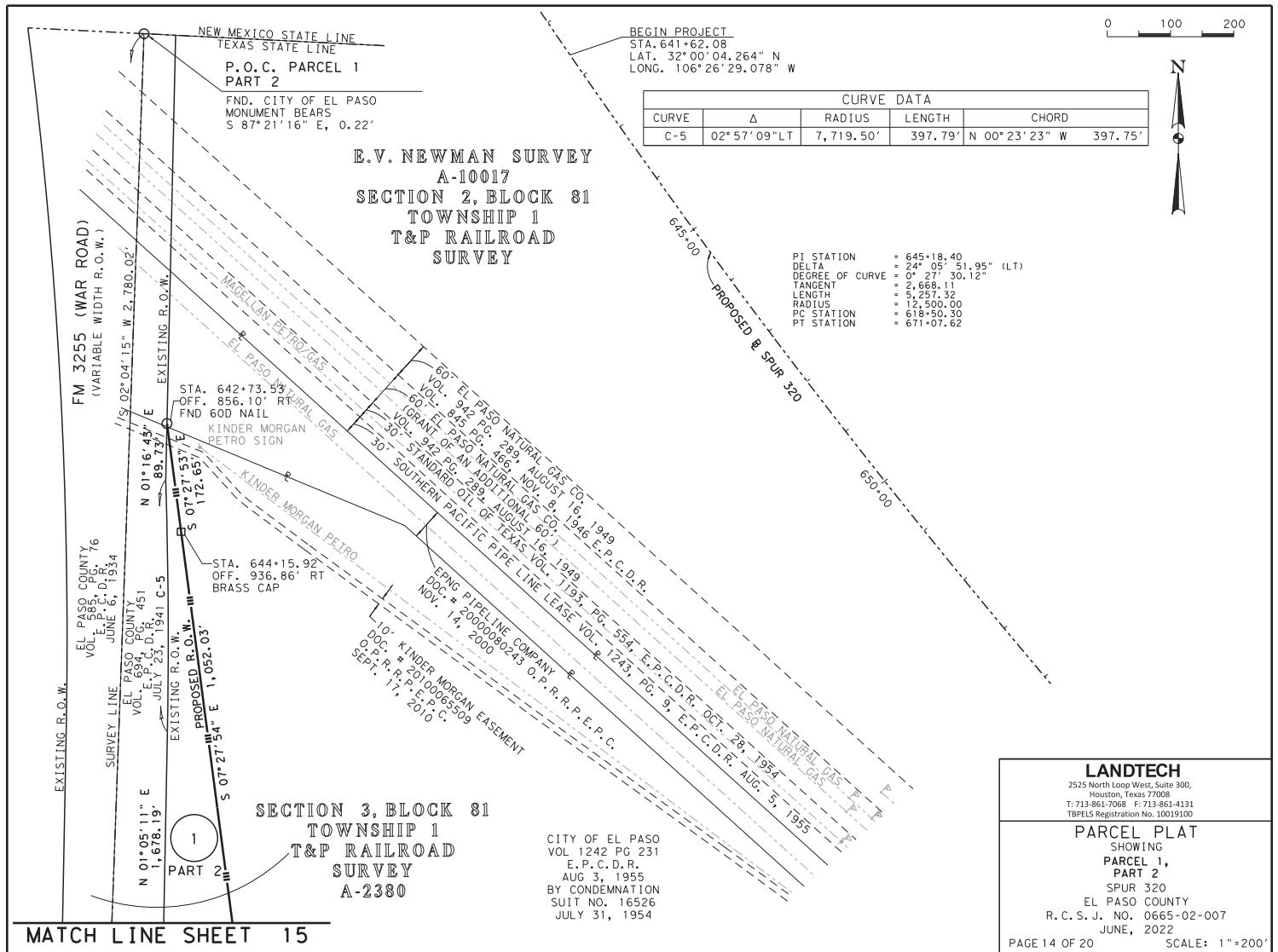
## Exhibit A



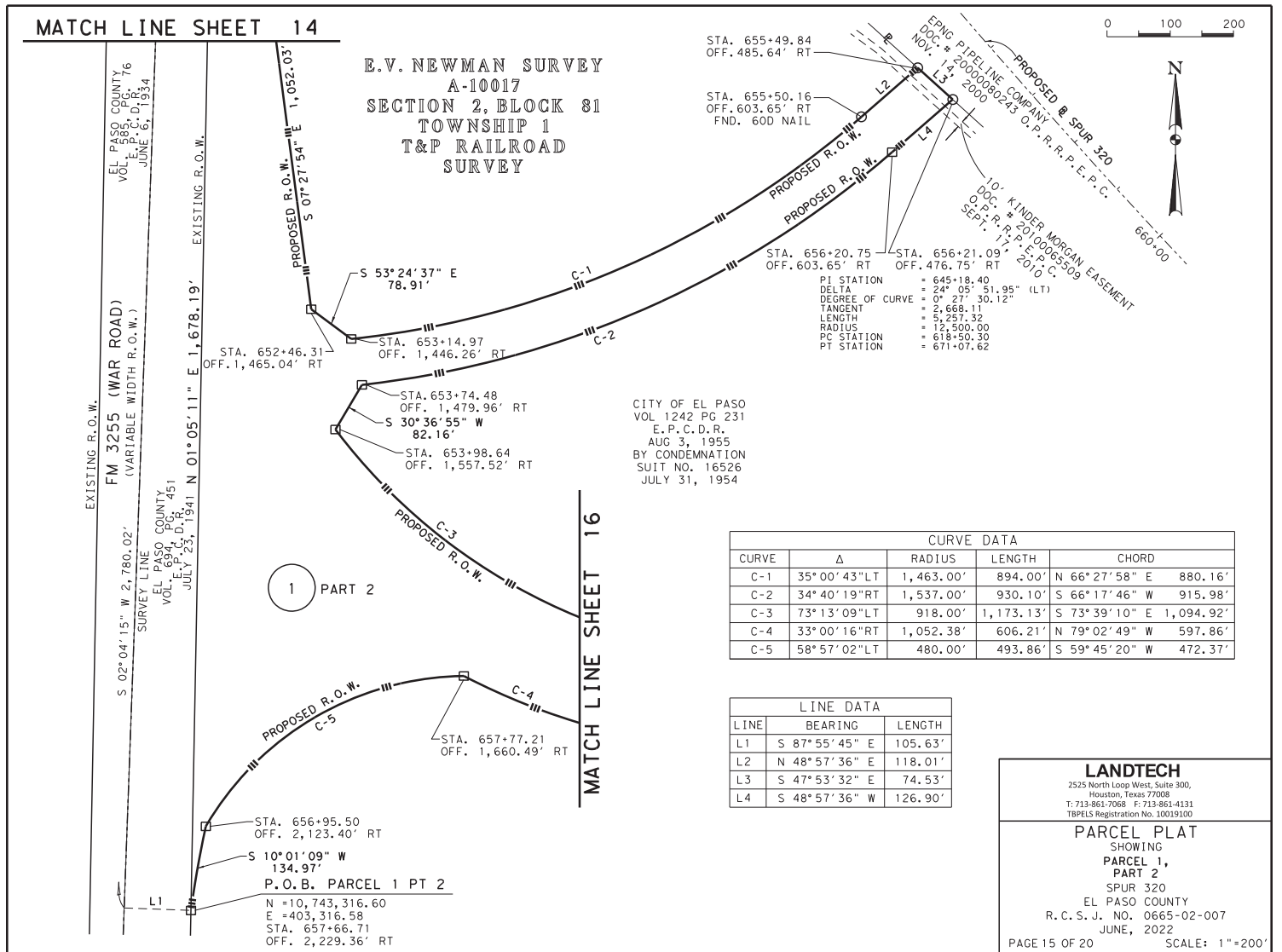
# Exhibit A



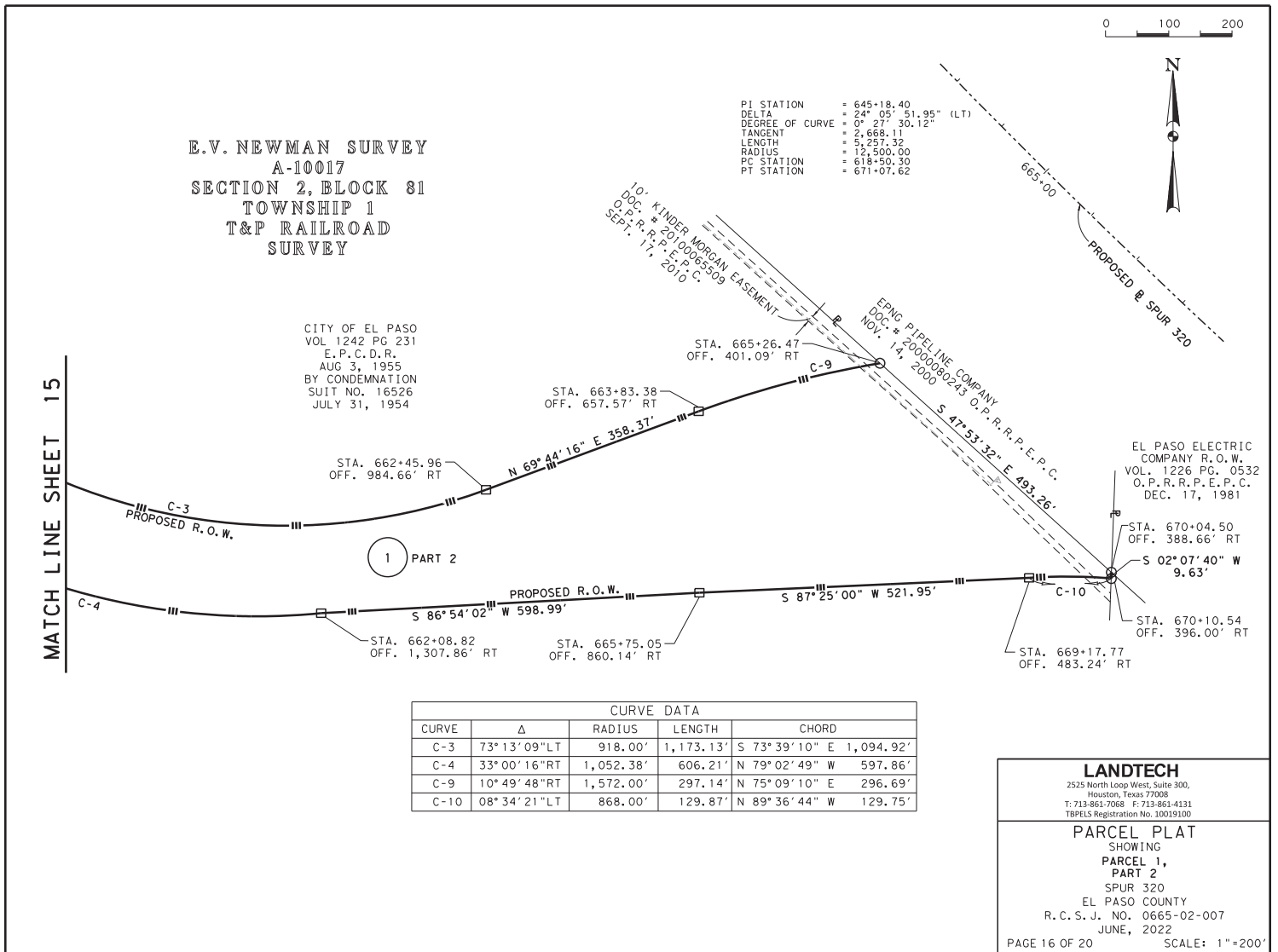
## Exhibit A



## Exhibit A

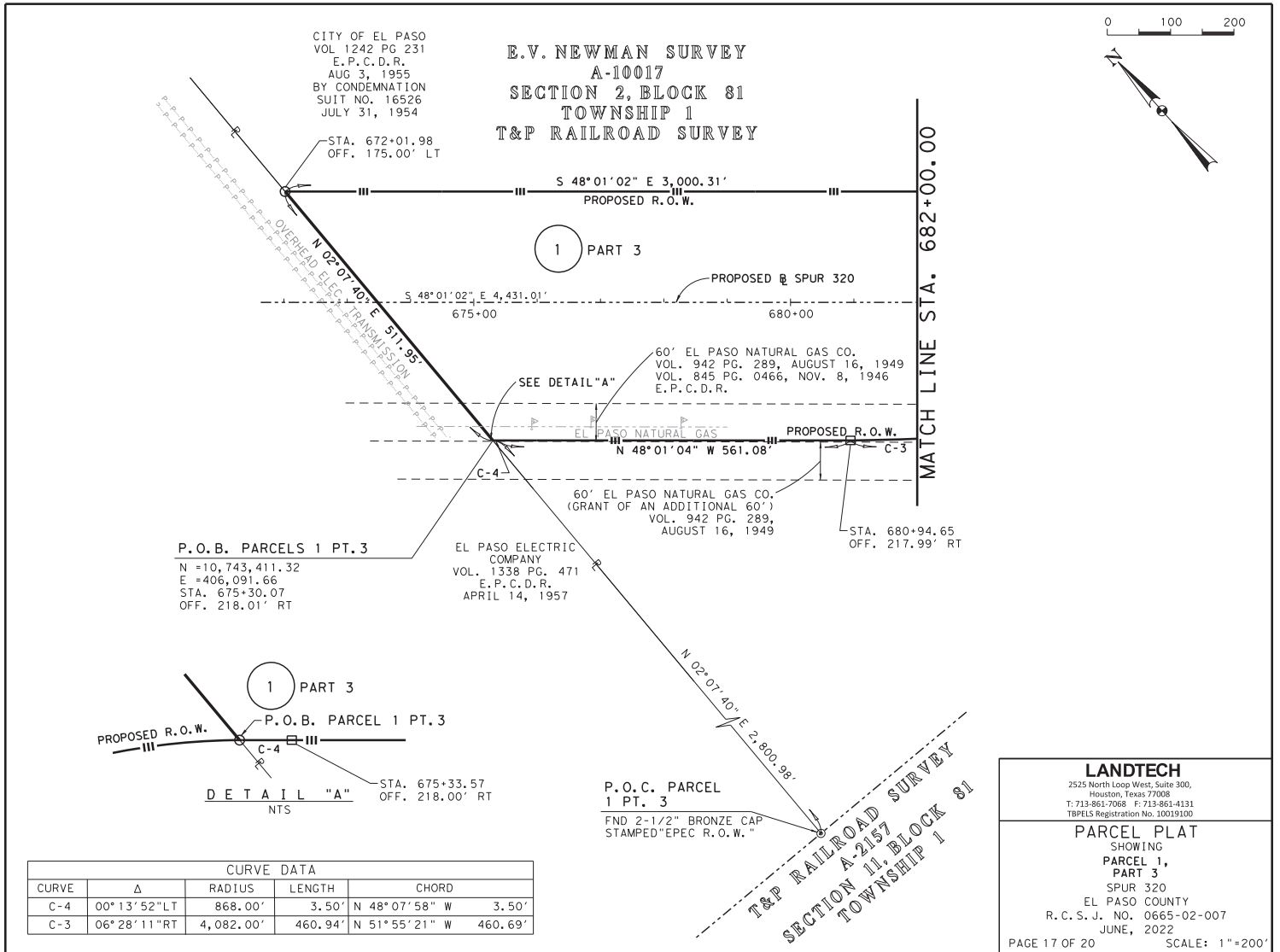


# Exhibit A

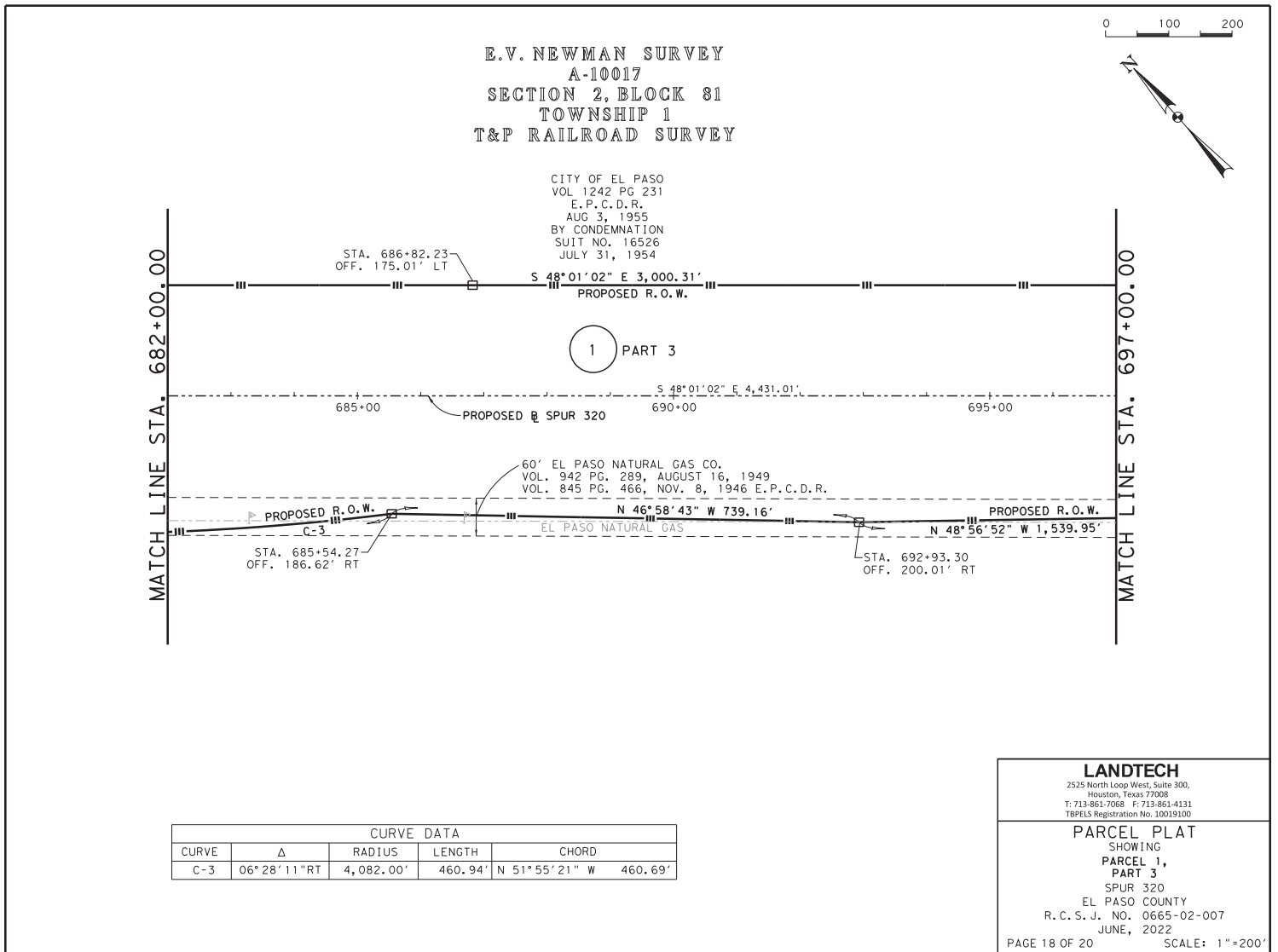




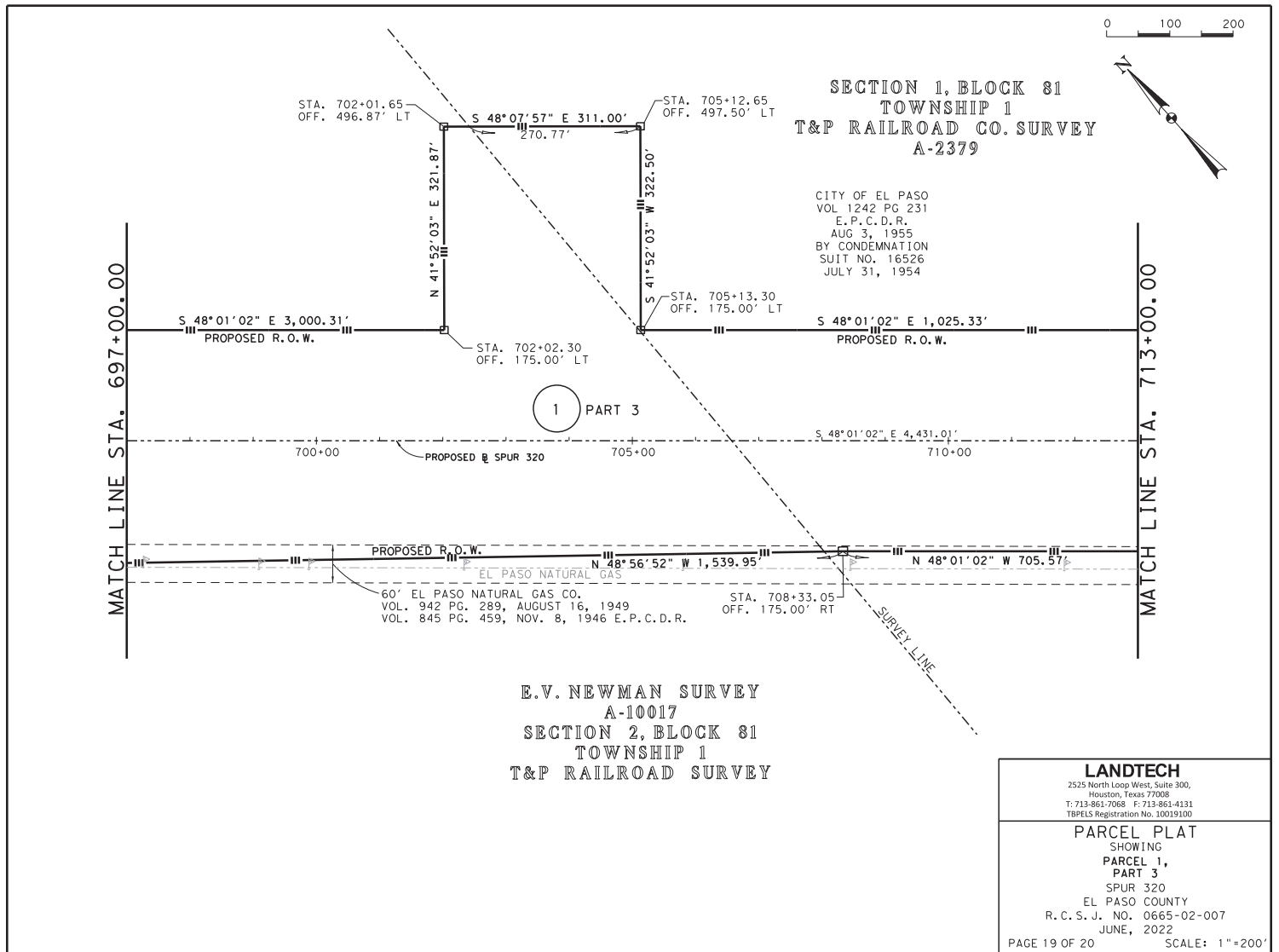
# Exhibit A



# Exhibit A



# Exhibit A



# Exhibit A

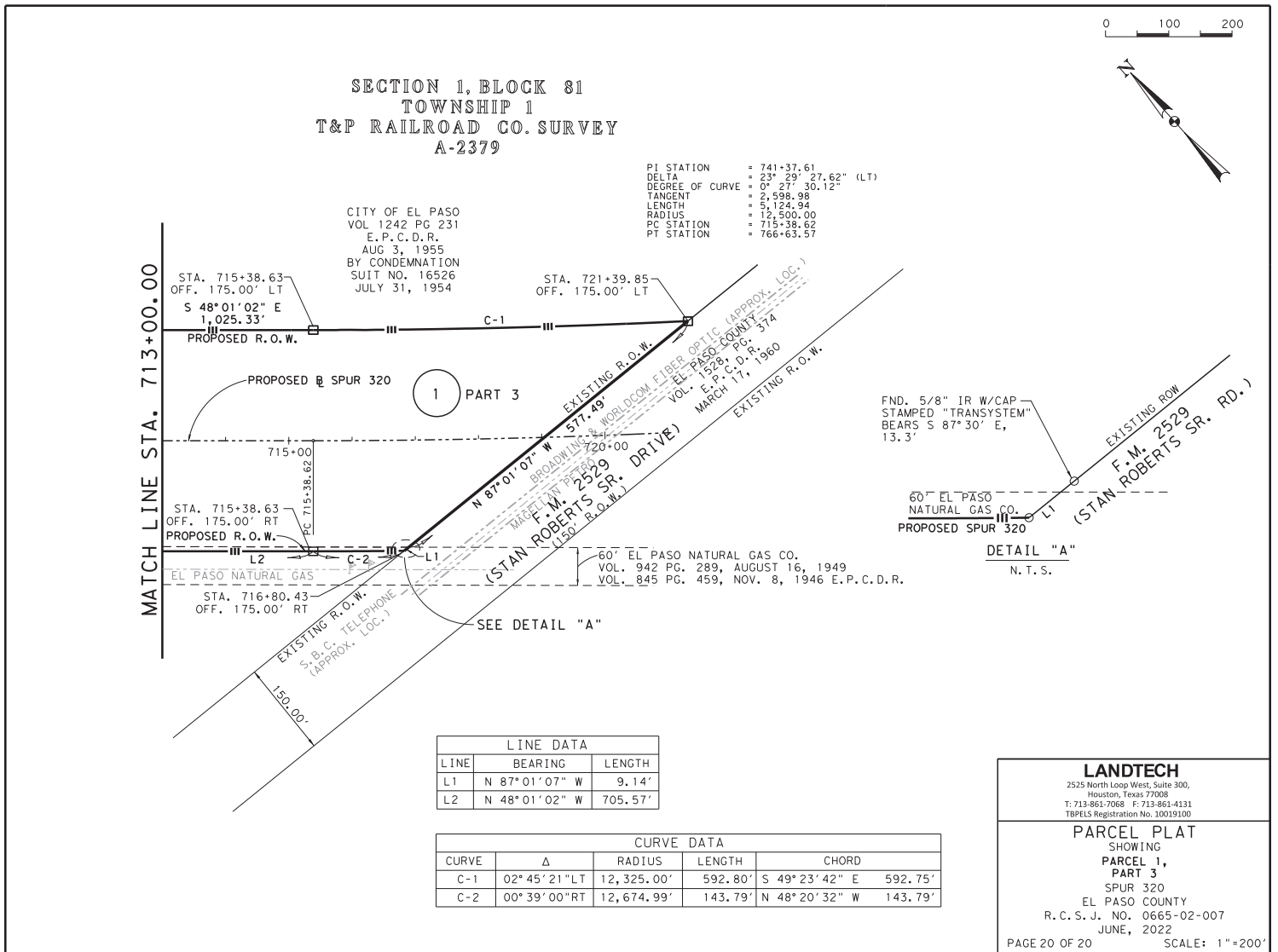


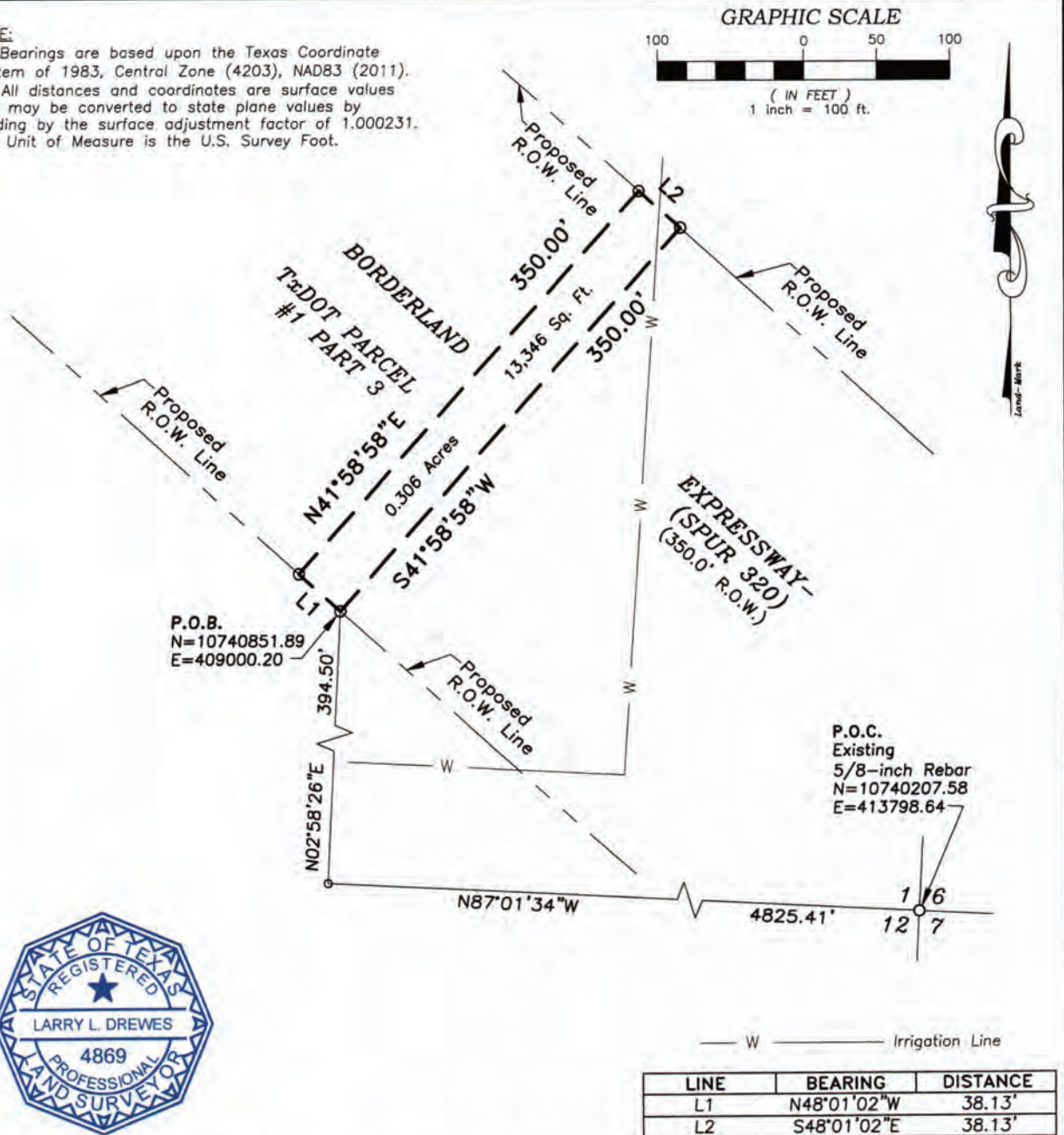
Exhibit A

SAVE AND EXCEPT from the preceding Property Description of Parcel 1 (P00066025), a reservation of easements for water and wastewater purposes as set forth hereinafter as Easement F, Easement G, and Easement H.

# Exhibit A

## NOTE:

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.



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

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

## Plat of Survey EASEMENT F

A PORTION OF SECTION 1,  
BLOCK 81, TOWNSHIP 1,  
TEXAS AND PACIFIC RAILROAD  
COMPANY SURVEYS,  
EL PASO COUNTY, TEXAS



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

Job No. 24-02-33619-F

Scale: 1" = 100'

Date: December 12, 2024





## ***Land-Mark Professional Surveying, Inc.***

*"Serving Texas, New Mexico & Arizona"*

### **METES AND BOUNDS DESCRIPTION**

#### **EASEMENT "F"**

**A PORTION OF SECTION 1, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 5/8-inch rebar lying at the southeast corner of Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, North 87°01'34" West, with said southerly boundary line of said Section 1, a distance of 4825.41 feet to a point; **THENCE** North 02°58'26" East, departing said southerly boundary line, a distance of 394.50 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,740,851.89 feet and E=409000.20 feet;

**THENCE**, North 48°01'02" West, with said proposed southwesterly right-of-way line, a distance of 38.13 feet to a point, for a corner of this parcel;

**THENCE**, North 41°58'58" East, a distance of 350.00 feet to a point lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

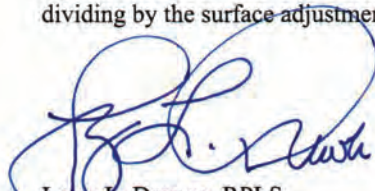
**THENCE**, South 48°01'02" East, with said proposed northeasterly right-of-way line, a distance of 38.13 feet to a point, for a corner of this parcel;

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

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

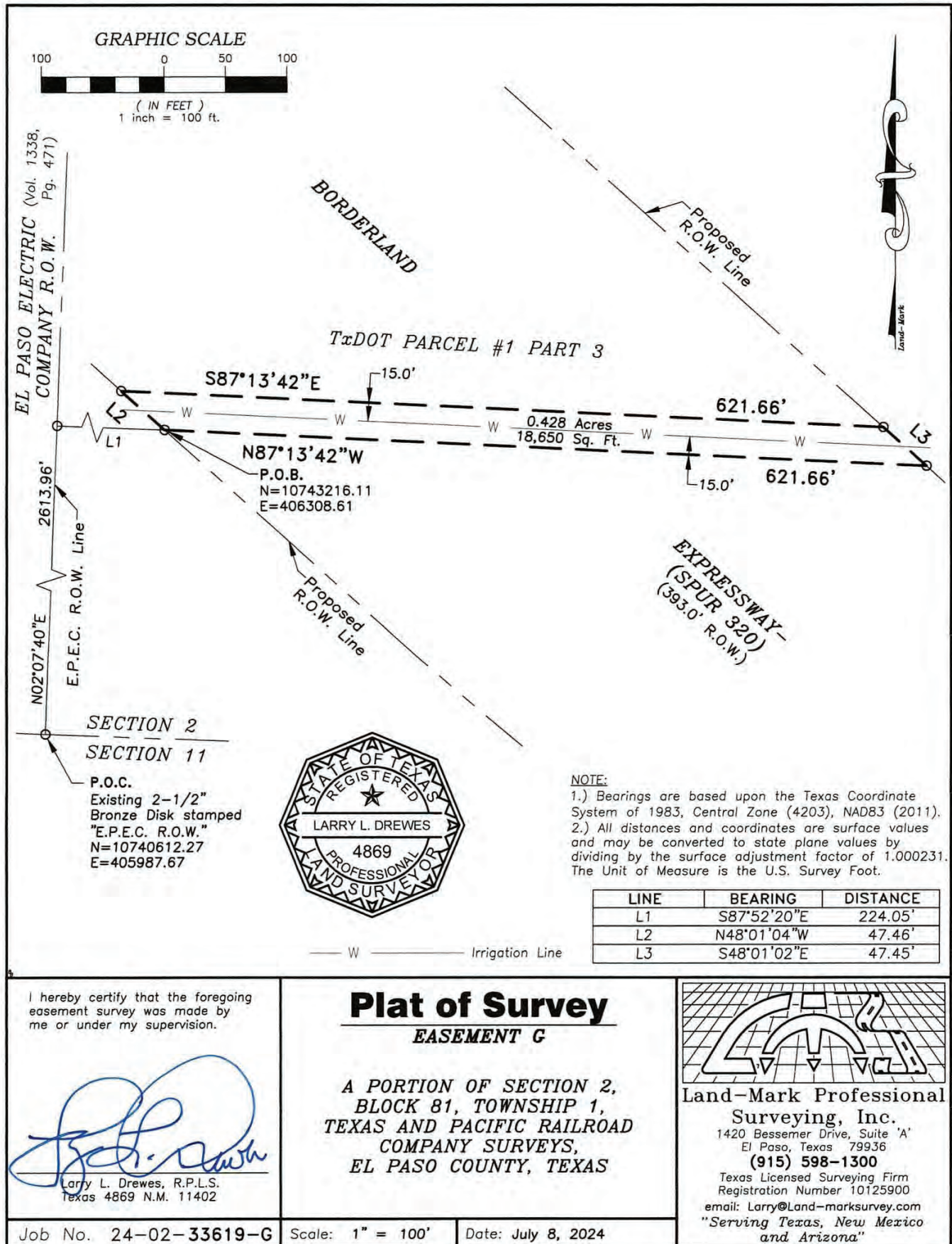
#### **Notes:**

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

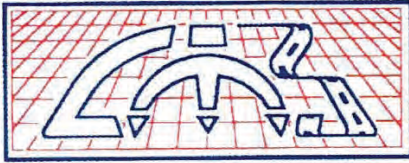
  
Larry L. Drewes, RPLS.  
Texas License No. 4869  
Job Number 33619-F  
December 12, 2024











## *Land-Mark Professional Surveying, Inc.*

*"Serving Texas, New Mexico & Arizona"*

### **METES AND BOUNDS DESCRIPTION**

#### **EASEMENT "G"**

**A PORTION OF SECTION 2, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 2-1/2 inch Bronze Disk stamped "E.P.E.C. R.O.W." lying in the common section line of Sections 2 and 11, Block 81, Township 1 and lying in the easterly right-of-way line of El Paso Electric Company (E.P.E.C.), as recorded in Volume 1338, Page 471, Official Records of El Paso County, Texas; **THENCE**, North  $02^{\circ}07'40''$  East, with the easterly E.P.E.C right-of-way line, a distance of 2613.96 feet to a point; **THENCE** South  $87^{\circ}52'20''$  East, departing said easterly right-of-way line, a distance of 224.05 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,743,216.11 feet and E=406,308.61 feet;

**THENCE**, North  $48^{\circ}01'04''$  West, with said proposed southwesterly right-of-way line, a distance of 47.46 feet to a point, for a corner of this parcel;

**THENCE**, South  $87^{\circ}13'42''$  East, a distance of 621.66 feet to a point lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

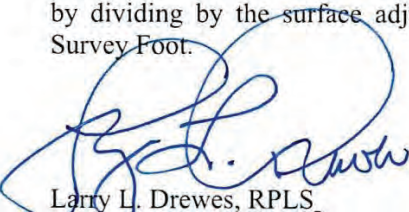
**THENCE**, South  $48^{\circ}01'02''$  East, with said proposed northeasterly right-of-way line, a distance of 47.45 feet to a point, for a corner of this parcel;

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

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

#### Notes:

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

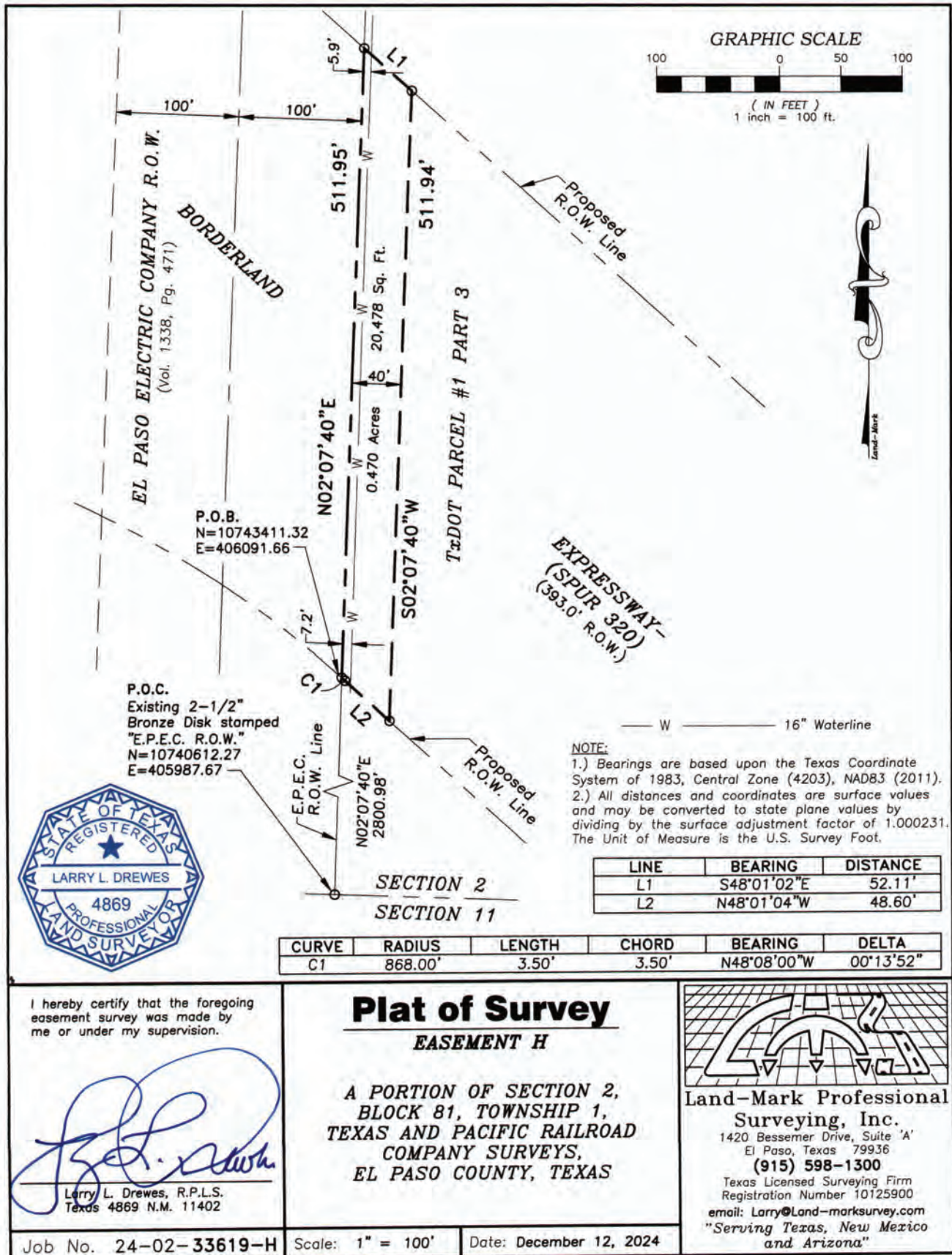
  
Larry L. Drewes, RPLS  
Texas License No. 4869  
Job Number 33619-G  
July 8, 2024



1420 Bessemer • El Paso, Texas 79936

Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: [Larry@Land-Marksurvey.com](mailto:Larry@Land-Marksurvey.com)









## Land - Mark Professional Surveying Inc.

"Serving Texas, New Mexico and Arizona"

### **METES AND BOUNDS DESCRIPTION** **EASEMENT "H"**

**A PORTION OF SECTION 2, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 2-1/2 inch Bronze Disk stamped "E.P.E.C. R.O.W." lying in the common section line of Sections 2 and 11, Block 81, Township 1, Texas and Pacific Railroad Company Surveys and lying in the easterly right-of-way line of El Paso Electric Company (E.P.E.C.), as recorded in Volume 1338, Page 471, Official Records of El Paso County, Texas; **THENCE**, North 02°07'40" East, with said easterly right-of-way line, a distance of 2800.98 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320) for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,743,411.32 feet and E=406,091.66 feet;

**THENCE**, North 02°07'40" East, with said easterly right-of-way line, a distance of 511.95 feet to a point lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

**THENCE**, South 48°01'02" East, with said proposed northeasterly right-of-way line, a distance of 52.11 feet to a point, for a corner of this parcel;

**THENCE**, South 02°07'40" West, a distance of 511.94 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

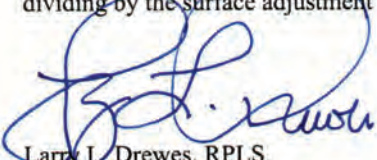
**THENCE**, North 48°01'04" West, with said proposed southwesterly right-of-way line, a distance of 48.60 feet to a point, for a corner of this parcel;

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

Said parcel contains 0.470 Acres (20,478 Square feet) more or less.

Notes:

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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



HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 665-02-007  
OWNER: El Paso Water Utilities, Public Service Board

### Property Description for Parcel 5

Being 11,936 square feet or 0.2740 acres of land, situated in the Texas and Pacific Railroad Company Survey, Abstract No. 2379, Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a 20 feet wide El Paso Water Utilities, Public Service Board (P.S.B.) right-of-way (no document found) as referenced in the Texas Highway Department Right of Way Map of Highway No. F.M. 2529 (Control 2326 Section 1 Job 2) dated August 7, 1959 and being more particularly described by metes and bounds as follows:

**COMMENCING**, at a railroad spike found for the common corner of Sections 1 and 12, Block 81, said Township 1, Texas and Pacific Railroad Company Surveys;

**THENCE**, North 87°01'34" West, with the common boundary of Sections 1 and 12, said Block 81 and the southerly boundary of said 20 feet wide P.S.B. right-of-way, a distance of 3,721.40 feet to a 5/8- inch iron rod with TxDOT aluminum cap found for the most easterly corner and **POINT OF BEGINNING** of the herein described parcel and end of Denial of Access Line, having coordinates of N=10,740,400.65 and E=410,082.25, located 175.00 feet left of proposed Spur 320 Baseline Station 725+25.13;

1. **THENCE**, North 87°01'34" West, with the common boundary of said Sections 1 and 12, said Block 80, and the southerly line of said P.S.B. right-of-way, a distance of 601.04 feet to a TxDOT Type II brass cap monument found on the southwesterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for a westerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.01 feet right of proposed Spur 320 Baseline Station 720+36.44;
2. **THENCE**, with said proposed southwesterly right-of-way and Denial of Access Line, said curve to the right, having a radius of 12,675.00 feet, an arc length of 33.28 feet, a central angle of 00 degrees 09 minutes 02 seconds, and a chord which bears North 50°13'26" West, a distance of 33.28 feet to a TxDOT Type II brass cap monument found on the common boundary of said P.S.B. right-of-way and the southerly boundary line of a 50.00 feet wide right-of-way conveyed to El Paso Electric Company (E.P.E.C.) by deed recorded in Volume 1338, Page 490, El Paso County Deed Records (E.P.C.D.R.), for the most westerly corner of the herein described parcel and end of said Denial of Access Line, located 175.01 feet right of proposed Spur 320 Baseline Station 720+03.62;

3. **THENCE**, South 87°01'07" East, with the common boundary of said P.S.B. and E.P.E.C. right-of-ways, a distance of 598.87 feet to a TxDOT Type II brass cap monument found on said northeasterly right-of-way line of the proposed Spur 320 and beginning of a curve to the left and for a northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 724+89.64;
4. **THENCE**, with said proposed northeasterly right-of-way and Denial of Access Line said curve to the left, having a radius of 12,325.00 feet, an arc length of 35.00 feet, a central angle of 00 degrees 09 minutes 46 seconds and a chord which bears South 52°27'27" East, a distance of 35.00 feet, to the **POINT OF BEGINNING** and containing 11,936 square feet or 0.2740 acres of land.

Note: Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)-West\_VRS\_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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

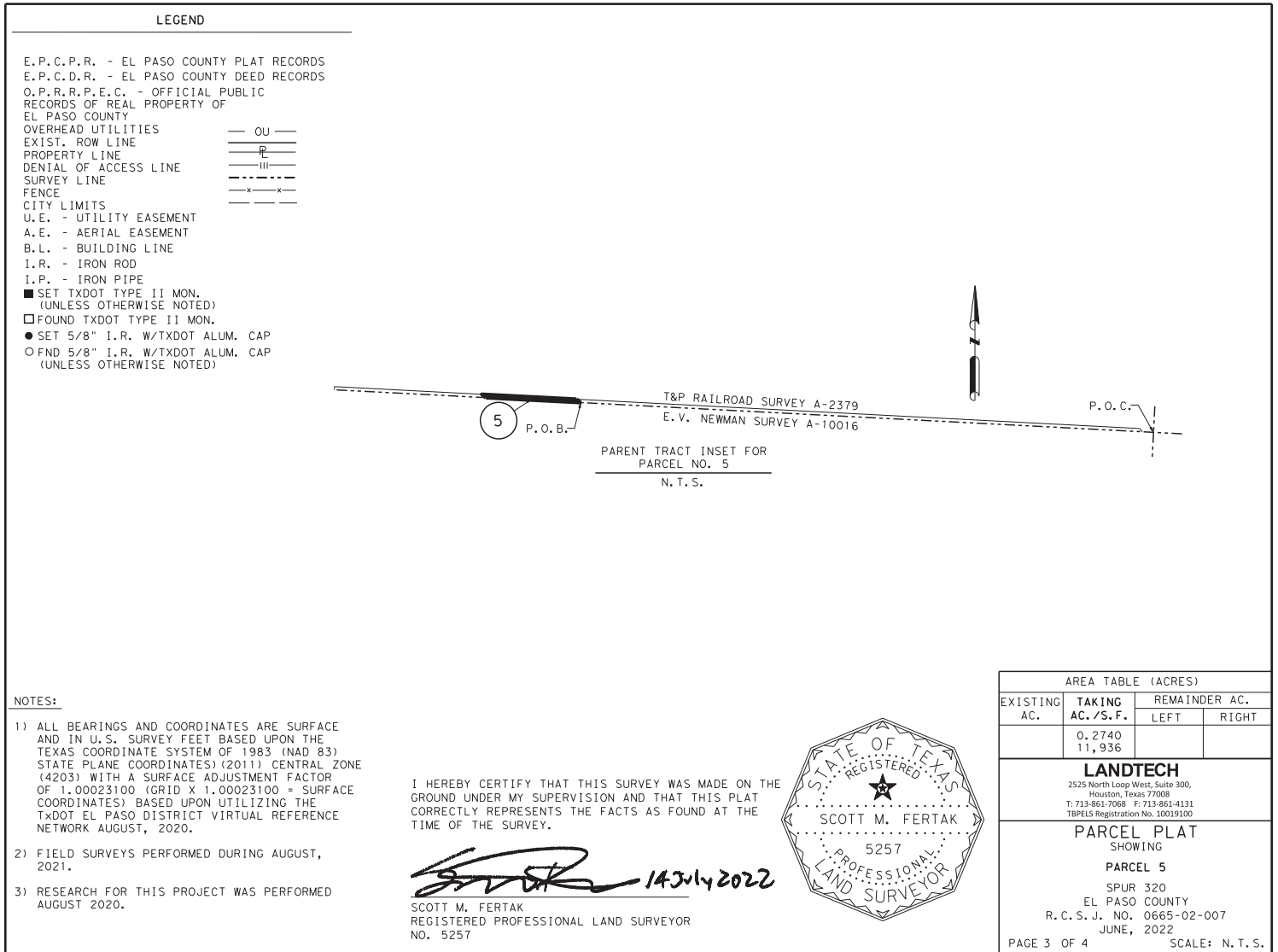


A handwritten signature in black ink, followed by the date "14 July 2022" written in a similar style.

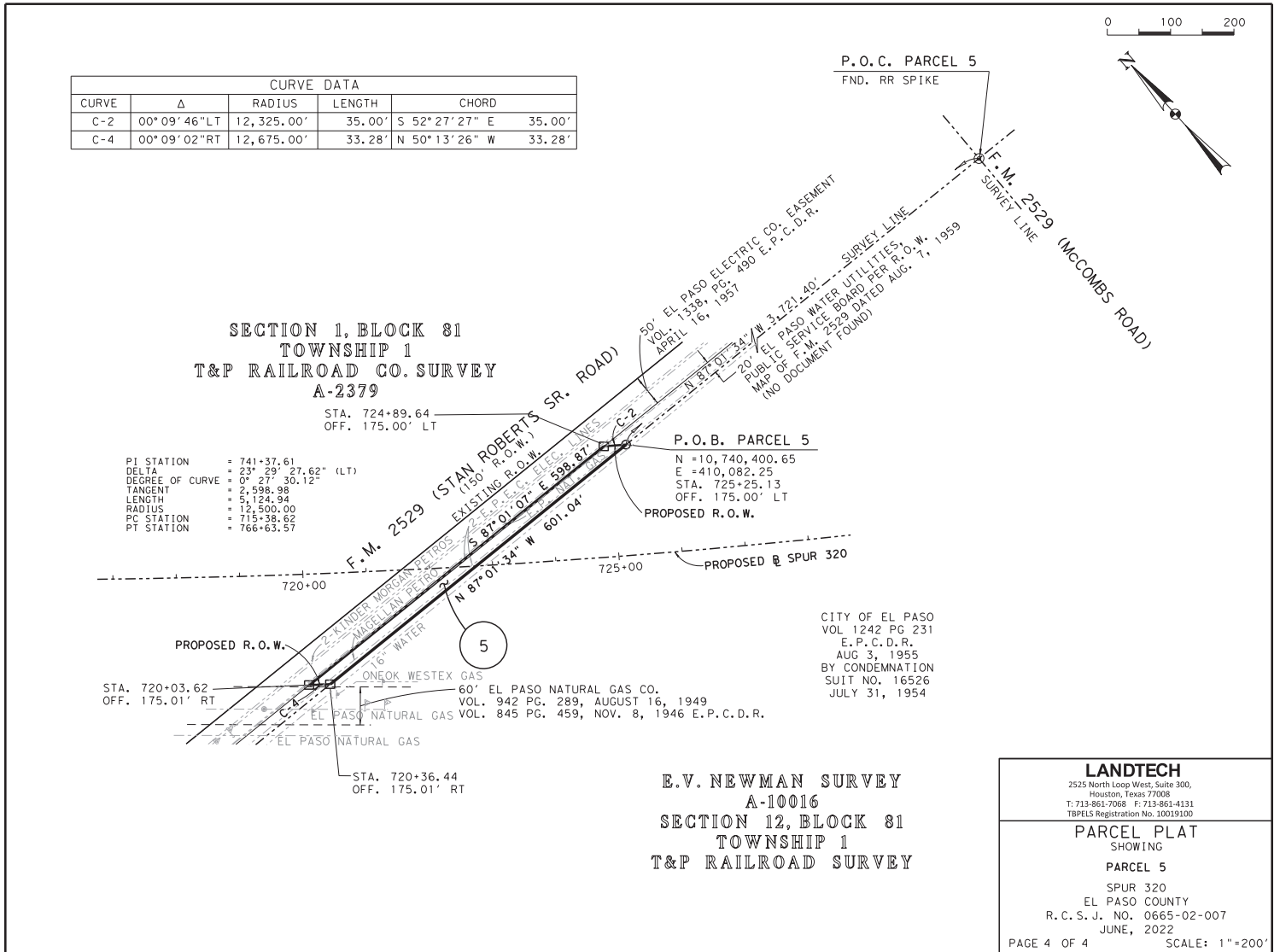
Scott M. Fertak  
Registered Professional Land Surveyor  
No. 5257



# Exhibit A



# Exhibit A



HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-007  
OWNER: The City of El Paso

### Property Description Parcel 6

Being 1,785,884 square feet or 40.9983 acres of land, situated in the E.V. Newman Survey, Abstract No. 10016, Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a called 3,200 acre tract of land conveyed to The City of El Paso by deed recorded in Volume 1242, Page 231, El Paso County Deed Records (E.P.C.D.R.) being more particularly described by metes and bounds as follows:

**COMMENCING**, at a railroad spike found for the common easterly corner of Sections 1 and 12, said Block 81, Township 1, Texas and Pacific Railroad Company Surveys, said spike lying on the southerly boundary of a 20.00 feet wide El Paso Water Utilities, Public Service Board (P.S.B.) right-of-way (no document found) as referenced in the Texas Highway Department Right of Way Map of F.M. 2529 (Control 2326, Section 1, Job 2) dated August 7, 1959;

**THENCE**, North 87°01'34" West, with the common boundary of Sections 1 and 12, said Block 81 and the southerly boundary of said 20 feet wide P.S.B. right-of-way, a distance of 3,721.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northeasterly right-of-way line of the proposed Spur 320, and beginning of a curve to the left and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,740,400.65 and E=410,082.25, located 175.00 feet left of proposed Spur 320 Baseline Station 725+25.13;

1. **THENCE**, with said proposed northeasterly right-of-way line and Denial of Access Line and said curve to the left, having a radius of 12,325.00 feet, an arc length of 837.69 feet, a central angle of 03 degrees 53 minutes 39 seconds, and a chord which bears South 54°29'10" East, a distance of 837.53 feet to a TxDOT Type II brass cap monument found, for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 733+74.72;
2. **THENCE**, North 32°33'14" East, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 260.96 feet to a TxDOT Type II brass cap monument found for a northerly corner of the herein described parcel, located 435.92 feet left of proposed Spur 320 Baseline Station 733+69.94;



3. **THENCE**, South  $57^{\circ}56'02''$  East, continuing with said proposed the northeasterly right-of-way line and Denial of Access Line of said proposed Spur 320, a distance of 275.03 feet to a TxDOT Type II brass cap monument found for a northerly corner of the herein described parcel, located 440.09 feet left of proposed Spur 320 Baseline Station 736+54.92;
4. **THENCE**, South  $32^{\circ}42'11''$  West, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 265.10 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 736+52.95;
5. **THENCE**, continuing with said proposed northeasterly right-of-way line and Denial of Access Line and said curve to the left, having a radius of 12,325.00 feet, an arc length of 2,078.16 feet, a central angle of 09 degrees 39 minutes 39 seconds, and a chord which bears South  $62^{\circ}32'20''$  East, a distance of 2,075.70 feet to a TxDOT Type II brass cap monument found, for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 757+60.62;
6. **THENCE**, South  $81^{\circ}47'17''$  East, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 523.88 feet to a TxDOT Type II brass cap monument found for a northerly corner of the herein described parcel, located 294.90 feet left of proposed Spur 320 Baseline Station 762+80.41;
7. **THENCE**, South  $76^{\circ}20'19''$  East, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 321.50 feet to a TxDOT Type II brass cap monument found on the west right-of-way of F.M. 2529, a 150.00 feet wide right-of-way as described by deed recorded in Volume 1410, Page 576, E.P.C.D.R., and end of said Denial of Access Line and a northerly corner of the herein described parcel, located 327.59 feet left of proposed Spur 320 Baseline Station 766+08.42;
8. **THENCE**, South  $02^{\circ}04'27''$  West, with the west right-of-way of said State Highway F.M. 2529 a distance of 651.38 feet to a TxDOT Type II brass cap monument found on the southwesterly right-of-way line of the proposed Spur 320 and beginning of a Denial of Access Line, for the most southerly corner of the herein described parcel, located 297.12 feet right of proposed Spur 320 Baseline Station 767+93.97;
9. **THENCE**, North  $78^{\circ}52'14''$  West, with said proposed southwesterly right-of-way line and Denial of Access Line, a distance of 90.08 feet to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 308.66 feet right of proposed Spur 320 Baseline Station 767+04.63;

10. **THENCE**, North 08°08'37" East, with said proposed southwesterly right-of-way line and Denial of Access Line, a distance of 8.08 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right and a southwesterly corner of the herein described parcel, located 300.71 feet right of proposed Spur 320 Baseline Station 767+03.18;
11. **THENCE**, continuing with said proposed southwesterly right-of-way line and Denial of Access Line and said curve to the right, having a radius of 2,072.00 feet, an arc length of 455.38 feet, a central angle of 12 degrees 35 minutes 33 seconds, and a chord which bears North 65°40'46" West, a distance of 454.47 feet to a TxDOT Type II brass cap monument found, a southerly corner of the herein described parcel, located 261.23 feet right of proposed Spur 320 Baseline Station 762+59.44;
12. **THENCE**, North 59°22'30" West, with said proposed southwesterly right-of-way line and Denial of Access Line, a distance of 352.49 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and a southerly corner of the herein described parcel, located 203.05 feet right of proposed Spur 320 Baseline Station 759+18.11;
13. **THENCE**, continuing with said proposed southwesterly right-of-way and Denial of Access Line and said curve to the left, having a radius of 3,000.00 feet, an arc length of 369.36 feet, a central angle of 07 degrees 03 minutes 16 seconds, and a chord which bears North 62°54'07" West, a distance of 369.13 feet to a TxDOT Type II brass cap monument found, for the beginning of a curve to the right for a southerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 755+55.52;
14. **THENCE**, continuing with said proposed southwesterly right-of-way and Denial of Access Line and said curve to the right, having a radius of 12,675.00 feet, an arc length of 3,568.35 feet, a central angle of 16 degrees 07 minutes 49 seconds, and a chord which bears North 58°21'51" West, a distance of 3,556.58 feet to a TxDOT Type II brass cap monument found on the common boundary of said 20 feet wide P.S.B. right-of-way and the aforesaid common boundary section line, for the end of said Denial of Access Line, and the most westerly corner of the herein described parcel, located 175.01 feet right of proposed Spur 320 Baseline Station 720+36.44;

15. **THENCE**, South 87°01'34" East, with the common boundary of said Sections 1 and 12, said Block 81, said 20 feet wide P.S.B. right-of- way, a distance of 601.04 feet to the **POINT OF BEGINNING** and containing 1,785,884 square feet or 40.9983 acres of land.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

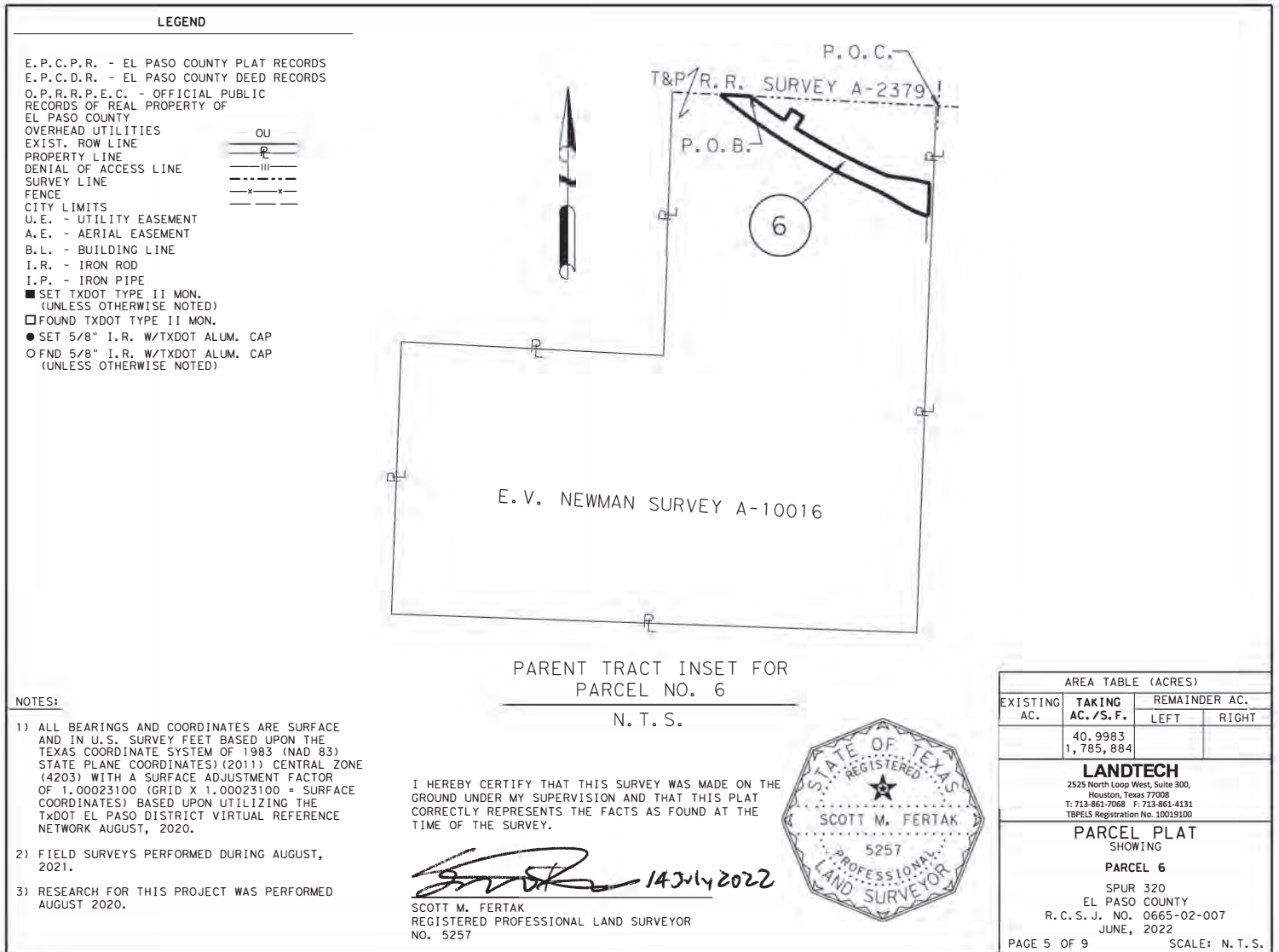
Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)-West\_VRS\_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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

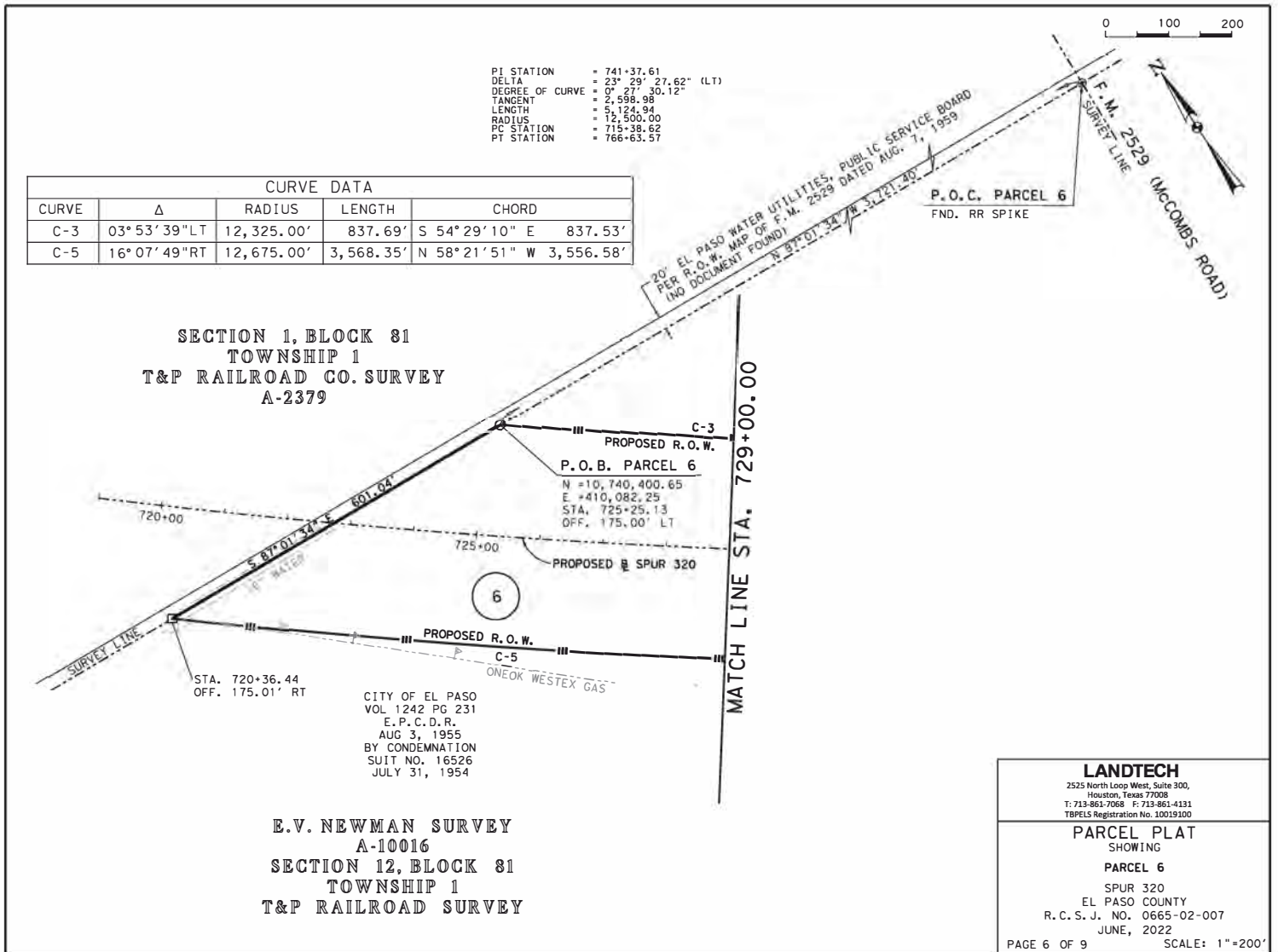
 14 July 2022

Scott M. Fertak  
Registered Professional Land Surveyor  
No. 5257

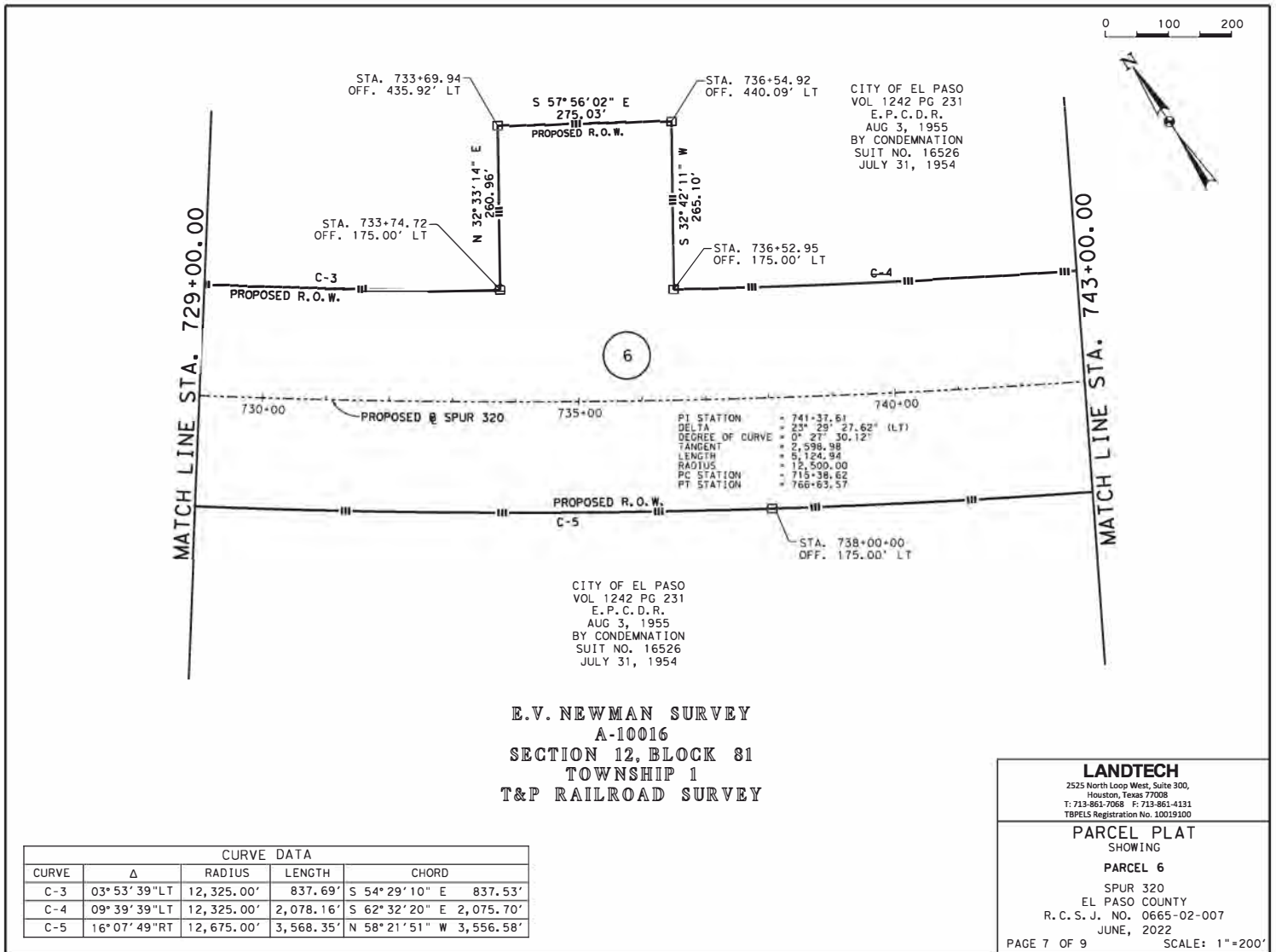
# Exhibit A



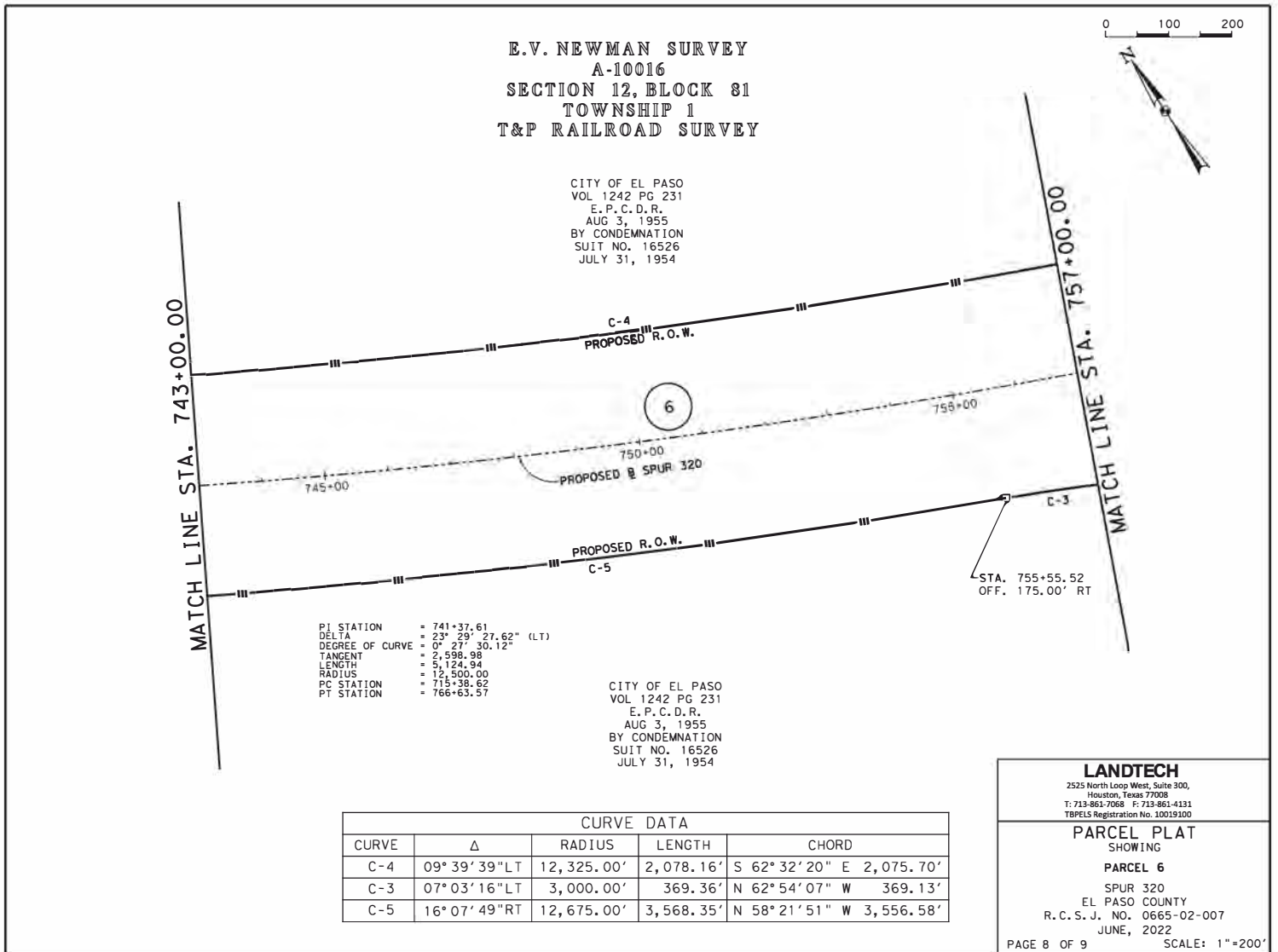
# Exhibit A



# Exhibit A



# Exhibit A



## Exhibit A

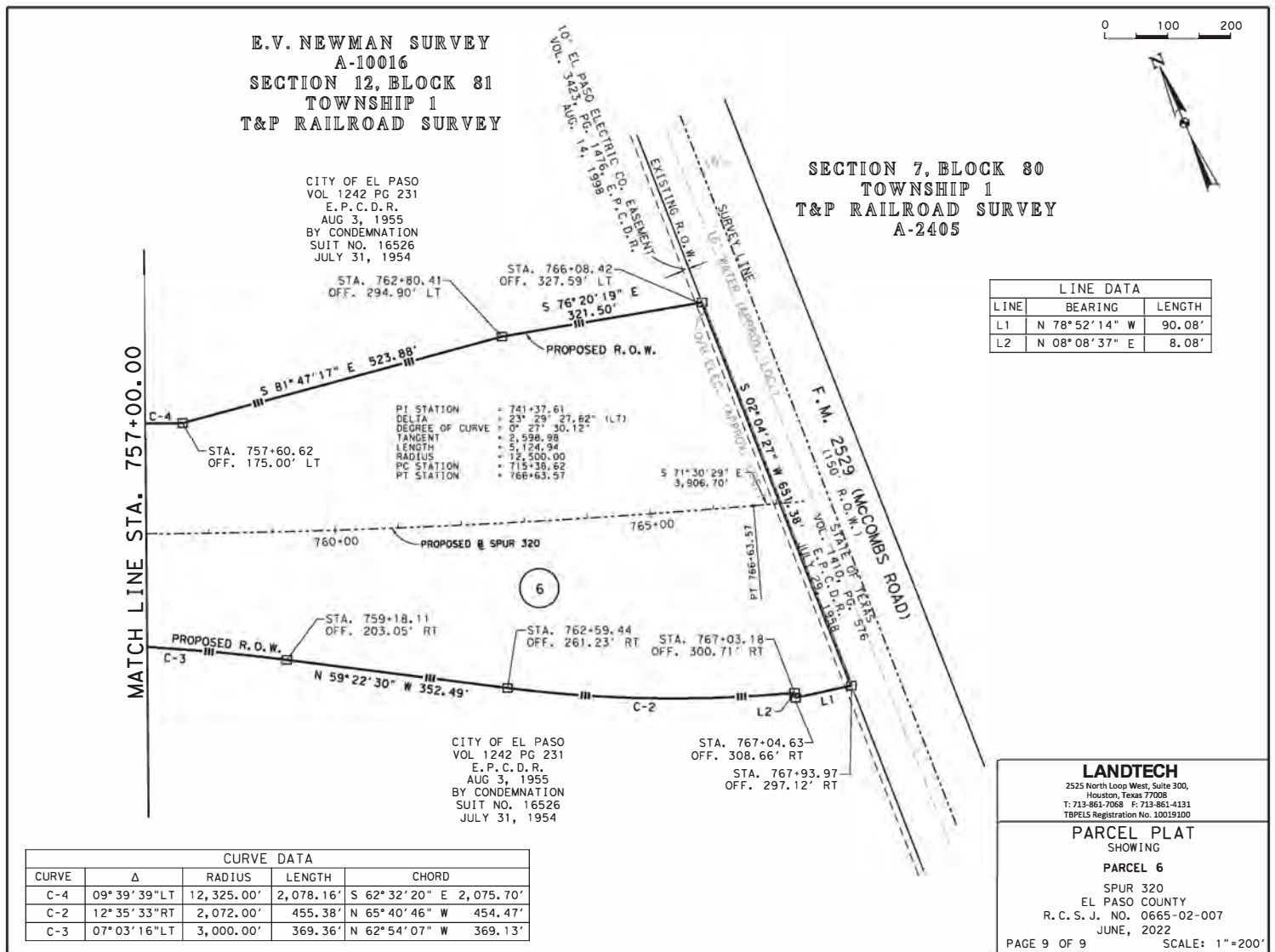




Exhibit A

SAVE AND EXCEPT from the preceding Property Description of Parcel 6 (P00066030), a reservation of an easement for water and wastewater purposes as set forth hereinafter as Easement E.







## ***Land-Mark Professional Surveying, Inc.***

*"Serving Texas, New Mexico & Arizona"*

### **METES AND BOUNDS DESCRIPTION** **EASEMENT "E"**

**A PORTION OF SECTION 12, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 5/8-inch rebar lying at the northeast corner of Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, North  $87^{\circ}01'34''$  West, with the northerly section line of said Section 12, a distance of 3721.40 feet to a point the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,740,400.65 feet and E=410,082.25 feet;

**THENCE**, southeasterly with the arc of a curve to the left and with said proposed northeasterly right-of-way line, a distance of 30.00 feet to a point, for a corner of this parcel; Said curve having a radius of 12325.00 feet, a central angle of  $00^{\circ}08'22''$ , and a chord which bears South  $52^{\circ}36'31''$  East, a distance of 30.00 feet;

**THENCE**, South  $37^{\circ}27'40''$  West, a distance of 350.00 feet to a point the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

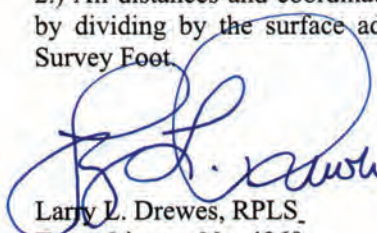
**THENCE**, northwesterly with the arc of a curve to the right and with said proposed southwesterly right-of-way line, a distance of 30.00 feet to a point, for a corner of this parcel; Said curve having a radius of 12675.00 feet, a central angle of  $00^{\circ}08'08''$ , and a chord which bears North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

**THENCE**, North  $37^{\circ}27'40''$  East, a distance of 350.00 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.241 Acres (10,500 Square feet) more or less.

Notes:

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

  
Larry L. Drewes, RPLS  
Texas License No. 4869  
Job Number 33619-E  
September 23, 2024



HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-007  
OWNER: The City of El Paso

### Property Description for Parcel 7

Being a total of 2,042,272 square feet or 46.8841 acres of land, situated in the Texas and Pacific Railroad Company Survey Abstract No. 2405, Section 7, Block 80, Township 1 and the J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land conveyed to The City of El Paso by deed recorded in Volume 1186, Page 178, El Paso County Deed Records (E.P.C.D.R.) and being more particularly described by metes and bounds in three (3) parts as follows:

#### Part 1:

Being 1,668,862 square feet or 38.3118 acres of land, situated in said Texas and Pacific Railroad Company Survey, Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

**COMMENCING** at a railroad spike found for the common westerly corner of Sections 6 and 7, Block 80, said Township 1, Texas and Pacific Railroad Company Surveys,

**THENCE**, South 87°05'06" East, with the common boundary of Sections 6 and 7, said Block 80, a distance of 74.55 feet to a point on the easterly right-of-way line of F.M. 2529 (a.k.a. McCombs Road) a 150.00 feet wide right-of-way as described by deed recorded in Volume 1410, Page 576, E.P.C.D.R.;

**THENCE**, South 02°04'27" West, with said easterly right-of-way of F.M. 2529, a distance of 1,606.38 feet to a TxDOT Type II brass cap monument found on the proposed northerly right-of-way line of Spur 320 and beginning of a curve to the right for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,738,598.46 and E=413,814.95, located 319.09 feet left of proposed Spur 320 Baseline Station 767+68.78;

1. **THENCE**, with said proposed northerly right-of-way and Denial of Access Line, said curve to the right, having a radius of 2,073.00 feet, an arc length of 349.94 feet, a central angle of 09 degrees 40 minutes 20 seconds, and a chord which bears South 64°23'56" East, a distance of 349.53 feet to a TxDOT Type II brass cap monument found at the end of said curve, for a northerly corner of the herein described parcel, located 275.83 feet left of proposed Spur 320 Baseline Station 771+15.62;

2. **THENCE**, South 59°33'46" East, continuing with said proposed northerly right-of-way and Denial of Access Line, a distance of 338.18 feet to a TxDOT Type II monument found for the beginning of a curve to the left and a northerly corner of the herein described parcel, located 205.83 feet left of proposed Spur 320 Baseline Station 774+46.49;
3. **THENCE**, continuing with said proposed northerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 1,927.00 feet, an arc length of 267.22 feet, a central angle of 07 degrees 56 minutes 43 seconds, and a chord which bears South 63°32'08" East, a distance of 267.01 feet to a TxDOT Type II brass cap monument found, for a northerly corner of the herein described parcel, located 168.80 feet left of proposed Spur 320 Baseline Station 777+10.91;
4. **THENCE**, South 72°09'03" East, continuing with said proposed northerly right-of-way and said Denial of Access Line, a distance of 552.55 feet to a TxDOT Type II monument found for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 782+63.42;
5. **THENCE**, South 71°30'30" East, continuing with said proposed northerly right-of-way and Denial of Access Line, a distance of 475.13 feet to a TxDOT Type II monument found for a northerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 787+38.55;
6. **THENCE**, South 71°30'29" East, continuing with said proposed northerly right-of-way and Denial of Access Line, a distance of 1,831.72 feet to a TxDOT Type II monument found for a northerly corner and beginning of a curve to the right of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 805+70.27;
7. **THENCE**, continuing with said proposed northerly right-of-way and Denial of Access Line said curve to the right, having a radius of 6,175.00 feet, an arc length of 290.29 feet, a central angle of 02 degrees 41 minutes 37 seconds, and a chord which bears South 70°09'41" East, a distance of 290.26 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R. and a tract of land conveyed to The City of El Paso (for the El Paso Water Utilities Public Service Board) by Document No. 20030066805 recorded in the Official Public Record of Real Property El Paso County (O.P.R.R.P.E.P.C.) for the end of said curve and end of Denial of Access Line and a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 808+52.34;
8. **THENCE**, South 02°03'41" West, with the common boundary of said City of El Paso tracts, a distance of 371.85 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the proposed southerly right-of-way line and beginning of a Denial of Access Line of said proposed Spur 320, for the most southerly corner and beginning of a curve to the left of the herein described parcel, located 175.05 feet right of proposed Spur 320 Baseline Station 809+77.83;



9. **THENCE**, with the proposed southerly right-of-way and Denial of Access Line and curve to the left, having a radius of 5,825.00 feet, an arc length of 395.67 feet, a central angle of 03 degrees 53 minutes 31 seconds, and a chord which bears North 69°33'46" West, a distance of 395.59 feet to a TxDOT Type II brass cap monument found for and a southerly corner of the herein described parcel, located 175.05 feet right of proposed Spur 320 Baseline Station 805+70.27;

10. **THENCE**, North 71°30'23" West, with said proposed southerly right-of-way and Denial of Access Line, a distance of 1,831.72 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 787+38.55;

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

11. **THENCE**, South 18°29'31" West, a distance of 5.54 feet, located 180.54 feet right of proposed Spur 320 Baseline Station 787+38.55;

12. **THENCE**, North 71°30'29" West, a distance of 78.67 feet, located 180.54 feet right of proposed Spur 320 Baseline Station 786+59.88;

13. **THENCE**, North 18°29'31" East, a distance of 5.54 feet, located 175.00 feet right of proposed Spur 320 Baseline Station 786+59.88;

14. **THENCE**, North 71°30'29" West, a distance of 50.77 feet, located 175.00 feet right of proposed Spur 320 Baseline Station 786+09.11;

15. **THENCE**, South 19°22'28" West, a distance of 288.38 feet, located 463.34 feet right of proposed Spur 320 Baseline Station 786+04.66;

16. **THENCE**, North 71°02'57" West, a distance of 274.32 feet, located 461.15 feet right of proposed Spur 320 Baseline Station 783+30.35;

17. **THENCE**, North 19°13'18" East, a distance of 260.68 feet, located 200.49 feet right of proposed Spur 320 Baseline Station 783+33.67;

18. **THENCE**, North 79°00'54" West, a distance of 11.55 feet, located 202.00 feet right of proposed Spur 320 Baseline Station 783+22.23;

19. **THENCE**, South 10°59'23" West, a distance of 8.84 feet, located 210.76 feet right of proposed Spur 320 Baseline Station 783+23.38;

20. **THENCE**, North 76°38'23" West, a distance of 60.24 feet, located 216.15 feet right of proposed Spur 320 Baseline Station 782+63.38;

21. **THENCE**, North 14°22'44" East, a distance of 6.76 feet, located 209.40 feet right of proposed Spur 320 Baseline Station 782+62.90;
22. **THENCE**, North 75°37'15" West, a distance of 576.17 feet, located 250.72 feet right of proposed Spur 320 Baseline Station 776+88.20;
23. **THENCE**, North 75°10'50" West, a distance of 160.13 feet, located 260.98 feet right of proposed Spur 320 Baseline Station 775+28.40;
24. **THENCE**, South 14°49'04" West, a distance of 6.59 feet, located 267.56 feet right of proposed Spur 320 Baseline Station 775+28.83;
25. **THENCE**, North 75°30'31" West, a distance of 55.64 feet, located 271.44 feet right of proposed Spur 320 Baseline Station 774+73.32;
26. **THENCE**, North 14°49'16" East, a distance of 6.91 feet, located 264.55 feet right of proposed Spur 320 Baseline Station 774+72.88;
27. **THENCE**, North 75°10'25" West, a distance of 160.57 feet, located 274.81 feet right of proposed Spur 320 Baseline Station 773+12.64;
28. **THENCE**, North 73°28'42" West, continuing with said proposed southerly right-of-way and Denial of Access Line, a distance of 365.38 feet to a TxDOT Type II brass cap monument found on the easterly right-of-way line of said F.M. 2529, for a southerly corner of the herein described parcel, located 287.37 feet right of proposed Spur 320 Baseline Station 769+47.48;
29. **THENCE**, North 02°04'27" East, with said easterly right-of-way of said F.M. 2529, a distance of 632.24 feet to the **POINT OF BEGINNING** and containing 1,668,862 square feet or 38.3118 acres of land.

**Part 2:**

Being 181,465 square feet or 4.1659 acres of land situated in said J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

**COMMENCING**, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common southerly corner of Sections 7 and 8, said Block 80, Township 1, Texas and Pacific Railroad Company Surveys, same being an interior corner of a tract of land, conveyed to The City of El Paso (for the El Paso Water Utilities Public Service Board) in Document No. 20030066805 of the Official Public Record of Real Property El Paso County (O.P.R.R.P.E.P.C.);

**THENCE**, North 02°04'15" East, with the common boundary of Sections 7 and 8, said Block 80, at a distance of 1322.25 feet pass the common corner of said 432.88 acre City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., continuing for a total distance of 1,418.43 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of- way line of the proposed Spur 320 and end of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and end of a Denial of Access Line, having coordinates of N=10,736,044.05 and E=418,931.93, located 175.03 feet right of proposed Spur 320 Baseline Station 825+21.92;

1. **THENCE**, North 02°04'15" East, with the common boundary of Sections 7 and 8, said Block 80 and the common boundary of said City of El Paso tracts, a distance of 421.81 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of- way of said proposed Spur 320, at the beginning of a curve to the right for the most northerly corner herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 822+86.44;
2. **THENCE**, with said proposed northerly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 865.06 feet, a central angle of 08 degrees 01 minutes 36 seconds, and a chord which bears South 51°06'24" East, a distance of 864.35 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso tracts for the most easterly corner of the herein described parcel and the end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 831+26.98;
3. **THENCE**, North 87°55'30" West, with the common boundary of the aforesaid City of El Paso tracts a distance of 558.86 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the beginning point of a curve to the left and a southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.03 feet right of proposed Spur 320 Baseline Station 826+91.04;
4. **THENCE**, with the proposed southerly right-of-way and Denial of Access Line and said curve to the left, having a radius of 5,825.00 feet, an arc length of 164.19 feet, a central angle of 01 degrees 36 minutes 54 seconds, and a chord which bears North 52°03'52" West, a distance of 164.18 feet to the **POINT OF BEGINNING** and containing 181,465 square feet or 4.1659 acres of land.

### Part 3:

Being 191,945 square feet or 4.4064 acres of land, situated in said J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;



**COMMENCING**, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common westerly corner of Sections 8 and 17, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being an interior corner of a tract of land conveyed to the City of El Paso (for the El Paso Water Utilities Public Service Board) in Document No. 20030066805 of the Official Property Records of Real Property El Paso County (O.P.R.R.P.E.P.C.);

**THENCE**, South 86°49'00" East, with the common boundary of Sections 8 and 17, said Block 80, at a distance of 1,321.23 feet pass the common corner of said City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., continuing with the common boundary of said City of El Paso tracts, for a total distance of 1,439.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and beginning of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,734,546.62 and E=420,317.84, located 175.01 feet right of proposed Spur 320 Baseline Station 846+34.48;

1. **THENCE**, with the proposed southerly right-of-way and Denial of Access Line and said curve to the left, having a radius of 5,825.00 feet, an arc length of 197.51 feet, a central angle of 01 degrees 56 minutes 34 seconds, and a chord which bears North 33°40'11" West, a distance of 197.50 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso tracts for the end of said curve and a southerly corner of the herein described parcel and end of said Denial of Access Line, located 175.01 feet right of proposed Spur 320 Baseline Station 844+31.04;
2. **THENCE**, North 03°04'45" East, with the common boundary of said City of El Paso tracts, a distance of 547.27 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for the most northerly corner herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 840+10.06;
3. **THENCE**, with said proposed northerly right-of-way, Denial of Access Line and said curve to the right, having a radius of 6,175.00 feet, an arc length of 892.24 feet, a central angle of 08 degrees 16 minutes 44 seconds, and a chord which bears South 34°31'16" East, a distance of 891.46 feet to a 5/8-inch iron rod found on the common boundary of Sections 8 and 17, said Block 80 and City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., for the end of said curve and the most easterly corner of the herein described parcel and the end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 848+77.01;

4. **THENCE**, North 86°49'00" West, with the common boundary of Sections 8 and 17, said Block 80 and the common boundary of the aforesaid City of El Paso tracts, a distance of 425.76 feet to the **POINT OF BEGINNING** and containing 191,945 square feet or 4.4064 acres of land and containing a combined 2,042,272 square feet or 46.8841 acres of land within Parts 1, 2 & 3.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)-West\_VRS\_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

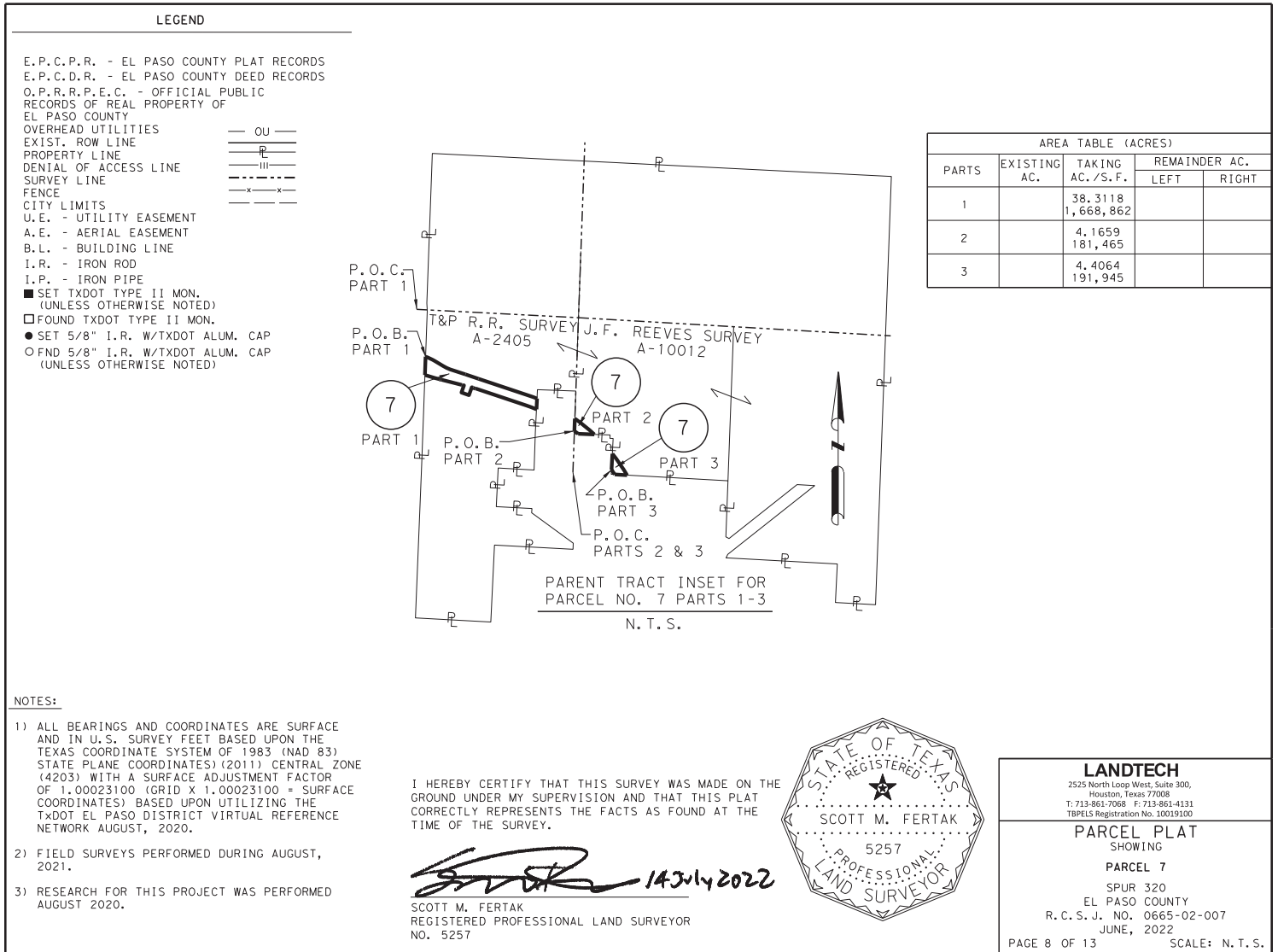
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



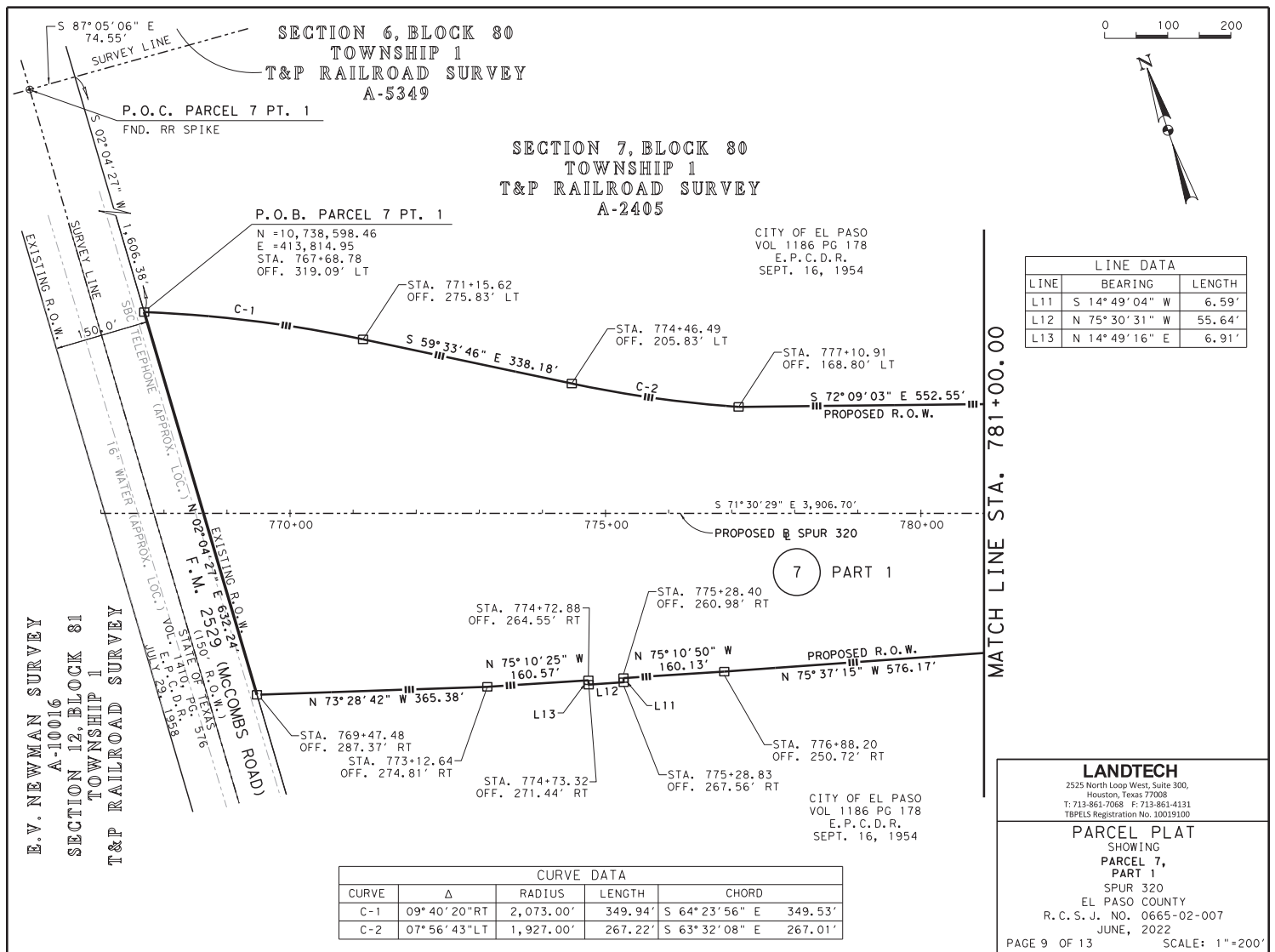
A handwritten signature in black ink, which appears to read "Scott M. Fertak", followed by the date "14 July 2022".

Scott M. Fertak  
Registered Professional Land Surveyor  
No. 5257

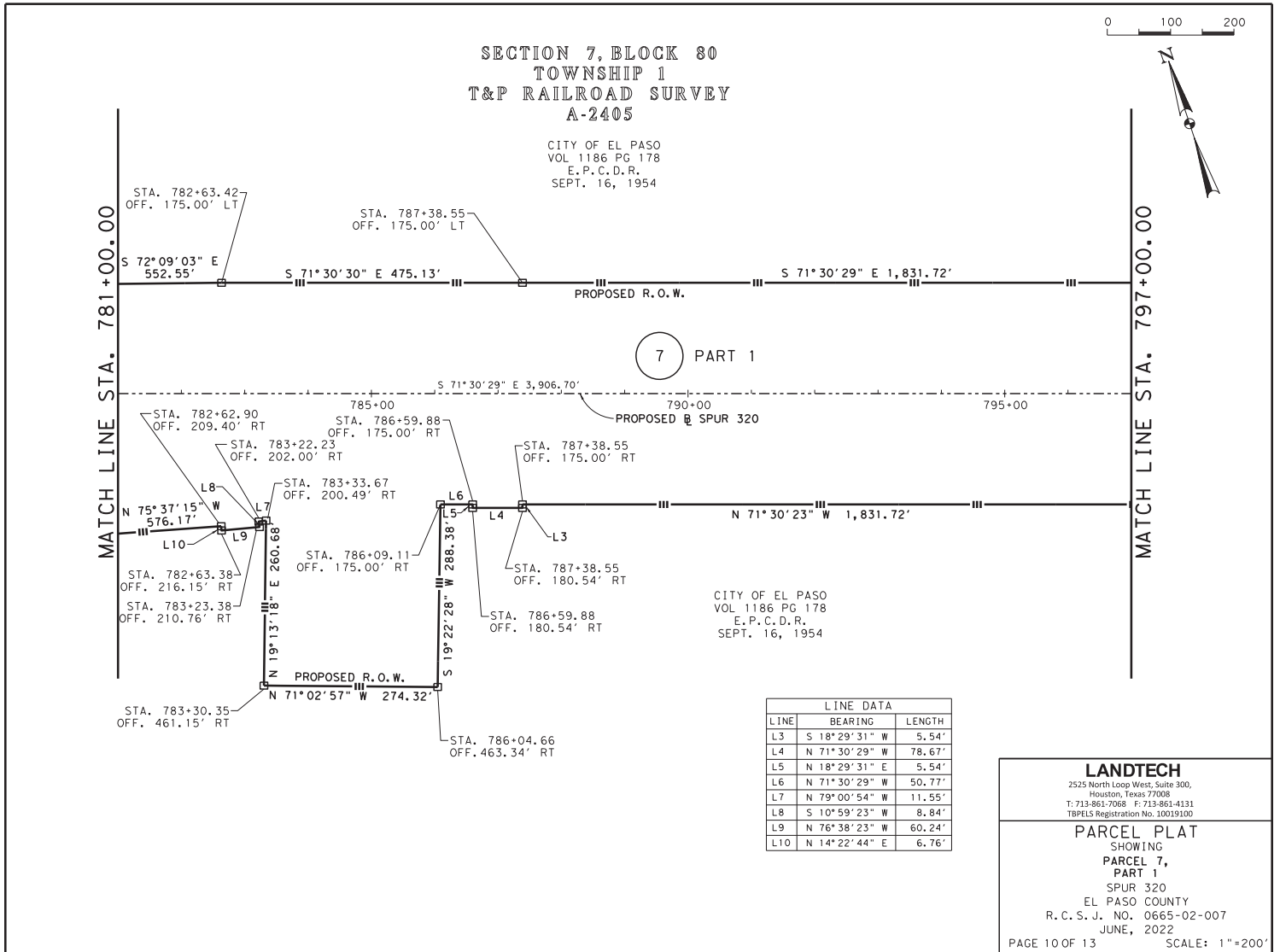
# Exhibit A



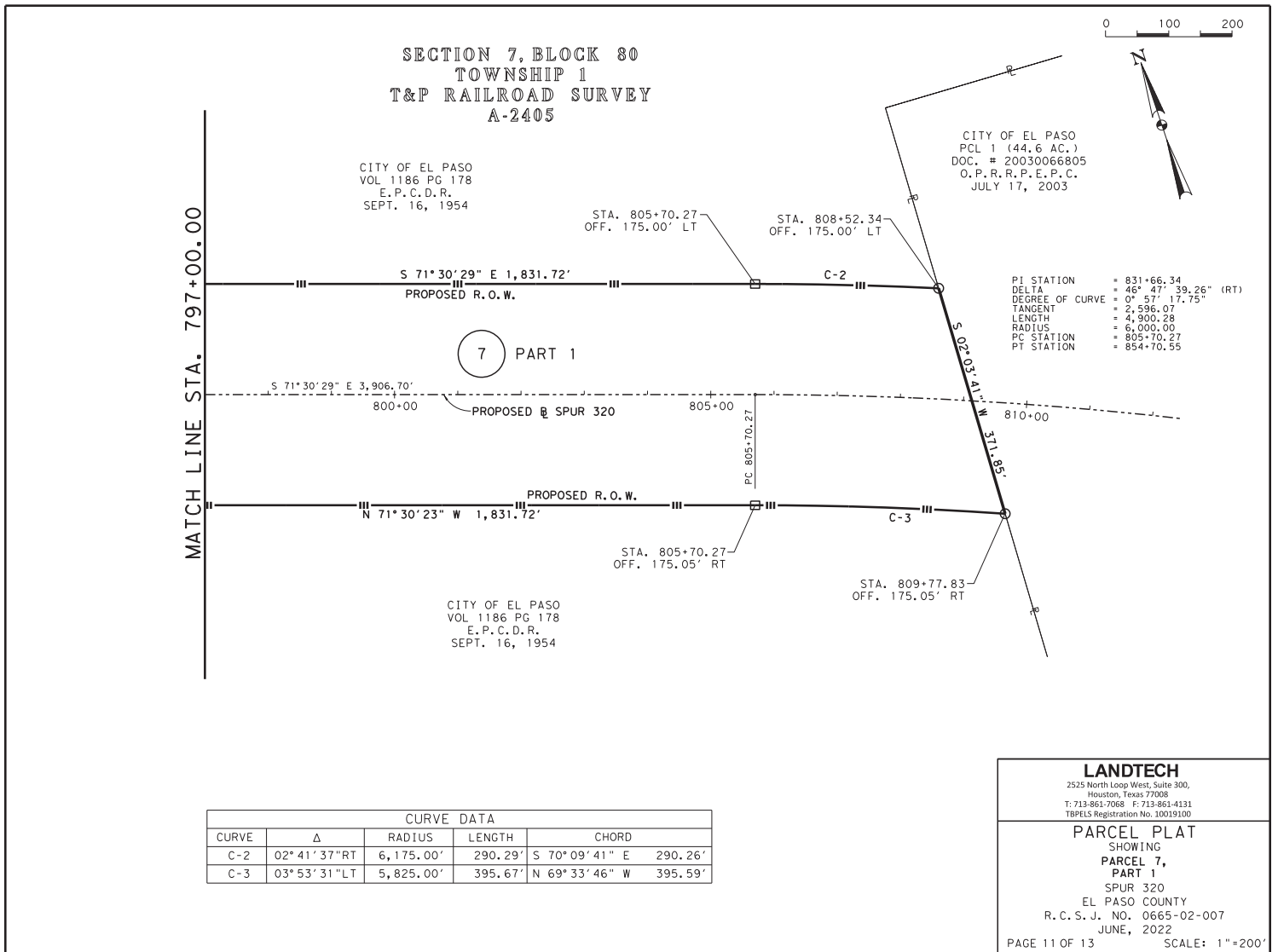
## Exhibit A



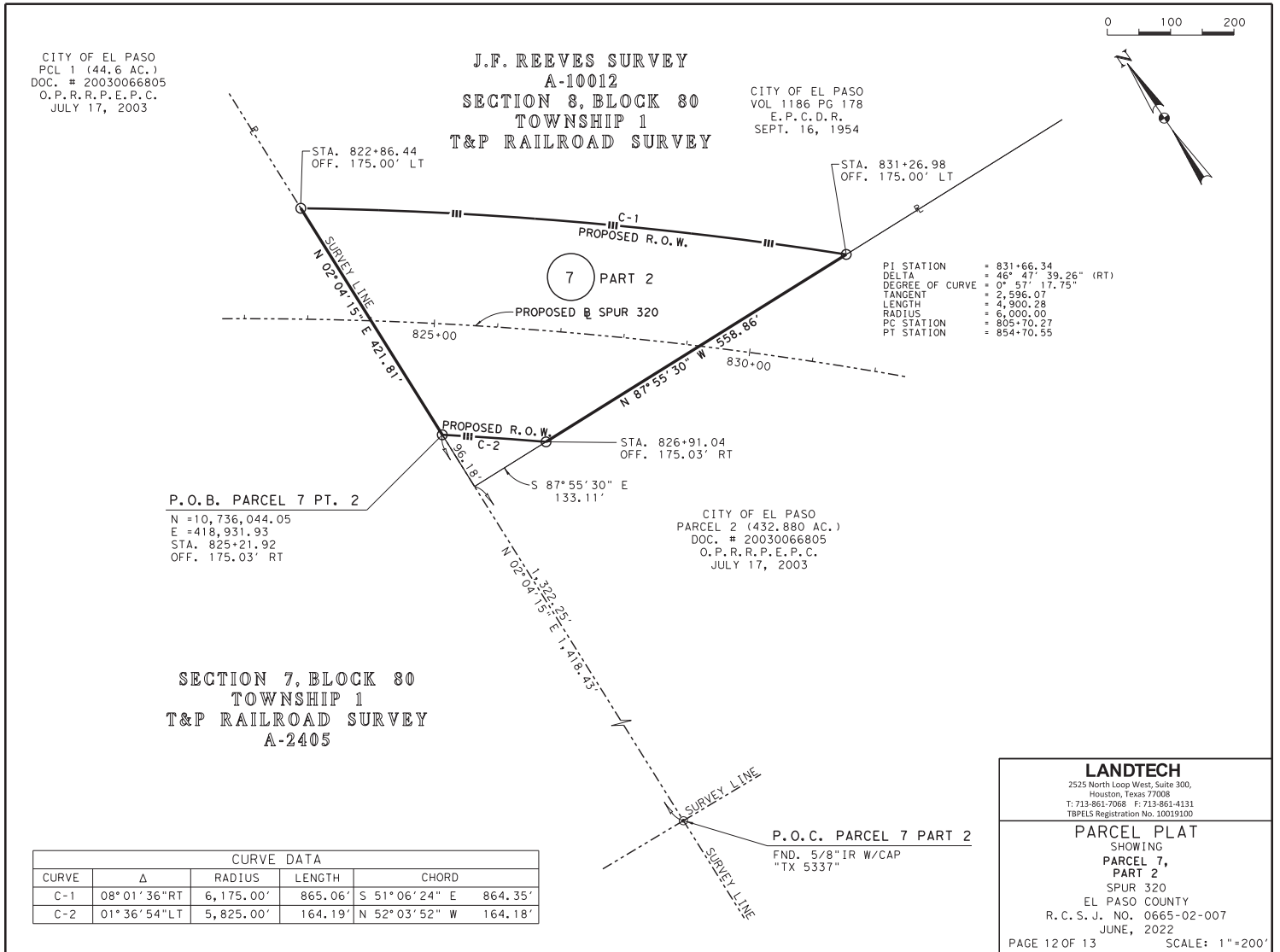
# Exhibit A



# Exhibit A



# Exhibit A



# Exhibit A

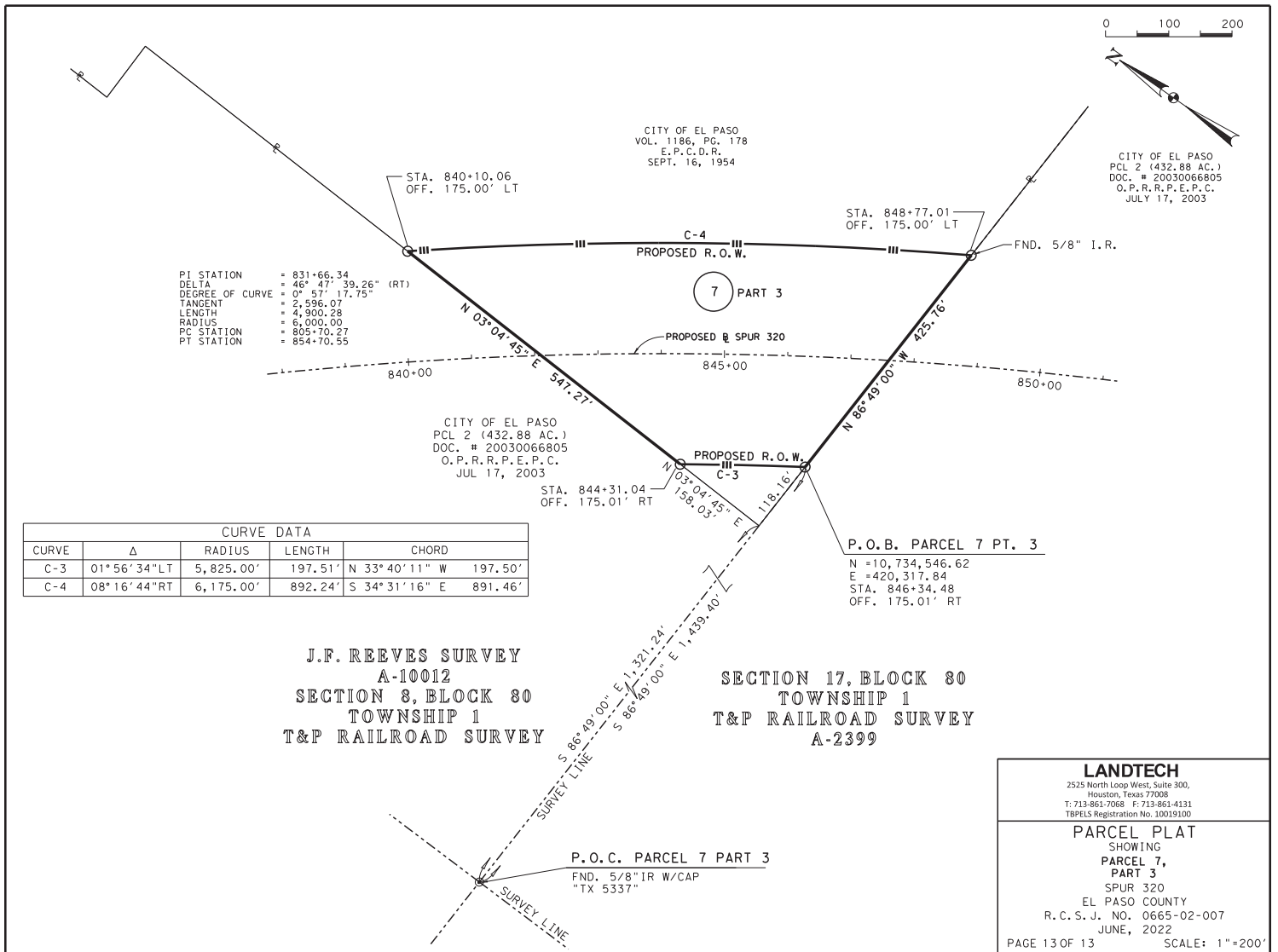
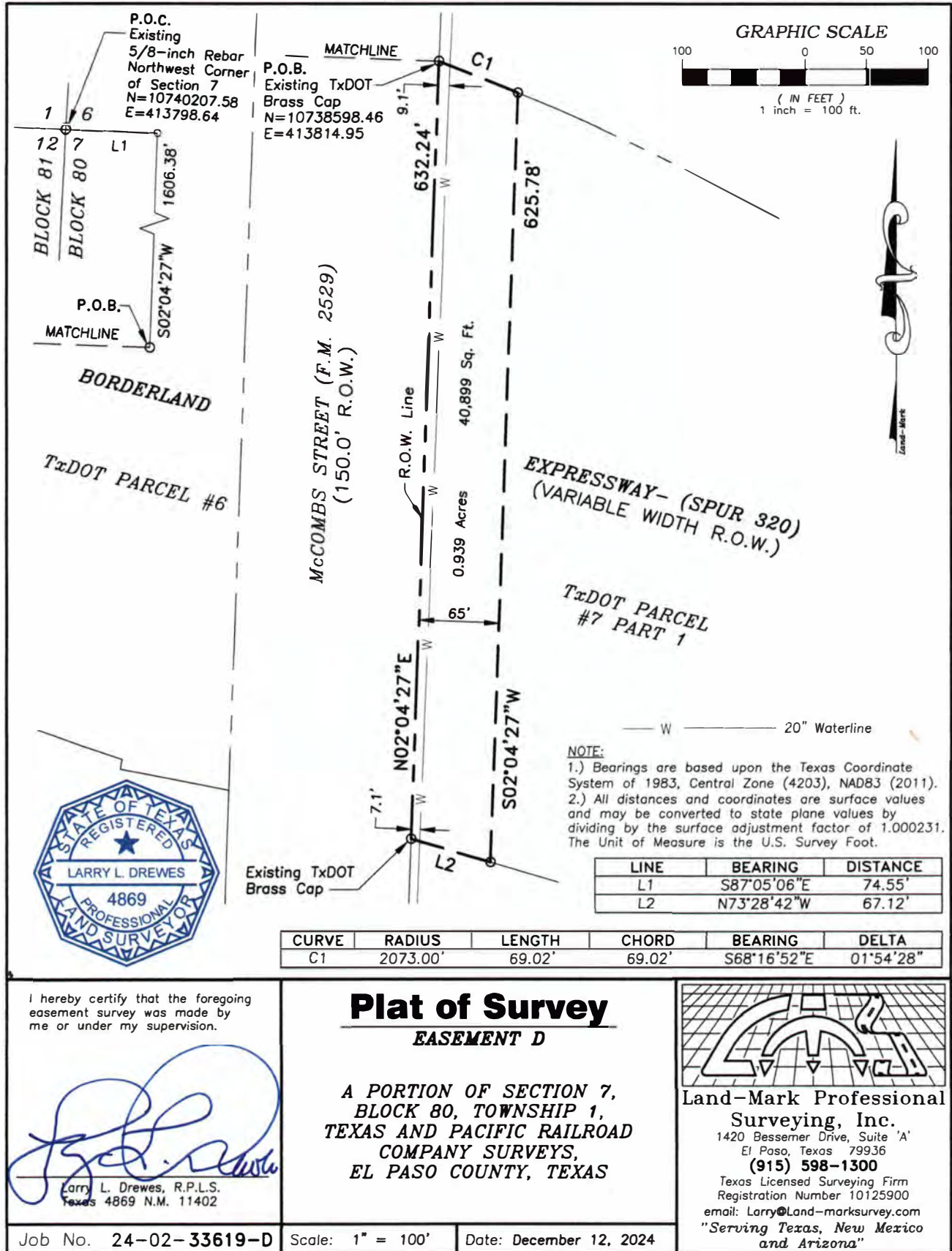




Exhibit A

SAVE AND EXCEPT from the preceding Property Description of Parcel 7 (P00066031), a reservation of an easement for water and wastewater purposes as set forth hereinafter as Easement D.

# Exhibit A





## ***Land-Mark Professional Surveying, Inc.***

*"Serving Texas, New Mexico & Arizona"*

### **METES AND BOUNDS DESCRIPTION** **EASEMENT "D"**

**A PORTION OF SECTION 7, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at the northwest corner of Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South 87°05'06" East, with the northerly section line of said Section 7, a distance of 74.55 feet to a point lying in the easterly right-of-way line of McCombs Street (F.M. 2529); **THENCE**, South 02°04'27" West, with said easterly right-of-way line, a distance of 1606.38 feet to an existing TxDOT brass cap lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320) for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,738,598.46 feet and E=413,814.95 feet;

**THENCE**, southeasterly with the arc of a curve to the right and with said proposed northeasterly right-of-way line, a distance of 69.02 feet to a point, for a corner of this parcel; Said curve having a radius of 2073.00 feet, a central angle of 01°54'28", and a chord which bears South 68°16'52" East, a distance of 69.02 feet;

**THENCE**, South 02°04'27" West, a distance of 625.78 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

**THENCE**, North 73°28'42" West, with said proposed southwesterly right-of-way line, a distance of 67.12 feet to an existing TxDOT brass cap lying in said easterly right-of-way line of McCombs Street, for a corner of this parcel;

**THENCE**, North 02°04'27" East, with said easterly right-of-way line, a distance of 632.24 feet to the **POINT OF BEGINNING**;

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

Notes:

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot

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



HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-007  
OWNER: The City of El Paso (for the El Paso Water Utilities Public Service Board)

### Property Description for Parcel 8

Being a total of 2,642,974 square feet or 60.6743 acres of land, situated in the Texas and Pacific Railroad Company Survey Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Survey Abstract No. 2399, Section 17, Block 80, Township 1 and the J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land conveyed to City of El Paso (for the El Paso Water Utilities Public Service Board) by Document No. 20030066805 recorded in the Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and being more particularly described by metes and bounds in three (3) parts as follows;

#### Part 1:

Being 520,531 square feet or 11.9497 acres of land out of a 44.6 acre tract of land known as Parcel 1 as conveyed to The City of El Paso by said Document No. 20030066805, situated in said Texas and Pacific Railroad Company Survey, Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

**COMMENCING**, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common corner of said Sections 7 and 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, same being an interior corner of a called 432.88 acre tract of land known as Parcel 2 as conveyed to The City of El Paso by said Document No. 20030066805, O.P.R.R.P.E.P.C.;

**THENCE**, North 02°04'15" East, with the common boundary of said Sections 7 and 8, Block 80, at a distance of 1,322.25 feet pass the common corner of said City of El Paso Parcel 1 and Parcel 2 and a tract of land conveyed to the City of El Paso by deed recorded in Volume 1186, Page 178, El Paso County Deed Records (E.P.C.D.R.) continuing for a total distance of 1,418.43 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and beginning of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,736,044.05 and E=418,931.93, located 175.03 feet right of proposed Spur 320 Baseline Station 825+21.92;

1. **THENCE**, with said proposed southerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 1,499.04 feet, a central angle of 14 degrees 44 minutes 41 seconds, and a chord which bears North 60°14'40" West, a distance of 1,494.91 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said Parcel 1, City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., for the end of said curve to the left and a westerly corner of the herein described parcel and the end of said Denial of Access Line, located 175.05 feet right of proposed Spur 320 Baseline Station 809+77.83;
2. **THENCE**, North 02°03'41" East, with the common boundary of said City of El Paso tracts, a distance of 371.85 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for the most northerly corner herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 808+52.34;
3. **THENCE**, with said proposed northerly right-of-way and Denial of Access Line said curve to the right having a radius of 6,175.00 feet, an arc length of 1,475.93 feet, a central angle of 13 degrees 41 minutes 41 seconds, and a chord which bears South 61°58'02" East, a distance of 1,472.42 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of Sections 7 and said Block 80 and the common boundary of the aforesaid City of El Paso tracts for the end of said curve to the right and end of said Denial of Access Line for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 822+86.44;
4. **THENCE**, South 02°04'15" West, with the common boundary of said Sections 7 and 8, and the common boundary of same City of El Paso tracts, a distance of 421.81 feet to the **POINT OF BEGINNING** and containing 520,531 square feet or 11.9497 acres of land.

**Part 2:**

Being 513,564 square feet or 11.7898 acres of land, out of a 432.88 acre tract of land known as Parcel 2 as conveyed to City of El Paso (for the El Paso Water Utilities Public Service Board) by said Document No. 20030066805 O.P.R.R.P.E.P.C., situated in said J. F. Reeves Survey, Abstract No. 10012, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

**COMMENCING**, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common corner of Sections 8 and 17, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being an interior corner of said Parcel 2, City of El Paso tract;

**THENCE**, South 86°49'00" East, with the common boundary of Sections 8 and 17, said Block 80, a distance of 1,321.23 feet to the common corner of said City of El Paso Parcel 2 and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R.;



**THENCE**, North 03°04'45" East, with the common boundary of said City of El Paso tracts, a distance of 158.03 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and beginning of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,734,710.98 and E=420,208.35, located 175.01 feet right of proposed Spur 320 Baseline Station 844+31.04;

1. **THENCE**, with said proposed southerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 1,265.25 feet, a central angle of 12 degrees 26 minutes 43 seconds, and a chord which bears North 40°51'50" West, a distance of 1,262.76 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 175.03 feet right of proposed Spur 320 Baseline Station 831+27.78;
2. **THENCE**, South 40°37'12" West, with said proposed southerly right-of-way and Denial of Access Line, a distance of 243.31 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 418.13 feet right of proposed Spur 320 Baseline Station 831+38.25;
3. **THENCE**, North 48°55'04" West, continuing with said proposed southerly right-of-way and Denial of Access Line, a distance of 249.68 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 420.97 feet right of proposed Spur 320 Baseline Station 828+69.79;
4. **THENCE**, North 41°04'56" East, continuing with said proposed southerly right-of-way and Denial of Access Line, a distance of 245.95 feet to a TxDOT Type II brass cap monument found at the beginning of a curve to the left, for a southerly corner of the herein described parcel, located 175.03 feet right of proposed Spur 320 Baseline Station 828+72.58;
5. **THENCE**, with said proposed southerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 176.25 feet, a central angle of 01 degrees 44 minutes 01 seconds, and a chord which bears North 50°23'24" West, a distance of 176.24 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso Parcel 2 and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R, for the end of said curve to the left and said Denial of Access Line, and a northerly corner of the herein described parcel, located 175.03 feet right of proposed Spur 320 Baseline Station 826+91.04;
6. **THENCE**, South 87°55'30" East, with the common boundary of the aforesaid City of El Paso tracts, a distance of 558.86 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 831+26.98;

7. **THENCE**, with said proposed northerly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 908.84 feet, a central angle of 08 degrees 25 minutes 58 seconds, and a chord which bears South 42°52'37" East, a distance of 908.02 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of same City of El Paso tracts for an easterly corner of the herein described parcel and end of said curve to the right and Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 840+10.06;
8. **THENCE**, South 03°04'45" West, with the common boundary of said City of El Paso tracts, a distance of 547.27 feet to the **POINT OF BEGINNING** and containing 513,564 square feet or 11.7898 acres of land.

**Part 3:**

Being 1,608,879 square feet or 36.9348 acres of land, out of said 432.88 acre tract of land known as Parcel 2 as conveyed to The City of El Paso (for the El Paso Water Utilities Public Service Board) by Document No. 20030066805, situated in Texas and Pacific Railroad Company Survey, Abstract No. 2399, Section 17, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

**COMMENCING**, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common corner of Sections 8 and 17, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being an interior corner of said City of El Paso Parcel 2;

**THENCE**, South 86°49'00" East, with the common boundary of Sections 8 and 17, said Block 80, at a distance of 1,321.23 feet pass the common corner of said Parcel 2 City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., continuing with the aforesaid City of El Paso tracts, for a total distance of 1,439.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly right-of-way line of the proposed Spur 320 and end of a Denial of Access Line, for a northerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,734,546.62 and E=420,317.84, located 175.01 feet right of proposed Spur 320 Baseline Station 846+34.48;

1. **THENCE**, South 86°49'00" East, with the common boundary of Sections 8 and 17, said Block 80 and the common boundary of said City of El Paso tracts a distance of 425.76 feet to a 5/8-inch iron rod found on the easterly right-of-way line of said proposed Spur 320, at the beginning of a curve to the right for a northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 848+77.01;

2. **THENCE**, with said proposed easterly right-of-way and Denial of Access Line, said curve to the right, having a radius of 6,175.00 feet, an arc length of 610.85 feet, a central angle of 05 degrees 40 minutes 04 seconds, and a chord which bears South 27°32'52" East, a distance of 610.60 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 854+70.55;
3. **THENCE**, South 24°42'50" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 1,537.83 feet to a TxDOT Type II brass cap monument found for an easterly corner and beginning of a curve to the right of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 870+08.39;
4. **THENCE**, with said proposed easterly right-of-way and Denial of Access Line, said curve to the right, having a radius of 3,023.00 feet, an arc length of 319.39 feet, a central angle of 06 degrees 03 minutes 13 seconds, and a chord which bears South 27°35'11" East, a distance of 319.24 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 191.00 feet left of proposed Spur 320 Baseline Station 873+27.23;

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

5. **THENCE**, South 26°28'35" East, a distance of 520.00 feet, located 206.99 feet left of proposed Spur 320 Baseline Station 878+46.98;
6. **THENCE**, South 24°42'53" East, a distance of 440.60 feet, located 207.00 feet left of proposed Spur 320 Baseline Station 882+87.58;
7. **THENCE**, South 23°15'32" East, a distance of 175.15 feet, located 202.55 feet left of proposed Spur 320 Baseline Station 884+62.68;
8. **THENCE**, North 66°58'59" East, a distance of 17.33 feet, located 219.87 feet left of proposed Spur 320 Baseline Station 884+63.19;
9. **THENCE**, South 23°00'57" East, a distance of 62.32 feet, located 218.03 feet left of proposed Spur 320 Baseline Station 885+25.49;
10. **THENCE**, South 66°59'01" West, a distance of 17.07 feet, located 200.97 feet left of proposed Spur 320 Baseline Station 885+24.98;
11. **THENCE**, South 23°15'26" East, a distance of 231.35 feet, located 195.08 feet left of proposed Spur 320 Baseline Station 887+56.26;
12. **THENCE**, North 65°17'11" East, a distance of 22.85 feet, located 217.94 feet left of proposed Spur 320 Baseline Station 887+56.26;



13. **THENCE**, South 26°04'34" East, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 79.90 feet to a TxDOT Type II brass cap monument found on the northerly right-of-way line of U.S. Highway 54, a 400.00 feet wide right-of-way as described by deed recorded in Volume 1202, Page 2447, E.P.C.D.R., for an easterly corner of the herein described parcel and end of said Denial of Access Line, located 219.84 feet left of proposed Spur 320 Baseline Station 888+36.13;
14. **THENCE**, South 51°37'39" West, with the northerly right-of-way of said U.S. Highway 54, a distance of 468.60 feet to a TxDOT Type II brass cap monument found on the westerly right-of-way line of the proposed Spur 320 for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 235.52 feet right of proposed Spur 320 Baseline station 889+46.79;
15. **THENCE**, North 24°42'50" West, with said proposed westerly right-of-way of the proposed Spur 320 and Denial of Access Line, a distance of 78.21 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 235.52 feet right of proposed Spur 320 Baseline Station 888+68.58;
16. **THENCE**, North 65°17'18" East, with said proposed westerly right-of-way and Denial of Access Line, a distance of 12.61 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 222.90 feet right of proposed Spur 320 Baseline Station 888+68.58;
17. **THENCE**, North 24°42'50" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 333.76 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 222.90 feet right of proposed Spur 320 Baseline Station 885+34.82;
18. **THENCE**, South 65°17'05" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 10.00 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 232.90 feet right of proposed Spur 320 Baseline Station 885+34.82;
19. **THENCE**, North 24°42'50" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 62.34 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 232.90 feet right of proposed Spur 320 Baseline Station 884+72.48;
20. **THENCE**, North 65°26'38" East, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 10.01 feet to a TxDOT Type II brass cap monument found at the beginning of a curve to the right for a westerly corner of the herein described parcel, located 222.90 feet right of proposed Spur 320 Baseline Station 884+72.50;

21. **THENCE**, continuing with said proposed westerly right-of-way and Denial of Access Line, said curve to the right, having a radius of 2,118.94 feet, an arc length of 162.19 feet, a central angle of 04 degrees 23 minutes 08 seconds, and a chord which bears North 22°21'48" West, a distance of 162.15 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 216.25 feet right of proposed Spur 320 Baseline Station 883+10.49;
22. **THENCE**, North 20°07'53" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 120.17 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 206.65 feet right of proposed Spur 320 Baseline Station 881+90.70;
23. **THENCE**, North 18°44'56" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 252.41 feet to a TxDOT Type II brass cap monument concrete found at the beginning of a curve to the left for a westerly corner of the herein described parcel, located 180.41 feet right of proposed Spur 320 Baseline Station 879+39.66;
24. **THENCE**, with said proposed westerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 1,000.00 feet, an arc length of 104.11 feet, a central angle of 05 degrees 57 minutes 55 seconds, and a chord which bears North 21°43'52" West, a distance of 104.06 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 878+35.74;
25. **THENCE**, North 24°42'49" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 110.49 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 877+25.25;
26. **THENCE**, South 66°56'07" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 283.18 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 458.06 feet right of proposed Spur 320 Baseline Station 877+17.10;
27. **THENCE**, North 23°03'53" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 272.00 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 450.23 feet right of proposed Spur 320 Baseline Station 874+45.22;
28. **THENCE**, North 66°56'07" East, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 275.34 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 874+53.14;

29. **THENCE**, North 24°42'50" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 1,982.59 feet to a TxDOT Type II brass cap monument concrete found at the beginning of a curve to the left for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 854+70.55;
30. **THENCE**, continuing with said proposed westerly right-of-way of the proposed Spur 320 and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 811.69 feet, a central angle of 07 degrees 59 minutes 02 seconds, and a chord which bears North 28°42'24" West, a distance of 811.03 feet to the **POINT OF BEGINNING** and containing 1,608,879 square feet or 36.9348 acres of land, and containing a combined 2,642,974 square feet or 60.6743 acres of land within Parts 1, 2 & 3.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)-West\_VRS\_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

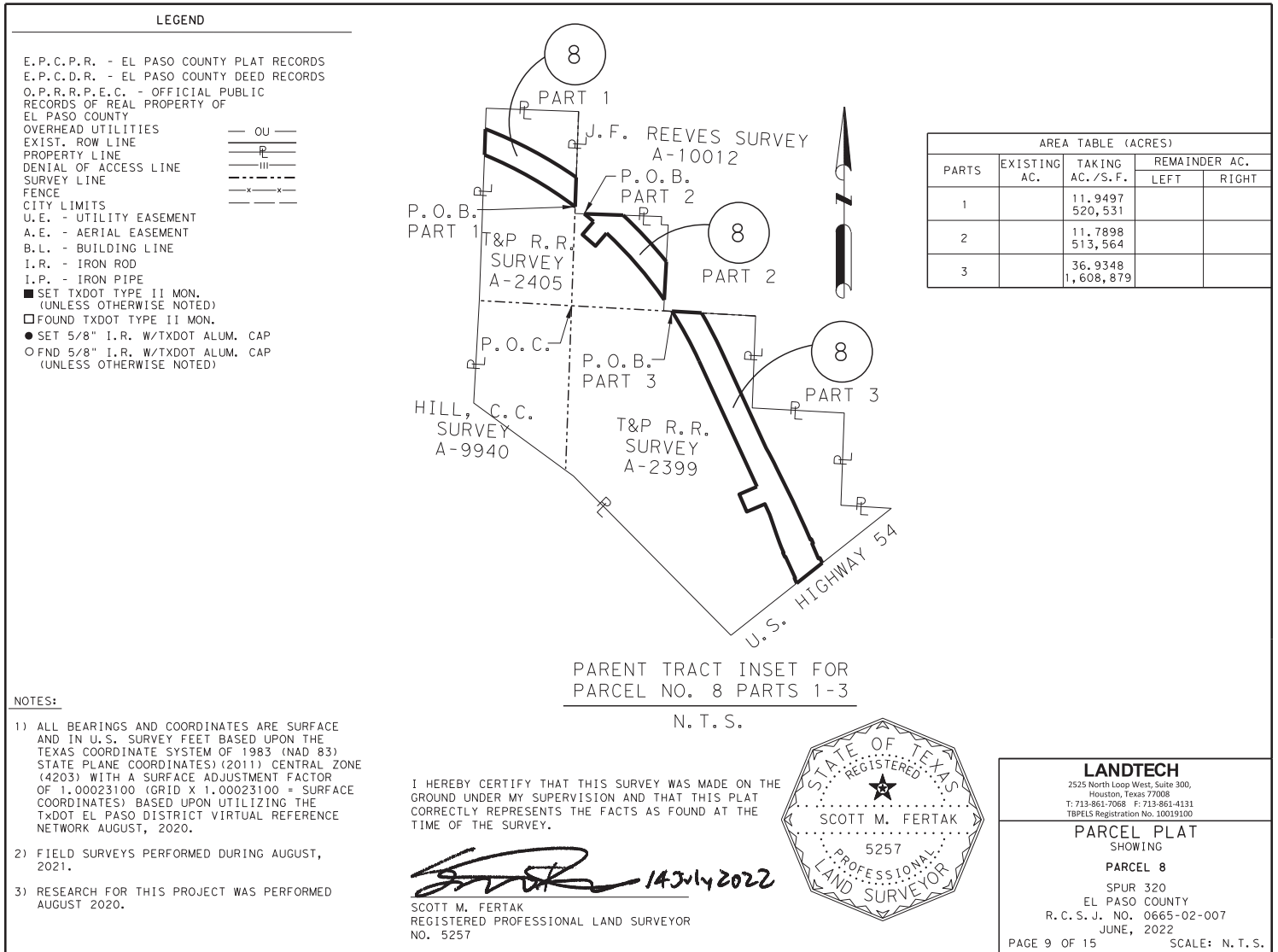
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



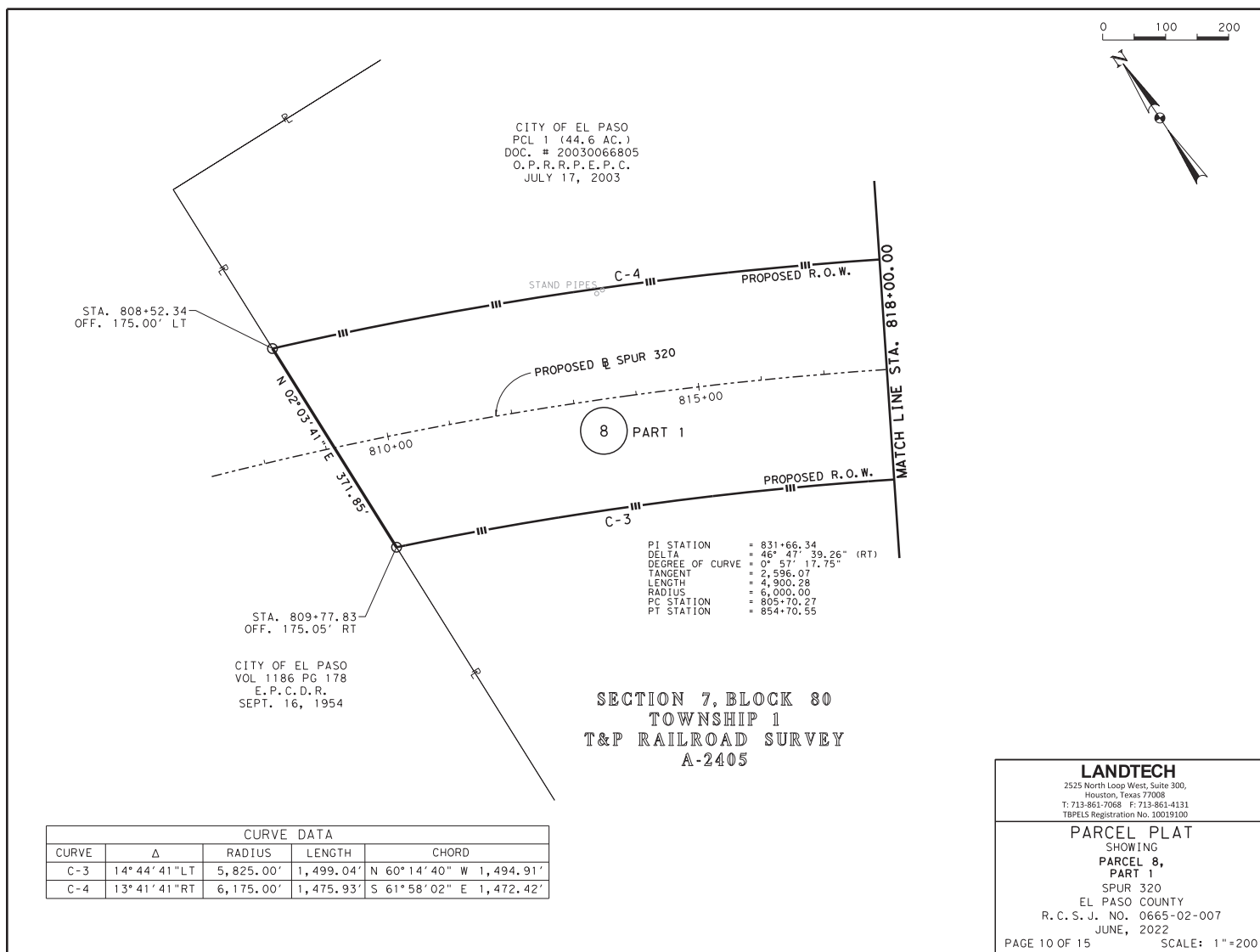
The image shows a handwritten signature in black ink, which appears to be "Scott M. Fertak", followed by the date "14 July 2022" written in a similar style.

Scott M. Fertak  
Registered Professional Land Surveyor  
No. 5257

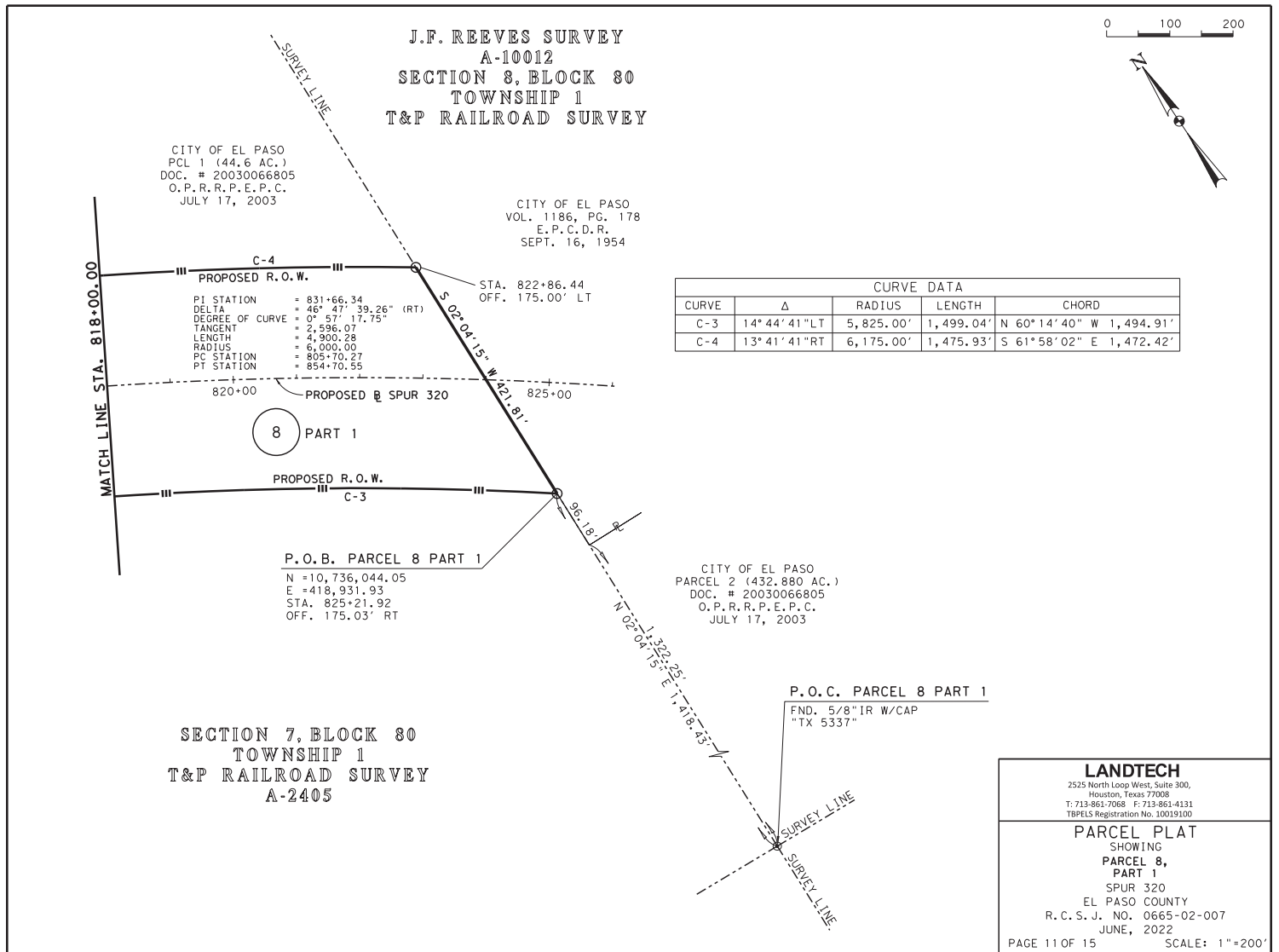
# Exhibit A



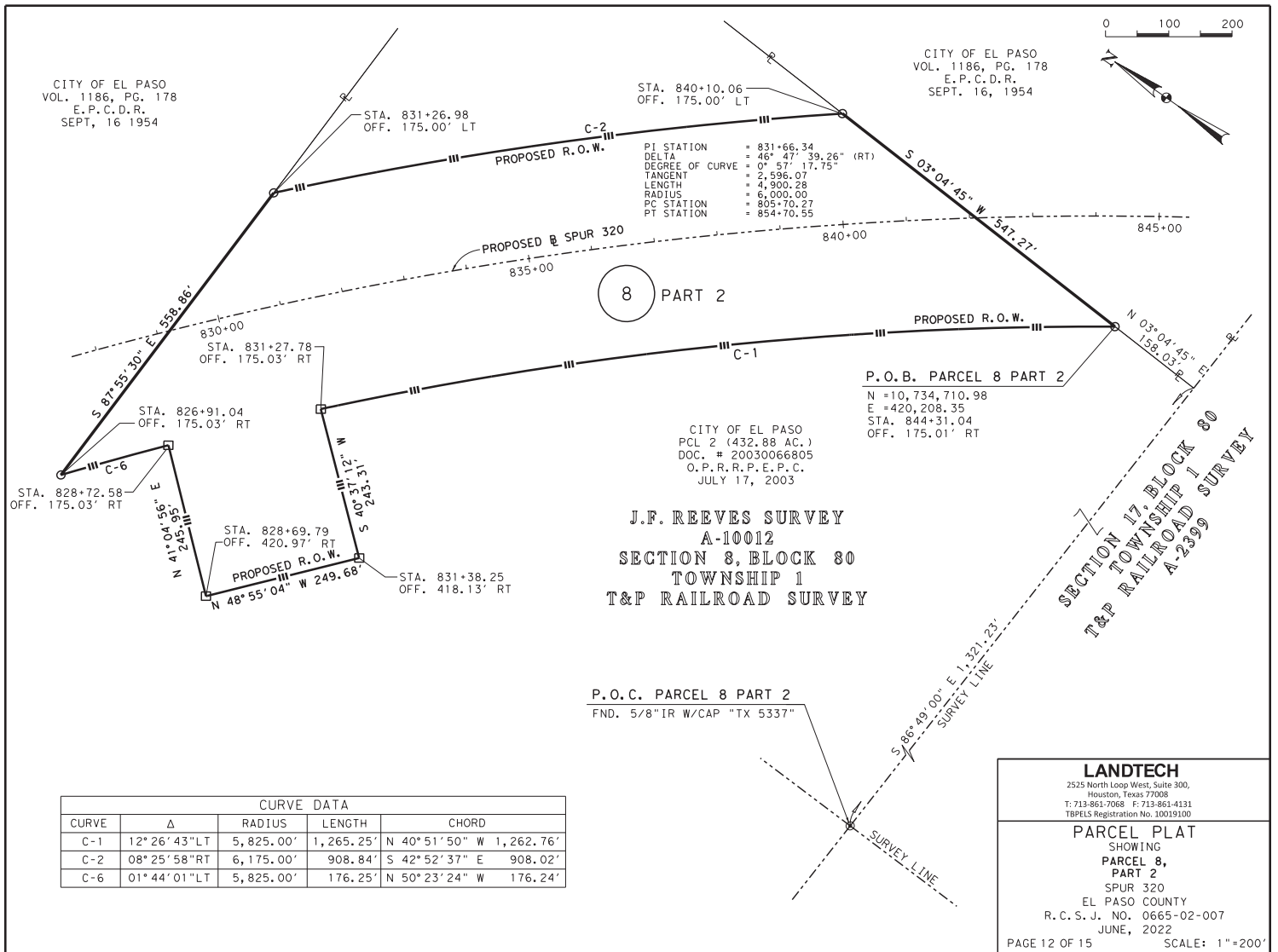
## Exhibit A



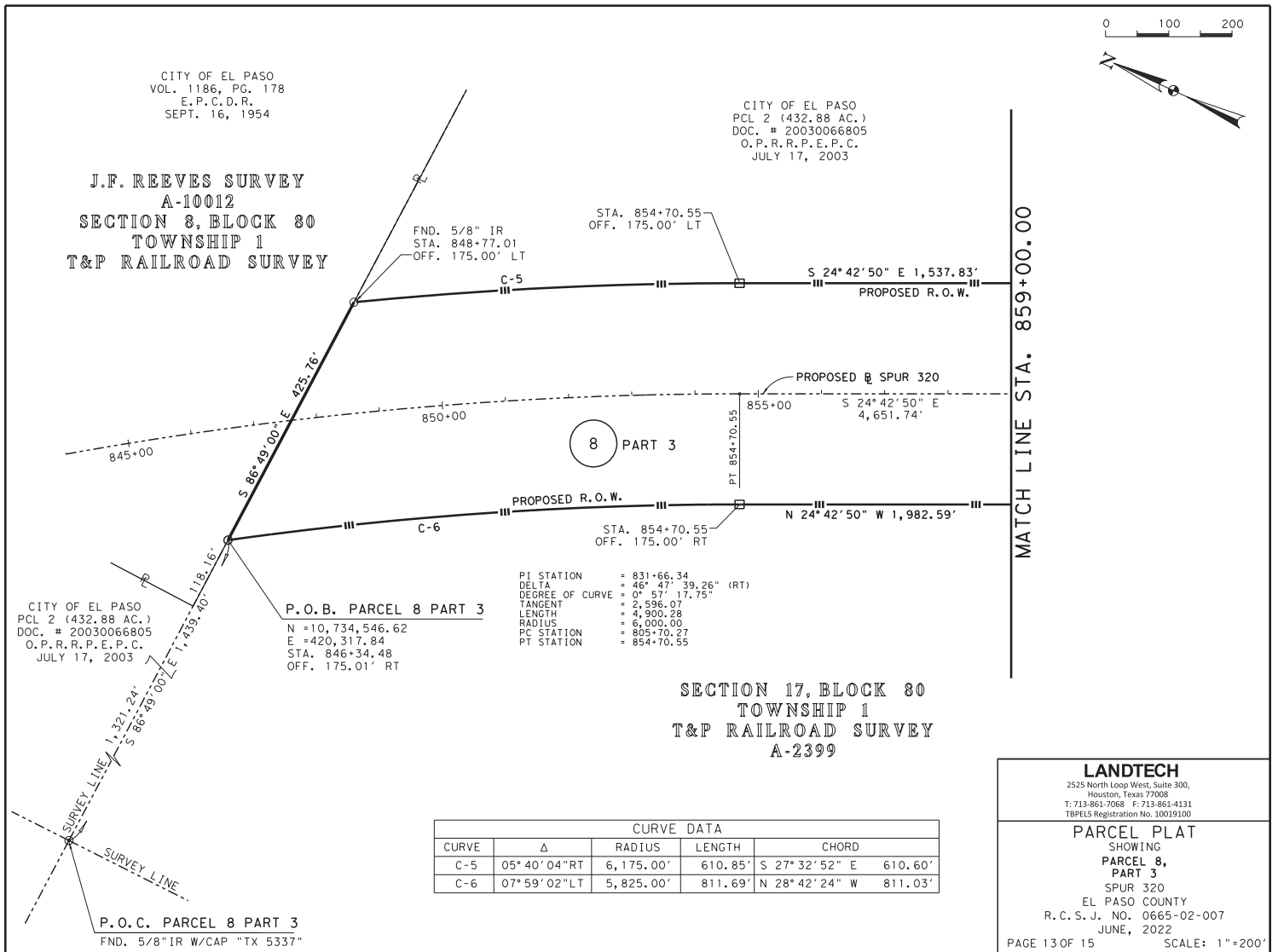
# Exhibit A



# Exhibit A

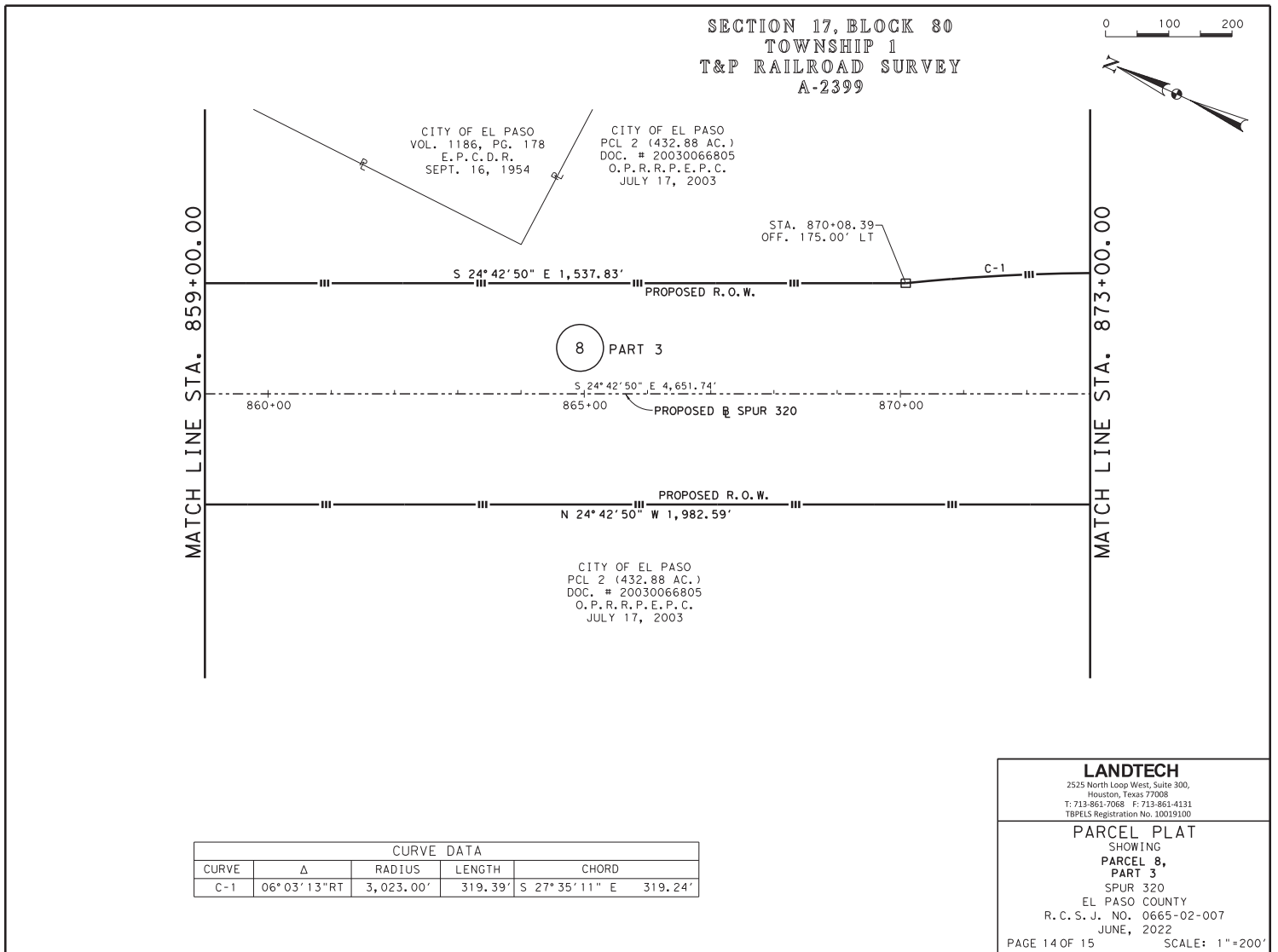


# Exhibit A

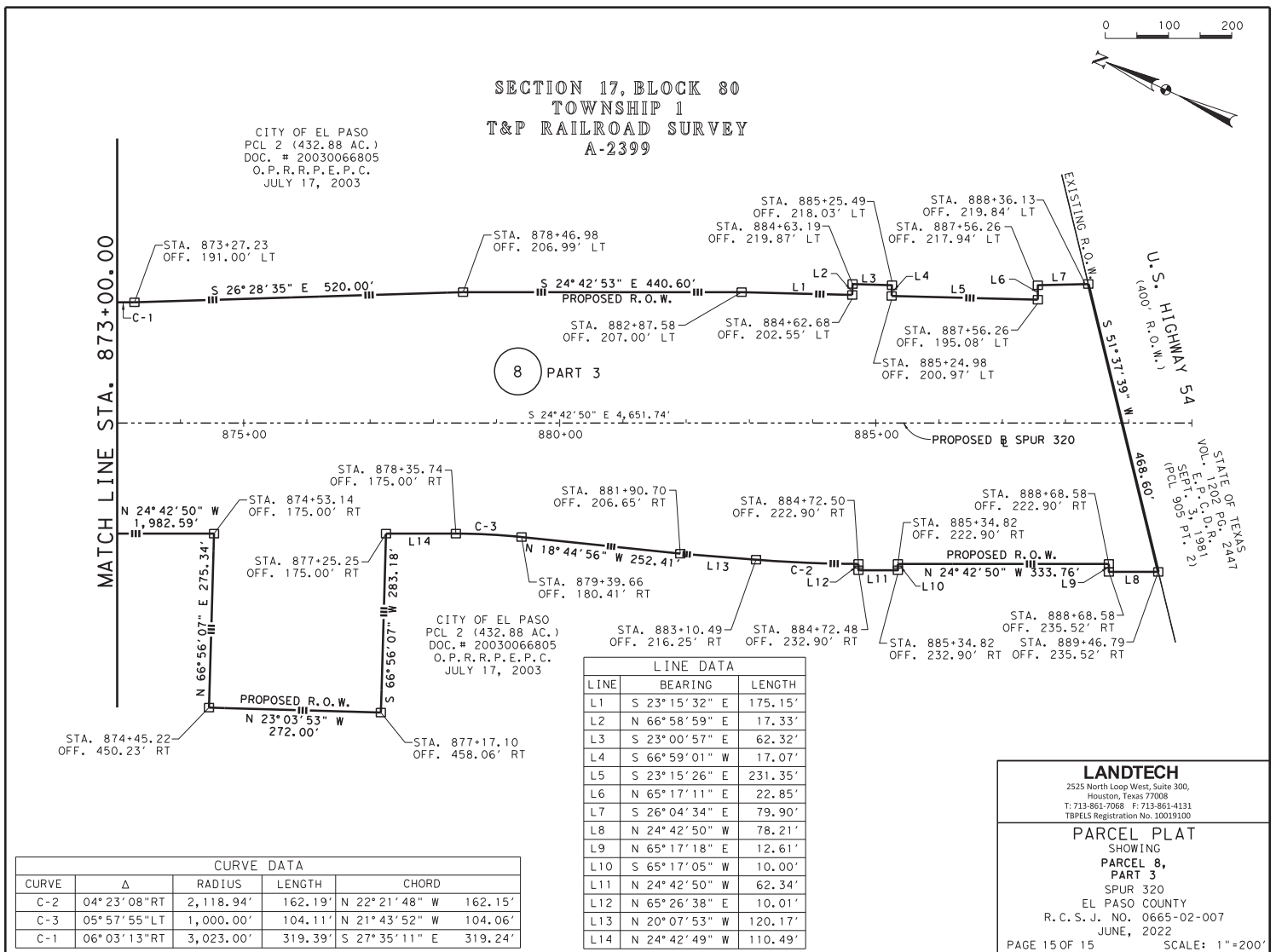




# Exhibit A



## Exhibit A



HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-007  
OWNER: El Paso Water Utilities Board

### Property Description for Parcel 10

Being 20,231 square feet or 0.4644 acres of land situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a 50 feet wide tract of land conveyed to El Paso Water Utilities Board by deed recorded in Volume 1263, Page 1476, El Paso County Deed Records (E.P.C.D.R.) and being more particularly described by metes and bounds as follows:

**COMMENCING**, at a 2-inch iron pipe found for the common easterly corner of Sections 17 and 20, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, and on a line common to said El Paso Water Utilities Board tract and Mesquite Hills Unit 8, a called 37.03 acre subdivision recorded in Document No. 20180090676, Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.);

**THENCE**, North 86°47'17" West, with the common boundary of Sections 17 and 20, said Block 80, and the common boundary of said El Paso Water Utilities Board tract and said Mesquite Hills Unit 8, a distance of 722.22 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the easterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for the northeast corner and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,729,086.34 and E=423,234.66, located 177.28 feet left of proposed Spur 320 Baseline Station 908+22.08;

1. **THENCE**, with said proposed easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 2,030.00 feet, an arc length of 23.39 feet, a central angle of 00 degrees 39 minutes 36 seconds, and a chord which bears South 12°19'40" East, a distance of 23.39 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an easterly corner and beginning of a curve to the right of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 908+44.69;
2. **THENCE**, continuing with said easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 29.40 feet, a central angle of 00 degrees 16 minutes 22 seconds, and a chord which bears South 17°40'45" East, a distance of 29.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said El Paso Water Utilities Board tract and a City of El Paso tract, recorded in Volume 1186, Page 183, E.P.C.D.R., for the southeast corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 908+73.26;

3. **THENCE**, North 86°47'18" West, with the common boundary of said El Paso Water Utilities Board tract and said City of El Paso tract, a distance of 400.17 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly right-of-way line of the proposed Spur 320, for the southwest corner of the herein described parcel and beginning of a Denial of Access Line, located 197.47 feet right of proposed Spur 320 Baseline Station 907+26.61;
4. **THENCE**, North 25°04'28" West, with said proposed westerly right-of-way and Denial of Access Line, a distance of 56.78 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said El Paso Water Utilities Board and a tract of land conveyed to Newman Ranch Properties LLC by Document No. 20080086509 O.P.R.R.P.R.E.P.C., for the northwest corner of the herein described parcel, located 203.26 feet right of proposed Spur 320 Baseline Station 906+68.18;
5. **THENCE**, South 86°47'17" East, with said common boundary, a distance of 410.33 feet to the **POINT OF BEGINNING** and containing 20,231 square feet or 0.4644 acres of land.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)-West\_VRS\_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

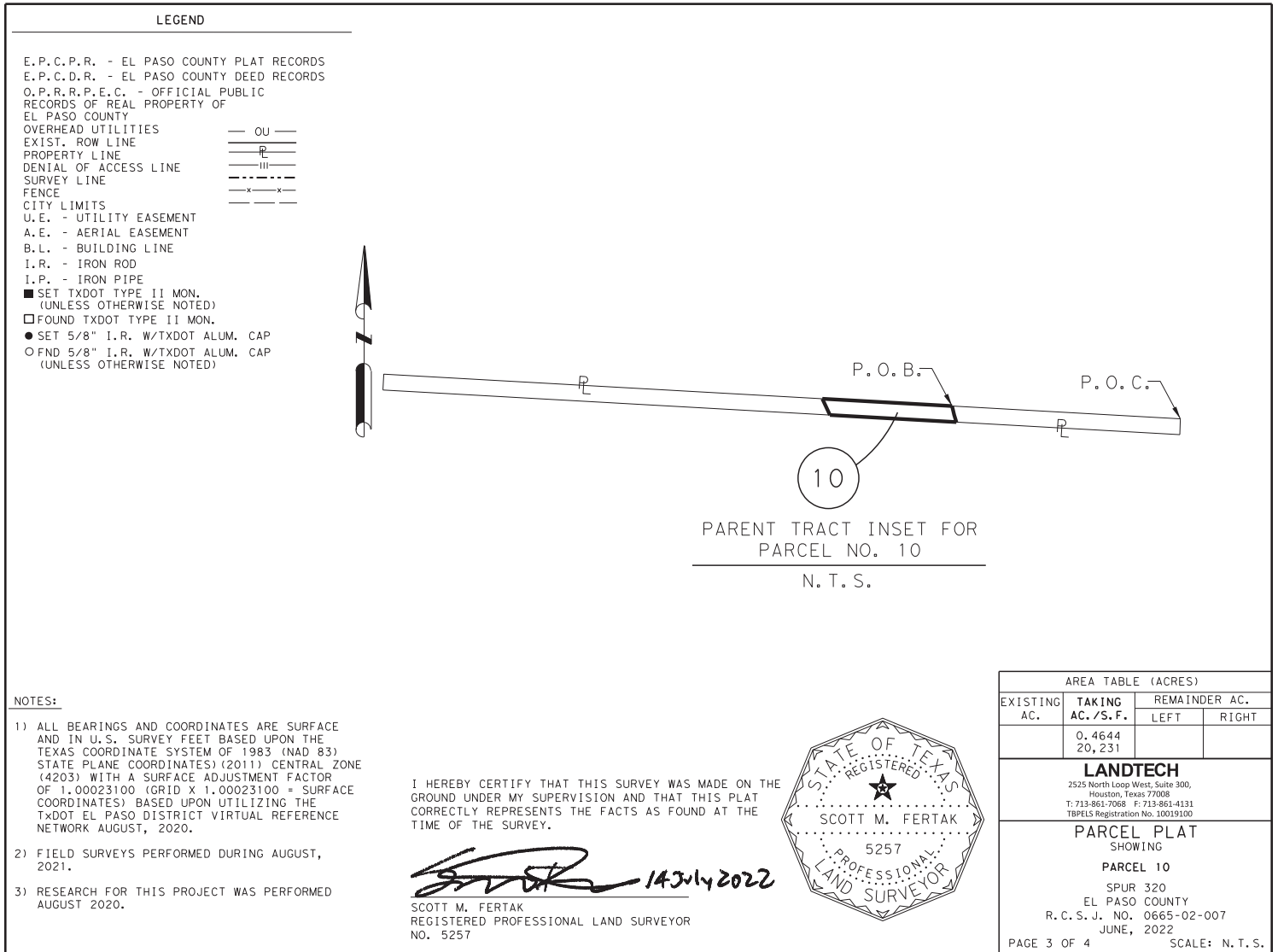
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



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

Scott M. Fertak  
Registered Professional Land Surveyor  
No. 5257

# Exhibit A



# Exhibit A

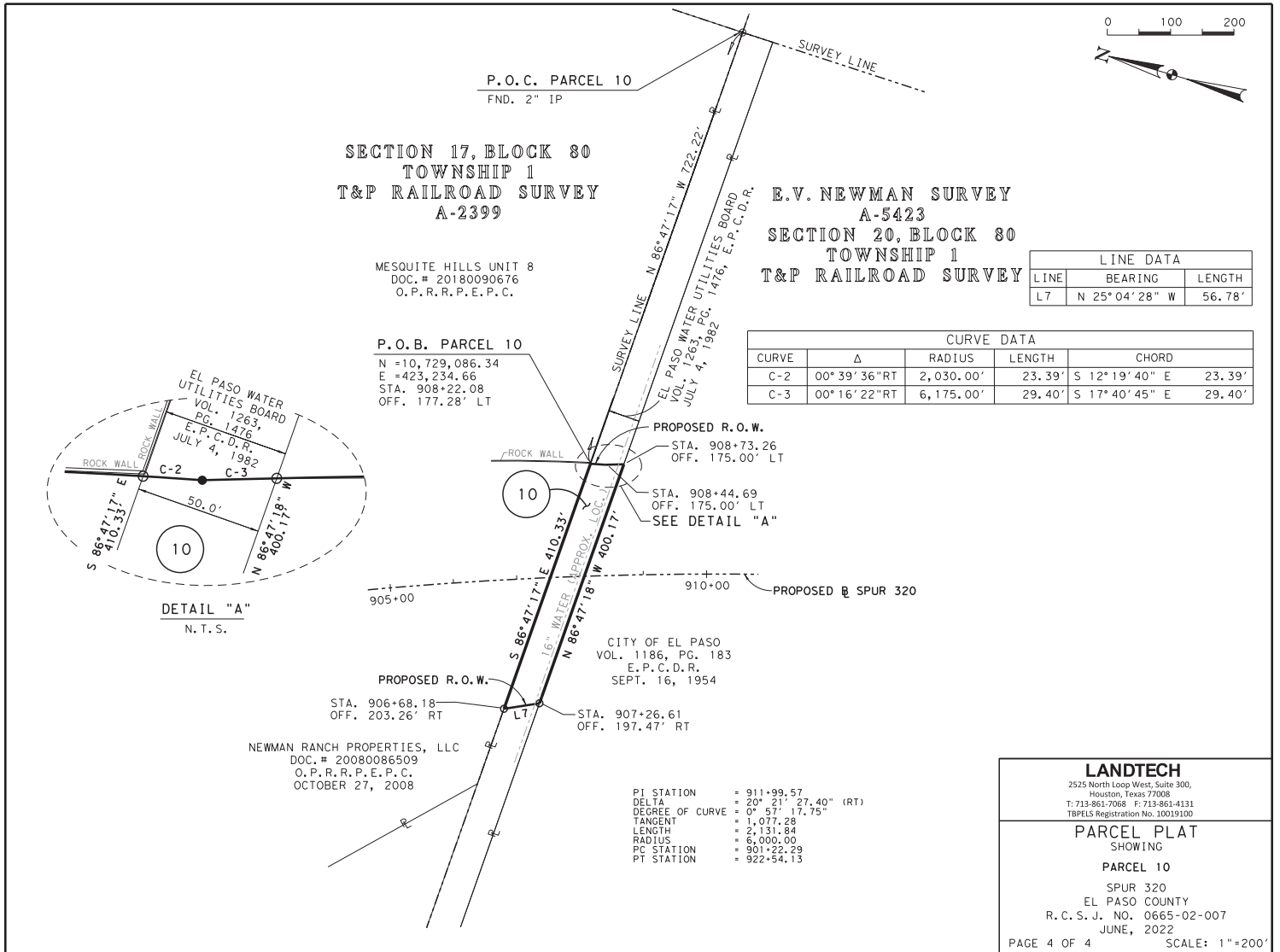
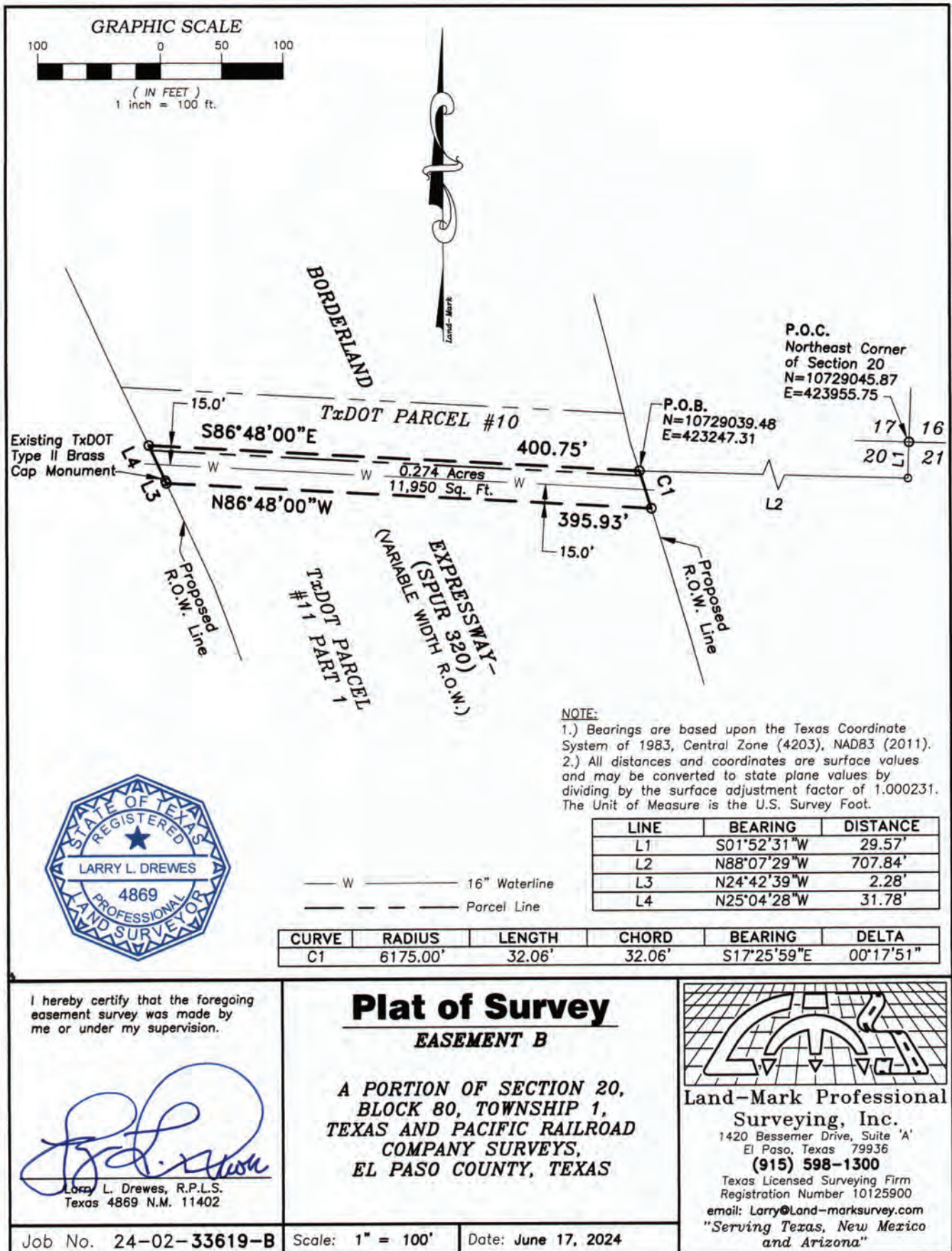


Exhibit A

SAVE AND EXCEPT from the preceding Property Description of Parcel 10 (P00066034), a reservation of a portion of an easement for water and wastewater purposes as set forth hereinafter as Easement B.









## ***Land-Mark Professional Surveying, Inc.***

*"Serving Texas, New Mexico & Arizona"*

### **METES AND BOUNDS DESCRIPTION** **EASEMENT "B"**

**A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 2-inch iron pipe lying at the northeast corner of Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South  $01^{\circ}52'31''$  West, with the easterly section line of said Section 20, a distance of 29.57 feet to a point; **THENCE**, North  $88^{\circ}07'29''$  West, departing said easterly section line, a distance of 707.84 feet to a point lying in the proposed easterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,729,039.48 feet and E=423,247.31 feet;

**THENCE**, southeasterly with the arc of a curve to the right and with said proposed easterly right-of-way line, a distance of 32.06 feet to a point, for a corner of this parcel; Said curve having a radius of 6175.00, a central angle of  $00^{\circ}17'51''$ , and a chord which bears South  $17^{\circ}25'59''$  East, a distance of 32.06 feet;

**THENCE**, North  $86^{\circ}48'00''$  West, a distance of 395.93 feet to a point lying in the proposed westerly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

**THENCE**, North  $24^{\circ}42'39''$  West, with said proposed westerly right-of-way line, a distance of 2.28 feet to an existing TxDOT Type II brass cap monument, for a corner of this parcel;

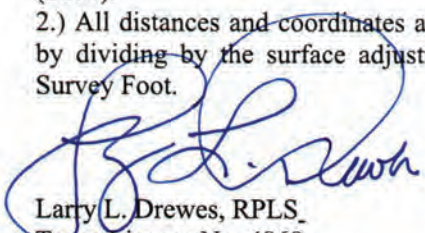
**THENCE**, North  $25^{\circ}04'28''$  West, continuing with said proposed westerly right-of-way line, a distance of 31.78 feet to a point, for a corner of this parcel;

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

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

**Notes:**

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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



1420 Bessemer • El Paso, Texas 79936  
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: [Larry@Land-Marksurvey.com](mailto:Larry@Land-Marksurvey.com)

## Exhibit A

October, 2024

Parcel 11

Page 1 of 13

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

HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-007  
CONST. CSJ: 0665-02-002, 004, 005  
PROJECT ID: R00010298  
OWNER: The City of El Paso

### Property Description for Parcel 11

Being a total of 1,660,996 square feet or 38.1312 acres of land situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land conveyed to The City of El Paso by deed, recorded on September 16, 1954, in Volume 1186, Page 183, El Paso County Deed Records (E.P.C.D.R.) and being more particularly described by metes and bounds in three (3) parts as follows:

#### Part 1:

Being 402,028 square feet or 9.2293 acres of land, situated in said E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys;

**COMMENCING**, at a 2-inch iron pipe found for the common corner of Sections 17,18, 20 and 21, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same found iron pipe being a southerly corner of the Mesquite Hills Unit 8, Document No. 20180090676 recorded in the Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and the northeast corner of a tract of land conveyed to El Paso Water Utilities Board by deed recorded on July 4, 1982, in Volume 1263, Page 1476, E.P.C.D.R.;

**THENCE**, South 01°52'31" West, with the easterly line of said El Paso Water Utilities Board tract a distance of 50.01 feet to a point at the common easterly corner of said El Paso Water Utilities Board tract and said City of El Paso tract;

**THENCE**, North 86°47'18" West, with said common boundary, a distance of 706.64 feet to a 5/8-inch iron rod with TXDOT aluminum cap found on the easterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for the northeast corner and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,729,035.48 and E=423,248.58, located 175.00 feet left of proposed Spur 320 Baseline Station 908+73.26;

## Exhibit A

October, 2024

Parcel 11

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

1. **THENCE**, with said proposed easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 1,308.76 feet, a central angle of 12 degrees 08 minutes 37 seconds, and a chord which bears South 11°28'15" East, a distance of 1,306.31 feet to a point\*\*\* for an easterly corner of the herein described parcel, on the northerly line of a 60 feet wide right-of-way conveyed to El Paso Natural Gas Company (EPNG) Company deed recorded under Volume 1148, Page 1072 recorded in O.P.R.R.P.E.P.C. located 175.00 feet left of proposed Spur 320 Baseline Station 921+44.93;
2. **THENCE**, North 47°53'00" West, with the common boundary of said EPNG Pipeline Company and City of El Paso tract, a distance of 538.27 feet to a point\*\*\* on the westerly right-of-way line of said proposed Spur 320 and beginning of a curve to the left, for a westerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 917+35.73;
3. **THENCE**, with said proposed westerly right-of-way and Denial of Access Line, said curve to the left having a radius of 5,825.00 feet, an arc length of 712.79 feet, a central angle of 07 degrees 00 minutes 40 seconds, and a chord which bears North 12°48'44" West, a distance of 712.34 feet to a TxDOT Type II brass cap monument found at the beginning of a curve to the left, for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 910+01.53;
4. **THENCE**, continuing with said proposed westerly right-of-way and Denial of Access Line, said curve to the left having a radius of 1,000.00 feet, an arc length of 146.54 feet, a central angle of 08 degrees 23 minutes 46 seconds, and a chord which bears North 20°30'57" West, a distance of 146.41 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 183.88 feet right of proposed Spur 320 Baseline Station 908+50.88;
5. **THENCE**, North 24°42'39" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 93.67 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 194.48 feet right of proposed Spur 320 Baseline Station 907+54.78;
6. **THENCE**, North 25°04'28" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 27.41 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said, City of El Paso tract and the aforesaid El Paso Water Utilities Board tract, for the northwest corner of the herein described parcel and end of said Denial of Access Line, located 197.47 feet right of proposed Spur 320 Baseline Station 907+26.61;



Exhibit A

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Parcel 11

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

7. **THENCE**, South 86°47'18" East, with said common boundary, a distance of 400.17 feet to the **POINT OF BEGINNING** and containing 402,028 square feet or 9.2293 acres of land.

**Part 2:**

Being 62,510 square feet or 1.4350 acres of land situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys;

**COMMENCING**, at a 2-inch iron pipe found for the common northerly corner of Sections 20 and 21, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being a northerly corner of said City of El Paso tract;

**THENCE**, South 01°52'31" West, with the common boundary of Sections 20 and 21, said Block 80, a distance of 1,725.84 feet to a point on the common boundary of said 60 feet wide EPNG Pipeline Company right-of-way and said City of El Paso tract;

**THENCE**, North 47°53'00" West, with said common boundary a distance of 516.64 feet to a point\*\*\* on the easterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for the northeast corner and **POINT OF BEGINNING** of the herein described parcel and beginning of Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 922+30.59, having coordinates of N=10,727,667.44 and E=423,516.03;

1. **THENCE**, with said proposed easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 26.77 feet, a central angle of 00 degrees 14 minutes 54 seconds, and a chord which bears South 04°27'25" East, a distance of 26.77 feet to a point\*\*\* for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 922+56.67;
2. **THENCE**, South 04°21'23" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 147.52 feet to a point\*\*\* on the common boundary of said City of El Paso tract and a tract of land conveyed to EPNG Pipeline Company by Document No. 20000080243 O.P.R.R.P.E.P.C., recorded November 14, 2000, for the most southerly corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 924+04.19;
3. **THENCE**, North 47°53'00" West, with the common boundary, a distance of 514.40 feet to a point\*\*\* on the westerly right-of-way line of said proposed Spur 320, and beginning of curve to the left, for the southwesterly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 920+24.47;

## Exhibit A

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

4. **THENCE**, with said proposed westerly right-of-way and Denial of Access Line, said curve to the right having a radius of 5,825.00 feet, an arc length of 185.07 feet, a central angle of 01 degrees 49 minutes 13 seconds, and a chord which bears North 07°27'34" West, a distance of 185.06 feet to a point\*\*\* on the common boundary of said EPNG Pipeline Company right-of-way and City of El Paso tracts, for the most westerly corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 918+33.84;
5. **THENCE**, South 47°53'00" East, with said common boundary, a distance of 528.88 feet to the **POINT OF BEGINNING** and containing 62,510 square feet or 1.4350 acres of land.

### Part 3:

Being 1,196,458 square feet or 27.4669 acres of land, situated in said E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys;

**COMMENCING**, at a 2-inch iron pipe found for the common northerly corner of Sections 20 and 21, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys;

**THENCE**, South 01°52'31" West, with the common boundary of Sections 20 and 21, said Block 80, a distance of 1,948.55 feet to a point on the common boundary of said City of El Paso tract and a tract of land conveyed to EPNG Pipeline Company by Document No. 20000080243, recorded November 14, 2000, O.P.R.R.P.E.P.C.;

**THENCE**, North 47°53'00" West, with the common boundary of said City of El Paso tract and EPNG Pipeline Company tract, a distance of 481.47 feet to a point\*\*\* on the easterly right-of-way line of the proposed Spur 320 for a northerly corner and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,727,421.27 and E=423,534.83, located 175.00 feet left of proposed Spur 320 Baseline Station 924+76.79;

1. **THENCE**, South 04°21'23" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 1,583.00 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 940+59.79;
2. **THENCE**, North 85°38'38" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 8.17 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 183.17 feet left of proposed Spur 320 Baseline Station 940+59.79;

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Parcel 11

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

3. **THENCE**, South 04°28'09" East, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 101.67 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 183.11 feet left of proposed Spur 320 Baseline Station 941+62.65;
4. **THENCE**, South 85°16'21" West, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 8.11 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 941+62.65;
5. **THENCE**, continuing with said proposed easterly right-of-way and Denial of Access Line, said curve to the left having a radius of 12,325.00 feet, an arc length of 725.92 feet, a central angle of 03 degrees 22 minutes 29 seconds, and a chord which bears South 06°24'54" East, a distance of 725.81 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 948+98.87;
6. **THENCE**, South 10°15'39" East, continuing with said proposed easterly right-of-way and said Denial of Access Line, a distance of 331.46 feet to a TxDOT Type II brass cap monument found on the common boundary of said City of El Paso tract, a 6.629 acre tract of land conveyed to The State of Texas in Document No. 20150027354 O.P.R.R.P.E.P.C., recorded on April 27, 2015, same being a westerly corner of the Northern Lights Subdivision, plat recorded on April 14, 2010, by Document No. 20100024031 O.P.R.R.P.E.P.C., for an easterly corner of the herein described parcel and end of said Denial of Access Line, located 183.03 feet left of proposed Spur 320 Baseline Station 952+35.06;
7. **THENCE**, South 46°21'59" West, with the common boundary of said City of El Paso and State of Texas tracts, a distance of 430.68 feet to a TxDOT Type II brass cap monument found on the westerly right-of-way line of said proposed Spur 320 for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 176.34 feet right of proposed Spur 320 Baseline Station 954+72.49;
8. **THENCE**, North 09°23'58" West, with said proposed westerly right-of-way and Denial of Access Line, a distance of 3.40 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 176.26 feet right of proposed Spur 320 Baseline Station 954+69.14;

**CONTINUING**, with said proposed westerly right-of-way and Denial of Access Line, the following calls, each for a westerly corner of the herein described parcel;

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

9. **THENCE**, South 80°35'51" West, a distance of 9.33 feet to a TxDOT Type II brass cap monument found for corner, located 185.59 feet right of proposed Spur 320 Baseline Station 954+68.93;
10. **THENCE**, North 09°11'51" West, a distance of 81.20 feet to a TxDOT Type II brass cap monument found for corner, located 183.70 feet right of proposed Spur 320 Baseline Station 953+88.93;
11. **THENCE**, North 80°36'05" East, a distance of 9.05 feet to a TxDOT Type II brass cap monument found for corner, located 174.66 feet right of proposed Spur 320 Baseline Station 953+89.08;
12. **THENCE**, North 09°23'58" West, a distance of 439.91 feet to a TxDOT Type II brass cap monument found, located 175.00 feet right of proposed Spur 320 Baseline Station 949+55.21;
13. **THENCE**, South 86°42'08" West, a distance of 378.46 feet to a TxDOT Type II brass cap monument found, located 552.03 feet right of proposed Spur 320 Baseline Station 949+23.23;
14. **THENCE**, North 03°17'52" West, a distance of 331.00 feet to a TxDOT Type II brass cap monument found, located 527.84 feet right of proposed Spur 320 Baseline Station 946+06.77;
15. **THENCE**, North 86°42'08" East, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 353.50 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right and a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 946+27.85;
16. **THENCE**, with said proposed westerly right-of-way and Denial of Access Line, said curve to the right having a radius of 12,675.00 feet, an arc length of 553.86 feet, a central angle of 02 degrees 30 minutes 13 seconds, and a chord which bears North 05°36'29" West, a distance of 553.82 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 940+81.63;
17. **THENCE**, North 04°21'23" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 1,827.50 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 922+54.13;

Exhibit A

October, 2024

Parcel 11

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

18. **THENCE**, with said proposed westerly right-of-way and Denial of Access Line, said curve to the left having a radius of 5,825.00 feet, an arc length of 147.81 feet, a central angle of 01 degrees 27 minutes 14 seconds, and a chord which bears North 05°04'59" West, a distance of 147.80 feet to a point\*\*\* on the common boundary of said City of El Paso tract and said EPNG Pipeline Company tract, for the most northerly corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 921+01.89;
19. **THENCE**, South 47°53'00" East, with said common boundary a distance of 510.93 feet, to the **POINT OF BEGINNING** and containing 1,196,458 square feet or 27.4669 acres of land within Part 3 and containing a combined 1,660,996 square feet or 38.1312 acres of land within Parts 1, 2 & 3.

Point \*\*\*: Corner not set at request of pipeline field rep due to pipeline depth.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Parcel 11 revised October 2024, added Part 3.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)- West\_VRS\_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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



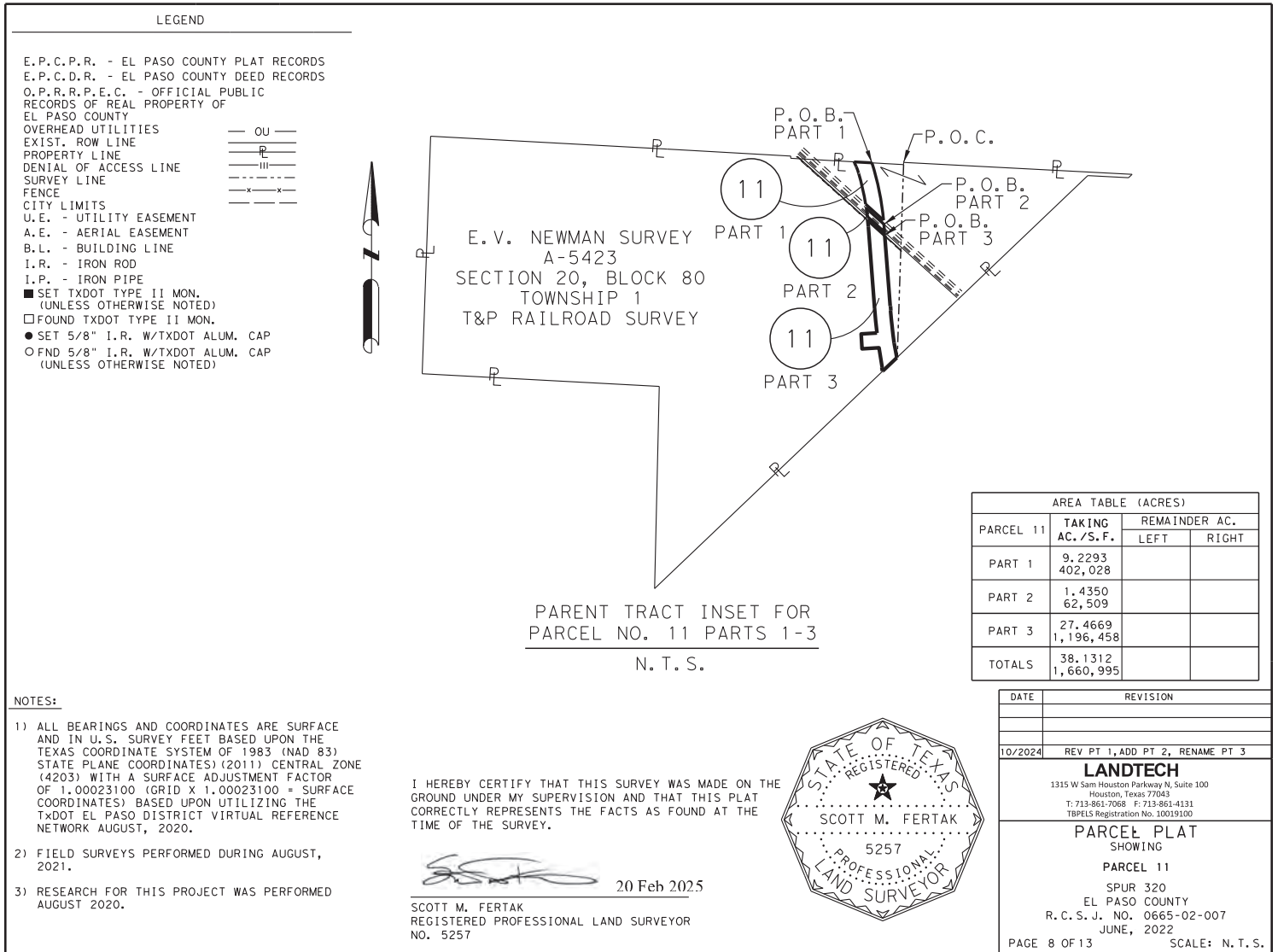
A handwritten signature in black ink, appearing to read "Scott M. Fertak", is written over a horizontal line.

20 Feb 2025

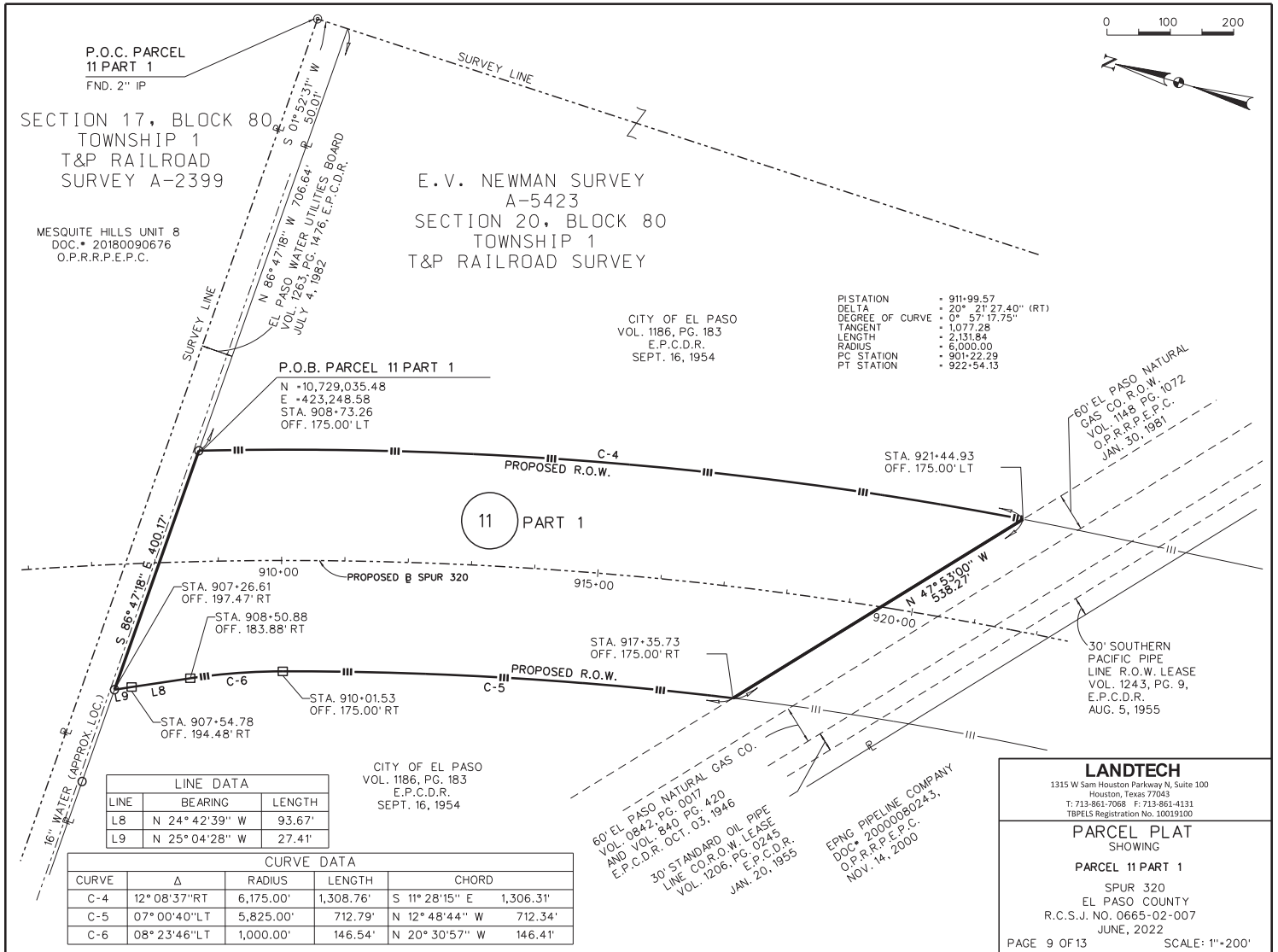
Scott M. Fertak  
Registered Professional Land Surveyor  
No. 5257



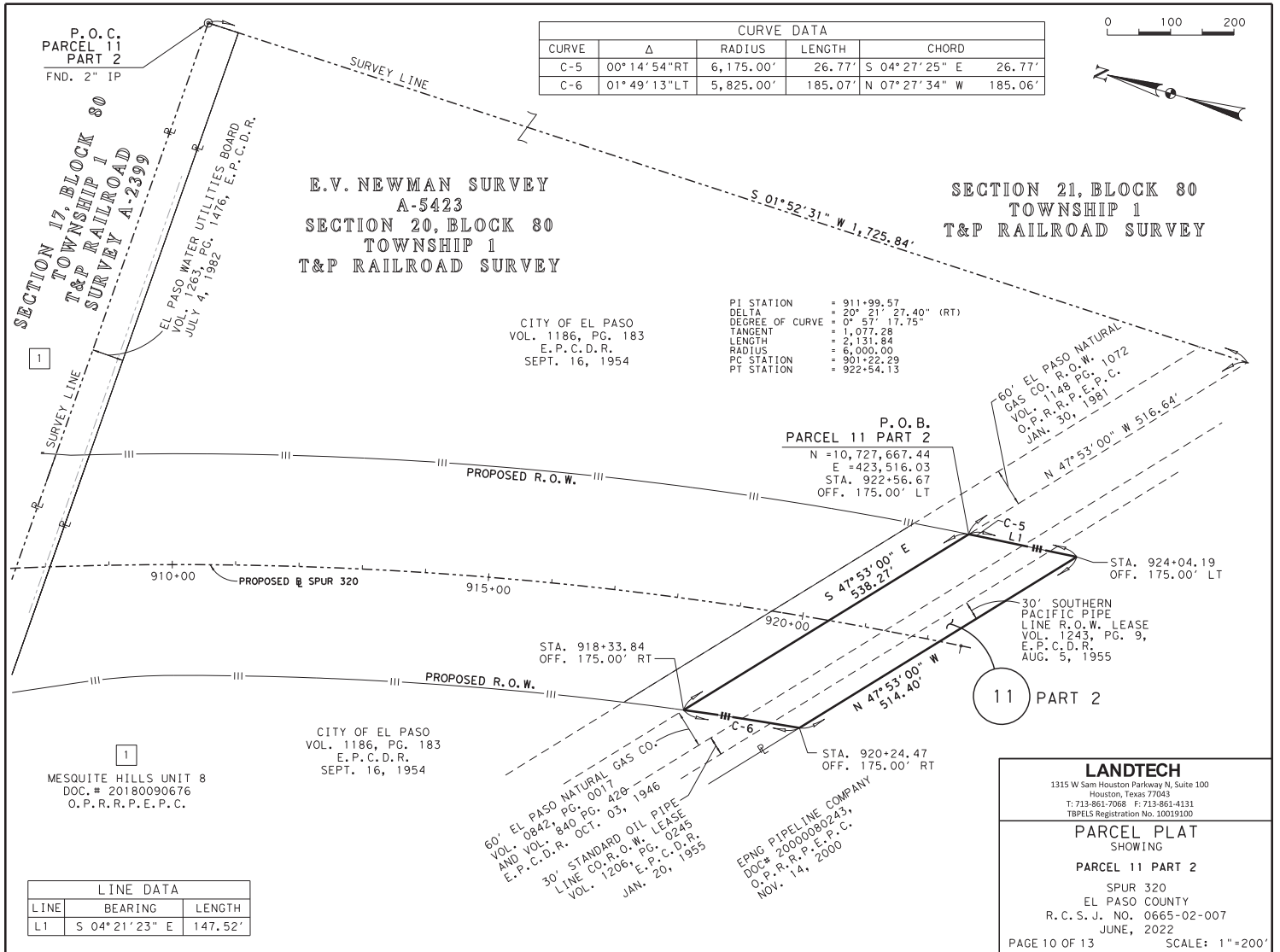
# Exhibit A



# Exhibit A



# Exhibit A



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



# Exhibit A

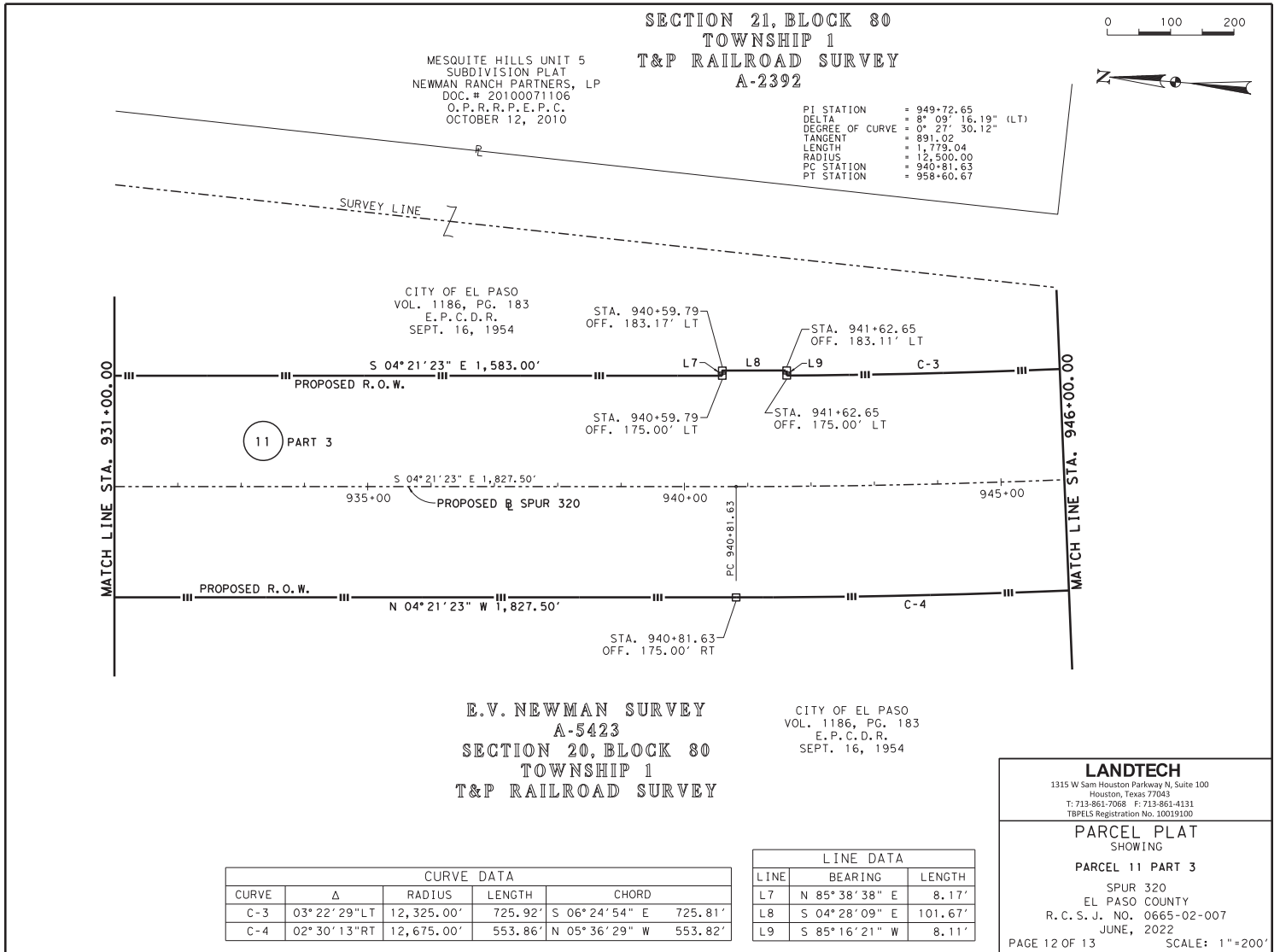
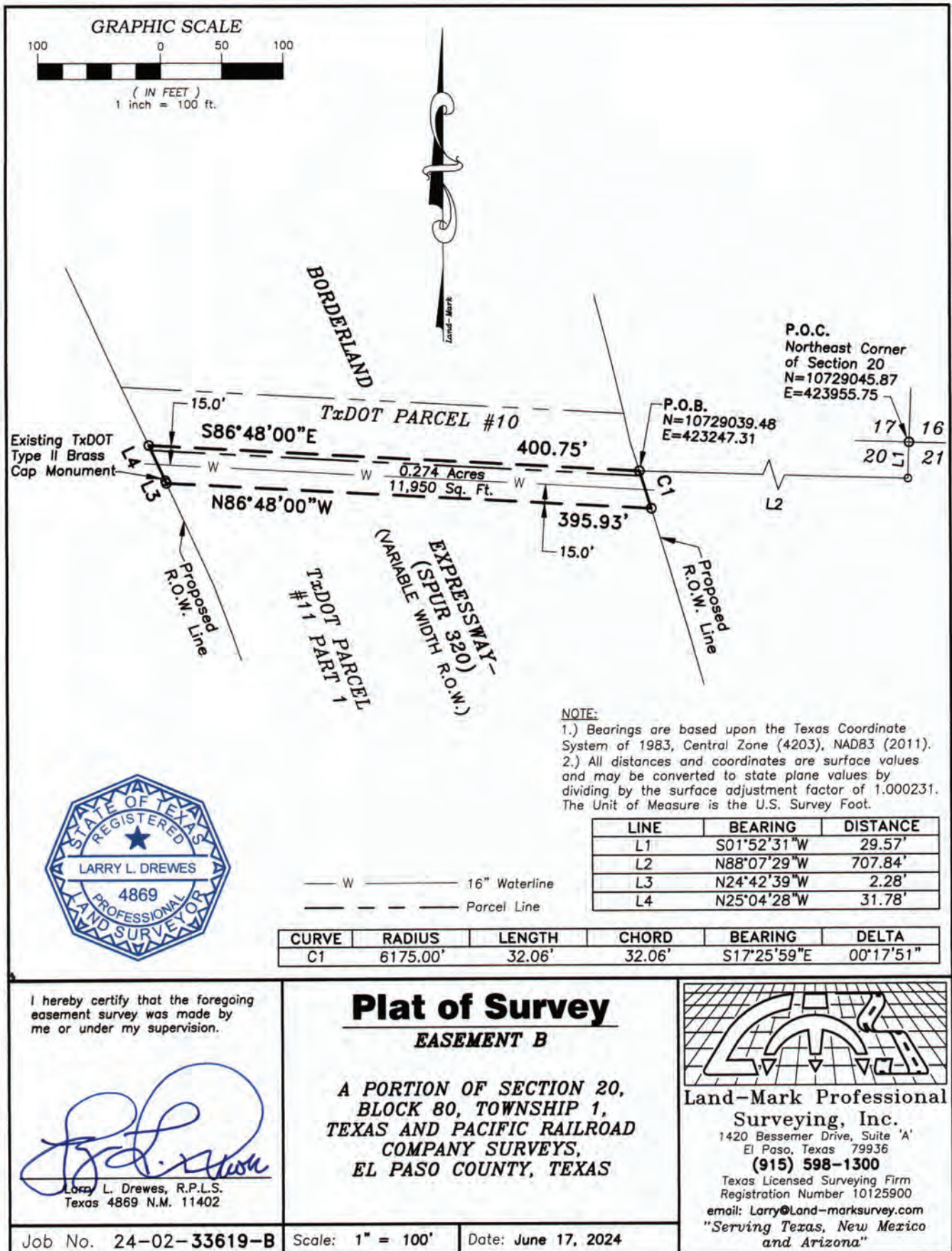




Exhibit A

SAVE AND EXCEPT from the preceding Property Description of Parcel 11 (P00066035), a reservation of a portion of an easement for water and wastewater purposes as set forth hereinafter as Easement B, and a reservation of an easement for water and wastewater purposed as set forth hereinafter as Easement A.









## Land-Mark Professional Surveying, Inc.

*"Serving Texas, New Mexico & Arizona"*

### **METES AND BOUNDS DESCRIPTION** **EASEMENT "B"**

**A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 2-inch iron pipe lying at the northeast corner of Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South  $01^{\circ}52'31''$  West, with the easterly section line of said Section 20, a distance of 29.57 feet to a point; **THENCE**, North  $88^{\circ}07'29''$  West, departing said easterly section line, a distance of 707.84 feet to a point lying in the proposed easterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,729,039.48 feet and E=423,247.31 feet;

**THENCE**, southeasterly with the arc of a curve to the right and with said proposed easterly right-of-way line, a distance of 32.06 feet to a point, for a corner of this parcel; Said curve having a radius of 6175.00, a central angle of  $00^{\circ}17'51''$ , and a chord which bears South  $17^{\circ}25'59''$  East, a distance of 32.06 feet;

**THENCE**, North  $86^{\circ}48'00''$  West, a distance of 395.93 feet to a point lying in the proposed westerly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

**THENCE**, North  $24^{\circ}42'39''$  West, with said proposed westerly right-of-way line, a distance of 2.28 feet to an existing TxDOT Type II brass cap monument, for a corner of this parcel;

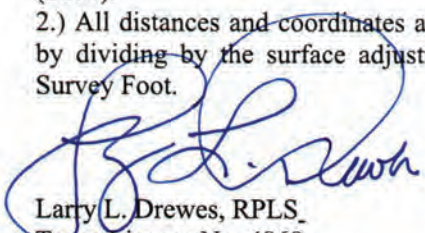
**THENCE**, North  $25^{\circ}04'28''$  West, continuing with said proposed westerly right-of-way line, a distance of 31.78 feet to a point, for a corner of this parcel;

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

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

**Notes:**

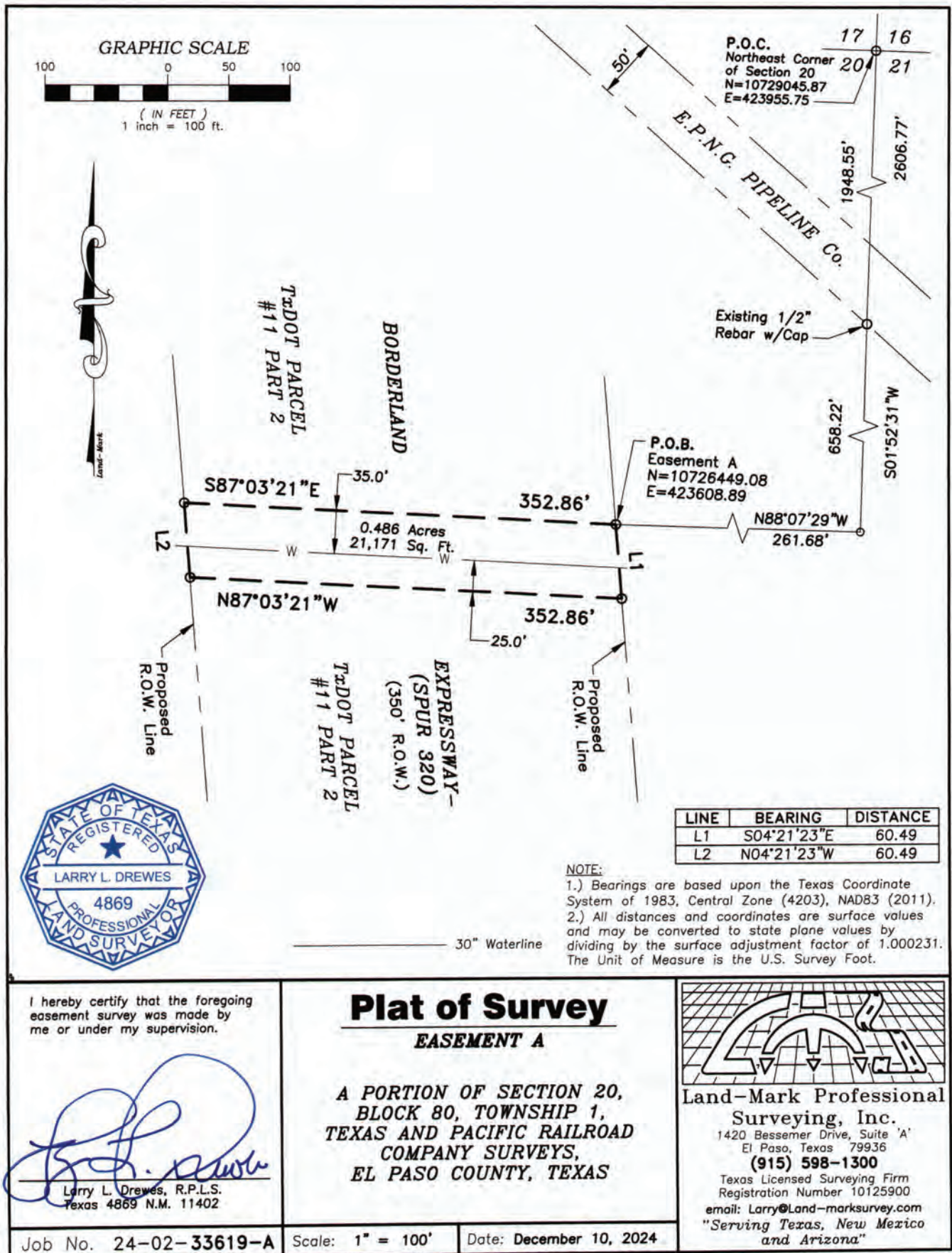
- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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



1420 Bessemer • El Paso, Texas 79936  
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: [Larry@Land-Marksurvey.com](mailto:Larry@Land-Marksurvey.com)









## ***Land-Mark Professional Surveying, Inc.***

*"Serving Texas, New Mexico & Arizona"*

### **METES AND BOUNDS DESCRIPTION** **EASEMENT "A"**

**A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 2-inch iron pipe lying at the northeast corner of Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South  $01^{\circ}52'31''$  West, with said easterly section line, at 1948.55 feet pass an existing 1/2-inch rebar with cap lying in the southwesterly right-of-way line of E.P.N.G. Pipeline Company (50 feet wide) and continuing for a total distance of 2606.77 feet to a point; **THENCE**, North  $88^{\circ}07'29''$  West, departing said easterly section line, a distance of 261.68 feet to the point lying in the proposed easterly right-of-way line of Borderland Expressway (Spur 320 – 350 feet wide) for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of  $N=10,726,449.08$  feet and  $E=423,608.89$  feet;

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

**THENCE**, North  $87^{\circ}03'21''$  West, a distance of 352.86 feet to a point lying in the proposed westerly right-of-way line of Borderland Expressway (Spur 320 – 350 feet wide), for a corner of this parcel;

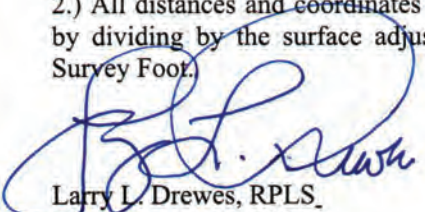
**THENCE**, North  $04^{\circ}21'23''$  West, with said proposed westerly right-of-way line, a distance of 60.49 feet to a point, for a corner of this parcel;

**THENCE**, South  $87^{\circ}03'21''$  East, a distance of 352.86 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.486 Acres (21,171 Square feet) more or less.

Notes:

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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



HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-006  
OWNER: The City of El Paso

**Property Description for  
Parcel 16**

Being 161,236 square feet or 3.7015 acres of land situated in the E. V. Newman Survey, Abstract No. 5424, Section 28, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land known as Parcel 3 as conveyed to The City of El Paso by deed recorded in Volume 810, Page 1577, Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and being more particularly described by metes and bounds as follows:

**COMMENCING**, at a 5/8-inch iron rod found for the common westerly corner of Sections 28 and 33, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys;

**THENCE**, South 88°09'30" East, with the common boundary of Sections 28 and 33, said Block 80, a distance of 651.41 feet to a point on the southeasterly right-of-way line of Railroad Drive, a 120 feet wide right-of-way as described by deed recorded in Volume 1626, Page 267, El Paso County Deed Records (E.P.C.D.R.);

**THENCE**, North 31°31'50" East, with said southeasterly right-of-way line of Railroad Drive, a distance of 777.88 feet to a TxDOT Type II brass cap monument found on the westerly right-of-way line, of said proposed Spur 320, for a westerly corner and **POINT OF BEGINNING** of the herein described parcel and end of a Denial of Access Line, having coordinates of N=10,719,122.43 and E=424,656.94, located 175.00 feet right of proposed Spur 320 Baseline Station 1008+68.70;

1. **THENCE**, North 31°31'50" East, with said southeasterly right-of-way line of Railroad Drive, a distance of 503.48 feet to a TxDOT Type II brass cap monument in concrete found on the easterly right-of-way line of said proposed Spur 320, for the most northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 1005+06.78;

2. **THENCE**, South 12°30'39" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 460.73 feet to a 5/8-inch iron rod with TXDOT aluminum cap found on the common boundary of said City of El Paso tract and the northwesterly right-of-way of a varied width railroad right-of-way as conveyed to El Paso and North East Railroad Company (E.P. & N.E. R.R. Co.) by Article X of the Constitution of the State of Texas, August 15, 1876, currently the Union Pacific Railroad Company (U.P.R.R.), for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 1009+67.51;
3. **THENCE**, South 31°32'24" West, with said northwesterly U.P.R.R. railroad right-of way, a distance of 503.39 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly right-of-way of proposed Spur 320, for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 1013+29.31;
4. **THENCE**, North 12°30'39" West, with said proposed westerly right-of-way line and Denial of Access Line, of said proposed Spur 320, a distance of 460.61 feet to the **POINT OF BEGINNING** and containing 161,236 square feet or 3.7015 acres of land.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

\*Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83 (2010)-West VRS RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

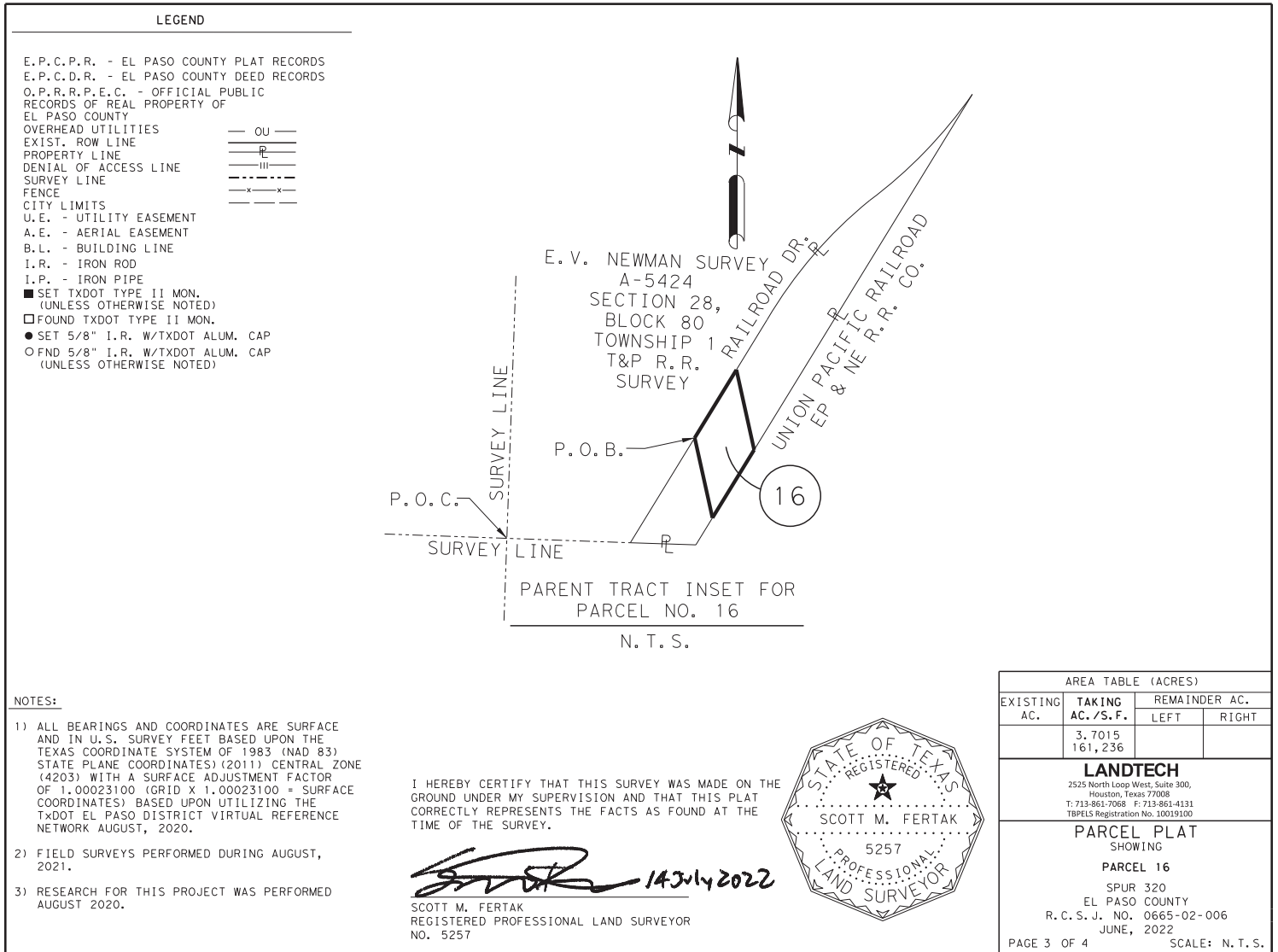
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

14 July 2022

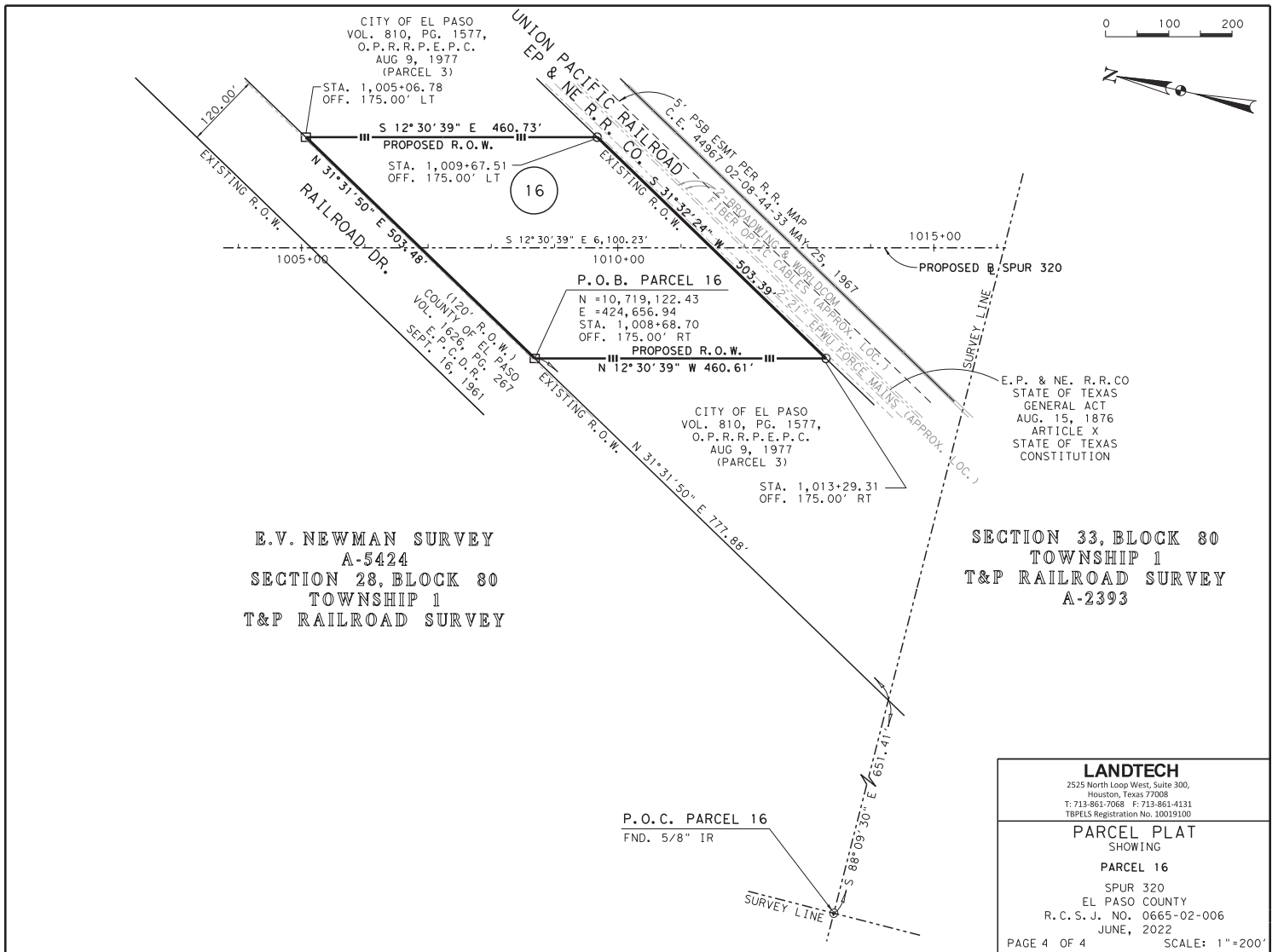
Scott M. Fertak  
Registered Professional Land Surveyor  
No. 5257

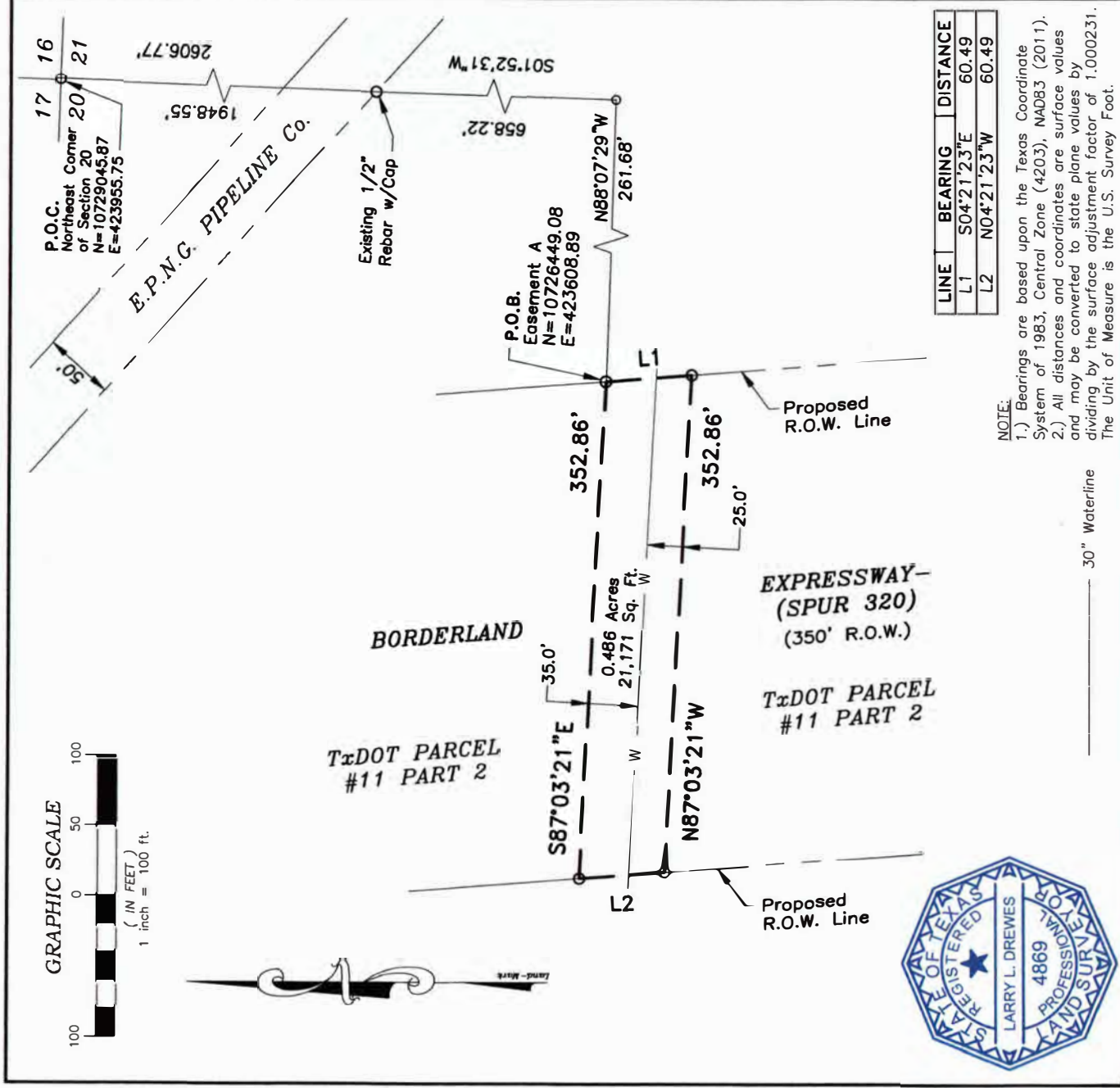


# Exhibit A



# Exhibit A





# Plat of Survey

## EASEMENT A

A PORTION OF SECTION 20,  
BLOCK 80, TOWNSHIP 1,  
TEXAS AND PACIFIC RAILROAD  
COMPANY SURVEYS,  
EL PASO COUNTY, TEXAS

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

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

Job No. 24-02-33619-A Scale: 1" = 100' Date: December 10, 2024

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





## Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

### **METES AND BOUNDS DESCRIPTION**

#### **EASEMENT "A"**

**A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 2-inch iron pipe lying at the northeast corner of Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South  $01^{\circ}52'31''$  West, with said easterly section line, at 1948.55 feet pass an existing 1/2-inch rebar with cap lying in the southwesterly right-of-way line of E.P.N.G. Pipeline Company (50 feet wide) and continuing for a total distance of 2606.77 feet to a point; **THENCE**, North  $88^{\circ}07'29''$  West, departing said easterly section line, a distance of 261.68 feet to the point lying in the proposed easterly right-of-way line of Borderland Expressway (Spur 320 – 350 feet wide) for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,726,449.08 feet and E=423,608.89 feet;

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

**THENCE**, North  $87^{\circ}03'21''$  West, a distance of 352.86 feet to a point lying in the proposed westerly right-of-way line of Borderland Expressway (Spur 320 – 350 feet wide), for a corner of this parcel;

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

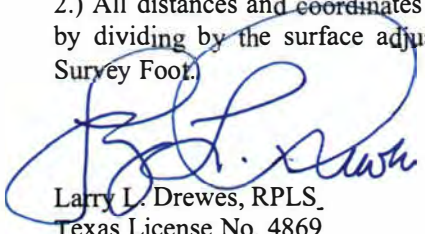
**THENCE**, South  $87^{\circ}03'21''$  East, a distance of 352.86 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.486 Acres (21,171 Square feet) more or less.

#### Notes:

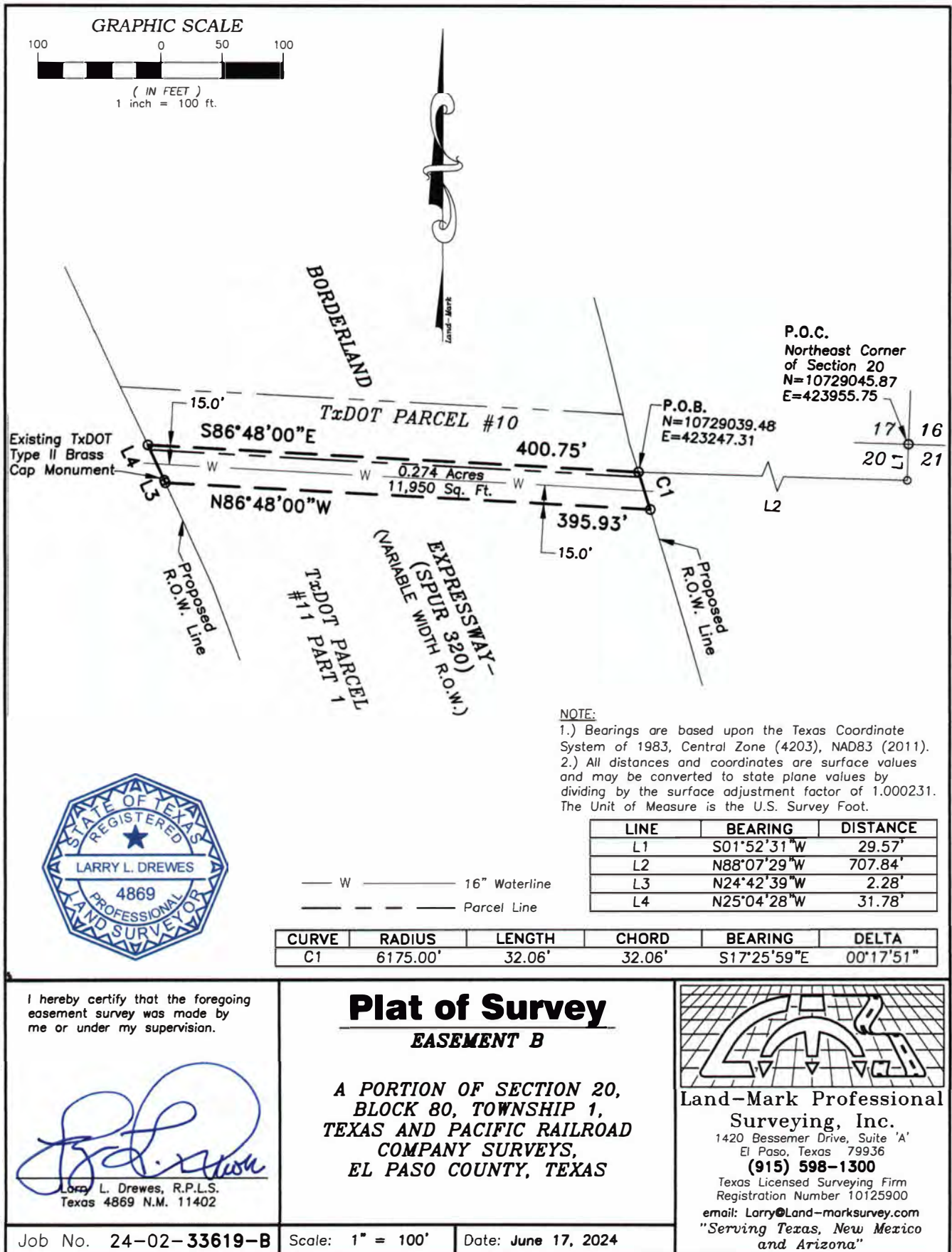
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).

2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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



# Exhibit B





## ***Land-Mark Professional Surveying, Inc.***

*"Serving Texas, New Mexico & Arizona"*

### **METES AND BOUNDS DESCRIPTION** **EASEMENT "B"**

**A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 2-inch iron pipe lying at the northeast corner of Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South  $01^{\circ}52'31''$  West, with the easterly section line of said Section 20, a distance of 29.57 feet to a point; **THENCE**, North  $88^{\circ}07'29''$  West, departing said easterly section line, a distance of 707.84 feet to a point lying in the proposed easterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,729,039.48 feet and E=423,247.31 feet;

**THENCE**, southeasterly with the arc of a curve to the right and with said proposed easterly right-of-way line, a distance of 32.06 feet to a point, for a corner of this parcel; Said curve having a radius of 6175.00, a central angle of  $00^{\circ}17'51''$ , and a chord which bears South  $17^{\circ}25'59''$  East, a distance of 32.06 feet;

**THENCE**, North  $86^{\circ}48'00''$  West, a distance of 395.93 feet to a point lying in the proposed westerly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

**THENCE**, North  $24^{\circ}42'39''$  West, with said proposed westerly right-of-way line, a distance of 2.28 feet to an existing TxDOT Type II brass cap monument, for a corner of this parcel;

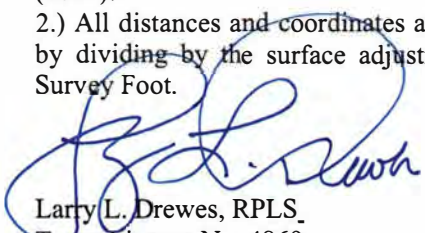
**THENCE**, North  $25^{\circ}04'28''$  West, continuing with said proposed westerly right-of-way line, a distance of 31.78 feet to a point, for a corner of this parcel;

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

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

**Notes:**

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

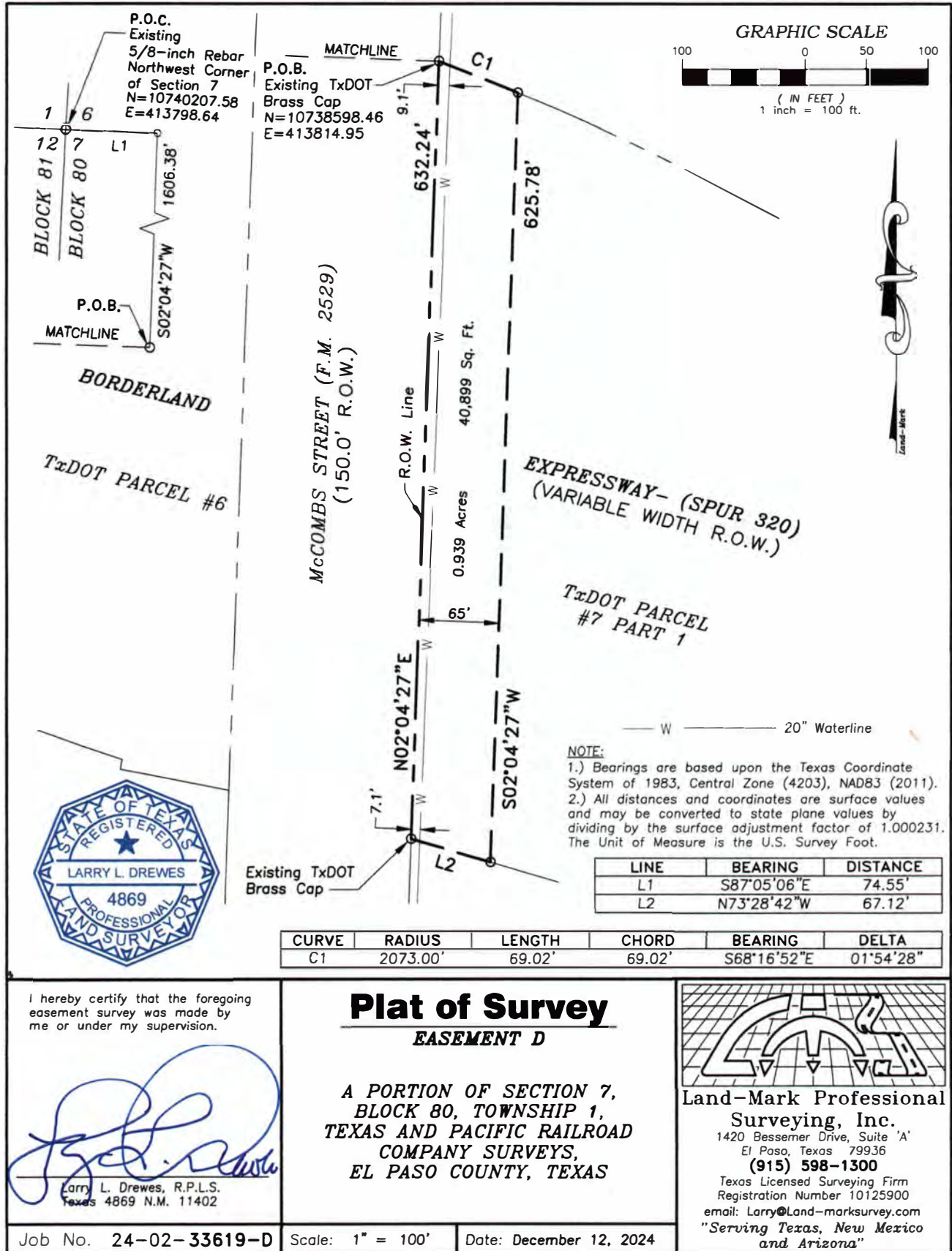
  
Larry L. Drewes, RPLS  
Texas License No. 4869  
Job Number 33619-B  
June 17, 2024

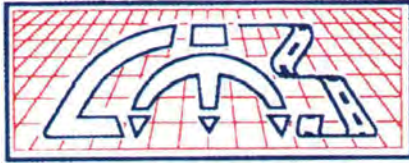


1420 Bessemer • El Paso, Texas 79936  
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: [Larry@Land-Marksurvey.com](mailto:Larry@Land-Marksurvey.com)



# Exhibit B





## ***Land-Mark Professional Surveying, Inc.***

*"Serving Texas, New Mexico & Arizona"*

### **METES AND BOUNDS DESCRIPTION** **EASEMENT "D"**

**A PORTION OF SECTION 7, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at the northwest corner of Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South 87°05'06" East, with the northerly section line of said Section 7, a distance of 74.55 feet to a point lying in the easterly right-of-way line of McCombs Street (F.M. 2529); **THENCE**, South 02°04'27" West, with said easterly right-of-way line, a distance of 1606.38 feet to an existing TxDOT brass cap lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320) for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,738,598.46 feet and E=413,814.95 feet;

**THENCE**, southeasterly with the arc of a curve to the right and with said proposed northeasterly right-of-way line, a distance of 69.02 feet to a point, for a corner of this parcel; Said curve having a radius of 2073.00 feet, a central angle of 01°54'28", and a chord which bears South 68°16'52" East, a distance of 69.02 feet;

**THENCE**, South 02°04'27" West, a distance of 625.78 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

**THENCE**, North 73°28'42" West, with said proposed southwesterly right-of-way line, a distance of 67.12 feet to an existing TxDOT brass cap lying in said easterly right-of-way line of McCombs Street, for a corner of this parcel;

**THENCE**, North 02°04'27" East, with said easterly right-of-way line, a distance of 632.24 feet to the **POINT OF BEGINNING**;

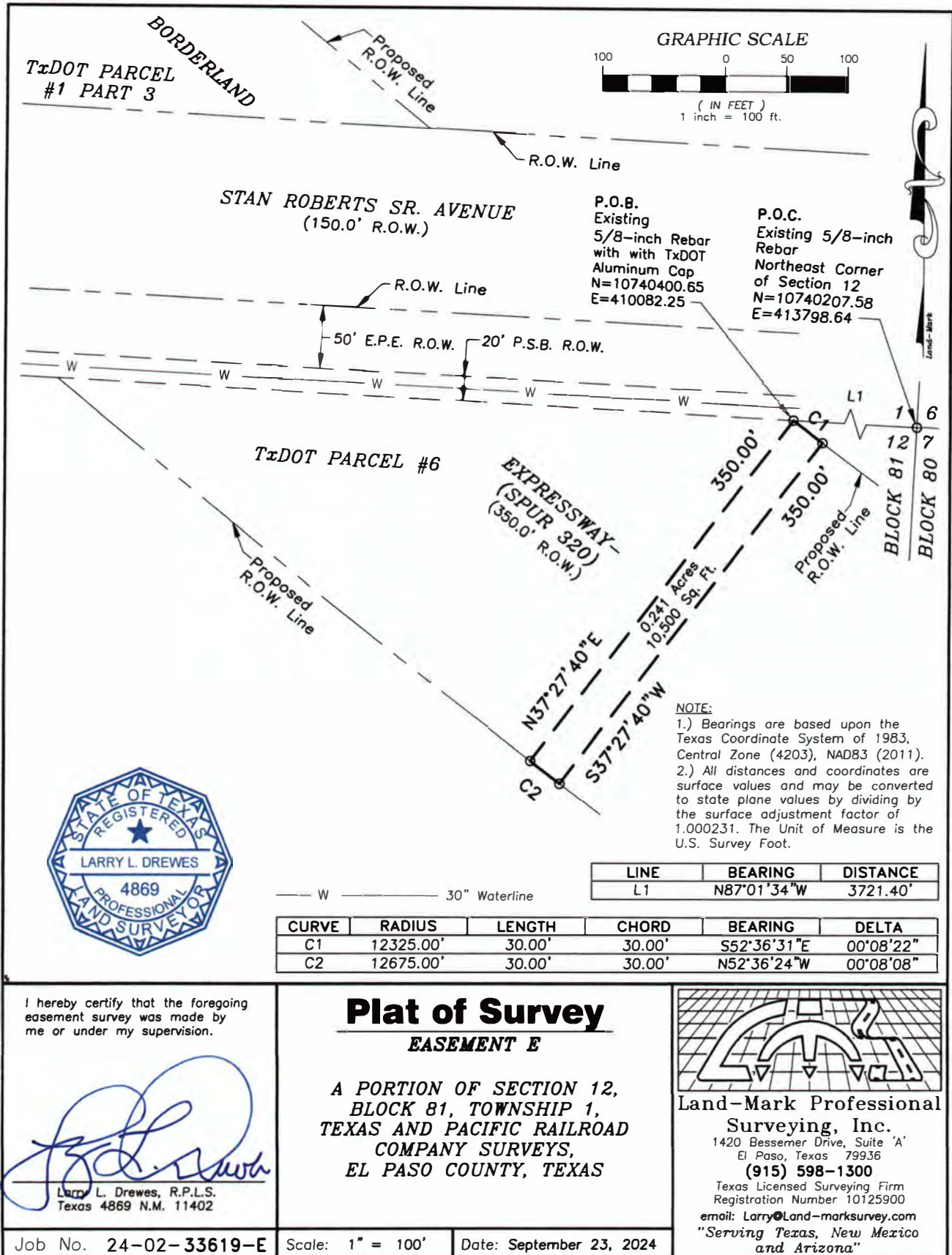
Said parcel contains 0.939 Acres (40,899 Square feet) more or less.

Notes:

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot

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









## ***Land-Mark Professional Surveying, Inc.***

*"Serving Texas, New Mexico & Arizona"*

### **METES AND BOUNDS DESCRIPTION** **EASEMENT "E"**

**A PORTION OF SECTION 12, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 5/8-inch rebar lying at the northeast corner of Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, North  $87^{\circ}01'34''$  West, with the northerly section line of said Section 12, a distance of 3721.40 feet to a point the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of  $N=10,740,400.65$  feet and  $E=410,082.25$  feet;

**THENCE**, southeasterly with the arc of a curve to the left and with said proposed northeasterly right-of-way line, a distance of 30.00 feet to a point, for a corner of this parcel; Said curve having a radius of 12325.00 feet, a central angle of  $00^{\circ}08'22''$ , and a chord which bears South  $52^{\circ}36'31''$  East, a distance of 30.00 feet;

**THENCE**, South  $37^{\circ}27'40''$  West, a distance of 350.00 feet to a point the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

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

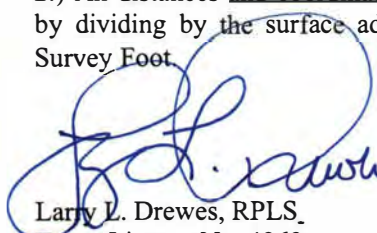
**THENCE**, North  $37^{\circ}27'40''$  East, a distance of 350.00 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.241 Acres (10,500 Square feet) more or less.

Notes:

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

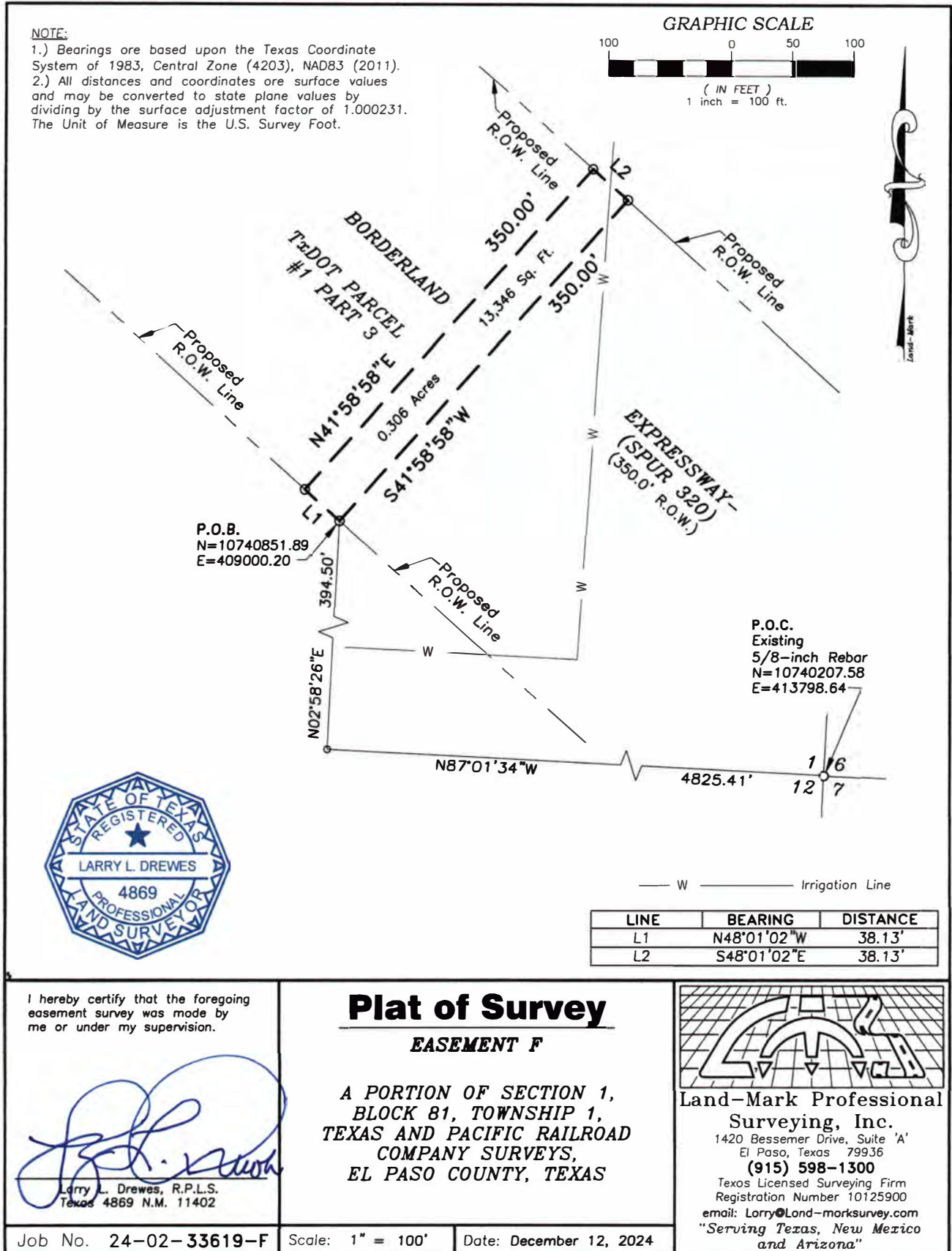
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

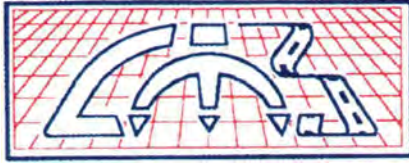
  
Larry L. Drewes, RPLS.  
Texas License No. 4869  
Job Number 33619-E  
September 23, 2024





# Exhibit B





## ***Land-Mark Professional Surveying, Inc.***

*"Serving Texas, New Mexico & Arizona"*

### **METES AND BOUNDS DESCRIPTION**

#### **EASEMENT "F"**

**A PORTION OF SECTION 1, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 5/8-inch rebar lying at the southeast corner of Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, North 87°01'34" West, with said southerly boundary line of said Section 1, a distance of 4825.41 feet to a point; **THENCE** North 02°58'26" East, departing said southerly boundary line, a distance of 394.50 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,740,851.89 feet and E=409000.20 feet;

**THENCE**, North 48°01'02" West, with said proposed southwesterly right-of-way line, a distance of 38.13 feet to a point, for a corner of this parcel;

**THENCE**, North 41°58'58" East, a distance of 350.00 feet to a point lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

**THENCE**, South 48°01'02" East, with said proposed northeasterly right-of-way line, a distance of 38.13 feet to a point, for a corner of this parcel;

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

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

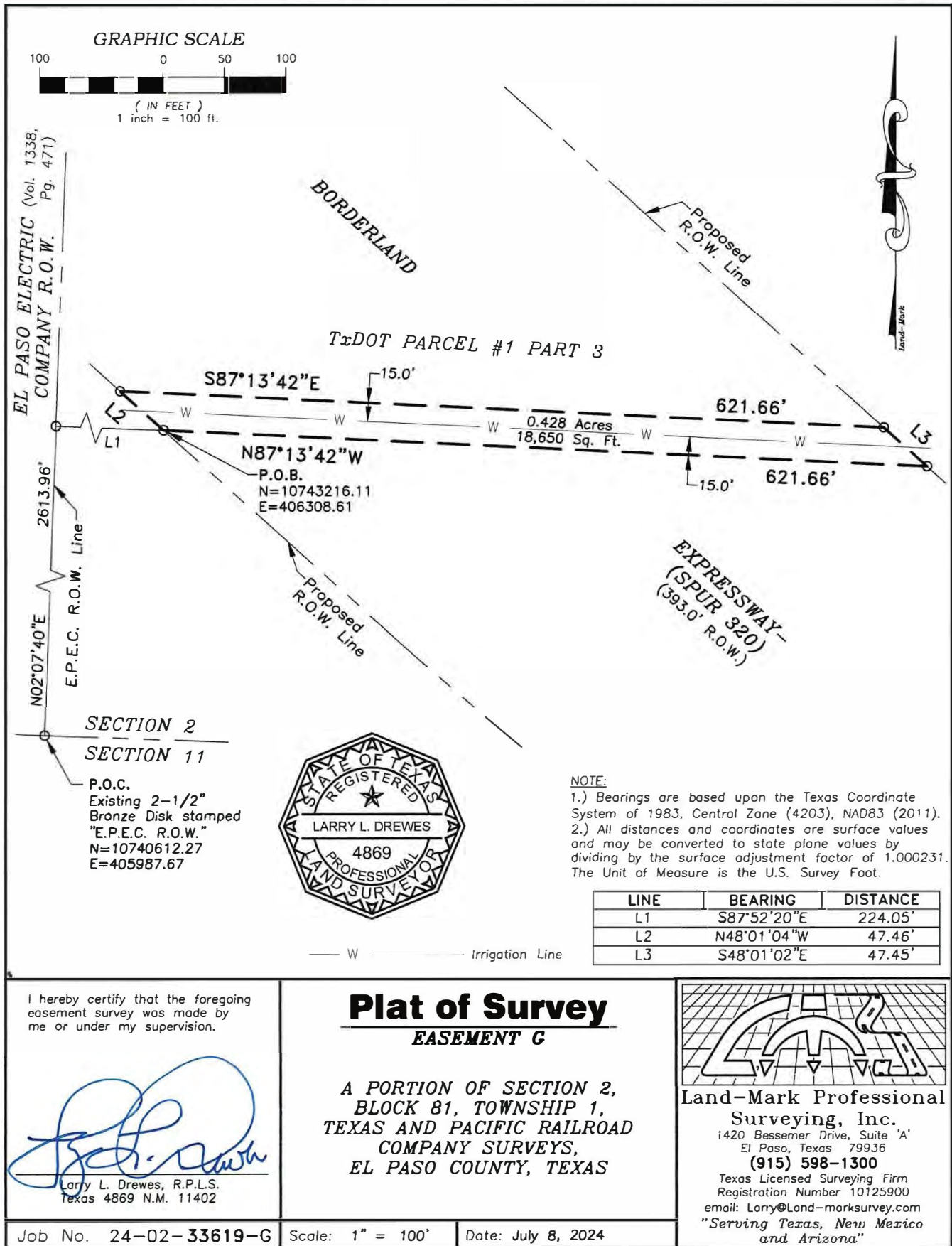
#### Notes:

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

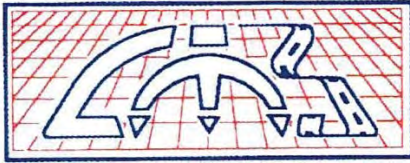
Larry L. Drewes, RPLS  
Texas License No. 4869  
Job Number 33619-F  
December 12, 2024



# Exhibit B







## ***Land-Mark Professional Surveying, Inc.***

*"Serving Texas, New Mexico & Arizona"*

### **METES AND BOUNDS DESCRIPTION**

#### **EASEMENT "G"**

**A PORTION OF SECTION 2, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 2-1/2 inch Bronze Disk stamped "E.P.E.C. R.O.W." lying in the common section line of Sections 2 and 11, Block 81, Township 1 and lying in the easterly right-of-way line of El Paso Electric Company (E.P.E.C.), as recorded in Volume 1338, Page 471, Official Records of El Paso County, Texas; **THENCE**, North 02°07'40" East, with the easterly E.P.E.C right-of-way line, a distance of 2613.96 feet to a point; **THENCE** South 87°52'20" East, departing said easterly right-of-way line, a distance of 224.05 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,743,216.11 feet and E=406,308.61 feet;

**THENCE**, North 48°01'04" West, with said proposed southwesterly right-of-way line, a distance of 47.46 feet to a point, for a corner of this parcel;

**THENCE**, South 87°13'42" East, a distance of 621.66 feet to a point lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

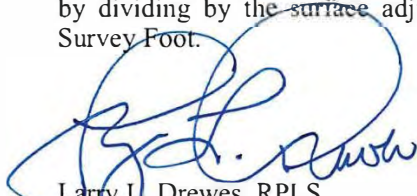
**THENCE**, South 48°01'02" East, with said proposed northeasterly right-of-way line, a distance of 47.45 feet to a point, for a corner of this parcel;

**THENCE**, North 87°13'42" West, a distance of 621.66 feet to the **POINT OF BEGINNING**;

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

#### Notes:

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

  
Larry L. Drewes, RPLS  
Texas License No. 4869  
Job Number 33619-G  
July 8, 2024



1420 Bessemer • El Paso, Texas 79936

Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: [Larry@Land-Marksurvey.com](mailto:Larry@Land-Marksurvey.com)





## Land - Mark Professional Surveying Inc.

"Serving Texas, New Mexico and Arizona"

### **METES AND BOUNDS DESCRIPTION**

#### **EASEMENT "H"**

**A PORTION OF SECTION 2, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING**, for reference, at an existing 2-1/2 inch Bronze Disk stamped "E.P.E.C. R.O.W." lying in the common section line of Sections 2 and 11, Block 81, Township 1, Texas and Pacific Railroad Company Surveys and lying in the easterly right-of-way line of El Paso Electric Company (E.P.E.C.), as recorded in Volume 1338, Page 471, Official Records of El Paso County, Texas; **THENCE**, North 02°07'40" East, with said easterly right-of-way line, a distance of 2800.98 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320) for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,743,411.32 feet and E=406,091.66 feet;

**THENCE**, North 02°07'40" East, with said easterly right-of-way line, a distance of 511.95 feet to a point lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

**THENCE**, South 48°01'02" East, with said proposed northeasterly right-of-way line, a distance of 52.11 feet to a point, for a corner of this parcel;

**THENCE**, South 02°07'40" West, a distance of 511.94 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

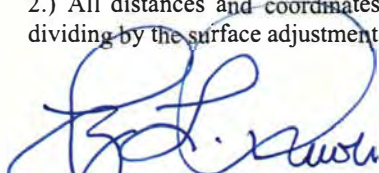
**THENCE**, North 48°01'04" West, with said proposed southwesterly right-of-way line, a distance of 48.60 feet to a point, for a corner of this parcel;

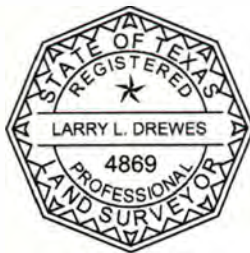
**THENCE**, northwesterly with the arc of a curve to the left and continuing with said proposed southwesterly right-of-way line, a distance of 3.50 feet to the **POINT OF BEGINNING**; Said curve having a radius of 868.00 feet, a central angle of 00°13'52", and a chord which bears North 48°08'00" West,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

Said parcel contains 0.470 Acres (20,478 Square feet) more or less.

#### Notes:

- 1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
- 2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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

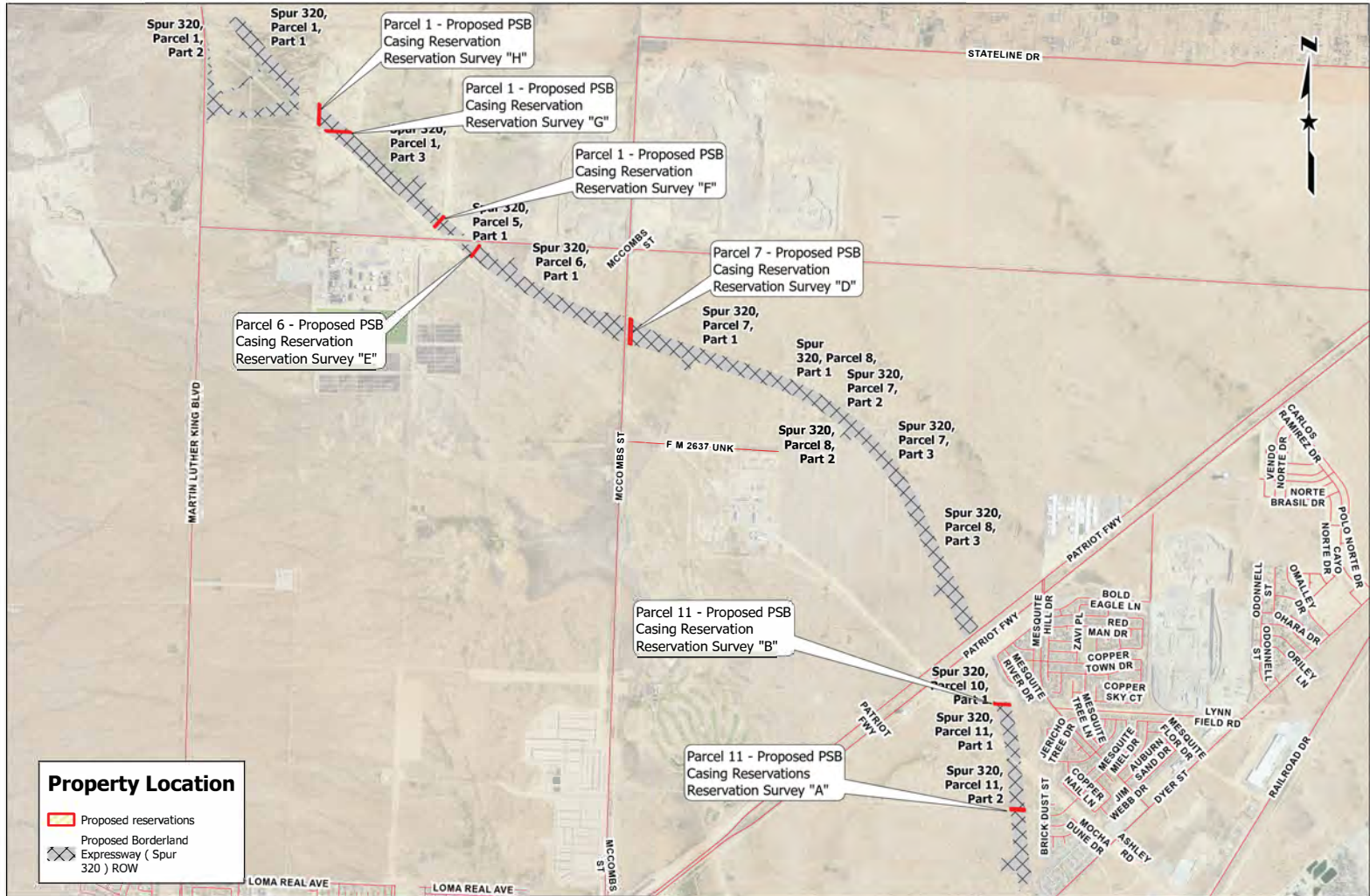


1420 Bessemer • El Paso, Texas 79936

Tel. (915) 598-1300 • Fax (915) 598-1221 • E-mail address: Land-marksurvey.com



# Exhibit B







September 6, 2023

File No.: 2128677

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**

Thank you for your business.

Sincerely,  
Stewart Title Company

Ron Rush

**Stewart Title Company**  
415 North Mesa Street  
El Paso, TX 79901  
(915) 225-8200 main (915) 225-8290 fax  
Ron.Rush@stewart.com



## COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.**

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.


This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

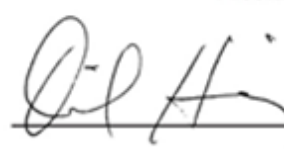
In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

  
Authorized Countersignature

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



  
Frederick H. Eppinger  
President and CEO

  
David Hisey  
Secretary

## **CONDITIONS AND STIPULATIONS**

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

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

**STEWART TITLE GUARANTY COMPANY**

**IMPORTANT INFORMATION**

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

1-800-729-1902

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

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

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

**AVISO IMPORTANTE**

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

|                   |   |
|-------------------|---|
| File No.: 2128677 | Effective Date:<br>September 21, 2023 at 8:00AM |
| CLOSER: Ron Rush  | Issued:<br>September 29, 2023 10:43AM           |

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED: State of Texas Department of Transportation
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured  
mortgage, except a successor who is an obligor under the provisions of Section 12(c) of  
the Conditions.  
Proposed Borrower: State of Texas Department of Transportation
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER:  
Policy Amount: \$  
PROPOSED INSURED:

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

FEE SIMPLE

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

City of El Paso

4. Legal description of land:

See Exhibit "A" Attached Hereto

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 2128677

Being a total of 3,485,375 square feet or 80.0133 acres of land situated in the E. V. Newman Survey, Abstract No. 10017, Section 2, Block 81, Township 1, Texas and Pacific Railroad Company Survey and Abstract No. 2379, Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas; said 3,485,375 square feet or 80.0133 acres of land being more particularly described by metes and bounds on attached Exhibit "A".

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.



# COMMITMENT FOR TITLE INSURANCE

## EXHIBIT "A"

### LEGAL DESCRIPTION

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 1

Page 1 of 20

TXDOTCONNECT Parcel No. P00066025.001, .002 and .003

HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-007  
OWNER: The City of El Paso

#### Property Description for Parcel 1

Being a total of 3,485,375 square feet or 80.0133 acres of land, situated in the E.V. Newman Survey, Abstract No. 10017, Section 2, Block 81, Township 1, and Texas and Pacific Railroad Company Survey, and Abstract No. 2379, Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a called 3,200 acre tract of land conveyed to The City of El Paso by deed recorded in Volume 1242, Page 231, El Paso County Deed Records (E.P.C.D.R.) and by Condemnation Suit No. 16526 dated July 31, 1954 and being more particularly described by metes and bounds in three (3) parts as follows:

#### Part 1:

Being 949,632 square feet or 21.8006 acres of land, situated in said E.V. Newman Survey, Section 2 Block 81, Township 1, Texas and Pacific Railroad Company Surveys.

**COMMENCING**, on the Texas/New Mexico state line, at the common northerly corner of Section 2, and Section 3, said Block 81, Township 1, from which a City of El Paso brass cap monument bears South 87°21'16" East 0.22 feet;

**THENCE**, South 87°07'50" East, with the Texas/New Mexico state line and north boundary line of Section 2 and said City of El Paso tract, a distance of 455.19 feet to a TxDOT Type II brass cap monument found on the southwesterly right-of-way line of the proposed Spur 320 for the end of a curve to the right and end of Denial of Access Line for the most westerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,746,075.83, and E=403,766.10, located 175.00 feet right of proposed Spur 320 Baseline Station 640+30.73;

1. **THENCE**, South 87°07'50" East, continuing with said state line, the north line of Section 2 Block 81, and said City of El Paso tract, a distance of 440.53 feet to a TxDOT Type II monument found on the northeasterly right-of-way line of the proposed Spur 320, the beginning point of a curve to the left and Denial of Access Line, for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 642+98.27;

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 1

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TXDOT/CONNECT Parcel No. P00066025.001, .002 and .003

2. **THENCE**, with said proposed northeasterly right-of-way line and Denial of Access Line, said curve to the left, having a radius of 12,325.00 feet, an arc length of 2,181.57 feet, a central angle of 10 degrees 08 minutes 30 seconds, and a chord which bears South 40°12'39" East, a distance of 2,178.72, to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary line of said City of El Paso tract and a right-of-way conveyed to the El Paso Electric Company by deed recorded in Volume 1226, Page 532, Official Public Records of Real property of El Paso County, (O.P.R.R.P.E.P.C.), for a southeasterly corner of the herein described parcel and end of Denial of Access line, located 175.00 feet left of proposed Spur 320 Baseline Station 665+10.82;
3. **THENCE**, South 2°07'40" West, with said common boundary line, a distance of 686.72 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly right-of-way line of the proposed Spur 320 same being the northerly boundary line of a right-of-way conveyed to EPNG Pipeline Company by deed recorded in Document No. 20000080243 O.P.R.R.P.E.P.C., for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 338.98 feet right of proposed Spur 320 Baseline Station 669+63.39;
4. **THENCE**, North 47°53'32" West, with the said northerly boundary of said EPNG Pipeline Company right-of-way, a distance of 409.91 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the beginning of a curve to the right for a corner of the herein described parcel, located 349.36 feet right of proposed Spur 320 Baseline Station 665+64.58;
5. **THENCE**, with said proposed right-of-way and Denial of Access Line and said curve to the right, having a radius of 1,572.00 feet, an arc length of 95.14 feet, a central angle of 03 degrees 28 minutes 03 seconds, and a chord which bears North 84°40'06" East, a distance of 95.12 feet, to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 276.85 feet right of proposed Spur 320 Baseline Station 666+24.64;
6. **THENCE**, North 10°27'53" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 122.69 feet to a TxDOT Type II brass cap monument found and beginning of a curve to the right, for a corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 665+57.45;
7. **THENCE**, with said proposed right-of-way and Denial of Access Line and said curve to the right, having a radius of 12,675.00 feet, an arc length of 918.76 feet, a central angle of 04 degrees 09 minutes 11 seconds, and a chord which bears North 43°25'07" West, a distance of 918.56 feet, to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 656+51.37;

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

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STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021  
Parcel 1  
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TXDOTCONNECT Parcel No. P00066025.001, .002 and .003

8. **THENCE**, North 86°11'25" West, continuing with said right-of-way and Denial of Access Line, a distance of 42.32 feet to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 204.88 feet right of proposed Spur 320 Baseline Station 656+21.86;
9. **THENCE**, South 48°57'36" West, continuing with said right-of-way and Denial of Access Line, a distance of 221.52 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly boundary line of said EPNG Pipeline Company right-of-way and end of said Denial of Access Line for a corner of the herein described parcel, located 426.39 feet right of proposed Spur 320 Baseline Station 656+21.23;
10. **THENCE**, North 47°53'32" West, with the north boundary line of said EPNG Pipeline Company right-of-way, a distance of 74.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly right-of-way line of the proposed Spur 320 and beginning of a Denial of Access Line, for a corner of the herein described parcel, located 435.28 feet right of proposed Spur 320 Baseline Station 655+49.70;
11. **THENCE**, North 48°57'36" East, with said proposed right-of-way line and Denial of Access Line, a distance of 230.41 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 204.88 feet right of proposed Spur 320 Baseline Station 655+49.05;
12. **THENCE**, North 04°06'44" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 42.32 feet to a found TxDOT Type II brass cap monument found and beginning point of a curve to the right for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 655+19.53;
13. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the right, having a radius of 12,675.00 feet, an arc length of 1,276.33 feet, a central angle of 05 degrees 46 minutes 10 seconds, and a chord which bears North 37°51'11" West, a distance of 1,275.79 feet, to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 642+60.82;
14. **THENCE**, North 34°40'56" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 126.60 feet to a TxDOT Type II brass cap monument found for the beginning point of a curve to the right for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 641+35.97;

**COMMITMENT FOR TITLE INSURANCE  
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Exhibit

August, 2021

Parcel 1

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TXDOTCONNECT Parcel No. P00066025.001, .002 and .003

15. **THENCE**, with said proposed right-of-way of the proposed Spur 320 and Denial of Access Line, said curve to the right, having a radius of 12,675.00 feet, an arc length of 106.72 feet, a central angle of 00 degrees 28 minutes 57 seconds, and a chord which bears North 34°09'17" West, a distance of 106.72 feet, to the **POINT OF BEGINNING** and containing 949,632 square feet or 21.8006 acres of land.

**Part 2:**

Being 768,206 square feet or 17.6356 acres of land, situated in said E.V. Newman Survey, Section 2, Block 81, Township 1, Texas and Pacific Railroad Company Surveys.

**COMMENCING**, on the Texas/New Mexico state line, at the common northerly corner of Section 2 and 3, said Block 81, Township 1, from which a City of El Paso brass cap monument bears South 87°21'16" East 0.22 feet;

**THENCE**, South 02°04'15" West, with the common boundary line of Section 2, and Section 3, said Block 81, a distance of 2,780.02 feet to a point;

**THENCE**, South 87°55'45" East, a distance of 105.63 feet to a TxDOT Type II brass cap monument found on the east right-of-way of said State Highway F.M. 3255 a varied width right of way as described in deed recorded in Volume 585, Page 76 and Volume 694, Page 451, E.P.C.D.R. and westerly boundary of said City of El Paso tract recorded in Volume 1242, Page 231 E.P.C.D.R., for the most southerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,743,316.60 and E=403,316.58, located 2,229.36 feet right of proposed Spur 320 Baseline Station 657+66.71;

1. **THENCE**, North 01°05'11" East, with the common boundary of said State Highway F.M. 3255 right-of-way and said City of El Paso tract, a distance of 1,678.19 feet to a point and beginning of a curve to the left, for a westerly corner of the herein described parcel;
2. **THENCE**, continuing with said common boundary and curve to the left, having a radius of 7,719.50 feet, an arc length of 397.79 feet, a central angle of 02 degrees 57 minutes 09 seconds, and a chord which bears North 00°23'23" West, a distance of 397.75 feet, to a point for a westerly corner of the herein described parcel;
3. **THENCE**, North 01°16'43" East, continuing with said common boundary, a distance of 89.73 feet to a 60D nail found on the proposed right-of-way of Spur 320 right-of-way and beginning of a Denial of Access Line, for the most northerly corner of the herein described parcel located 856.10 feet right of proposed Spur 320 Baseline Station 642+73.53;

# COMMITMENT FOR TITLE INSURANCE

## EXHIBIT "A"

### LEGAL DESCRIPTION

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STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 1

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TXDOTCONNECT Parcel No. P00066025.001, .002 and .003

4. **THENCE**, South 07°27'53" East, with said proposed right-of-way and Denial of Access Line, a distance of 172.65 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 936.86 feet right of proposed Spur 320 Baseline Station 644+15.92;
5. **THENCE**, South 07°27'54" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 1052.03 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 1,465.04 feet right of proposed Spur 320 Baseline Station 652+46.31;
6. **THENCE**, South 53°24'37" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 78.91 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 1,446.26 feet right of proposed Spur 320 Baseline Station 653+14.97;
7. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the left and, having a radius of 1,463.00 feet, an arc length of 894.00 feet, a central angle of 35 degrees 00 minutes 43 seconds, and a chord which bears North 66°27'58" East, a distance of 880.16 feet, to a 60D nail found for a corner of the herein described parcel, located 603.65 feet right of proposed Spur 320 Baseline Station 655+50.16;
8. **THENCE**, North 48°57'36" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 118.01 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly boundary line of a right-of-way conveyed to EPNG Pipeline Company by Document No. 20000080243 recorded in the Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and end of said Denial of Access Line, for a corner of the herein described parcel located 485.64 feet right of proposed Spur 320 Baseline Station 655+49.84;
9. **THENCE**, South 47°53'32" East, with the southwesterly boundary said EPNG Pipeline Company right-of-way, a distance of 74.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the proposed Spur 320 right-of-way and beginning of a Denial of Access Line, for a corner of the herein described parcel, located 476.75 feet right of proposed Spur 320 Baseline Station 656+21.09;
10. **THENCE**, South 48°57'36" West, with said proposed right-of-way and Denial of Access Line, a distance of 126.90 feet to a TxDOT Type II brass cap monument found and the beginning of a curve to the right, for a corner of the herein described parcel, located 603.65 feet right of proposed Spur 320 Baseline Station 656+20.75;

# COMMITMENT FOR TITLE INSURANCE

## EXHIBIT "A"

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Exhibit

August, 2021

Parcel 1

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TXDOTCONNECT Parcel No. P00066025.001, .002 and .003

11. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the right having a radius of 1,537.00 feet, an arc length of 930.10 feet, a central angle of 34 degrees 40 minutes 19 seconds, and a chord which bears South 66°17'46" West, a distance of 915.98 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 1,479.96 feet right of proposed Spur 320 Baseline Station 653+74.48;
12. **THENCE**, South 30°36'55" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 82.16 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 1,557.52 feet right of proposed Spur 320 Baseline Station 653+98.64;
13. **THENCE**, continuing with said right-of-way and Denial of Access Line, said curve to the left having a radius of 918.00 feet, an arc length of 1,173.13 feet, a central angle of 73 degrees 13 minutes 09 seconds, and a chord which bears South 73°39'10" East, a distance of 1,094.92 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 984.66 feet right of proposed Spur 320 Baseline Station 662+45.96;
14. **THENCE**, North 69°44'16" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 358.37 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right, for a corner of the herein described parcel, located 657.57 feet right of proposed Spur 320 Baseline Station 663+83.38;
15. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the right having a radius of 1,572.00 feet, an arc length of 297.14 feet, a central angle of 10 degrees 49 minutes 48 seconds, and a chord which bears North 75°09'10" East, a distance of 296.69 feet to a 5/8-inch iron rod with TxDOT aluminum cap found of-way, for a corner of the herein described parcel and end of said Denial of Access Line, on the westerly line of said EPNG Pipeline Company Tract, located 401.09 feet right of proposed Spur 320 Baseline Station 665+26.47;
16. **THENCE**, South 47°53'32" East, with the southwesterly boundary of said EPNG Pipeline Company right-of-way, a distance of 493.26 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly line of an El Paso Electric Company (EPEC) right-of-way as recorded in Volume 1226, Page 0532, O.P.R.R.P.E.P.C., Dec. 17 1981, for the most easterly corner of the herein described parcel, located 388.66 feet right of proposed Spur 320 Baseline Station 670+04.50;
17. **THENCE**, South 02°07'40" West, along the common line of said City of El Paso and EPEC right-of-way a distance of 9.63 feet to a 5/8-inch iron rod with TxDOT aluminum cap set on the proposed right-of-way and beginning of a curve to the left and Denial of Access Line of said right-of-way, located 396.00 feet right of proposed Spur 320 Baseline Station 670+10.54;

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 1

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TXDOTCONNECT Parcel No. P00066025.001, .002 and .003-

18. **THENCE**, with said proposed Spur 320 right-of-way and Denial of Access Line, said curve to the left having a radius of 868.00 feet, an arc length of 129.87 feet, a central angle of 08 degrees 34 minutes 21 seconds, and a chord which bears North 89°36'44" West, a distance of 129.75 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 483.24 feet right of proposed Spur 320 Baseline Station 669+17.77;
19. **THENCE**, South 87°25'00" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 521.95 feet to a TxDOT Type II brass cap monument found, for a corner of the herein described parcel, located 860.14 feet right of proposed Spur 320 Baseline Station 665+75.05;
20. **THENCE**, South 86°54'02" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 598.99 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right, for a corner of the herein described parcel, located 1,307.86 feet right of proposed Spur 320 Baseline Station 662+08.82;
21. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the right having a radius of 1,052.38 feet, an arc length of 606.21 feet, a central angle of 33 degrees 00 minutes 16 seconds, and a chord which bears North 79°02'49" West, a distance of 597.86 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 1,660.49 feet right of proposed Spur 320 Baseline Station 657+77.21;
22. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the left having a radius of 480.00 feet, an arc length of 493.86 feet, a central angle of 58 degrees 57 minutes 02 seconds, and a chord which bears South 59°45'20" West, a distance of 472.37 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 2,123.40 feet right of proposed Spur 320 Baseline Station 656+95.50;
23. **THENCE** South 10°01'09" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 134.97 feet to the **POINT OF BEGINNING** and end of said Denial of Access Line, containing 768,206 square feet or 17.6356 acres of land.

**Part 3:**

Being 1,767,537 square feet or 40.5771 acres of land, situated in said E.V. Newman Survey, Section 2 Block 81, Township 1 and Section 1, said Block 81, Township 1, Texas and Pacific Railroad Company Surveys.



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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 1

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TXDOTCONNECT Parcel No. P00066025.001, .002 and .003

**COMMENCING**, at a 2-1/2-inch diameter bronze disk stamped "E.P.E.C. R.O.W" found on the common boundary of said Sections 2 and 11, Block 81, said Township 1, on the east boundary line of a tract of land and right-of-way conveyed to El Paso Electric Company (E.P.E.C.) by deed recorded in Volume 1338, Page 471, E.P.C.D.R.;

**THENCE**, North 02°07'40" East, with the east boundary of said E.P.E.C. right-of-way, a distance of 2,800.98 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way of the proposed Spur 320 and end of a curve to the left for the most westerly corner and **POINT OF BEGINNING** of the herein described parcel and end of a Denial of Access Line, having coordinates of N=10,743,411.32 and E=406,091.66, located 218.01 feet right of proposed Spur 320 Baseline Station 675+30.07;

1. **THENCE**, North 02°07'40" East, with the east boundary of said E.P.E.C. right-of-way, a distance of 511.95 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northeasterly right-of-way line of the proposed Spur 320 and beginning of a Denial of Access line for the most northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 672+01.98;
2. **THENCE**, South 48°01'02" East, with the proposed right-of-way line of said proposed Spur 320 and Denial of Access line, a distance of 3,000.31 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 702+02.30;
3. **THENCE**, North 41°52'03" East, with said proposed right-of-way and Denial of Access line, a distance of 321.87 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 496.87 feet left of proposed Spur 320 Baseline Station 702+01.65;
4. **THENCE**, South 48°07'57" East, continuing with said proposed right-of-way and Denial of Access line, a distance of 311.00 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 497.50 feet left of proposed Spur 320 Baseline Station 705+12.65.
5. **THENCE**, South 41°52'03" West, continuing with said proposed right-of-way and Denial of Access line, a distance of 322.50 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 705+13.30;
6. **THENCE**, South 48°01'02" East, continuing with said proposed right-of-way and Denial of Access line, a distance of 1,025.33 feet to a TxDOT Type II brass cap monument found and beginning of a curve to the left, for a corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 715+38.63;

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STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 1

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TXDOTCONNECT Parcel No. P00066025.001, .002 and .003-

7. **THENCE**, with said proposed right-of-way, said curve to the left and Denial of Access Line, having a radius of 12,325.00 feet, an arc length of 592.80 feet, a central angle of 02 degrees 45 minutes 21 seconds, and a chord which bears South 49°23'42" East, a distance of 592.75 feet to a TxDOT Type II brass cap monument found on the north right-of-way line of F.M. 2529 a 150.00 feet wide right-of-way as described by deed recorded in Volume 1528, Page 374, E.P.C.D.R. for the most easterly corner and end of said Denial of Access Line of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 721+39.85;
8. **THENCE**, North 87°01'07" West, with the north right-of-way of said F.M. 2529, a distance of 577.49 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly right-of-way of the proposed Spur 320 right-of-way, Denial of Access Line and curve to the right, for a southerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 716+80.43;
9. **THENCE**, with said proposed right-of-way and Denial of Access Line, said curve to the right, having a radius of 12,674.99 feet, an arc length of 143.79 feet, a central angle of 00 degrees 39 minutes 00 seconds, and a chord which bears North 48°20'32" West, a distance of 143.79 feet to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 715+38.63;
10. **THENCE**, North 48°01'02" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 705.57 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 708+33.05;
11. **THENCE**, North 48°56'52" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 1,539.95 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 200.01 feet right of proposed Spur 320 Baseline Station 692+93.30;
12. **THENCE**, North 46°58'43" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 739.16 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right, for a corner of the herein described parcel, located 186.62 feet right of proposed Spur 320 Baseline Station 685+54.27;
13. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the right, having a radius of 4,082.00 feet, an arc length of 460.94 feet, a central angle of 06 degrees 28 minutes 11 seconds, and a chord which bears North 51°55'21" West, a distance of 460.69 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 217.99 feet right of proposed Spur 320 Baseline Station 680+94.65;

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LEGAL DESCRIPTION**

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STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 1

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TXDOTCONNECT Parcel No. P00066025.001, .002 and .003

14. **THENCE**, North 48°01'04" West, continuing with said proposed right of way and Denial of Access Line, a distance of 561.08 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 218.00 feet right of proposed Spur 320 Baseline Station 675+33.57;

15. **THENCE**, continuing with said proposed right-of-way and Denial of Access Line, said curve to the left, having a radius of 868.00 feet, an arc length of 3.50 feet, a central angle of 00 degrees 13 minutes 52 seconds, and a chord which bears North 48°07'58" West, a distance of 3.50 feet to the **POINT OF BEGINNING** and containing 1,767,537 square feet or 40.5771 acres of land within Part 3 and containing a combined 80.0133 acres (3,485,375 square feet) of land within Parts 1, 2 & 3.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)-West VRS RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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



 14 July 2022

Scott M. Fertak  
Registered Professional Land Surveyor  
No. 5257

ISSUED BY  
STEWART TITLE GUARANTY COMPANY



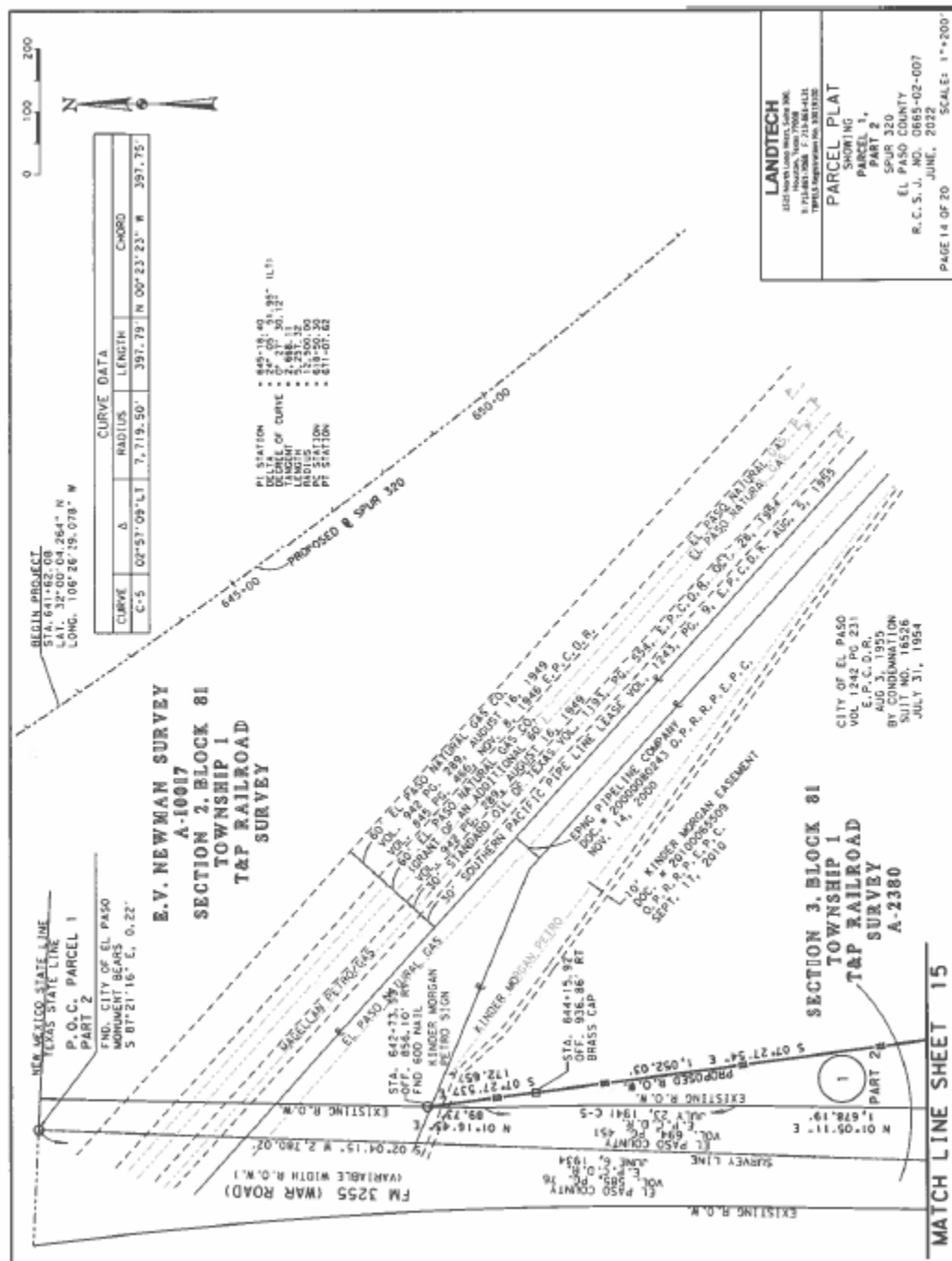
ISSUED BY  
STEWART TITLE GUARANTY COMPANY



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STEWART TITLE GUARANTY COMPANY



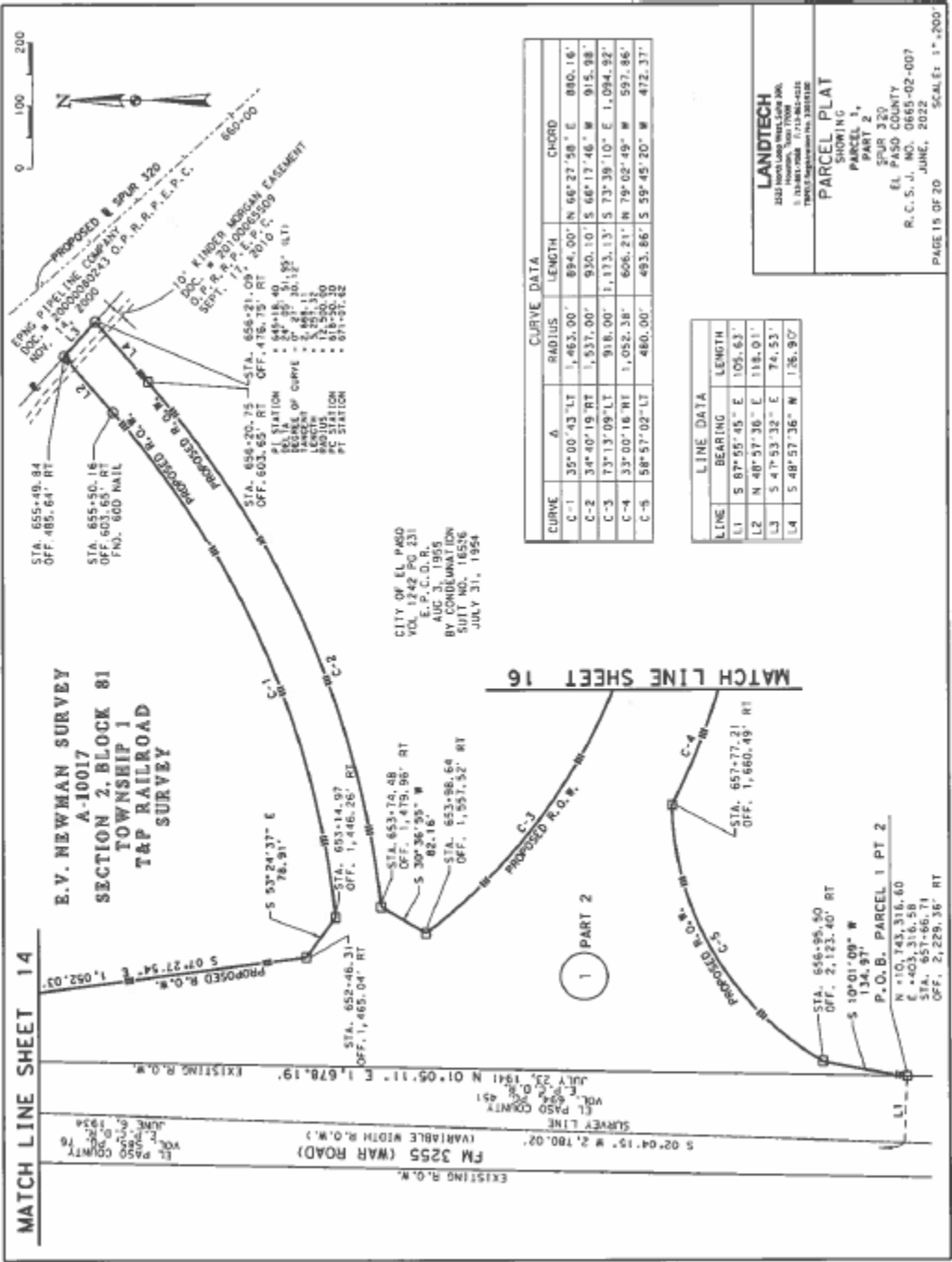
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STEWART TITLE GUARANTY COMPANY





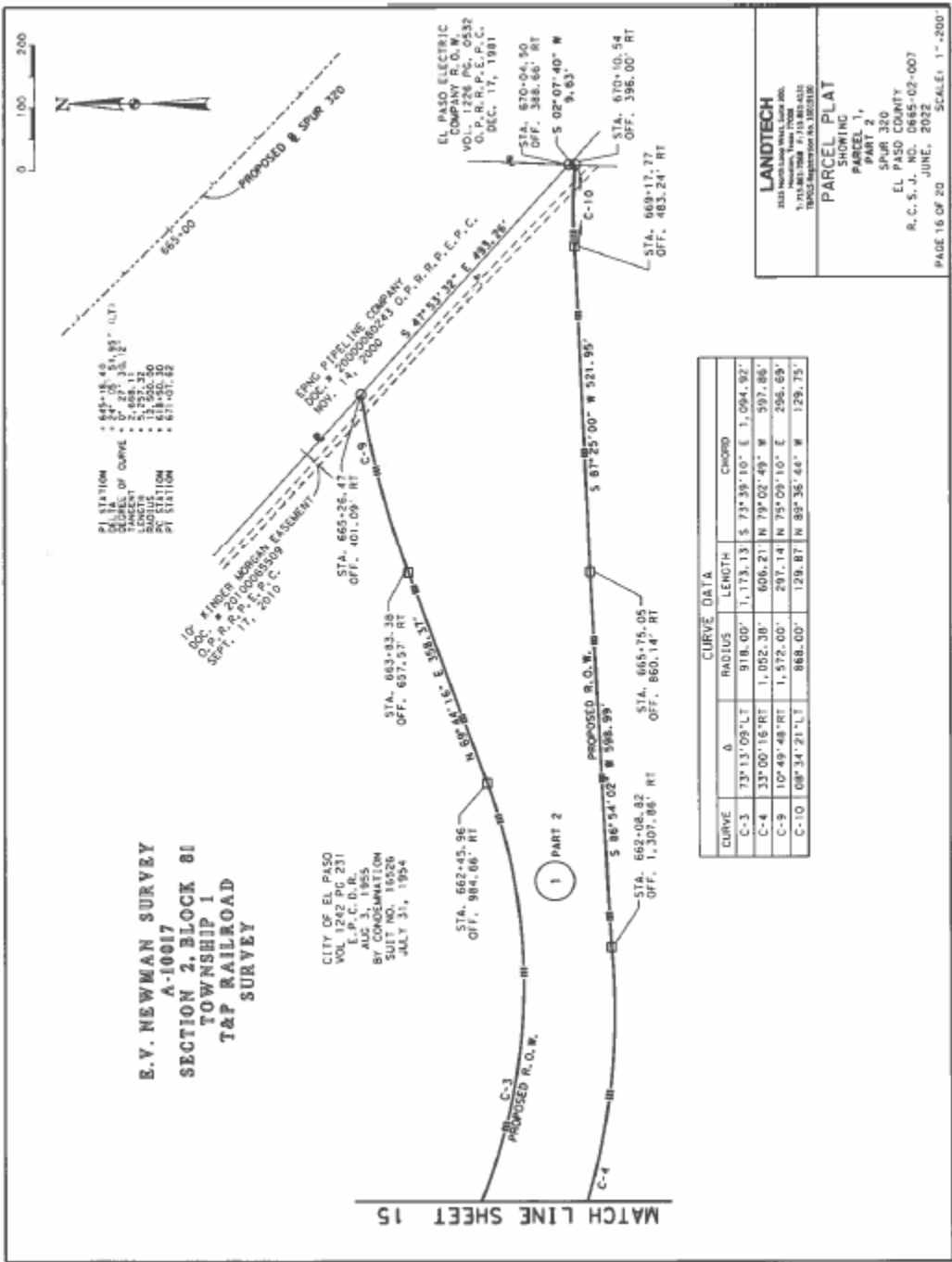
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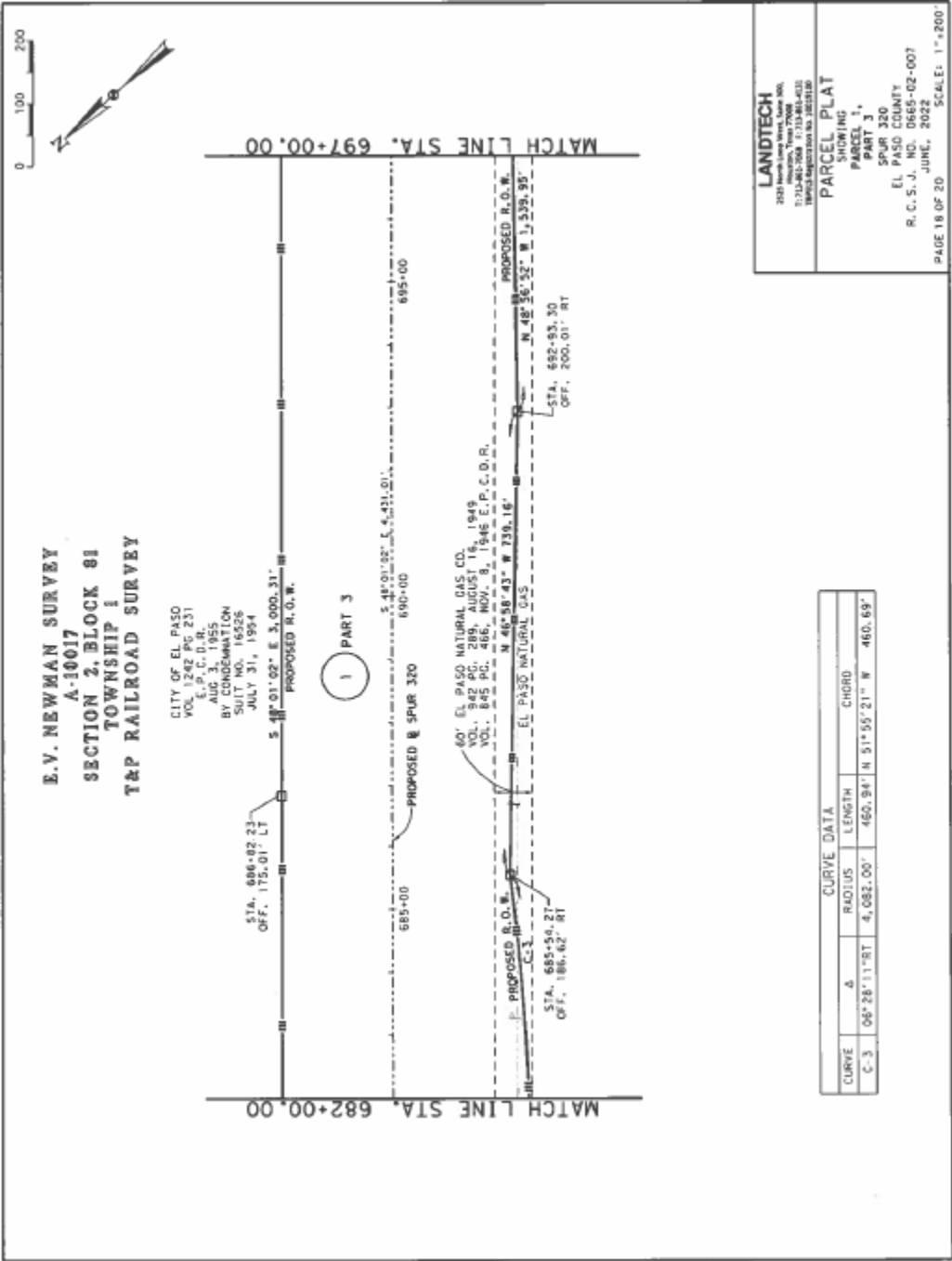


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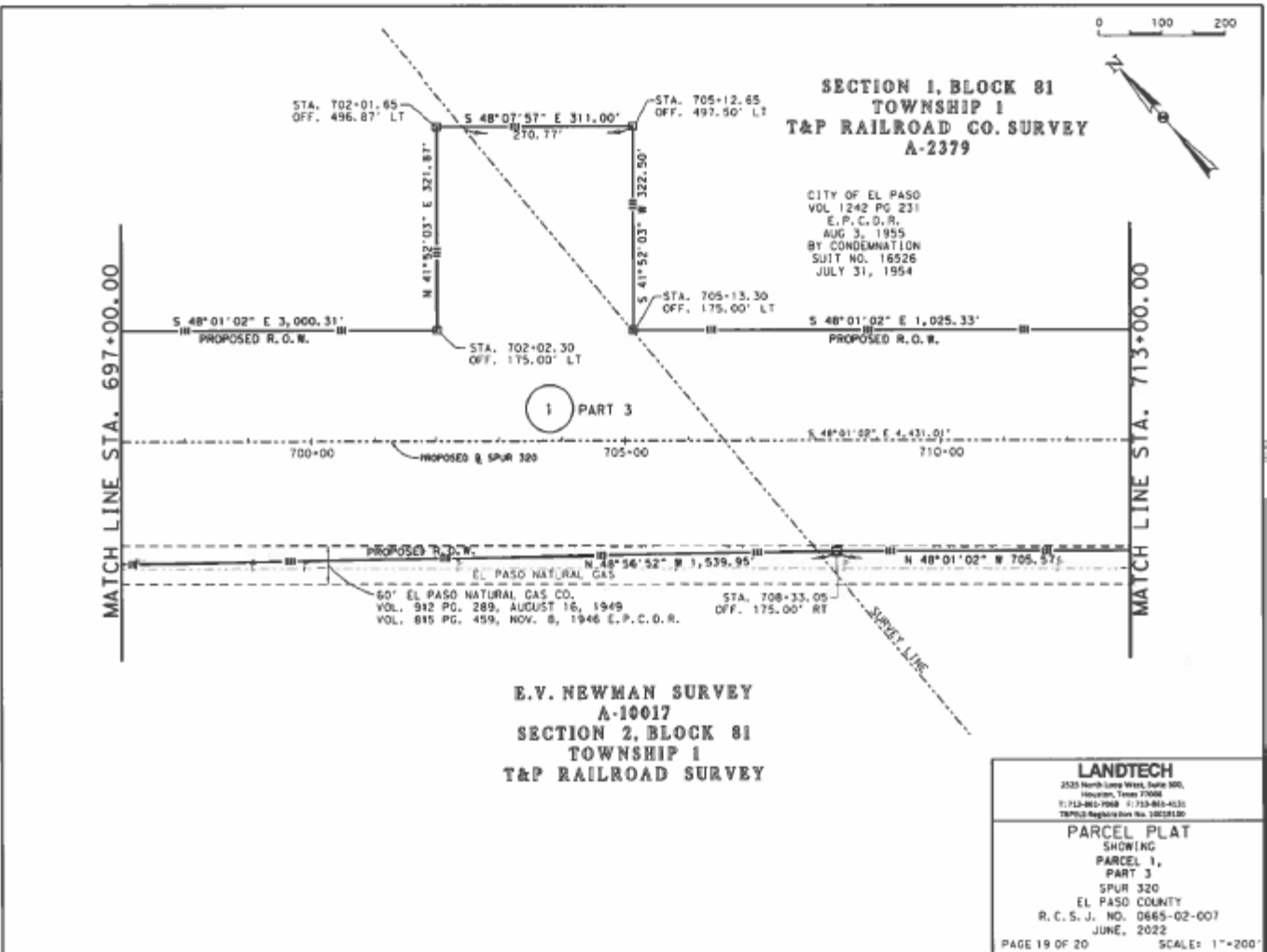
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**COMMITMENT FOR TITLE INSURANCE  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
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ISSUED BY  
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## COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### EXCEPTIONS FROM COVERAGE

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

- ~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.  
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)



## COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Any and all leases, recorded and unrecorded, and rights of parties therein.
- c) Easement dated August 6, 1946, executed by Lazar Kopilowitz, et ux to El Paso Natural Gas Company, of record in [Volume 845, Page 466](#), Deed Records of El Paso County, Texas.
- d) Easement dated July 26, 1949, executed by Lazar Kopilowitz, et ux to El Paso Natural Gas Company, of record in Volume [942, Page 289](#), Deed Records of El Paso County, Texas.
- e) Easement dated October 28, 1954, executed by Lazar Kopilowitz, et ux to Standard Oil Company, of record in Volume 1193, Page 554, Deed Records of El Paso County, Texas; said easement assigned to Salt Lake Pipeline Company by instrument of record under Instrument Number 19550041252, Deed Records of El Paso County, Texas.
- f) Lease Easement dated August 5, 1955, executed by the City of El Paso to Southern Pacific Pipe Line Company, of record in [Volume 1243, Page 9](#), Deed Records of El Paso County, Texas.
- g) Easement dated December 17, 1981, executed by the City of El Paso to El Paso Electric Company, of record in [Volume 1226, Page 532](#), Deed Records of El Paso County, Texas.
- h) Easement dated September 19, 1985, executed by El Paso Electric Company to All American Pipeline Company, of record in [Volume 1598, Page 1193](#), Deed Records of El Paso County, Texas.
- i) Easement Deed dated March 24, 2000, executed by All American Pipeline Company to EPNG Pipeline Company, of record under Instrument Number [20000080243](#), Official Records of El Paso County, Texas.
- j) Easement dated April 23, 2001, executed by El Paso Electric Company to the City of El Paso, of record in [Volume 4002, Page 300](#), Official Records of El Paso County, Texas.
- k) Easement dated March 30, 2004, executed by the City of El Paso to El Paso Electric Company, of record under Instrument Number [20040050536](#), Official Records of El Paso County, Texas.
- l) Easement dated September 17, 2010, executed by the City of El Paso to SFPP, LP (Kinder Morgan), of record under Instrument Number [20100065509](#), Official Records of El Paso County, Texas.
- m) Easement dated January 23, 2013, executed by El Paso Electric Company to Magellan Pipeline Company, of record under Instrument Number [20130007999](#), Official Records of El Paso County, Texas.
- n) Oil, Gas and Mineral Reservation and stipulations in deed dated June 29, 1955, executed by Lazar Kopilowitz, et ux to the City of El Paso, recorded in [Volume 1242, Page 231](#), Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)
- o) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- p) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

## COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deed recorded in [Volume 1242, Page 231](#), Deed Records of El Paso County, Texas.
7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.
8. Company requires for its review satisfactory documentation from the City of El Paso authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.
9. NOTE TO CLOSER: No outstanding liens of record, please inquire.
10. File to be updated prior to closing.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128677

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022**:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:  
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

|                       |  |
|-----------------------|--|
| Frederick H. Eppinger | Chairman, Chief Executive Officer and President        |
| David C. Hisey        | Chief Financial Officer, Assistant Secretary-Treasurer |
| John L. Killea        | Executive Vice President, Chief Legal Officer          |
| Julie Warnock         | Secretary, Assistant Treasurer                         |
| Scott Gray            | Treasurer, Assistant Secretary                         |

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

|                     |         |
|---------------------|---------|
| Owner's Policy      | TBD     |
| Loan Policy         | \$0.00  |
| Endorsement Charges | \$25.00 |
| Other               |         |
| Total               | TBD     |

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

| Amount |     |    | To Whom | For Service |
|--------|-----|----|---------|-------------|
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |

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

T-7 Commitment Schedule D Revised 1/1/2022



## **DISCLOSURE REGARDING FUNDS FOR CLOSING**

**(to be provided with or within the Commitment for Title Insurance)**

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

# STEWART TITLE GUARANTY COMPANY

## DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

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SIGNATURE

---

DATE

## STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.



Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

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

**A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

**B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

**C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

**D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

**E. Internet or other similar network activity.** Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

### **F. Geolocation data**

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

#### **A. Your Consumer Rights and Choices Under CCPA and CPRA**

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

##### **i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

##### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

##### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

##### **iv. Correction of Inaccurate Information**

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

**v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com); or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

**Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

**Changes to This CCPA Notice**

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

**Link to Privacy Notice**

<https://www.stewart.com/en/privacy.html>

**Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



September 6, 2023

File No.: 2128713

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**

Thank you for your business.

Sincerely,  
Stewart Title Company

Ron Rush

**Stewart Title Company**  
415 North Mesa Street  
El Paso, TX 79901  
(915) 225-8200 main (915) 225-8290 fax  
Ron.Rush@stewart.com



## COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.**

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Roberta H. Chestnut  
Authorized Countersignature

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



Frederick H. Eppinger  
Frederick H. Eppinger  
President and CEO

David Hisey  
David Hisey  
Secretary

## CONDITIONS AND STIPULATIONS

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

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



**STEWART TITLE GUARANTY COMPANY**

**IMPORTANT INFORMATION**

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

1-800-729-1902

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

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

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

**AVISO IMPORTANTE**

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

|                   |   |
|-------------------|---|
| File No.: 2128713 | Effective Date:<br>September 21, 2023 at 8:00AM |
| CLOSER: Ron Rush  | Issued:<br>September 29, 2023 3:15PM            |

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED: State of Texas Department of Transportation
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured  
mortgage, except a successor who is an obligor under the provisions of Section 12(c) of  
the Conditions.  
Proposed Borrower: State of Texas Department of Transportation
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER:  
Policy Amount: \$  
PROPOSED INSURED:

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

FEE SIMPLE

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

El Paso Water Utilities Public Service Board (See Note in Schedule C)

4. Legal description of land:

See Exhibit "A" Attached Hereto

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 2128713

Being 11,936 square feet or 0.2740 acres of land situated in the Texas and Pacific Railroad Company Survey, Abstract No. 2379, Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas; said 11,936 square feet or 0.2740 acres of land being more particularly described by metes and bounds on attached Exhibit "A".

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 5

Page 1 of 4

TXDOTCONNECT Parcel No. P00066029.001

HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 665-02-007  
OWNER: El Paso Water Utilities, Public Service Board

**Property Description for Parcel 5**

Being 11,936 square feet or 0.2740 acres of land, situated in the Texas and Pacific Railroad Company Survey, Abstract No. 2379, Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a 20 feet wide El Paso Water Utilities, Public Service Board (P.S.B.) right-of-way (no document found) as referenced in the Texas Highway Department Right of Way Map of Highway No. F.M. 2529 (Control 2326 Section 1 Job 2) dated August 7, 1959 and being more particularly described by metes and bounds as follows:

**COMMENCING**, at a railroad spike found for the common corner of Sections 1 and 12, Block 81, said Township 1, Texas and Pacific Railroad Company Surveys;

**THENCE**, North 87°01'34" West, with the common boundary of Sections 1 and 12, said Block 81 and the southerly boundary of said 20 feet wide P.S.B. right-of-way, a distance of 3,721.40 feet to a 5/8- inch iron rod with TxDOT aluminum cap found for the most easterly corner and **POINT OF BEGINNING** of the herein described parcel and end of Denial of Access Line, having coordinates of N=10,740,400.65 and E=410,082.25, located 175.00 feet left of proposed Spur 320 Baseline Station 725+25.13;

1. **THENCE**, North 87°01'34" West, with the common boundary of said Sections 1 and 12, said Block 80, and the southerly line of said P.S.B. right-of-way, a distance of 601.04 feet to a TxDOT Type II brass cap monument found on the southwesterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for a westerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.01 feet right of proposed Spur 320 Baseline Station 720+36.44;

2. **THENCE**, with said proposed southwesterly right-of-way and Denial of Access Line, said curve to the right, having a radius of 12,675.00 feet, an arc length of 33.28 feet, a central angle of 00 degrees 09 minutes 02 seconds, and a chord which bears North 50°13'26" West, a distance of 33.28 feet to a TxDOT Type II brass cap monument found on the common boundary of said P.S.B. right-of-way and the southerly boundary line of a 50.00 feet wide right-of-way conveyed to El Paso Electric Company (E.P.E.C.) by deed recorded in Volume 1338, Page 490, El Paso County Deed Records (E.P.C.D.R.), for the most westerly corner of the herein described parcel and end of said Denial of Access Line, located 175.01 feet right of proposed Spur 320 Baseline Station 720+03.62;

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 5

Page 2 of 4

TXDOTCONNECT Parcel No. P00066029.001

3. **THENCE**, South 87°01'07" East, with the common boundary of said P.S.B. and E.P.E.C. right-of-ways, a distance of 598.87 feet to a TxDOT Type II brass cap monument found on said northeasterly right-of-way line of the proposed Spur 320 and beginning of a curve to the left and for a northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 724+89.64;
4. **THENCE**, with said proposed northeasterly right-of-way and Denial of Access Line said curve to the left, having a radius of 12,325.00 feet, an arc length of 35.00 feet, a central angle of 00 degrees 09 minutes 46 seconds and a chord which bears South 52°27'27" East, a distance of 35.00 feet, to the **POINT OF BEGINNING** and containing 11,936 square feet or 0.2740 acres of land.

Note: Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83 (2010)-West\_VRS\_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

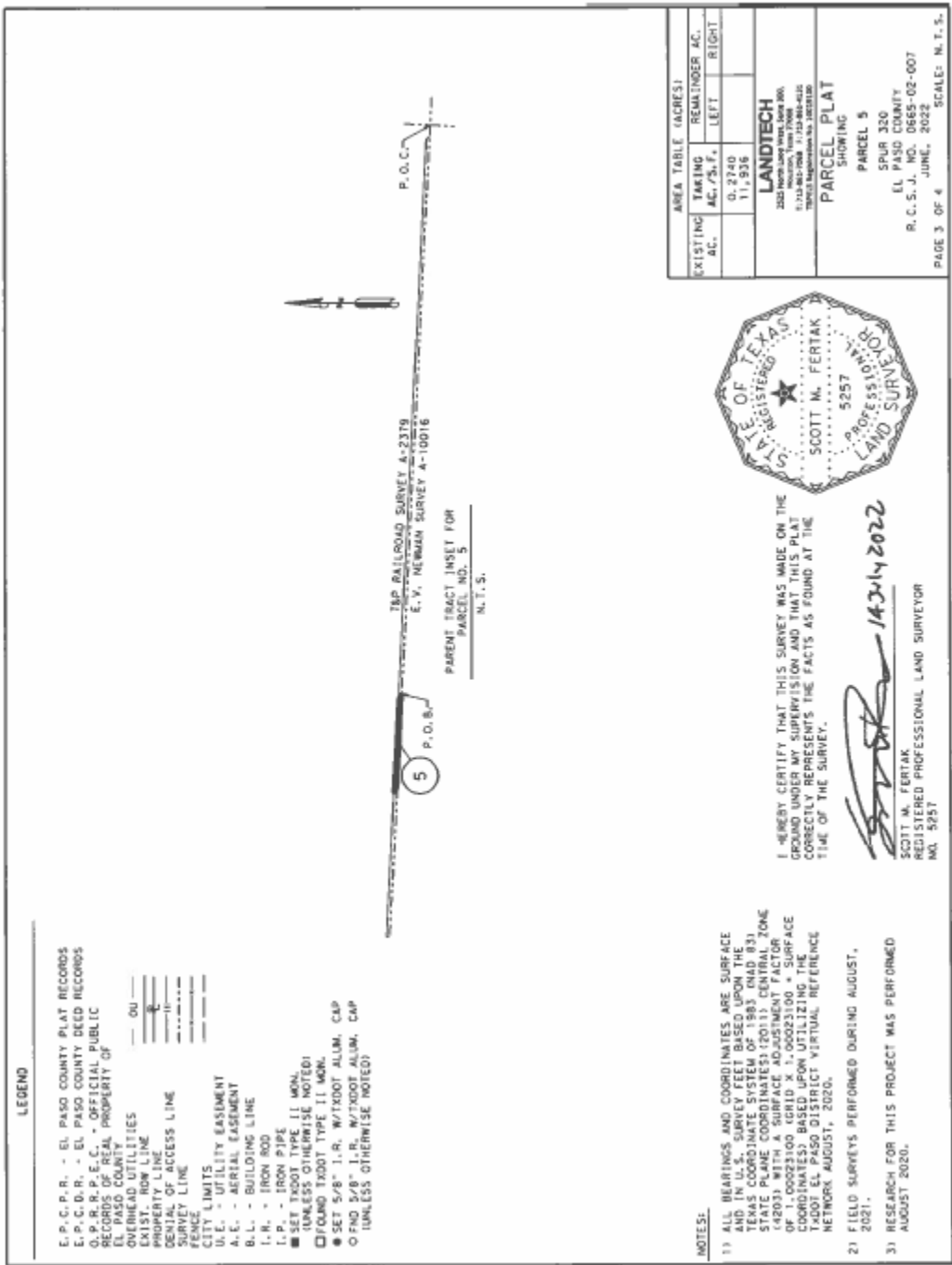
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



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

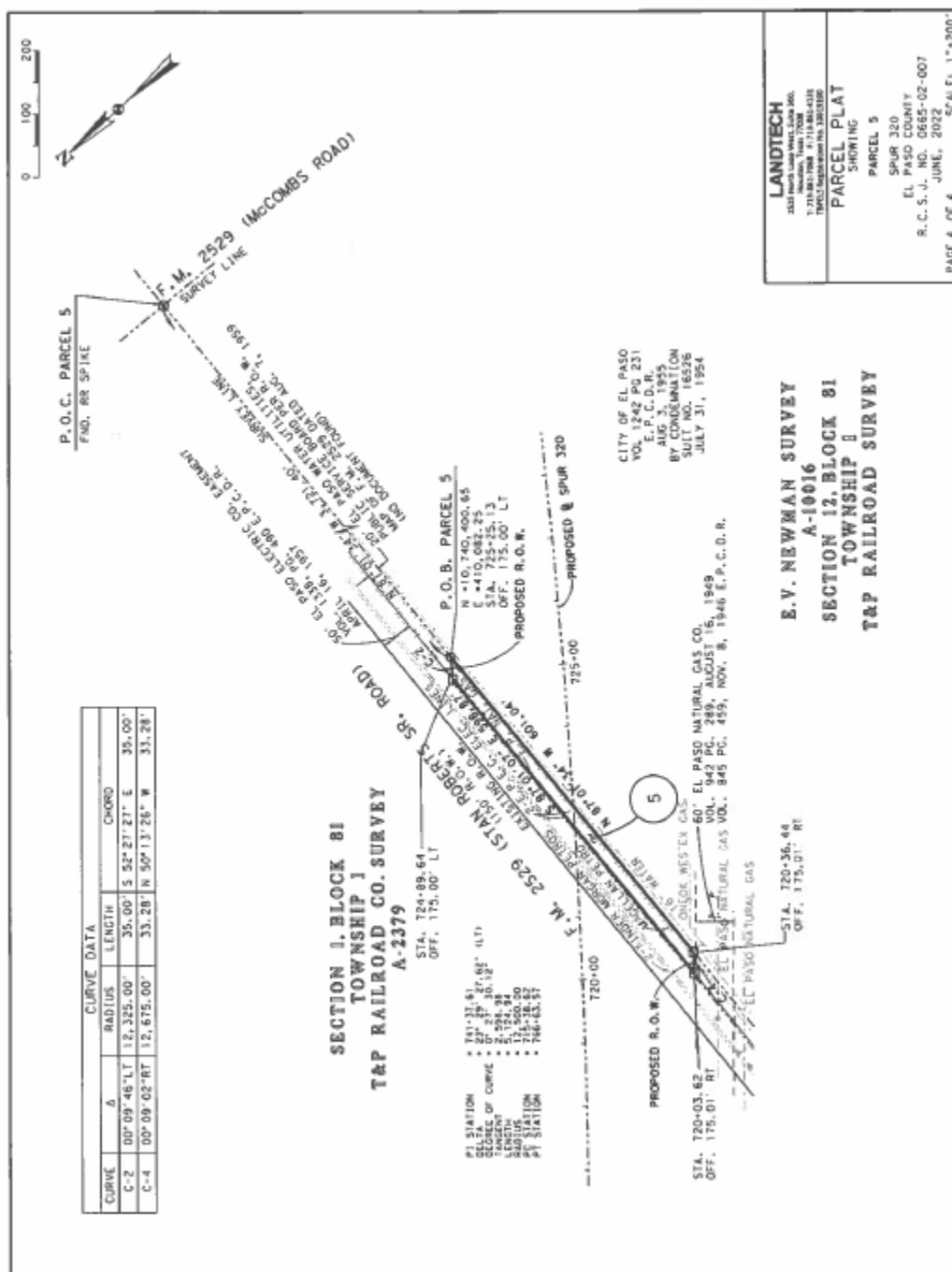
COMMITMENT FOR TITLE INSURANCE  
 EXHIBIT "A"  
 LEGAL DESCRIPTION

ISSUED BY  
 STEWART TITLE GUARANTY COMPANY





ISSUED BY  
STEWART TITLE GUARANTY COMPANY



# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### EXCEPTIONS FROM COVERAGE

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

- ~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.  
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Any and all leases, recorded and unrecorded, and rights of parties therein.
- c) Easement dated August 5, 1946, executed by Lazar Kopilowitz, et ux to El Paso Natural Gas Company, of record in [Volume 845, Page 459](#), Deed Records of El Paso County, Texas.
- d) Easement dated July 26, 1949, executed by Lazar Kopilowitz, et ux to El Paso Natural Gas Company, of record in [Volume 942, Page 289](#), Deed Records of El Paso County, Texas.
- e) Easement dated March 29, 1957, executed by City of El Paso to El Paso Electric Company, of record in [Volume 1338, Page 490](#), Deed Records of El Paso County, Texas.
- f) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- g) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

## COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of Right of Way shown in Texas Highway Department Right of Way Map of Highway No. F. M. 2529 (Control 2326 Section 1 Job 2) dated August 7, 1959.
7. NOTE TO CLOSER: No document found of record to evidence the right of way deed; limitations would vest title.
8. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.
9. Company requires for its review satisfactory documentation from the El Paso Water Utilities Public Service Board authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.
10. NOTE TO CLOSER: No outstanding liens of record, please inquire.
11. File to be updated prior to closing.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128713

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022**:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:  
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

|                       |  |
|-----------------------|--|
| Frederick H. Eppinger | Chairman, Chief Executive Officer and President        |
| David C. Hisey        | Chief Financial Officer, Assistant Secretary-Treasurer |
| John L. Killea        | Executive Vice President, Chief Legal Officer          |
| Julie Warnock         | Secretary, Assistant Treasurer                         |
| Scott Gray            | Treasurer, Assistant Secretary                         |

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

|                     |         |
|---------------------|---------|
| Owner's Policy      | TBD     |
| Loan Policy         | \$0.00  |
| Endorsement Charges | \$25.00 |
| Other               |         |
| Total               | TBD     |

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

| Amount |     |    | To Whom | For Service |
|--------|-----|----|---------|-------------|
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |

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

T-7 Commitment Schedule D Revised 1/1/2022



## **DISCLOSURE REGARDING FUNDS FOR CLOSING**

**(to be provided with or within the Commitment for Title Insurance)**

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.



# STEWART TITLE GUARANTY COMPANY

## DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

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SIGNATURE

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DATE

## STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

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

**A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

**B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

**C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

**D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

**E. Internet or other similar network activity.** Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

### **F. Geolocation data**

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

#### **A. Your Consumer Rights and Choices Under CCPA and CPRA**

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

##### **i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

##### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

##### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

##### **iv. Correction of Inaccurate Information**

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

**v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com); or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

**Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

**Changes to This CCPA Notice**

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

**Link to Privacy Notice**

<https://www.stewart.com/en/privacy.html>

**Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



September 6, 2023

File No.: 2128746

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**

Thank you for your business.

Sincerely,  
Stewart Title Company

Ron Rush

**Stewart Title Company**  
415 North Mesa Street  
El Paso, TX 79901  
(915) 225-8200 main (915) 225-8290 fax  
Ron.Rush@stewart.com





## COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.**

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Roberta H. Chestnut  
Authorized Countersignature

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



Frederick H. Eppinger  
Frederick H. Eppinger  
President and CEO

David Hisey  
David Hisey  
Secretary

## CONDITIONS AND STIPULATIONS

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

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

**STEWART TITLE GUARANTY COMPANY**

**IMPORTANT INFORMATION**

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

1-800-729-1902

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

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

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

**AVISO IMPORTANTE**

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

|                   |   |
|-------------------|---|
| File No.: 2128746 | Effective Date:<br>September 21, 2023 at 8:00AM |
| CLOSER: Ron Rush  | Issued:<br>September 29, 2023 1:11PM            |

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED: State of Texas Department of Transportation
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured  
mortgage, except a successor who is an obligor under the provisions of Section 12(c) of  
the Conditions.  
Proposed Borrower: State of Texas Department of Transportation
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER:  
Policy Amount: \$  
PROPOSED INSURED:

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

FEE SIMPLE

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

City of El Paso

4. Legal description of land:

See Exhibit "A" Attached Hereto

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 2128746

Being 1,785,884 square feet or 40.9983 acres of land situated in the E. V. Newman Survey, Abstract No. 10016, Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Survey, El Paso County, Texas; said 1,785,884 square feet or 40.9983 acres of land being more particularly described by metes and bounds on attached Exhibit "A".

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

# COMMITMENT FOR TITLE INSURANCE

## EXHIBIT "A"

### LEGAL DESCRIPTION

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 6

Page 1 of 9

TXDOTCONNECT Parcel No. P00066030.001

HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-007  
OWNER: The City of El Paso

#### Property Description Parcel 6

Being 1,785,884 square feet or 40.9983 acres of land, situated in the E.V. Newman Survey, Abstract No. 10016, Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a called 3,200 acre tract of land conveyed to The City of El Paso by deed recorded in Volume 1242, Page 231, El Paso County Deed Records (E.P.C.D.R.) being more particularly described by metes and bounds as follows:

**COMMENCING**, at a railroad spike found for the common easterly corner of Sections 1 and 12, said Block 81, Township 1, Texas and Pacific Railroad Company Surveys, said spike lying on the southerly boundary of a 20.00 feet wide El Paso Water Utilities, Public Service Board (P.S.B.) right-of-way (no document found) as referenced in the Texas Highway Department Right of Way Map of F.M. 2529 (Control 2326, Section 1, Job 2) dated August 7, 1959;

**THENCE**, North 87°01'34" West, with the common boundary of Sections 1 and 12, said Block 81 and the southerly boundary of said 20 feet wide P.S.B. right-of-way, a distance of 3,721.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northeasterly right-of-way line of the proposed Spur 320, and beginning of a curve to the left and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,740,400.65 and E=410,082.25, located 175.00 feet left of proposed Spur 320 Baseline Station 725+25.13;

1. **THENCE**, with said proposed northeasterly right-of-way line and Denial of Access Line and said curve to the left, having a radius of 12,325.00 feet, an arc length of 837.69 feet, a central angle of 03 degrees 53 minutes 39 seconds, and a chord which bears South 54°29'10" East, a distance of 837.53 feet to a TxDOT Type II brass cap monument found, for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 733+74.72;
2. **THENCE**, North 32°33'14" East, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 260.96 feet to a TxDOT Type II brass cap monument found for a northerly corner of the herein described parcel, located 435.92 feet left of proposed Spur 320 Baseline Station 733+69.94;



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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 6

Page 2 of 9

TXDOTCONNECT Parcel No. P00066030.001

3. **THENCE**, South 57°56'02" East, continuing with said proposed the northeasterly right-of-way line and Denial of Access Line of said proposed Spur 320, a distance of 275.03 feet to a TxDOT Type II brass cap monument found for a northerly corner of the herein described parcel, located 440.09 feet left of proposed Spur 320 Baseline Station 736+54.92;
4. **THENCE**, South 32°42'11" West, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 265.10 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 736+52.95;
5. **THENCE**, continuing with said proposed northeasterly right-of-way line and Denial of Access Line and said curve to the left, having a radius of 12,325.00 feet, an arc length of 2,078.16 feet, a central angle of 09 degrees 39 minutes 39 seconds, and a chord which bears South 62°32'20" East, a distance of 2,075.70 feet to a TxDOT Type II brass cap monument found, for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 757+60.62;
6. **THENCE**, South 81°47'17" East, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 523.88 feet to a TxDOT Type II brass cap monument found for a northerly corner of the herein described parcel, located 294.90 feet left of proposed Spur 320 Baseline Station 762+80.41;
7. **THENCE**, South 76°20'19" East, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 321.50 feet to a TxDOT Type II brass cap monument found on the west right-of-way of F.M. 2529, a 150.00 feet wide right-of-way as described by deed recorded in Volume 1410, Page 576, E.P.C.D.R., and end of said Denial of Access Line and a northerly corner of the herein described parcel, located 327.59 feet left of proposed Spur 320 Baseline Station 766+08.42;
8. **THENCE**, South 02°04'27" West, with the west right-of-way of said State Highway F.M. 2529 a distance of 651.38 feet to a TxDOT Type II brass cap monument found on the southwesterly right-of-way line of the proposed Spur 320 and beginning of a Denial of Access Line, for the most southerly corner of the herein described parcel, located 297.12 feet right of proposed Spur 320 Baseline Station 767+93.97;
9. **THENCE**, North 78°52'14" West, with said proposed southwesterly right-of-way line and Denial of Access Line, a distance of 90.08 feet to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 308.66 feet right of proposed Spur 320 Baseline Station 767+04.63;

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 6

Page 3 of 9

TXDOTCONNECT Parcel No. P00066030.001

10. **THENCE**, North 08°08'37" East, with said proposed southwesterly right-of-way line and Denial of Access Line, a distance of 8.08 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right and a southwesterly corner of the herein described parcel, located 300.71 feet right of proposed Spur 320 Baseline Station 767+03.18;
11. **THENCE**, continuing with said proposed southwesterly right-of-way line and Denial of Access Line and said curve to the right, having a radius of 2,072.00 feet, an arc length of 455.38 feet, a central angle of 12 degrees 35 minutes 33 seconds, and a chord which bears North 65°40'46" West, a distance of 454.47 feet to a TxDOT Type II brass cap monument found, a southerly corner of the herein described parcel, located 261.23 feet right of proposed Spur 320 Baseline Station 762+59.44;
12. **THENCE**, North 59°22'30" West, with said proposed southwesterly right-of-way line and Denial of Access Line, a distance of 352.49 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and a southerly corner of the herein described parcel, located 203.05 feet right of proposed Spur 320 Baseline Station 759+18.11;
13. **THENCE**, continuing with said proposed southwesterly right-of-way and Denial of Access Line and said curve to the left, having a radius of 3,000.00 feet, an arc length of 369.36 feet, a central angle of 07 degrees 03 minutes 16 seconds, and a chord which bears North 62°54'07" West, a distance of 369.13 feet to a TxDOT Type II brass cap monument found, for the beginning of a curve to the right for a southerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 755+55.52;
14. **THENCE**, continuing with said proposed southwesterly right-of-way and Denial of Access Line and said curve to the right, having a radius of 12,675.00 feet, an arc length of 3,568.35 feet, a central angle of 16 degrees 07 minutes 49 seconds, and a chord which bears North 58°21'51" West, a distance of 3,556.58 feet to a TxDOT Type II brass cap monument found on the common boundary of said 20 feet wide P.S.B. right-of-way and the aforesaid common boundary section line, for the end of said Denial of Access Line, and the most westerly corner of the herein described parcel, located 175.01 feet right of proposed Spur 320 Baseline Station 720+36.44;

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 6

Page 4 of 9

TXDOTCONNECT Parcel No. P00066030.001

15. **THENCE**, South 87°01'34" East, with the common boundary of said Sections 1 and 12, said Block 81, said 20 feet wide P.S.B. right-of-way, a distance of 601.04 feet to the **POINT OF BEGINNING** and containing 1,785,884 square feet or 40.9983 acres of land.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)-West\_VRS\_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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



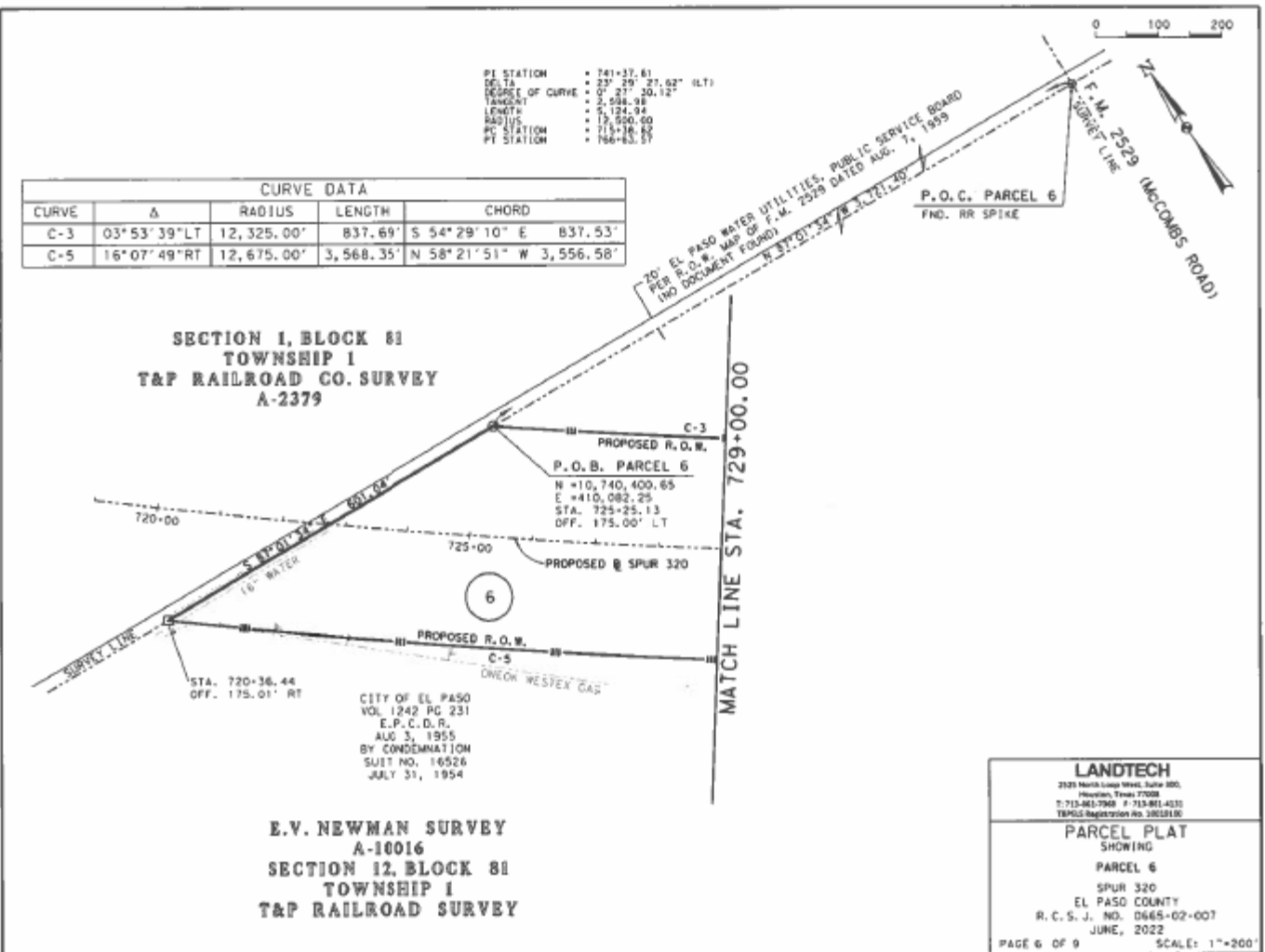
 143-142022  
Scott M. Fertak  
Registered Professional Land Surveyor  
No. 5257

ISSUED BY  
STEWART TITLE GUARANTY COMPANY



# COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

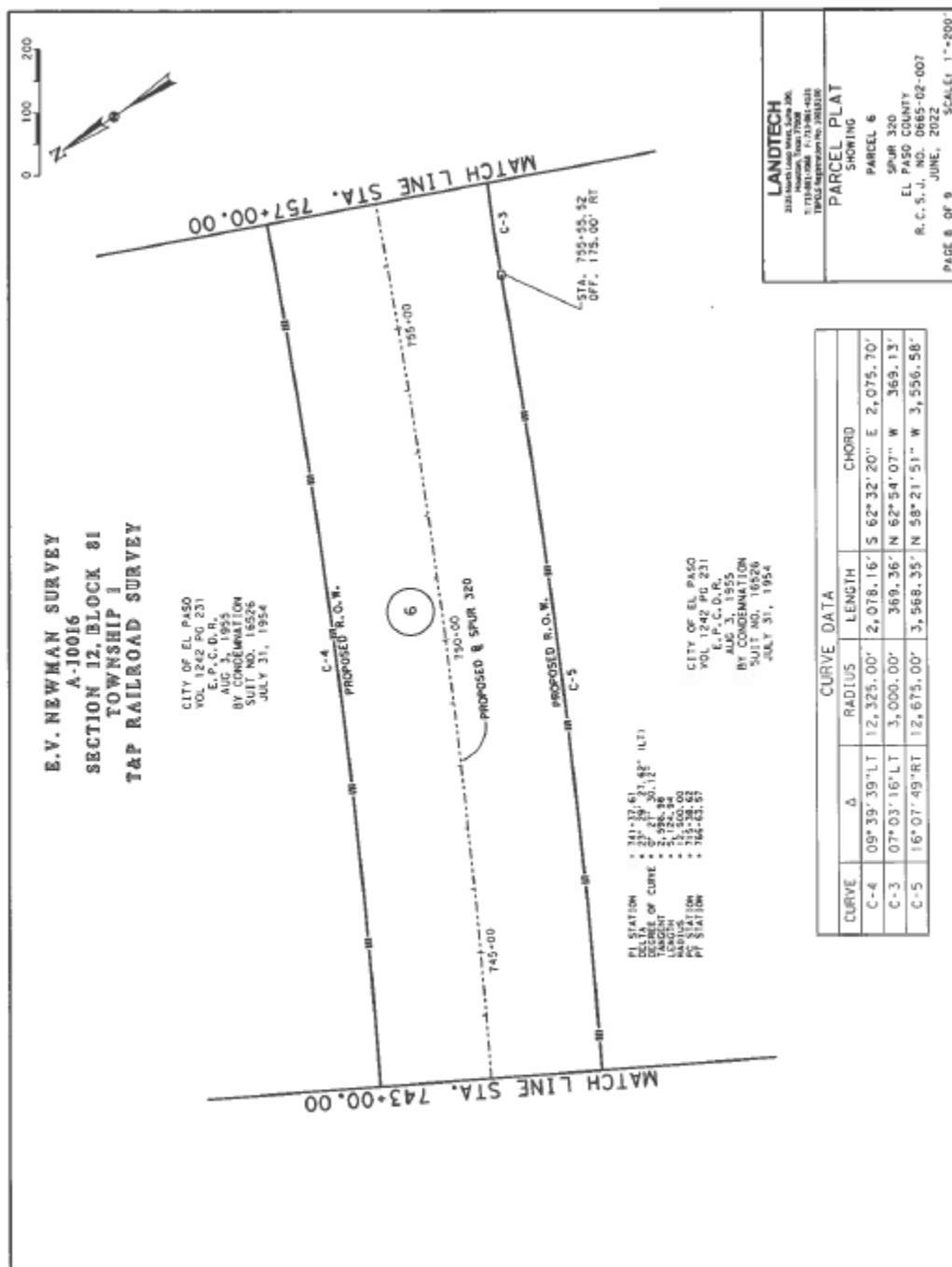
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# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### EXCEPTIONS FROM COVERAGE

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

- ~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.  
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Any and all leases, recorded and unrecorded, and rights of parties therein.
- c) Easement dated August 6, 1946, executed by Lazar Kopilowitz, et ux to El Paso Natural Gas Company, of record in [Volume 845, Page 466](#), Deed Records of El Paso County, Texas.
- d) Easement dated July 26, 1949, executed by Lazar Kopilowitz, et ux to El Paso Natural Gas Company, of record in Volume [942, Page 289](#), Deed Records of El Paso County, Texas.
- e) Easement dated October 28, 1954, executed by Lazar Kopilowitz, et ux to Standard Oi Company, of record in Volume 1193, Page 554, Deed Records of El Paso County, Texas; said easement assigned to Salt Lake Pipeline Company by instrument of record in [Volume 1212, Page 423](#), Deed Records of El Paso County, Texas.
- f) Lease Easement dated August 5, 1955, executed by the City of El Paso to Southern Pacific Pipe Line Company, of record in [Volume 1243, Page 9](#), Deed Records of El Paso County, Texas.
- g) Easement dated December 17, 1981, executed by the City of El Paso to El Paso Electric Company, of record in [Volume 1226, Page 532](#), Deed Records of El Paso County, Texas.
- h) Easement dated October 23, 1997, executed by Bowen Ranch to El Paso Electric Company, of record in [Volume 3423, Page 1476](#), Official Records of El Paso County, Texas.
- i) Oil, Gas and Mineral Reservation and stipulations in deed dated June 29, 1955, executed by Lazar Kopilowitz, et ux to the City of El Paso, recorded in [Volume 1242, Page 231](#), Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)
- j) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- k) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

## COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deed recorded in [Volume 1242, Page 231](#), Deed Records of El Paso County, Texas.
7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.
8. Company requires for its review satisfactory documentation from the City of El Paso authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.
9. NOTE TO CLOSER: No outstanding liens of record, please inquire.
10. File to be updated prior to closing.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128746

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022**:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:  
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

|                       |  |
|-----------------------|--|
| Frederick H. Eppinger | Chairman, Chief Executive Officer and President        |
| David C. Hisey        | Chief Financial Officer, Assistant Secretary-Treasurer |
| John L. Killea        | Executive Vice President, Chief Legal Officer          |
| Julie Warnock         | Secretary, Assistant Treasurer                         |
| Scott Gray            | Treasurer, Assistant Secretary                         |

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

|                     |         |
|---------------------|---------|
| Owner's Policy      | TBD     |
| Loan Policy         | \$0.00  |
| Endorsement Charges | \$25.00 |
| Other               |         |
| Total               | TBD     |

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

| Amount |     |    | To Whom | For Service |
|--------|-----|----|---------|-------------|
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |

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

T-7 Commitment Schedule D Revised 1/1/2022



## **DISCLOSURE REGARDING FUNDS FOR CLOSING**

**(to be provided with or within the Commitment for Title Insurance)**

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

# STEWART TITLE GUARANTY COMPANY

## DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

---

SIGNATURE

---

DATE



## STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

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

**A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

**B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

**C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

**D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

**E. Internet or other similar network activity.** Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

### **F. Geolocation data**

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

#### **A. Your Consumer Rights and Choices Under CCPA and CPRA**

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

##### **i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

##### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

##### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

##### **iv. Correction of Inaccurate Information**

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

**v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com); or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

**Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

**Changes to This CCPA Notice**

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

**Link to Privacy Notice**

<https://www.stewart.com/en/privacy.html>

**Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



September 5, 2023

File No.: 2128029

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**

Thank you for your business.

Sincerely,  
Stewart Title Company

Ron Rush

**Stewart Title Company**  
415 North Mesa Street  
El Paso, TX 79901  
(915) 225-8200 main (915) 225-8290 fax  
Ron.Rush@stewart.com



## COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.**

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Authorized Countersignature

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

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

## CONDITIONS AND STIPULATIONS

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

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



**STEWART TITLE GUARANTY COMPANY**

**IMPORTANT INFORMATION**

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

1-800-729-1902

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

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

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

**AVISO IMPORTANTE**

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

|                   |  |
|-------------------|--|
| File No.: 2128029 | Effective Date:<br>September 7, 2023 at 8:00AM |
| CLOSER: Ron Rush  | Issued:<br>September 18, 2023 6:27AM           |

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED: State of Texas Department of Transportation
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured  
mortgage, except a successor who is an obligor under the provisions of Section 12(c) of  
the Conditions.  
Proposed Borrower: State of Texas Department of Transportation
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER:  
Policy Amount: \$  
PROPOSED INSURED:

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

FEE SIMPLE

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

City of El Paso

4. Legal description of land:

See Exhibit "A" Attached Hereto

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 2128029

Being a total of 2,042,272 square feet or 46.8841 acres of land, situated in the Texas and Pacific Railroad Company Survey, Abstract No. 2405, Section 7, Block 80, Township 1 and the J.F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas; said 2,042,272 square feet or 46.8841 acres being more particularly described by metes and bounds in three (3) parts on attached Exhibit "A".

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 7

Page 1 of 13

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

HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-007  
OWNER: The City of El Paso

**Property Description for Parcel 7**

Being a total of 2,042,272 square feet or 46.8841 acres of land, situated in the Texas and Pacific Railroad Company Survey Abstract No. 2405, Section 7, Block 80, Township 1 and the J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land conveyed to The City of El Paso by deed recorded in Volume 1186, Page 178, El Paso County Deed Records (E.P.C.D.R.) and being more particularly described by metes and bounds in three (3) parts as follows:

**Part 1:**

Being 1,668,862 square feet or 38.3118 acres of land, situated in said Texas and Pacific Railroad Company Survey, Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

**COMMENCING** at a railroad spike found for the common westerly corner of Sections 6 and 7, Block 80, said Township 1, Texas and Pacific Railroad Company Surveys,

**THENCE**, South 87°05'06" East, with the common boundary of Sections 6 and 7, said Block 80, a distance of 74.55 feet to a point on the easterly right-of-way line of F.M. 2529 (a.k.a. McCombs Road) a 150.00 feet wide right-of-way as described by deed recorded in Volume 1410, Page 576, E.P.C.D.R.;

**THENCE**, South 02°04'27" West, with said easterly right-of-way of F.M. 2529, a distance of 1,606.38 feet to a TxDOT Type II brass cap monument found on the proposed northerly right-of-way line of Spur 320 and beginning of a curve to the right for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,738,598.46 and E=413,814.95, located 319.09 feet left of proposed Spur 320 Baseline Station 767+68.78;

1. **THENCE**, with said proposed northerly right-of-way and Denial of Access Line, said curve to the right, having a radius of 2,073.00 feet, an arc length of 349.94 feet, a central angle of 09 degrees 40 minutes 20 seconds, and a chord which bears South 64°23'56" East, a distance of 349.53 feet to a TxDOT Type II brass cap monument found at the end of said curve, for a northerly corner of the herein described parcel, located 275.83 feet left of proposed Spur 320 Baseline Station 771+15.62;

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 7

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

2. **THENCE**, South 59°33'46" East, continuing with said proposed northerly right-of-way and Denial of Access Line, a distance of 338.18 feet to a TxDOT Type II monument found for the beginning of a curve to the left and a northerly corner of the herein described parcel, located 205.83 feet left of proposed Spur 320 Baseline Station 774+46.49;
3. **THENCE**, continuing with said proposed northerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 1,927.00 feet, an arc length of 267.22 feet, a central angle of 07 degrees 56 minutes 43 seconds, and a chord which bears South 63°32'08" East, a distance of 267.01 feet to a TxDOT Type II brass cap monument found, for a northerly corner of the herein described parcel, located 168.80 feet left of proposed Spur 320 Baseline Station 777+10.91;
4. **THENCE**, South 72°09'03" East, continuing with said proposed northerly right-of-way and said Denial of Access Line, a distance of 552.55 feet to a TxDOT Type II monument found for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 782+63.42;
5. **THENCE**, South 71°30'30" East, continuing with said proposed northerly right-of-way and Denial of Access Line, a distance of 475.13 feet to a TxDOT Type II monument found for a northerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 787+38.55;
6. **THENCE**, South 71°30'29" East, continuing with said proposed northerly right-of-way and Denial of Access Line, a distance of 1,831.72 feet to a TxDOT Type II monument found for a northerly corner and beginning of a curve to the right of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 805+70.27;
7. **THENCE**, continuing with said proposed northerly right-of-way and Denial of Access Line said curve to the right, having a radius of 6,175.00 feet, an arc length of 290.29 feet, a central angle of 02 degrees 41 minutes 37 seconds, and a chord which bears South 70°09'41" East, a distance of 290.26 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R. and a tract of land conveyed to The City of El Paso (for the El Paso Water Utilities Public Service Board) by Document No. 20030066805 recorded in the Official Public Record of Real Property El Paso County (O.P.R.R.P.E.P.C.) for the end of said curve and end of Denial of Access Line and a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 808+52.34;
8. **THENCE**, South 02°03'41" West, with the common boundary of said City of El Paso tracts, a distance of 371.85 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the proposed southerly right-of-way line and beginning of a Denial of Access Line of said proposed Spur 320, for the most southerly corner and beginning of a curve to the left of the herein described parcel, located 175.05 feet right of proposed Spur 320 Baseline Station 809+77.83;

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021  
Parcel 7  
Page 3 of 13

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

9. **THENCE**, with the proposed southerly right-of-way and Denial of Access Line and curve to the left, having a radius of 5,825.00 feet, an arc length of 395.67 feet, a central angle of 03 degrees 53 minutes 31 seconds, and a chord which bears North 69°33'46" West, a distance of 395.59 feet to a TxDOT Type II brass cap monument found for and a southerly corner of the herein described parcel, located 175.05 feet right of proposed Spur 320 Baseline Station 805+70.27;

10. **THENCE**, North 71°30'23" West, with said proposed southerly right-of-way and Denial of Access Line, a distance of 1,831.72 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 787+38.55;

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

11. **THENCE**, South 18°29'31" West, a distance of 5.54 feet, located 180.54 feet right of proposed Spur 320 Baseline Station 787+38.55;

12. **THENCE**, North 71°30'29" West, a distance of 78.67 feet, located 180.54 feet right of proposed Spur 320 Baseline Station 786+59.88;

13. **THENCE**, North 18°29'31" East, a distance of 5.54 feet, located 175.00 feet right of proposed Spur 320 Baseline Station 786+59.88;

14. **THENCE**, North 71°30'29" West, a distance of 50.77 feet, located 175.00 feet right of proposed Spur 320 Baseline Station 786+09.11;

15. **THENCE**, South 19°22'28" West, a distance of 288.38 feet, located 463.34 feet right of proposed Spur 320 Baseline Station 786+04.66;

16. **THENCE**, North 71°02'57" West, a distance of 274.32 feet, located 461.15 feet right of proposed Spur 320 Baseline Station 783+30.35;

17. **THENCE**, North 19°13'18" East, a distance of 260.68 feet, located 200.49 feet right of proposed Spur 320 Baseline Station 783+33.67;

18. **THENCE**, North 79°00'54" West, a distance of 11.55 feet, located 202.00 feet right of proposed Spur 320 Baseline Station 783+22.23;

19. **THENCE**, South 10°59'23" West, a distance of 8.84 feet, located 210.76 feet right of proposed Spur 320 Baseline Station 783+23.38;

20. **THENCE**, North 76°38'23" West, a distance of 60.24 feet, located 216.15 feet right of proposed Spur 320 Baseline Station 782+63.38;

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

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STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 7

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

21. **THENCE**, North 14°22'44" East, a distance of 6.76 feet, located 209.40 feet right of proposed Spur 320 Baseline Station 782+62.90;
22. **THENCE**, North 75°37'15" West, a distance of 576.17 feet, located 250.72 feet right of proposed Spur 320 Baseline Station 776+88.20;
23. **THENCE**, North 75°10'50" West, a distance of 160.13 feet, located 260.98 feet right of proposed Spur 320 Baseline Station 775+28.40;
24. **THENCE**, South 14°49'04" West, a distance of 6.59 feet, located 267.56 feet right of proposed Spur 320 Baseline Station 775+28.83;
25. **THENCE**, North 75°30'31" West, a distance of 55.64 feet, located 271.44 feet right of proposed Spur 320 Baseline Station 774+73.32;
26. **THENCE**, North 14°49'16" East, a distance of 6.91 feet, located 264.55 feet right of proposed Spur 320 Baseline Station 774+72.88;
27. **THENCE**, North 75°10'25" West, a distance of 160.57 feet, located 274.81 feet right of proposed Spur 320 Baseline Station 773+12.64;
28. **THENCE**, North 73°28'42" West, continuing with said proposed southerly right-of-way and Denial of Access Line, a distance of 365.38 feet to a TxDOT Type II brass cap monument found on the easterly right-of-way line of said F.M. 2529, for a southerly corner of the herein described parcel, located 287.37 feet right of proposed Spur 320 Baseline Station 769+47.48;
29. **THENCE**, North 02°04'27" East, with said easterly right-of-way of said F.M. 2529, a distance of 632.24 feet to the **POINT OF BEGINNING** and containing 1,668,862 square feet or 38.3118 acres of land.

**Part 2:**

Being 181,465 square feet or 4.1659 acres of land situated in said J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

**COMMENCING**, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common southerly corner of Sections 7 and 8, said Block 80, Township 1, Texas and Pacific Railroad Company Surveys, same being an interior corner of a tract of land, conveyed to The City of El Paso (for the El Paso Water Utilities Public Service Board) in Document No. 20030066805 of the Official Public Record of Real Property El Paso County (O.P.R.R.P.E.P.C.);



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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 7

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

**THENCE**, North 02°04'15" East, with the common boundary of Sections 7 and 8, said Block 80, at a distance of 1322.25 feet pass the common corner of said 432.88 acre City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., continuing for a total distance of 1,418.43 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and end of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and end of a Denial of Access Line, having coordinates of N=10,736,044.05 and E=418,931.93, located 175.03 feet right of proposed Spur 320 Baseline Station 825+21.92;

1. **THENCE**, North 02°04'15" East, with the common boundary of Sections 7 and 8, said Block 80 and the common boundary of said City of El Paso tracts, a distance of 421.81 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for the most northerly corner herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 822+86.44;
2. **THENCE**, with said proposed northerly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 865.06 feet, a central angle of 08 degrees 01 minutes 36 seconds, and a chord which bears South 51°06'24" East, a distance of 864.35 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso tracts for the most easterly corner of the herein described parcel and the end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 831+26.98;
3. **THENCE**, North 87°55'30" West, with the common boundary of the aforesaid City of El Paso tracts a distance of 558.86 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the beginning point of a curve to the left and a southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.03 feet right of proposed Spur 320 Baseline Station 826+91.04;
4. **THENCE**, with the proposed southerly right-of-way and Denial of Access Line and said curve to the left, having a radius of 5,825.00 feet, an arc length of 164.19 feet, a central angle of 01 degrees 36 minutes 54 seconds, and a chord which bears North 52°03'52" West, a distance of 164.18 feet to the **POINT OF BEGINNING** and containing 181,465 square feet or 4.1659 acres of land.

**Part 3:**

Being 191,945 square feet or 4.4064 acres of land, situated in said J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

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

**COMMENCING**, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common westerly corner of Sections 8 and 17, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being an interior corner of a tract of land conveyed to the City of El Paso (for the El Paso Water Utilities Public Service Board) in Document No. 20030066805 of the Official Property Records of Real Property El Paso County (O.P.R.R.P.E.P.C.);

**THENCE**, South 86°49'00" East, with the common boundary of Sections 8 and 17, said Block 80, at a distance of 1,321.23 feet pass the common corner of said City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., continuing with the common boundary of said City of El Paso tracts, for a total distance of 1,439.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and beginning of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,734,546.62 and E=420,317.84, located 175.01 feet right of proposed Spur 320 Baseline Station 846+34.48;

1. **THENCE**, with the proposed southerly right-of-way and Denial of Access Line and said curve to the left, having a radius of 5,825.00 feet, an arc length of 197.51 feet, a central angle of 01 degrees 56 minutes 34 seconds, and a chord which bears North 33°40'11" West, a distance of 197.50 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso tracts for the end of said curve and a southerly corner of the herein described parcel and end of said Denial of Access Line, located 175.01 feet right of proposed Spur 320 Baseline Station 844+31.04;
2. **THENCE**, North 03°04'45" East, with the common boundary of said City of El Paso tracts, a distance of 547.27 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for the most northerly corner herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 840+10.06;
3. **THENCE**, with said proposed northerly right-of-way, Denial of Access Line and said curve to the right, having a radius of 6,175.00 feet, an arc length of 892.24 feet, a central angle of 08 degrees 16 minutes 44 seconds, and a chord which bears South 34°31'16" East, a distance of 891.46 feet to a 5/8-inch iron rod found on the common boundary of Sections 8 and 17, said Block 80 and City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R. for the end of said curve and the most easterly corner of the herein described parcel and the end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 848+77.01;

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August, 2021

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

4. **THENCE**, North 86°49'00" West, with the common boundary of Sections 8 and 17, said Block 80 and the common boundary of the aforesaid City of El Paso tracts, a distance of 425.76 feet to the **POINT OF BEGINNING** and containing 191,945 square feet or 4.4064 acres of land and containing a combined 2,042,272 square feet or 46.8841 acres of land within Parts 1, 2 & 3.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)-West\_VRS\_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

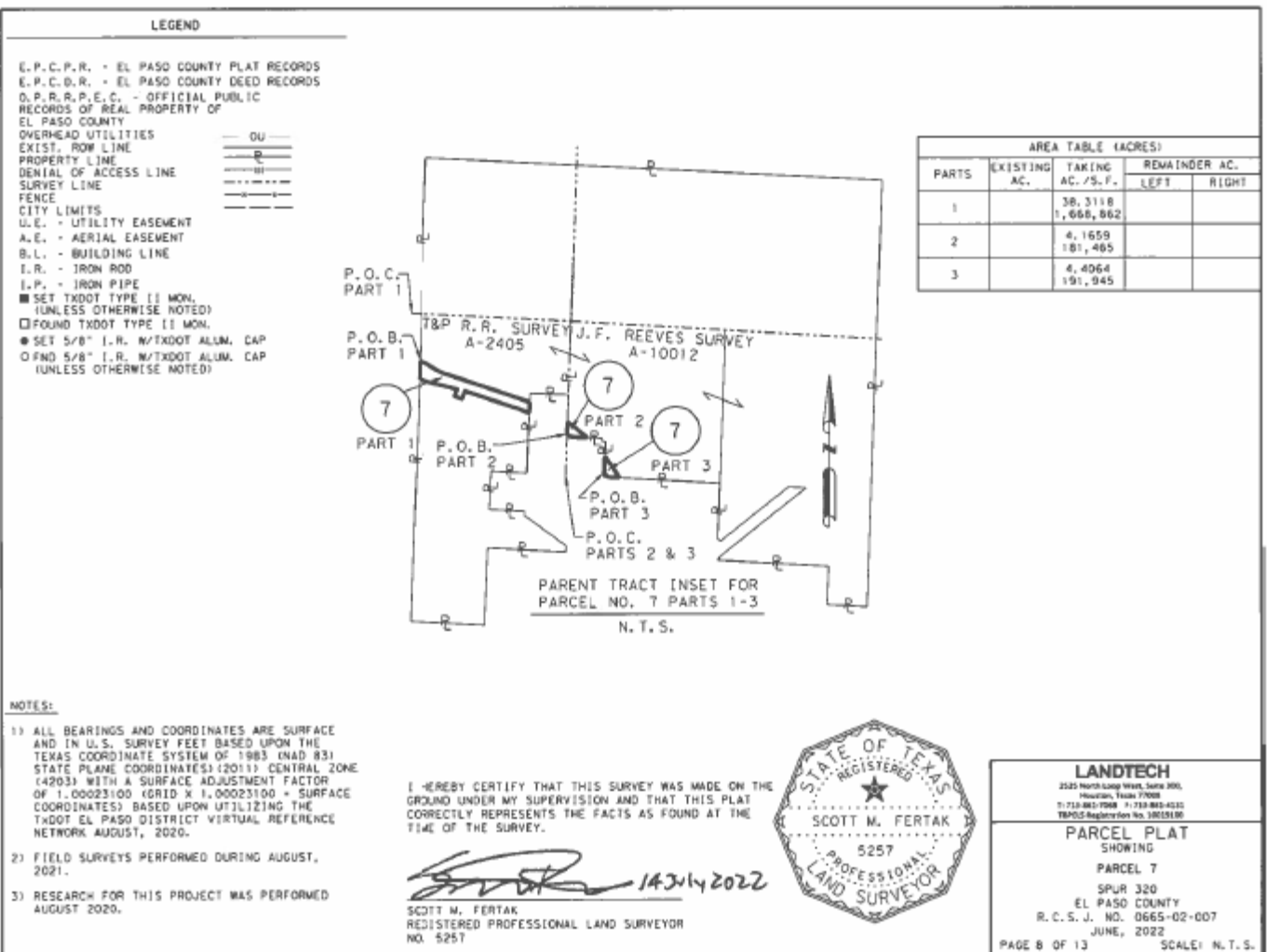
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



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

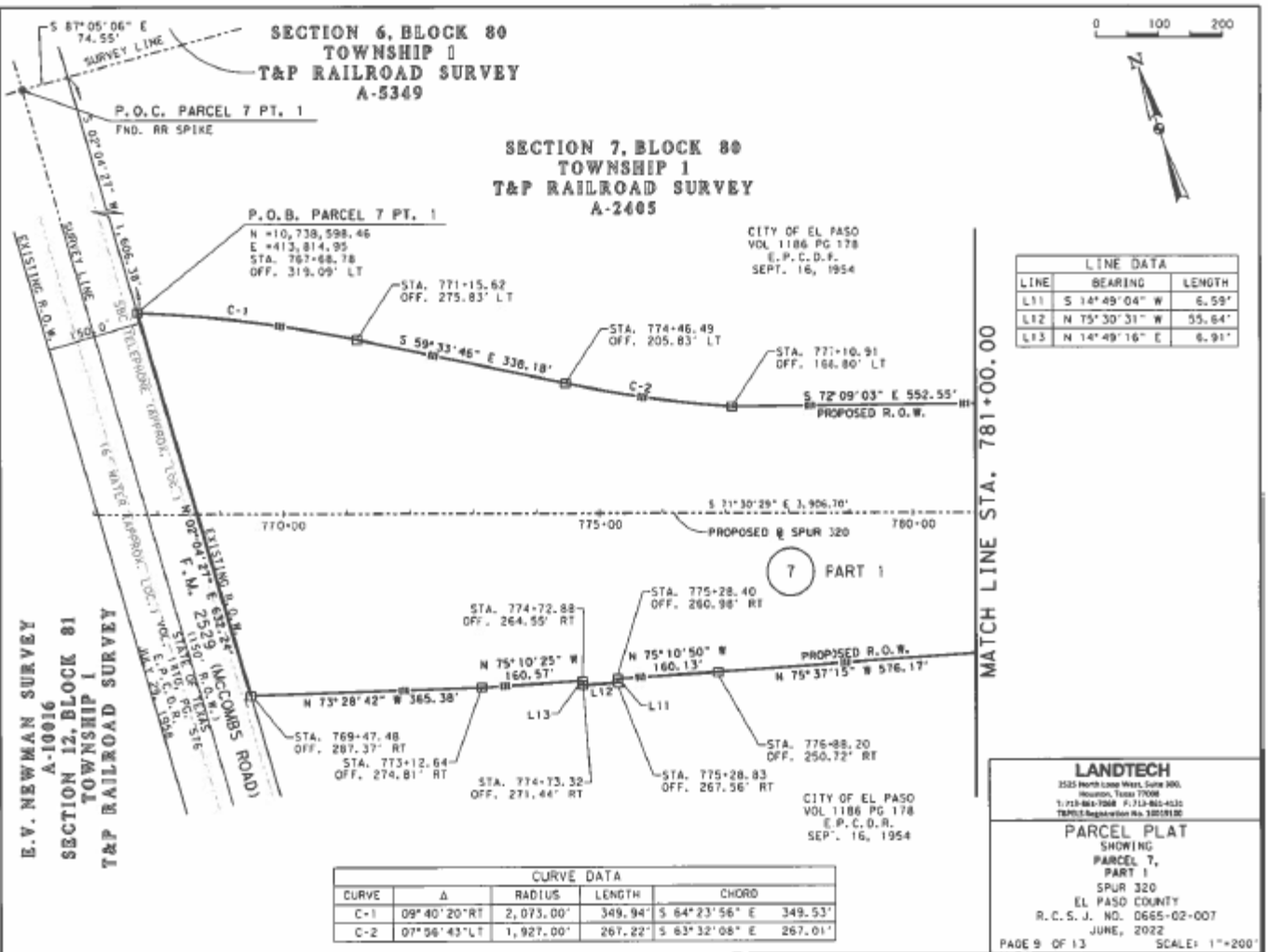
# COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY  
STEWART TITLE GUARANTY COMPANY



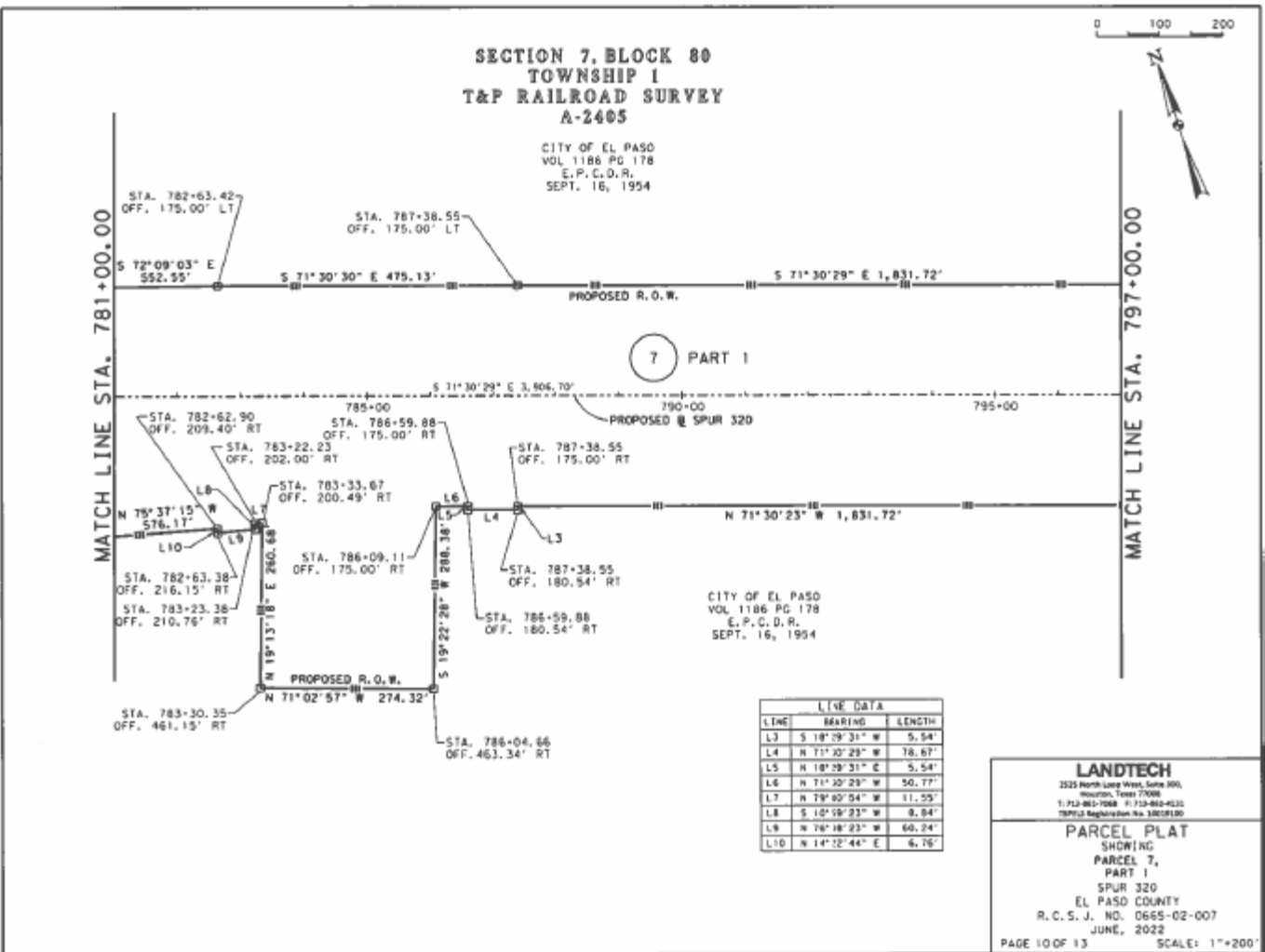
# COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY  
STEWART TITLE GUARANTY COMPANY



# COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY  
STEWART TITLE GUARANTY COMPANY



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STEWART TITLE GUARANTY COMPANY









# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### EXCEPTIONS FROM COVERAGE

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

- ~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.  
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Any and all leases, recorded and unrecorded, and rights of parties therein.
- c) Water Rights Deed dated November 3, 1976, executed by Price's Producers Incorporated to the City of El Paso, of record in [Volume 903, Page 450](#), Deed Records of El Paso County, Texas. (Title to above said interests have not been investigated subsequent to the execution date of cited instruments. The Company makes no representation as to the present ownership of any such interests.)
- d) Oil, Gas and Mineral Reservation dated December 30, 1947, executed by Robert B. Price to Price's Producers Incorporated, recorded in [Volume 885, Page 607](#), Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)
- e) Oil, Gas and Mineral Reservation dated September 16, 1954, executed by Price's Producers Incorporated to the City of El Paso, recorded in Volume 1186, Page 178, Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)
- f) Confirmation of Reservation of Minerals dated August 2, 1984, executed by Price's Producers Incorporated, et al to the Public, recorded in [Volume 1481, Page 1492](#), Official Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)
- g) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- h) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

## COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deed recorded in Volume 1186, Page 178, Deed Records of El Paso County, Texas.
7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. **THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.**
8. Company requires for its review satisfactory documentation from the City of El Paso authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.
9. NOTE TO CLOSER: No outstanding liens of record, please inquire,
10. File to be updated prior to closing.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128029

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022**:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:  
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

|                       |  |
|-----------------------|--|
| Frederick H. Eppinger | Chairman, Chief Executive Officer and President        |
| David C. Hisey        | Chief Financial Officer, Assistant Secretary-Treasurer |
| John L. Killea        | Executive Vice President, Chief Legal Officer          |
| Julie Warnock         | Secretary, Assistant Treasurer                         |
| Scott Gray            | Treasurer, Assistant Secretary                         |

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

|                     |         |
|---------------------|---------|
| Owner's Policy      | TBD     |
| Loan Policy         | \$0.00  |
| Endorsement Charges | \$25.00 |
| Other               |         |
| Total               | TBD     |

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

| Amount |     |    | To Whom | For Service |
|--------|-----|----|---------|-------------|
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |

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

T-7 Commitment Schedule D Revised 1/1/2022



## **DISCLOSURE REGARDING FUNDS FOR CLOSING**

**(to be provided with or within the Commitment for Title Insurance)**

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

# STEWART TITLE GUARANTY COMPANY

## DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

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SIGNATURE

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DATE



## STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

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

**A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

**B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

**C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

**D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

**E. Internet or other similar network activity.** Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

### **F. Geolocation data**

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

#### **A. Your Consumer Rights and Choices Under CCPA and CPRA**

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

##### **i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

##### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

##### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

##### **iv. Correction of Inaccurate Information**

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

**v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com); or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

**Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

**Changes to This CCPA Notice**

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

**Link to Privacy Notice**

<https://www.stewart.com/en/privacy.html>

**Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



September 5, 2023

File No.: 2128106

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**

Thank you for your business.

Sincerely,  
Stewart Title Company

Ron Rush

**Stewart Title Company**  
415 North Mesa Street  
El Paso, TX 79901  
(915) 225-8200 main (915) 225-8290 fax  
Ron.Rush@stewart.com



## COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.**

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Authorized Countersignature

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

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

## CONDITIONS AND STIPULATIONS

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

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



**STEWART TITLE GUARANTY COMPANY**

**IMPORTANT INFORMATION**

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

1-800-729-1902

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

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

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

**AVISO IMPORTANTE**

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

|                   |   |
|-------------------|---|
| File No.: 2128106 | Effective Date:<br>September 10, 2023 at 8:00AM |
| CLOSER: Ron Rush  | Issued:<br>September 20, 2023 7:49AM            |

1. The policy or policies to be issued are:
  - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED: State of Texas Department of Transportation
  - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
  - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured  
mortgage, except a successor who is an obligor under the provisions of Section 12(c) of  
the Conditions.  
Proposed Borrower: State of Texas Department of Transportation
  - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
  - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
  - f. OTHER:  
Policy Amount: \$  
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:  
  
FEE SIMPLE
3. Record title to the land on the Effective Date appears to be vested in:  
  
City of El Paso
4. Legal description of land:  
  
See Exhibit "A" Attached Hereto

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 2128106

Being a total of 2,642,974 square feet or 60.6743 acres of land, situated in the Texas and Pacific Railroad Company Survey, Abstract No. 2405, Section 7, Block 80, Township 1; Texas and Pacific Railroad Company Survey, Abstract No. 2399, Section 17, Block 80, Township 1; and the J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas; said 2,642,974 square feet or 60.6743 acres of land being more particularly described by metes and bounds in three (3) parts on attached Exhibit "A".

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 8

Page 1 of 15

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

HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-007  
OWNER: The City of El Paso (for the El Paso Water Utilities Public Service Board)

**Property Description for Parcel 8**

Being a total of 2,642,974 square feet or 60.6743 acres of land, situated in the Texas and Pacific Railroad Company Survey Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Survey Abstract No. 2399, Section 17, Block 80, Township 1 and the J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land conveyed to City of El Paso (for the El Paso Water Utilities Public Service Board) by Document No. 20030066805 recorded in the Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and being more particularly described by metes and bounds in three (3) parts as follows;

**Part 1:**

Being 520,531 square feet or 11.9497 acres of land out of a 44.6 acre tract of land known as Parcel 1 as conveyed to The City of El Paso by said Document No. 20030066805, situated in said Texas and Pacific Railroad Company Survey, Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

**COMMENCING**, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common corner of said Sections 7 and 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, same being an interior corner of a called 432.88 acre tract of land known as Parcel 2 as conveyed to The City of El Paso by said Document No. 20030066805, O.P.R.R.P.E.P.C.;

**THENCE**, North 02°04'15" East, with the common boundary of said Sections 7 and 8, Block 80, at a distance of 1,322.25 feet pass the common corner of said City of El Paso Parcel 1 and Parcel 2 and a tract of land conveyed to the City of El Paso by deed recorded in Volume 1186, Page 178, El Paso County Deed Records (E.P.C.D.R.) continuing for a total distance of 1,418.43 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and beginning of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,736,044.05 and E=418,931.93, located 175.03 feet right of proposed Spur 320 Baseline Station 825+21.92;

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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1. **THENCE**, with said proposed southerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 1,499.04 feet, a central angle of 14 degrees 44 minutes 41 seconds, and a chord which bears North 60°14'40" West, a distance of 1,494.91 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said Parcel 1, City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., for the end of said curve to the left and a westerly corner of the herein described parcel and the end of said Denial of Access Line, located 175.05 feet right of proposed Spur 320 Baseline Station 809+77.83;
2. **THENCE**, North 02°03'41" East, with the common boundary of said City of El Paso tracts, a distance of 371.85 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for the most northerly corner herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 808+52.34;
3. **THENCE**, with said proposed northerly right-of-way and Denial of Access Line said curve to the right having a radius of 6,175.00 feet, an arc length of 1,475.93 feet, a central angle of 13 degrees 41 minutes 41 seconds, and a chord which bears South 61°58'02" East, a distance of 1,472.42 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of Sections 7 and said Block 80 and the common boundary of the aforesaid City of El Paso tracts for the end of said curve to the right and end of said Denial of Access Line for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 822+86.44;
4. **THENCE**, South 02°04'15" West, with the common boundary of said Sections 7 and 8, and the common boundary of same City of El Paso tracts, a distance of 421.81 feet to the **POINT OF BEGINNING** and containing 520,531 square feet or 11.9497 acres of land.

**Part 2:**

Being 513,564 square feet or 11.7898 acres of land, out of a 432.88 acre tract of land known as Parcel 2 as conveyed to City of El Paso (for the El Paso Water Utilities Public Service Board) by said Document No. 20030066805 O.P.R.R.P.E.P.C., situated in said J. F. Reeves Survey, Abstract No. 10012, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

**COMMENCING**, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common corner of Sections 8 and 17, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being an interior corner of said Parcel 2, City of El Paso tract;

**THENCE**, South 86°49'00" East, with the common boundary of Sections 8 and 17, said Block 80, a distance of 1,321.23 feet to the common corner of said City of El Paso Parcel 2 and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R.;

# COMMITMENT FOR TITLE INSURANCE

## EXHIBIT "A"

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**THENCE**, North 03°04'45" East, with the common boundary of said City of El Paso tracts, a distance of 158.03 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and beginning of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,734,710.98 and E=420,208.35, located 175.01 feet right of proposed Spur 320 Baseline Station 844+31.04;

1. **THENCE**, with said proposed southerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 1,265.25 feet, a central angle of 12 degrees 26 minutes 43 seconds, and a chord which bears North 40°51'50" West, a distance of 1,262.76 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 175.03 feet right of proposed Spur 320 Baseline Station 831+27.78;
2. **THENCE**, South 40°37'12" West, with said proposed southerly right-of-way and Denial of Access Line, a distance of 243.31 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 418.13 feet right of proposed Spur 320 Baseline Station 831+38.25;
3. **THENCE**, North 48°55'04" West, continuing with said proposed southerly right-of-way and Denial of Access Line, a distance of 249.68 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 420.97 feet right of proposed Spur 320 Baseline Station 828+69.79;
4. **THENCE**, North 41°04'56" East, continuing with said proposed southerly right-of-way and Denial of Access Line, a distance of 245.95 feet to a TxDOT Type II brass cap monument found at the beginning of a curve to the left, for a southerly corner of the herein described parcel, located 175.03 feet right of proposed Spur 320 Baseline Station 828+72.58;
5. **THENCE**, with said proposed southerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 176.25 feet, a central angle of 01 degrees 44 minutes 01 seconds, and a chord which bears North 50°23'24" West, a distance of 176.24 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso Parcel 2 and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., for the end of said curve to the left and said Denial of Access Line, and a northerly corner of the herein described parcel, located 175.03 feet right of proposed Spur 320 Baseline Station 826+91.04;
6. **THENCE**, South 87°55'30" East, with the common boundary of the aforesaid City of El Paso tracts, a distance of 558.86 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 831+26.98;

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7. **THENCE**, with said proposed northerly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 908.84 feet, a central angle of 08 degrees 25 minutes 58 seconds, and a chord which bears South 42°52'37" East, a distance of 908.02 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of same City of El Paso tracts for an easterly corner of the herein described parcel and end of said curve to the right and Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 840+10.06;
8. **THENCE**, South 03°04'45" West, with the common boundary of said City of El Paso tracts, a distance of 547.27 feet to the **POINT OF BEGINNING** and containing 513,564 square feet or 11.7898 acres of land.

#### Part 3:

Being 1,608,879 square feet or 36.9348 acres of land, out of said 432.88 acre tract of land known as Parcel 2 as conveyed to The City of El Paso (for the El Paso Water Utilities Public Service Board) by Document No. 20030066805, situated in Texas and Pacific Railroad Company Survey, Abstract No. 2399, Section 17, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

**COMMENCING**, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common corner of Sections 8 and 17, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being an interior corner of said City of El Paso Parcel 2;

**THENCE**, South 86°49'00" East, with the common boundary of Sections 8 and 17, said Block 80, at a distance of 1,321.23 feet pass the common corner of said Parcel 2 City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., continuing with the aforesaid City of El Paso tracts, for a total distance of 1,439.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly right-of-way line of the proposed Spur 320 and end of a Denial of Access Line, for a northerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,734,546.62 and E=420,317.84, located 175.01 feet right of proposed Spur 320 Baseline Station 846+34.48;

1. **THENCE**, South 86°49'00" East, with the common boundary of Sections 8 and 17, said Block 80 and the common boundary of said City of El Paso tracts a distance of 425.76 feet to a 5/8-inch iron rod found on the easterly right-of-way line of said proposed Spur 320, at the beginning of a curve to the right for a northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 848+77.01;



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2. **THENCE**, with said proposed easterly right-of-way and Denial of Access Line, said curve to the right, having a radius of 6,175.00 feet, an arc length of 610.85 feet, a central angle of 05 degrees 40 minutes 04 seconds, and a chord which bears South 27°32'52" East, a distance of 610.60 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 854+70.55;
3. **THENCE**, South 24°42'50" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 1,537.83 feet to a TxDOT Type II brass cap monument found for an easterly corner and beginning of a curve to the right of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 870+08.39;
4. **THENCE**, with said proposed easterly right-of-way and Denial of Access Line, said curve to the right, having a radius of 3,023.00 feet, an arc length of 319.39 feet, a central angle of 06 degrees 03 minutes 13 seconds, and a chord which bears South 27°35'11" East, a distance of 319.24 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 191.00 feet left of proposed Spur 320 Baseline Station 873+27.23;

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

5. **THENCE**, South 26°28'35" East, a distance of 520.00 feet, located 206.99 feet left of proposed Spur 320 Baseline Station 878+46.98;
6. **THENCE**, South 24°42'53" East, a distance of 440.60 feet, located 207.00 feet left of proposed Spur 320 Baseline Station 882+87.58;
7. **THENCE**, South 23°15'32" East, a distance of 175.15 feet, located 202.55 feet left of proposed Spur 320 Baseline Station 884+62.68;
8. **THENCE**, North 66°58'59" East, a distance of 17.33 feet, located 219.87 feet left of proposed Spur 320 Baseline Station 884+63.19;
9. **THENCE**, South 23°00'57" East, a distance of 62.32 feet, located 218.03 feet left of proposed Spur 320 Baseline Station 885+25.49;
10. **THENCE**, South 66°59'01" West, a distance of 17.07 feet, located 200.97 feet left of proposed Spur 320 Baseline Station 885+24.98;
11. **THENCE**, South 23°15'26" East, a distance of 231.35 feet, located 195.08 feet left of proposed Spur 320 Baseline Station 887+56.26;
12. **THENCE**, North 65°17'11" East, a distance of 22.85 feet, located 217.94 feet left of proposed Spur 320 Baseline Station 887+56.26;

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13. **THENCE**, South 26°04'34" East, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 79.90 feet to a TxDOT Type II brass cap monument found on the northerly right-of-way line of U.S. Highway 54, a 400.00 feet wide right-of-way as described by deed recorded in Volume 1202, Page 2447, E.P.C.D.R., for an easterly corner of the herein described parcel and end of said Denial of Access Line, located 219.84 feet left of proposed Spur 320 Baseline Station 888+36.13;
14. **THENCE**, South 51°37'39" West, with the northerly right-of-way of said U.S. Highway 54, a distance of 468.60 feet to a TxDOT Type II brass cap monument found on the westerly right-of-way line of the proposed Spur 320 for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 235.52 feet right of proposed Spur 320 Baseline station 889+46.79;
15. **THENCE**, North 24°42'50" West, with said proposed westerly right-of-way of the proposed Spur 320 and Denial of Access Line, a distance of 78.21 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 235.52 feet right of proposed Spur 320 Baseline Station 888+68.58;
16. **THENCE**, North 65°17'18" East, with said proposed westerly right-of-way and Denial of Access Line, a distance of 12.61 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 222.90 feet right of proposed Spur 320 Baseline Station 888+68.58;
17. **THENCE**, North 24°42'50" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 333.76 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 222.90 feet right of proposed Spur 320 Baseline Station 885+34.82;
18. **THENCE**, South 65°17'05" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 10.00 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 232.90 feet right of proposed Spur 320 Baseline Station 885+34.82;
19. **THENCE**, North 24°42'50" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 62.34 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 232.90 feet right of proposed Spur 320 Baseline Station 884+72.48;
20. **THENCE**, North 65°26'38" East, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 10.01 feet to a TxDOT Type II brass cap monument found at the beginning of a curve to the right for a westerly corner of the herein described parcel, located 222.90 feet right of proposed Spur 320 Baseline Station 884+72.50;

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21. **THENCE**, continuing with said proposed westerly right-of-way and Denial of Access Line, said curve to the right, having a radius of 2,118.94 feet, an arc length of 162.19 feet, a central angle of 04 degrees 23 minutes 08 seconds, and a chord which bears North 22°21'48" West, a distance of 162.15 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 216.25 feet right of proposed Spur 320 Baseline Station 883+10.49;
22. **THENCE**, North 20°07'53" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 120.17 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 206.65 feet right of proposed Spur 320 Baseline Station 881+90.70;
23. **THENCE**, North 18°44'56" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 252.41 feet to a TxDOT Type II brass cap monument concrete found at the beginning of a curve to the left for a westerly corner of the herein described parcel, located 180.41 feet right of proposed Spur 320 Baseline Station 879+39.66;
24. **THENCE**, with said proposed westerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 1,000.00 feet, an arc length of 104.11 feet, a central angle of 05 degrees 57 minutes 55 seconds, and a chord which bears North 21°43'52" West, a distance of 104.06 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 878+35.74;
25. **THENCE**, North 24°42'49" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 110.49 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 877+25.25;
26. **THENCE**, South 66°56'07" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 283.18 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 458.06 feet right of proposed Spur 320 Baseline Station 877+17.10;
27. **THENCE**, North 23°03'53" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 272.00 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 450.23 feet right of proposed Spur 320 Baseline Station 874+45.22;
28. **THENCE**, North 66°56'07" East, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 275.34 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 874+53.14;

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29. **THENCE**, North 24°42'50" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 1,982.59 feet to a TxDOT Type II brass cap monument concrete found at the beginning of a curve to the left for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 854+70.55;
30. **THENCE**, continuing with said proposed westerly right-of-way of the proposed Spur 320 and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 811.69 feet, a central angle of 07 degrees 59 minutes 02 seconds, and a chord which bears North 28°42'24" West, a distance of 811.03 feet to the **POINT OF BEGINNING** and containing 1,608,879 square feet or 36.9348 acres of land, and containing a combined 2,642,974 square feet or 60.6743 acres of land within Parts 1, 2 & 3.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)-West\_VRS\_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

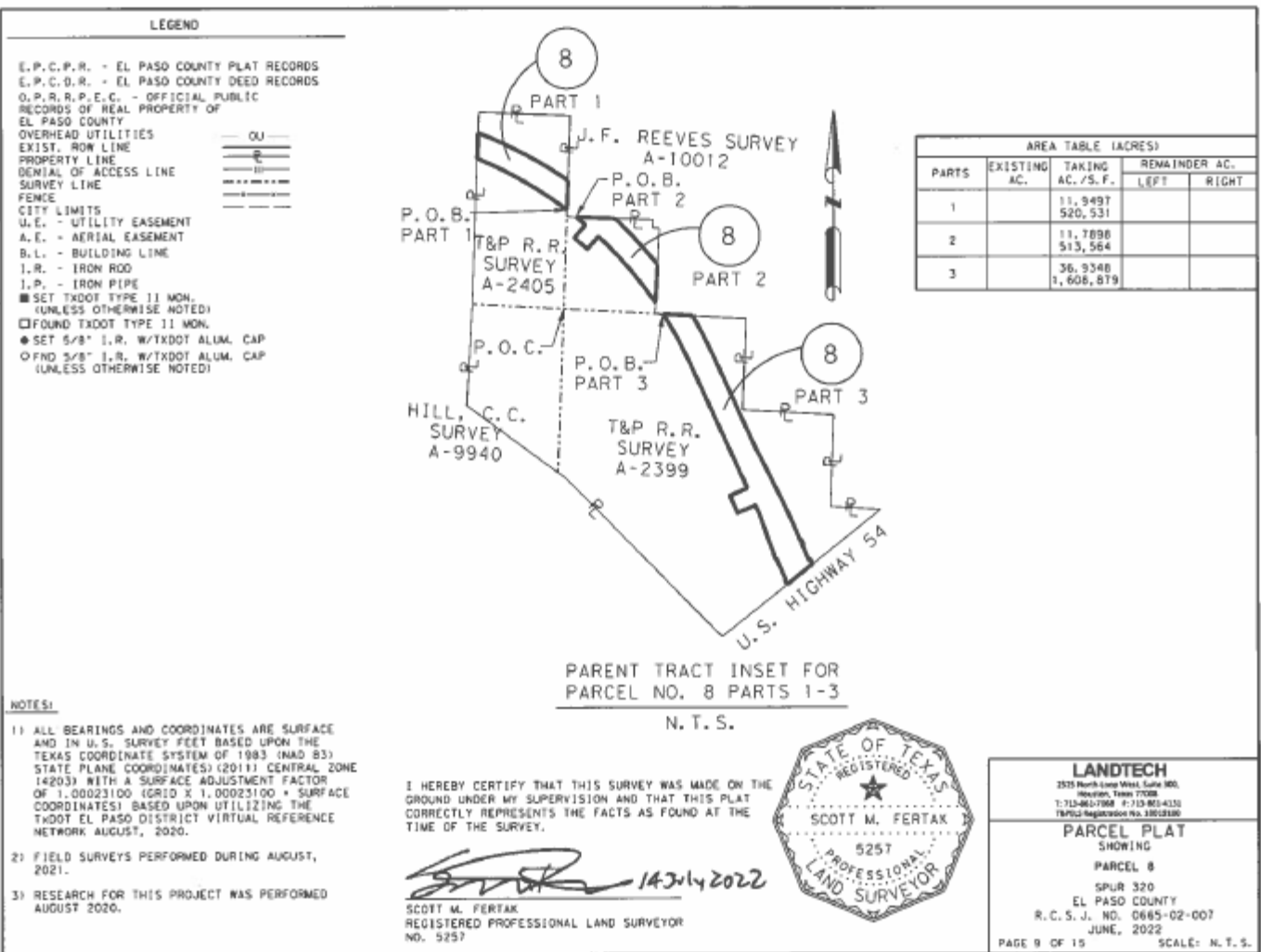
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



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

# COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

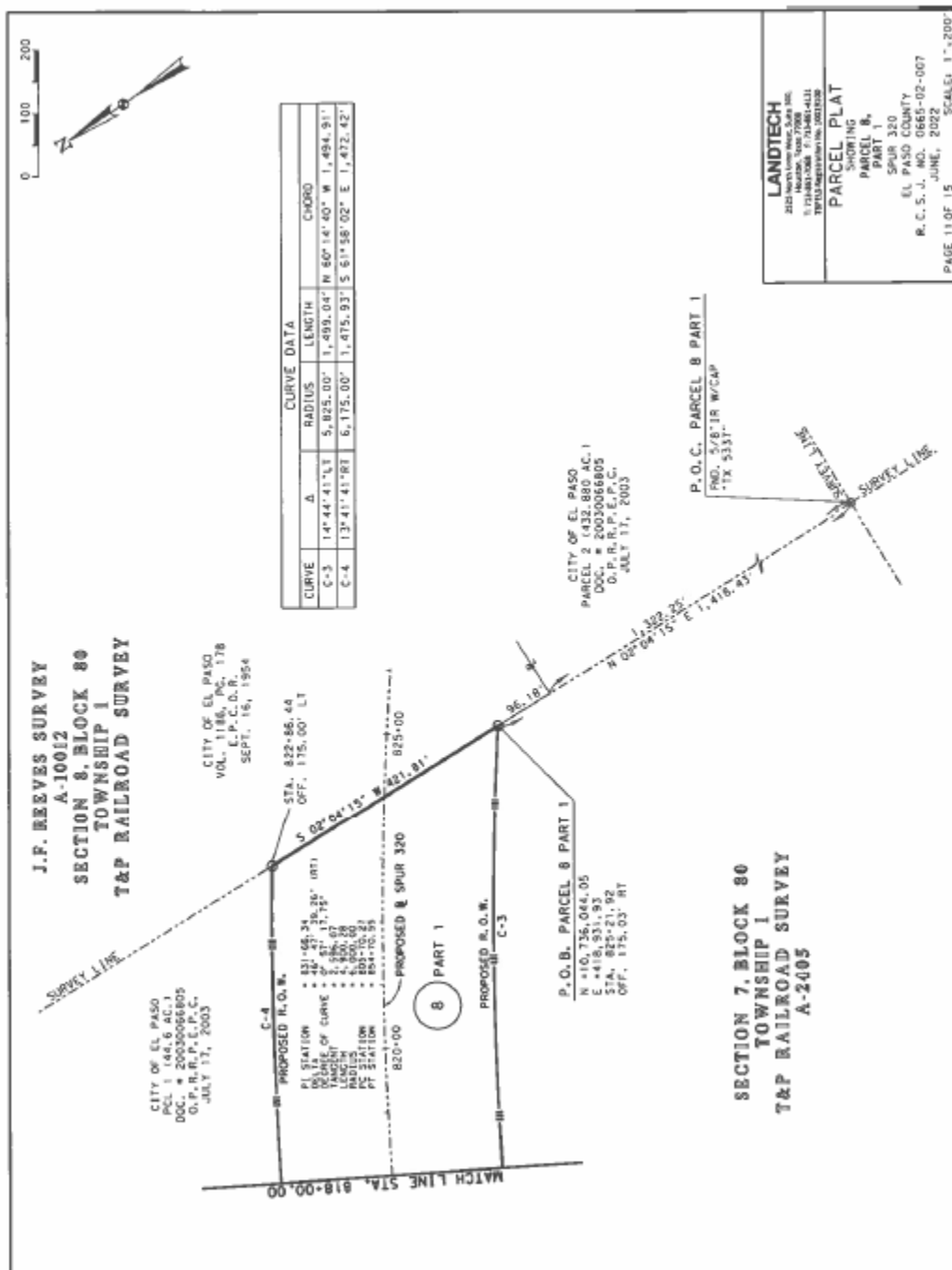
ISSUED BY  
STEWART TITLE GUARANTY COMPANY



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STEWART TITLE GUARANTY COMPANY



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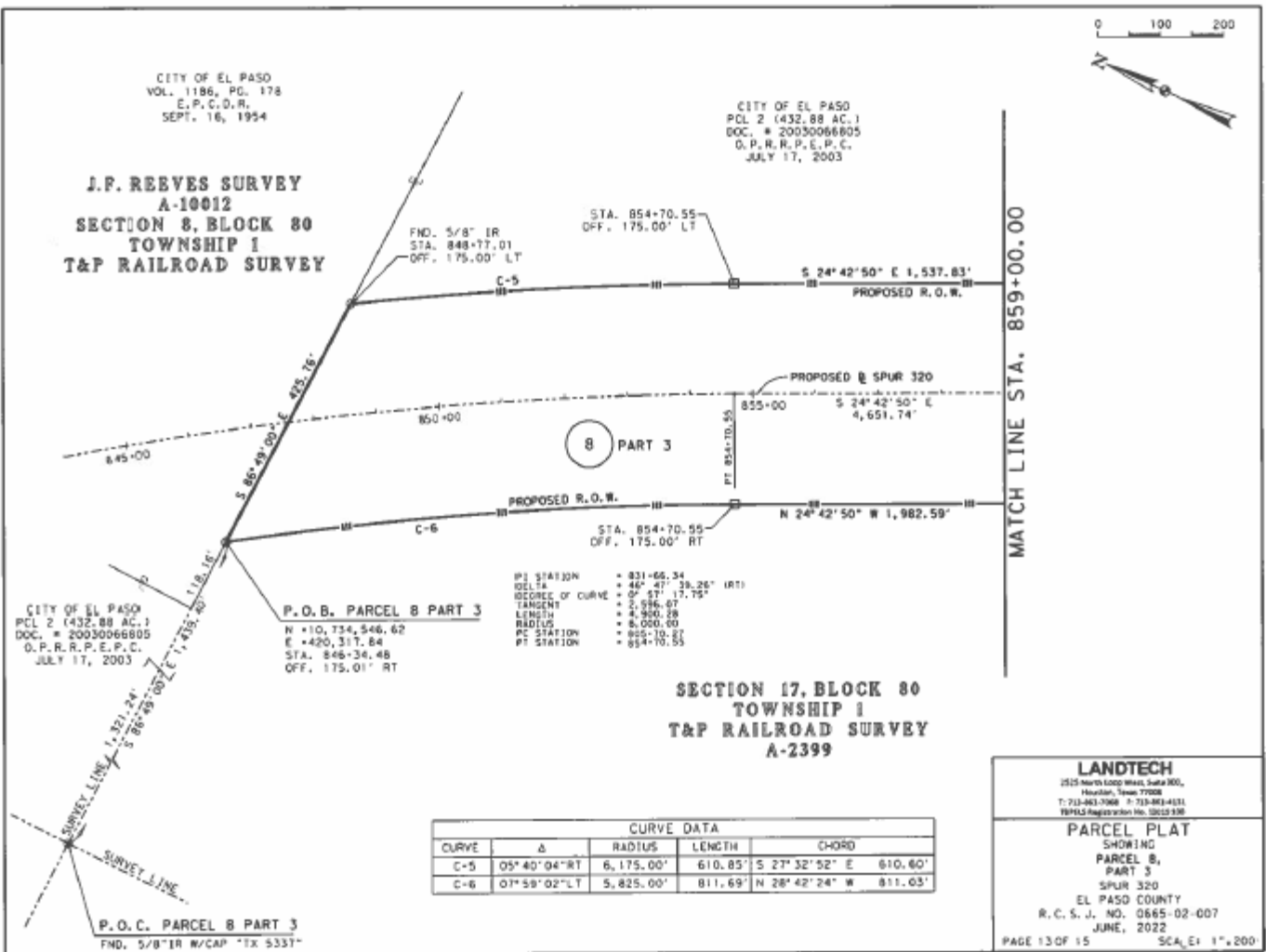
ISSUED BY  
STEWART TITLE GUARANTY COMPANY





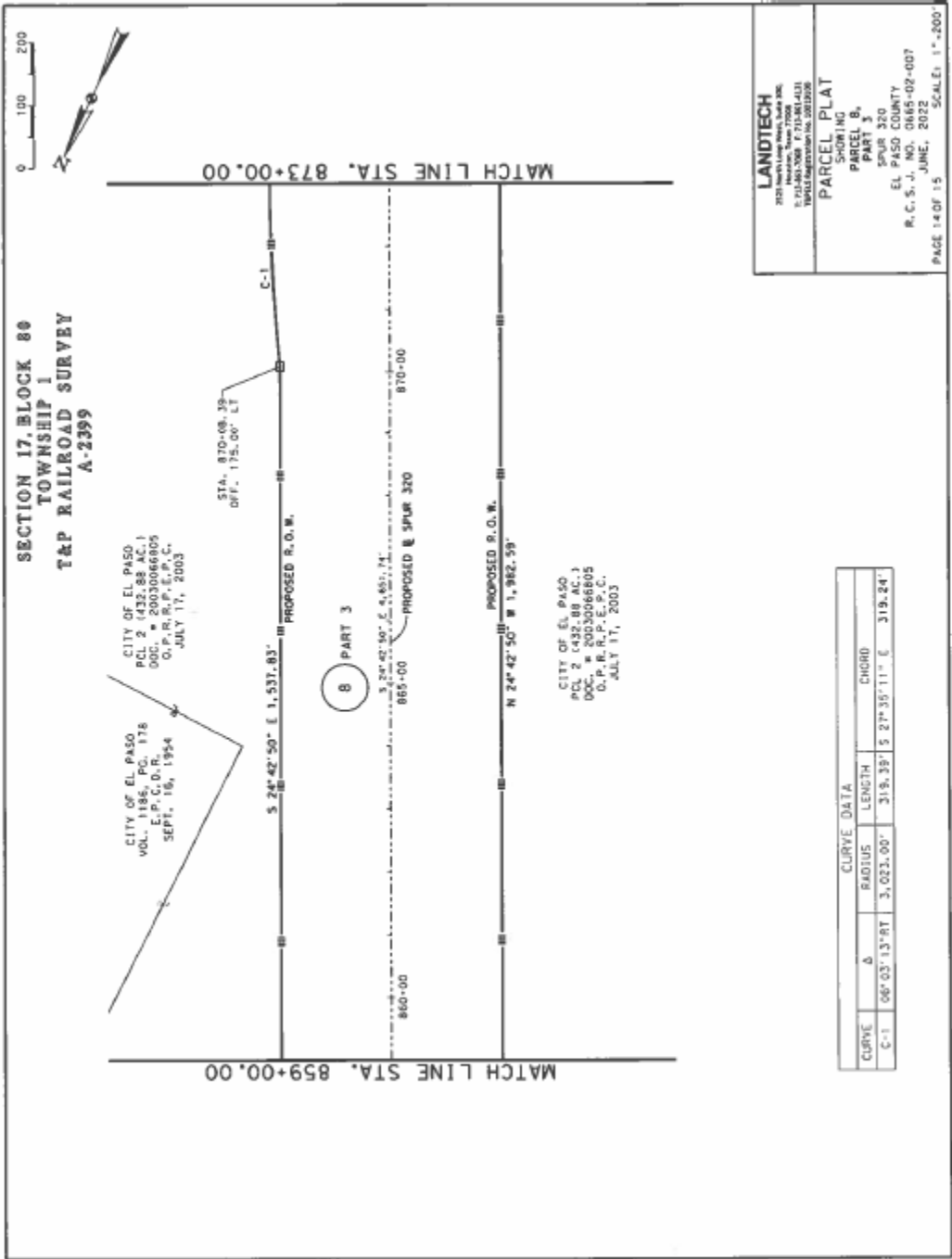
# COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY  
STEWART TITLE GUARANTY COMPANY



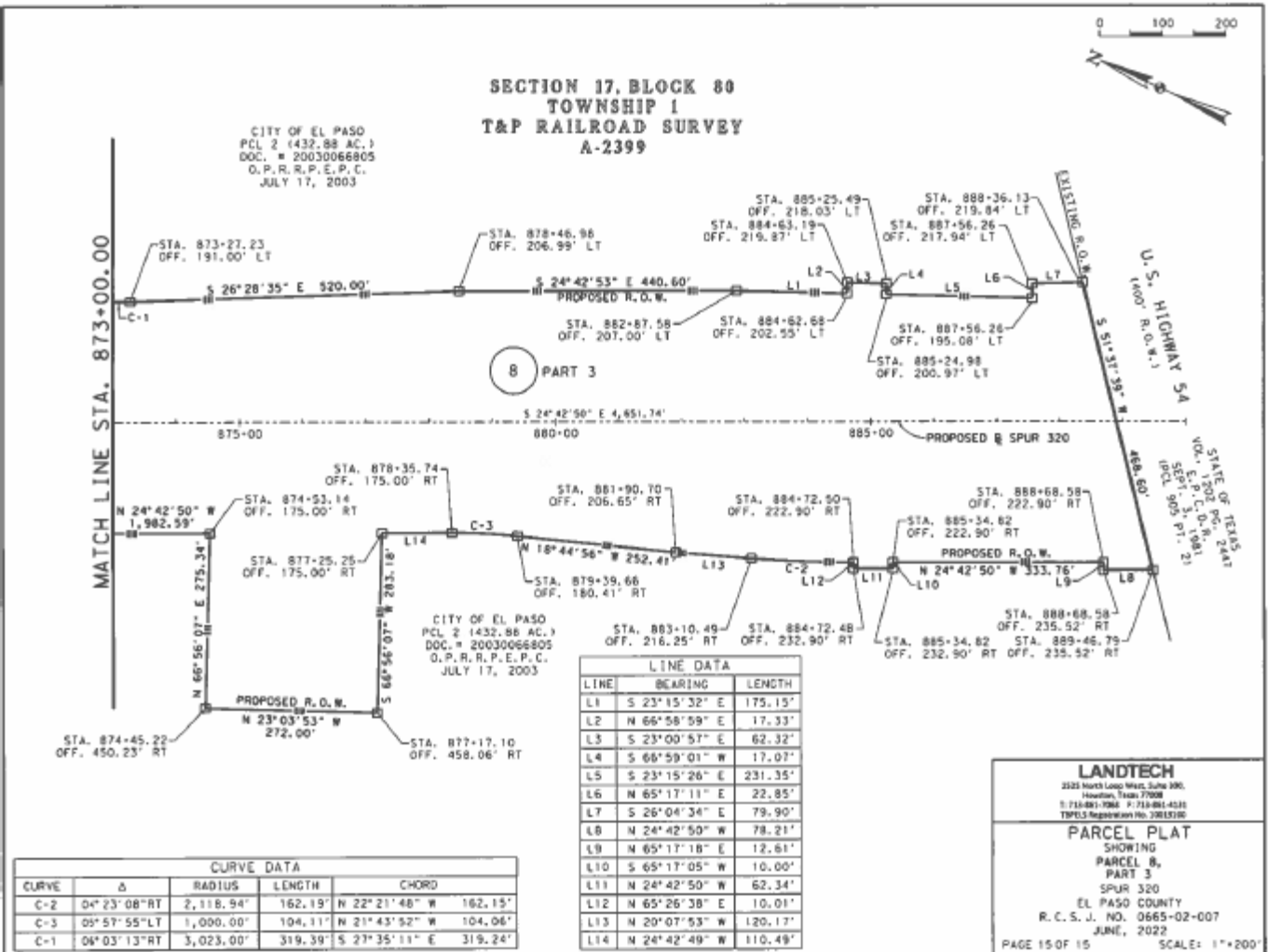
COMMITMENT FOR TITLE INSURANCE  
 EXHIBIT "A"  
 LEGAL DESCRIPTION

ISSUED BY  
 STEWART TITLE GUARANTY COMPANY



# COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY  
STEWART TITLE GUARANTY COMPANY



# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### EXCEPTIONS FROM COVERAGE

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

- ~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.  
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Any and all leases, recorded and unrecorded, and rights of parties therein.
- c) Easement Agreement dated July 20, 2007, executed by City of El Paso (El Paso Water Utilities Public Service Board) to SFPP, L.P. (Kinder Morgan), of record under Instrument Number [20100065509](#), as amended under Instrument Number [20130010601](#), Official Records of El Paso County, Texas.
- d) License Agreement dated August 7, 2013, executed by City of El Paso (El Paso Water Utilities Public Service Board) to Magellan Pipeline L. P., of record under Instrument Numbers [20130059975](#) and [20130081297](#), as amended by Instrument Number 20140024886, all Official Records of El Paso County, Texas.
- e) Water Rights Deed dated November 3, 1976, executed by Price's Producers Incorporated to the City of El Paso, of record in [Volume 903, Page 450](#), Deed Records of El Paso County, Texas. (Title to above said interests have not been investigated subsequent to the execution date of cited instruments. The Company makes no representation as to the present ownership of any such interests.)
- f) Confirmation of Reservation of Minerals dated August 2, 1984, executed by Price's Producers Incorporated, et al to the Public, recorded in [Volume 1481, Page 1492](#), Official Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)
- g) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- h) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

## COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deeds recorded in [Volume 4352, Page 569](#); [Volume 4352, Page 577](#); [Volume 4352, Page 585](#) and [Volume 4352, Page 593](#); as corrected in [Volume 4614, Page 353](#), [Volume 4614, Page 361](#), [Volume 4614, Page 369](#) and [Volume 4614, Page 377](#), all Deed Records of El Paso County, Texas.
7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.
8. Company requires for its review satisfactory documentation from the City of El Paso authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.
9. NOTE TO CLOSER: No outstanding liens of record, please inquire,
10. File to be updated prior to closing.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128106

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022**:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:  
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

|                       |  |
|-----------------------|--|
| Frederick H. Eppinger | Chairman, Chief Executive Officer and President        |
| David C. Hisey        | Chief Financial Officer, Assistant Secretary-Treasurer |
| John L. Killea        | Executive Vice President, Chief Legal Officer          |
| Julie Warnock         | Secretary, Assistant Treasurer                         |
| Scott Gray            | Treasurer, Assistant Secretary                         |

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

|                     |         |
|---------------------|---------|
| Owner's Policy      | TBD     |
| Loan Policy         | \$0.00  |
| Endorsement Charges | \$25.00 |
| Other               |         |
| Total               | TBD     |

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

| Amount |     |    | To Whom | For Service |
|--------|-----|----|---------|-------------|
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |

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

T-7 Commitment Schedule D Revised 1/1/2022





## **DISCLOSURE REGARDING FUNDS FOR CLOSING**

**(to be provided with or within the Commitment for Title Insurance)**

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

# STEWART TITLE GUARANTY COMPANY

## DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

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SIGNATURE

---

DATE

## STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

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

**A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

**B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

**C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

**D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

**E. Internet or other similar network activity.** Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

### **F. Geolocation data**

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

#### **A. Your Consumer Rights and Choices Under CCPA and CPRA**

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

##### **i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

##### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

##### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

##### **iv. Correction of Inaccurate Information**

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

**v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com); or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

**Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

**Changes to This CCPA Notice**

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

**Link to Privacy Notice**

<https://www.stewart.com/en/privacy.html>

**Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



September 5, 2023

File No.: 2128202

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**

Thank you for your business.

Sincerely,  
Stewart Title Company

Ron Rush

**Stewart Title Company**  
415 North Mesa Street  
El Paso, TX 79901  
(915) 225-8200 main (915) 225-8290 fax  
Ron.Rush@stewart.com





## COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.**

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Authorized Countersignature

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

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

## CONDITIONS AND STIPULATIONS

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

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

**STEWART TITLE GUARANTY COMPANY**

**IMPORTANT INFORMATION**

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

1-800-729-1902

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

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

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

**AVISO IMPORTANTE**

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

|                   |   |
|-------------------|---|
| File No.: 2128202 | Effective Date:<br>September 21, 2023 at 8:00AM |
| CLOSER: Ron Rush  | Issued:<br>September 28, 2023 2:53PM            |

1. The policy or policies to be issued are:
  - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED: State of Texas Department of Transportation
  - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
  - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured  
mortgage, except a successor who is an obligor under the provisions of Section 12(c) of  
the Conditions.  
Proposed Borrower: State of Texas Department of Transportation
  - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
  - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
  - f. OTHER:  
Policy Amount: \$  
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:  
  
FEE SIMPLE
3. Record title to the land on the Effective Date appears to be vested in:  
  
El Paso Water Utilities Board, a public corporation
4. Legal description of land:  
  
See Exhibit "A" Attached Hereto

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 2128202

Being 20,231 square feet or 0.4644 acres of land situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas; said 20,231 square feet or 0.4644 acres of land being more particularly described by metes and bounds on attached Exhibit "A".

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

# COMMITMENT FOR TITLE INSURANCE

## EXHIBIT "A"

### LEGAL DESCRIPTION

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 10

Page 1 of 4

TXDOTCONNECT Parcel No. P00066034.001

HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-007  
OWNER: El Paso Water Utilities Board

#### Property Description for Parcel 10

Being 20,231 square feet or 0.4644 acres of land situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a 50 feet wide tract of land conveyed to El Paso Water Utilities Board by deed recorded in Volume 1263, Page 1476, El Paso County Deed Records (E.P.C.D.R.) and being more particularly described by metes and bounds as follows:

**COMMENCING**, at a 2-inch iron pipe found for the common easterly corner of Sections 17 and 20, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, and on a line common to said El Paso Water Utilities Board tract and Mesquite Hills Unit 8, a called 37.03 acre subdivision recorded in Document No. 20180090676, Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.);

**THENCE**, North 86°47'17" West, with the common boundary of Sections 17 and 20, said Block 80, and the common boundary of said El Paso Water Utilities Board tract and said Mesquite Hills Unit 8, a distance of 722.22 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the easterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for the northeast corner and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,729,086.34 and E=423,234.66, located 177.28 feet left of proposed Spur 320 Baseline Station 908+22.08;

1. **THENCE**, with said proposed easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 2,030.00 feet, an arc length of 23.39 feet, a central angle of 00 degrees 39 minutes 36 seconds, and a chord which bears South 12°19'40" East, a distance of 23.39 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an easterly corner and beginning of a curve to the right of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 908+44.69;
2. **THENCE**, continuing with said easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 29.40 feet, a central angle of 00 degrees 16 minutes 22 seconds, and a chord which bears South 17°40'45" East, a distance of 29.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said El Paso Water Utilities Board tract and a City of El Paso tract, recorded in Volume 1186, Page 183, E.P.C.D.R., for the southeast corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 908+73.26;

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021  
Parcel 10  
Page 2 of 4

TXDOTCONNECT Parcel No. P00066034.001

3. **THENCE**, North 86°47'18" West, with the common boundary of said El Paso Water Utilities Board tract and said City of El Paso tract, a distance of 400.17 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly right-of-way line of the proposed Spur 320, for the southwest corner of the herein described parcel and beginning of a Denial of Access Line, located 197.47 feet right of proposed Spur 320 Baseline Station 907+26.61;
4. **THENCE**, North 25°04'28" West, with said proposed westerly right-of-way and Denial of Access Line, a distance of 56.78 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said El Paso Water Utilities Board and a tract of land conveyed to Newman Ranch Properties LLC by Document No. 20080086509 O.P.R.R.P.R.E.P.C., for the northwest corner of the herein described parcel, located 203.26 feet right of proposed Spur 320 Baseline Station 906+68.18;
5. **THENCE**, South 86°47'17" East, with said common boundary, a distance of 410.33 feet to the **POINT OF BEGINNING** and containing 20,231 square feet or 0.4644 acres of land.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)-West\_VRS\_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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

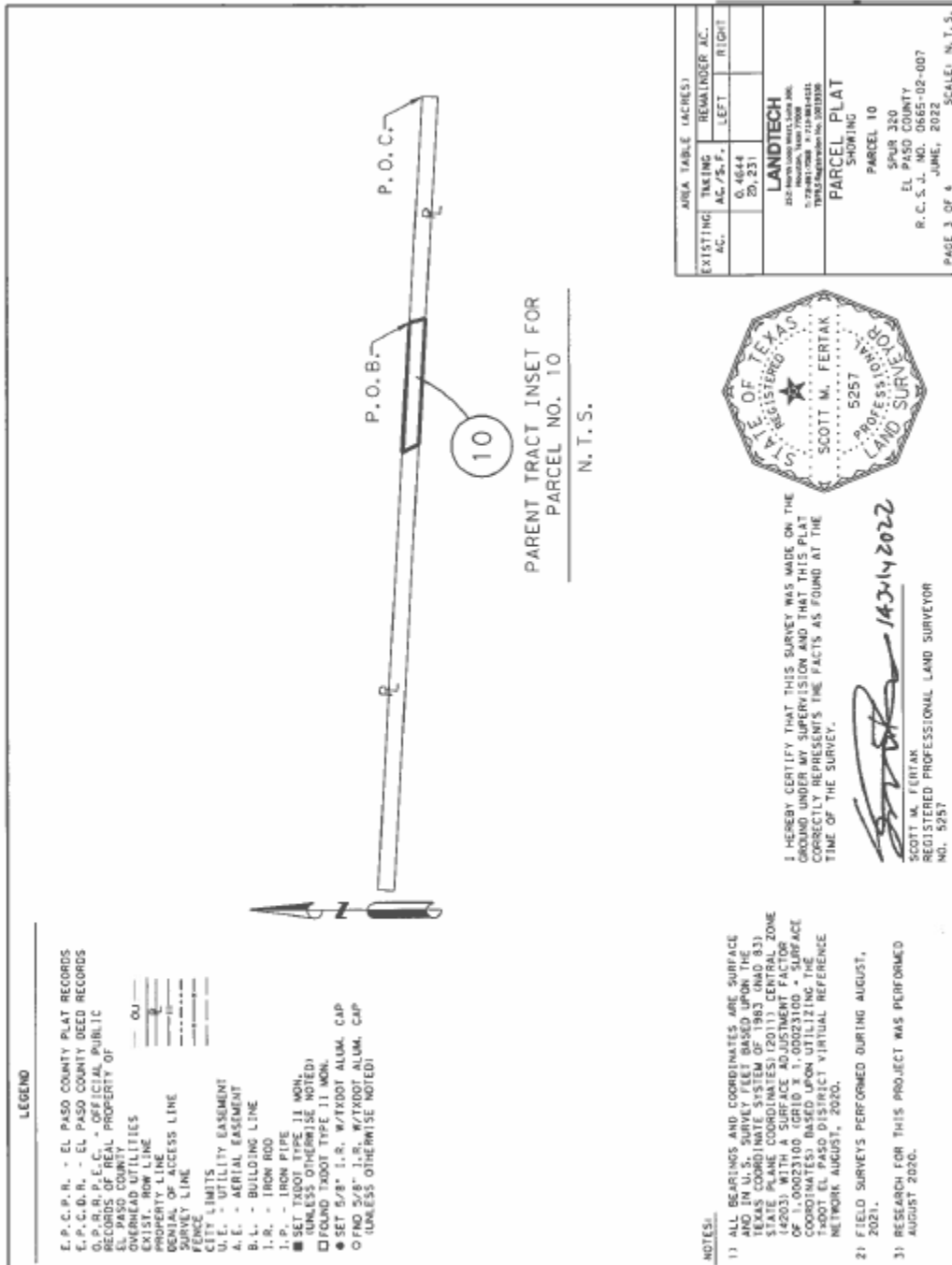


 14 July 2022  
Scott M. Fertak  
Registered Professional Land Surveyor  
No. 5257

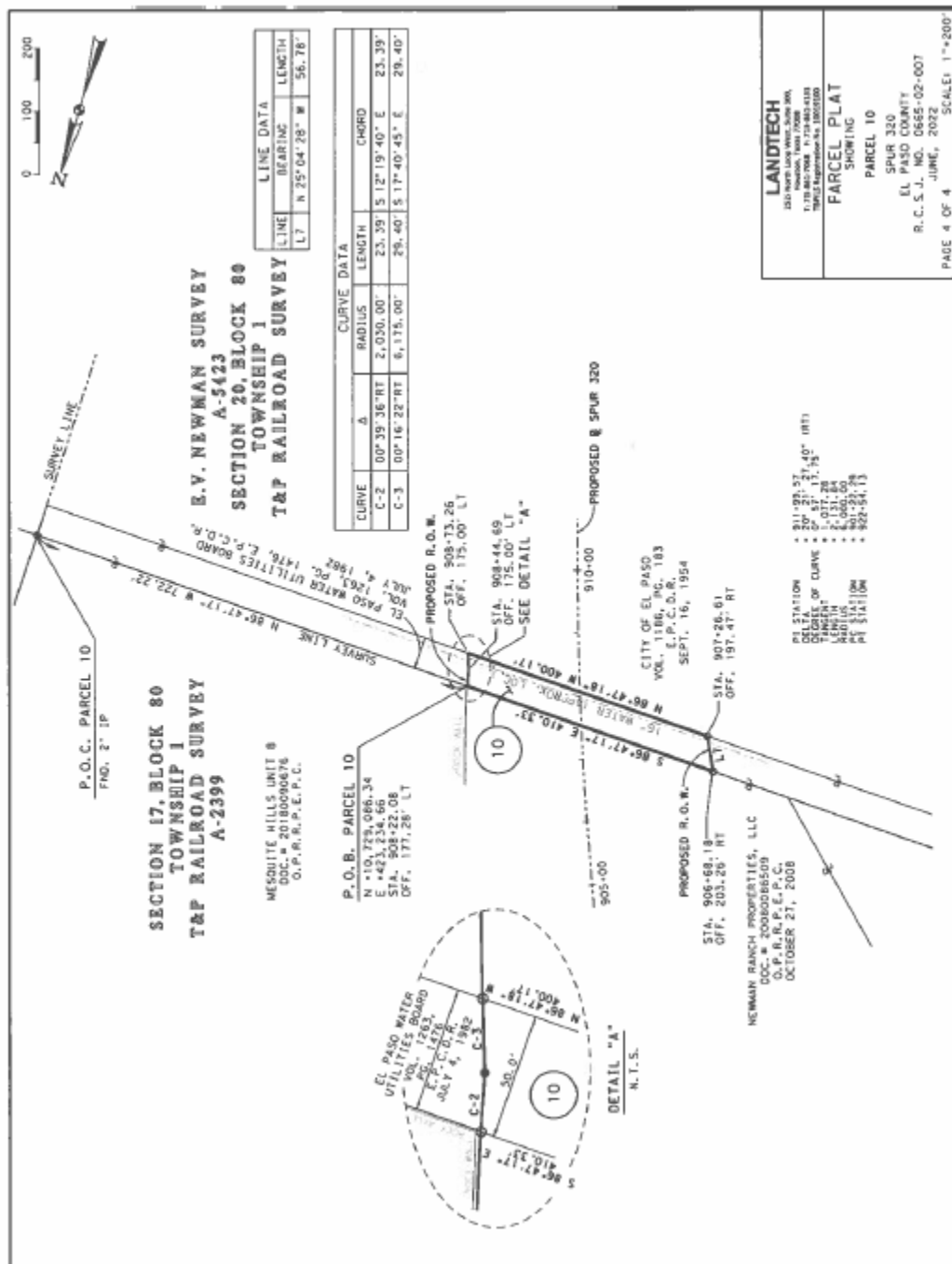


# COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY  
STEWART TITLE GUARANTY COMPANY



ISSUED BY  
STEWART TITLE GUARANTY COMPANY



# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### EXCEPTIONS FROM COVERAGE

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

- ~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.  
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

## **COMMITMENT FOR TITLE INSURANCE SCHEDULE B**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Any and all leases, recorded and unrecorded, and rights of parties therein.
- c) Underground water line shown on survey dated July 14, 2022 by Scott M. Fertak, RPLS No. 5257.
- d) All Oil, Gas and Minerals reserved by the State of Texas in patent to C. C. McCloskey of record in Texas General Land Office file 104409. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)
- e) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- f) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

## COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deed recorded in [Volume 1263, Page 1476](#), Deed Records of El Paso County, Texas.
7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.
8. Company requires for its review satisfactory documentation from the El Paso Water Utilities Board authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.
9. NOTE TO CLOSER: No outstanding liens of record, please inquire.
10. File to be updated prior to closing.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128202

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022**:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:  
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

|                       |  |
|-----------------------|--|
| Frederick H. Eppinger | Chairman, Chief Executive Officer and President        |
| David C. Hisey        | Chief Financial Officer, Assistant Secretary-Treasurer |
| John L. Killea        | Executive Vice President, Chief Legal Officer          |
| Julie Warnock         | Secretary, Assistant Treasurer                         |
| Scott Gray            | Treasurer, Assistant Secretary                         |

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

|                     |         |
|---------------------|---------|
| Owner's Policy      | TBD     |
| Loan Policy         | \$0.00  |
| Endorsement Charges | \$25.00 |
| Other               |         |
| Total               | TBD     |

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

| Amount |     |    | To Whom | For Service |
|--------|-----|----|---------|-------------|
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |

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

T-7 Commitment Schedule D Revised 1/1/2022



## **DISCLOSURE REGARDING FUNDS FOR CLOSING**

**(to be provided with or within the Commitment for Title Insurance)**

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.



# STEWART TITLE GUARANTY COMPANY

## DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

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SIGNATURE

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DATE

## STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

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

**A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

**B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

**C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

**D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

**E. Internet or other similar network activity.** Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

### **F. Geolocation data**

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

#### **A. Your Consumer Rights and Choices Under CCPA and CPRA**

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

##### **i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

##### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

##### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

##### **iv. Correction of Inaccurate Information**

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

**v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com); or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

**Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

**Changes to This CCPA Notice**

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

**Link to Privacy Notice**

<https://www.stewart.com/en/privacy.html>

**Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



September 5, 2023

File No.: 2128244

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**

Thank you for your business.

Sincerely,  
Stewart Title Company

Ron Rush

**Stewart Title Company**  
415 North Mesa Street  
El Paso, TX 79901  
(915) 225-8200 main (915) 225-8290 fax  
Ron.Rush@stewart.com



## COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.**

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Authorized Countersignature

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

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary



## CONDITIONS AND STIPULATIONS

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

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

**STEWART TITLE GUARANTY COMPANY**

**IMPORTANT INFORMATION**

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

1-800-729-1902

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

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

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

**AVISO IMPORTANTE**

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

|                   |  |
|-------------------|--|
| File No.: 2128244 | Effective Date:<br>September 7, 2023 at 8:00AM |
| CLOSER: Ron Rush  | Issued:<br>September 19, 2023 12:22PM          |

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED: State of Texas Department of Transportation
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured  
mortgage, except a successor who is an obligor under the provisions of Section 12(c) of  
the Conditions.  
Proposed Borrower: State of Texas Department of Transportation
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER:  
Policy Amount: \$  
PROPOSED INSURED:

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

FEE SIMPLE

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

City of El Paso

4. Legal description of land:

See Exhibit "A" Attached Hereto

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 2128244

Being a total of 1,693,008 square feet or 38.8661 acres of land, situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas; said 1,693,008 square feet or 38.8661 acres of land being more particularly described by metes and bounds in two (2) parts on attached Exhibit "A".

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 11

Page 1 of 11

TXDOTCONNECT Parcel No. P00066035.001 and .002

HIGHWAY: Spur 320  
LIMITS: From Texas and New Mexico State Line to Loop 375  
COUNTY: El Paso  
ACCOUNT NO.:  
ROW CSJ: 0665-02-007  
OWNER: The City of El Paso

**Property Description for Parcel 11**

Being a total of 1,693,008 square feet or 38.8661 acres of land situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land conveyed to The City of El Paso by deed recorded in Volume 1186, Page 183, El Paso County Deed Records (E.P.C.D.R.) and being more particularly described by metes and bounds in two (2) parts as follows:

**Part I:**

Being 496,550 square feet or 11.3992 acres of land, situated in said E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys;

**COMMENCING**, at a 2-inch iron pipe found for the common easterly corner of Sections 17 and 20, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being a northerly common corner to a tract of land conveyed to Newman Ranch Properties LLC by Document No. 20080086509 recorded in the Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and a tract of land conveyed to El Paso Water Utilities Board by deed recorded in Volume 1263, Page 1476, E.P.C.D.R.;

**THENCE**, South 01°52'31" West, with the easterly line of said El Paso Water Utilities Board tract a distance of 50.01 feet to a point at the common easterly corner of said El Paso Water Utilities Board tract and said City of El Paso tract;

**THENCE**, North 86°47'18" West, with said common boundary, a distance of 706.64 feet to a 5/8-inch iron rod with TXDOT aluminum cap found on the easterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for the northeast corner and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,729,035.48 and E=423,248.58, located 175.00 feet left of proposed Spur 320 Baseline Station 908+73.26;

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 11

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TXDOTCONNECT Parcel No. P00066035.001 and .002

1. **THENCE**, with said proposed easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 1,423.69 feet, a central angle of 13 degrees 12 minutes 36 seconds, and a chord which bears South 10°56'16" East, a distance of 1,420.53 feet to a point\*\*\* for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 922+56.67;
2. **THENCE**, South 04°21'23" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 147.52 feet to a point\*\*\* on the common boundary of said City of El Paso tract and a tract of land conveyed to EPNG Pipeline Company by Document No. 20000080243 O.P.R.R.P.E.P.C., for the most southerly corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 924+04.19;
3. **THENCE**, North 47°53'00" West, with the common boundary of said EPNG Pipeline Company and City of El Paso tract, a distance of 514.40 feet to a point\*\*\* on the westerly right-of-way line of said proposed Spur 320 and beginning of a curve to the left, for a westerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 920+24.47;
4. **THENCE**, with said proposed westerly right-of-way and Denial of Access Line, said curve to the left having a radius of 5,825.00 feet, an arc length of 993.11 feet, a central angle of 09 degrees 46 minutes 06 seconds, and a chord which bears North 11°26'01" West, a distance of 991.91 feet to a TxDOT Type II brass cap monument found at the beginning of a curve to the left, for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 910+01.53;
5. **THENCE**, continuing with said proposed westerly right-of-way and Denial of Access Line, said curve to the left having a radius of 1,000.00 feet, an arc length of 146.54 feet, a central angle of 08 degrees 23 minutes 46 seconds, and a chord which bears North 20°30'57" West, a distance of 146.41 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 183.88 feet right of proposed Spur 320 Baseline Station 908+50.88;
6. **THENCE**, North 24°42'39" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 93.67 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 194.48 feet right of proposed Spur 320 Baseline Station 907+54.78;

**COMMITMENT FOR TITLE INSURANCE  
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TXDOTCONNECT Parcel No. P00066035.001 and .002

7. **THENCE**, North 25°04'28" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 27.41 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said, City of El Paso tract and the aforesaid El Paso Water Utilities Board tract, for the northwest corner of the herein described parcel and end of said Denial of Access Line, located 197.47 feet right of proposed Spur 320 Baseline Station 907+26.61;
8. **THENCE**, South 86°47'18" East, with said common boundary, a distance of 400.17 feet to the **POINT OF BEGINNING** and containing 496,550 square feet or 11.3992 acres of land.

**Part 2:**

Being 1,196,458 square feet or 27.4669 acres of land, situated in said E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys;

**COMMENCING**, at a 2-inch iron pipe found for the common northerly corner of Sections 20 and 21, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys,

**THENCE**, South 01°52'31" West, with the common boundary of Sections 20 and 21, said Block 80, a distance of 1,948.55 feet to a point on the common boundary of said City of El Paso tract and a tract of land conveyed to EPNG Pipeline Company by Document No. 20000080243 O.P.R.R.P.E.P.C.;

**THENCE**, North 47°53'00" West, with the common boundary of said City of El Paso tract and EPNG Pipeline Company tract, a distance of 481.47 feet to a point\*\*\* on the easterly right-of-way line of the proposed Spur 320 for a northerly corner and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,727,421.27 and E=423,534.83, located 175.00 feet left of proposed Spur 320 Baseline Station 924+76.79;

1. **THENCE**, South 04°21'23" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 1,583.00 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 940+59.79;
2. **THENCE**, North 85°38'38" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 8.17 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 183.17 feet left of proposed Spur 320 Baseline Station 940+59.79;



**COMMITMENT FOR TITLE INSURANCE  
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STEWART TITLE GUARANTY COMPANY

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TXDOTCONNECT Parcel No. P00066035.001 and .002

3. **THENCE**, South 04°28'09" East, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 101.67 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 183.11 feet left of proposed Spur 320 Baseline Station 941+62.65;
  4. **THENCE**, South 85°16'21" West, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 8.11 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 941+62.65;
  5. **THENCE**, continuing with said proposed easterly right-of-way and Denial of Access Line, said curve to the left having a radius of 12,325.00 feet, an arc length of 725.92 feet, a central angle of 03 degrees 22 minutes 29 seconds, and a chord which bears South 06°24'54" East, a distance of 725.81 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 948+98.87;
  6. **THENCE**, South 10°15'39" East, continuing with said proposed easterly right-of-way and said Denial of Access Line, a distance of 331.46 feet to a TxDOT Type II brass cap monument found on the common boundary of said City of El Paso tract, a 6.629 acre tract of land conveyed to The State of Texas in Document No. 20150027354 O.P.R.R.P.E.P.C., same being a westerly corner of the Northern Lights Subdivision, plat recorded by Document No. 20100024031 O.P.R.R.P.E.P.C., for an easterly corner of the herein described parcel and end of said Denial of Access Line, located 183.03 feet left of proposed Spur 320 Baseline Station 952+35.06;
  7. **THENCE**, South 46°21'59" West, with the common boundary of said City of El Paso and State of Texas tracts, a distance of 430.68 feet to a TxDOT Type II brass cap monument found on the westerly right-of-way line of said proposed Spur 320 for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 176.34 feet right of proposed Spur 320 Baseline Station 954+72.49;
  8. **THENCE**, North 09°23'58" West, with said proposed westerly right-of-way and Denial of Access Line, a distance of 3.40 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 176.26 feet right of proposed Spur 320 Baseline Station 954+69.14;
- CONTINUING**, with said proposed westerly right-of-way and Denial of Access Line, the following calls, each for a westerly corner of the herein described parcel;
9. **THENCE**, South 80°35'51" West, a distance of 9.33 feet to a TxDOT Type II brass cap monument found for corner, located 185.59 feet right of proposed Spur 320 Baseline Station 954+68.93;

**COMMITMENT FOR TITLE INSURANCE  
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TXDOTCONNECT Parcel No. P00066035.001 and .002

10. **THENCE**, North 09°11'51" West, a distance of 81.20 feet to a TxDOT Type II brass cap monument found for corner, located 183.70 feet right of proposed Spur 320 Baseline Station 953+88.93;
11. **THENCE**, North 80°36'05" East, a distance of 9.05 feet to a TxDOT Type II brass cap monument found for corner, located 174.66 feet right of proposed Spur 320 Baseline Station 953+89.08;
12. **THENCE**, North 09°23'58" West, a distance of 439.91 feet to a TxDOT Type II brass cap monument found, located 175.00 feet right of proposed Spur 320 Baseline Station 949+55.21;
13. **THENCE**, South 86°42'08" West, a distance of 378.46 feet to a TxDOT Type II brass cap monument found, located 552.03 feet right of proposed Spur 320 Baseline Station 949+23.23;
14. **THENCE**, North 03°17'52" West, a distance of 331.00 feet to a TxDOT Type II brass cap monument found, located 527.84 feet right of proposed Spur 320 Baseline Station 946+06.77;
15. **THENCE**, North 86°42'08" East, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 353.50 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right and a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 946+27.85;
16. **THENCE**, with said proposed westerly right-of-way and Denial of Access Line, said curve to the right having a radius of 12,675.00 feet, an arc length of 553.86 feet, a central angle of 02 degrees 30 minutes 13 seconds, and a chord which bears North 05°36'29" West, a distance of 553.82 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 940+81.63;
17. **THENCE**, North 04°21'23" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 1,827.50 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 922+54.13;

**COMMITMENT FOR TITLE INSURANCE  
EXHIBIT "A"  
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STEWART TITLE GUARANTY COMPANY

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August, 2021

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TXDOTCONNECT Parcel No. P00066035.001 and .002

18. **THENCE**, with said proposed westerly right-of-way and Denial of Access Line, said curve to the left having a radius of 5,825.00 feet, an arc length of 147.81 feet, a central angle of 01 degrees 27 minutes 14 seconds, and a chord which bears North 05°04'59" West, a distance of 147.80 feet to a point\*\*\* on the common boundary of said City of El Paso tract and said EPNG Pipeline Company tract, for the most northerly corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 921+01.89;
19. **THENCE**, South 47°53'00" East, with said common boundary a distance of 510.93 feet, to the **POINT OF BEGINNING** and containing 1,196,458 square feet or 27.4669 acres of land within Part 2 and containing a combined 1,693,008 square feet or 38.8661 acres of land within Parts 1 & 2.

Point \*\*\*: Corner not set at request of pipeline field rep due to pipeline depth.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83\_(2010)- West\_VRS RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

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



 14 JUL 2022

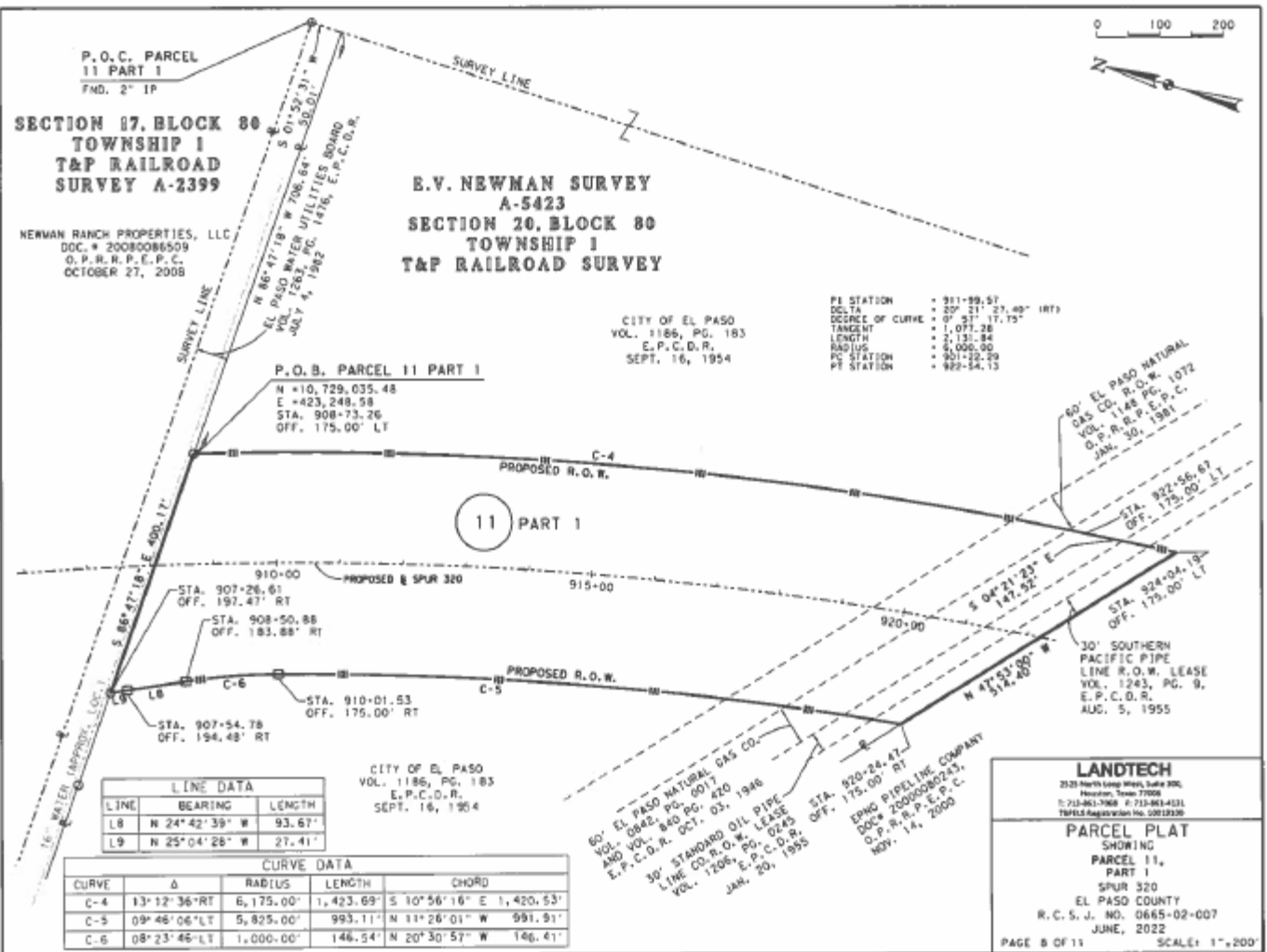
Scott M. Fertak  
Registered Professional Land Surveyor  
No. 5257

ISSUED BY  
STEWART TITLE GUARANTY COMPANY



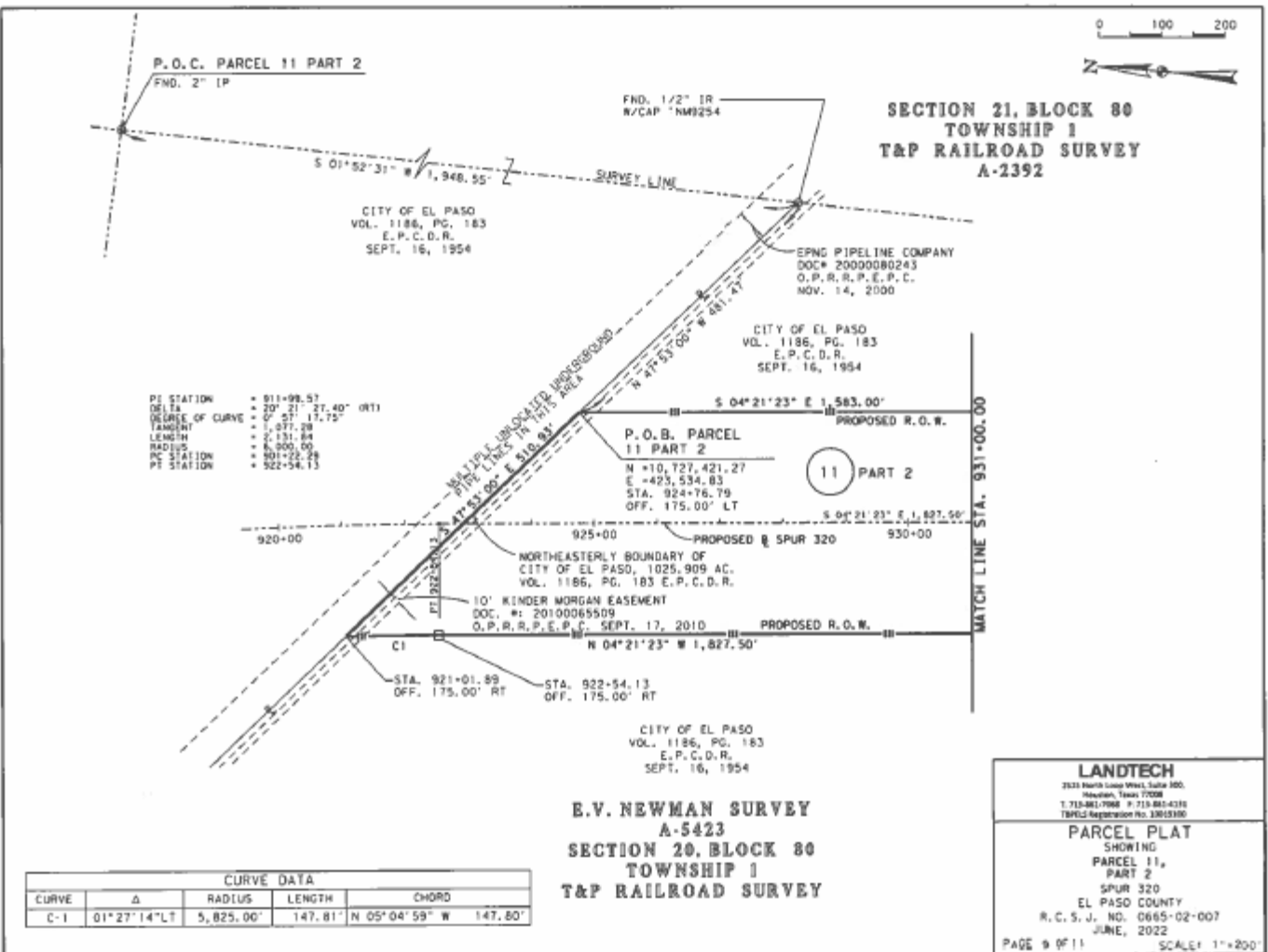
# COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY  
STEWART TITLE GUARANTY COMPANY



# COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

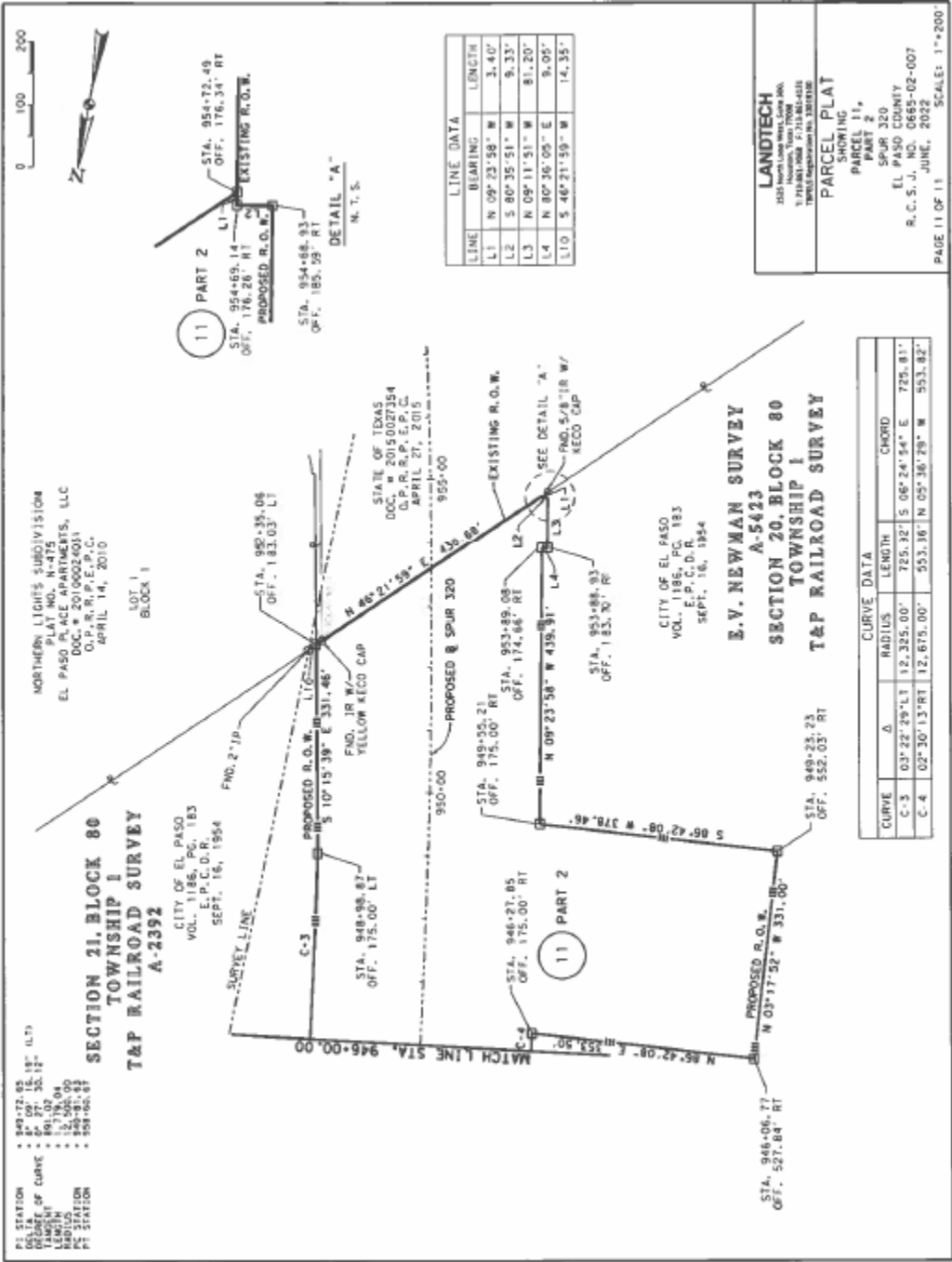


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COMMITMENT FOR TITLE INSURANCE  
 EXHIBIT "A"  
 LEGAL DESCRIPTION

ISSUED BY  
 STEWART TITLE GUARANTY COMPANY





# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### EXCEPTIONS FROM COVERAGE

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

- ~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.  
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Any and all leases, recorded and unrecorded, and rights of parties therein.
- c) Easement dated September 1, 1946, executed by George C. Fraser, et al to El Paso Natural Gas Company, of record in [Volume 840, Page 420](#), Deed Records of El Paso County, Texas.
- d) Easement dated September 30, 1946, executed by Robert B. Price to El Paso Natural Gas Company, of record in [Volume 842, Page 17](#), Deed Records of El Paso County, Texas.
- e) Easement dated December 15, 1980, executed by the City of El Paso to El Paso Natural Gas Company, of record in [Volume 1148, Page 1072](#), Deed Records of El Paso County, Texas.
- f) Right of Way Lease dated September 12, 1954, executed by the City of El Paso to Standard Oil Pipeline Company, of record in [Volume 1206, Page 245](#), Deed Records of El Paso County, Texas.
- g) Right of Way Lease dated August 4, 1955, executed by the City of El Paso to Southern Pacific Pipeline Company, of record in [Volume 1243, Page 9](#), Deed Records of El Paso County, Texas.
- h) Easement Agreement dated July 20, 2007, executed by City of El Paso (El Paso Water Utilities Public Service Board) to SFPP, L.P. (Kinder Morgan), of record under Instrument Number [20100065509](#), as amended under Instrument Number [20130010601](#), Official Records of El Paso County, Texas.
- i) License Agreement dated August 7, 2013, executed by City of El Paso (El Paso Water Utilities Public Service Board) to Magellan Pipeline L. P., of record under Instrument Numbers [20130059975](#) and [20130081297](#), as amended by Instrument Number 20140024886, all Official Records of El Paso County, Texas.
- j) Easement dated July 13, 2017, executed by City of El Paso to El Paso Electric Company, of record under Instrument Number [20170051653](#), Official Records of El Paso County, Texas.
- k) Easement Agreement dated December 14, 2020, executed by City of El Paso (El Paso Water Utilities Public Service Board) to FSW Investments I, L.P., et al, of record under Instrument Number [20200105844](#), Official Records of El Paso County, Texas.
- l) Water Rights Deed dated November 3, 1976, executed by Price's Producers Incorporated to the City of El Paso, of record in [Volume 903, Page 450](#), Deed Records of El Paso County, Texas. (Title to above said interests have not been investigated subsequent to the execution date of cited instruments. The Company makes no representation as to the present ownership of any such interests.)
- m) Oil, Gas and Mineral Reservation dated December 30, 1947, executed by Robert B. Price to Price's Producers Incorporated, recorded in [Volume 885, Page 607](#), Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)
- n) Oil, Gas and Mineral Reservation dated September 16, 1954, executed by Price's Producers Incorporated to the City of El Paso, recorded in Volume 1186, Page 178, Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)
- o) Confirmation of Reservation of Minerals dated August 2, 1984, executed by Price's Producers Incorporated, et al to the Public, recorded in [Volume 1481, Page 1492](#), Official Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)

## **COMMITMENT FOR TITLE INSURANCE SCHEDULE B**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

- p) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- q) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

## COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deed recorded in Volume 1186, Page 178, Deed Records of El Paso County, Texas.
7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.
8. Company requires for its review satisfactory documentation from the City of El Paso authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.
9. NOTE TO CLOSER: No outstanding liens of record, please inquire,
10. File to be updated prior to closing.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128244

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022**:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:  
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

|                       |  |
|-----------------------|--|
| Frederick H. Eppinger | Chairman, Chief Executive Officer and President        |
| David C. Hisey        | Chief Financial Officer, Assistant Secretary-Treasurer |
| John L. Killea        | Executive Vice President, Chief Legal Officer          |
| Julie Warnock         | Secretary, Assistant Treasurer                         |
| Scott Gray            | Treasurer, Assistant Secretary                         |

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

|                     |         |
|---------------------|---------|
| Owner's Policy      | TBD     |
| Loan Policy         | \$0.00  |
| Endorsement Charges | \$25.00 |
| Other               |         |
| Total               | TBD     |

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

| Amount |     |    | To Whom | For Service |
|--------|-----|----|---------|-------------|
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |
| \$     | (or | %) |         |             |

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

T-7 Commitment Schedule D Revised 1/1/2022



## **DISCLOSURE REGARDING FUNDS FOR CLOSING**

**(to be provided with or within the Commitment for Title Insurance)**

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

# STEWART TITLE GUARANTY COMPANY

## DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

---

SIGNATURE

---

DATE



## STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

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

**A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

**B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

**C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

**D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

**E. Internet or other similar network activity.** Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

### **F. Geolocation data**

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

#### **A. Your Consumer Rights and Choices Under CCPA and CPRA**

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

##### **i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

##### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

##### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

##### **iv. Correction of Inaccurate Information**

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

**v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com); or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

**Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

**Changes to This CCPA Notice**

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

**Link to Privacy Notice**

<https://www.stewart.com/en/privacy.html>

**Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

March 13, 2024 PSB Meeting: Executive Session Item c.

- c. The Board will deliberate regarding whether the following properties can be declared inexpedient to the water, wastewater and stormwater systems, the properties are legally described as Portions of E.V. Newman Survey, Abstract No. 10017, Section 2, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, E.V. Newman Survey, Section 2, Block 81, Township 1 and E.V. Newman Survey, Abstract No. 2379, Section 1, said Block 81, Township 1, Texas and Pacific Railroad Company Surveys, Texas and Pacific Railroad Company Surveys, Abstract No. 2379, Section 1, Block 81, Township 1, E.V. Newman Survey, Abstract No. 10016, Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, Texas and Pacific Railroad Company Surveys, Abstract No. 2405, Section 7, Block 80, Township 1, J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, Texas and Pacific Railroad Company Surveys, Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, Abstract No. 2399, Section 17, Block 80, Township 1, E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, and E. V. Newman Survey, Abstract No. 5424, Section 28, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, El Paso, Texas, consisting of approximately 272 acres; and be sold to the Texas Department of Transportation. (551.071) (551.072)

**MOTION**

**“FOR EXECUTIVE SESSION ITEM C, I MOVE that that the property be declared inexpedient to the water, wastewater and stormwater systems, and that the President/CEO be authorized to proceed with the sale of the property to the Texas Department of Transportation, and sign any and all documents necessary to complete the sale, and that any portions of the property reserved or excepted from the transfer shall remain a part of the El Paso Water System.”**

Motion made by: Charlie Intebi and seconded by: Bryan Morris

AYES: 4

NAYS: 0

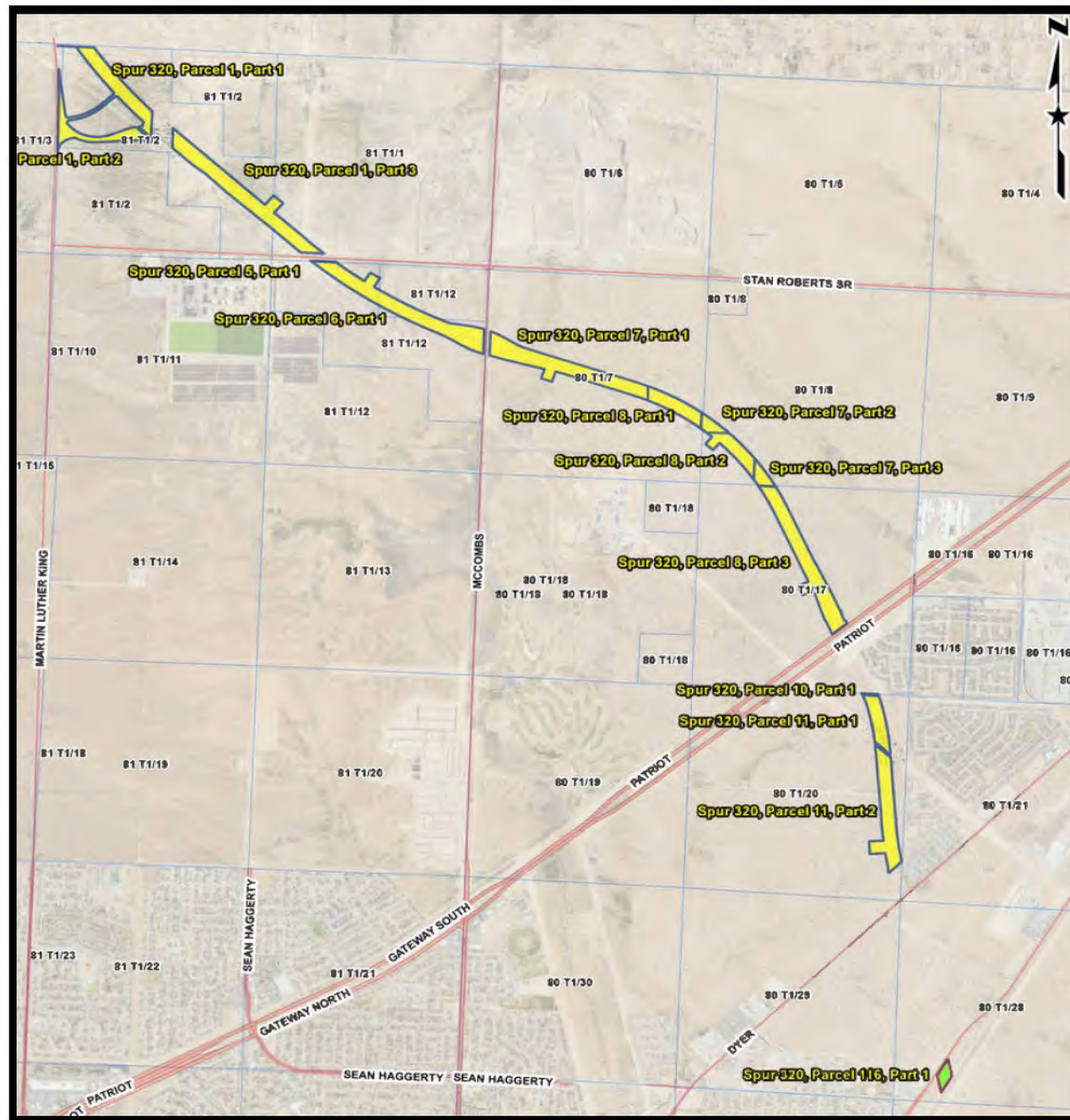


An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 272 acres of land legally described as:

Portions of E.V. Newman Survey, Abstract No. 10017, Section 2, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, E.V. Newman Survey, Section 2, Block 81, Township 1 and E.V. Newman Survey, Abstract No. 2379, Section 1, said Block 81, Township 1, Texas and Pacific Railroad Company Surveys, Texas and Pacific Railroad Company Surveys, Abstract No. 2379, Section 1, Block 81, Township 1, E.V. Newman Survey, Abstract No. 10016, Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, Texas and Pacific Railroad Company Surveys, Abstract No. 2405, Section 7, Block 80, Township 1, J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, Texas and Pacific Railroad Company Surveys, Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, Abstract No. 2399, Section 17, Block 80, Township 1, E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, and E. V. Newman Survey, Abstract No. 5424, Section 28, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, El Paso, Texas.

December 2025







# Sale of Real Property – EPWater Northeast



- TxDOT- Borderland Expressway Phases II and III
- \$7,528,957



Legislation Text

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File #: 26-0070, Version: 1

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**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**Extraterritorial Jurisdiction**

El Paso Water, Alejandro Vidales, (915) 594-5636

El Paso Water, Rocio Alvarado, (915) 594-5493

**AGENDA LANGUAGE:**

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

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

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

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

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 400.25 ACRES OF LAND LEGALLY DESCRIBED AS:

- **PARCEL 1: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 2, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING U.S.R.S. TRACT 22-44;**
- **PARCEL 2: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 24-7C1;**
- **PARCEL 3: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 22-59;**
- **PARCEL 4: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 24-7B2;**
- **PARCEL 5: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, AND 12, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 24-7B2;**
- **PARCEL 6: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTIONS 1 AND 12, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING U.S.R.S. TRACTS 24-7A, 24-7B3, 24-7B4 AND 247C1; AND,**
- **PARCEL 7: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 22-59**

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

**WHEREAS,** at its regular meeting on July 12, 2023, the Public Service Board determined approximately 400.25 acres of land legally described as:

- Parcel 1:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44;
- Parcel 2:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1;
- Parcel 3:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59;
- Parcel 4:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;
- Parcel 5:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

1

ORDINANCE NUMBER \_\_\_\_\_  
Sale of Land – 400.25 Acres

**Parcel 6:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 247C1; and,

**Parcel 7:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59 (the "**Property**"), to be inexpedient to the system and that the Property should be sold in accordance with state law; and,

**WHEREAS**, on April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann. §253.014(a)-(e), as added and amended; and,

**WHEREAS**, on September 12, 2025, the Public Service Board approved and authorized the sale of the Property to Koeada Farms, a New Mexico limited liability company, for the sales price of \$4,000,000 and adopted a Resolution making the finding as set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 400.25 acres of land legally described as:

**Parcel 1:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2,

T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44;

**Parcel 2:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1,

T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1;

**Parcel 3:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1,

T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59;

**Parcel 4:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1,

T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

**Parcel 5:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

**Parcel 6:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 247C1; and,

**Parcel 7:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.


CITY OF EL PASO

\_\_\_\_\_  
Renard U. Johnson,  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michaela Ainsa  
Senior Assistant General Counsel

ORDINANCE NUMBER \_\_\_\_\_  
Sale of Land – 400.25 Acres  
HQ 5991- RAB

### **SPECIAL WARRANTY DEED**

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

**Effective Date:** \_\_\_\_\_, 2026

**Grantor:**       **THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation**  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**Grantee:**       **Koeada Farms, a New Mexico limited liability company**  
PO Box 460  
Mesilla Park, NM 88407

**Koeada Farms, a New Mexico limited liability company**  
PO Box 156  
Hatch, NM 87937

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

**Property (including any improvements):**

That certain land located in Dona Ana County, New Mexico, as more particularly described by metes and bounds in **Exhibit A-1**, attached hereto and incorporated herein by reference, together with all improvements located on such land.

**Exceptions to Conveyance and Warranty:**

- A. Reservations as contained in Patent from the United States of America recorded in Book 10. 35, Page(s) 252, of Deed Records.
- B. Elephant Butte Irrigation District taxes for 2025 and 2026 operation and maintenance, and thereafter, a lien not yet due or payable.
- C. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded September 2, 1975 in book 111, page(s) 512-513 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- D. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 26, 1976 in book 115, page(s) 161-162 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- E. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 2, 1979 in book 134, page(s) 178-179 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.



- F. Easement in favor of El Paso Electric Company and The Mountain States Telephone 15. and Telegraph Company, affecting a portion of said land, recorded January 4, 1980 in book 139, page(s) 652-654 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- G. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 7, 1980 in book 142, page(s) 977-978 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- H. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded December 20, 1983 in book 177, page(s) 553-554 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- I. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded November 20, 1986 in book 211, page 655 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- J. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 21, 1996 in book 51, page(s) 938-939 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- K. Grant of Drainage Easement in favor of Scott Winton, recorded October 30, 2009, as Instrument No. 0930007, of Dona Ana County Clerk Records.
- L. That portion of the 100 foot Crawford Spur Drain as shown on the plat of survey by Seco Engineering Co., dated October 12, 2000.
- M. 50 foot wide Crawford Lateral which transects said land from North to South as shown on plat of survey by Seco Engineering Co, dated October 12, 2000.
- N. 23. 8 foot concrete irrigation ditch adjacent to the 100 foot Crawford Spur Drain as shown on the plat of
- O. survey by Seco Engineering Co., dated October 12, 2000.
- P. 8 foot concrete irrigation ditch (abandoned) adjacent to the Westerly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- Q. 8 foot concrete irrigation ditch adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- R. 10 foot wide graded dirt road adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- S. Crawford Lateral affecting the Southerly 50 feet of Parcel 3 shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- T. 8 foot concrete irrigation ditch along the northerly property line of parcel 1 as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000
- U. Rights of parties under any unrecorded rental or lease agreements.

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

Grantor, subject to Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty set forth above.

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

*[Signatures on the following page]*

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

**GRANTOR:**

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

By: \_\_\_\_\_  
Name: Dionne Mack  
Title: City Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026,  
by Dionne Mack, City Manager of the City of El Paso.

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



**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
HECTOR MARTINEZ, P.E.  
Associate Partner

# **METES AND BOUNDS DESCRIPTION**

***"Parcel 1"***

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

***A 66.3584 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 22-44, Section 2, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:***

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 26.08 feet (25.01 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and continuing along the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,186.65 feet (2,186.65 feet~record) to a Concrete Nail (broken) found for the southeast corner of the parcel herein described; **WHENCE**, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2 and Sections 11, 12, Township 26 South, Range 2 East, N.M.P.M. bears, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,638.64 feet (2,633.68~record);

**THENCE**, leaving the boundary line common to said Sections 1 and 2, North 89°59'55" West (South 89°49'41" West~record), a distance of 1,320.08 feet (1,320.12 feet~record) to a 1/2-inch rebar with survey cap "NMPS 5939" found for the southwest corner of the parcel herein described;

**THENCE**, North 00°53'15" East (North 00°42'51" East~record), a distance of 2,192.30 feet (2,192.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of said Doña Ana County Road B-008 for northwest corner of the parcel herein described;

**THENCE**, following the on the south right-of-way line of said Doña Ana County Road B-008, South 89°45'46" East (South 89°56'00" East~record), a distance of 1,272.09 feet (1,272.14 feet~record) to a 1 3/4-inch Iron Pipe found for an angle point of the parcel herein described;

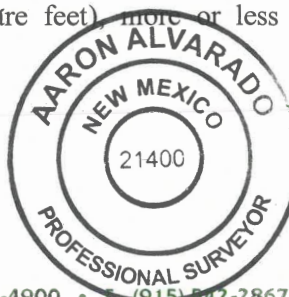
**THENCE**, continuing along the south right-of-way line of said Doña Ana County Road B-008, South 89°29'51" East (South 89°44'20" East~record), a distance of 48.37 feet (49.27 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 66.3584 acres (2,890,572.9 square feet), more or less and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

**Date: February 26, 2024**

**05896-159 Parcel 1 Desc**





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
HECTOR MARTINEZ, P.E.  
Associate Partner

**METES AND BOUNDS DESCRIPTION**  
**"Parcel 2"**

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 85.8018 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7C1, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West-record), a distance of 2,217.15 feet (2,216.00 feet-record) to a 60D nail with shiner found for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 2, South 89°30'20" East (South 89°45'00" East-record), a distance of 1,138.53 feet (1,138.53 feet-record) to a 1/2-inch rebar found on the westerly right-of-way line of the West Drain (variable width) for the northeast corner of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 27°21'23" East (South 27°36'03" East-record), a distance of 243.51 feet (243.51 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 28°54'19" East (South 29°08'59" East-record), a distance of 1,271.32 feet (1,271.32 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, South 89°56'40" West (South 89°42'00" West-record), a distance of 577.11 feet (577.11 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 00°28'58" East (South 00°32'13" East-record), a distance of 1,310.55 feet (1,311.46 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the boundary line common to said Section 1 and Section 12, Township 26 South, Range 2 East, N.M.P.M. for the southeast corner of the parcel herein described;

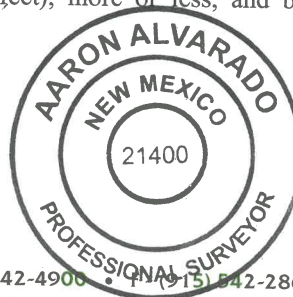
**THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West (North 89°29'07" West-record), a distance of 1,340.29 feet (1,340.29 feet-record) to a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2, 12, and Section 11, Township 26 South, Range 2 East, N.M.P.M. for the southwest corner of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 12 and following the boundary line common to said Sections 1 and 2, North 00°53'59" East (North 00°45'00" East-record), a distance of 2,634.22 feet (2,633.68 feet-record) to the **POINT OF BEGINNING**.

Said parcel containing 85.8018 acres (3,737,528.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

**Date: February 26, 2024**  
**05896-159 Parcel 2 Desc**







**METES AND BOUNDS DESCRIPTION**  
**"Parcel 3"**

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 10.6775 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 4,723.60 feet to a point; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 627.32 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 27.14 feet to a 1/2-inch rebar with survey cap "RPLS 8081" found on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the westerly right-of-way line of the West Side Canal (variable width) for the northeast corner of U.S.R.S. Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; **THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the westerly right-of-way line of said West Side Canal, South 25°59'17" East, a distance of 2,444.16 feet; **THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 89°40'17" West, a distance of 31.13 feet to a 1/2-inch rebar with survey cap No. "NM 21400" for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°54'03" East (South 26°03'46" East~record), a distance of 759.12 feet (759.12 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 00°11'57" East (North 00°02'14" East~record), a distance of 45.47 feet (45.46 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°53'23" East (South 26°03'46" East~record), a distance of 755.05 feet (755.05 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for the southeast corner of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 89°29'43" West (North 89°42'03" West~record), a distance of 78.54 feet (78.67 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 11.16 feet (11.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal, South 89°51'43" West (South 89°42'00" West~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Drain (variable width) for the southwest corner of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 27°26'20" West (North 27°36'03" West~record), a distance of 185.96 feet (185.96 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northeast corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, South 89°40'17" East (South 89°50'00" East~record), a distance of 381.05 feet (381.05 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 10.6775 acres (465,112.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
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**Aaron Alvarado, N. M. P. S. No. 21400**

**Date: February 26, 2024**

**05896-159 Parcel 3 Desc**





**METES AND BOUNDS DESCRIPTION**  
***"Parcel 4"***

*A 9.4712 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7B2, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, a distance of 4,891.07 feet; **THENCE**, leaving the corner common to said Sections 1, 12, 6 and 7, North 56°01'26" West, a distance of 2,460.26 feet to a 1/2 inch rebar found on the westerly right-of-way line of the Greene Spur Drain (variable width) for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, following the westerly right-of-way of said Greene Spur Drain, South 32°18'02" West (South 32°06'46" West~record), a distance of 278.83 feet (278.83 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 22°38'02" West (South 22°26'46" West~record), a distance of 84.05 feet (84.05 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°58'02" West (South 12°46'46" West~record), a distance of 451.08 feet (451.08 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 07°15'02" West (South 07°03'46" West~record), a distance of 113.98 feet (113.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 01°33'02" West (South 01°21'46" West~record), a distance of 231.91 feet (231.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°26'58" East (South 12°38'14" East~record), a distance of 91.28 feet (91.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said Greene Spur Drain and following the easterly right-of-way line of said West Side Canal, North 25°52'30" West (North 26°03'46" West~record), a distance of 1,310.05 feet (1,306.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Side Canal, North 86°18'30" East (North 84°26'10" East~record), a distance of 103.72 feet (102.53 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 23°49'04" East (South 24°00'20" East~record), a distance of 10.77 feet (10.77 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;



**THENCE**, North 89°07'56" East (North 88°56'40" East~record), a distance of 747.50 feet (747.50 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 9.4712 acres (412,565.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
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**Aaron Alvarado, N. M. P. S. No. 21400**

**Date: February 26, 2024**

**05896-159 Parcel 4 Desc**





**METES AND BOUNDS DESCRIPTION**  
***"Parcel 5"***

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 10.2355 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tract 24-7B2, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2-1/2 inch iron pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch aluminum cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; **THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 1,828.36 feet to the **POINT OF BEGINNING** of the parcel herein described; **WHENCE**, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 12, and Sections 2, 11, Township 26 South, Range 2 East, N.M.P.M. bears, North 89°18'25" West, a distance of 3,527.98 feet;

**THENCE**, leaving the boundary line common to said Sections 1 and 12, South 10°59'35" East (South 11°08'17" East-record), a distance of 578.47 feet to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Side Canal, North 40°48'31" West (North 40°58'14" West-record), a distance of 261.12 feet (261.12 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 38°58'31" West (North 39°08'14" West-record), a distance of 82.10 feet (82.10 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 39°08'31" West (North 39°18'14" West-record), a distance of 107.70 feet (107.70 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 36°03'31" West (North 36°13'14" West-record), a distance of 57.30 feet (57.30 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 32°58'31" West (North 33°08'14" West-record), a distance of 189.60 feet (189.60 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 29°43'31" West (North 29°53'14" West-record), a distance of 50.80 feet (50.80 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along easterly right-of-way line of said West Side Canal, South 88°41'29" West (South 88°31'46" West-record), a distance of 81.16 feet (81.16 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the beginning of a non-tangent curve to the right;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal along the arc of said non-tangent curve to the right having a radius of 2,809.79 feet (2,809.79 feet-record), a central angle of 0°54'31" (0°54'26"~record), an arc length of 44.55 feet (44.48 feet-record), and whose long chord bears North 28°04'40" West (North 28°16'22" West-record), a distance of 44.55 feet (44.48 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the end of said non-tangent curve;

**THENCE**, continuing along the easterly right-of-way line of said Wes Side Canal, North 88°41'29" East (North 88°31'46" East~record), a distance of 93.98 feet (93.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the Greene Spur Drain (variable width) for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said Greene Spur Drain, North 26°28'31" West (North 26°38'14" West~record), a distance of 164.90 feet (164.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°28'31" West (North 12°38'14" West~record), a distance of 50.00 feet (50.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 01°31'29" East (North 01°21'46" East~record), a distance of 218.10 feet (218.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 07°13'29" East (North 07°03'46" East~record), a distance of 106.00 feet (106.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°56'29" East (North 12°46'46" East~record), a distance of 433.70 feet (433.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 22°36'29" East (North 22°26'46" East~record), a distance of 82.80 feet (82.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

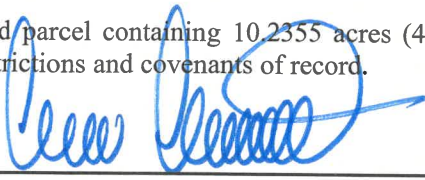
**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 32°16'29" East (North 32°06'46" East~record), a distance of 77.91 feet (77.91 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 61°18'55" East (North 61°09'12" East~record), a distance of 84.14 feet (84.15 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the northeast corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said Greene Spur Drain, South 08°10'06" East (South 08°20'18" East~record), a distance of 1,202.48 feet (1,202.40 feet~record) to a Car Axel in concrete footing found for an angle point of the parcel herein described;

**THENCE**, South 10°59'35" East (South 11°08'17" East~record), a distance of 0.96 feet to the **POINT OF BEGINNING**.

Said parcel containing 10.2355 acres (445,857.7 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
 Aaron Alvarado, N. M. P. S. No. 21400  
 Date: February 26, 2024  
 05896-159 Parcel 5 Desc





**METES AND BOUNDS DESCRIPTION**  
***"Parcel 6"***

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 214.5845 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tracts 24-7A, 24-7B3, 24-7B4, and 24-7C1, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M., and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; **THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 4,016.05 feet to a 1/2-inch rebar with survey cap No. "NM 21400" set for the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 12, North 00°28'58" West (North 00°32'13" West~record), a distance of 1,310.55 feet (1,311.46 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°56'40" East (North 89°42'00" East~record), a distance of 577.11 feet (577.11 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Drain (variable width) for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 29°02'00" East (South 29°08'59" East~record), a distance of 1,497.04 feet (1,497.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, North 89°17'56" East (North 89°10'57" East~record), a distance of 128.83 feet (125.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 427.10 feet (423.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 05°43'57" East (North 05°31'57" East~record), a distance of 218.50 feet (218.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 02°49'03" West (North 03°01'03" West~record), a distance of 94.50 feet (94.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 11°26'03" West (North 11°38'03" East~record), a distance of 304.80 feet (304.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Side Canal (variable width) for an angle point of the parcel herein described;



**THENCE**, following the westerly right-of-way line of said West Side Canal, South 25°51'46" East (South 26°03'46" East~record), a distance of 1,018.21 feet (1,018.21 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of curvature;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, along the arc of said non-tangent curve to the left having a radius of 2,909.79 feet (2,909.79 feet~record), a central angle of 34°54'00" (34°54'00"~record), an arc length of 1,772.41 feet (1,772.41 feet~record), and whose long chord bears South 43°18'46" East (South 43°30'46" East~record), a distance of 1,745.14 feet (1,745.14 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of tangency;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 60°45'46" East (South 60°57'46" East~record), a distance of 324.24 feet (324.24 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the most easterly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal, South 87°42'01" West (South 87°30'01" West~record), a distance of 387.79 feet (387.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 00°05'25" West (South 00°03'23" East~record), a distance of 1,268.23 feet (1,268.23 feet~record) to a 1/2-inch rebar found for the southeast corner of the parcel herein described;

**THENCE**, North 89°48'53" West (North 89°57'41" West~record), a distance of 126.94 feet (125.81 feet~record) to a 1/2-inch rebar (bent) with survey cap No. "NMPS 5939" found on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,420.86 feet (1,420.73 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 89°25'57" East (North 89°13'57" East~record), a distance of 5.34 feet (5.34 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,261.80 feet (1,261.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 172.82 feet (176.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, South 89°17'56" West (South 89°10'57" West~record), a distance of 140.06 feet (136.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 29°02'04" East (South 29°09'03" East~record), a distance of 234.86 feet (234.86 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,205.50 feet (1,205.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, North 89°20'56" East (North 89°13'57" East~record), a distance of 5.39 feet (5.39 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,417.71 feet (1,418.91 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, North 89°48'53" West (North 89°57'41" West~record), a distance of 2,186.26 feet (2,186.21 feet~record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 89°50'40" West (South 89°37'56" West~record), a distance of 262.53 feet (262.64 feet~record) to a 3-inch Iron Pipe found for an angle point of the parcel herein described;

**THENCE**, North 00°14'16" West (North 00°22'37" West~record), a distance of 1,265.71 feet (1,266.38 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°51'28" West (South 89°57'50" West~record), a distance of 1,340.39 feet (1,340.39 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on boundary line common to said Section 12 and Section 11, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

**THENCE**, following boundary line common to said Sections 11 and 12, North 00°14'54" West (North 00°25'15" West~record), a distance of 1,380.23 feet (1,380.06 feet~record) to a 2 1/2-inch iron pipe found for the corner common to said Sections 1, 11, 12 and Section 2, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

**THENCE**, leaving boundary line common to said Sections 11, 12 and following the boundary line common to said Sections 1 and 12, South 89°18'25" East (South 89°29'07" East~record), a distance of 1,340.29 feet (1,340.29 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 214.5845 acres (9,347,299.3 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

*Date: February 26, 2024*

*05896-159 Parcel 6 Desc*





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
HECTOR MARTINEZ, P.E.  
Associate Partner

## METES AND BOUNDS DESCRIPTION

*"Parcel 7"*

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 3.1216 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,209.93 feet to a point; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 140.99 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 28.32 feet to point on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the easterly right-of-way line of the West Drain (variable width) for the northwesterly corner of Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a 1/2 inch rebar with survey cap No. "RPLS 8081" found on the westerly right-of-way line of the West Side Canal (variable width) for the northeasterly corner of said Tract 22-45 bears, South 89°52'28" East, at a distance of 486.33 feet; **THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the easterly right-of-way line of said West Drain, South 27°32'37" East, a distance of 2,476.39 feet to an angle point; **THENCE**, continuing along the easterly right-of-way line of said West Drain, South 27°26'20" East (South 27°36'03" East~record), a distance of 185.96 feet (185.96 feet~record) to an angle point; **THENCE**, continuing along the easterly right-of-way line of said West Drain, South 28°59'20" East (South 29°09'03" East~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, North 89°51'43" East (North 89°42'00" East~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Side Canal for the northeast corner of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 339.04 feet (339.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 18°43'20" East (South 18°33'03" East~record), a distance of 61.00 feet (61.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 11°28'20" East (South 11°38'03" East~record), a distance of 284.60 feet (284.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

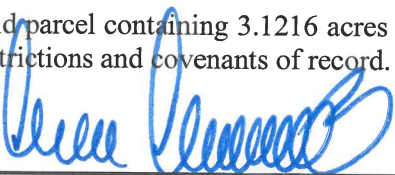
**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 02°51'20" East (South 03°01'03" East~record), a distance of 72.10 feet (72.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 05°41'40" West (South 05°31'57" West~record), a distance of 110.10 feet (110.10 feet~record) to a 1/2-inch rebar with

survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain, for the most southerly corner of the parcel herein described;

***THENCE***, leaving the westerly right-of-way line of said West Side Canal and following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 940.28 feet (940.28 feet~record) to the ***POINT OF BEGINNING***.

Said parcel containing 3.1216 acres (135,975.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



***Aaron Alvarado, N. M. P. S. No. 21400***

***Date: February 26, 2024***

***05896-159 Parcel 7 Desc***









## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is entered into by and between THE EL PASO WATER UTILITIES- PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation (the "**Seller**" or "**EPWater**") and Koeada Farms, a New Mexico LLC., (the "**Buyer**"). The Seller and the Buyer may be referred to individually herein as a "**Party**" and collectively as the "**Parties**".

### **RECITALS**

**WHEREAS**, the Seller owns the property described below; and,

**WHEREAS**, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and,

**WHEREAS**, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and,

**WHEREAS**, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and,

**NOW THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

**1. Description of Property.** The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in Dona Ana, New Mexico:

Approximately 400.25 acres, more or less, in Dona Ana County, New Mexico, such property being legally described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "**Property**").

**1.1 Reliance on the Buyer's Own Diligence.** It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property, including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

**1.2 Easements.** The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

Buyer Initials: 

1.3 **Utility Connections and Modifications.** Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

2. **Purchase Price.** The purchase price for the Property shall be Four-Million and No/100ths Dollars (\$4,000,000.00), (the "**Purchase Price**").

2.1 **Payable at Closing.** The full Purchase Price shall be tendered to Seller at Closing.

2.2 **Earnest Money.** Buyer shall pay Seller in the amount of Seventy-Five Thousand and No/100ths Dollars (\$75,000.00) (the "**Earnest Money**") with Camino Real Abstract & Title Company, c/o Mr. Tirey Smith, 6701 N. Mesa, El Paso, TX 79912, the "**Escrow Agent**") as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when closing occurs.

2.3 **Earnest Money Deposit.** The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

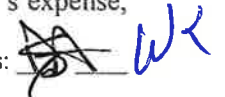
3. **Inspection Period.** For period of sixty (60) days, beginning on the Effective Date (the "**Inspection Period**"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 **Access.** Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller before entering onto the Property at any time prior to Closing.

3.2 **Termination During Inspection Period.** Buyer may terminate this Agreement for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. **Survey.** If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within ten (10) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder.** Within ten (10) business days after the Effective Date, Buyer will, at Buyer's expense,

Buyer Initials: 

deliver or cause to be delivered to Seller a title commitment covering the Property from WestStar Title (the "**Title Company**"), binding the Title Company to issue an Owner's Policy of Title Insurance ("**Owner's Policy**") with respect to the Property in the full amount of the Purchase Price at the Closing (the "**Title Binder**"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

5.1 **Buyer's Approval of Title.** Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("**Non-Permitted Encumbrances**"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "**Permitted Exceptions**"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 **Compliance.** In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. **Representations of the Seller.** The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 **Parties in Possession.** At the time of Closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 **Mechanic's Lien.** (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 **Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 **Taxes.** While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. **Representations of the Buyer.** The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 **Authority.** The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and

Buyer Initials: 

carried out by the Buyer herein.

7.2 **Non-Contravention.** The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 **Consents.** No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 **Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 **Litigation.** There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. **Closing.** The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "**Approval Date**").

8.1 **Amount of Purchase Price.** The full amount of the Purchase Price, less the earnest money deposit, shall be tendered to Seller at the Closing.

8.2 **Closing Costs.** Costs required to consummate the Closing shall be paid by the Parties as follows:

- (a) The Buyer and Seller shall evenly split the payment of all costs required to consummate the Closing; including without limitation:
  - (i) All recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;

Buyer Initials: 



- (ii) All premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property; and,
- (iii) All escrow fees.

- (b) Buyer shall pay all real estate appraisal and survey costs.
- (c) All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and Seller as is customary in real estate transactions in Dona Ana County, NM.

**8.3 Conditions to the Seller's Obligation to Close.** The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement.

**8.4 Seller's Obligations.** At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

- (a) The deed to the Property, in the form attached hereto as Exhibit "B" (the "**Deed**"), (subject to the Permitted Exceptions and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;
- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;
- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and
- (e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

**8.5 Buyer's Obligations.** At the Closing, the Buyer shall:

- (a) Pay the Purchase Price;
- (b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and
- (c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

Buyer Initials: 

8.6 **Possession.** Possession of the Property will be transferred to the Buyer at Closing.

8.7 **Broker's Fees.** To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under such Party.

## 9. Default.

9.1 **Default by the Buyer.** If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 **Default by the Seller.** If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 **Recoverable Damages.** The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 **Costs of Enforcement.** Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 **Return of Property Information.** If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 **Liability of Parties.** Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

## 10. Miscellaneous.

Buyer Initials: 

10.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

**SELLER:** El Paso Water Utilities –Public Service Board  
Attn: John Balliew, President/CEO  
1154 Hawkins Drive  
El Paso, Texas 79925

**Copy to:** El Paso Water Utilities  
Attn: Land-Section 140  
Utility Land and Water Rights Manager  
1154 Hawkins Blvd.  
El Paso, TX 79925  
[LandManagement@EPWater.org](mailto:LandManagement@EPWater.org)

|               |  |  |
|---------------|--|--|
| <b>BUYER:</b> | Koeada Farms, LLC.   | Koeada Farms, LLC.   |
|               | Attn: Willie Joe Koenig  | Attn: Scotty Adams   |
|               | P.O. Box 460   | P.O. Box 156   |
|               | Mesilla Park, NM 88047   | Hatch, NM 87937  |
|               | <a href="mailto:dannyjoe farms@msn.com">dannyjoe farms@msn.com</a> | <a href="mailto:adamsproduceinc@hotmail.com">adamsproduceinc@hotmail.com</a> |

10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 **Time.** Time is of the essence of this Agreement and each and every provision hereof.

10.4 **Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 **Survival of Provisions.** The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 **"AS IS, WHERE IS".** THIS AGREEMENT IS AN ARMS-LENGTH

Buyer Initials: 



AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 **Effective Date.** As used herein, "*Effective Date*" means the date this Agreement is receipted by the Title Company on the space provided for in this Agreement.

10.10 **Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights


Buyer Initials: 

hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

10.12 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

*[Signatures Begin on the Following Page]*

Buyer Initials: 

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

**EL PASO WATER UTILITIES –  
PUBLIC SERVICE BOARD**, a component  
unit of THE CITY OF EL PASO, a Texas  
municipal corporation

By: [Signature]  
John E. Balliew, P.E.  
President/CEO  
Executed on: 8/18/25

APPROVED AS TO FORM:

[Signature]  
Michaela Ainsa  
Senior Assistant General Counsel

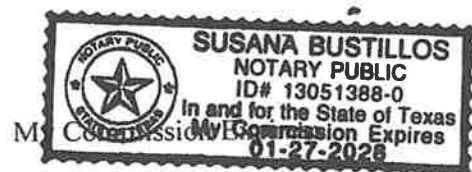
APPROVED AS TO CONTENT:

[Signature]  
Alex Vidales  
Utility Land and Water Rights Manager

### ACKNOWLEDGEMENT

STATE OF TEXAS       §  
                                     §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the 18<sup>th</sup> day of August, 2025, by John Balliew, P.E., President/CEO of the El Paso Water Utilities – Public Service Board.



[Signature]  
Notary Public, State of Texas

*[Signatures Continue on the Following Page]*

Buyer Initials: [Signature] WK

BUYER:

Koeada Farms, LLC.

By: Willie Joe Koenig 8-26-25  
Willie Joe Koenig, as Managing Member

Executed on: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF ~~TEXAS~~ New Mexico §  
COUNTY OF ~~EL PASO~~ Dona Ana §



STATE OF NEW MEXICO  
NOTARY PUBLIC  
Danika Ariana Marie Rodriguez  
Commission No. 2002441  
Expires: March 04, 2028

This instrument was acknowledged before me on the 28<sup>th</sup> day of Aug, 2025, by Willie Joe Koenig, as Managing Member of Koeada, LLC.

Danika Ariana Marie Rodriguez  
Notary Public, State of ~~Texas~~ New Mexico

My Commission Expires:

March 04, 2028

BUYER:

Koeada Farms, LLC.

By: Scotty Adams  
Scotty Adams, as Managing Member

Executed on: 8/26/2025

ACKNOWLEDGEMENT

State of New Mexico  
~~STATE OF TEXAS~~ §  
COUNTY OF ~~EL PASO~~ Dona Ana §

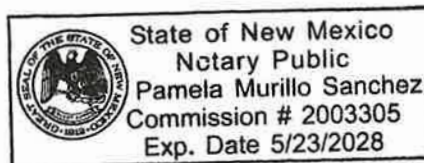
This instrument was acknowledged before me on the 26 day of August, 2025, by Scotty Adams, as Managing Member of Koeada, LLC.

Pamela Murillo Sanchez  
Notary Public, ~~State of Texas~~

State of New Mexico

My Commission Expires:

05.23.2028



Buyer Initials: SA WK

VB

This Agreement has been received and reviewed by Camino Real Abstract & Title Company this the 4<sup>th</sup> day of September ~~of August~~, 2025. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

**CAMINO REAL ABSTRACT & TITLE COMPANY:**

By:

Its:

Nicki Brewer  
Branch Manager

Buyer Initials:

SA WK

This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2026, which shall be the *Approval Date* for the purpose described herein.

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

By: \_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

Buyer Initials: 



# EXHIBIT A



ROMAN BUSTILLOS, P.E.  
President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
HECTOR MARTINEZ, P.E.  
Associate Partner

## METES AND BOUNDS DESCRIPTION "Parcel 1"

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 66.3584 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 22-44, Section 2, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 26.08 feet (25.01 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and continuing along the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,186.65 feet (2,186.65 feet~record) to a Concrete Nail (broken) found for the southeast corner of the parcel herein described; **WHENCE**, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2 and Sections 11, 12, Township 26 South, Range 2 East, N.M.P.M. bears, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,638.64 feet (2,633.68~record);

**THENCE**, leaving the boundary line common to said Sections 1 and 2, North 89°59'55" West (South 89°49'41" West~record), a distance of 1,320.08 feet (1,320.12 feet~record) to a 1/2-inch rebar with survey cap "NMPS 5939" found for the southwest corner of the parcel herein described;

**THENCE**, North 00°53'15" East (North 00°42'51" East~record), a distance of 2,192.30 feet (2,192.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of said Doña Ana County Road B-008 for northwest corner of the parcel herein described;

**THENCE**, following the on the south right-of-way line of said Doña Ana County Road B-008, South 89°45'46" East (South 89°56'00" East~record), a distance of 1,272.09 feet (1,272.14 feet~record) to a 1 3/4-inch Iron Pipe found for an angle point of the parcel herein described;

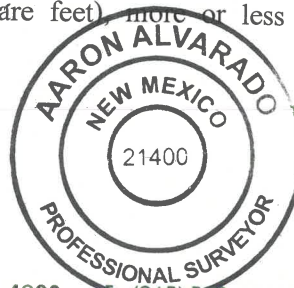
**THENCE**, continuing along the south right-of-way line of said Doña Ana County Road B-008, South 89°29'51" East (South 89°44'20" East~record), a distance of 48.37 feet (49.27 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 66.3584 acres (2,890,572.9 square feet), more or less and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

*Date: February 26, 2024*

*05896-159 Parcel 1 Desc*





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
HECTOR MARTINEZ, P.E.  
Associate Partner

**METES AND BOUNDS DESCRIPTION**  
**"Parcel 2"**

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 85.8018 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7C1, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West-record), a distance of 2,217.15 feet (2,216.00 feet-record) to a 60D nail with shiner found for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 2, South 89°30'20" East (South 89°45'00" East-record), a distance of 1,138.53 feet (1,138.53 feet-record) to a 1/2-inch rebar found on the westerly right-of-way line of the West Drain (variable width) for the northeast corner of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 27°21'23" East (South 27°36'03" East-record), a distance of 243.51 feet (243.51 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 28°54'19" East (South 29°08'59" East-record), a distance of 1,271.32 feet (1,271.32 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, South 89°56'40" West (South 89°42'00" West-record), a distance of 577.11 feet (577.11 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 00°28'58" East (South 00°32'13" East-record), a distance of 1,310.55 feet (1,311.46 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the boundary line common to said Section 1 and Section 12, Township 26 South, Range 2 East, N.M.P.M. for the southeast corner of the parcel herein described;

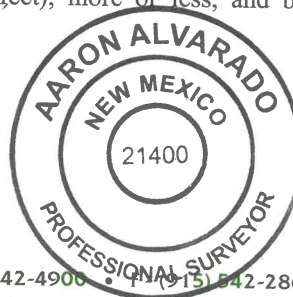
**THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West (North 89°29'07" West-record), a distance of 1,340.29 feet (1,340.29 feet-record) to a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2, 12, and Section 11, Township 26 South, Range 2 East, N.M.P.M. for the southwest corner of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 12 and following the boundary line common to said Sections 1 and 2, North 00°53'59" East (North 00°45'00" East-record), a distance of 2,634.22 feet (2,633.68 feet-record) to the **POINT OF BEGINNING**.

Said parcel containing 85.8018 acres (3,737,528.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

**Date: February 26, 2024**  
**05896-159 Parcel 2 Desc**







**METES AND BOUNDS DESCRIPTION**  
**"Parcel 3"**

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 10.6775 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 4,723.60 feet to a point; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 627.32 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 27.14 feet to a 1/2-inch rebar with survey cap "RPLS 8081" found on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the westerly right-of-way line of the West Side Canal (variable width) for the northeast corner of U.S.R.S. Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; **THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the westerly right-of-way line of said West Side Canal, South 25°59'17" East, a distance of 2,444.16 feet; **THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 89°40'17" West, a distance of 31.13 feet to a 1/2-inch rebar with survey cap No. "NM 21400" for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°54'03" East (South 26°03'46" East~record), a distance of 759.12 feet (759.12 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 00°11'57" East (North 00°02'14" East~record), a distance of 45.47 feet (45.46 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°53'23" East (South 26°03'46" East~record), a distance of 755.05 feet (755.05 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for the southeast corner of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 89°29'43" West (North 89°42'03" West~record), a distance of 78.54 feet (78.67 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 11.16 feet (11.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal, South 89°51'43" West (South 89°42'00" West~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Drain (variable width) for the southwest corner of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 27°26'20" West (North 27°36'03" West~record), a distance of 185.96 feet (185.96 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northeast corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, South 89°40'17" East (South 89°50'00" East~record), a distance of 381.05 feet (381.05 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 10.6775 acres (465,112.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
\_\_\_\_\_  
**Aaron Alvarado, N. M. P. S. No. 21400**

**Date: February 26, 2024**

**05896-159 Parcel 3 Desc**





**METES AND BOUNDS DESCRIPTION**  
***"Parcel 4"***

*A 9.4712 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7B2, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, a distance of 4,891.07 feet; **THENCE**, leaving the corner common to said Sections 1, 12, 6 and 7, North 56°01'26" West, a distance of 2,460.26 feet to a 1/2 inch rebar found on the westerly right-of-way line of the Greene Spur Drain (variable width) for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, following the westerly right-of-way of said Greene Spur Drain, South 32°18'02" West (South 32°06'46" West~record), a distance of 278.83 feet (278.83 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 22°38'02" West (South 22°26'46" West~record), a distance of 84.05 feet (84.05 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°58'02" West (South 12°46'46" West~record), a distance of 451.08 feet (451.08 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 07°15'02" West (South 07°03'46" West~record), a distance of 113.98 feet (113.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 01°33'02" West (South 01°21'46" West~record), a distance of 231.91 feet (231.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°26'58" East (South 12°38'14" East~record), a distance of 91.28 feet (91.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said Greene Spur Drain and following the easterly right-of-way line of said West Side Canal, North 25°52'30" West (North 26°03'46" West~record), a distance of 1,310.05 feet (1,306.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Side Canal, North 86°18'30" East (North 84°26'10" East~record), a distance of 103.72 feet (102.53 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 23°49'04" East (South 24°00'20" East~record), a distance of 10.77 feet (10.77 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°07'56" East (North 88°56'40" East~record), a distance of 747.50 feet (747.50 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 9.4712 acres (412,565.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
\_\_\_\_\_  
**Aaron Alvarado, N. M. P. S. No. 21400**

**Date: February 26, 2024**

**05896-159 Parcel 4 Desc**







**METES AND BOUNDS DESCRIPTION**  
***"Parcel 5"***

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 10.2355 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tract 24-7B2, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2-1/2 inch iron pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch aluminum cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; **THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 1,828.36 feet to the **POINT OF BEGINNING** of the parcel herein described; **WHENCE**, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 12, and Sections 2, 11, Township 26 South, Range 2 East, N.M.P.M. bears, North 89°18'25" West, a distance of 3,527.98 feet;

**THENCE**, leaving the boundary line common to said Sections 1 and 12, South 10°59'35" East (South 11°08'17" East~record), a distance of 578.47 feet to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Side Canal, North 40°48'31" West (North 40°58'14" West~record), a distance of 261.12 feet (261.12 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 38°58'31" West (North 39°08'14" West~record), a distance of 82.10 feet (82.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 39°08'31" West (North 39°18'14" West~record), a distance of 107.70 feet (107.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 36°03'31" West (North 36°13'14" West~record), a distance of 57.30 feet (57.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 32°58'31" West (North 33°08'14" West~record), a distance of 189.60 feet (189.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 29°43'31" West (North 29°53'14" West~record), a distance of 50.80 feet (50.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along easterly right-of-way line of said West Side Canal, South 88°41'29" West (South 88°31'46" West~record), a distance of 81.16 feet (81.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the beginning of a non-tangent curve to the right;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal along the arc of said non-tangent curve to the right having a radius of 2,809.79 feet (2,809.79 feet~record), a central angle of 0°54'31" (0°54'26"~record), an arc length of 44.55 feet (44.48 feet~record), and whose long chord bears North 28°04'40" West (North 28°16'22" West~record), a distance of 44.55 feet (44.48 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the end of said non-tangent curve;

**THENCE**, continuing along the easterly right-of-way line of said Wes Side Canal, North 88°41'29" East (North 88°31'46" East~record), a distance of 93.98 feet (93.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the Greene Spur Drain (variable width) for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said Greene Spur Drain, North 26°28'31" West (North 26°38'14" West~record), a distance of 164.90 feet (164.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°28'31" West (North 12°38'14" West~record), a distance of 50.00 feet (50.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 01°31'29" East (North 01°21'46" East~record), a distance of 218.10 feet (218.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 07°13'29" East (North 07°03'46" East~record), a distance of 106.00 feet (106.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°56'29" East (North 12°46'46" East~record), a distance of 433.70 feet (433.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 22°36'29" East (North 22°26'46" East~record), a distance of 82.80 feet (82.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

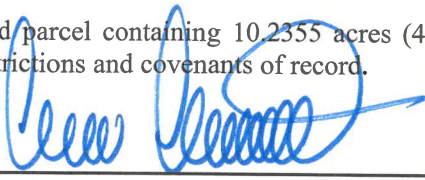
**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 32°16'29" East (North 32°06'46" East~record), a distance of 77.91 feet (77.91 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 61°18'55" East (North 61°09'12" East~record), a distance of 84.14 feet (84.15 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the northeast corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said Greene Spur Drain, South 08°10'06" East (South 08°20'18" East~record), a distance of 1,202.48 feet (1,202.40 feet~record) to a Car Axel in concrete footing found for an angle point of the parcel herein described;

**THENCE**, South 10°59'35" East (South 11°08'17" East~record), a distance of 0.96 feet to the **POINT OF BEGINNING**.

Said parcel containing 10.2355 acres (445,857.7 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
 Aaron Alvarado, N. M. P. S. No. 21400  
 Date: February 26, 2024  
 05896-159 Parcel 5 Desc





**METES AND BOUNDS DESCRIPTION**  
***"Parcel 6"***

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 214.5845 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tracts 24-7A, 24-7B3, 24-7B4, and 24-7C1, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M., and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; **THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 4,016.05 feet to a 1/2-inch rebar with survey cap No. "NM 21400" set for the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 12, North 00°28'58" West (North 00°32'13" West~record), a distance of 1,310.55 feet (1,311.46 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°56'40" East (North 89°42'00" East~record), a distance of 577.11 feet (577.11 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Drain (variable width) for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 29°02'00" East (South 29°08'59" East~record), a distance of 1,497.04 feet (1,497.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, North 89°17'56" East (North 89°10'57" East~record), a distance of 128.83 feet (125.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 427.10 feet (423.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 05°43'57" East (North 05°31'57" East~record), a distance of 218.50 feet (218.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 02°49'03" West (North 03°01'03" West~record), a distance of 94.50 feet (94.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 11°26'03" West (North 11°38'03" East~record), a distance of 304.80 feet (304.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Side Canal (variable width) for an angle point of the parcel herein described;



**THENCE**, following the westerly right-of-way line of said West Side Canal, South 25°51'46" East (South 26°03'46" East~record), a distance of 1,018.21 feet (1,018.21 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of curvature;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, along the arc of said non-tangent curve to the left having a radius of 2,909.79 feet (2,909.79 feet~record), a central angle of 34°54'00" (34°54'00"~record), an arc length of 1,772.41 feet (1,772.41 feet~record), and whose long chord bears South 43°18'46" East (South 43°30'46" East~record), a distance of 1,745.14 feet (1,745.14 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of tangency;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 60°45'46" East (South 60°57'46" East~record), a distance of 324.24 feet (324.24 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the most easterly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal, South 87°42'01" West (South 87°30'01" West~record), a distance of 387.79 feet (387.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 00°05'25" West (South 00°03'23" East~record), a distance of 1,268.23 feet (1,268.23 feet~record) to a 1/2-inch rebar found for the southeast corner of the parcel herein described;

**THENCE**, North 89°48'53" West (North 89°57'41" West~record), a distance of 126.94 feet (125.81 feet~record) to a 1/2-inch rebar (bent) with survey cap No. "NMPS 5939" found on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,420.86 feet (1,420.73 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 89°25'57" East (North 89°13'57" East~record), a distance of 5.34 feet (5.34 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,261.80 feet (1,261.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 172.82 feet (176.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, South 89°17'56" West (South 89°10'57" West~record), a distance of 140.06 feet (136.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 29°02'04" East (South 29°09'03" East~record), a distance of 234.86 feet (234.86 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,205.50 feet (1,205.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;



**THENCE**, continuing along the westerly right-of-way line of said West Drain, North 89°20'56" East (North 89°13'57" East~record), a distance of 5.39 feet (5.39 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,417.71 feet (1,418.91 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, North 89°48'53" West (North 89°57'41" West~record), a distance of 2,186.26 feet (2,186.21 feet~record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 89°50'40" West (South 89°37'56" West~record), a distance of 262.53 feet (262.64 feet~record) to a 3-inch Iron Pipe found for an angle point of the parcel herein described;

**THENCE**, North 00°14'16" West (North 00°22'37" West~record), a distance of 1,265.71 feet (1,266.38 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°51'28" West (South 89°57'50" West~record), a distance of 1,340.39 feet (1,340.39 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on boundary line common to said Section 12 and Section 11, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

**THENCE**, following boundary line common to said Sections 11 and 12, North 00°14'54" West (North 00°25'15" West~record), a distance of 1,380.23 feet (1,380.06 feet~record) to a 2 1/2-inch iron pipe found for the corner common to said Sections 1, 11, 12 and Section 2, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

**THENCE**, leaving boundary line common to said Sections 11, 12 and following the boundary line common to said Sections 1 and 12, South 89°18'25" East (South 89°29'07" East~record), a distance of 1,340.29 feet (1,340.29 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 214.5845 acres (9,347,299.3 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

*Date: February 26, 2024*

*05896-159 Parcel 6 Desc*





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
HECTOR MARTINEZ, P.E.  
Associate Partner

## METES AND BOUNDS DESCRIPTION

*"Parcel 7"*

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 3.1216 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,209.93 feet to a point; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 140.99 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 28.32 feet to point on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the easterly right-of-way line of the West Drain (variable width) for the northwesterly corner of Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a 1/2 inch rebar with survey cap No. "RPLS 8081" found on the westerly right-of-way line of the West Side Canal (variable width) for the northeasterly corner of said Tract 22-45 bears, South 89°52'28" East, at a distance of 486.33 feet; **THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the easterly right-of-way line of said West Drain, South 27°32'37" East, a distance of 2,476.39 feet to an angle point; **THENCE**, continuing along the easterly right-of-way line of said West Drain, South 27°26'20" East (South 27°36'03" East~record), a distance of 185.96 feet (185.96 feet~record) to an angle point; **THENCE**, continuing along the easterly right-of-way line of said West Drain, South 28°59'20" East (South 29°09'03" East~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, North 89°51'43" East (North 89°42'00" East~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Side Canal for the northeast corner of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 339.04 feet (339.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 18°43'20" East (South 18°33'03" East~record), a distance of 61.00 feet (61.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 11°28'20" East (South 11°38'03" East~record), a distance of 284.60 feet (284.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

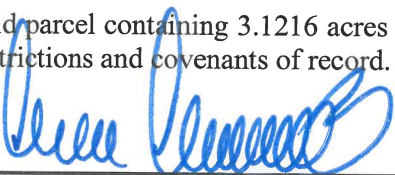
**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 02°51'20" East (South 03°01'03" East~record), a distance of 72.10 feet (72.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 05°41'40" West (South 05°31'57" West~record), a distance of 110.10 feet (110.10 feet~record) to a 1/2-inch rebar with

survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain, for the most southerly corner of the parcel herein described;

***THENCE***, leaving the westerly right-of-way line of said West Side Canal and following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 940.28 feet (940.28 feet~record) to the ***POINT OF BEGINNING***.

Said parcel containing 3.1216 acres (135,975.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



***Aaron Alvarado, N. M. P. S. No. 21400***

***Date: February 26, 2024***

***05896-159 Parcel 7 Desc***









## SCHEDULE B

### **SPECIAL WARRANTY DEED**

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

**Effective Date:** \_\_\_\_\_, 2025

**Grantor:**       **THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation**  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**Grantee:**       **Koeada Farms, a New Mexico limited liability company**  
PO Box 460  
Mesilla Park, NM 88407

**Koeada Farms, a New Mexico limited liability company**  
PO Box 156  
Hatch, NM 87937

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

**Property (including any improvements):**

That certain land located in Dona Ana County, New Mexico, as more particularly described by metes and bounds in **Exhibit A-1**, attached hereto and incorporated herein by reference, together with all improvements located on such land.

**Exceptions to Conveyance and Warranty:**

- A. Reservations as contained in Patent from the United States of America recorded in Book 10. 35, Page(s) 252, of Deed Records.
- B. Elephant Butte Irrigation District taxes for 2025 and 2026 operation and maintenance, and thereafter, a lien not yet due or payable.
- C. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded September 2, 1975 in book 111, page(s) 512-513 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- D. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 26, 1976 in book 115, page(s) 161-162 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- E. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 2, 1979 in book 134, page(s) 178-179 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.

- F. Easement in favor of El Paso Electric Company and The Mountain States Telephone 15. and Telegraph Company, affecting a portion of said land, recorded January 4, 1980 in book 139, page(s) 652-654 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- G. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 7, 1980 in book 142, page(s) 977-978 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- H. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded December 20, 1983 in book 177, page(s) 553-554 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- I. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded November 20, 1986 in book 211, page 655 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- J. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 21, 1996 in book 51, page(s) 938-939 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- K. Grant of Drainage Easement in favor of Scott Winton, recorded October 30, 2009, as Instrument No. 0930007, of Dona Ana County Clerk Records.
- L. That portion of the 100 foot Crawford Spur Drain as shown on the plat of survey by Seco Engineering Co., dated October 12, 2000.
- M. 50 foot wide Crawford Lateral which transects said land from North to South as shown on plat of survey by Seco Engineering Co, dated October 12, 2000.
- N. 23. 8 foot concrete irrigation ditch adjacent to the 100 foot Crawford Spur Drain as shown on the plat of
- O. survey by Seco Engineering Co., dated October 12, 2000.
- P. 8 foot concrete irrigation ditch (abandoned) adjacent to the Westerly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- Q. 8 foot concrete irrigation ditch adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- R. 10 foot wide graded dirt road adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- S. Crawford Lateral affecting the Southerly 50 feet of Parcel 3 shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- T. 8 foot concrete irrigation ditch along the northerly property line of parcel 1 as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000
- U. Rights of parties under any unrecorded rental or lease agreements.

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

Grantor, subject to Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty set forth above.

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

*[Signatures on the following page]*

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

**GRANTOR:**

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

By: EXHIBIT ONLY  
Name: Dionne Mack  
Title: City Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by  
Dionne Mack, City Manager of the City of El Paso.

EXHIBIT ONLY  
**NOTARY PUBLIC**, State of Texas





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
HECTOR MARTINEZ, P.E.  
Associate Partner

**METES AND BOUNDS DESCRIPTION**  
**"Parcel 1"**

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 66.3584 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 22-44, Section 2, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 26.08 feet (25.01 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and continuing along the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,186.65 feet (2,186.65 feet~record) to a Concrete Nail (broken) found for the southeast corner of the parcel herein described; **WHENCE**, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2 and Sections 11, 12, Township 26 South, Range 2 East, N.M.P.M. bears, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,638.64 feet (2,633.68~record);

**THENCE**, leaving the boundary line common to said Sections 1 and 2, North 89°59'55" West (South 89°49'41" West~record), a distance of 1,320.08 feet (1,320.12 feet~record) to a 1/2-inch rebar with survey cap "NMPS 5939" found for the southwest corner of the parcel herein described;

**THENCE**, North 00°53'15" East (North 00°42'51" East~record), a distance of 2,192.30 feet (2,192.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of said Doña Ana County Road B-008 for northwest corner of the parcel herein described;

**THENCE**, following the on the south right-of-way line of said Doña Ana County Road B-008, South 89°45'46" East (South 89°56'00" East~record), a distance of 1,272.09 feet (1,272.14 feet~record) to a 1 3/4-inch Iron Pipe found for an angle point of the parcel herein described;

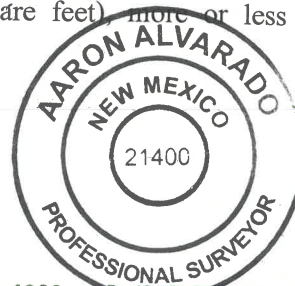
**THENCE**, continuing along the south right-of-way line of said Doña Ana County Road B-008, South 89°29'51" East (South 89°44'20" East~record), a distance of 48.37 feet (49.27 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 66.3584 acres (2,890,572.9 square feet), more or less and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

*Date: February 26, 2024*

*05896-159 Parcel 1 Desc*





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
HECTOR MARTINEZ, P.E.  
Associate Partner

**METES AND BOUNDS DESCRIPTION**  
**"Parcel 2"**

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 85.8018 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7C1, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West-record), a distance of 2,217.15 feet (2,216.00 feet-record) to a 60D nail with shiner found for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 2, South 89°30'20" East (South 89°45'00" East-record), a distance of 1,138.53 feet (1,138.53 feet-record) to a 1/2-inch rebar found on the westerly right-of-way line of the West Drain (variable width) for the northeast corner of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 27°21'23" East (South 27°36'03" East-record), a distance of 243.51 feet (243.51 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 28°54'19" East (South 29°08'59" East-record), a distance of 1,271.32 feet (1,271.32 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, South 89°56'40" West (South 89°42'00" West-record), a distance of 577.11 feet (577.11 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 00°28'58" East (South 00°32'13" East-record), a distance of 1,310.55 feet (1,311.46 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the boundary line common to said Section 1 and Section 12, Township 26 South, Range 2 East, N.M.P.M. for the southeast corner of the parcel herein described;

**THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West (North 89°29'07" West-record), a distance of 1,340.29 feet (1,340.29 feet-record) to a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2, 12, and Section 11, Township 26 South, Range 2 East, N.M.P.M. for the southwest corner of the parcel herein described;

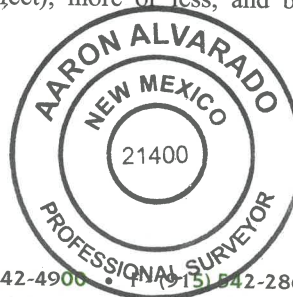
**THENCE**, leaving the boundary line common to said Sections 1 and 12 and following the boundary line common to said Sections 1 and 2, North 00°53'59" East (North 00°45'00" East-record), a distance of 2,634.22 feet (2,633.68 feet-record) to the **POINT OF BEGINNING**.

Said parcel containing 85.8018 acres (3,737,528.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

*Date: February 26, 2024*

*05896-159 Parcel 2 Desc*





**METES AND BOUNDS DESCRIPTION**  
**"Parcel 3"**

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 10.6775 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 4,723.60 feet to a point; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 627.32 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 27.14 feet to a 1/2-inch rebar with survey cap "RPLS 8081" found on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the westerly right-of-way line of the West Side Canal (variable width) for the northeast corner of U.S.R.S. Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; **THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the westerly right-of-way line of said West Side Canal, South 25°59'17" East, a distance of 2,444.16 feet; **THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 89°40'17" West, a distance of 31.13 feet to a 1/2-inch rebar with survey cap No. "NM 21400" for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°54'03" East (South 26°03'46" East~record), a distance of 759.12 feet (759.12 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 00°11'57" East (North 00°02'14" East~record), a distance of 45.47 feet (45.46 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°53'23" East (South 26°03'46" East~record), a distance of 755.05 feet (755.05 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for the southeast corner of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 89°29'43" West (North 89°42'03" West~record), a distance of 78.54 feet (78.67 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 11.16 feet (11.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal, South 89°51'43" West (South 89°42'00" West~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Drain (variable width) for the southwest corner of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;



**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 27°26'20" West (North 27°36'03" West~record), a distance of 185.96 feet (185.96 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northeast corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, South 89°40'17" East (South 89°50'00" East~record), a distance of 381.05 feet (381.05 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 10.6775 acres (465,112.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
\_\_\_\_\_  
**Aaron Alvarado, N. M. P. S. No. 21400**

**Date: February 26, 2024**

**05896-159 Parcel 3 Desc**





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
HECTOR MARTINEZ, P.E.  
Associate Partner

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

**METES AND BOUNDS DESCRIPTION**  
***"Parcel 4"***

*A 9.4712 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7B2, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, a distance of 4,891.07 feet; **THENCE**, leaving the corner common to said Sections 1, 12, 6 and 7, North 56°01'26" West, a distance of 2,460.26 feet to a 1/2 inch rebar found on the westerly right-of-way line of the Greene Spur Drain (variable width) for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, following the westerly right-of-way of said Greene Spur Drain, South 32°18'02" West (South 32°06'46" West~record), a distance of 278.83 feet (278.83 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 22°38'02" West (South 22°26'46" West~record), a distance of 84.05 feet (84.05 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°58'02" West (South 12°46'46" West~record), a distance of 451.08 feet (451.08 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 07°15'02" West (South 07°03'46" West~record), a distance of 113.98 feet (113.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 01°33'02" West (South 01°21'46" West~record), a distance of 231.91 feet (231.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°26'58" East (South 12°38'14" East~record), a distance of 91.28 feet (91.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said Greene Spur Drain and following the easterly right-of-way line of said West Side Canal, North 25°52'30" West (North 26°03'46" West~record), a distance of 1,310.05 feet (1,306.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Side Canal, North 86°18'30" East (North 84°26'10" East~record), a distance of 103.72 feet (102.53 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 23°49'04" East (South 24°00'20" East~record), a distance of 10.77 feet (10.77 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°07'56" East (North 88°56'40" East~record), a distance of 747.50 feet (747.50 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 9.4712 acres (412,565.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
\_\_\_\_\_  
**Aaron Alvarado, N. M. P. S. No. 21400**

**Date: February 26, 2024**

**05896-159 Parcel 4 Desc**





**METES AND BOUNDS DESCRIPTION**  
***"Parcel 5"***

*A 10.2355 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tract 24-7B2, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2-1/2 inch iron pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch aluminum cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; **THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 1,828.36 feet to the **POINT OF BEGINNING** of the parcel herein described; **WHENCE**, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 12, and Sections 2, 11, Township 26 South, Range 2 East, N.M.P.M. bears, North 89°18'25" West, a distance of 3,527.98 feet;

**THENCE**, leaving the boundary line common to said Sections 1 and 12, South 10°59'35" East (South 11°08'17" East-record), a distance of 578.47 feet to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Side Canal, North 40°48'31" West (North 40°58'14" West-record), a distance of 261.12 feet (261.12 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 38°58'31" West (North 39°08'14" West-record), a distance of 82.10 feet (82.10 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 39°08'31" West (North 39°18'14" West-record), a distance of 107.70 feet (107.70 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 36°03'31" West (North 36°13'14" West-record), a distance of 57.30 feet (57.30 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 32°58'31" West (North 33°08'14" West-record), a distance of 189.60 feet (189.60 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 29°43'31" West (North 29°53'14" West-record), a distance of 50.80 feet (50.80 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along easterly right-of-way line of said West Side Canal, South 88°41'29" West (South 88°31'46" West-record), a distance of 81.16 feet (81.16 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the beginning of a non-tangent curve to the right;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal along the arc of said non-tangent curve to the right having a radius of 2,809.79 feet (2,809.79 feet-record), a central angle of 0°54'31" (0°54'26"~record), an arc length of 44.55 feet (44.48 feet-record), and whose long chord bears North 28°04'40" West (North 28°16'22" West-record), a distance of 44.55 feet (44.48 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the end of said non-tangent curve;



**THENCE**, continuing along the easterly right-of-way line of said Wes Side Canal, North 88°41'29" East (North 88°31'46" East~record), a distance of 93.98 feet (93.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the Greene Spur Drain (variable width) for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said Greene Spur Drain, North 26°28'31" West (North 26°38'14" West~record), a distance of 164.90 feet (164.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°28'31" West (North 12°38'14" West~record), a distance of 50.00 feet (50.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 01°31'29" East (North 01°21'46" East~record), a distance of 218.10 feet (218.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 07°13'29" East (North 07°03'46" East~record), a distance of 106.00 feet (106.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°56'29" East (North 12°46'46" East~record), a distance of 433.70 feet (433.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 22°36'29" East (North 22°26'46" East~record), a distance of 82.80 feet (82.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

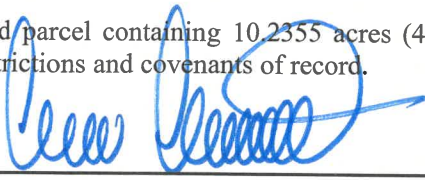
**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 32°16'29" East (North 32°06'46" East~record), a distance of 77.91 feet (77.91 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 61°18'55" East (North 61°09'12" East~record), a distance of 84.14 feet (84.15 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the northeast corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said Greene Spur Drain, South 08°10'06" East (South 08°20'18" East~record), a distance of 1,202.48 feet (1,202.40 feet~record) to a Car Axel in concrete footing found for an angle point of the parcel herein described;

**THENCE**, South 10°59'35" East (South 11°08'17" East~record), a distance of 0.96 feet to the **POINT OF BEGINNING**.

Said parcel containing 10.2355 acres (445,857.7 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
 Aaron Alvarado, N. M. P. S. No. 21400  
 Date: February 26, 2024  
 05896-159 Parcel 5 Desc





**METES AND BOUNDS DESCRIPTION**  
***"Parcel 6"***

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 214.5845 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tracts 24-7A, 24-7B3, 24-7B4, and 24-7C1, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M., and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; **THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 4,016.05 feet to a 1/2-inch rebar with survey cap No. "NM 21400" set for the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 12, North 00°28'58" West (North 00°32'13" West~record), a distance of 1,310.55 feet (1,311.46 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°56'40" East (North 89°42'00" East~record), a distance of 577.11 feet (577.11 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Drain (variable width) for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 29°02'00" East (South 29°08'59" East~record), a distance of 1,497.04 feet (1,497.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, North 89°17'56" East (North 89°10'57" East~record), a distance of 128.83 feet (125.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 427.10 feet (423.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 05°43'57" East (North 05°31'57" East~record), a distance of 218.50 feet (218.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 02°49'03" West (North 03°01'03" West~record), a distance of 94.50 feet (94.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 11°26'03" West (North 11°38'03" East~record), a distance of 304.80 feet (304.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Side Canal (variable width) for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Side Canal, South 25°51'46" East (South 26°03'46" East~record), a distance of 1,018.21 feet (1,018.21 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of curvature;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, along the arc of said non-tangent curve to the left having a radius of 2,909.79 feet (2,909.79 feet~record), a central angle of 34°54'00" (34°54'00"~record), an arc length of 1,772.41 feet (1,772.41 feet~record), and whose long chord bears South 43°18'46" East (South 43°30'46" East~record), a distance of 1,745.14 feet (1,745.14 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of tangency;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 60°45'46" East (South 60°57'46" East~record), a distance of 324.24 feet (324.24 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the most easterly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal, South 87°42'01" West (South 87°30'01" West~record), a distance of 387.79 feet (387.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 00°05'25" West (South 00°03'23" East~record), a distance of 1,268.23 feet (1,268.23 feet~record) to a 1/2-inch rebar found for the southeast corner of the parcel herein described;

**THENCE**, North 89°48'53" West (North 89°57'41" West~record), a distance of 126.94 feet (125.81 feet~record) to a 1/2-inch rebar (bent) with survey cap No. "NMPS 5939" found on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,420.86 feet (1,420.73 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 89°25'57" East (North 89°13'57" East~record), a distance of 5.34 feet (5.34 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,261.80 feet (1,261.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 172.82 feet (176.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, South 89°17'56" West (South 89°10'57" West~record), a distance of 140.06 feet (136.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 29°02'04" East (South 29°09'03" East~record), a distance of 234.86 feet (234.86 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,205.50 feet (1,205.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;



**THENCE**, continuing along the westerly right-of-way line of said West Drain, North 89°20'56" East (North 89°13'57" East~record), a distance of 5.39 feet (5.39 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,417.71 feet (1,418.91 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, North 89°48'53" West (North 89°57'41" West~record), a distance of 2,186.26 feet (2,186.21 feet~record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 89°50'40" West (South 89°37'56" West~record), a distance of 262.53 feet (262.64 feet~record) to a 3-inch Iron Pipe found for an angle point of the parcel herein described;

**THENCE**, North 00°14'16" West (North 00°22'37" West~record), a distance of 1,265.71 feet (1,266.38 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°51'28" West (South 89°57'50" West~record), a distance of 1,340.39 feet (1,340.39 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on boundary line common to said Section 12 and Section 11, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

**THENCE**, following boundary line common to said Sections 11 and 12, North 00°14'54" West (North 00°25'15" West~record), a distance of 1,380.23 feet (1,380.06 feet~record) to a 2 1/2-inch iron pipe found for the corner common to said Sections 1, 11, 12 and Section 2, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

**THENCE**, leaving boundary line common to said Sections 11, 12 and following the boundary line common to said Sections 1 and 12, South 89°18'25" East (South 89°29'07" East~record), a distance of 1,340.29 feet (1,340.29 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 214.5845 acres (9,347,299.3 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
 Aaron Alvarado, N. M. P. S. No. 21400

Date: February 26, 2024

05896-159 Parcel 6 Desc





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
HECTOR MARTINEZ, P.E.  
Associate Partner

## METES AND BOUNDS DESCRIPTION

### *"Parcel 7"*

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

*A 3.1216 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,209.93 feet to a point; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 140.99 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 28.32 feet to point on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the easterly right-of-way line of the West Drain (variable width) for the northwesterly corner of Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a 1/2 inch rebar with survey cap No. "RPLS 8081" found on the westerly right-of-way line of the West Side Canal (variable width) for the northeasterly corner of said Tract 22-45 bears, South 89°52'28" East, at a distance of 486.33 feet; **THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the easterly right-of-way line of said West Drain, South 27°32'37" East, a distance of 2,476.39 feet to an angle point; **THENCE**, continuing along the easterly right-of-way line of said West Drain, South 27°26'20" East (South 27°36'03" East~record), a distance of 185.96 feet (185.96 feet~record) to an angle point; **THENCE**, continuing along the easterly right-of-way line of said West Drain, South 28°59'20" East (South 29°09'03" East~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, North 89°51'43" East (North 89°42'00" East~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Side Canal for the northeast corner of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 339.04 feet (339.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 18°43'20" East (South 18°33'03" East~record), a distance of 61.00 feet (61.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 11°28'20" East (South 11°38'03" East~record), a distance of 284.60 feet (284.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

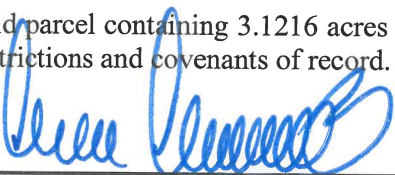
**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 02°51'20" East (South 03°01'03" East~record), a distance of 72.10 feet (72.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 05°41'40" West (South 05°31'57" West~record), a distance of 110.10 feet (110.10 feet~record) to a 1/2-inch rebar with

survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain, for the most southerly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal and following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 940.28 feet (940.28 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 3.1216 acres (135,975.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



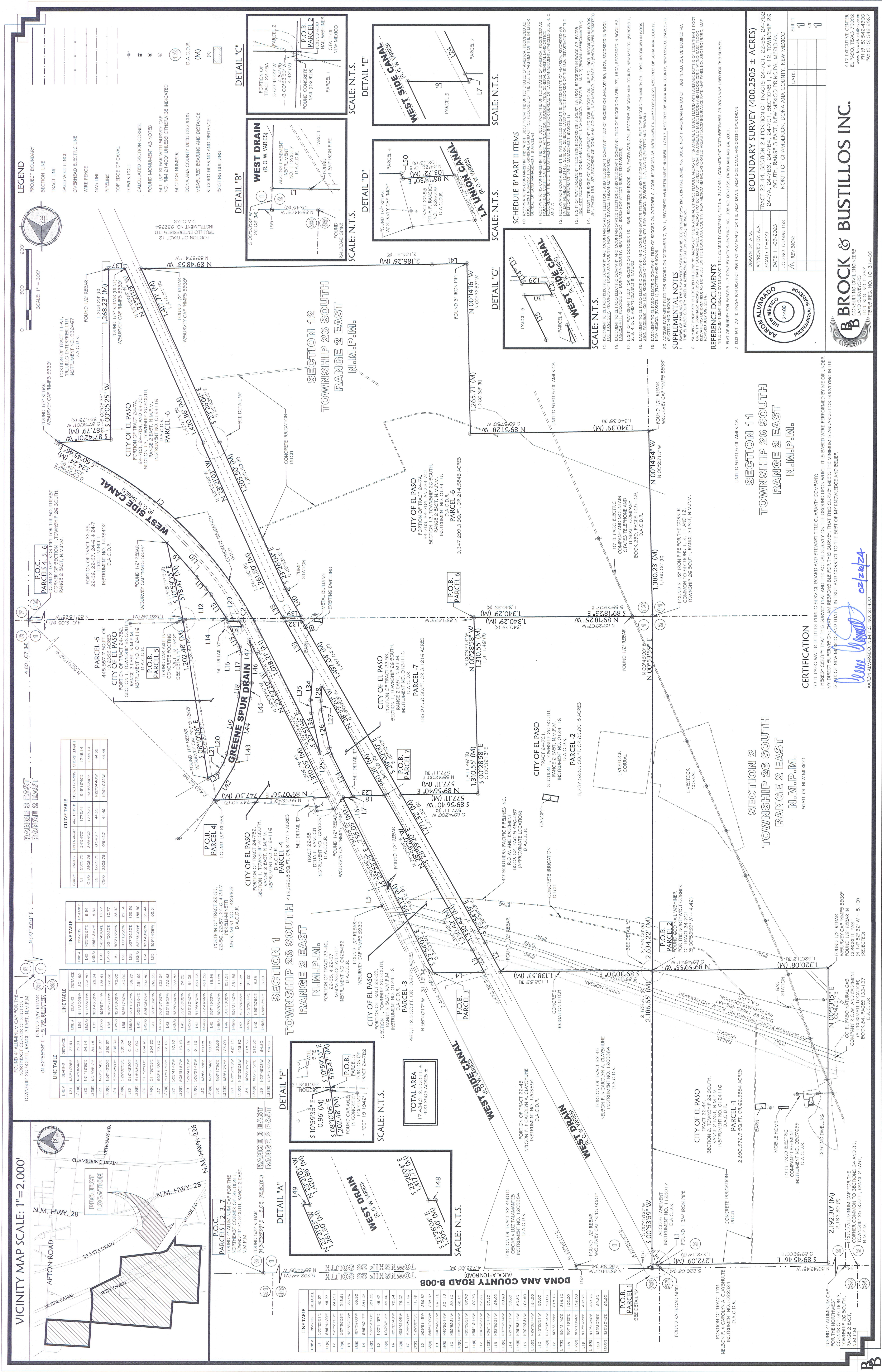
Aaron Alvarado, N. M. P. S. No. 21400

**Date:** February 26, 2024

**05896-159 Parcel 7 Desc**









**NM FORM 6: COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within \_\_\_\_\_ after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a NM Form 6 Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under Section 14-9-1 NMSA 1978, as amended to the Date of Policy, under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;

*This page is only a part of a NM Form 6 Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

- ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

***Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, and title insurance rule 13.14.18.9 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico superintendent of insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico superintendent of insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located, except as authorized by law.***

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: **Camino Real Abstract & Title, LLC**

Issuing Office: **6701 N Mesa, El Paso, TX 79912**

Issuing Office's ALTA® Registry ID: \_\_\_\_\_

Loan ID Number:

Commitment Number:

Issuing Office File Number: **25250215NM**

Property Address: **400.25 acres, , NM**

**SCHEDULE A**

1. Commitment Date: **September 11, 2025**
2. Policy to be issued:
  - a. NM FORM 1 Owner's Policy  
Proposed Insured: **Koeda Farms, LLC**  
Proposed Amount of Insurance: **\$4,000,000.00**  
The estate or interest to be insured: **Fee Simple**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in **City of El Paso Water Utilities Public Service Board** and, as disclosed in the Public Records, has been since
5. The Land is described as follows:

**FIRST AMERICAN TITLE INSURANCE COMPANY**



By: \_\_\_\_\_  
**Authorized Signatory**

*This page is only a part of a NM Form 6 Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Parcel 1:**

**A certain parcel of land comprising a portion of the Santa Teresa Grant situated within Township 28 South, Range 3 East, New Mexico Principal Meridian, being U.S.R.S. Tracts 32-13-A2 and 32-13-B2, in Dona Ana County, New Mexico, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.**

**Parcel 2:**

**A certain parcel of land comprising a portion of the Santa Teresa Grant situated within Township 28 South, Range 3 East, New Mexico Principal Meridian, being a portion of U.S.R.S. Tracts 32-13A1 and all U.S.R.S. Tract 32-13B1, in Dona Ana County, New Mexico, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.**

**Parcel 3:**

**A certain parcel of land comprising a portion of the Santa Teresa Grant situated within Township 28 South, Range 3 East, New Mexico Principal Meridian, being a portion of U.S.R.S. Tracts 32-13A1, in Dona Ana County, New Mexico, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.**

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## SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. **We find no outstanding mortgage(s)/deed(s) of trust of record against the subject property. Inquiry should be made concerning the existence of any note or other indebtedness, whether of record or not, which could give rise to a security interest in and to the subject property**
  - b. **Provide the Company with a copy of a survey of the proposed insured premises together with an adequate metes and bounds description for said proposed insured premises. Upon review of the requested survey and description, additional requirements and/or exceptions may be made.**
  - c. **Provide the Company with a resolution from the City of El Paso, approving this transaction and setting forth the name(s) of the party(ies) authorized to execute documents on behalf of the City of El Paso. Upon review of the requested documentation, additional requirements and/or exceptions may be made.**
  - d. **Provide the Company with copy(s) of the Operating Agreement(s) (and any amendments) for Koeda Farms, LLC, a New Mexico limited liability company. Upon review of the requested documentation, additional requirements and/or exceptions may be made.**
  - e. **Warranty Deed from City of El Paso Water Utilities Public Service Board, to, Koeda Farms, LLC, a New Mexico limited liability company.**
  - f. **Mortgage/Deed Of Trust from Koeda Farms, LLC, a New Mexico limited liability company., to, Lender TBD.**

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## SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, or other matter which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or materiel heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Water rights, claims or title to water.
7. Taxes for the year **2025**, and thereafter.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
10. **Reservations as contained in Patent from the United States of America recorded in [Book 35, Page\(s\) 252](#), of Deed Records.**
11. **Elephant Butte Irrigation District taxes for 2025 and 2026 operation and maintenance, and thereafter, a lien not yet due or payable.**
12. **Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded September 2, 1975 in book 111, page(s) 512-513 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.**
13. **Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 26, 1976 in book 115, page(s) 161-162 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.**
14. **Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 2, 1979 in book 134, page(s) 178-179 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.**

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15. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded January 4, 1980 in book 139, page(s) 652-654 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
16. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 7, 1980 in book 142, page(s) 977-978 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
17. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded December 20, 1983 in book [177](#), [page\(s\) 553-554](#) of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
18. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded November 20, 1986 in book 211, page 655 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
19. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 21, 1996 in [book 51](#), [page\(s\) 938-939](#) of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
20. Grant of Drainage Easement in favor of Scott Winton, recorded October 30, 2009, as [Instrument No. 0930007](#), of Dona Ana County Clerk Records.
21. That portion of the 100 foot Crawford Spur Drain as shown on the plat of survey by Seco Engineering Co., dated October 12, 2000.
22. 50 foot wide Crawford Lateral which transects said land from North to South as shown on plat of survey by Seco Engineering Co, dated October 12, 2000.
23. 8 foot concrete irrigation ditch adjacent to the 100 foot Crawford Spur Drain as shown on the plat of survey by Seco Engineering Co., dated October 12, 2000.
24. 8 foot concrete irrigation ditch (abandoned) adjacent to the Westerly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
25. 8 foot concrete irrigation ditch adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
26. 10 foot wide graded dirt road adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
27. Crawford Lateral affecting the Southerly 50 feet of Parcel 3 shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
28. 8 foot concrete irrigation ditch along the northerly property line of parcel 1 as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
29. Reservation of all minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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30. Any inaccuracy in the area, square footage, or acreage of land described in Schedule "A" or attached plat, if any. The Company does not represent or insure the area, square footage, or acreage of the land.
31. Rights of parties under any unrecorded rental or lease agreements.
32. The policy for the property described in Schedule A shall not include any mobile home or other manufactured housing located thereon.

Standard exceptions 1, 2, 3 and/or 4 may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents, and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the name insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee.

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## PRIVACY NOTICE – CAMINO REAL ABSTRACT & TITLE COMPANY

### WHAT DOES CAMINO REAL ABSTRACT & TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Camino Real Abstract & Title Company, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Camino Real Abstract & Title Company, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information  | Do we share? | Can you limit this sharing? |
|---|--------------|-----------------------------|
| <b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations. | Yes          | No                          |
| <b>For our marketing purposes</b> — to offer our products and services to you.  | Yes          | No                          |
| <b>For joint marketing with other financial companies</b>   | No           | We don't share              |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.   | Yes          | No                          |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.  | No           | We don't share              |
| <b>For our affiliates to market to you</b>  | Yes          | No                          |
| <b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.  | No           | We don't share              |

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third-party insurance company, we will disclose your personal information to that nonaffiliate.

### Sharing practices

|   |   |
|---|---|
| <b>How often does Camino Real Abstract &amp; Title Company notify me about their practices?</b> | We must notify you about our sharing practices when you request a transaction.  |
| <b>How does Camino Real Abstract &amp; Title Company protect my personal information?</b>       | To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.   |
| <b>How does Camino Real Abstract &amp; Title Company collect my personal information?</b>       | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p> |
| <b>What sharing can I limit?</b>  | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.  |

### Contact Us

If you have any questions about this privacy notice, please contact us at: Camino Real Abstract & Title Company, Privacy Officer, 6701 N Mesa, El Paso, TX 79912

## RESOLUTION

**A RESOLUTION OF THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD (EPWATER) TO AWARD THE SALE OF APPROXIMATELY 400.25 ACRES OF LAND, LEGALLY DESCRIBED AS CONSISTING OF Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44; Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1; Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59; Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 24-7C1; and, Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59, DONA ANA COUNTY, NEW MEXICO, TO KOEADA FARMS, LLC., AND AUTHORIZING THE PRESIDENT/CEO TO FORWARD THE RECOMMENDATION TO THE CITY AND SIGN ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE**

**WHEREAS**, the El Paso Water Utilities Public Service Board holds certain real properties comprising the water, wastewater and drainage utility systems in its land inventory (collectively the “System”); and,

**WHEREAS**, on July 12, 2023, the El Paso Water Utilities Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as amended.

**NOW, THEREFORE, BE IT RESOLVED BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:**

Section 1. The recitations as set out in the preamble above are found to be true and correct and are hereby adopted by the El Paso Water Utilities Public Service Board and made a part of this Resolution for all purposes.

Section 2. That the El Paso Water Utilities Public Service Board recommends the land described below be sold to Koeada Farms, LLC., with the purchase offer for a total amount of \$4,000,000.


Approximately 400.25 acres of land, legally described as consisting of Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44; Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1; Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59; Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S.

Tracts 24-7A, 24-7B3, 24-7B4 AND 24-7C1; and, Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59, Dona Ana County, New Mexico.

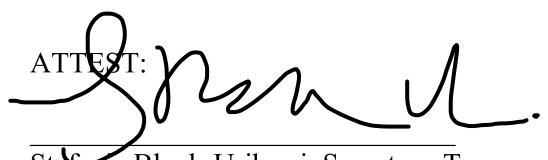
Section 3. That the El Paso Water Utilities Public Service Board authorize the President/CEO to forward to the City the resolution of the El Paso Water Utilities Public Service Board that the above-described land be sold in accordance with state law and sign any and all documents necessary to complete the sale of the property to Koeada Farms, LLC.

**PASSED, ADOPTED and APPROVED** at a Regular Meeting of the El Paso Water Utilities Public Service Board of the City of El Paso, Texas, this 10th day of September 2025, at which meeting a quorum was present and which meeting was held in accordance with the provisions of V.T.C.A. Government Code, Sections 551.001, et. seq.

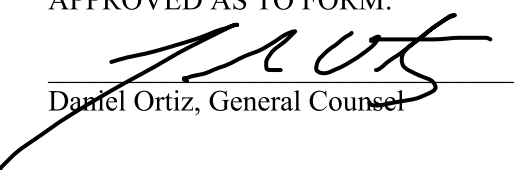
EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD

  
Bryan Morris, Chair

ATTEST:

  
Stefanie Block-Uribarri, Secretary-Treasurer

APPROVED AS TO FORM:

  
Daniel Ortiz, General Counsel



An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 400.25 acres of land legally described as:

Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44;

Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1;

Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59;

Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

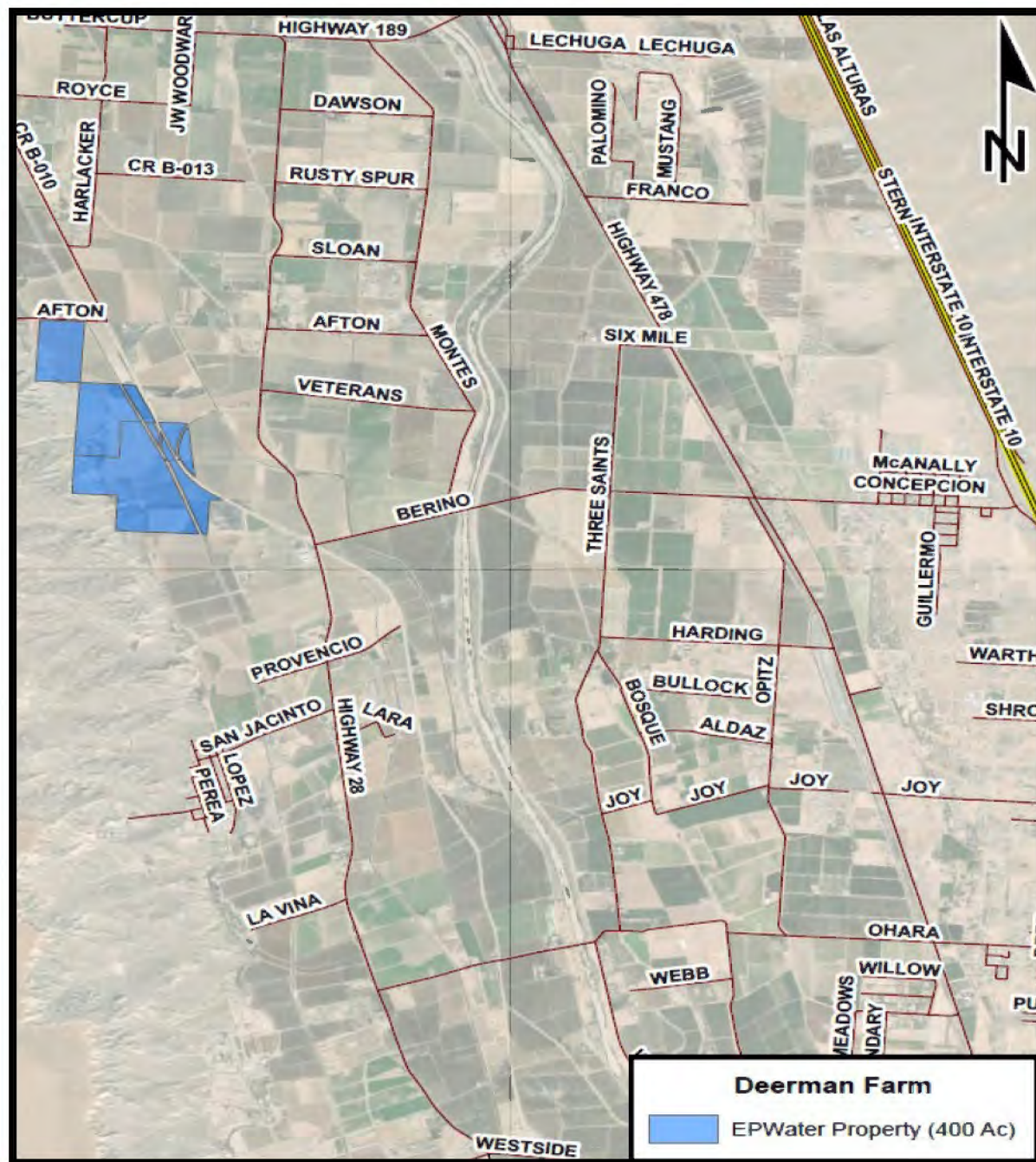
Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 24-7C1; and,

Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59.

December 2025







# Sale of Real Property – EPWater Deerman Farm (Dona Ana County, NM)



- Koeada Farms, a New Mexico LLC.
- \$4,000,000



Legislation Text

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File #: 26-0071, Version: 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**District 4**

El Paso Water, Rocio Alvarado, (915) 594-5493

El Paso Water, Alejandro Vidales, (915) 594-5636

**AGENDA LANGUAGE:**

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

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

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD: 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 1,055.8691 ACRES OF LAND LEGALLY DESCRIBED AS PORTION OF SECTIONS 9, 15, 16, 17 AND 18, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

**WHEREAS,** the El Paso Water Utilities Public Service Board ("**EPWater**"), for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of stormwater system (collectively the "**System**"); and,

**WHEREAS,** at its regular meeting on July 12, 2023, the Public Service Board determined approximately 1,055.8691 acres of land legally described as portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. (the "**Property**"), to be inexpedient to the system and that the Property should be sold in accordance with state law; and,

**WHEREAS,** the Texas Parks and Wildlife Department, a state agency whose address is 4200 Smith School Road, Austin, Texas 78744, has agreed to purchase the Property for the amount of \$420,000; and,

**WHEREAS,** the El Paso City Council finds that it is in the public interest to convey the Property to Texas Parks and Wildlife Department, a state agency; and

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

That the City Manager is authorized to sign a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 1,055.8691 acres of land legally described as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas

**(Signatures begin on following page)**

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson,  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michaela Ainsa  
Senior Assistant General Counsel

**ORDINANCE NUMBER** \_\_\_\_\_

Sale of Land – 1,055.8691 Acres – Texas Parks  
HQ 5994- RAB

**SPECIAL WARRANTY DEED**

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

**Effective Date:** \_\_\_\_\_, 2026

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

**Grantee:**           **TEXAS PARKS AND WILDLIFE DEPARTMENT, an agency of the STATE OF TEXAS**  
4200 Smith School Road  
Austin, Texas 78744

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

**Property (including any improvements):**

That certain parcel of land located in El Paso County, Texas and more particularly legally described by metes and bounds shown in **Exhibit A**, attached hereto and incorporated herein by reference for a complete legal description, together with all improvements located on such land.

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

This conveyance is made and accepted subject to the following:

**RESERVATIONS AND EXCEPTIONS FROM CONVEYANCE:**

1. Declaration of Restrictive Covenants filed of record document number 20210122486; and
2. The reservation by Grantor of easements to use and cross over, across, under and through the Property to install and maintain water, wastewater and stormwater facilities whenever it is necessary to provide service to the public as shown on **Exhibit B** attached hereto and incorporated fully herein. Provided, however, that in the event Grantee requests approval to cross or co-locate within such reserved easements for the sole or primary purpose of providing utilities or other services to Grantee's facilities on the Property, and the infrastructure for such utilities or other services will not interfere with Grantor's use of the easement, such approval by Grantor shall not be unreasonably withheld, and Grantor shall not charge Grantee or its



contractors or assigns a fee for such crossing or co-location.; and

3. Any and all restrictions, reservations, covenants, conditions, easements, right-of-way, and encumbrances, of record relating to the land in existence at the time of this conveyance; and
4. The reservation by Grantor of the right to access and construct storm water flow/sediment structures to control and maintain sediment flow sources generated along existing storm water flow paths located within the Property. Those facilities shall only be located in the flow path area within five hundred (500) feet of the Franklin Mountains State Parks boundary and the placement and design of such natural pollutant control structures shall be subject to review and approval by Texas Parks and Wildlife Department; such approval shall not be unreasonably denied. The Texas Parks and Wildlife Department shall not impound or divert surface water within or from any watercourse on the Property without prior authorization of Grantor; and
5. All severances, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, affecting the Property appearing in the Public Records of El Paso, County, Texas at the time of this conveyance.

**TO HAVE AND TO HOLD** the above-described premises, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto the Texas Parks and Wildlife Department, its successors and assigns forever, subject to the reservations, covenants, terms and conditions hereinabove made.

**SIGNATURES ON FOLLOWING PAGE**

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

**GRANTOR:**

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

By: \_\_\_\_\_  
Name: Dionne Mack  
Title: City Manager

**THE STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO       §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026,  
by **Dionne Mack**, City Manager of the City of El Paso.

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

*[GRANTOR SIGNATURES CONTINUE ON FOLLOWING PAGE]*

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

**THE EL PASO WATER UTILITIES – PUBLIC  
SERVICE BOARD**, a component unit of the CITY OF  
EL PASO, a Texas municipal corporation

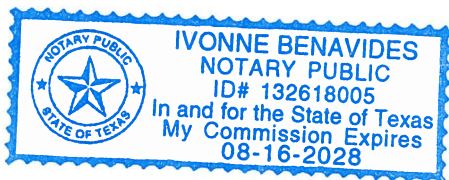
By:   
Name: John Balliew  
Title: President/CEO

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF EL PASO**

This instrument was acknowledged before me on the 25<sup>th</sup> day of November, 2025, by  
**John Balliew**, President/CEO of El Paso Water Utilities .



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

## EXHIBIT "A"



**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

**METES AND BOUNDS DESCRIPTION**

***"N.E. PARCEL WEST OF MARTIN LUTHER KING JR. BLVD."***

*A 1,055.8691 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas & Pacific Railway Company Surveys, and being more particularly described by metes and bounds as follows.*

**COMMENCING** at a 5/8 inch rebar found for the common corner of Sections 18, 19, 22 and 23, Block 81, Township 1, Texas & Pacific Railway Company Surveys; **WHENCE**, a 1/2 inch bent rebar found for the common corner of Sections 14, 15, 18 and 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys, bears North 01°59'34" East, a distance of 5,292.59 feet; **THENCE**, following the section line common to said Sections 18 and 23, North 87°57'12" West, at a distance of 67.67 feet pass the west right-of-way line of Martin Luther King Jr. Boulevard (FM 3255) (160 feet wide) and continuing on for a total distance of 3,555.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, continuing along the section line common to said Sections 18 and 23, North 87°57'12" West, a distance of 1,723.01 feet to a 2 inch pipe in concrete found for the southwest corner of the parcel herein described, identical to the common corner of Sections 17, 18, 23 and 24, Block 81, Township 1, Texas and Pacific Railway Company Surveys; **WHENCE**, a 2 inch pipe in concrete found for the common corner of Sections 23, 24, 25 and 26, Block 81, Township 1, Texas and Pacific Railway Company Surveys bears, South 02°00'44" West, a distance of 5,286.34 feet;

**THENCE**, leaving the section line common to said Sections 18 and 23 and following the section line common to said Sections 17 and 18, North 01°59'10" East, a distance of 302.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, leaving the section line common to said Sections 17 and 18, North 87°57'12" West, a distance of 295.16 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 32°22'37" East, a distance of 261.86 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 04°41'09" West, a distance of 538.09 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 90°00'00" West, a distance of 347.08 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 00°00'00" East, a distance of 717.27 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 90°00'00" East, a distance of 344.35 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 16°41'57" East, a distance of 399.75 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 09°12'01" West, a distance of 1,401.21 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 05°56'49" East, a distance of 470.09 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 19°29'30" West, a distance of 1,377.61 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 16 and 17;

**THENCE**, leaving the section line common to said Sections 16 and 17, North 21°48'05" East, a distance of 443.27 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 41°38'01" East, a distance of 554.15 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 12°12'02" West, a distance of 348.41 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, South 82°20'00" West, a distance of 455.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 07°40'00" West, a distance of 96.22 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 43°45'09" East, a distance of 831.33 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 04°53'57" West, a distance of 323.32 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 42°47'51" West, a distance of 505.51 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 44°32'01" East, a distance of 162.91 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, South 50°11'40" East, a distance of 358.24 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 35°32'16" East, a distance of 158.35 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 39°48'20" West, a distance of 618.21 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 00°00'00" East, a distance of 371.84 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 14°02'10" East, a distance of 151.79 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 02°21'06" East, a distance of 773.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 02°39'12" East, a distance of 1,212.57 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 9 and 16;

**THENCE**, leaving the section line common to said Sections 9 and 16, North 02°06'21" East, a distance of 503.63 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwest corner of the parcel herein described;

**THENCE**, South 87°53'41" East, a distance of 414.97 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 9 and 10 for an angle point of the parcel herein described;

**THENCE**, following the section line common to said Sections 9 and 10, South 02°06'21" West, a distance of 508.30 feet to a 2 inch pipe in concrete found on the north boundary line of said Section 16, identical to the south common corner of said Sections 9 and 10;

**THENCE**, following the section line common to said Sections 10 and 16, South 87°14'59" East, at a distance of 270.00 feet pass a 1/2 inch rebar with illegible survey cap found for the north common corner of said Sections 15 and 16 and continuing on the section line common to said Sections 10 and 15 for a total distance of 5,378.40 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeast corner of the parcel herein described;

**THENCE**, leaving the section line common to said Sections 10 and 15, South 01°35'40" West, a distance of 5,426.78 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 15 and 18 for an angle point of the parcel herein described;

**THENCE**, following the section line common to said Sections 15 and 18, North 87°58'17" West, a distance of 2,627.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, leaving the section line common to said Sections 15 and 18, South 02°01'43" West, a distance of 3,820.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 87°57'12" West, a distance of 799.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, South 01°59'10" West, a distance of 1,470.77 feet to the **POINT OF BEGINNING**.

Said parcel containing 1,055.8691 acres (45,993,659.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

**Aaron Alvarado, TX R. P. L. S. No. 6223**

**Date: April 06, 2022.**

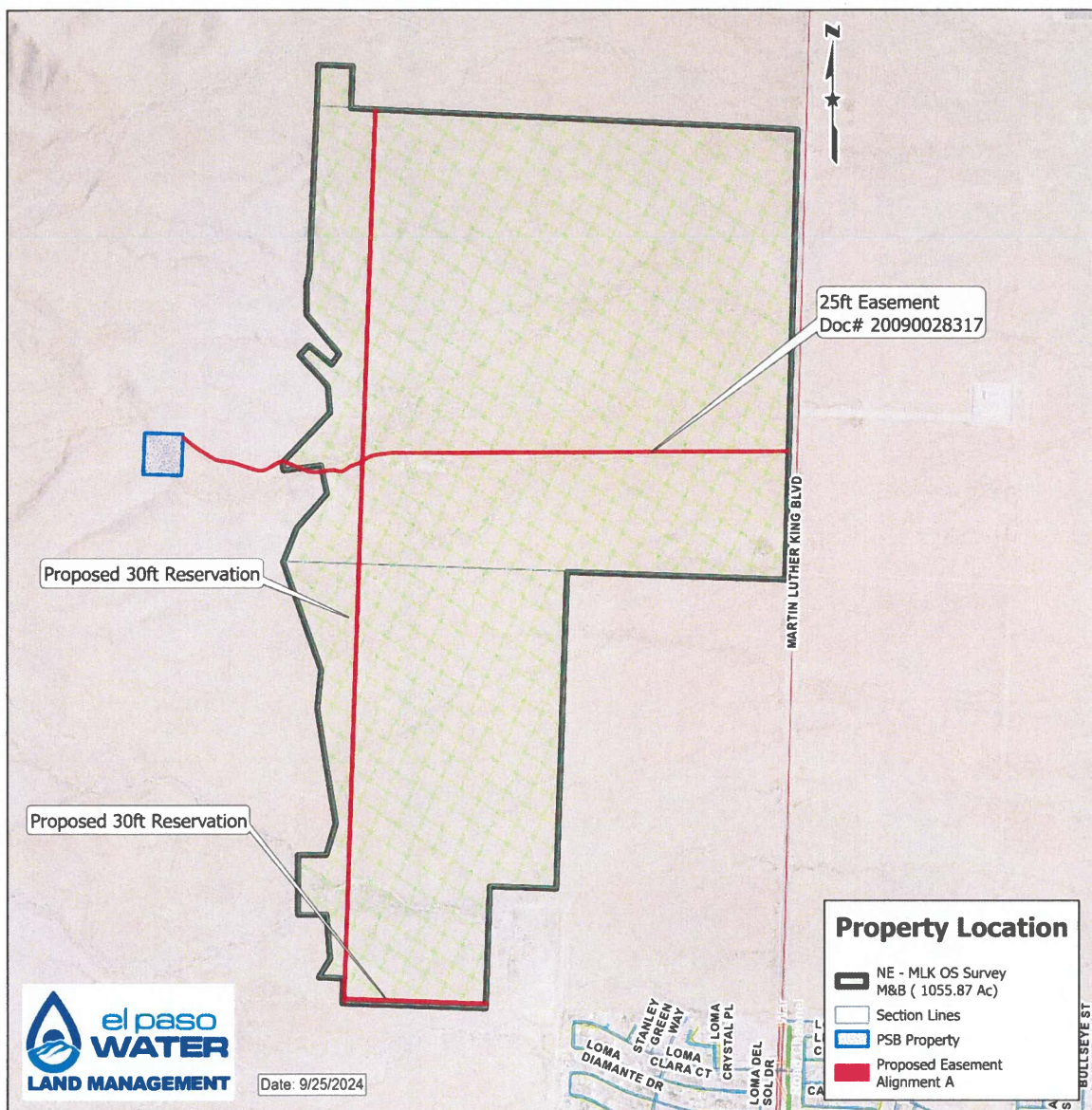
**05896-149-1056AC-NE PARCEL-DESC**







**EXHIBIT B**  
Approximate Easement Reservation Locations



## CONTRACT FOR SALE

STATE OF TEXAS            }

BY THIS AGREEMENT:

COUNTY OF EL PASO        }

The El Paso Water Utilities Public Service Board, for and on behalf of the City of El Paso, a Texas municipal corporation, ("SELLER"), whose address is 1154 Hawkins Blvd, El Paso, TX. 79925, agrees to convey by Special Warranty Deed to the Texas Parks and Wildlife Department ("BUYER"), a state agency whose address is 4200 Smith School Road, Austin, Texas 78744, and BUYER agrees to buy upon the terms and conditions set forth herein, a certain parcel of land containing approximately 1,054 acres, more or less, legally described as a portion of Block 81, Township 1, Sections 9, 15, 16, 17, and 18, and all of Section 15, Texas and Pacific RR Surveys, El Paso, El Paso County, Texas ("Property"), shown in Exhibit A attached hereto and incorporated herein, including all interest, if any, of SELLER, subject to the SELLER's Reservations and Exceptions to Conveyance enumerated hereinafter, in: (1) any strips and gores between the Property and abutting properties, whether owned or claimed by deed, limitations, or otherwise, and (2) any land lying in or under the bed of any creek, stream or waterway, and any land under any highway, road, easement, or railroad right-of-way or any other right-of-way on, across, or abutting the Property, and (3) any interest SELLER may have in any oil, gas, or other minerals in, on, or under the Property. The effective date of this Contract shall be the last date on which BUYER or SELLER executes this Contract as referenced below ("Effective Date").

This transaction was approved by the Texas Parks and Wildlife Commission voting in public session as required by the Texas Open Meetings Act on November 3, 2022.

This transaction was approved by the Public Service Board voting in public session as required by the Texas Open Meetings Act on July 12, 2023.

This transaction is contingent upon an approval by the City of El Paso City Council voting in public session as required by the Texas Open Meetings Act.

### BOTH PARTIES AGREE TO THE FOLLOWING:

1. Amendment of Restrictive Covenants. The Property is subject to certain use restrictions found in a *Declaration of Restrictive Covenants* executed by the El Paso Water Utilities-Public Service Board on behalf of the City of El Paso on December 21, 2021 in the real property records for El Paso County, Texas under Document No. 202100122486. The real estate transaction contemplated herein is contingent on amendment by SELLER of such use restrictions that conflict with TPWD's future planned use of the Property, as agreed to by the parties in an *Agreement to Amend Restrictive Covenants* executed December 9, 2024, attached hereto as Exhibit B and incorporated herein for all purposes. If SELLER does not execute the amendment to such restrictions to BUYER's satisfaction at Closing,

BUYER may cancel this Contract. The SELLER shall record the amendment to the restrictions at its cost.

2. **SELLER's Reservations and Exceptions from Conveyance.** This conveyance is made and accepted subject to the following (the "Sellers Reservations and Exceptions to Conveyance"):

- i. Declaration of Restrictive Covenants filed of record document number 20210122486, as amended; and
- ii. The reservation by Grantor of easements to use and cross over, across, under and through the Property to install and maintain water, wastewater and stormwater facilities whenever it is necessary to provide service to the public as shown on Exhibit C attached hereto and incorporated fully herein, provided, however, that in the event Grantee requests approval to cross or co-locate within such reserved easements for the sole or primary purpose of providing utilities or other services to Grantee's facilities on the Property, and the infrastructure for such utilities or other services will not interfere with Grantor's use of the easement, such approval by Grantor shall not be unreasonably withheld, and Grantor shall not charge Grantee or its contractors or assigns a fee for such crossing or co-location.; and
- iii. Any and all restrictions, reservations, covenants, conditions, easements, right-of-way, and encumbrances, of record relating to the land in existence at the time of this conveyance; and
- iv. The reservation by Grantor of the right to access and construct storm water flow/sediment structures to control and maintain sediment flow sources generated along existing storm water flow paths located within the Property. Those facilities shall only be located in the flow path area within five hundred (500) feet of the Franklin Mountains State Parks boundary and the placement and design of such natural pollutant control structures shall be subject to review and approval by Texas Parks and Wildlife Department; such approval shall not be unreasonably denied. The Texas Parks and Wildlife Department shall not impound or divert surface water within or from any watercourse on the Property without prior authorization of Grantor; and
- v. All severances, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, affecting the Property appearing in the Public Records of El Paso, County, Texas at the time of this conveyance.

3. **Closing.** Subject to the performance by both parties of their respective obligations and the

satisfaction of all conditions set forth herein, this transaction shall be closed ("Closing") within thirty (30) days of the approval of the El Paso City Council, or within 180 days of the execution of this contract, whichever event occurs later. SELLER agrees that the improvements on the Property, if any, shall be maintained in good order and repair between the date hereof and the date of Closing and same shall be delivered to BUYER at Closing in the same condition in which they are at the date of the execution of this Contract, reasonable wear and tear only excepted. Seller agrees to remove all personal property and trash debris from the property on or prior to the date of Closing.

4. Consideration. The consideration for the sale and conveyance of said Property is to be **\$420,000.00**, said amount to be paid to SELLER by BUYER simultaneously with the conveyance of the Property to BUYER by SELLER.
5. Title. BUYER may furnish an Owner's Title Policy on said Property prepared by Mammoth Rock Title, 10657 Vista Del Sol Dr, Suite E., El Paso Texas 79935, Attn: Lori Phillips ("Title Company"). BUYER shall state to the SELLER and Title Company its objections, if any, to the title in writing within thirty (30) days from receipt of the title commitment. Thereafter, SELLER shall have a reasonable time not to exceed fourteen (14) days from the date such objections are stated to SELLER within which to cure such objections. SELLER has the option to cure all valid objections at SELLER's cost, and if SELLER fails to do so prior to closing or if the title is subject to encumbrances unacceptable to BUYER, BUYER may cancel this Contract or may waive any or all of such title objections or encumbrances and proceed to close this transaction.
6. Survey. SELLER shall provide an existing land survey of the Property. If an existing survey does not meet the requirements of the Title Company for Closing this transaction, SELLER, at SELLER's sole expense, shall obtain a new survey at least thirty (30) days prior to Closing. SELLER shall be responsible for the cost of deed preparation and recording.
7. Deed. This transaction shall be closed by Title Company, and SELLER agrees to deliver to Title Company a Special Warranty Deed, substantially in the form attached as Exhibit D properly executed, conveying title to the Property free and clear of all encumbrances except as provided herein at which time BUYER agrees to pay the consideration by delivering a state warrant in the full amount of the purchase price payable jointly to SELLER and Title Company. Possession of the Property shall be delivered immediately upon Closing.
8. Environmental Due Diligence. It is understood and agreed that BUYER may perform or cause to be performed an environmental audit, including "all appropriate inquiry" as that term is used in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 (35) (B) (the "Environmental Audit") which must be completed within forty-five (45) days of the Effective Date (the "Audit Period"). If BUYER obtains



an Environmental Audit and is not satisfied with the findings, BUYER may terminate this Contract by providing SELLER written notice prior to the expiration of the Audit Period or, failing giving such timely notice to terminate shall be considered to have waived any or all of such objections and proceed to close this transaction. SELLER hereby grants access to the property for such inspection purposes. BUYER shall return the Property as nearly as practicable to the condition as it existed on the Effective Date. SELLER agrees to provide information as may be reasonably requested by BUYER in connection with the Environmental Audit.

9. Amendment. This contract may not be altered, changed, or amended except by a written agreement signed by all parties.
10. Counterparts. This contract may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement.
11. SELLER is transferring the Property "AS-IS", without any warranties other than warranties of title contained in the Special Warranty Deed delivered at Closing.
12. **As required by Section 26.11, Texas Tax Code, Title Company shall determine the amount of property taxes due on the Property to the date of Closing and shall pay the taxes, at the time of Closing, from the proceeds of the sale.**

[signature page follows]

**TEXAS PARKS AND WILDLIFE  
DEPARTMENT (BUYER)**



Name: David Yoshowitz, PhD

Title: Executive Director

Date: October 1, 2025

**The El Paso Water Utilities Public Service  
Board (SELLER)**



Name: John E. Balliew, P.E.

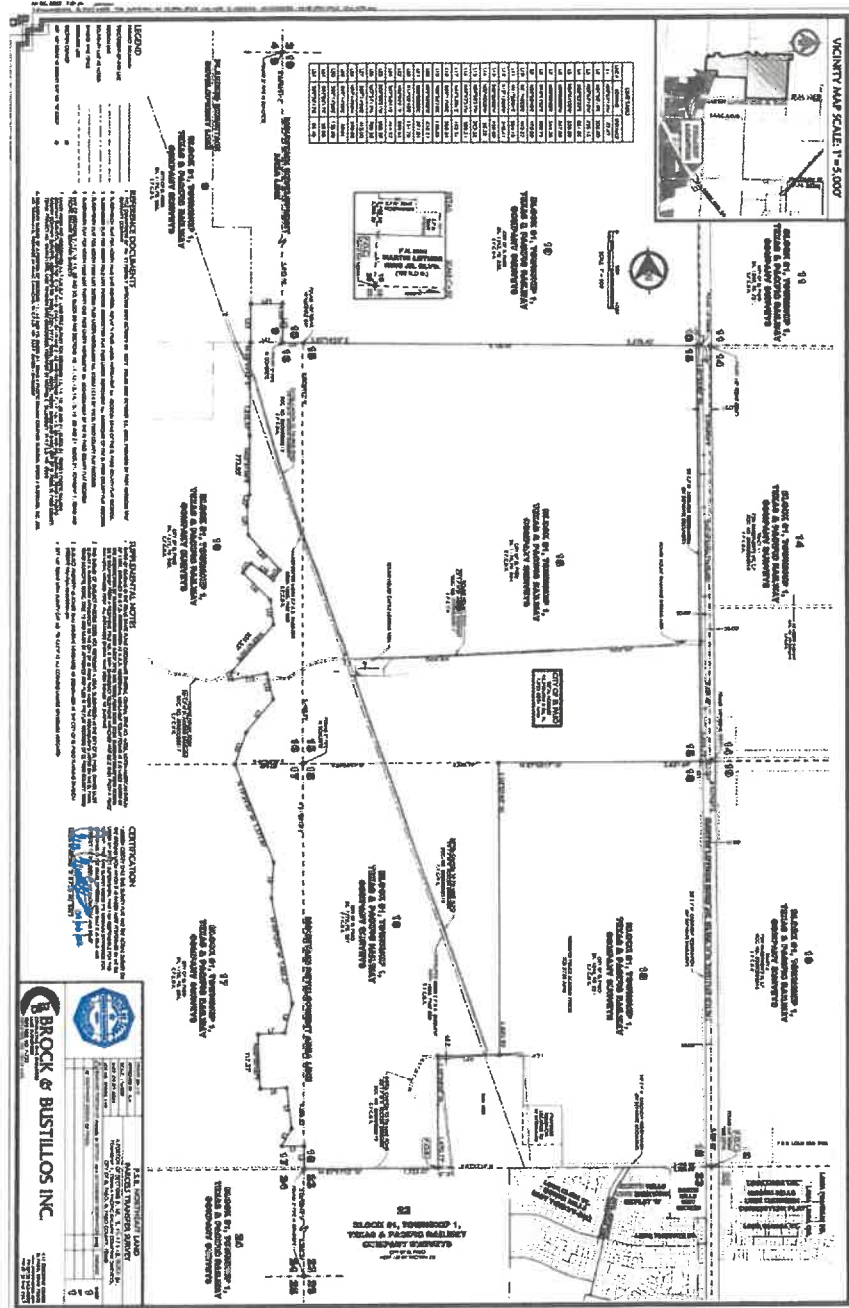
Title: PRESIDENT / CEO

Date: SEPTEMBER 8, 2025



# EXHIBIT A

## Plat of Property



## **EXHIBIT B**

Agreement to Amend Restrictive Covenants  
December 9, 2024

## **AGREEMENT**

This Agreement to Amend Restrictive Covenants (this "**Agreement**") is entered into as of the Effective Date by and between the EL PASO WATER UTILITIES-PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (collectively, the "**PSB**" or "**EPWater**") and the TEXAS PARKS AND WILDLIFE DEPARTMENT, an agency of the STATE OF TEXAS ("**TPWD**"). The PSB/EPWater and TPWD may hereinafter be referred to collectively as the "**Parties**," or individually as a "**Party**," to this Agreement.

## **RECITALS**

**WHEREAS**, the PSB, on behalf of the City of El Paso, Texas, has complete authority and control over that certain real property consisting of approximately one thousand and fifty-four (1,054) acres, and as more particularly described in **Exhibit A**, attached hereto and incorporated fully herein by reference (the "**Restricted Property**"); and

**WHEREAS**, on December 15, 2021, the PSB made a Declaration of Restrictive Covenants over the Restricted Property, which was recorded in the real property records of El Paso County, Texas under Document No.20210122486, in order that the Restricted Property remain substantially in its natural condition forever (the "**Declaration**"); and

**WHEREAS**, the Declaration was made such that the Restricted Property could be transferred or otherwise disposed of subject to certain Restrictive Covenants, which run with the Restricted Property and are binding on successors in interest to the PSB; and

**WHEREAS**, the Declaration may be amended by a recorded document signed by the PSB (or its successors in interest) after written approval by Resolution and formal action by the PSB; and

**WHEREAS**, the TPWD, an agency of the state of Texas, is interested in purchasing the Restricted Property from the PSB for an addition to Franklin Mountains State Park, and negotiations between TPWD and the PSB are ongoing (the "**Potential Purchase**"); and

**WHEREAS**, in order for TPWD to complete the Potential Purchase, it must be ensured that TPWD is able to operate the Restricted Property, which requires certain of the Restrictive Covenants in the Declaration to be amended, such amendments defined as the "**Amendments**" herein below; and

**WHEREAS**, TPWD sought preliminary approval by the PSB of the Amendments, and, at the Public Service Board meeting held on October 9, 2024, the PSB considered and approved the Amendments to be made to the Declaration pursuant to the terms and conditions contained in this Agreement (the "**PSB Approval**"); and

**NOW, THEREFORE**, for such good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. Conditions.** The PSB Approval allows for the Amendments contained in Section II of this Agreement to be made to the Declaration only after the closing of the Potential Purchase of the Restricted Property by the TPWD (the "**Closing**"). If the Closing does not take place

pursuant to a duly executed agreement between the PSB and the TPWD for the Potential Purchase, the PSB shall not be obligated to make the Amendments.

**II. Amendments to the Declaration.** The PSB Approval allows for the following Amendments to be made to the Declaration after the Closing (collectively, the "**Amendments**"). The Parties acknowledge and agree that the final wording of the Amendments will be subject to agreement of the Parties:

**Amendment 1.** Amend provision 2(a) General, to remove the prohibition on "removal of natural materials" so that TPWD may manage and remove exotic vegetation as needed and hunted animals. Amend language regarding development of the Restricted Property to clarify that TPWD's future use, to include construction of trails, trailheads and parking lots, and roads, does not constitute prohibited development for "residential, industrial, or commercial activity."

**Amendment 2.** Amend provision 2(c) Trees/Vegetation, to remove the prohibition on "clearing, burning, cutting, or destroying of trees or vegetation, except removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster, or as required by law." TPWD must have the discretion to conduct vegetation management in accordance with the agency mission and goals, and to conduct habitat restoration projects.

**Amendment 3.** Amend provision 2(e) Uses/Easements, to clarify that the PSB shall only retain the right to install and operate existing and future infrastructure within defined easement areas, either by (i) reservation by the PSB from the conveyance to TPWD in the Potential Purchase, which shall include rights of ingress and egress for maintenance and operations and shall prohibit obstruction of or interference with the reserved areas; (ii) or by future grant by the Texas Parks and Wildlife Commission of an easement(s) for EPWater Infrastructure that may be necessary in the future, as determined in the sole discretion of the PSB. TPWD agrees not to unreasonably withhold the grant of such easements. The amendment shall also clarify that the PSB does not retain the right to undertake agricultural, animal grazing, small-scale enterprises, landscape and garden uses, or recreational uses on the Restricted Property, but that TPWD shall have the right to undertake such activities to the extent that they are not otherwise inconsistent with the Declaration.

**Amendment 4.** Amend provisions 2(g) to remove the prohibition on creating and maintaining walking and biking trails and trailheads without prior consent of the PSB.

**Amendment 5.** Remove provision 2(h)-(i), Pest Control, and Vehicle Use.

**Amendment 6.** Amend provision 2(j), Other Prohibitions, to allow TPWD to use the Restricted Property in accordance with its mission and planned future use of the Restricted Property as part of the state park system.

**Amendment 7.** Provision 3(c) shall be amended or removed as necessary to clarify that the PSB does not retain ownership of the fee simple estate upon the Restricted Property subsequent to transferring the property to TPWD.

**III.** The Parties agree that the Declaration, as amended pursuant to the terms of this

Agreement, shall be finalized and filed in the real property records of El Paso County, Texas no later than sixty (60) days after the Closing.

This Agreement shall be deemed effective on the date on which it is fully executed by the Parties hereto (the "**Effective Date**").

*[Signatures Begin on the Following Page]*

This Agreement is EXECUTED by:

**THE PSB:**

**THE EL PASO WATER UTILITIES'- PUBLIC  
SERVICE BOARD, for and on behalf of the  
CITY OF EL PASO, a Texas municipal corporation**



**John Baller, President/CEO**

Date: 10/9/20

APPROVED AS TO FORM:



**Michaela Ainsa,  
Senior Asst General Counsel**

APPROVED AS TO CONTENT:



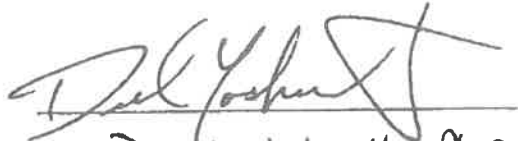
**Alejandro Vidales, Utility Land and  
Water Rights Manager**

*[TPWD Signature Contained on the Following Page]*

This Agreement is **EXECUTED** by:

**TPWD:**

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

  
Name: David Yoskowitz, Ph.D.  
Its: Executive Director  
Date: 11/19/2024



**EXHIBIT A**  
**The Restricted Property**



**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

FORWARD TO THE  
RECORDING  
CLERK OF THE  
COUNTY OF EL PASO  
TEXAS  
FROM THE  
BROCK & BUSTILLOS INC.  
LAND SURVEYORS  
10/1/2014  
10/1/2014

**METES AND BOUNDS DESCRIPTION**  
**"N.E. PARCEL WEST OF MARTIN LUTHER KING JR. BLVD."**

*A 1,055.8691 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas & Pacific Railway Company Surveys, and being more particularly described by metes and bounds as follows.*

**COMMENCING** at a 5/8 inch rebar found for the common corner of Sections 18, 19, 22 and 23, Block 81, Township 1, Texas & Pacific Railway Company Surveys; **WHENCE**, a 1/2 inch bent rebar found for the common corner of Sections 14, 15, 18 and 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys, bears North 01°59'34" East, a distance of 5,292.59 feet; **THENCE**, following the section line common to said Sections 18 and 23, North 87°57'12" West, at a distance of 67.67 feet pass the west right-of-way line of Martin Luther King Jr. Boulevard (FM 3255) (160 feet wide) and continuing on for a total distance of 3,555.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, continuing along the section line common to said Sections 18 and 23, North 87°57'12" West, a distance of 1,723.01 feet to a 2 inch pipe in concrete found for the southwest corner of the parcel herein described, identical to the common corner of Sections 17, 18, 23 and 24, Block 81, Township 1, Texas and Pacific Railway Company Surveys; **WHENCE**, a 2 inch pipe in concrete found for the common corner of Sections 23, 24, 25 and 26, Block 81, Township 1, Texas and Pacific Railway Company Surveys bears, South 02°00'44" West, a distance of 5,286.34 feet;

**THENCE**, leaving the section line common to said Sections 18 and 23 and following the section line common to said Sections 17 and 18, North 01°59'10" East, a distance of 302.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, leaving the section line common to said Sections 17 and 18, North 87°57'12" West, a distance of 295.16 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 32°22'37" East, a distance of 261.86 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 04°41'09" West, a distance of 538.09 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 90°00'00" West, a distance of 347.08 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 00°00'00" East, a distance of 717.27 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 90°00'00" East, a distance of 344.35 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 16°41'57" East, a distance of 399.75 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 09°12'01" West, a distance of 1,401.21 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 05°56'49" East, a distance of 470.09 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 19°29'30" West, a distance of 1,377.61 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 16 and 17;

**THENCE**, leaving the section line common to said Sections 16 and 17, North 21°48'05" East, a distance of 443.27 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 41°38'01" East, a distance of 554.15 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 12°12'02" West, a distance of 348.41 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, South 82°20'00" West, a distance of 455.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 07°40'00" West, a distance of 96.22 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 43°45'09" East, a distance of 831.33 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 04°53'57" West, a distance of 323.32 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 42°47'51" West, a distance of 505.51 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 44°32'01" East, a distance of 162.91 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, South 50°11'40" East, a distance of 358.24 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 35°32'16" East, a distance of 158.35 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

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**THENCE**, North 00°00'00" East, a distance of 371.84 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 14°02'10" East, a distance of 151.79 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 02°21'06" East, a distance of 773.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 02°39'12" East, a distance of 1,212.57 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 9 and 16;

**THENCE**, leaving the section line common to said Sections 9 and 16, North 02°06'21" East, a distance of 503.63 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwest corner of the parcel herein described;

**THENCE**, South 87°53'41" East, a distance of 414.97 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 9 and 10 for an angle point of the parcel herein described;

**THENCE**, following the section line common to said Sections 9 and 10, South 02°06'21" West, a distance of 508.30 feet to a 2 inch pipe in concrete found on the north boundary line of said Section 16, identical to the south common corner of said Sections 9 and 10;

**THENCE**, following the section line common to said Sections 10 and 16, South 87°14'59" East, at a distance of 270.00 feet pass a 1/2 inch rebar with illegible survey cap found for the north common corner of said Sections 15 and 16 and continuing on the section line common to said Sections 10 and 15 for a total distance of 5,378.40 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeast corner of the parcel herein described;

**THENCE**, leaving the section line common to said Sections 10 and 15, South 01°35'40" West, a distance of 5,426.78 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 15 and 18 for an angle point of the parcel herein described;

**THENCE**, following the section line common to said Sections 15 and 18, North 87°58'17" West, a distance of 2,627.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, leaving the section line common to said Sections 15 and 18, South 02°01'43" West, a distance of 3,820.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 87°57'12" West, a distance of 799.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

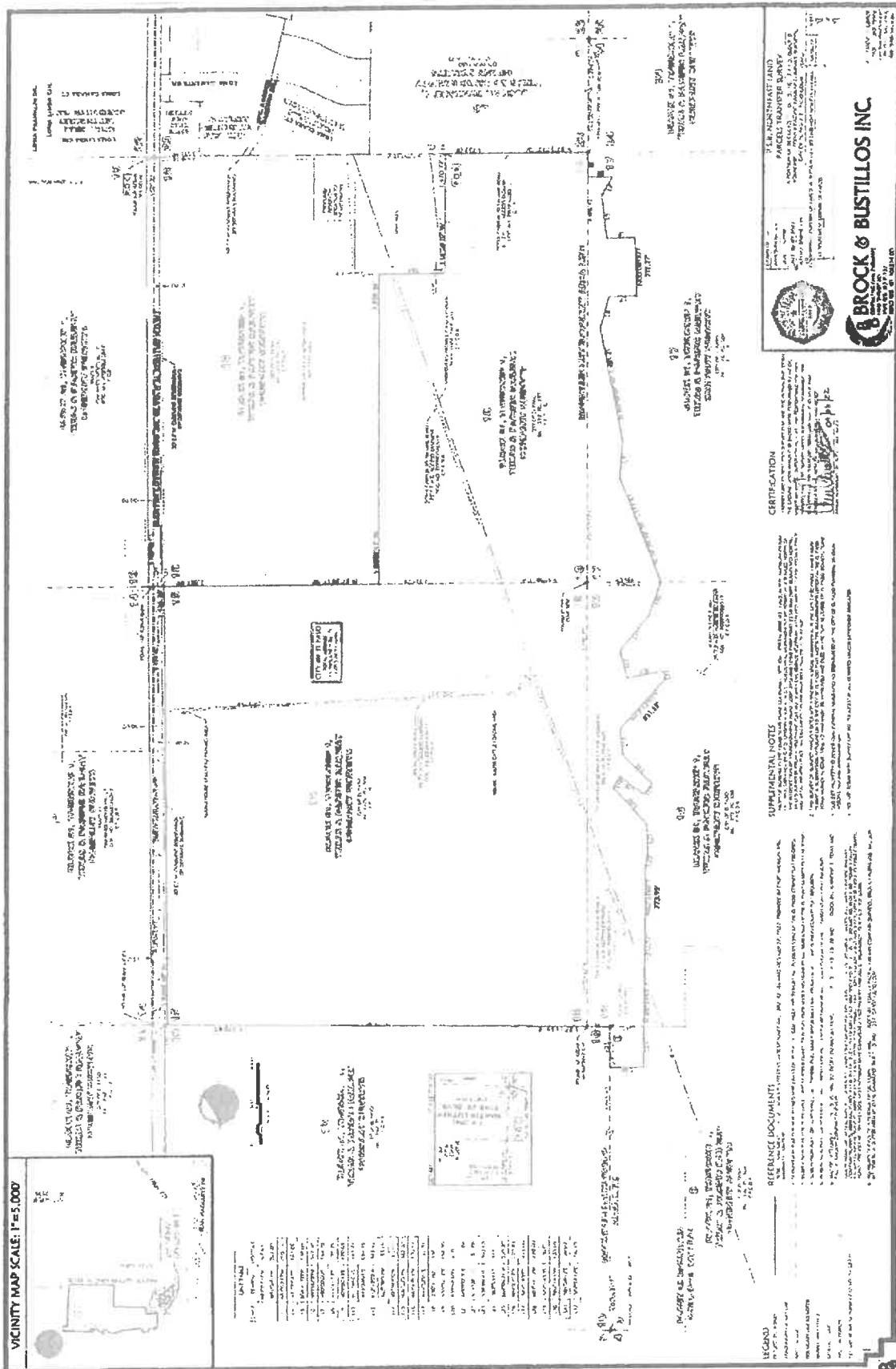
**THENCE**, South 01°59'10" West, a distance of 1,470.77 feet to the **POINT OF BEGINNING**.

Said parcel containing 1,055.8691 acres (45,993,659.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

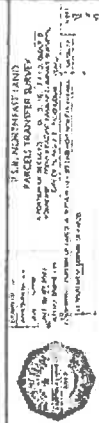


**Aaron Alvarado, TX R. P. L. S. No. 6223**  
**Date: April 06, 2022.**  
**05896-149-1056AC-NE PARCEL-DESC**





**BROCK & BUSTILLOS INC.**  
 10000 N. 100TH ST. SUITE 100  
 DALLAS, TEXAS 75243  
 (214) 343-1000



**CERTIFICATION**  
 I, the undersigned, being a duly qualified and licensed Professional Engineer in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the owner of the same.

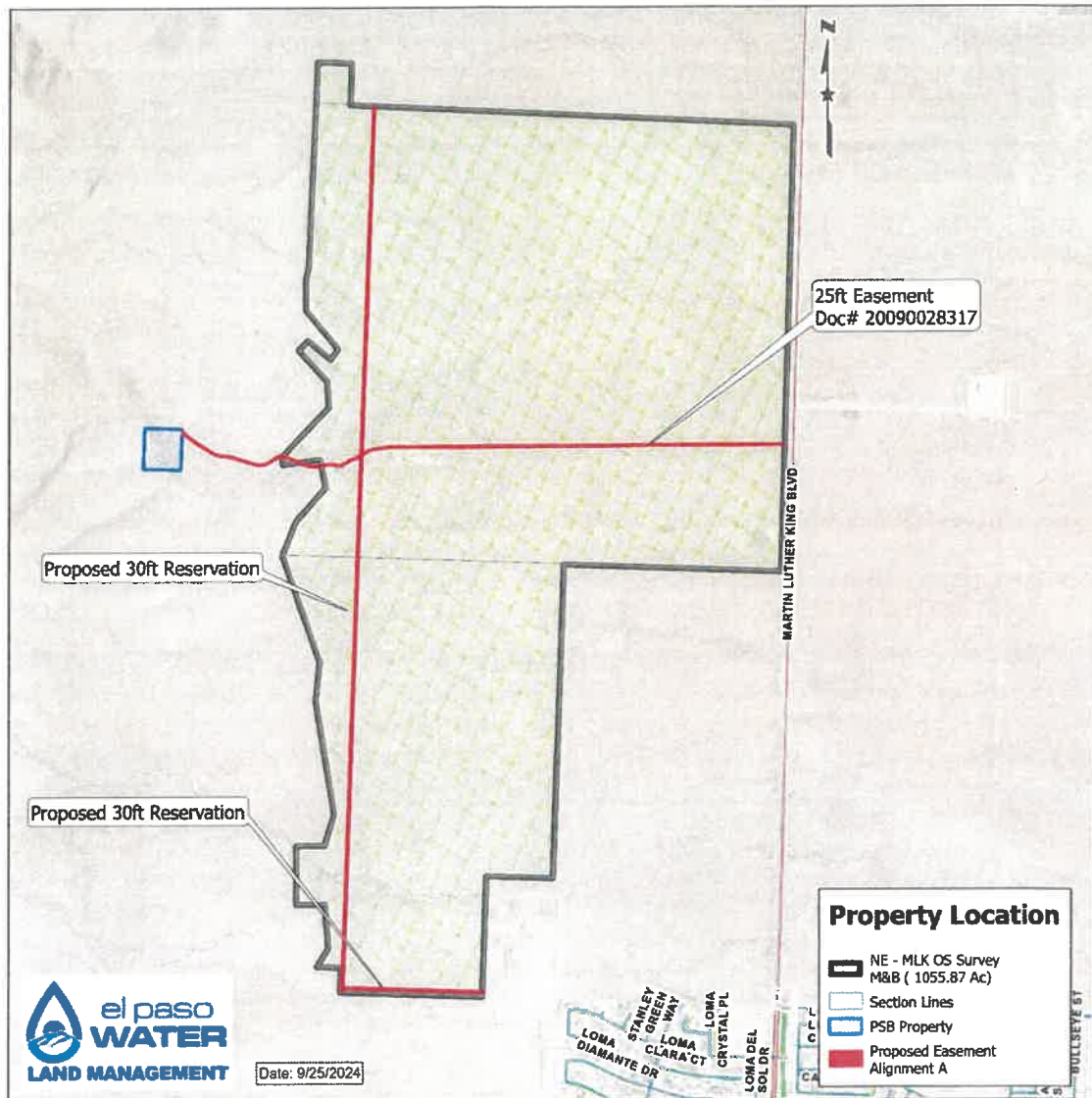
**SUPPLEMENTAL NOTES**  
 1. The area shown on this plan is not to be used for any purpose other than that for which it was originally intended.  
 2. The area shown on this plan is not to be used for any purpose other than that for which it was originally intended.  
 3. The area shown on this plan is not to be used for any purpose other than that for which it was originally intended.

**REFERENCE DOCUMENTS**  
 1. The area shown on this plan is not to be used for any purpose other than that for which it was originally intended.  
 2. The area shown on this plan is not to be used for any purpose other than that for which it was originally intended.  
 3. The area shown on this plan is not to be used for any purpose other than that for which it was originally intended.

**RECORDS**  
 1. The area shown on this plan is not to be used for any purpose other than that for which it was originally intended.  
 2. The area shown on this plan is not to be used for any purpose other than that for which it was originally intended.  
 3. The area shown on this plan is not to be used for any purpose other than that for which it was originally intended.

# EXHIBIT C

## Approximate Easement Reservation Locations





**Exhibit D**

**SPECIAL WARRANTY DEED**

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

Effective Date: Exhibit Only, 2025

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

**Grantee:** TEXAS PARKS AND WILDLIFE DEPARTMENT, an agency of the STATE OF TEXAS  
4200 Smith School Road  
Austin, Texas 78744

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

**Property (including any improvements):**

That certain parcel of land located in El Paso County, Texas and more particularly legally described by metes and bounds shown in **Exhibit A**, attached hereto and incorporated herein by reference for a complete legal description, together with all improvements located on such land.

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

This conveyance is made and accepted subject to the following:

**RESERVATIONS AND EXCEPTIONS FROM CONVEYANCE:**

1. Declaration of Restrictive Covenants filed of record document number 20210122486; and
2. The reservation by Grantor of easements to use and cross over, across, under and through the Property to install and maintain water, wastewater and stormwater facilities whenever it is necessary to provide service to the public as shown on **Exhibit B** attached hereto and incorporated fully herein. Provided, however, that in the event Grantee requests approval to cross or co-locate within such reserved easements for the sole or primary purpose of providing utilities or other services to Grantee's facilities on the Property, and the infrastructure for such

utilities or other services will not interfere with Grantor's use of the easement, such approval by Grantor shall not be unreasonably withheld, and Grantor shall not charge Grantee or its contractors or assigns a fee for such crossing or co-location.; and

3. Any and all restrictions, reservations, covenants, conditions, easements, right-of-way, and encumbrances, of record relating to the land in existence at the time of this conveyance; and
4. The reservation by Grantor of the right to access and construct storm water flow/sediment structures to control and maintain sediment flow sources generated along existing storm water flow paths located within the Property. Those facilities shall only be located in the flow path area within five hundred (500) feet of the Franklin Mountains State Parks boundary and the placement and design of such natural pollutant control structures shall be subject to review and approval by Texas Parks and Wildlife Department; such approval shall not be unreasonably denied. The Texas Parks and Wildlife Department shall not impound or divert surface water within or from any watercourse on the Property without prior authorization of Grantor; and
5. All severances, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, affecting the Property appearing in the Public Records of El Paso, County, Texas at the time of this conveyance.

**TO HAVE AND TO HOLD** the above-described premises, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto the Texas Parks and Wildlife Department, its successors and assigns forever, subject to the reservations, covenants, terms and conditions hereinabove made.

**SIGNATURES ON FOLLOWING PAGE**

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

**GRANTOR:**

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

By: Exhibit Only  
Name: Dionne Mack  
Title: City Manager

**THE STATE OF TEXAS           §  
   §  
COUNTY OF EL PASO       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by  
**Dionne Mack**, City Manager of the City of El Paso.

Exhibit Only  
**NOTARY PUBLIC**, State of Texas

***[GRANTOR SIGNATURES CONTINUE ON FOLLOWING PAGE]***

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

**THE EL PASO WATER UTILITIES – PUBLIC  
SERVICE BOARD**, a component unit of the CITY OF  
EL PASO, a Texas municipal corporation

**EXHIBIT ONLY**

By: \_\_\_\_\_

Name: John Balliew

Title: President/CEO

**THE STATE OF TEXAS**

§

§

**COUNTY OF EL PASO**

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by  
**John Balliew**, President/CEO of El Paso Water Utilities .

**EXHIBIT ONLY**

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

## EXHIBIT "A"



ROMAN BUSTILLOS, P.E.  
President  
RANDY P. BROCK, P.E.  
Executive Vice President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

### METES AND BOUNDS DESCRIPTION "N.E. PARCEL WEST OF MARTIN LUTHER KING JR. BLVD."

*A 1,055.8691 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas & Pacific Railway Company Surveys, and being more particularly described by metes and bounds as follows.*

**COMMENCING** at a 5/8 inch rebar found for the common corner of Sections 18, 19, 22 and 23, Block 81, Township 1, Texas & Pacific Railway Company Surveys; **WHENCE**, a 1/2 inch bent rebar found for the common corner of Sections 14, 15, 18 and 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys, bears North 01°59'34" East, a distance of 5,292.59 feet; **THENCE**, following the section line common to said Sections 18 and 23, North 87°57'12" West, at a distance of 67.67 feet pass the west right-of-way line of Martin Luther King Jr. Boulevard (FM 3255) (160 feet wide) and continuing on for a total distance of 3,555.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, continuing along the section line common to said Sections 18 and 23, North 87°57'12" West, a distance of 1,723.01 feet to a 2 inch pipe in concrete found for the southwest corner of the parcel herein described, identical to the common corner of Sections 17, 18, 23 and 24, Block 81, Township 1, Texas and Pacific Railway Company Surveys; **WHENCE**, a 2 inch pipe in concrete found for the common corner of Sections 23, 24, 25 and 26, Block 81, Township 1, Texas and Pacific Railway Company Surveys bears, South 02°00'44" West, a distance of 5,286.34 feet;

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**THENCE**, following the section line common to said Sections 10 and 16, South 87°14'59" East, at a distance of 270.00 feet pass a 1/2 inch rebar with illegible survey cap found for the north common corner of said Sections 15 and 16 and continuing on the section line common to said Sections 10 and 15 for a total distance of 5,378.40 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeast corner of the parcel herein described;

**THENCE**, leaving the section line common to said Sections 10 and 15, South 01°35'40" West, a distance of 5,426.78 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 15 and 18 for an angle point of the parcel herein described;

**THENCE**, following the section line common to said Sections 15 and 18, North 87°58'17" West, a distance of 2,627.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, leaving the section line common to said Sections 15 and 18, South 02°01'43" West, a distance of 3,820.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;



**THENCE**, North 87°57'12" West, a distance of 799.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, South 01°59'10" West, a distance of 1,470.77 feet to the **POINT OF BEGINNING**.

Said parcel containing 1,055.8691 acres (45,993,659.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



**Aaron Alvarado, TX R. P. L. S. No. 6223**

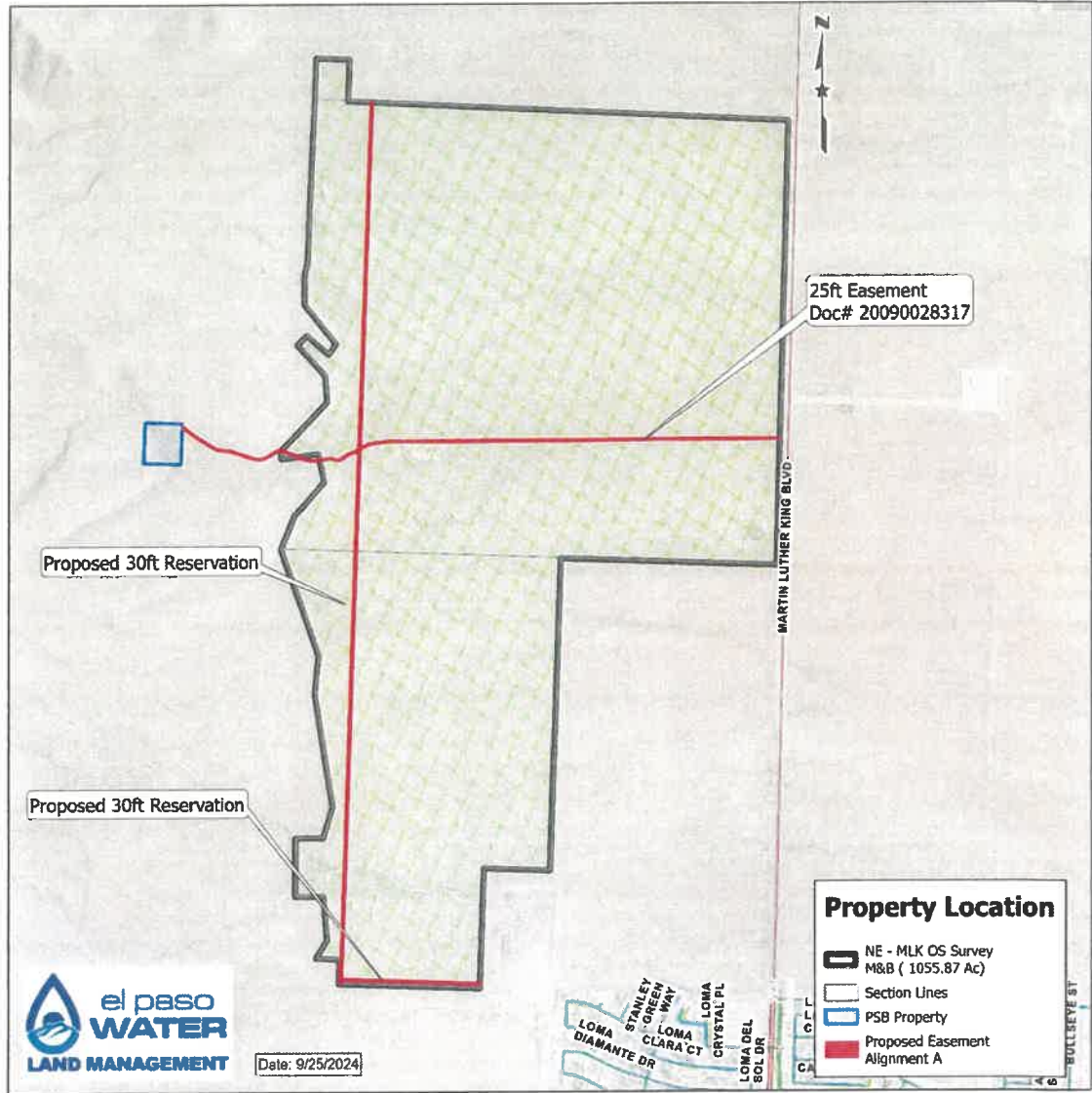
**Date: April 06, 2022.**


**05896-149-1056AC-NE PARCEL-DESC**





**EXHIBIT B**  
Approximate Easement Reservation Locations



|  |   |
|--|---|
|  <b>First American<br/>Title Guaranty Company</b> | <b>Commitment for Title Insurance (T-7)</b><br><br><small>ISSUED BY</small><br><b>First American Title Guaranty Company</b> |
| <b>Commitment</b>  |   |

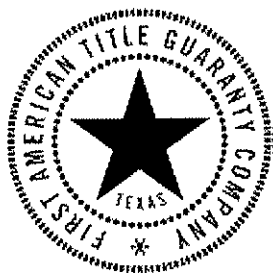
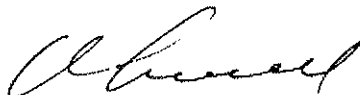
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A** AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We **FIRST AMERICAN TITLE GUARANTY COMPANY** will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

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**First American Title Guaranty Company**

Christopher M. Leavell  
President



Jeffrey S. Robinson  
Secretary

By:   
Authorized Countersignature

This jacket was created electronically and constitutes an original document

(This Commitment is valid only when Schedules A, B, C, and D are attached)

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a 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 enterarlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

#### **CONDITIONS AND STIPULATIONS**

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



**First American  
Title Guaranty Company**

## Important Notice

ISSUED BY

**First American Title Guaranty Company**

### **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call First American Title Guaranty Company's toll-free telephone number for information or to make a complaint at:  
**1-888-632-1642**

You may also write to First American Title Guaranty Company at:

**1 First American Way  
Santa Ana, California 92707**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact First American Title Guaranty Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

### **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de First American Title Guaranty Company's para informacion o para someter una queja al:  
**1-888-632-1642**

Usted tambien puede escribir a First American Title Guaranty Company:

**1 First American Way  
Santa Ana, California 92707**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Guaranty Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### **UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**COMMITMENT FOR TITLE INSURANCE T-7**  
**ISSUED BY**  
**FIRST AMERICAN TITLE GUARANTY COMPANY**  
**SCHEDULE A**

Effective Date: **October 4, 2021, 5:00 pm**

GF No. **211604-7**

Commitment No. \_\_\_\_\_, issued **October 22, 2021**,

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED:
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount:  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE  
(Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN  
(Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER  
Policy Amount:  
PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:  
**THE CITY OF EL PASO, A MUNICIPAL CORPORATION**

4. Legal description of land:

**A portion of Sections 9, 10, 15, 16, 17 and 18, Block 81, Township 1, TEXAS AND  
PACIFIC RAILWAY COMPANY SURVEYS, in City of El Paso, El Paso County, Texas,  
being more particularly described by metes and bounds TO BE PROVIDED.**

## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

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

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

**Restrictive Covenants recorded in Volume 1176, Page 504 (Sections 9, 15 and 17); Volume 1242, Page 239 (Section 10); Volume 1272, Page 337 (Section 18); Volume 1272, Page 339 (Section 16), Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.**

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

Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

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

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

**d. OWNER POLICY:**

**Any and all liens arising by reason of unpaid bills or claims for work**

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

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

(OWNER POLICY ONLY)

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

**e. LOAN POLICY**

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

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

(LOAN POLICY ONLY)

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

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

(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO

**ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)**

- g. Visible and apparent easements for roads and public utilities existing on the ground.**
- h. Any visible and apparent right of way for roads, drainage, and/or irrigation ditches.**
- i. Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved, or conveyed by predecessors in title to T&P LAND TRUST in Volume 1176, Page 504, transferred to TXL OIL CORPORATION in Volume 1212, Page 153; and transferred to TEXACO, INC. in Volume 1667, Page 261, Real Property Records, El Paso County, Texas. (Sections 9, 15 and 17)**
- j. Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved or conveyed by predecessors in title to K.B.S. Realty Corporation in Volume 1242, Page 239, Real Property Records, El Paso County, Texas. (Section 10)**
- k. Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved or conveyed by predecessors in title, to the STATE OF TEXAS, in Volume 1272, Page 337, Real Property Records, El Paso County, Texas. (Section 18)**
- l. Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved or conveyed by predecessors in title, to the STATE OF TEXAS, in Volume 1272, Page 339, Real Property Records, El Paso County, Texas. (Section 16)**
- m. Easement to EL PASO NATURAL GAS COMPANY in Volume 1028, Page 603, Real Property Records, El Paso County, Texas.**
- n. Access Easement to STATE OF TEXAS, acting by and through the TEXAS PARKS & WILDLIFE DEPARTMENT in Clerk's File No. 20090028317, Real Property Records, El Paso County, Texas. (Section 15 and 16)**
- o. Access Easement to STATE OF TEXAS, acting by and through the TEXAS PARKS & WILDLIFE DEPARTMENT in Clerk's File No. 20090028319, Real Property Records, El Paso County, Texas. (Sections 15 and 16)**
- p. Terms, conditions, stipulations and provisions set out in that certain Mining Lease M-114485, dated October 11, 2012 recorded under Clerk's File No.**

**20120081430, Real Property Records, El Paso County, Texas between the State of Texas acting by and through it agent El Paso Water Utilities Public Service Board (Lessor) and Jobe Materials, L.P. (Lessee) (Section 10)**



## SCHEDULE C

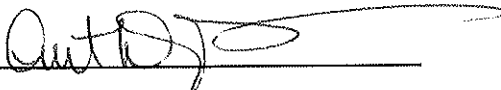
Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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

and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)

8. **NOTE:** Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.
9. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.
10. **NOTE:** The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.
11. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of \$100,000 be made by wire transfer. Contact your closing team for wiring instructions.
12. **NOTE:** Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at [www.epcounty.com](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. 211604-7

Effective Date: **October 4, 2021, 5:00 pm**

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

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

**Underwriter: First American Title Guaranty Company, A Texas Corporation**

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter:

First American Title Guaranty Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

**DIRECTORS:**

Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

**OFFICERS:**

President: Christopher M. Leavell; Senior Vice President, Secretary: Jeffrey S. Robinson; and Vice President, Treasurer: Hugh Matthew McCreadie

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.

- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

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

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

WestStar Bank Holding Company, Inc.

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

**WestStar Title, LLC**

**Officers:** David Osborn, President,

Rodolfo Telles, Sr. Senior Vice President, Title Examination Manager

Rachel Samaniego Valles, Vice President/Branch Manager

Jaime Gloria, Escrow Accounting Manager

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

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

Owner's Policy

\$0.00

|                     |               |
|---------------------|---------------|
| Loan Policy         | <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



## **First American Title Guaranty Company**

### **Privacy Information**

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

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### **Former Customers**

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

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### **Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### **Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



July 12, 2023 PSB Meeting: Executive Session Item a.

- a. The Board will deliberate whether the following real property located in NE El Paso and legally described as portions of Section 9, 15, 16, 17 and 18, Block 81, Township 1, Texas & Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, approximately 1,056 acres can be declared inexpedient to the stormwater system and be authorized by the Board for sale. (551.071) (551.072).

### **MOTION**

**“FOR EXECUTIVE SESSION ITEM A, I MOVE that that the property be declared inexpedient to the stormwater system and that the President and CEO be authorized to proceed with the sale of the property in accordance with the Board’s direction and sign any and all documents necessary to complete the sale of the property;**

**AND, as for the July 13, 2022 PSB motion granting the City of El Paso 12 months to complete a proposed conservation easement on this property, the City shall be granted an extension to finalize the same for the PSB’s consideration by either October 11, 2023 or the closing date of the sale of the Property, whichever shall occur first in time.”**

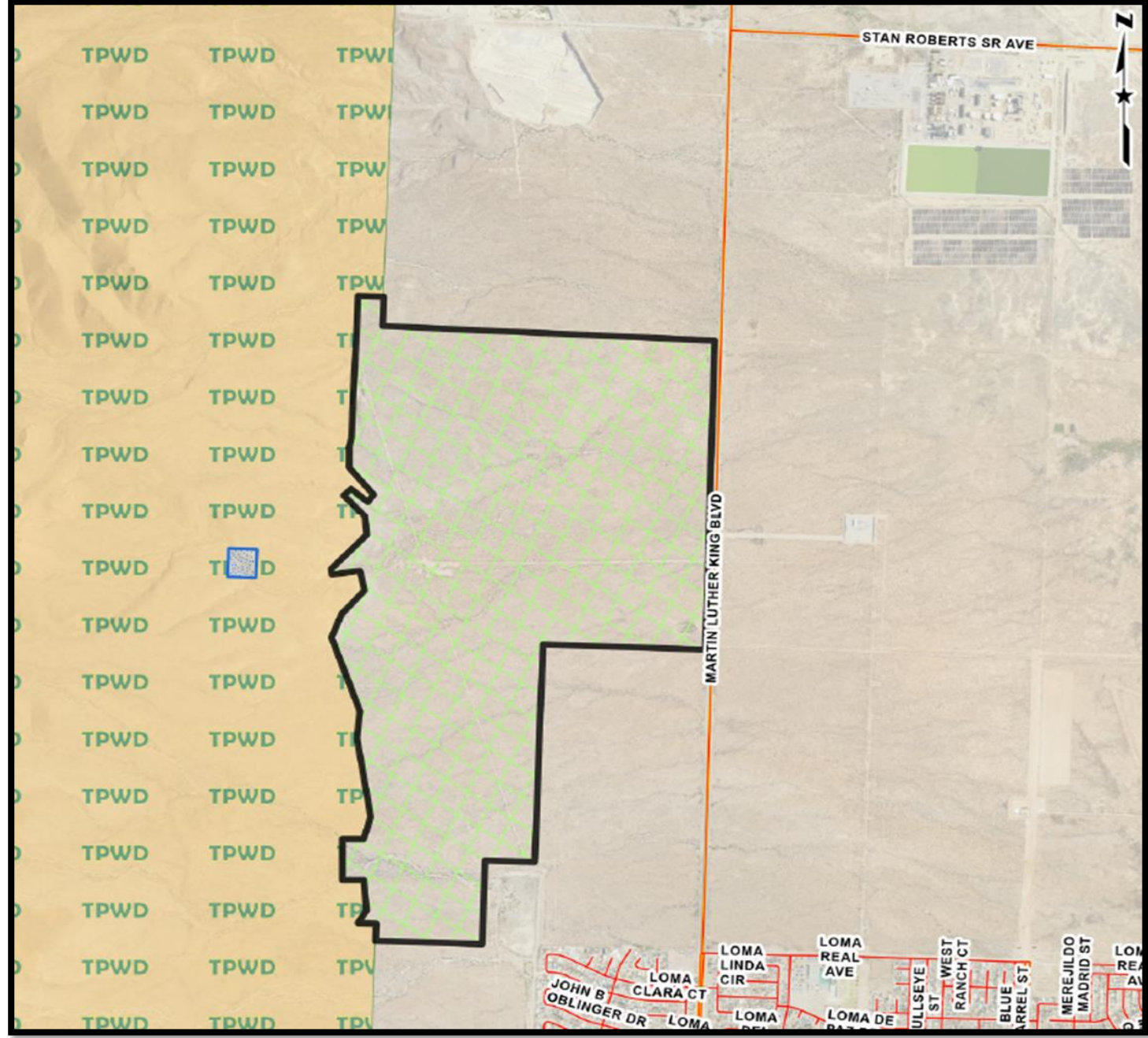
Motion made by: Charlie Intebi and seconded by: Dr. Mena

AYES: 5

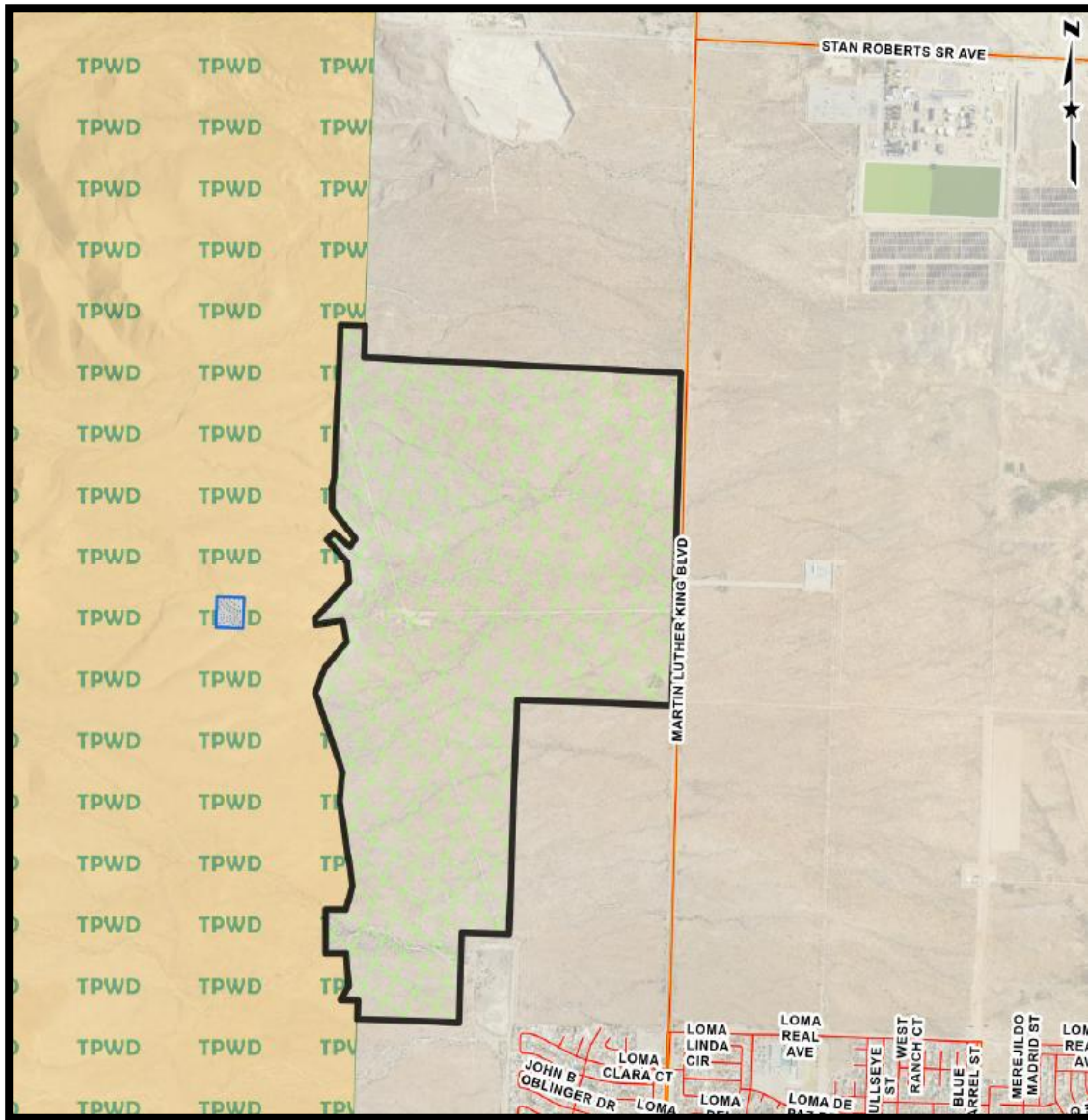
NAYS: 0



An Ordinance authorizing the City Manager to a deed and any other documents necessary to convey approximately 1,055.8691 acres of land legally described as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas.



# Sale of Real Property – EPWater Northeast/MLK



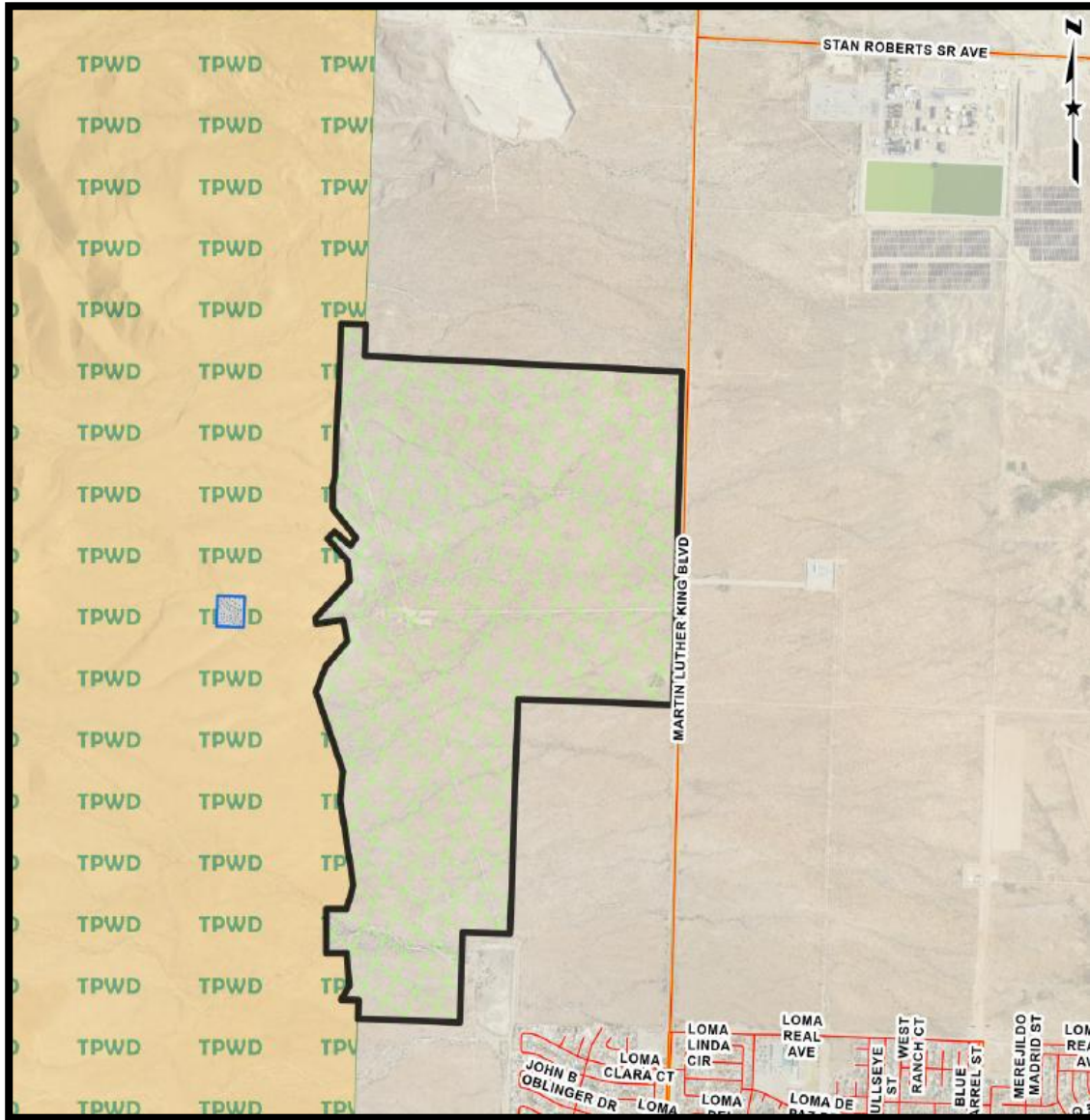
- Texas Parks & Wildlife
- \$420,000





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

# Sale of Real Property – Northeast



- Texas Parks & Wildlife
- \$420,000.00



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0010, **Version:** 2

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

##### **All Districts**

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

#### **AGENDA LANGUAGE:**

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

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



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



**DEPARTMENT:** Animal Services

**AGENDA DATE:** January 6, 2026

**PUBLIC HEARING DATE:** January 20, 2026

**CONTACT PERSON NAME:** Michael D. Wachsmann,  
Animal Services Interim Director

**PHONE NUMBER:** (915)212-8742

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 8 - Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

**SUBJECT:**

Request that the Mayor of the City of El Paso sign an ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.070 (Vicious Dogs); and an ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.080 (Aggressive Dogs).

**BACKGROUND / DISCUSSION:**

The Texas Health and Safety Code addresses only animal attacks on humans, leaving a gap in regulation for animal-on-animal attacks and repeat aggressive behavior. To increase public and pet safety and create consistent enforcement procedures, this ordinance:

Adds Section 7.12.070 – Vicious Dogs and Section 7.12.080 – Aggressive Dogs to the City Code. Defines investigative procedures, owner responsibilities, secure confinement, signage, leash restraint, registration, microchipping, and completion of a responsible pet owner course. Establishes due process: notice of designation, judicial review, compliance hearings, appeals, and potential removal of designation after sustained compliance. Allows impoundment or seizure of non-compliant animals.

This ordinance will work in coordination with a separate ordinance amending definitions in Title 7.04 and a separate resolution amending Schedule C to establish a \$50 registration fee for Vicious Dogs.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: N/A

Funding Source: N/A  
Account: N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| NA   | NA          |
|      |             |
|      |             |
|      |             |

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\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:** Michael Wachsmann  
Michael D. Wachsmann, Animal Services Interim Director

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

**AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.12 (DOGS AND CATS) TO ADD SECTION 7.12.070 (VICIOUS DOGS); AND AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.12 (DOGS AND CATS) TO ADD SECTION 7.12.080 (AGGRESSIVE DOGS).**

**WHEREAS**, Section 822.041 the Texas Health and Safety Code only addresses animal attacks to humans, as such, the City of El Paso has seen a gap in the law for animal-on-animal attacks; and

**WHEREAS**, the City of El Paso Animal Services in order to provide a safer community for both the public and pets are adding two new municipal code categories “Vicious dogs” and “Aggressive dogs”, which align with the City of El Paso’s broader goals of reducing animal related injuries, preventing repeat incidents, and fostering a safer community for the people and pets of the City of El Paso; and

**WHEREAS**, the City of El Paso Animal Services is committed to protecting public safety, promoting responsible pet ownership, and safeguarding the health and welfare of animals within the community by promoting consistent enforcement across the City of El Paso, and support evidence-based decision making in dog-related investigations; and

**WHEREAS**, the El Paso City Council wishes to amend Title 7, Chapter 7.12.

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

**SECTION 1.** That Title 7 (Animals), Chapter 7.12 (Dogs and Cats) of the El Paso City Code is hereby amended to add a new section 7.12.070 (Vicious dogs), as follows:

7.12.070 - Vicious dogs.

- A. Any person may report a vicious dog incident to the department via a sworn statement.
- B. The department shall investigate the incident promptly but within no more than 30 calendar days.
- C. Vicious Dog.
  - 1. Within 30 calendar days, the owner of a dog that has been designated a vicious dog by the director shall:
    - a. Ensure the dog is confined within a secure enclosure when on the owner’s premises,
    - b. Control the dog on a secure leash or by some other equivalent means of direct physical restraint when off the owner’s premises,
    - c. Post a visible “Warning: Vicious Dog” sign on the entrance(s) to the secure enclosure at the owner’s premises,
    - d. Complete a responsible pet owner course approved for Texas courts,

- e. Provide proof of current vaccination, registration, and microchip,
  - f. Register the dog with the department, and pay a fee as determined in the Schedule C,
  - g. Ensure the dog is wearing the issued vicious dog tag anytime while off the owner's premises,
  - h. Notify the department of any changes of address, or the transfer of ownership of the vicious dog, and
  - i. Apprise a new owner of the vicious dog designation prior to delivering the vicious dog.
- 2. A subsequent owner of a vicious dog is subject to the requirements established by this title.
- 3. The department may impound, or request a warrant to seize a vicious dog if the owner is found out of compliance after 30 calendar days from the date of designation by the director.
- D. The director, in his or her discretion, may extend the time allotted beyond 30 calendar days to allow the owner of a vicious dog additional time to come into compliance.
- E. Notification, Designation, and Judicial Review.
  - 1. The owner shall be notified in writing of his or her dog being deemed a vicious dog by the director by hand delivery, posting notice on the front door of the property where the vicious dog resides, or certified mail, specifying the designation and required actions.
  - 2. An owner may challenge a vicious dog designation from the director within 15 calendar days of receiving notice by filing a Request for Judicial Review with a copy of the designation at the El Paso Municipal Court and serving the department a copy of the same by U.S. mail.
  - 3. The court's review of the designation is final.
- F. Compliance Hearings and Disposition.
  - 1. A hearing may be held on or after the 30th calendar day from the date of the notification of the vicious dog designation to review:
    - a. Compliance with requirements established in this title.
    - b. Disposition of a vicious dog not in compliance includes any combination of the following:
      - i. Removal from city limits,
      - ii. Euthanasia, if the court finds the vicious dog poses an ongoing threat to public safety, or animal welfare,
      - iii. Seizure of the vicious dog, or
      - iv. Confinement of the vicious dog by the department until compliance is achieved and fees for administration, and impoundment are paid by the owner.
    - c. The owner may present evidence and witnesses at the hearing.
- G. Appeals.
  - 1. An owner may file a Notice of Appeal on the El Paso Municipal Court's ruling from a compliance hearing within 15 calendar days to the El Paso Municipal Court of Appeals.

2. The Notice of Appeal must include a copy of the designation and court order, and must be served on the department within the 15th calendar day timeframe by means of U.S. mail.
  3. The decision from the El Paso Municipal Court of Appeals is final.
- H. Removal of Designation.

After three years of compliance the owner of a vicious dog may petition the department to remove the vicious dog designation along with proof that the dog has been spayed or neutered.

**SECTION 2.** That Title 7 (Animals), Chapter 7.12 (Dogs and Cats) of the El Paso City Code is hereby amended to add a new section 7.12.080 (Aggressive dogs), as follows:

7.12.080 - Aggressive dogs.

- A. Any person may report an aggressive dog incident to the department via a sworn statement.
- B. The department shall investigate the incident promptly but within no more than 30 calendar days.
- C. Aggressive Dog.
  1. Within 30 calendar days, the owner of a dog designated aggressive by the director shall:
    - a. Ensure the dog is confined within a secure enclosure when on the owner's premises,
    - b. Control the dog on a secure leash or by some other equivalent means of direct physical restraint when off the owner's premises,
    - c. Post a visible "Warning: Aggressive Dog" sign on the entrance(s) to the secure enclosure at the owner's premises, and
    - d. Complete a responsible pet owner course approved for Texas courts.
  2. A subsequent owner of an aggressive dog is subject to requirements established by this title.
  3. The department may impound or request a warrant to seize an aggressive dog if the owner is found out of compliance after 30 calendar days from the date of designation by the director.
- B. The director, in his or her discretion, may extend the time allotted beyond 30 calendar days to allow the owner of an aggressive dog additional time to come into compliance.
- C. Notification, Designation, and Judicial Review.
  1. The owner shall be notified in writing of his or her dog being deemed an aggressive dog by the director by hand delivery, posting notice on the front door of the property where the aggressive dog resides, or certified mail, specifying the designation and required actions.
  2. An owner may challenge an aggressive dog designation from the director within 15 calendar days of receiving notice by filing a Request for Judicial Review with a copy of the designation at the El Paso Municipal Court and serving the department a copy of the same by U.S. mail.
  3. The court's review of the designation is final.

D. Compliance Hearings and Disposition.

1. A hearing may be held on or after the 30th calendar day from the date of the notification of the aggressive dog designation to review:
  - a. Compliance with requirements established in this title.
  - b. Disposition of an aggressive dog not in compliance includes any combination of the following:
    - i. Removal from city limit,
    - ii. Euthanasia, if the court finds the aggressive dog poses an ongoing threat to public safety or animal welfare,
    - iii. Seizure of the aggressive dog, or
    - iv. Confinement of the aggressive dog by the department until compliance is achieved and fees for administration, and impoundment are paid by the owner.
  - c. The owner may present evidence and witnesses at the hearing.

E. Appeals.

1. An owner may file a Notice of Appeal on the El Paso Municipal Court's ruling from a compliance hearing within 15 calendar days to the El Paso Municipal Court of Appeals.
2. The Notice of Appeal must include a copy of the designation and court order, must be served on the department within the 15th calendar day timeframe by means of U.S. mail.
3. The decision from the El Paso Municipal Court of Appeals is final.

F. Removal of designation.

After one year of compliance the owner of an aggressive dog may petition the department to remove the aggressive dog designation along with proof the dog has been spayed or neutered.

**SECTION 3.** Except as herein amended, Title 7 (Animals) of the El Paso City Code shall remain in full force and effect.

*(Signatures on next page)*

(Signature Page)

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF EL PASO**

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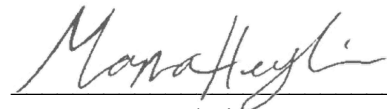
Renard U. Johnson  
Mayor

**ATTEST:**

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Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



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Mona M. Heydarian  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



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Michael D. Wachsmann, Interim Director  
Animal Services Department





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0014, **Version:** 2

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

##### **All Districts**

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

#### **AGENDA LANGUAGE:**

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

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

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



**DEPARTMENT:** Animal Services

**AGENDA DATE:** January 6, 2026

**PUBLIC HEARING DATE:** January 20, 2026

**CONTACT PERSON NAME:** Michael D. Wachsmann,  
Animal Services Interim Director

**PHONE NUMBER:** (915)212-8742

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 8 - Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

**SUBJECT:**

Request that the Mayor of the City of El Paso sign an ordinance amending Title 7 (Animals), Chapter 7.04 (Definitions and Administration), Section 7.04.010 (Definitions), to amend the definition of "Animal," amend the order of definitions, and add new definitions.

**BACKGROUND / DISCUSSION:**

This ordinance updates the definitions section of Title 7 to align terminology with the new provisions in Chapter 7.12 regarding Aggressive and Vicious Dogs. The ordinance:

Updates the definition of "Animal" and reorganizes the structure of Chapter 7.04.010 to maintain alphabetical order and consistency. Adds new definitions, including: Aggressive Dog, Vicious Dog, Responsible Pet Owner Course, and terms related to enforcement and investigations. Ensures consistency between code terminology and the new enforcement ordinance (Sections 7.12.070 & 7.12.080). Supports uniform application of regulations and legal clarity during investigations, hearings, and judicial review.

This is a companion ordinance to the Aggressive/Vicious Dog ordinance and must be adopted prior to enforcement.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: N/A

Funding Source: N/A

Account: N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| NA   | NA          |
|      |             |
|      |             |
|      |             |

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\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:** Michael Wachsmann  
Michael D. Wachsmann, Animal Services, Interim Director

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

**AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.04 (DEFINITIONS AND ADMINISTRATION), SECTION 7.04.010 (DEFINITIONS) TO AMEND THE DEFINITION OF ANIMAL, AMEND THE ORDER OF DEFINITIONS, AND ADD NEW DEFINITIONS.**

**WHEREAS**, Section 822.041 the Texas Health and Safety Code only addresses animal attacks to humans, as such, the city of El Paso has seen a gap in the law for animal-on-animal attacks; and

**WHEREAS**, the city of El Paso Animal Services in order to provide a safer community for both the public and pets are adding new definitions to coincide with the creation of two new municipal code categories “Vicious dogs” and “Aggressive dogs”, which align with the city of El Paso’s broader goals of reducing animal related injuries, preventing repeat incidents, and fostering a safer community for the people and pets of the city of El Paso; and

**WHEREAS**, the city of El Paso Animal Services is committed to protecting public safety, promoting responsible pet ownership, and safeguarding the health and welfare of animals within the community by promoting consistent enforcement across the city of El Paso, and support evidence-based decision making in dog related investigations; and

**WHEREAS**, the El Paso City Council wishes to amend Title 7, Chapter 7.04.

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

**SECTION 1.** That Title 7 (Animals), Chapter 7.04 (Definitions and Administration), Section 7.04.010 (Definitions) of the El Paso City Code is hereby amended to read:

- A. “Abandon” means to give up with the intent of never again claiming a right or interest in.
- B. “Aggressive dog” means a dog that menaces, interferes with public movement (e.g., chasing pedestrians or vehicles), or displays threatening behavior toward a person or animal while at large.
- C. “Animal” includes every living nonhuman creature.
- D. “Animal establishment” means any established place conducting business dealing with animals for a profit including, but not limited to, kenneling, showing and exhibiting animals and excluding veterinary offices, clinics, hospitals or emergency rooms. An individual providing care for an animal in the absence of its owner, in the owner's home, will not be considered an “animal establishment.”
- E. “Animal training course” means a course of study approved by the Director and designed to provide basic instruction on reasonable precautions to ensure animals are not abused, mistreated, neglected or endangered or in any manner made to suffer during grooming. The

animal training course shall include instruction on cardiopulmonary resuscitation (CPR) for dogs.

- F. “Animal welfare organization” means a tax-exempt nonprofit organization founded for the purpose of providing humane sanctuary, a shelter for abandoned or unwanted animals, or recognized animal rescue organization, that is registered and permitted by the department pursuant to Sections [7.14.010](#) and [7.14.090](#) of this Code.
- G. “At large” means a dog off the owner’s property, not under the immediate control of a capable person via leash or other restraint.
- H. “Bite” or “scratch” means any abrasion, scratch, puncture, tear or piercing of the skin actually or suspected of being caused by an animal.
- I. “Bovine” is used in its general sense and includes all domesticated bovine regardless of age, sex or breed.
- J. “Canvassing” means periodic verification of compliance with this title by the city utilizing personnel trained to go door-to-door within the incorporated city limits.
- K. “Cat” means a domesticated animal that is a member of the felidae family.
- L. “Center” means any premises designated by the city for the purpose of impounding and caring for animals coming into the custody of the department of animal services and in which the program is housed.
- M. “City owned” means any animal that has passed its respective disposition period, as set forth in this title, and that is in the possession or under the control of the department, or an animal that has not yet passed its disposition date as set forth in this title, but that is within the department's control.
- N. “Collar” means a band of nylon, leather or similar material, chain, harness or other suitable device specifically designed to be used by the type of animal wearing the collar around its neck and to which a current rabies vaccination and registration tag can be affixed.
- O. “Dangerous dog” means a dog that:
  - 1. Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept; or
  - 2. Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.
- P. “Dangerous wild animal” includes but is not limited to:
  - 1. Lion;
  - 2. Tiger;
  - 3. Ocelot;
  - 4. Cougar;
  - 5. Leopard;
  - 6. Cheetah;
  - 7. Jaguar;
  - 8. Bobcat;

9. Lynx;
  10. Serval;
  11. Caracal;
  12. Hyena;
  13. Bear;
  14. Coyote;
  15. Jackal;
  16. Baboon;
  17. Chimpanzee;
  18. Orangutan;
  19. Gorilla;
  20. Wolf; or
  21. Any hybrid of an animal listed in this definition.
- Q. “Director” means the director of the department of animal services, or designee.
- R. “Department” means the department of animal services.
- S. “Dog” means a domesticated animal that is a member of the canidae family.
- T. “Dog” or “cat”, unless otherwise specifically set forth with an age limit, shall include a “puppy” or “kitten” and the terms are interchangeable.
- U. “Ear tipped cat” means a cat upon which a surgical process is performed during neutering as part of the trap-neuter-return protocol overseen by a licensed veterinarian, in which a one-quarter-inch diagonal cut is made to remove the point of a cat's ear, and is preferably, but not exclusively, on the cat's left ear, to identify the cat as being sterilized and lawfully vaccinated for rabies.
- V. “Established fee” means a fee that is authorized within this title, which is set in the amount identified in the adopted budget resolution for the current fiscal year or by other appropriately adopted resolution of the city council.
- W. “Exotic animal” means any animal not commonly domesticated by man.
- X. “Exposed to rabies” means that an animal has been bitten by or in contact with any animal known to be, or suspected of being, infected with rabies.
- Y. “Fowl” means domestic birds to include chickens, ducks, geese and pigeons.
- Z. “Groomer” means person engaged in the cleaning, styling and appearance maintenance of animals or the handling of animals in preparation for these services and who is responsible for complying with the provisions of this chapter; hereafter referred to as groomer.
- AA. “Grooming” means the cleaning, styling and appearance maintenance of animals or the handling of animals in preparation for these services.
- BB. “Hunting” means the act of chasing and killing a wild animal or fowl for food, sport, or profit.
- CC. “Inclement weather” includes rain, hail, sleet, snow, high winds, extreme low temperatures, or extreme high temperatures.

- DD. “Kennel,” for purposes of this title, means any premises on which animals are kept or housed for conducting the business of buying, selling, grooming, training or boarding of animals for compensation.
- EE. “Livestock” means domesticated equine or bovine regardless of age, sex or breed or any small ruminant, including domesticated sheep, goats, and animals of the same approximate size and weight.
- FF. “Low risk” means an animal identified in Texas guidelines for rabies prevention as not requiring rabies testing. Includes mice, rats, squirrels, nutria, rabbits, opossums, armadillos, shrews, prairie dogs, beavers and gophers.
- GG. “Neglected” means to fail to provide an animal with one or more of the necessities of life, including air, food, water, veterinary care, exercise or protection from the sun and other elements of nature.
- HH. “Officer” means any employee of the program, an employee in the code enforcement division, or a commissioned peace officer.
- II. “Owner” means a custodian, caretaker or person who feeds or harbors the subject animal for more than seventy-two hours without said animal being identified as a trap-neuter-return cat. Persons caring for an animal at the specific request of an owner are not included in the definition of owner, but are required to keep the animal in compliance with this Code.
- JJ. “Permit official” means the person or persons designated by the city manager as being responsible for issuing permits, licenses or making any other authorization provided for in this Code or any ordinance.
- KK. “Person” means any person, firm, partnership, association, corporation, company or organization of any kind.
- LL. “Program” means the department's animal services program.
- MM. “Properly fitted” means, with respect to a collar, a collar that measures the circumference of a dog's neck plus at least one inch.
- NN. “Public playground” means that area of a public park designated and intended for use by children and containing equipment suitable for play (i.e., swings, slides, merry-go-rounds).
- OO. “Qualified animal” means (1) a pure-breed animal which is currently registered with an applicable registry which has been established for the purposes of breed registration with the primary or intended purpose of exhibiting, showing, competing, or certifying the animals at local, national, international or breed club-sanctioned events or shows, and which is also eligible for registry with one or more additional agencies, and which may be bred or placed for the specific goal of exhibition or competition, or (2) an animal which is bred solely for the intended purpose of being trained and certified as service animals, for search and rescue use, or for official use by law enforcement and governmental agencies.
- PP. “Rabbit” is used in its general sense and includes animals of the same approximate size and weight, which require similar husbandry.
- QQ. “Responsible pet owner course” is a course intended for pet owners, which outlines best practices for pet ownership, and has been previously approved for Texas courts.



- RR. “Restraint” means a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.
- SS. “Retail establishment” means an establishment that, in whole or in part, offers as allowed under this title dogs and/or cats for sale or resale to consumers or wholesalers, excluding a permitted breeder.
- TT. “Secure enclosure” means a fenced area or structure that is capable of preventing the dog’s escape, and prevents unauthorized entry.
- UU. “Service animals” means any guide dog, signal dog, or other animal individually trained to provide assistance to a person with a disability, or any animal recognized as a service animal pursuant to the Americans with Disabilities Act of 1990, as amended.
- VV. “Severe injury” for animals means bite wounds or tearing of tissue requiring medical intervention even if none is taken or causing death.
- WW. “Shade” means a place giving protection from the heat and light of the sun.
- XX. “Shelter” means an enclosure that is structurally sound and in good repair, provides convenient access to clean food and water, enables the animal to remain dry and clean, is constructed and maintained so that it is impervious to moisture and can be readily sanitized, is constructed so as to protect the animal from injury, and provides sufficient space to allow each animal to turn around fully, stand, sit and lie in a comfortable position.
- YY. “Shop” means a building or portion of a building, designated by a registration holder and located and occupied in accordance with applicable local zoning and building codes where grooming is performed, completely separated from living quarters; hereafter referred to as “shop,” and includes a motor vehicle or location that is identified or permitted as a temporary location under state law.
- ZZ. “Transfer” or “offer to transfer” means to convey or offer to convey by all methods of conveyance.
- AAA. “Trap-neuter-return” means the process of humanely trapping, sterilizing, vaccinating for rabies, ear tipping, and returning a cat to the location where it was trapped.
- BBB. “Unprovoked attack” means an attack by a dog on a person in a place, other than the property where the dog’s owner resides or where the dog is being kept including, but not limited to, the secure enclosure in which the dog was being kept at the time of the attack, that is not:
1. In response to being tormented, abused, or assaulted by the person attacked;
  2. In response to pain or injury;
  3. In response to an assault or attempted assault upon another person by the person attacked; or
  4. To protect itself, its food, or its nursing offspring.
- CCC. “Veterinarian” means a doctor of veterinary medicine who holds a valid license to practice his profession in one or more of the fifty United States.
- DDD. “Veterinary clinic” means a facility or hospital for diagnosis and treatment of animals.

- EEE. “Veterinary officer” means the veterinarian or other person determined to be qualified to perform the duties established in this title, officially designated by the director.
- FFF. “Vicious dog” means a dog that causes severe injury to or kills a domestic animal, livestock, or fowl (except dogs acting in a hunting capacity) while at large.

**SECTION 2.** Except as herein amended, Title 7 (Animals) of the El Paso City Code shall remain in full force and effect.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

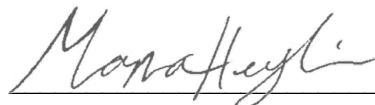
**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

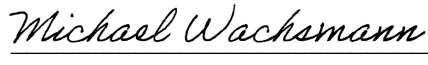
**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Mona M. Heydarian  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Michael D. Wachsmann, Interim Director  
Animal Services Department



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #:** 26-0138, **Version:** 1

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**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

City Attorney's Office, Carlos L. Armendariz, (915) 212-0033

**AGENDA LANGUAGE:**

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

Discussion and presentation on the City of El Paso's role in the regulation and enforcement of animal related issues.

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



**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**AGENDA ITEM:**

**ISSUE STATEMENT:**

**BACKGROUND:**

**COUNCIL OPTIONS:**

**COMMITTEE REVIEW AND/OR RECOMMENDATION:**

**COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:**

**RELATED CITY POLICIES:**

**PRIOR COUNCIL ACTION:**

**LEGAL REVIEW:**

☐

*Legal counsel reviewed as a part of Council packet*

☐

*Legal counsel reviewed in advance of packet as an individual item*

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

**ATTACHMENTS:**

**FOR MORE INFORMATION:**

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*J. Flores*

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0107, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

##### **All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

#### **AGENDA LANGUAGE:**

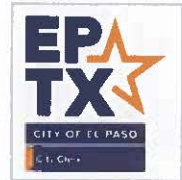
*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Discussion and presentation on legislative bills from the Texas 89th legislative Session that affect animal cruelty investigations.

**RECEIVED**

By City Clerk's Office at 11:36 am, Jan 09, 2026

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



**DEPARTMENT:** El Paso Police Department

**AGENDA DATE:** 1/20/26

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** A/Chief Humberto Talamantes

**PHONE NUMBER:** 915-212-4309

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

2. Set the Standard for a Safe and Secure City

**SUBGOAL:**

2.1 Maintain Standing as one of the nation's top safest cities

**SUBJECT:**

Discussion and presentation on legislative bills from the Texas 89th legislative Session that affect animal cruelty investigations.



BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD: Humberto Talamantes  
for (If Department Head Summary Form is initiated by Purchasing, client department should sign also)



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0106, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

##### **All Districts**

City Manager's Office, Robert Cortinas, (915) 212-1067

City Manager's Office, Sasho Andonoski, (915) 212-1092

#### **AGENDA LANGUAGE:**

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

Discussion and presentation in preparation of upcoming Strategic Planning Session regarding revenue limitations and opportunities.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** \_\_\_\_\_

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0122, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

##### **All Districts**

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

#### **AGENDA LANGUAGE:**

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

Presentation and update on the 2019 Public Safety Bond.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:** No. 2: Set the Standard for a Safe and Secure City

**SUBGOAL:** N/A

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Gvette Hernandez  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)





Legislation Text

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File #: 26-0109, Version: 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

City Manager's Office, Sasho Andonoski, (915) 212-1092

Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

**AGENDA LANGUAGE:**

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

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer from PCP20FDRENOMSTR Fire Master Project to various Fire Stations for renovations, and to allocate funding for Police Department and Fire Department for the Training Academies from PCPBALANCE, Investment Interest and Fire Station 40.

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



**DEPARTMENT:** Office of Managment and Budget

**AGENDA DATE:** 1/20/26

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Sasho Andonoski

**PHONE NUMBER:** (915) 212-1092

**2nd CONTACT PERSON NAME:** Gilbert Guerrero

**PHONE NUMBER:** (915) 212-1803

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:**

Goal 6- Set the standard for sound governance and fiscal management

**SUBGOAL:**

**SUBJECT:**

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfers from PCP20FDRENOMSTR Fire Master Project in to various Fire Stations for renovations, and to allocate funding for Police Department and Fire Department for the Training Academies from PCPBALANCE, Investment Interest and Fire Station 40.

**BACKGROUND / DISCUSSION:**

Section 7.3D of the City Charter requires a budget to be adopted by resolution no later than August 31st of each year.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The FY 2025 - 2026 Annual Budget for the City of El Paso was adopted by Resolution on August 19, 2025.

**AMOUNT AND SOURCE OF FUNDING:**

PCP26ARTRESURD7: \$ 1,694,377 from PCP23STMSTRART project savings  
PCP22FS03RENOV8 : \$ 500,000 from PCP20FDRENOMSTR  
PCP22FS18RENOV7 : \$ 500,000 from PCP20FDRENOMSTR  
PCP24FS27RENOV1 : \$ 500.000 from PCP20FDRENOMSTR



**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

**Sasho Andonoski** Digitally signed by Sasho Andonoski  
Date: 2026.01.05 16:45:24 -07'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## RESOLUTION

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

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

**WHEREAS**, the Fire and Police Departments, require a budget transfer in excess of \$100,000, which in accordance with Section 6 of the FY2026 Budget Resolution, requires City Council approval.

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

**THAT**, the City Manager, or designee, be authorized to effectuate a budget transfer from PCP20FDRENOMSTR Fire Master Project to various Fire Station projects for renovations, and to allocate funding for Fire Department and Police Department Training Academies from PCPBALANCE, Investment Interest, and Fire Station 40, as respectively listed and referenced below:

| BT Number   | Fund | Project          | Increase /(Decrease) |
|-------------|------|------------------|----------------------|
| BT2026-0292 | 4820 | PCP20FDRENOMSTR  | (3,300,000.00)       |
| BT2026-0292 | 4820 | PCP22FS03RENOV8  | 500,000.00           |
| BT2026-0292 | 4820 | PCP22FS18RENOV7  | 500,000.00           |
| BT2026-0292 | 4820 | PCP24FS27RENOV1  | 500,000.00           |
| BT2026-0292 | 4820 | PCP25FS02RENOV1  | 500,000.00           |
| BT2026-0292 | 4820 | PCP25FS06RENOV6  | 500,000.00           |
| BT2026-0292 | 4820 | PCP25FS07RENOV2  | 400,000.00           |
| BT2026-0292 | 4820 | PCP25FS28RENOV4  | 400,000.00           |
| BT2026-0296 | 4820 | PCP20FDTRAININGI | 4,462,886.00         |
| BT2026-0296 | 4820 | PCP20PDTRAININGI | 4,462,886.00         |
| BT2026-0296 | 4820 | PCP20PDRENOMSTR  | (5,000,000.00)       |
| BT2026-0296 | 4820 | PCP20PDTRAINING  | 5,000,000.00         |
| BT2026-0296 | 4820 | PCP20FDRENOMSTR  | (8,000,000.00)       |
| BT2026-0296 | 4820 | PCP20FDSTATIO40  | (14,307,925.00)      |
| BT2026-0296 | 4820 | PCP20FDTRAINING  | 22,307,925.00        |

*(Signatures on the following page)*

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.


**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

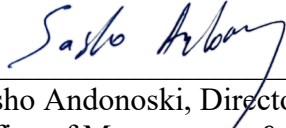
**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Sasho Andonoski, Director  
Office of Management & Budget



Legislation Text

File #: 26-0102, Version: 2

**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

**District 8**

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

**AGENDA LANGUAGE:**

Discussion and action on the award of Solicitation 2025-0219 Downtown Bicycle Improvements Phase I to El Paso A.R.C. Electric, Inc., for a total estimated amount of \$2,590,065.09. This project will consist of the construction of bicycle facilities at various downtown locations, including bike lanes, shared-use paths, and associated signage, striping, lighting, and intersection improvements.

|                        |  |
|------------------------|--|
| Department:            | Capital Improvement  |
| Award to:              | El Paso A.R.C. Electric, Inc.  |
| City & State:          | El Paso, TX  |
| Item(s):               | Base Bid I   |
| Contract Term:         | 153 Workweek Days  |
| Base Bid I:            | \$2,590,065.09   |
| Total Estimated Award: | \$2,590,065.09   |
| Account(s):            | 190 - 4450 - 38280 - PCP21TRAN05<br>190 - 4950 - 38170 - PCP21TRAN05                 |
| Funding Source(s):     | Capital Projects Texas Department of<br>TransportationState Infrastructure Bank Loan |
| District(s):           | 8  |

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to El Paso A.R.C. Electric, Inc., the lowest responsive and responsible bidder.

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

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

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



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



**DEPARTMENT:** Capital Improvement  
Purchasing & Strategic Sourcing  
**AGENDA DATE:** January 20, 2026  
**PUBLIC HEARING DATE:** NA  
**CONTACT PERSON NAME:** Yvette Hernandez, Deputy City Manager  
Claudia A. Garcia, Director  
**PHONE NUMBER:** (915) 212-1783  
**PHONE NUMBER:** (915) 212-0043  
**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

Discussion and action on the award of Solicitation 2025-0219 Downtown Bicycle Improvements Phase I to El Paso A.R.C. Electric, Inc., for a total estimated amount of \$2,590,065.09.

**BACKGROUND / DISCUSSION:**

The scope of work for the project consists of the construction of bicycle facilities at various downtown street locations. The project will include buffered and conventional bicycle lanes, bicycle boulevards, shared lane markings, shared use path, and protected bicycle lanes along various streets citywide. The project includes signage, wayfinding, striping, illumination and intersection treatments.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

A pre-proposal meeting was held on August 27, 2025. Eight (8) suppliers were in attendance.

**SELECTION SUMMARY:**

Solicitation was advertised on August 19, 2025, August 26, 2025 and September 2, 2025. The solicitation was posted on City website on August 19, 2025. There were a total thirty-six (36) viewers online; six (6) proposals were received; five (5) coming from local suppliers.

**CONTRACT VARIANCE:**

NA

**PROTEST**

No protests were received for this requirement.

**PRIOR COUNCIL ACTION:**

NA

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$2,590,065.09

Funding Source: Capital Projects Texas Department of Transportation

Funding Source: State Infrastructure Bank Loan

Accounts: 190 – 4450 – 38280 – PCP21TRAN05

Accounts: 190 – 4950 – 38170 – PCP21TRAN05

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

| NAME                               | AMOUNT (\$) |
|------------------------------------|-------------|
| Form was provided to the applicant |             |
|                                    |             |
|                                    |             |
|                                    |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Yvette Hernandez, Deputy City Manager

  
\_\_\_\_\_  
Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form  
Low Bid

\*\*\*\*\*Posting Language Below\*\*\*\*\*

Please place the following item on the Regular Agenda for the City Council of January 20, 2026.

**Award Summary:**

Discussion and action on the award of Solicitation 2025-0219 Downtown Bicycle Improvements Phase I to El Paso A.R.C. Electric, Inc., for a total estimated amount of \$2,590,065.09. This project will consist of the construction of bicycle facilities at various downtown locations, including bike lanes, shared-use paths, and associated signage, striping, lighting, and intersection improvements.

|                        |  |
|------------------------|--|
| Department:            | Capital Improvement  |
| Award to:              | El Paso A.R.C. Electric, Inc.  |
| City & State:          | El Paso, TX  |
| Item(s):               | Base Bid I   |
| Contract Term:         | 153 Workweek Days  |
| Base Bid I:            | \$2,590,065.09   |
| Total Estimated Award: | \$2,590,065.09   |
| Account(s):            | 190 – 4450 – 38280 – PCP21TRAN05<br>190 – 4950 – 38170 – PCP21TRAN05                   |
| Funding Source(s):     | Capital Projects Texas Department of Transportation<br>State Infrastructure Bank Loan. |
| District(s):           | 8  |

This was a Low Bid Procurement – unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to El Paso A.R.C. Electric, Inc. the lowest responsive and responsible bidder.

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

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

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

## Bid Tab Summary

### 2025-0219 Downtown Bicycle Improvements Phase I

|   | <u>Contractor</u>                   | <u>Total: Base Bid I</u> |
|---|-------------------------------------|--------------------------|
| 1 | El Paso A.R.C. Electric, Inc.       | \$2,590,065.09           |
| 2 | Constructors, Inc.                  | \$2,653,153.06           |
| 3 | Tao Industries, Inc.                | \$2,702,289.67           |
| 4 | Horizone Construction 1 LTD         | \$2,859,999.00           |
| 5 | Martinez Bros. Contractors, LLC     | \$2,996,211.71           |
| 6 | International Eagle Enterprise Inc. | \$3,965,058.55           |



CITY OF EL PASO  
PRICE TABULATION



BID TITLE: Downtown Bicycle Improvements Phase I TxDOT CSJ 0924-06-570

BID NUMBER: 2025-0219

BID DATE: September 17, 2025

Department: Capital Improvement

|  |   |   |   |
|--|---|---|---|
|  | Constructors, Inc.<br>Carlsbad, NM<br><br>Bidder 1 of 6 | El Paso A.R.C. Electric, Inc.<br>El Paso, TX<br><br>Bidder 2 of 6 | TAO Industries, Inc.<br>dba HAWK Construction<br>El Paso, TX<br><br>Bidder 3 of 6 |
|--|---|---|---|

Base Bid I: Roadway, Traffic Signals, and Illumination Items - TxDOT CSJ 0924-06-570

| Item No. | Item - Code |         | Description                            | Unit | Approx QTY | Price (ONLY 2 DECIMALS) | Total (DO NOT ROUND) | Price (ONLY 2 DECIMALS) | Total (DO NOT ROUND) | Price (ONLY 2 DECIMALS) | Total (DO NOT ROUND) |
|----------|-------------|---------|--|------|------------|-------------------------|----------------------|-------------------------|----------------------|-------------------------|----------------------|
|          | Item - No.  | S.P. No |  |      |            |                         |                      |                         |                      |                         |                      |
| 1        | 100         | 7013    | TREE PROTECTION (INSTALL)              | EA   | 30         | \$ 200.00               | \$ 6,000.00          | \$ 710.00               | \$ 21,300.00         | \$ 200.00               | \$ 6,000.00          |
| 2        | 100         | 7015    | TREE PROTECTION (REMOVE)               | EA   | 30         | \$ 40.00                | \$ 1,200.00          | \$ 188.00               | \$ 5,640.00          | \$ 45.00                | \$ 1,350.00          |
| 3        | 500         | 7001    | MOBILIZATION                           | LS   | 1          | \$ 240,000.00           | \$ 240,000.00        | \$ 75,000.00            | \$ 75,000.00         | \$ 20,000.00            | \$ 20,000.00         |
| 4        | 502         | 7001    | BARRICADES, SIGNS AND TRAFFIC HANDLING | MO   | 9          | \$ 11,500.00            | \$ 103,500.00        | \$ 15,000.00            | \$ 135,000.00        | \$ 14,800.00            | \$ 133,200.00        |
| 5        | 505         | 7001    | TMA (STATIONARY)                       | DAY  | 30         | \$ 230.00               | \$ 6,900.00          | \$ 225.00               | \$ 6,750.00          | \$ 450.00               | \$ 13,500.00         |
| 6        | 505         | 7003    | TMA (MOBILE OPERATION)                 | DAY  | 35         | \$ 400.00               | \$ 14,000.00         | \$ 500.00               | \$ 17,500.00         | \$ 950.00               | \$ 33,250.00         |
| 7        | EP08        | 7001    | WATER FILLED BARRIERS                  | LF   | 1,000      | \$ 65.00                | \$ 65,000.00         | \$ 7.80                 | \$ 7,800.00          | \$ 18.75                | \$ 18,750.00         |
| 8        | 100         | 7001    | PREPARING ROW                          | AC   | 1          | \$ 20,000.00            | \$ 20,000.00         | \$ 5,000.00             | \$ 5,000.00          | \$ 12,000.00            | \$ 12,000.00         |
| 9        | 100         | 7004    | PREP ROW (TREE REMOVE) (12"-24" DIA)   | EA   | 1          | \$ 3,500.00             | \$ 3,500.00          | \$ 1,000.00             | \$ 1,000.00          | \$ 3,250.00             | \$ 3,250.00          |
| 10       | 104         | 7001    | REMOV CONC (PAV)                       | SY   | 1,315      | \$ 25.00                | \$ 32,875.00         | \$ 20.00                | \$ 26,300.00         | \$ 60.00                | \$ 78,900.00         |
| 11       | 104         | 7013    | REMOV CONC (SIDEWALK, RAMP OR SUP)     | SY   | 123        | \$ 20.00                | \$ 2,460.00          | \$ 20.00                | \$ 2,460.00          | \$ 95.00                | \$ 11,685.00         |
| 12       | 104         | 7018    | REMOV CONC (CURB OR CURB & GUTTER)     | LF   | 862        | \$ 11.00                | \$ 9,482.00          | \$ 15.00                | \$ 12,930.00         | \$ 10.00                | \$ 8,620.00          |
| 13       | 105         | 7002    | RMV (2"-6") TRT/UNTRT BASE & ASPH PAV  | SY   | 2,479      | \$ 12.00                | \$ 29,748.00         | \$ 10.00                | \$ 24,790.00         | \$ 16.00                | \$ 39,664.00         |
| 14       | 162         | 7004    | MULCH SODDING                          | SY   | 10         | \$ 65.00                | \$ 650.00            | \$ 36.00                | \$ 360.00            | \$ 20.00                | \$ 200.00            |
| 15       | 170         | 7001    | IRRIGATION SYSTEM                      | LS   | 1          | \$ 7,000.00             | \$ 7,000.00          | \$ 13,962.00            | \$ 13,962.00         | \$ 6,500.00             | \$ 6,500.00          |
| 16       | 192         | 7014    | VEGETATION BARRIER                     | SY   | 4          | \$ 18.00                | \$ 72.00             | \$ 5.00                 | \$ 20.00             | \$ 20.00                | \$ 80.00             |
| 17       | 192         | 7024    | LOOSE AGGR GRND COVER (TY I)           | CY   | 24         | \$ 125.00               | \$ 3,000.00          | \$ 198.00               | \$ 4,752.00          | \$ 160.00               | \$ 3,840.00          |
| 18       | 192         | 7044    | PLANT MATERIAL (1 GAL) (SHRUB)         | EA   | 55         | \$ 30.00                | \$ 1,650.00          | \$ 48.00                | \$ 2,640.00          | \$ 30.00                | \$ 1,650.00          |
| 19       | 192         | 7052    | PLANT MATERIAL (MIN 3" CAL)            | EA   | 2          | \$ 950.00               | \$ 1,900.00          | \$ 1,160.00             | \$ 2,320.00          | \$ 1,000.00             | \$ 2,000.00          |
| 20       | 193         | 7001    | LANDSCAPE ESTABLISH                    | MO   | 12         | \$ 500.00               | \$ 6,000.00          | \$ 832.00               | \$ 9,984.00          | \$ 500.00               | \$ 6,000.00          |



**CITY OF EL PASO**  
**PRICE TABULATION**



**BID TITLE: Downtown Bicycle Improvements Phase I TxDOT CSJ 0924-06-570**

**BID TITLE: Downtown Bicycle Improvements Phase I TxDOT CSJ 0924-06-570**

**BID NUMBER: 2025-0219**

**BID DATE: September 17, 2025**

**Department: Capital Improvement**

|             |               |            |                                      |      |               | Carlsbad, NM<br>Bidder 1 of 6 |                         | El Paso, TX<br>Bidder 2 of 6  |                         | El Paso, TX<br>Bidder 3 of 6  |                         |
|-------------|---------------|------------|--------------------------------------|------|---------------|-------------------------------|-------------------------|-------------------------------|-------------------------|-------------------------------|-------------------------|
| Item<br>No. | Item - Code   |            | Description                          | Unit | Approx<br>QTY | Price<br>(ONLY 2<br>DECIMALS) | Total<br>(DO NOT ROUND) | Price<br>(ONLY 2<br>DECIMALS) | Total<br>(DO NOT ROUND) | Price<br>(ONLY 2<br>DECIMALS) | Total<br>(DO NOT ROUND) |
|             | Item -<br>No. | S.P.<br>No |                                      |      |               |                               |                         |                               |                         |                               |                         |
| 21          | 193           | 7007       | IRRIG SYS OPER AND MAINT             | MO   | 12            | \$ 500.00                     | \$ 6,000.00             | \$ 382.00                     | \$ 4,584.00             | \$ 250.00                     | \$ 3,000.00             |
| 22          | 194           | 7012       | RDSIDE AMENITY (TYPE 1)              | EA   | 1             | \$ 10,500.00                  | \$ 10,500.00            | \$ 8,500.00                   | \$ 8,500.00             | \$ 10,300.00                  | \$ 10,300.00            |
| 23          | 194           | 7013       | RDSIDE AMENITY (TYPE 2)              | EA   | 1             | \$ 2,400.00                   | \$ 2,400.00             | \$ 3,500.00                   | \$ 3,500.00             | \$ 900.00                     | \$ 900.00               |
| 24          | 194           | 7014       | RDSIDE AMENITY (TYPE 3)              | EA   | 2             | \$ 6,500.00                   | \$ 13,000.00            | \$ 3,000.00                   | \$ 6,000.00             | \$ 10,000.00                  | \$ 20,000.00            |
| 25          | 194           | 7015       | RDSIDE AMENITY (TYPE 4)              | EA   | 1             | \$ 3,300.00                   | \$ 3,300.00             | \$ 3,000.00                   | \$ 3,000.00             | \$ 3,600.00                   | \$ 3,600.00             |
| 26          | 194           | 7016       | RDSIDE AMENITY (TYPE 5)              | EA   | 1             | \$ 6,500.00                   | \$ 6,500.00             | \$ 3,800.00                   | \$ 3,800.00             | \$ 3,700.00                   | \$ 3,700.00             |
| 27          | 194           | 7025       | RDSIDE AMENITY (REMOV)               | EA   | 2             | \$ 500.00                     | \$ 1,000.00             | \$ 1,500.00                   | \$ 3,000.00             | \$ 2,250.00                   | \$ 4,500.00             |
| 28          | 194           | 7026       | RDSIDE AMENITY (TYPE 1)(REMOV)       | EA   | 1             | \$ 500.00                     | \$ 500.00               | \$ 1,500.00                   | \$ 1,500.00             | \$ 700.00                     | \$ 700.00               |
| 29          | EP06          | 7001       | BOREHOLE & LOCATE EXISTING UTILITIES | EA   | 8             | \$ 450.00                     | \$ 3,600.00             | \$ 150.00                     | \$ 1,200.00             | \$ 3,000.00                   | \$ 24,000.00            |
| 30          | 247           | 7045       | FL BS (CMP IN PLC)(TY A GR 3) (6")   | SY   | 1,204         | \$ 30.00                      | \$ 36,120.00            | \$ 22.00                      | \$ 26,488.00            | \$ 29.50                      | \$ 35,518.00            |
| 31          | 247           | 7068       | FL BS (CMP IN PLC)(TY A GR 3) (8")   | SY   | 1,236         | \$ 38.00                      | \$ 46,968.00            | \$ 24.00                      | \$ 29,664.00            | \$ 32.50                      | \$ 40,170.00            |
| 32          | 310           | 7001       | PRIME COAT (AE-P)                    | GAL  | 220           | \$ 15.00                      | \$ 3,300.00             | \$ 4.50                       | \$ 990.00               | \$ 6.50                       | \$ 1,430.00             |
| 33          | 341           | 7022       | D-GR HMA TY-C PG70-22                | TON  | 80            | \$ 175.00                     | \$ 14,000.00            | \$ 175.00                     | \$ 14,000.00            | \$ 267.50                     | \$ 21,400.00            |
| 34          | 360           | 7002       | CONC PVMT (CRCP) (8")                | SY   | 1,204         | \$ 130.00                     | \$ 156,520.00           | \$ 120.00                     | \$ 144,480.00           | \$ 99.50                      | \$ 119,798.00           |
| 35          | 401           | 7002       | FLOWABLE FILL (EMBANKMENT)           | CY   | 319           | \$ 300.00                     | \$ 95,700.00            | \$ 350.00                     | \$ 111,650.00           | \$ 202.00                     | \$ 64,438.00            |
| 36          | 416           | 7040       | DRILL SHAFT (RDWY ILL POLE) (30 IN)  | LF   | 264           | \$ 500.00                     | \$ 132,000.00           | \$ 350.00                     | \$ 92,400.00            | \$ 498.00                     | \$ 131,472.00           |
| 37          | 420           | 7006       | CL A CONC (FLUME)                    | CY   | 4             | \$ 4,500.00                   | \$ 18,000.00            | \$ 700.00                     | \$ 2,800.00             | \$ 2,300.00                   | \$ 9,200.00             |
| 38          | 420           | 7044       | CL C CONC (FOOTING)                  | CY   | 1             | \$ 5,000.00                   | \$ 5,000.00             | \$ 3,000.00                   | \$ 3,000.00             | \$ 1,750.00                   | \$ 1,750.00             |
| 39          | 506           | 7020       | CONSTRUCTION EXITS (INSTALL) (TY 1)  | SY   | 156           | \$ 25.00                      | \$ 3,900.00             | \$ 35.00                      | \$ 5,460.00             | \$ 20.50                      | \$ 3,198.00             |
| 40          | 506           | 7024       | CONSTRUCTION EXITS (REMOVE)          | SY   | 156           | \$ 5.00                       | \$ 780.00               | \$ 15.00                      | \$ 2,340.00             | \$ 12.50                      | \$ 1,950.00             |
| 41          | 506           | 7043       | BIODEG EROSN CONT LOGS (INSTL) (8")  | LF   | 230           | \$ 10.00                      | \$ 2,300.00             | \$ 6.00                       | \$ 1,380.00             | \$ 3.60                       | \$ 828.00               |



CITY OF EL PASO

PRICE TABULATION



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BID NUMBER: 2025-0219

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Department: Capital Improvement

|  |      |      |  |    |       | Constructors, Inc.<br>Carlsbad, NM<br>Bidder 1 of 6 |            | El Paso A.R.C. Electric, Inc.<br>El Paso , TX<br>Bidder 2 of 6 |            | TAO Industries, Inc.<br>El Paso, TX<br>Bidder 3 of 6 |           |    |            |    |           |    |            |
|--|------|------|--|----|-------|---|------------|--|------------|--|-----------|----|------------|----|-----------|----|------------|
| Base Bid I: Roadway, Traffic Signals, and Illumination Items - TxDOT CSJ 0924-06-570 |      |      |  |    |       |   |            |  |            |  |           |    |            |    |           |    |            |
| 42   | 506  | 7046 | BIODEG EROSN CONT LOGS (REMOVE)        | LF | 230   | \$  | 2.00       | \$   | 460.00     | \$   | 1.50      | \$ | 345.00     | \$ | 2.25      | \$ | 517.50     |
| 43   | 527  | 7001 | COLORED TEXTURED CONC (4")             | SY | 634   | \$  | 100.00     | \$   | 63,400.00  | \$   | 200.00    | \$ | 126,800.00 | \$ | 92.20     | \$ | 58,454.80  |
| 44   | 529  | 7001 | CONC CURB (TY I)                       | LF | 950   | \$  | 40.00      | \$   | 38,000.00  | \$   | 40.00     | \$ | 38,000.00  | \$ | 21.00     | \$ | 19,950.00  |
| 45   | 529  | 7008 | CONC CURB & GUTTER (TY I)              | LF | 2,636 | \$  | 31.00      | \$   | 81,716.00  | \$   | 70.00     | \$ | 184,520.00 | \$ | 22.50     | \$ | 59,310.00  |
| 46   | 529  | 7027 | CONC CURB (SPECIAL)                    | LF | 1,241 | \$  | 30.00      | \$   | 37,230.00  | \$   | 100.00    | \$ | 124,100.00 | \$ | 16.00     | \$ | 19,856.00  |
| 47   | 531  | 7001 | CONC SIDEWALKS (4")                    | SY | 1,084 | \$  | 65.00      | \$   | 70,460.00  | \$   | 110.00    | \$ | 119,240.00 | \$ | 68.50     | \$ | 74,254.00  |
| 48   | 531  | 7005 | CURB RAMPS (TY 1)                      | EA | 6     | \$  | 1,500.00   | \$   | 9,000.00   | \$   | 2,800.00  | \$ | 16,800.00  | \$ | 1,735.00  | \$ | 10,410.00  |
| 49   | 531  | 7010 | CURB RAMPS (TY 7)                      | EA | 12    | \$  | 1,500.00   | \$   | 18,000.00  | \$   | 2,500.00  | \$ | 30,000.00  | \$ | 1,775.00  | \$ | 21,300.00  |
| 50   | EP05 | 7001 | PARKLET                                | LS | 1     | \$  | 120,000.00 | \$   | 120,000.00 | \$   | 40,000.00 | \$ | 40,000.00  | \$ | 94,000.00 | \$ | 94,000.00  |
| 51   | 618  | 7031 | CONDT (PVC) (SCH 40) (2") (BORE)       | LF | 2,756 | \$  | 39.00      | \$   | 107,484.00 | \$   | 42.00     | \$ | 115,752.00 | \$ | 40.50     | \$ | 111,618.00 |
| 52   | 618  | 7037 | CONDT (PVC) (SCH 40) (3") (BORE)       | LF | 25    | \$  | 60.00      | \$   | 1,500.00   | \$   | 48.00     | \$ | 1,200.00   | \$ | 64.00     | \$ | 1,600.00   |
| 53   | 618  | 7078 | CONDT (RM) (2")                        | LF | 81    | \$  | 72.00      | \$   | 5,832.00   | \$   | 30.00     | \$ | 2,430.00   | \$ | 75.00     | \$ | 6,075.00   |
| 54   | 620  | 7008 | ELEC CONDR (NO.8) INSULATED            | LF | 9,036 | \$  | 4.50       | \$   | 40,662.00  | \$   | 2.50      | \$ | 22,590.00  | \$ | 4.45      | \$ | 40,210.20  |
| 55   | 620  | 7029 | ELEC CONDR (350 KCMIL) INSULATED       | LF | 90    | \$  | 30.00      | \$   | 2,700.00   | \$   | 25.00     | \$ | 2,250.00   | \$ | 34.00     | \$ | 3,060.00   |
| 56   | 624  | 7002 | GROUND BOX TY A (122311)W/APRON        | EA | 35    | \$  | 2,400.00   | \$   | 84,000.00  | \$   | 1,200.00  | \$ | 42,000.00  | \$ | 2,370.00  | \$ | 82,950.00  |
| 57   | 628  | 7018 | ELC SRV TY A 120/240 070(NS)SS(E)SF(U) | EA | 1     | \$  | 18,000.00  | \$   | 18,000.00  | \$   | 10,000.00 | \$ | 10,000.00  | \$ | 17,700.00 | \$ | 17,700.00  |
| 58   | 644  | 7001 | IN SM RD SN SUP&AM TY10BWG(1)SA(P)     | EA | 148   | \$  | 800.00     | \$   | 118,400.00 | \$   | 780.00    | \$ | 115,440.00 | \$ | 1,028.75  | \$ | 152,255.00 |
| 59   | 644  | 7065 | RELOCATE SM RD SN SUP&AM TY 10BWG      | EA | 16    | \$  | 600.00     | \$   | 9,600.00   | \$   | 600.00    | \$ | 9,600.00   | \$ | 892.00    | \$ | 14,272.00  |
| 60   | 662  | 7061 | WK ZN PAV MRK REMOV (W)4"(BRK)         | LF | 787   | \$  | 1.25       | \$   | 983.75     | \$   | 1.20      | \$ | 944.40     | \$ | 5.00      | \$ | 3,935.00   |
| 61   | 662  | 7062 | WK ZN PAV MRK REMOV (W)4"(DOT)         | LF | 16    | \$  | 1.25       | \$   | 20.00      | \$   | 1.20      | \$ | 19.20      | \$ | 8.00      | \$ | 128.00     |
| 62   | 662  | 7064 | WK ZN PAV MRK REMOV (W)4"(SLD)         | LF | 461   | \$  | 1.25       | \$   | 576.25     | \$   | 1.20      | \$ | 553.20     | \$ | 3.00      | \$ | 1,383.00   |





CITY OF EL PASO  
PRICE TABULATION



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BID NUMBER: 2025-0219

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Department: Capital Improvement

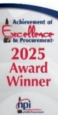
|  |  |  |  |  |  | Constructors, Inc.<br>Carlsbad, NM<br>Bidder 1 of 6 | El Paso A.R.C. Electric, Inc.<br>El Paso, TX<br>Bidder 2 of 6 | TAO Industries, Inc.<br>El Paso, TX<br>Bidder 3 of 6 |  |  |  |
|--|--|--|--|--|--|---|---|--|--|--|--|
|--|--|--|--|--|--|---|---|--|--|--|--|

Base Bid I: Roadway, Traffic Signals, and Illumination Items - TxDOT CSJ 0924-06-570

|    |     |      |  |    |        |           |               |           |              |           |               |
|----|-----|------|--|----|--------|-----------|---------------|-----------|--------------|-----------|---------------|
| 63 | 662 | 7082 | WK ZN PAV MRK REMOV (W)(ARROW)         | EA | 12     | \$ 190.00 | \$ 2,280.00   | \$ 180.00 | \$ 2,160.00  | \$ 350.00 | \$ 4,200.00   |
| 64 | 662 | 7083 | WK ZN PAV MRK REMOV (W)(DBL ARROW)     | EA | 1      | \$ 190.00 | \$ 190.00     | \$ 180.00 | \$ 180.00    | \$ 600.00 | \$ 600.00     |
| 65 | 662 | 7092 | WK ZN PAV MRK REMOV (W)(WORD)          | EA | 7      | \$ 190.00 | \$ 1,330.00   | \$ 180.00 | \$ 1,260.00  | \$ 536.00 | \$ 3,752.00   |
| 66 | 666 | 7003 | REFL PAV MRK TY I (W)4"(DOT)(100MIL)   | LF | 36     | \$ 1.50   | \$ 54.00      | \$ 1.65   | \$ 59.40     | \$ 2.25   | \$ 81.00      |
| 67 | 666 | 7033 | REFL PAV MRK TY I (W)18"(SLD)(100MIL)  | LF | 15,908 | \$ 6.50   | \$ 103,402.00 | \$ 6.12   | \$ 97,356.96 | \$ 6.50   | \$ 103,402.00 |
| 68 | 666 | 7036 | REFL PAV MRK TY I (W)24"(SLD)(100MIL)  | LF | 3,482  | \$ 9.00   | \$ 31,338.00  | \$ 8.40   | \$ 29,248.80 | \$ 7.50   | \$ 26,115.00  |
| 69 | 666 | 7042 | REFL PAV MRK TY I (W)(ARROW)(100MIL)   | EA | 28     | \$ 275.00 | \$ 7,700.00   | \$ 258.00 | \$ 7,224.00  | \$ 205.00 | \$ 5,740.00   |
| 70 | 666 | 7045 | REFL PAV MRK TY I(W)(DBL ARROW)(100MIL | EA | 17     | \$ 315.00 | \$ 5,355.00   | \$ 300.00 | \$ 5,100.00  | \$ 280.00 | \$ 4,760.00   |
| 71 | 666 | 7048 | REFL PAV MRK TY I(W)(TPL ARRW)(100MIL) | EA | 1      | \$ 350.00 | \$ 350.00     | \$ 357.50 | \$ 357.50    | \$ 420.00 | \$ 420.00     |
| 72 | 666 | 7066 | REFL PAV MRK TY I (W)(WORD)(100MIL)    | EA | 11     | \$ 295.00 | \$ 3,245.00   | \$ 299.00 | \$ 3,289.00  | \$ 250.00 | \$ 2,750.00   |
| 73 | 666 | 7093 | REFL PAV MRK TY I (W)(BIKE ARW)(100MIL | EA | 213    | \$ 165.00 | \$ 35,145.00  | \$ 169.00 | \$ 35,997.00 | \$ 162.00 | \$ 34,506.00  |
| 74 | 666 | 7099 | REFL PAV MRK TY I(W)(BIKE SYML)(100MIL | EA | 209    | \$ 325.00 | \$ 67,925.00  | \$ 338.00 | \$ 70,642.00 | \$ 250.00 | \$ 52,250.00  |
| 75 | 666 | 7221 | RE PM TY II (Y)(CURB)                  | LF | 1,766  | \$ 1.50   | \$ 2,649.00   | \$ 1.65   | \$ 2,913.90  | \$ 4.00   | \$ 7,064.00   |
| 76 | 666 | 7346 | PAVEMENT SLER 4"                       | LF | 57,499 | \$ 0.20   | \$ 11,499.80  | \$ 0.19   | \$ 10,924.81 | \$ 0.25   | \$ 14,374.75  |
| 77 | 666 | 7351 | PAVEMENT SLER 18"                      | LF | 15,908 | \$ 0.90   | \$ 14,317.20  | \$ 0.84   | \$ 13,362.72 | \$ 1.90   | \$ 30,225.20  |
| 78 | 666 | 7352 | PAVEMENT SLER 24"                      | LF | 3,482  | \$ 1.20   | \$ 4,178.40   | \$ 1.20   | \$ 4,178.40  | \$ 2.50   | \$ 8,705.00   |
| 79 | 666 | 7353 | PAVEMENT SLER (ARROW)                  | EA | 28     | \$ 30.00  | \$ 840.00     | \$ 32.50  | \$ 910.00    | \$ 115.00 | \$ 3,220.00   |
| 80 | 666 | 7354 | PAVEMENT SLER (WORD)                   | EA | 11     | \$ 30.00  | \$ 330.00     | \$ 32.50  | \$ 357.50    | \$ 125.00 | \$ 1,375.00   |
| 81 | 666 | 7356 | PAVEMENT SLER (DBL ARROW)              | EA | 17     | \$ 55.00  | \$ 935.00     | \$ 58.50  | \$ 994.50    | \$ 156.00 | \$ 2,652.00   |
| 82 | 666 | 7357 | PAVEMENT SLER (TPL ARROW)              | EA | 1      | \$ 55.00  | \$ 55.00      | \$ 58.50  | \$ 58.50     | \$ 200.00 | \$ 200.00     |
| 83 | 666 | 7366 | PAVEMENT SLER (ISLAND)                 | SF | 8,444  | \$ 0.55   | \$ 4,644.20   | \$ 0.54   | \$ 4,559.76  | \$ 2.10   | \$ 17,732.40  |



CITY OF EL PASO  
PRICE TABULATION



BID TITLE: Downtown Bicycle Improvements Phase I TxDOT CSJ 0924-06-570

BID NUMBER: 2025-0219

BID DATE: September 17, 2025

Department: Capital Improvement

|  |     |      |                                      |    |        | Constructors, Inc.<br>Carlsbad, NM<br>Bidder 1 of 6 |        | El Paso A.R.C. Electric, Inc.<br>El Paso , TX<br>Bidder 2 of 6 |           | TAO Industries, Inc.<br>El Paso, TX<br>Bidder 3 of 6 |        |    |           |    |        |    |           |
|--|-----|------|--------------------------------------|----|--------|---|--------|--|-----------|--|--------|----|-----------|----|--------|----|-----------|
| Base Bid I: Roadway, Traffic Signals, and Illumination Items - TxDOT CSJ 0924-06-570 |     |      |                                      |    |        |   |        |  |           |  |        |    |           |    |        |    |           |
| 84   | 666 | 7368 | PAVEMENT SLER (BIKE ARROW)           | EA | 213    | \$  | 7.00   | \$   | 1,491.00  | \$   | 7.80   | \$ | 1,661.40  | \$ | 100.00 | \$ | 21,300.00 |
| 85   | 666 | 7369 | PAVEMENT SLER (BIKE SYMBOL)          | EA | 209    | \$  | 11.00  | \$   | 2,299.00  | \$   | 11.37  | \$ | 2,376.33  | \$ | 100.00 | \$ | 20,900.00 |
| 86   | 666 | 7402 | REFL PAV MRK TY I (W)4"(BRK)(100MIL) | LF | 1,758  | \$  | 1.50   | \$   | 2,637.00  | \$   | 1.44   | \$ | 2,531.52  | \$ | 1.25   | \$ | 2,197.50  |
| 87   | 666 | 7405 | REFL PAV MRK TY I (W)4"(SLD)(100MIL) | LF | 29,031 | \$  | 1.50   | \$   | 43,546.50 | \$   | 1.44   | \$ | 41,804.64 | \$ | 0.90   | \$ | 26,127.90 |
| 88   | 666 | 7414 | REFL PAV MRK TY I (Y)4"(BRK)(100MIL) | LF | 317    | \$  | 1.50   | \$   | 475.50    | \$   | 1.44   | \$ | 456.48    | \$ | 1.25   | \$ | 396.25    |
| 89   | 666 | 7417 | REFL PAV MRK TY I (Y)4"(SLD)(100MIL) | LF | 26,357 | \$  | 1.50   | \$   | 39,535.50 | \$   | 1.44   | \$ | 37,954.08 | \$ | 0.90   | \$ | 23,721.30 |
| 90   | 672 | 7006 | REFL PAV MRKR TY II-C-R              | EA | 93     | \$  | 20.00  | \$   | 1,860.00  | \$   | 19.50  | \$ | 1,813.50  | \$ | 10.00  | \$ | 930.00    |
| 91   | 677 | 7001 | ELIM EXT PM & MRKS (4")              | LF | 26,338 | \$  | 1.25   | \$   | 32,922.50 | \$   | 1.17   | \$ | 30,815.46 | \$ | 0.45   | \$ | 11,852.10 |
| 92   | 677 | 7004 | ELIM EXT PM & MRKS (8")              | LF | 3,085  | \$  | 2.15   | \$   | 6,632.75  | \$   | 2.27   | \$ | 7,002.95  | \$ | 0.50   | \$ | 1,542.50  |
| 93   | 677 | 7007 | ELIM EXT PM & MRKS (18")             | LF | 10,471 | \$  | 3.25   | \$   | 34,030.75 | \$   | 3.44   | \$ | 36,020.24 | \$ | 5.00   | \$ | 52,355.00 |
| 94   | 677 | 7008 | ELIM EXT PM & MRKS (24")             | LF | 5,992  | \$  | 3.25   | \$   | 19,474.00 | \$   | 3.44   | \$ | 20,612.48 | \$ | 5.95   | \$ | 35,652.40 |
| 95   | 677 | 7009 | ELIM EXT PM & MRKS (ARROW)           | EA | 25     | \$  | 180.00 | \$   | 4,500.00  | \$   | 195.00 | \$ | 4,875.00  | \$ | 125.00 | \$ | 3,125.00  |
| 96   | 677 | 7010 | ELIM EXT PM & MRKS (DBL ARROW)       | EA | 6      | \$  | 180.00 | \$   | 1,080.00  | \$   | 195.00 | \$ | 1,170.00  | \$ | 160.00 | \$ | 960.00    |
| 97   | 677 | 7011 | ELIM EXT PM & MRKS (TPL ARROW)       | EA | 1      | \$  | 315.00 | \$   | 315.00    | \$   | 195.00 | \$ | 195.00    | \$ | 220.00 | \$ | 220.00    |
| 98   | 677 | 7015 | ELIM EXT PM & MRKS (WORD)            | EA | 11     | \$  | 315.00 | \$   | 3,465.00  | \$   | 195.00 | \$ | 2,145.00  | \$ | 220.00 | \$ | 2,420.00  |
| 99   | 677 | 7025 | ELIM EXT PM & MARKS (BIKE ARROW)     | EA | 16     | \$  | 80.00  | \$   | 1,280.00  | \$   | 85.80  | \$ | 1,372.80  | \$ | 150.00 | \$ | 2,400.00  |
| 100  | 677 | 7027 | ELIM EXT PM & MARKS (BIKE SYMBOL)    | EA | 16     | \$  | 80.00  | \$   | 1,280.00  | \$   | 85.80  | \$ | 1,372.80  | \$ | 150.00 | \$ | 2,400.00  |
| 101  | 678 | 7001 | PAV SURF PREP FOR MRK (4")           | LF | 57,499 | \$  | 0.06   | \$   | 3,449.94  | \$   | 0.06   | \$ | 3,449.94  | \$ | 0.15   | \$ | 8,624.85  |
| 102  | 678 | 7007 | PAV SURF PREP FOR MRK (18")          | LF | 15,908 | \$  | 0.20   | \$   | 3,181.60  | \$   | 0.20   | \$ | 3,181.60  | \$ | 1.20   | \$ | 19,089.60 |
| 103  | 678 | 7008 | PAV SURF PREP FOR MRK (24")          | LF | 3,482  | \$  | 0.31   | \$   | 1,079.42  | \$   | 0.32   | \$ | 1,114.24  | \$ | 1.30   | \$ | 4,526.60  |
| 104  | 678 | 7009 | PAV SURF PREP FOR MRK (ARROW)        | EA | 28     | \$  | 23.00  | \$   | 644.00    | \$   | 26.00  | \$ | 728.00    | \$ | 80.00  | \$ | 2,240.00  |
| 105  | 678 | 7010 | PAV SURF PREP FOR MRK (DBL ARROW)    | EA | 17     | \$  | 23.00  | \$   | 391.00    | \$   | 26.00  | \$ | 442.00    | \$ | 95.00  | \$ | 1,615.00  |



CITY OF EL PASO  
PRICE TABULATION



BID TITLE: Downtown Bicycle Improvements Phase I TxDOT CSJ 0924-06-570

BID NUMBER: 2025-0219

BID DATE: September 17, 2025

Department: Capital Improvement

|  |      |      |  |    |       | Constructors, Inc.<br>Carlsbad, NM<br>Bidder 1 of 6 |          | El Paso A.R.C. Electric, Inc.<br>El Paso , TX<br>Bidder 2 of 6 |           | TAO Industries, Inc.<br>El Paso, TX<br>Bidder 3 of 6 |          |    |            |    |          |    |            |
|--|------|------|--|----|-------|---|----------|--|-----------|--|----------|----|------------|----|----------|----|------------|
| Base Bid I: Roadway, Traffic Signals, and Illumination Items - TxDOT CSJ 0924-06-570   |      |      |  |    |       |   |          |  |           |  |          |    |            |    |          |    |            |
| 106  | 678  | 7011 | PAV SURF PREP FOR MRK (TPL ARROW)                | EA | 1     | \$  | 23.00    | \$   | 23.00     | \$   | 26.00    | \$ | 26.00      | \$ | 120.00   | \$ | 120.00     |
| 107  | 678  | 7016 | PAV SURF PREP FOR MRK (WORD)                     | EA | 11    | \$  | 23.00    | \$   | 253.00    | \$   | 26.00    | \$ | 286.00     | \$ | 150.00   | \$ | 1,650.00   |
| 108  | 678  | 7026 | PAV SURF PREP FOR MRK (BIKE ARROW)               | EA | 213   | \$  | 23.00    | \$   | 4,899.00  | \$   | 26.00    | \$ | 5,538.00   | \$ | 100.00   | \$ | 21,300.00  |
| 109  | 678  | 7028 | PAV SURF PREP FOR MRK (BIKE SYMBOL)              | EA | 209   | \$  | 23.00    | \$   | 4,807.00  | \$   | 26.00    | \$ | 5,434.00   | \$ | 100.00   | \$ | 20,900.00  |
| 110  | 678  | 7033 | PAV SURF PREP FOR MRK (RPM)                      | EA | 147   | \$  | 5.00     | \$   | 735.00    | \$   | 5.20     | \$ | 764.40     | \$ | 3.00     | \$ | 441.00     |
| 111  | 685  | 7004 | INSTL RDS D FLSH BCN ASSM (SOLAR PWRD)           | EA | 10    | \$  | 4,500.00 | \$   | 45,000.00 | \$   | 4,200.00 | \$ | 42,000.00  | \$ | 7,800.00 | \$ | 78,000.00  |
| 112  | 752  | 7004 | STUMP REMOVAL                                    | EA | 1     | \$  | 3,500.00 | \$   | 3,500.00  | \$   | 300.00   | \$ | 300.00     | \$ | 1,600.00 | \$ | 1,600.00   |
| 113  | EP01 | 7001 | ANTI SLIP GREEN PAINT PED/BIKE PATH              | SF | 8,444 | \$  | 8.00     | \$   | 67,552.00 | \$   | 6.72     | \$ | 56,743.68  | \$ | 28.70    | \$ | 242,342.80 |
| 114  | EP02 | 7001 | LED DECORATIVE ILLUMINATION ASSEMBLY             | EA | 33    | \$  | 2,250.00 | \$   | 74,250.00 | \$   | 4,000.00 | \$ | 132,000.00 | \$ | 1,560.00 | \$ | 51,480.00  |
| 115  | EP03 | 7001 | REFL. PAV MRKR TY II G-G                         | EA | 54    | \$  | 20.00    | \$   | 1,080.00  | \$   | 19.50    | \$ | 1,053.00   | \$ | 10.00    | \$ | 540.00     |
| 116  | EP04 | 7001 | REMOVE RELOCATE & INSTALL PARKING METER ASSEMBLY | EA | 16    | \$  | 200.00   | \$   | 3,200.00  | \$   | 214.50   | \$ | 3,432.00   | \$ | 826.00   | \$ | 13,216.00  |
| 117  | EP07 | 7001 | PAVEMENT ACRYLIC SURFACER                        | SF | 86    | \$  | 2.00     | \$   | 172.00    | \$   | 5.00     | \$ | 430.00     | \$ | 75.00    | \$ | 6,450.00   |
| Sum Total Base Bid 1 (Items 1 Through 117)   |      |      |  |    |       | \$2,653,153.06                                      |          | \$2,590,065.09   |           | \$2,702,289.65                                       |          |    |            |    |          |    |            |
| Bid Bond   |      |      |  |    |       | YES   |          | YES  |           | YES  |          |    |            |    |          |    |            |
| Amendments Acknowledged  |      |      |  |    |       | YES   |          | YES  |           | YES  |          |    |            |    |          |    |            |
| BIDS SOLICITED: 969 LOCAL BIDS SOLICITED: 491 BIDS RECEIVED: 6 LOCAL BIDS RECEIVED : 5 NO BID: 4   |      |      |  |    |       |   |          |  |           |  |          |    |            |    |          |    |            |
| NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract. |      |      |  |    |       |   |          |  |           |  |          |    |            |    |          |    |            |



CITY OF EL PASO  
PRICE TABULATION



BID TITLE: Downtown Bicycle Improvements Phase I TxDOT CSJ 0924-06-570

BID NUMBER: 2025-0219

BID DATE: September 17, 2025

Department: Capital Improvement

|  |   |   |   |
|--|---|---|---|
|  | Horizone Construction 1 Ltd<br>El Paso, TX<br>Bidder 4 of 6 | International Eagle Enterprises<br>El Paso, TX<br>Bidder 5 of 6 | Martinez Bros. Contractors, LLC<br>El Paso, TX<br>Bidder 6 of 6 |
|--|---|---|---|

Base Bid I: Roadway, Traffic Signals, and Illumination Items - TxDOT CSJ 0924-06-570

| Item No. | Item - Code |         | Description                            | Unit | Approx QTY | Price (ONLY 2 DECIMALS) | Total (DO NOT ROUND) | Price (ONLY 2 DECIMALS) | Total (DO NOT ROUND) | Price (ONLY 2 DECIMALS) | Total (DO NOT ROUND) |
|----------|-------------|---------|--|------|------------|-------------------------|----------------------|-------------------------|----------------------|-------------------------|----------------------|
|          | Item - No.  | S.P. No |  |      |            |                         |                      |                         |                      |                         |                      |
| 1        | 100         | 7013    | TREE PROTECTION (INSTALL)              | EA   | 30         | \$ 220.22               | \$ 6,606.60          | \$ 300.00               | \$ 9,000.00          | \$ 105.00               | \$ 3,150.00          |
| 2        | 100         | 7015    | TREE PROTECTION (REMOVE)               | EA   | 30         | \$ 48.17                | \$ 1,445.10          | \$ 150.00               | \$ 4,500.00          | \$ 15.75                | \$ 472.50            |
| 3        | 500         | 7001    | MOBILIZATION                           | LS   | 1          | \$ 23,412.10            | \$ 23,412.10         | \$ 200,000.00           | \$ 200,000.00        | \$ 95,000.00            | \$ 95,000.00         |
| 4        | 502         | 7001    | BARRICADES, SIGNS AND TRAFFIC HANDLING | MO   | 9          | \$ 11,423.82            | \$ 102,814.38        | \$ 20,000.00            | \$ 180,000.00        | \$ 13,200.00            | \$ 118,800.00        |
| 5        | 505         | 7001    | TMA (STATIONARY)                       | DAY  | 30         | \$ 206.45               | \$ 6,193.50          | \$ 150.00               | \$ 4,500.00          | \$ 420.00               | \$ 12,600.00         |
| 6        | 505         | 7003    | TMA (MOBILE OPERATION)                 | DAY  | 35         | \$ 550.55               | \$ 19,269.25         | \$ 350.00               | \$ 12,250.00         | \$ 600.00               | \$ 21,000.00         |
| 7        | EP08        | 7001    | WATER FILLED BARRIERS                  | LF   | 1,000      | \$ 23.32                | \$ 23,320.00         | \$ 320.00               | \$ 320,000.00        | \$ 99.60                | \$ 99,600.00         |
| 8        | 100         | 7001    | PREPARING ROW                          | AC   | 1          | \$ 50,515.31            | \$ 50,515.31         | \$ 5,000.00             | \$ 5,000.00          | \$ 10,560.00            | \$ 10,560.00         |
| 9        | 100         | 7004    | PREP ROW (TREE REMOVE) (12"-24" DIA)   | EA   | 1          | \$ 1,952.45             | \$ 1,952.45          | \$ 5,000.00             | \$ 5,000.00          | \$ 1,050.00             | \$ 1,050.00          |
| 10       | 104         | 7001    | REMOV CONC (PAV)                       | SY   | 1,315      | \$ 19.31                | \$ 25,392.65         | \$ 80.00                | \$ 105,200.00        | \$ 30.00                | \$ 39,450.00         |
| 11       | 104         | 7013    | REMOV CONC (SIDEWALK, RAMP OR SUP)     | SY   | 123        | \$ 19.31                | \$ 2,375.13          | \$ 60.00                | \$ 7,380.00          | \$ 24.00                | \$ 2,952.00          |
| 12       | 104         | 7018    | REMOV CONC (CURB OR CURB & GUTTER)     | LF   | 862        | \$ 18.79                | \$ 16,196.98         | \$ 20.00                | \$ 17,240.00         | \$ 6.00                 | \$ 5,172.00          |
| 13       | 105         | 7002    | RMV (2"-6") TRT/UNTRT BASE & ASPH PAV  | SY   | 2,479      | \$ 16.16                | \$ 40,060.64         | \$ 4.00                 | \$ 9,916.00          | \$ 21.60                | \$ 53,546.40         |
| 14       | 162         | 7004    | MULCH SODDING                          | SY   | 10         | \$ 6.88                 | \$ 68.80             | \$ 100.00               | \$ 1,000.00          | \$ 70.88                | \$ 708.80            |
| 15       | 170         | 7001    | IRRIGATION SYSTEM                      | LS   | 1          | \$ 7,157.09             | \$ 7,157.09          | \$ 150,000.00           | \$ 150,000.00        | \$ 5,386.50             | \$ 5,386.50          |
| 16       | 192         | 7014    | VEGETATION BARRIER                     | SY   | 4          | \$ 19.96                | \$ 79.84             | \$ 200.00               | \$ 800.00            | \$ 164.06               | \$ 656.24            |
| 17       | 192         | 7024    | LOOSE AGGR GRND COVER (TY I)           | CY   | 24         | \$ 154.15               | \$ 3,699.60          | \$ 190.00               | \$ 4,560.00          | \$ 102.16               | \$ 2,451.84          |
| 18       | 192         | 7044    | PLANT MATERIAL (1 GAL) (SHRUB)         | EA   | 55         | \$ 33.03                | \$ 1,816.65          | \$ 45.00                | \$ 2,475.00          | \$ 25.01                | \$ 1,375.55          |
| 19       | 192         | 7052    | PLANT MATERIAL (MIN 3" CAL)            | EA   | 2          | \$ 1,101.09             | \$ 2,202.18          | \$ 400.00               | \$ 800.00            | \$ 1,076.25             | \$ 2,152.50          |
| 20       | 193         | 7001    | LANDSCAPE ESTABLISH                    | MO   | 12         | \$ 516.14               | \$ 6,193.68          | \$ 4,500.00             | \$ 54,000.00         | \$ 1,365.00             | \$ 16,380.00         |



CITY OF EL PASO  
PRICE TABULATION



BID TITLE: Downtown Bicycle Improvements Phase I TxDOT CSJ 0924-06-570

BID NUMBER: 2025-0219

BID DATE: September 17, 2025

Department: Capital Improvement

|  |  |  |  |  |  | Horizone Construction 1 Ltd<br>El Paso, TX<br>Bidder 4 of 6 |  | International Eagle Enterprises<br>El Paso, TX<br>Bidder 5 of 6 |  | Martinez Bros. Contractors, LLC<br>El Paso, TX<br>Bidder 6 of 6 |  |
|--|--|--|--|--|--|---|--|---|--|---|--|
|--|--|--|--|--|--|---|--|---|--|---|--|

Base Bid I: Roadway, Traffic Signals, and Illumination Items - TxDOT CSJ 0924-06-570

|    |      |      |                                      |     |       |              |               |              |               |              |               |
|----|------|------|--------------------------------------|-----|-------|--------------|---------------|--------------|---------------|--------------|---------------|
| 21 | 193  | 7007 | IRRIG SYS OPER AND MAINT             | MO  | 12    | \$ 550.55    | \$ 6,606.60   | \$ 5,000.00  | \$ 60,000.00  | \$ 1,050.00  | \$ 12,600.00  |
| 22 | 194  | 7012 | RDSIDE AMENITY (TYPE 1)              | EA  | 1     | \$ 6,980.14  | \$ 6,980.14   | \$ 4,500.00  | \$ 4,500.00   | \$ 10,350.00 | \$ 10,350.00  |
| 23 | 194  | 7013 | RDSIDE AMENITY (TYPE 2)              | EA  | 1     | \$ 1,075.55  | \$ 1,075.55   | \$ 7,000.00  | \$ 7,000.00   | \$ 1,200.00  | \$ 1,200.00   |
| 24 | 194  | 7014 | RDSIDE AMENITY (TYPE 3)              | EA  | 2     | \$ 11,008.16 | \$ 22,016.32  | \$ 9,000.00  | \$ 18,000.00  | \$ 3,912.00  | \$ 7,824.00   |
| 25 | 194  | 7015 | RDSIDE AMENITY (TYPE 4)              | EA  | 1     | \$ 4,179.25  | \$ 4,179.25   | \$ 15,000.00 | \$ 15,000.00  | \$ 4,200.00  | \$ 4,200.00   |
| 26 | 194  | 7016 | RDSIDE AMENITY (TYPE 5)              | EA  | 1     | \$ 4,633.45  | \$ 4,633.45   | \$ 10,000.00 | \$ 10,000.00  | \$ 3,600.00  | \$ 3,600.00   |
| 27 | 194  | 7025 | RDSIDE AMENITY (REMOV)               | EA  | 2     | \$ 688.18    | \$ 1,376.36   | \$ 800.00    | \$ 1,600.00   | \$ 600.00    | \$ 1,200.00   |
| 28 | 194  | 7026 | RDSIDE AMENITY (TYPE 1)(REMOV)       | EA  | 1     | \$ 752.16    | \$ 752.16     | \$ 1,200.00  | \$ 1,200.00   | \$ 600.00    | \$ 600.00     |
| 29 | EP06 | 7001 | BOREHOLE & LOCATE EXISTING UTILITIES | EA  | 8     | \$ 1,008.02  | \$ 8,064.16   | \$ 3,000.00  | \$ 24,000.00  | \$ 960.00    | \$ 7,680.00   |
| 30 | 247  | 7045 | FL BS (CMP IN PLC)(TY A GR 3) (6")   | SY  | 1,204 | \$ 22.83     | \$ 27,487.32  | \$ 120.00    | \$ 144,480.00 | \$ 42.00     | \$ 50,568.00  |
| 31 | 247  | 7068 | FL BS (CMP IN PLC)(TY A GR 3) (8")   | SY  | 1,236 | \$ 27.58     | \$ 34,088.88  | \$ 120.00    | \$ 148,320.00 | \$ 48.00     | \$ 59,328.00  |
| 32 | 310  | 7001 | PRIME COAT (AE-P)                    | GAL | 220   | \$ 4.16      | \$ 915.20     | \$ 10.00     | \$ 2,200.00   | \$ 18.00     | \$ 3,960.00   |
| 33 | 341  | 7022 | D-GR HMA TY-C PG70-22                | TON | 80    | \$ 315.88    | \$ 25,270.40  | \$ 1,000.00  | \$ 80,000.00  | \$ 390.00    | \$ 31,200.00  |
| 34 | 360  | 7002 | CONC PVMT (CRCP) (8")                | SY  | 1,204 | \$ 127.59    | \$ 153,618.36 | \$ 200.00    | \$ 240,800.00 | \$ 180.00    | \$ 216,720.00 |
| 35 | 401  | 7002 | FLOWABLE FILL (EMBANKMENT)           | CY  | 319   | \$ 224.92    | \$ 71,749.48  | \$ 180.00    | \$ 57,420.00  | \$ 360.00    | \$ 114,840.00 |
| 36 | 416  | 7040 | DRILL SHAFT (RDWY ILL POLE) (30 IN)  | LF  | 264   | \$ 548.78    | \$ 144,877.92 | \$ 440.00    | \$ 116,160.00 | \$ 480.00    | \$ 126,720.00 |
| 37 | 420  | 7006 | CL A CONC (FLUME)                    | CY  | 4     | \$ 3,459.37  | \$ 13,837.48  | \$ 1,800.00  | \$ 7,200.00   | \$ 2,400.00  | \$ 9,600.00   |
| 38 | 420  | 7044 | CL C CONC (FOOTING)                  | CY  | 1     | \$ 5,087.04  | \$ 5,087.04   | \$ 2,000.00  | \$ 2,000.00   | \$ 3,600.00  | \$ 3,600.00   |
| 39 | 506  | 7020 | CONSTRUCTION EXITS (INSTALL) (TY 1)  | SY  | 156   | \$ 28.45     | \$ 4,438.20   | \$ 80.00     | \$ 12,480.00  | \$ 42.00     | \$ 6,552.00   |
| 40 | 506  | 7024 | CONSTRUCTION EXITS (REMOVE)          | SY  | 156   | \$ 11.03     | \$ 1,720.68   | \$ 25.00     | \$ 3,900.00   | \$ 18.00     | \$ 2,808.00   |



CITY OF EL PASO  
PRICE TABULATION



BID TITLE: Downtown Bicycle Improvements Phase I TxDOT CSJ 0924-06-570

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Department: Capital Improvement

|  |      |      |  |    |       | Horizone Construction 1 Ltd |               | International Eagle Enterprises |               | Martinez Bros. Contractors, LLC |               |
|--|------|------|--|----|-------|-----------------------------|---------------|---------------------------------|---------------|---------------------------------|---------------|
|  |      |      |  |    |       | El Paso, TX                 |               | El Paso, TX                     |               | El Paso, TX                     |               |
|  |      |      |  |    |       | Bidder 4 of 6               |               | Bidder 5 of 6                   |               | Bidder 6 of 6                   |               |
| Base Bid I: Roadway, Traffic Signals, and Illumination Items - TxDOT CSJ 0924-06-570 |      |      |  |    |       |                             |               |                                 |               |                                 |               |
| 41   | 506  | 7043 | BIODEG EROSN CONT LOGS (INSTL) (8")    | LF | 230   | \$ 11.96                    | \$ 2,750.80   | \$ 12.00                        | \$ 2,760.00   | \$ 9.60                         | \$ 2,208.00   |
| 42   | 506  | 7046 | BIODEG EROSN CONT LOGS (REMOVE)        | LF | 230   | \$ 3.57                     | \$ 821.10     | \$ 1.00                         | \$ 230.00     | \$ 2.40                         | \$ 552.00     |
| 43   | 527  | 7001 | COLORED TEXTURED CONC (4")             | SY | 634   | \$ 97.67                    | \$ 61,922.78  | \$ 75.00                        | \$ 47,550.00  | \$ 162.00                       | \$ 102,708.00 |
| 44   | 529  | 7001 | CONC CURB (TY I)                       | LF | 950   | \$ 21.20                    | \$ 20,140.00  | \$ 21.00                        | \$ 19,950.00  | \$ 30.00                        | \$ 28,500.00  |
| 45   | 529  | 7008 | CONC CURB & GUTTER (TY I)              | LF | 2,636 | \$ 29.05                    | \$ 76,575.80  | \$ 28.00                        | \$ 73,808.00  | \$ 36.00                        | \$ 94,896.00  |
| 46   | 529  | 7027 | CONC CURB (SPECIAL)                    | LF | 1,241 | \$ 22.05                    | \$ 27,364.05  | \$ 22.00                        | \$ 27,302.00  | \$ 30.00                        | \$ 37,230.00  |
| 47   | 531  | 7001 | CONC SIDEWALKS (4")                    | SY | 1,084 | \$ 68.66                    | \$ 74,427.44  | \$ 55.00                        | \$ 59,620.00  | \$ 97.20                        | \$ 105,364.80 |
| 48   | 531  | 7005 | CURB RAMPS (TY 1)                      | EA | 6     | \$ 1,402.88                 | \$ 8,417.28   | \$ 3,000.00                     | \$ 18,000.00  | \$ 2,400.00                     | \$ 14,400.00  |
| 49   | 531  | 7010 | CURB RAMPS (TY 7)                      | EA | 12    | \$ 1,929.75                 | \$ 23,157.00  | \$ 3,500.00                     | \$ 42,000.00  | \$ 2,700.00                     | \$ 32,400.00  |
| 50   | EP05 | 7001 | PARKLET                                | LS | 1     | \$ 97,721.81                | \$ 97,721.81  | \$ 60,000.00                    | \$ 60,000.00  | \$ 96,000.00                    | \$ 96,000.00  |
| 51   | 618  | 7031 | CONDT (PVC) (SCH 40) (2") (BORE)       | LF | 2,756 | \$ 44.73                    | \$ 123,275.88 | \$ 36.00                        | \$ 99,216.00  | \$ 31.20                        | \$ 85,987.20  |
| 52   | 618  | 7037 | CONDT (PVC) (SCH 40) (3") (BORE)       | LF | 25    | \$ 70.19                    | \$ 1,754.75   | \$ 56.00                        | \$ 1,400.00   | \$ 39.60                        | \$ 990.00     |
| 53   | 618  | 7078 | CONDT (RM) (2")                        | LF | 81    | \$ 82.53                    | \$ 6,684.93   | \$ 90.00                        | \$ 7,290.00   | \$ 66.00                        | \$ 5,346.00   |
| 54   | 620  | 7008 | ELEC CONDR (NO.8) INSULATED            | LF | 9,036 | \$ 4.89                     | \$ 44,186.04  | \$ 4.40                         | \$ 39,758.40  | \$ 3.42                         | \$ 30,903.12  |
| 55   | 620  | 7029 | ELEC CONDR (350 KCML) INSULATED        | LF | 90    | \$ 37.15                    | \$ 3,343.50   | \$ 32.00                        | \$ 2,880.00   | \$ 26.40                        | \$ 2,376.00   |
| 56   | 624  | 7002 | GROUND BOX TY A (122311)W/APRON        | EA | 35    | \$ 2,615.09                 | \$ 91,528.15  | \$ 2,200.00                     | \$ 77,000.00  | \$ 1,560.00                     | \$ 54,600.00  |
| 57   | 628  | 7018 | ELC SRV TY A 120/240 070(NS)SS(E)SF(U) | EA | 1     | \$ 19,534.24                | \$ 19,534.24  | \$ 17,000.00                    | \$ 17,000.00  | \$ 14,400.00                    | \$ 14,400.00  |
| 58   | 644  | 7001 | IN SM RD SN SUP&AM TY10BWG(1)SA(P)     | EA | 148   | \$ 1,135.78                 | \$ 168,095.44 | \$ 1,300.00                     | \$ 192,400.00 | \$ 1,020.00                     | \$ 150,960.00 |
| 59   | 644  | 7065 | RELOCATE SM RD SN SUP&AM TY 10BWG      | EA | 16    | \$ 984.03                   | \$ 15,744.48  | \$ 800.00                       | \$ 12,800.00  | \$ 600.00                       | \$ 9,600.00   |
| 60   | 662  | 7061 | WK ZN PAV MRK REMOV (W)4"(BRK)         | LF | 787   | \$ 5.51                     | \$ 4,336.37   | \$ 5.20                         | \$ 4,092.40   | \$ 4.80                         | \$ 3,777.60   |



CITY OF EL PASO  
PRICE TABULATION



BID TITLE: Downtown Bicycle Improvements Phase I TxDOT CSJ 0924-06-570

BID NUMBER: 2025-0219

BID DATE: September 17, 2025

Department: Capital Improvement

|  |  |  |  |  |  | Horizone Construction 1 Ltd<br>El Paso, TX<br>Bidder 4 of 6 |  | International Eagle Enterprises<br>El Paso, TX<br>Bidder 5 of 6 |  | Martinez Bros. Contractors, LLC<br>El Paso, TX<br>Bidder 6 of 6 |  |
|--|--|--|--|--|--|---|--|---|--|---|--|
|--|--|--|--|--|--|---|--|---|--|---|--|

Base Bid I: Roadway, Traffic Signals, and Illumination Items - TxDOT CSJ 0924-06-570

|    |     |      |  |    |        |    |        |    |            |    |        |    |            |    |        |    |            |
|----|-----|------|--|----|--------|----|--------|----|------------|----|--------|----|------------|----|--------|----|------------|
| 61 | 662 | 7062 | WK ZN PAV MRK REMOV (W)4"(DOT)         | LF | 16     | \$ | 8.95   | \$ | 143.20     | \$ | 8.45   | \$ | 135.20     | \$ | 7.80   | \$ | 124.80     |
| 62 | 662 | 7064 | WK ZN PAV MRK REMOV (W)4"(SLD)         | LF | 461    | \$ | 3.44   | \$ | 1,585.84   | \$ | 3.25   | \$ | 1,498.25   | \$ | 3.00   | \$ | 1,383.00   |
| 63 | 662 | 7082 | WK ZN PAV MRK REMOV (W)(ARROW)         | EA | 12     | \$ | 378.50 | \$ | 4,542.00   | \$ | 357.00 | \$ | 4,284.00   | \$ | 330.00 | \$ | 3,960.00   |
| 64 | 662 | 7083 | WK ZN PAV MRK REMOV (W)(DBL ARROW)     | EA | 1      | \$ | 660.65 | \$ | 660.65     | \$ | 625.00 | \$ | 625.00     | \$ | 576.00 | \$ | 576.00     |
| 65 | 662 | 7092 | WK ZN PAV MRK REMOV (W)(WORD)          | EA | 7      | \$ | 591.84 | \$ | 4,142.88   | \$ | 560.00 | \$ | 3,920.00   | \$ | 516.00 | \$ | 3,612.00   |
| 66 | 666 | 7003 | REFL PAV MRK TY I (W)4"(DOT)(100MIL)   | LF | 36     | \$ | 2.48   | \$ | 89.28      | \$ | 2.35   | \$ | 84.60      | \$ | 2.16   | \$ | 77.76      |
| 67 | 666 | 7033 | REFL PAV MRK TY I (W)18"(SLD)(100MIL)  | LF | 15,908 | \$ | 7.23   | \$ | 115,014.84 | \$ | 6.80   | \$ | 108,174.40 | \$ | 6.30   | \$ | 100,220.40 |
| 68 | 666 | 7036 | REFL PAV MRK TY I (W)24"(SLD)(100MIL)  | LF | 3,482  | \$ | 8.26   | \$ | 28,761.32  | \$ | 7.80   | \$ | 27,159.60  | \$ | 7.20   | \$ | 25,070.40  |
| 69 | 666 | 7042 | REFL PAV MRK TY I (W)(ARROW)(100MIL)   | EA | 28     | \$ | 227.10 | \$ | 6,358.80   | \$ | 215.00 | \$ | 6,020.00   | \$ | 198.00 | \$ | 5,544.00   |
| 70 | 666 | 7045 | REFL PAV MRK TY I(W)(DBL ARROW)(100MIL | EA | 17     | \$ | 309.68 | \$ | 5,264.56   | \$ | 293.00 | \$ | 4,981.00   | \$ | 270.00 | \$ | 4,590.00   |
| 71 | 666 | 7048 | REFL PAV MRK TY I(W)(TPL ARRW)(100MIL) | EA | 1      | \$ | 461.08 | \$ | 461.08     | \$ | 440.00 | \$ | 440.00     | \$ | 402.00 | \$ | 402.00     |
| 72 | 666 | 7066 | REFL PAV MRK TY I (W)(WORD)(100MIL)    | EA | 11     | \$ | 275.27 | \$ | 3,027.97   | \$ | 260.00 | \$ | 2,860.00   | \$ | 240.00 | \$ | 2,640.00   |
| 73 | 666 | 7093 | REFL PAV MRK TY I (W)(BIKE ARW)(100MIL | EA | 213    | \$ | 178.93 | \$ | 38,112.09  | \$ | 169.00 | \$ | 35,997.00  | \$ | 156.00 | \$ | 33,228.00  |
| 74 | 666 | 7099 | REFL PAV MRK TY I(W)(BIKE SYML)(100MIL | EA | 209    | \$ | 275.27 | \$ | 57,531.43  | \$ | 260.00 | \$ | 54,340.00  | \$ | 240.00 | \$ | 50,160.00  |
| 75 | 666 | 7221 | RE PM TY II (Y)(CURB)                  | LF | 1,766  | \$ | 4.27   | \$ | 7,540.82   | \$ | 4.10   | \$ | 7,240.60   | \$ | 3.72   | \$ | 6,569.52   |
| 76 | 666 | 7346 | PAVEMENT SLER 4"                       | LF | 57,499 | \$ | 0.28   | \$ | 16,099.72  | \$ | 0.25   | \$ | 14,374.75  | \$ | 0.24   | \$ | 13,799.76  |
| 77 | 666 | 7351 | PAVEMENT SLER 18"                      | LF | 15,908 | \$ | 2.06   | \$ | 32,770.48  | \$ | 2.10   | \$ | 33,406.80  | \$ | 1.80   | \$ | 28,634.40  |
| 78 | 666 | 7352 | PAVEMENT SLER 24"                      | LF | 3,482  | \$ | 2.75   | \$ | 9,575.50   | \$ | 2.60   | \$ | 9,053.20   | \$ | 2.40   | \$ | 8,356.80   |
| 79 | 666 | 7353 | PAVEMENT SLER (ARROW)                  | EA | 28     | \$ | 123.87 | \$ | 3,468.36   | \$ | 113.00 | \$ | 3,164.00   | \$ | 108.00 | \$ | 3,024.00   |
| 80 | 666 | 7354 | PAVEMENT SLER (WORD)                   | EA | 11     | \$ | 137.64 | \$ | 1,514.04   | \$ | 130.00 | \$ | 1,430.00   | \$ | 120.00 | \$ | 1,320.00   |





CITY OF EL PASO  
PRICE TABULATION



BID TITLE: Downtown Bicycle Improvements Phase I TxDOT CSJ 0924-06-570

BID NUMBER: 2025-0219

BID DATE: September 17, 2025

Department: Capital Improvement

|  |     |      |                                      |    |        | Horizone Construction 1 Ltd |        | International Eagle Enterprises |           | Martinez Bros. Contractors, LLC |        |    |           |    |        |    |           |
|--|-----|------|--------------------------------------|----|--------|-----------------------------|--------|---------------------------------|-----------|---------------------------------|--------|----|-----------|----|--------|----|-----------|
|  |     |      |                                      |    |        | El Paso, TX                 |        | El Paso, TX                     |           | El Paso, TX                     |        |    |           |    |        |    |           |
|  |     |      |                                      |    |        | Bidder 4 of 6               |        | Bidder 5 of 6                   |           | Bidder 6 of 6                   |        |    |           |    |        |    |           |
| Base Bid I: Roadway, Traffic Signals, and Illumination Items - TxDOT CSJ 0924-06-570 |     |      |                                      |    |        |                             |        |                                 |           |                                 |        |    |           |    |        |    |           |
| 81   | 666 | 7356 | PAVEMENT SLER (DBL ARROW)            | EA | 17     | \$                          | 172.05 | \$                              | 2,924.85  | \$                              | 190.00 | \$ | 3,230.00  | \$ | 150.00 | \$ | 2,550.00  |
| 82   | 666 | 7357 | PAVEMENT SLER (TPL ARROW)            | EA | 1      | \$                          | 220.22 | \$                              | 220.22    | \$                              | 210.00 | \$ | 210.00    | \$ | 192.00 | \$ | 192.00    |
| 83   | 666 | 7366 | PAVEMENT SLER (ISLAND)               | SF | 8,444  | \$                          | 2.27   | \$                              | 19,167.88 | \$                              | 2.20   | \$ | 18,576.80 | \$ | 1.98   | \$ | 16,719.12 |
| 84   | 666 | 7368 | PAVEMENT SLER (BIKE ARROW)           | EA | 213    | \$                          | 110.11 | \$                              | 23,453.43 | \$                              | 104.00 | \$ | 22,152.00 | \$ | 96.00  | \$ | 20,448.00 |
| 85   | 666 | 7369 | PAVEMENT SLER (BIKE SYMBOL)          | EA | 209    | \$                          | 110.11 | \$                              | 23,012.99 | \$                              | 104.00 | \$ | 21,736.00 | \$ | 96.00  | \$ | 20,064.00 |
| 86   | 666 | 7402 | REFL PAV MRK TY I (W)4"(BRK)(100MIL) | LF | 1,758  | \$                          | 1.38   | \$                              | 2,426.04  | \$                              | 1.30   | \$ | 2,285.40  | \$ | 1.20   | \$ | 2,109.60  |
| 87   | 666 | 7405 | REFL PAV MRK TY I (W)4"(SLD)(100MIL) | LF | 29,031 | \$                          | 0.96   | \$                              | 27,869.76 | \$                              | 0.91   | \$ | 26,418.21 | \$ | 0.84   | \$ | 24,386.04 |
| 88   | 666 | 7414 | REFL PAV MRK TY I (Y)4"(BRK)(100MIL) | LF | 317    | \$                          | 1.38   | \$                              | 437.46    | \$                              | 1.30   | \$ | 412.10    | \$ | 1.20   | \$ | 380.40    |
| 89   | 666 | 7417 | REFL PAV MRK TY I (Y)4"(SLD)(100MIL) | LF | 26,357 | \$                          | 0.96   | \$                              | 25,302.72 | \$                              | 0.91   | \$ | 23,984.87 | \$ | 0.84   | \$ | 22,139.88 |
| 90   | 672 | 7006 | REFL PAV MRKR TY II-C-R              | EA | 93     | \$                          | 11.01  | \$                              | 1,023.93  | \$                              | 10.40  | \$ | 967.20    | \$ | 9.60   | \$ | 892.80    |
| 91   | 677 | 7001 | ELIM EXT PM & MRKS (4")              | LF | 26,338 | \$                          | 0.48   | \$                              | 12,642.24 | \$                              | 0.45   | \$ | 11,852.10 | \$ | 0.42   | \$ | 11,061.96 |
| 92   | 677 | 7004 | ELIM EXT PM & MRKS (8")              | LF | 3,085  | \$                          | 0.55   | \$                              | 1,696.75  | \$                              | 0.52   | \$ | 1,604.20  | \$ | 0.48   | \$ | 1,480.80  |
| 93   | 677 | 7007 | ELIM EXT PM & MRKS (18")             | LF | 10,471 | \$                          | 5.51   | \$                              | 57,695.21 | \$                              | 5.20   | \$ | 54,449.20 | \$ | 4.80   | \$ | 50,260.80 |
| 94   | 677 | 7008 | ELIM EXT PM & MRKS (24")             | LF | 5,992  | \$                          | 6.54   | \$                              | 39,187.68 | \$                              | 6.50   | \$ | 38,948.00 | \$ | 5.70   | \$ | 34,154.40 |
| 95   | 677 | 7009 | ELIM EXT PM & MRKS (ARROW)           | EA | 25     | \$                          | 137.64 | \$                              | 3,441.00  | \$                              | 130.00 | \$ | 3,250.00  | \$ | 120.00 | \$ | 3,000.00  |
| 96   | 677 | 7010 | ELIM EXT PM & MRKS (DBL ARROW)       | EA | 6      | \$                          | 172.05 | \$                              | 1,032.30  | \$                              | 143.00 | \$ | 858.00    | \$ | 150.00 | \$ | 900.00    |
| 97   | 677 | 7011 | ELIM EXT PM & MRKS (TPL ARROW)       | EA | 1      | \$                          | 240.86 | \$                              | 240.86    | \$                              | 230.00 | \$ | 230.00    | \$ | 210.00 | \$ | 210.00    |
| 98   | 677 | 7015 | ELIM EXT PM & MRKS (WORD)            | EA | 11     | \$                          | 240.86 | \$                              | 2,649.46  | \$                              | 220.00 | \$ | 2,420.00  | \$ | 210.00 | \$ | 2,310.00  |
| 99   | 677 | 7025 | ELIM EXT PM & MARKS (BIKE ARROW)     | EA | 16     | \$                          | 165.16 | \$                              | 2,642.56  | \$                              | 138.00 | \$ | 2,208.00  | \$ | 144.00 | \$ | 2,304.00  |
| 100  | 677 | 7027 | ELIM EXT PM & MARKS (BIKE SYMBOL)    | EA | 16     | \$                          | 165.16 | \$                              | 2,642.56  | \$                              | 138.00 | \$ | 2,208.00  | \$ | 144.00 | \$ | 2,304.00  |
| 101  | 678 | 7001 | PAV SURF PREP FOR MRK (4")           | LF | 57,499 | \$                          | 0.14   | \$                              | 8,049.86  | \$                              | 0.13   | \$ | 7,474.87  | \$ | 0.12   | \$ | 6,899.88  |
| 102  | 678 | 7007 | PAV SURF PREP FOR MRK (18")          | LF | 15,908 | \$                          | 1.31   | \$                              | 20,839.48 | \$                              | 1.25   | \$ | 19,885.00 | \$ | 1.14   | \$ | 18,135.12 |
| 103  | 678 | 7008 | PAV SURF PREP FOR MRK (24")          | LF | 3,482  | \$                          | 1.45   | \$                              | 5,048.90  | \$                              | 1.40   | \$ | 4,874.80  | \$ | 1.26   | \$ | 4,387.32  |



CITY OF EL PASO  
PRICE TABULATION



BID TITLE: Downtown Bicycle Improvements Phase I TxDOT CSJ 0924-06-570

BID NUMBER: 2025-0219

BID DATE: September 17, 2025

Department: Capital Improvement

|  |   |   |   |
|--|---|---|---|
|  | Horizone Construction 1 Ltd<br>El Paso, TX<br>Bidder 4 of 6 | International Eagle Enterprises<br>El Paso, TX<br>Bidder 5 of 6 | Martinez Bros. Contractors, LLC<br>El Paso, TX<br>Bidder 6 of 6 |
|--|---|---|---|

Base Bid I: Roadway, Traffic Signals, and Illumination Items - TxDOT CSJ 0924-06-570

|     |      |      |  |    |       |             |               |             |               |             |               |
|-----|------|------|--|----|-------|-------------|---------------|-------------|---------------|-------------|---------------|
| 104 | 678  | 7009 | PAV SURF PREP FOR MRK (ARROW)                    | EA | 28    | \$ 89.46    | \$ 2,504.88   | \$ 82.00    | \$ 2,296.00   | \$ 78.00    | \$ 2,184.00   |
| 105 | 678  | 7010 | PAV SURF PREP FOR MRK (DBL ARROW)                | EA | 17    | \$ 103.23   | \$ 1,754.91   | \$ 95.00    | \$ 1,615.00   | \$ 90.00    | \$ 1,530.00   |
| 106 | 678  | 7011 | PAV SURF PREP FOR MRK (TPL ARROW)                | EA | 1     | \$ 130.75   | \$ 130.75     | \$ 110.00   | \$ 110.00     | \$ 114.00   | \$ 114.00     |
| 107 | 678  | 7016 | PAV SURF PREP FOR MRK (WORD)                     | EA | 11    | \$ 165.16   | \$ 1,816.76   | \$ 150.00   | \$ 1,650.00   | \$ 144.00   | \$ 1,584.00   |
| 108 | 678  | 7026 | PAV SURF PREP FOR MRK (BIKE ARROW)               | EA | 213   | \$ 110.11   | \$ 23,453.43  | \$ 92.00    | \$ 19,596.00  | \$ 96.00    | \$ 20,448.00  |
| 109 | 678  | 7028 | PAV SURF PREP FOR MRK (BIKE SYMBOL)              | EA | 209   | \$ 110.11   | \$ 23,012.99  | \$ 92.00    | \$ 19,228.00  | \$ 96.00    | \$ 20,064.00  |
| 110 | 678  | 7033 | PAV SURF PREP FOR MRK (RPM)                      | EA | 147   | \$ 3.10     | \$ 455.70     | \$ 3.00     | \$ 441.00     | \$ 2.70     | \$ 396.90     |
| 111 | 685  | 7004 | INSTL RDSO FLSH BCN ASSM (SOLAR PWRD)            | EA | 10    | \$ 8,603.65 | \$ 86,036.50  | \$ 7,200.00 | \$ 72,000.00  | \$ 6,720.00 | \$ 67,200.00  |
| 112 | 752  | 7004 | STUMP REMOVAL                                    | EA | 1     | \$ 688.18   | \$ 688.18     | \$ 2,000.00 | \$ 2,000.00   | \$ 1,050.00 | \$ 1,050.00   |
| 113 | EP01 | 7001 | ANTI SLIP GREEN PAINT PED/BIKE PATH              | SF | 8,444 | \$ 31.66    | \$ 267,337.04 | \$ 30.00    | \$ 253,320.00 | \$ 27.60    | \$ 233,054.40 |
| 114 | EP02 | 7001 | LED DECORATIVE ILLUMINATION ASSEMBLY             | EA | 33    | \$ 1,956.60 | \$ 64,567.80  | \$ 2,200.00 | \$ 72,600.00  | \$ 1,620.00 | \$ 53,460.00  |
| 115 | EP03 | 7001 | REFL. PAV MRKR TY II G-G                         | EA | 54    | \$ 11.01    | \$ 594.54     | \$ 10.40    | \$ 561.60     | \$ 9.60     | \$ 518.40     |
| 116 | EP04 | 7001 | REMOVE RELOCATE & INSTALL PARKING METER ASSEMBLY | EA | 16    | \$ 556.37   | \$ 8,901.92   | \$ 3,200.00 | \$ 51,200.00  | \$ 600.00   | \$ 9,600.00   |
| 117 | EP07 | 7001 | PAVEMENT ACRYLIC SURFACER                        | SF | 86    | \$ 82.58    | \$ 7,101.88   | \$ 280.00   | \$ 24,080.00  | \$ 42.00    | \$ 3,612.00   |

|  |  |  |  |  |  |                |                |                |
|--|--|--|--|--|--|----------------|----------------|----------------|
| Sum Total Base Bid 1 (Items 1 Through 117) |  |  |  |  |  | \$2,859,999.00 | \$3,965,058.55 | \$2,996,211.71 |
| Bid Bond                                   |  |  |  |  |  | YES            | YES            | YES            |
| Amendments Acknowledged                    |  |  |  |  |  | YES            | YES            | YES            |

|                     |                           |                  |                         |           |
|---------------------|---------------------------|------------------|-------------------------|-----------|
| BIDS SOLICITED: 969 | LOCAL BIDS SOLICITED: 491 | BIDS RECEIVED: 6 | LOCAL BIDS RECEIVED : 5 | NO BID: 4 |
|---------------------|---------------------------|------------------|-------------------------|-----------|

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

**2025-0219 Downtown Bicycle Improvements Phase I**

**Views List**

| <u>No.</u> | <u>Participant Name</u>                           | <u>City</u>    | <u>State</u> |
|------------|---|----------------|--------------|
| 1          | AAA General Contractors, LLC                      | El Paso        | TX           |
| 2          | Abescape Landscaping, LLC                         | El Paso        | TX           |
| 3          | Alejandro Motta (Tri-State Electric)              | Vinton         | TX           |
| 4          | Allen Concrete, LLC                               | El Paso        | TX           |
| 5          | Amtek USA, Austin                                 | Houston        | TX           |
| 6          | Caballero Electric Co                             | El Paso        | TX           |
| 7          | Consolidated Traffic Controls, Inc.               | Arlington      | TX           |
| 8          | ConstructConnect                                  | Cincinnati     | OH           |
| 9          | Construction Reporter                             | Albuquerque    | NM           |
| 10         | CONSTRUCTION SOLUTION USA LLC                     | CARROLLTON     | TX           |
| 11         | Constructors, Inc.                                | Carlsbad       | NM           |
| 12         | DLC CONSTRUCTION INC                              | El Paso        | TX           |
| 13         | El Paso A.R.C. Electric, Inc.                     | El Paso        | TX           |
| 14         | Filterbuy Incorporated                            | Talladega      | AL           |
| 15         | G.R.A.C.E. Construction                           | El Paso        | TX           |
| 16         | GCC Sun City Materials, LLC                       | El Paso        | TX           |
| 17         | Harrington Construction LLC DBA HB Construction   | El Paso        | TX           |
| 18         | Hawk Construction                                 | El Paso        | TX           |
| 19         | HNTB Corporation                                  | El Paso        | TX           |
| 20         | Horizone Construction 1 LTD                       | El Paso        | TX           |
| 21         | International Eagle Enterprises                   | El Paso        | TX           |
| 22         | Martinez Bros. Contractors, LLC                   | El Paso        | TX           |
| 23         | Medlock Commercial Contractors, LLC.              | El Paso        | TX           |
| 24         | MoboTrex, Inc.                                    | Davenport      | IA           |
| 25         | MTI Ready Mix (MULLEN/TELLES INCORPORATED)        | El Paso        | TX           |
| 26         | PMI Pavement Marking, LLC (Pavement Marking, LLC) | EL PASO        | TX           |
| 27         | Prime Edge Painting                               | El Paso        | TX           |
| 28         | QANNEX CORP                                       | EL PASO        | TX           |
| 29         | Roger Brown Co. LLC                               | El Paso        | TX           |
| 30         | The PlanIt Room                                   | El Paso        | TX           |
| 31         | Veliz Construction (Veliz Company LLC)            | El Paso        | TX           |
| 32         | Virtual Builders Exchange                         | San Antonio    | TX           |
| 33         | WOFFORD TRUCK PARTS (TE EL PASO,LLC)              | EL PASO        | TX           |
| 34         | Zayza Irrigation & Landscape Inc                  | El Paso County | TX           |
| 35         | Zeraus Iluminacion                                | El Paso        | TX           |
| 36         | ZTEX Construction, Inc.                           | El Paso        | TX           |

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

## Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

## Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

## Contributor / Donor Information:

Full Name Eulogio Ortiz, President

Business Name El Paso A.R.C. Electric, Inc.

Agenda Item Type New Contract

Relevant Department Capital Improvement

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE     | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor      |                             |             |
| District 1 |                             |             |
| District 2 |                             |             |
| District 3 |                             |             |
| District 4 |                             |             |
| District 5 |                             |             |
| District 6 |                             |             |
| District 7 |                             |             |
| District 8 |                             |             |

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:  Date: 9/17/2025



Legislation Text

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File #: 26-0101, Version: 1

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**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043  
Environmental Services Department, Nicholas Ybarra, (915) 212-6025

**AGENDA LANGUAGE:**

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2026-0105 Posi-Shell to LSC Environmental Products, LLC, the sole source provider for Posi-Shell base mix, for a term of three (3) years for an estimated amount of \$189,354.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$109,269.00 for the initial term, which represents a 136.44% increase due to:

1. 420 additional bags from 900 to 1,320.
2. Price increase from \$42.60 to an average of \$47.82.
3. One (1) additional year to the contract from 2 to 3 years.

|                               |                                 |
|-------------------------------|---------------------------------|
| Department:                   | Environmental Services          |
| Award to:                     | LSC Environmental Products, LLC |
| City & State:                 | Apalachin, NY                   |
| Item(s):                      | All                             |
| Initial Term:                 | 3 Year                          |
| Option Term:                  | N/A                             |
| Total Contract Time:          | 3 Years                         |
| Annual Estimated Award:       | \$60,957.60 (Year 1)            |
| Annual Estimated Award:       | \$63,082.80 (Year 2)            |
| Annual Estimated Award:       | \$65,313.60 (Year 3)            |
| Initial Term Estimated Award: | \$189,354.00                    |
| Option Term Estimated Award:  | N/A                             |
| Total Estimated Award         | \$189,354.00                    |
| Account(s)                    | 334-3100-34130-531130-P3470     |
| Funding Source(s):            | Operating Funds                 |
| District(s):                  | All                             |

This is a Non-Competitive Award - Sole Source Contract.

Non-Competitive Procurement under Local Government General Exemption: Section 252.022: (7) a procurement of items that are available from only one source, (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing and Environmental Services Department recommend award as indicated to LSC Environmental Products, LLC, under the exemption listed above.

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



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



**DEPARTMENT:** Environmental Services  
Purchasing & Strategic Sourcing  
**AGENDA DATE:** January 20, 2026  
**PUBLIC HEARING DATE:** Not Applicable  
**CONTACT PERSON NAME:** Nicholas Ybarra, Environmental Services Director  
Claudia A. Garcia, Director  
**PHONE NUMBER:** (915) 212-6025  
**PHONE NUMBER:** (915) 212-0043  
**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2026-0105 Posi-Shell to LSC Environmental Products, LLC, the sole source provider for Posi-Shell base mix, for a term of three (3) years for an estimated amount of \$189,354.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

**BACKGROUND / DISCUSSION:**

This contract will provide posi-shell base mix for the landfill.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**SELECTION SUMMARY:**

This is a non-competitive procurement for Posi-Shell base mix authorized and required by TCEQ and standardization use for the landfill. Purchase complying under 252.022. General Exemptions (7) (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An increase of \$109,269.00 for the initial term, which represents a 136.44% increase due to:

1. 420 additional bags from 900 to 1,320.
2. price increase from \$42.60 to an average of \$47.82.
3. One (1) additional year to the contract from 2 to 3 years.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$189,354.00

Funding Source: Operating Funds

Account: 334-3100-34130-531130-P3470

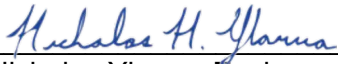
**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**


Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

| NAME                               | AMOUNT (\$) |
|------------------------------------|-------------|
| Form was provided to the applicant | N/A         |
|                                    |             |
|                                    |             |
|                                    |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Nicholas Ybarra, Environmental Services Director

  
\_\_\_\_\_  
Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form  
Non-Competitive

\*\*\*\*\*Posting Language Below\*\*\*\*\*

Please place the following item on the Regular Agenda for the City Council Meeting of January 20, 2026.

**Award Summary:**

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2026-0105 Posi-Shell to LSC Environmental Products, LLC, the sole source provider for Posi-Shell base mix, for a term of three (3) years for an estimated amount of \$189,354.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$109,269.00 for the initial term, which represents a 136.44% increase due to:

1. 420 additional bags from 900 to 1,320.
2. Price increase from \$42.60 to an average of \$47.82.
3. One (1) additional year to the contract from 2 to 3 years.

|                               |                                 |
|-------------------------------|---------------------------------|
| Department:                   | Environmental Services          |
| Award to:                     | LSC Environmental Products, LLC |
| City & State:                 | Apalachin, NY                   |
| Item(s):                      | All                             |
| Initial Term:                 | 3 Year                          |
| Option Term:                  | N/A                             |
| Total Contract Time:          | 3 Years                         |
| Annual Estimated Award:       | \$60,957.60 (Year 1)            |
| Annual Estimated Award:       | \$63,082.80 (Year 2)            |
| Annual Estimated Award:       | \$65,313.60 (Year 3)            |
| Initial Term Estimated Award: | \$189,354.00                    |
| Option Term Estimated Award:  | N/A                             |
| Total Estimated Award         | \$189,354.00                    |
| Account(s)                    | 334-3100-34130-531130-P3470     |
| Funding Source(s):            | Operating Funds                 |
| District(s):                  | All                             |

This is a Non-Competitive Award - Sole Source Contract

Non-Competitive Procurement under Local Government General Exemption: Section 252.022: (7) a procurement of items that are available from only one source, (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing and Environmental Services Department recommend award as indicated to LSC Environmental Products, LLC, under the exemption listed above.

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



## **POSI-SHELL® ENVIRONMENTAL COATINGS SOLE SOURCE CERTIFICATION**

This is to certify that The United States Patent Office has issued Patent Number 7,544,243 and Patent Number 8,029.616-B2 which cover the formulation of ingredients and methods unique to Posi-Shell® Environmental Coatings. No other vendors may infringe on these mixtures, including the use of pozzolanic mineral binders in landfill cover formulations, and therefore LSC Environmental Products, LLC is the sole source supplier of these methods and materials.



2183 Pennsylvania Ave., Apalachin, NY 13732 · 800-800-7671  
[www.LSCenv.com](http://www.LSCenv.com)

Issued to City of El Paso for dates 12/03/2025 to 12/31/2026

Revised: 12/3/2025-Domestic



## PURCHASING & STRATEGIC SOURCING DEPARTMENT

### SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Karen P Welch. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: LSC Environmental Products, LLC
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):  
Posi - Shell Base Mix
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Karen P Welch  
Signature

SUBSCRIBED AND SWORN to before me on this 11<sup>th</sup> day of November 2025.

Penny J Cronk  
Notary Public, State of New York  
Reg. No. 01CR0033793  
Qualified in Tioga County  
Commission Expires February 11, 2029

Penny J Cronk  
NOTARY PUBLIC

Penny J Cronk  
PRINTED NAME

February 11, 2029  
MY COMMISSION EXPIRES

COMPANY NAME: LSC ENVIRONMENTAL PRODUCTS, LLC

ADDRESS, CITY, STATE & ZIP CODE: 2183 Pennsylvania Avenue, Apalachin NY 13732

PHONE: 607-625-3050

FAX NUMBER: 607-625-2689

CONTACT NAME AND TITLE: Karen P Welch Chief Financial Officer

WEB ADDRESS: www.lscenv.com

EMAIL: lscfinance@lscenv.com

FEDERAL TAX ID NUMBER: 27-5340766

TEXAS SALES TAX NUMBER: 32043770828



# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

## Introduction:

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- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

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## Contributor / Donor Information:

|                     |  |
|---------------------|--|
| Full Name           | <u>Karen P. Welch</u>                    |
| Business Name       | <u>LSC Environmental Products LLC</u>    |
| Agenda Item Type    | <u>2026-0105 Posi-Shell</u>              |
| Relevant Department | <u>Environmental Services Department</u> |

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE     | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor      |                             |             |
| District 1 |                             |             |
| District 2 |                             |             |
| District 3 |                             |             |
| District 4 |                             |             |
| District 5 |                             |             |
| District 6 |                             |             |
| District 7 |                             |             |
| District 8 |                             |             |

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Ron P. Welch Date: December 9, 2025





Legislation Text

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**File #:** 26-0129, **Version:** 1

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**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**Districts 1, 3, 4, 5, 6, 7, 8**

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

**AGENDA LANGUAGE:**

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

Discussion and action on a Resolution that the City Manager, or designee, be authorized to deprogram the Hunter Drive, McCombs Street, Trawood Drive, Rojas Drive, Edgemere Boulevard, and Resler Drive Median Improvement Projects and the Tom Lea Park Slope Rehabilitation Project due to the City Council decision of not issuing remaining authorized certificates of obligation. Further that the City Manager, or designee, be authorized to make necessary cash budget transfers and execute any and all necessary documents for the transfer of a portion of the funding for the Tom Lea Park Slope Rehabilitation Project in the amount of \$1,820,200.16 to the Unprogrammed Project Balances Fund.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

***REVISED***

*12:17 pm, Jan 13, 2026*

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Gvette Hernandez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## **RESOLUTION**

**WHEREAS**, on December 18, 2017, as part of the 2018 Capital Plan, the El Paso City Council approved the Tom Lea Park Slope Rehabilitation Project for an estimated budget of \$8,411,993.00, with \$7,708,466.61 remaining after deducting expenses;

**WHEREAS**, further, on April 30, 2018, as part of the 2019 Capital Plan, the El Paso City Council approved the Hunter Drive, McCombs Street, Trawood Drive, and Rojas Drive Median Improvement Projects for an estimated budget of \$9,261,639.00, with \$8,423,746.28 remaining after deducting expenses for design work; and

**WHEREAS**, on April 30, 2018, as part of the 2019 Capital Plan, the El Paso City Council approved the Edgemere Boulevard and Resler Drive Median Improvement Projects for an estimated budget of \$15,883,700.00, with \$14,652,429.49 remaining after deducting expenses for design work; and

**WHEREAS**, on December 18, 2017, as part of the 2018 Capital Plan, the El Paso City Council approved the bond issue cost for an estimated budget of \$1,475,676, with \$951,942.05 remaining after deducting expenses for issuing the bonds and to account for issuance of public art and bond; and

**WHEREAS**, on April 30, 2018, as part of the 2019 Capital Plan, the El Paso City Council approved the bond issue cost for an estimated budget of \$2,155,176, with \$1,478,166.04 remaining after deducting expenses for issuing the bonds and to account for issuance of public art and bond; and

**WHEREAS**, City staff recommends that the Tom Lea Park Slope Rehabilitation project be deprogrammed from the 2018 Capital Plan and the Median Improvement Projects be deprogrammed from the 2019 Capital Plan, due to the City Council decision of not issuing remaining authorized certificates of obligation; and

**WHEREAS**, City staff further recommends a cash budget transfer, in the amount of \$1,820,200.16 from the deprogrammed Tom Lea Park Slope Rehabilitation project to the Unprogrammed Project Balances fund.

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

**THAT** the City Manager, or designee, be authorized to deprogram the Hunter Drive, McCombs Street, Trawood Drive, Rojas Drive, Edgemere Boulevard, and Resler Drive Lighting Projects; and

**THAT** the City Manager, or designee, be authorized to deprogram the Tom Lea Park Slope Rehabilitation project; and

**THAT** the City Manager, or designee, be authorized to make necessary cash budget transfers and execute any and all necessary documents for the transfer of a portion of the funding

for the Tom Lea Park Slope Rehabilitation project in the amount of \$1,820,200.16 to the Unprogrammed Project Balances fund.

**APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

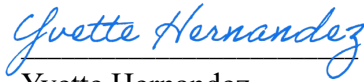
**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Yvette Hernandez  
Deputy City Manager



Legislation Text

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**File #:** 26-0119, **Version:** 2

---

**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**Districts 2, 3, 4, 7**

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

**AGENDA LANGUAGE:**

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

Discussion and action on a Resolution that the City Manager, or designee, be authorized to deprogram the following Sports Field Lighting Projects; McCord Ball Field, Ralph T. Cloud (Yucca Park) Ball Field, Grandview Ball Field, Skyline Ball Field, Franklin Ball Field, Lionel Forti Ball Field, Nations Tobin Pool, and Modesto Ball Field #3 due to not being financially feasible within the current available budget.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

**REVISED**

*12:28 pm, Jan 13, 2026*



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Gvette Hernandez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## **RESOLUTION**

**WHEREAS**, on December 9, 2019, as part of the 2020 Capital Plan, the El Paso City Council approved the following sports field lighting projects (“Sports Field Lighting Projects”):

- Reese McCord Ball Field
- Ralph T. Cloud (Yucca Park) Ball Field
- Grandview Ball Field
- Skyline Ball Field
- Franklin Ball Field
- Lionel Forti Ball Field
- Nations Tobin Pool
- Modesto Ball Field #3

**WHEREAS**, the total estimated budget for the eight Sports Field Lighting Projects listed above is \$737,000.00.

**WHEREAS**, City staff recommends that the eight Sports Lighting Projects listed above be deprogrammed from the 2020 Capital Plan because they are not financially feasible within the current available budget.

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

**THAT** the City Manager, or designee, be authorized to deprogram the following Sports Field Lighting Projects:

- McCord Ball Field
- Ralph T. Cloud (Yucca Park) Ball Field
- Grandview Ball Field
- Skyline Ball Field
- Franklin Ball Field
- Lionel Forti Ball Field
- Nations Tobin Pool
- Modesto Ball Field #3

(Signatures on the following page)

**APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.


**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Yvette Hernandez  
Deputy City Manager



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0108, **Version:** 1

---

### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

##### **All Districts**

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

#### **AGENDA LANGUAGE:**

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

Discussion and action on a Resolution to approve the Vision Zero Quick Build Program Policy and authorize the City Manager, or designee, to implement the program and execute any agreements, amendments to agreements, and/or documents necessary to implement the Quick Build Program.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

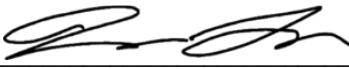
**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## **RESOLUTION**

**WHEREAS**, on June 6th, 2023, City Council adopted the Vision Zero Action Plan to eliminate traffic-related fatalities and serious injuries, while increasing safe, healthy, equitable mobility for all; and

**WHEREAS**, Vision Zero acknowledges that traffic accidents resulting in death or serious injury are largely preventable and that many factors contribute to safe mobility, including roadway design, speeds, behaviors, technology, and policies; and

**WHEREAS**, Vision Zero establishes clear strategies to achieve zero traffic fatalities and severe injuries, including adoption of a Vision Zero Quick Build Program Policy to streamline and expedite project delivery; and

**WHEREAS**, Quick-Build projects allow local governments to respond rapidly to dangerous roadway conditions, test design concepts before full capital investment, and deliver safety benefits in weeks or months rather than years; and

**WHEREAS**, Quick Build Programs are a core component of Vision Zero Programs nationwide; and

**WHEREAS**, establishing a formal Vision Zero Quick Build Program Policy will support the City's objectives related to Vision Zero, Complete Streets, and multimodal mobility, and will provide a transparent process for identifying, prioritizing, and implementing rapid safety improvements.

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

**THAT** the City Council hereby approves the Vision Zero Quick Build Program Policy attached as Exhibit "A" and authorizes the City Manager, or designee, to implement the program and execute any agreements, amendments to agreements, and/or documents necessary to implement the Quick Build Program as attached.

**THAT** adoption of the Vision Zero Quick Build Program Policy shall not commit the City of El Paso to specific funding levels or projects but shall provide guidance for the City's vision for ending traffic fatalities and serious injuries on El Paso streets.

(Signatures begin on the following page)



**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

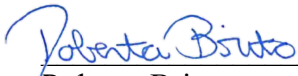
**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson Mayor

**ATTEST:**

Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Joaquin Rodriguez, AICP  
Director - CID Grant Funded Program

# VISION ZERO

EL PASO ★ ONE VISION FOR SAFE STREETS

## Quick Build Program Policy & Procedure Guide



CAPITAL IMPROVEMENT | MOBILITY PLANNING DIVISION

OCTOBER 2025

# QUICK BUILD PROGRAM

## POLICY & PROCEDURE GUIDE

### I. PROGRAM PURPOSE

In June 2023, the Vision Zero (VZ) Action Plan was adopted to eliminate traffic-related fatalities and serious injuries, and prioritize systemic safety improvements based on data, equity, and feasibility. This Vision Zero Quick Build Program intends to accelerate the implementation of safety improvements on El Paso high injury roadways through fast, cost-effective, and high-impact projects. This VZ Quick Build Program aligns with City's Complete Streets Policy (July 2022) and Streets Design Manual (April 2022). This program also aligns with the City of El Paso's Strategic Plan Goal #7, which is to enhance and sustain El Paso Infrastructure Network.

The City of El Paso's 311 system is designed for day-to-day maintenance requests. This includes fixing potholes, repairing streetlights, replacing damaged signs, or clearing debris. When residents notice something that needs routine maintenance, 311 is the right place to report it. The Quick Build Program, on the other hand, focuses on infrastructure safety improvements in areas with a documented crash history.

### II. PRE - QUALIFICATIONS

For a roadway to be considered for this Quick Build Program it must be a paved street within El Paso City Limits that is maintained by the City of El Paso and is also located on the High Injury Network (HIN), or within a quarter mile. The High Injury Network consist of City-maintained local streets with the highest concentrations of injury crashes.

### III. ANNUAL BUDGET

The Vision Zero Quick Build Program receives an annual allocation of \$750,000 from General Funds. Future program funding is contingent on annual General Funds. Funds may be used for planning, design, traffic studies, materials, and construction of quick build projects. Projects are programmed bi-annually based on available budget.

### IV. INTERDEPARTMENTAL COORDINATION

The Vision Zero Quick Build Program will be led by the Capital Improvement and Streets and Maintenance Departments. Capital Improvement Mobility Planning Division will lead project evaluation forms and crash reports, and project recommendations will be made in coordination with SAM and CID. **Final project locations, designs and materials are subject to the City Traffic Engineer Approval and will be sensitive to the impact on transit routes, stops and operations.**

# QUICK BUILD PROGRAM

## POLICY & PROCEDURE GUIDE

### IV. PROJECT SELECTION PROCESS

#### Step One: Public Input Portal

Members of the public, City Staff, and City Representatives can submit a project proposal via the Capital Improvement Vision Zero webpage using the Quick Build Project Submission Portal.

**Submissions may inform project selection, but are not determinative.**

#### Step Two: CID Preliminary Evaluation and Report

The Capital Improvement Transportation Planning Division, in collaboration with the Streets and Maintenance Department, will prepare bi-annual project evaluation reports for all submitted projects that are on the High Injury Network or have a high injury crash history. **Projects with no crash history will not be considered or evaluated.** Capital Improvement will utilize the Quick Build Project Selection Evaluation Form (**Appendix A**), which evaluates the following criteria:

- Proximity to existing public facilities, such as parks, recreation centers, schools, or transit
- Socioeconomic indicators, including areas with higher concentrations of households without access to a personal vehicle and lower median household income
- Locational crash history
- Detailed police reports of high-injury crashes
- Roadway classification and speed limit
- Constructability and readiness
- Existing conditions and driver behavior

#### Step Three: Multidisciplinary Working Group Evaluation

The Streets and Maintenance, Capital Improvement, and other relevant Departments will meet as a multidisciplinary working group to do a bi-annual review of submissions and prepare project and prioritization recommendations. The working group may request traffic studies from Streets and Maintenance or use funds to outsource.

#### Step Four: Mobility Advisory and Technical Review Committee

The Complete Street Mobility Advisory and Technical Review Committee will provide oversight on the project selection, design, and evaluation.

# QUICK BUILD PROGRAM

## POLICY & PROCEDURE GUIDE

### V. ELIGIBLE PROJECT TYPES AND MATERIALS

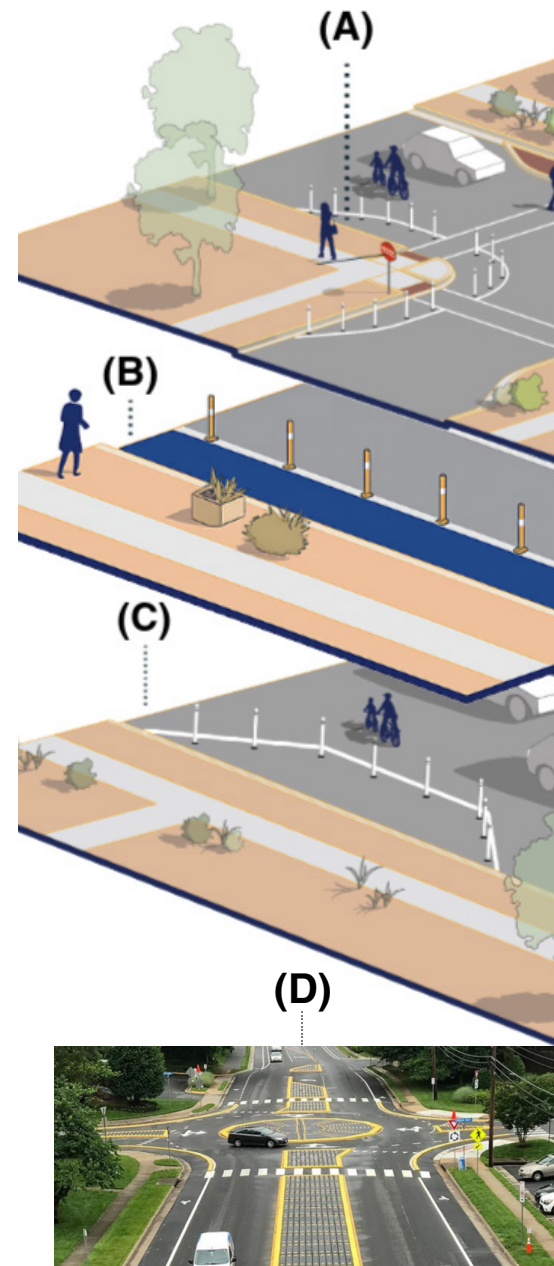
The following Quick Build project types are pre-approved with the design guidance included as part of **Appendix E**. These interventions are low-cost, flexible, and rapidly deployable, designed to test or pilot street improvements before permanent infrastructure is installed.

**(A) Quick Build Curb Extensions** (also called bulb-outs or neckdowns) extend the sidewalk or curb line into the parking lane or travel lane at intersections. They shorten crossing distances for pedestrians, reduce turning radii to slow down vehicles, and increase visibility between pedestrians and drivers. Typical materials include paint or thermoplastic for circular markings, flexible delineators or bollards, planters, asphalt art or decorative murals, and temporary yield signage.

**(B) Pop-up or Demonstration Bike Lanes** may be created in coordination with an educational event as protected or buffered cycling infrastructure before permanent installation. May be implemented along corridors or on one side of the street with striping, delineation, flexible posts, signage, asphalt art and cones.

**(C) Quick Build Chicanes** are a series of alternating curb extensions or barriers along a street designed to create a gentle curve that forces drivers to slow down. By narrowing the path of travel and requiring lateral movement, chicanes reduce vehicle speeds and discourage cut-through traffic. Common materials include paint, flexible curbing, decorative markings or asphalt art, signage, and flexible posts.

**(D) Quick Build Neighborhood Traffic Circles** (or roundabouts) slow vehicle speeds at intersections, reduce conflict points, and improve visibility for all users by replacing a traditional 4-way stop with a small circle that vehicles must yield around, calming traffic. These may be accomplished paint, flexible delineation, traffic signs, rubber curbing, or concrete domes. These may also be accomplished using a Modular Traversable Platform.



# QUICK BUILD PROGRAM

## POLICY & PROCEDURE GUIDE

**Pedestrian Crosswalks** are paint or rubber installations that indicate where pedestrians should cross, often paired with signage or curb extensions. They enhance pedestrian visibility, define crossing locations, and encourages yielding by drivers. These may be accomplished using high visibility paint, temporary signage, or a Modular Traversable Platform.

**Asphalt Art** can be used to increase the visibility of pedestrian zones, calm traffic through visual cues, and enhance the public realm. Asphalt Art signals to all roadway users that they are in a pedestrian oriented zone. They can be used at intersections, plazas, crosswalks, in traffic circles, or near schools and community centers. Artistic elements will be outside the traveled roadway, and comply with any applicable federal or state guidance. Art should be placed away from the travel path of vehicles. Designs must be simple, repeatable, and use approved color types as determined by the City Traffic Engineer.

**Road Diets (Narrowing) and Lane Reconfigurations** reduce vehicle speeds, reallocates space for bike lanes or wider sidewalks, and shortens pedestrian crossing distances.

**Interim Median Closures or Turn Restrictions** typically involve temporarily closing a median opening or restricting certain turning movements—such as left turns across traffic—using materials like paint, flexible posts, planters, or temporary barriers.

**Signal Timing Alterations** may be requested and studied as part of this program.

**Solar Powered Lighting** may be requested and installed as part of this program.

## VI. PROJECT INSTALLATION

**Design** The Design and installation will be a mixture of staff and consultant-led work. Public input during design will be limited to recognized neighborhood associations and impacted residents and organizations.

**Implementation Partners** Capital Improvement will coordinate with the Streets & Maintenance Department, Texas Department of Transportation, (where applicable), Metropolitan Planning Organization, Technical Review Committee, Mobility Advisory Committee, and community partners to coordinate project installation and timeline.

**Timeline** The typical project evaluation and selection period will occur twice a year and last between 2-4 months. A typical project cycle will be 6 - 12 months from identification to installation.

# QUICK BUILD PROGRAM

## POLICY & PROCEDURE GUIDE

### VII. PROGRAM EVALUATION & REPORTING

Before and after studies shall be conducted for select projects to assess impacts on speed, volumes, and user behavior. Results and studies will be incorporated into the annual Vision Zero Report as an appendix and live on the Vision Zero website. The Annual Vision Zero report appendix will be presented to the Council and will include the following information:

- Project locations and treatments
- Cost breakdown
- Crash trends
- Community engagement outcomes

### PROCESS OVERVIEW





# VISION ZERO

EL PASO ★ ONE VISION FOR SAFE STREETS

## Appendix A Project Selection Evaluation Form



CAPITAL IMPROVEMENT | MOBILITY PLANNING DIVISION

OCTOBER 2025

# QUICK BUILD PROGRAM

## PROJECT SELECTION EVALUATION

### DEPARTMENT OF CAPITAL IMPROVEMENT

### CITY OF EL PASO



The Vision Zero (VZ) Quick Build Program intends to accelerate the implementation of safety improvements on El Paso roadways through fast, cost-effective, and high-impact projects. This program aligns with the **City of El Paso's Vision Zero Action Plan** adopted Summer of 2023, to eliminate traffic-related fatalities and serious injuries, and prioritize systemic safety improvements based on data, equity, and feasibility. **Links in this form are indicated by bold blue font.**

Location:

Project Evaluator Name:

Date:

Description of Safety Concern:

**Does this project contain a segment on the **High Injury Network**?**

El Paso's High Injury Networks consist of City-maintained local streets with the highest concentrations of injury crashes.

**Crash History within 1/4 Mile (select multiple if applicable)\*\***

Fatal Crash History

Serious Injury Crash History

Minor Injury Crash History

No Crash History

No Injury Crash History

Possible Injury Crash History

**IF THERE IS NO INJURY CRASH HISTORY/HIN PROXIMITY DO NOT PROCEED WITH THIS FORM**

**MTP Classification** (select multiple if applicable)

Local

Minor

Ramp

Major

Collector

**MTP Context Area Designation**

Compact Urban

Rural

Drivable Suburban

**Ownership**

City

TxDOT

\*\*The project evaluator must create and attach a map detailing the historic crash data (5 Years) and attach it as part of this form. If there is a fatal or serious injury crash, the CRIS report must be attached as part of this form

# **QUICK BUILD PROGRAM**

## **PROJECT SELECTION EVALUATION**

### **DEPARTMENT OF CAPITAL IMPROVEMENT**

#### **CITY OF EL PASO**

#### **Socioeconomic Indicators**

The median household income of the census tract(s) :

The percent of households that do not have access to a personal vehicle in the tract(s) :

#### **Site Visit**

The following questions should be completed during a preliminary site visit.  
Select all that apply in all instances.

#### **Bicycle and Pedestrian Facilities**

Sidewalk or Bike Lane has nothing separating it from the street

Sidewalk or Bike Lane is less than 5ft wide

Bicycle lane is disconnected, or damaged

No Bicycle Lane or Sidewalk present

What does the Bike Plan recommend for the relevant road segments:

#### **Street Crossings & Intersections**

The road is too wide to cross easily  
(>2 driving lanes without a crossing island)

Traffic signals do not give sufficient time to cross

High pedestrian traffic area

Crosswalks are not located where people prefer  
to cross, are low visibility, absent, or are far apart

Crosswalks are faded or damaged

#### **Driver Behavior**

Drivers do not stop at signs or at crosswalks

Drivers do not yield to people walking

Drivers are distracted

Drivers take turns (especially right turns) too quickly

# **QUICK BUILD PROGRAM**

## **PROJECT SELECTION EVALUATION**

### **DEPARTMENT OF CAPITAL IMPROVEMENT**

#### **CITY OF EL PASO**

#### **Safety & Comfort**

What is the **regulatory speed**?

There is high volume traffic

Signage & roadway lights are few, not present, damaged, or not working

#### **Potential Complications**

Is there subsurface (underground) or drainage work that will conflict with quick-build improvements? If yes, please describe.

Are there existing easements? If yes, will they conflict with quick-build improvements? Please describe.

#### **Connectivity**

Are there proposed or possible connections to schools, neighborhoods, parks, or other Cultural and recreational amenities? If yes, please describe.



## APPENDIX E

# COUNTERMEASURE TOOLKIT

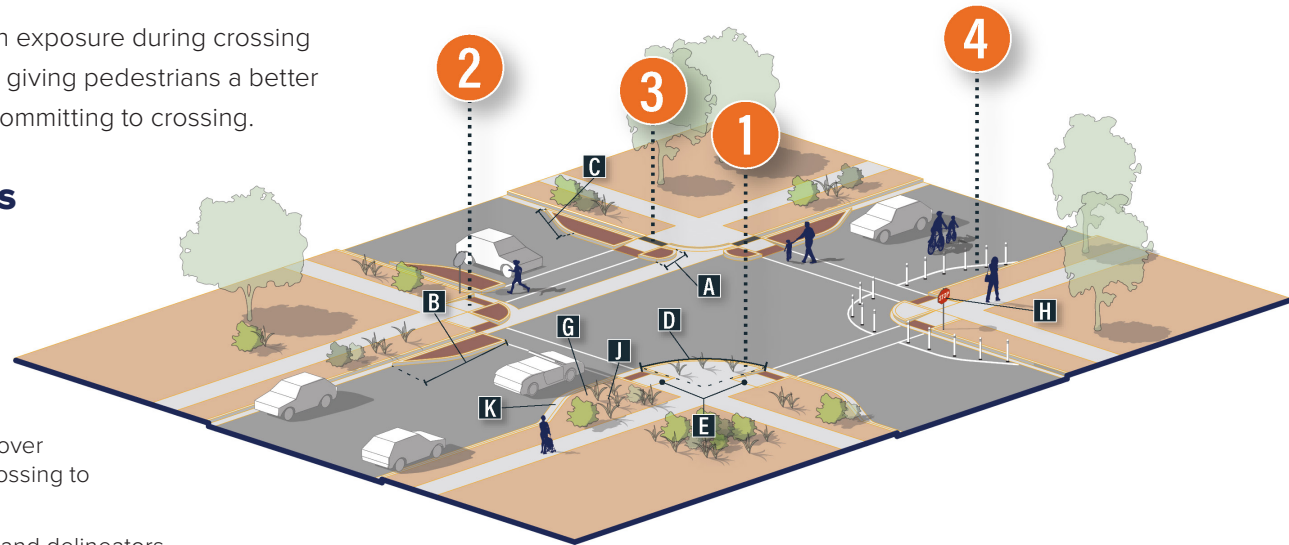
# Curb Extensions

Curb extensions minimize pedestrian exposure during crossing by shortening crossing distance and giving pedestrians a better chance to see and be seen before committing to crossing.



## Curb Extension Options

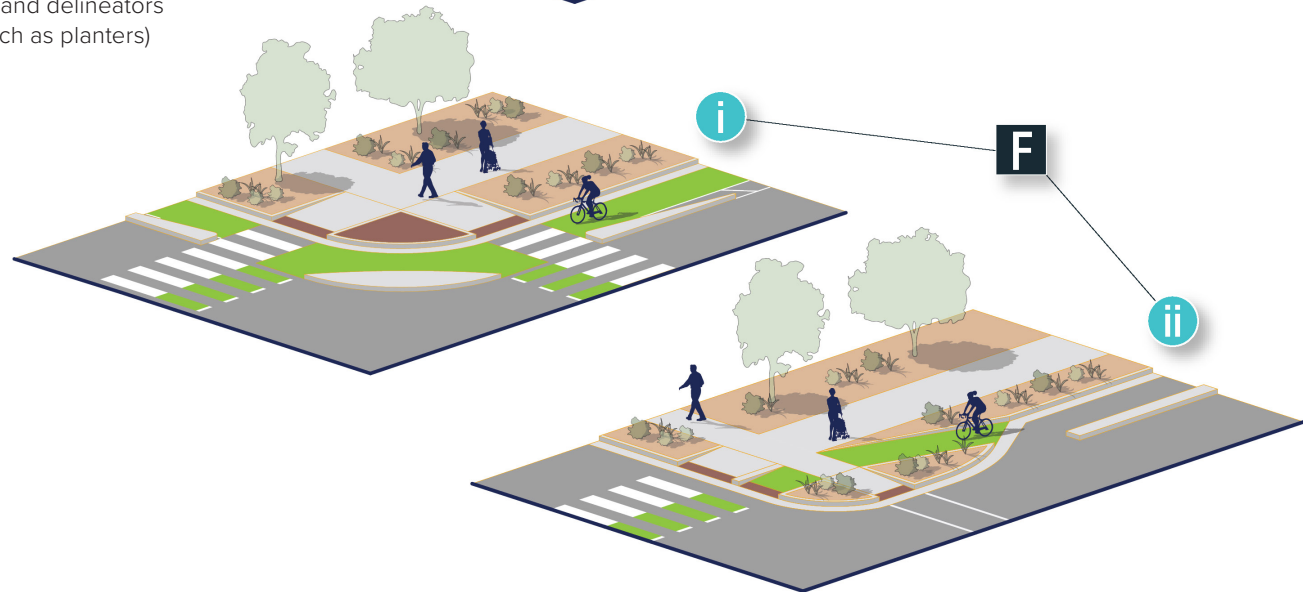
- 1 Full curb extensions which shift the curb line
- 2 Floating curb extensions which add islands to slow vehicles while maintaining existing drainage and ramps
- 3 Floating with ADA-compliant grates over the gutter to allow the pedestrian crossing to be shortened and new ramps
- 4 Quick build with striping, asphalt art and delineators (or other non-permanent features such as planters) as an interim or retrofit measure



## Bikeway Options F

- i Add floating islands (protected intersection)
- ii Incorporate into curb extension using bicycle ramps upstream and downstream

See Notes section F for more details







## Design Features

### A WIDTH

- ★ Curb extensions should be placed to avoid having the gutter in the vehicular travel lane
- ★ If a bike lane is not present, the extension should be 1 ft narrower than the parking lane
- ★ If a bike lane is present, the curb extension should incorporate the bike lane
  - If not possible, the extension should not narrow a bike lane to be less than 5 ft wide.
- ★ Extensions should narrow the roadway at the intersection to the minimums (see Lane Narrowing and the City of El Paso Street Design Manual for the values)
- ★ Minimum of 3' wide, preferable 6 ft wide for a typical parking lane

### B LENGTH (AND PARKING)

- ★ Curb extensions should be long enough to reinforce that parking is prohibited within the following areas, per the Texas Transportation Code:
  - Within 20 ft of a crosswalk at an intersection (including marked and unmarked)
  - Within 30 ft on the approach to a flashing signal, stop sign, yield sign, or traffic signal
  - Within 15 ft of a fire hydrant
- ★ Curb extensions can be made longer if other uses, such as transit stops, green infrastructure, such as a bioswale, or outdoor dining are desired. Refer to Note [J] for further information.
- ★ If parking spaces are marked or metered, curb extensions should extend to the next full parking space in order to discourage parking within a partial space.

### C TAPERS

- ★ A 5:1 taper is recommended, but 3:1 is acceptable in areas with high parking demand or where marked metered parking is present.
- ★ Reverse curves are the preferred transition type, but other types (angled or square) can be considered if constraints (such as presence of angled parking or drainage)
- ★ For efficient street sweeping, the minimum radius for reverse curves of the transition of 10 ft, and the radii should be approximately equal if possible.

### D CURB RADIUS

- ★ Curb extensions should be designed to promote slower speed turns.
- ★ Follow NACTO Urban Street Design Guide for determining design vehicle. A delivery truck (DL-23) should be the design vehicle for corners, except for:
  - Curb extensions in corners where buses frequently make right turns should be designed to accommodate the bus turning movement.
  - Curb extensions along roads with high volumes of heavy trucks should be designed for a WB-40 truck.
- ★ Curb extensions should be designed to accommodate infrequent vehicles as a control vehicle, which allows overtracking into the gutter, or opposing road as necessary to turn. Truck aprons with mountable curb or other elements to discourage smaller vehicles from making a higher speed turn should be used if the geometrics require the curb radius to be increased to accommodate the control vehicle.
  - A fire truck should be the control vehicle for all roads except those with high volumes of heavy trucks.
  - Along roads with high volumes of heavy trucks, a WB-62 should be the control vehicle.

### E ADA AND PEDESTRIAN NOTES

- ★ One curb ramp should be installed per direction, and the ramps should be perpendicular ramps unless not possible. Diagonal curb ramps (ie, ramps serving more than one crosswalk at a time) should be avoided unless not technically feasible.
- ★ Pedestrian visibility and sightlines should not be impeded with street furniture, signs, trees, or other amenities.

### F BICYCLE NOTES

- I. Add floating islands (protected intersection)
  - a. Use along corridors in areas where high pedestrian volumes are expected to separate modes.
  - b. Use at intersections of multiple bike facilities or in protected intersection design.
  - c. Use along bicycle boulevards to provide separation from vehicles.
  - d. Can be a cost-effective option if drainage reconstruction or full concrete curb extension is prohibitively expensive or technically challenging.





- II. Incorporate into curb extension using bicycle ramps upstream and downstream of intersection
  - a. Use at signalized intersections, where intersecting with shared use paths, or where crossing is shared with pedestrian crosswalk or uses refuge island.
  - b. Use along bicycle boulevards (shared lanes) to provide option for more comfortable crossing.
  - c. Use if intersection or crossing is raised.
  - d. Not recommended at unsignalized intersections along protected bikeways with high volumes.
  - e. Don't use along a corridor with high pedestrian volumes.
- III. Shorten curb extension and maintain bike lane through intersection
  - a. Use at unsignalized intersections on low-volume corridors with low levels of turning vehicles.
  - b. Not recommended where right turning vehicle volumes are high
  - c. Not recommended where buses or heavy trucks are present.

## **G** TRANSIT NOTES

- ★ Curb extensions can be used for in-lane transit stops
  - The stop must be able to accommodate an 8 ft long wheelchair lift.
- ★ If along a route with a bike lane, use floating bus stop design and put the bikeway between the transit stop and sidewalk
  - If not feasible, use shared bus/bike travel lane in the bus stop area, but avoid this on high-volume bicycle lanes

## **H** OPERATIONS NOTES

- ★ At signalized intersections, it can be used in place of, or in addition to, a Leading Pedestrian Interval to further enhance pedestrian crossing times.
  - If the curb radius has been designed to accommodate heavy trucks or buses, or if a truck apron is present, a Leading Pedestrian Interval should still be used.
- ★ Pedestrian and/or bicycle crossing distances are reduced, which reduces pedestrian clearance time or required bicycle signal green time, and can reduce overall cycle lengths while benefitting operations for all modes.
- ★ Raised crossings can be implemented to further improve yielding rates and reduce speeds.

## **I** SUSTAINABILITY NOTES

- ★ Curb extensions may incorporate plantings, bioswales, or other non-permeable infrastructure to assist with drainage, provide green space, and enhance the aesthetic of the streetscape.
- ★ For specific drainage guidance, refer to the City of El Paso Stormwater Design Guide Chapter 14, and the NACTO Urban Stormwater Design Guide.

## **J** MAINTENANCE AND DRAINAGE NOTES

- ★ Drainage may have to be adjusted, including moving existing catch basins or adding new catch basins.
- ★ Curb extensions should be designed to facilitate drainage.
- ★ Curb extensions must be designed to accommodate street sweeping activities, and to avoid buildup of road debris, particularly if a catch basin is not present at the corner.



## **Where Can Curb Extensions be Used?**

- ★ A roadway at any intersection with an on-street parking lane.
- ★ A roadway at any intersection with lanes wider than 13 ft, except:
  - 14 ft minimum lane width if heavy trucks or transit vehicles are frequent users, as well as rural arterials and rural collectors.
- ★ Most intersections are suitable, except:
  - Intersections with high volumes of heavy trucks (commercial or industrial) might not be suitable for extensions.
  - Intersections where roundabouts or neighborhood traffic circles are preferred.
- ★ Any intersection with bicycle lanes or shared-use paths intersecting (as part of a protected intersection)
- ★ Intersections with visibility constraints or wide turning radii, in order to improve pedestrian positioning to be more visible
- ★ Between intersections (midblock) to provide safe midblock crossings, in-lane bus stops, traffic calming, or easier

# Cross-Section Optimization

Cross-section optimization takes advantage of existing roadway space to create an optimal cross section for the safety of all roadway users.



## Design Features

### A DIMENSION NOTES

- ★ Lanes should be designed to the minimum width (see Lane Narrowing section).

### B ADA AND PEDESTRIAN NOTES

- ★ Midblock crossings should be installed where feasible.
- ★ If curb lines are being reconstructed, additional space should be given for wider sidewalks or buffers.

### C BICYCLE NOTES

- ★ Where space allows, an on-road bike lane (preferably buffered or separated) should be striped in the excess space.
  - If space does not allow, add shared lane markings in the center of the lane if posted speeds are 35 mph or lower.

### D TRANSIT NOTES

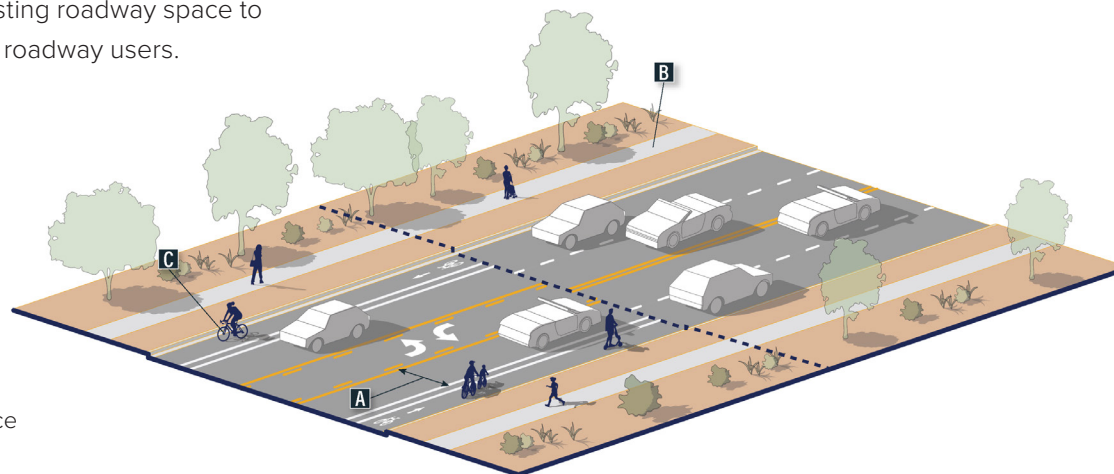
- ★ Transit enhancements can be implemented in the additional space, using curb extensions or bus bays as space allows
- ★ Dedicated transit lanes (or shared transit-bike lanes) can be implemented by repurposing the outside lanes if on a frequent transit route.

### E OPERATIONS NOTES

- ★ Signals should be adjusted and retimed in conjunction with a lane reconfiguration
- ★ Dedicated turn signals can be installed at signalized intersections that previously did not have a turn lane

### F PARKING NOTES

- ★ If desired, on-street parallel parking can be installed adjacent to the travel lane.
  - If this is preferred, curb extensions (striped or permanent) should be used at intersections to prevent parking in the intersection area.



## Cross Section Optimization Guidelines

| Existing Cross Section                            | Volume              | Recommended Cross Section                    |
|---|---------------------|--|
| 4-lane undivided<br>4+ lanes with median or TWLTL | <15,000 vpd         | 2-lane with median or TWLTL                  |
| 4-lane undivided<br>4+ lanes with median or TWLTL | 15,000 – 20,000 vpd | 2-lane with median or TWLTL                  |
| 4-lane undivided<br>4+ lanes with median or TWLTL | 20,000 – 30,000 vpd | 4 lanes with median or TWLTL                 |
| 4+ lanes with median or TWLTL                     | 30,000 – 35,000 vpd | 4 lanes with median or TWLTL                 |
| 4+ lanes with median or TWLTL                     | >35,000 vpd         | 6+ lanes with median (TWLTL not recommended) |

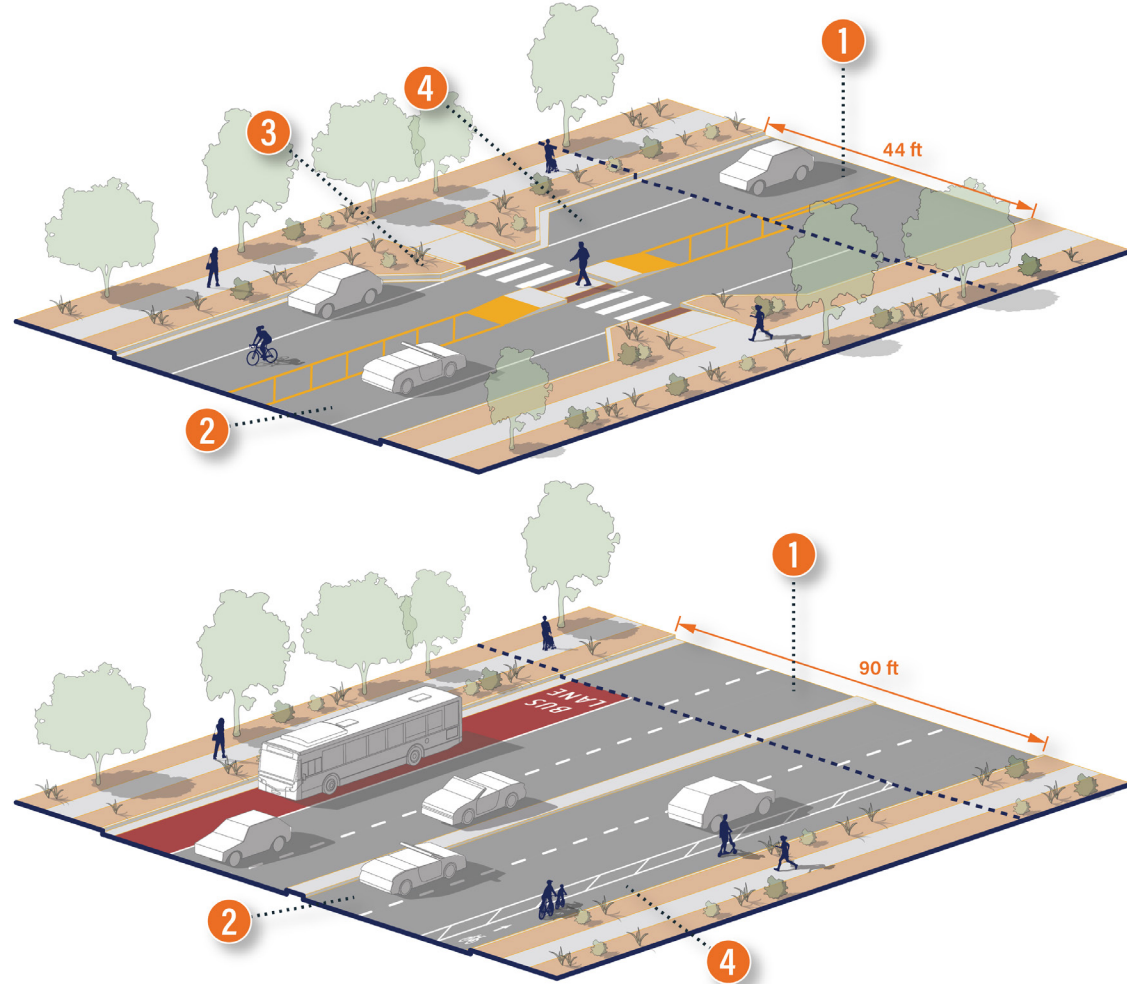
# Lane Narrowing

Cross-section optimization takes advantage of existing roadway space to create an optimal cross section for the safety of all roadway users.



## Lane Narrowing Elements

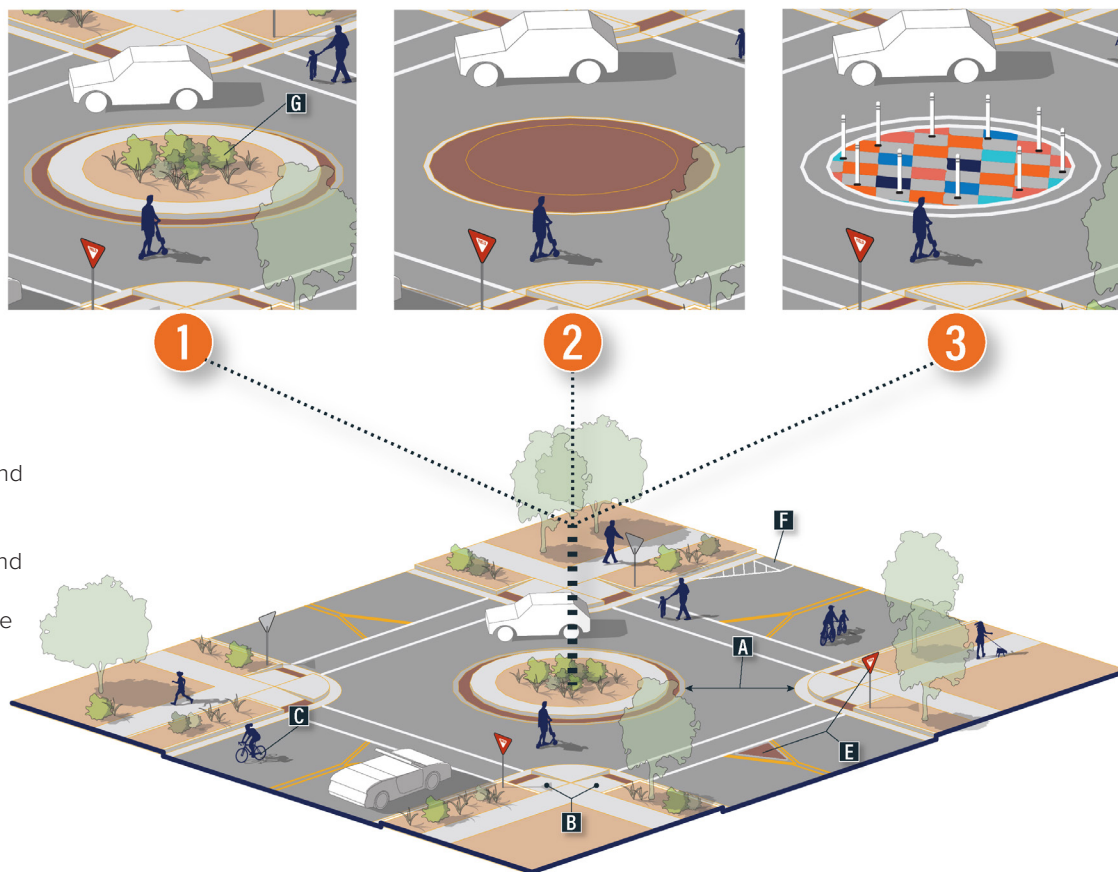
- 1 Lanes which are wider than standard (see table) encourage speeding.
- 2 Lanes should be designed to the minimum unless infeasible to the context of the road. Narrow lanes slow speeds by increasing driver awareness of surroundings, improving safety.
- 3 Narrower lanes can permit installation of bike facilities, or encourage other traffic calming measures such as curb extensions.
- 4 If parking is provided, it should be delineated.



| Lane Narrowing Guidelines |                     |  |
|---------------------------|---------------------|--|
| Context Area              | Road Type           | Lane Width   |
| Urban/Downtown            | Arterial, Collector | 10 ft (11 ft outside lane on high truck activity or transit route)   |
| Suburban                  | Arterial, Collector | 10 ft (11 ft lanes on roads with high truck activity, high volumes, transit routes, or adjacent to freeways) |
| Rural                     | Arterial, Collector | 11 ft (12 ft lanes if high-speed road or if paved shoulder not provided)                                     |
| All                       | Local/Neighborhood  | 10 ft (11 ft on roads with transit routes)   |

# Neighborhood Traffic Circles

Neighborhood Traffic Circles are raised or delineated islands placed at minor street intersections. They encourage slower motor vehicle movements and manage conflicts at the intersection so that users may enter in all directions with a yield on entry control. Raised island design can vary and may include mountable curbs or aprons, landscaping, and signage.



## Traffic Circle Options

- 1 Non-mountable center island
  - a. Similar to roundabout with plantings in center island
  - b. Truck apron with mountable curb
- 2 Fully mountable
  - a. Similar to mini roundabout but smaller central island
  - b. Mountable curb by infrequent vehicles (heavy trucks) while forcing most other vehicles to use the circle
- 3 Quick Build with striped truck apron, delineator central island, and other elements such as asphalt art as an interim or retrofit measure



## Design Features

### DIMENSION NOTES

- ★ Circulation lane should be 15 ft wide from the corner to the edge of the truck apron, or wide enough to accommodate design vehicle.
- ★ Truck apron should be wide enough to permit 15 ft lane, or wide enough to accommodate control vehicle.
- ★ Central island should have minimum diameter of 3 ft.
- ★ The center island and/or truck apron may be oval, oblong, or elongated to fit intersection geometry.



## B ADA AND PEDESTRIAN NOTES

- ★ Curb ramps with detectable warning surfaces and marked pedestrian crosswalks should be provided across all legs.
  - Ramps should serve only one crosswalk at a time unless the traffic circle is a quick build (interim) improvement. If the curb ramps are not ADA compliant, they must be brought into compliance.
- ★ Can be used with curb extensions to narrow pedestrian crossing distance and slow entering vehicles, as well as provide space for upgraded ADA ramps.

## C BICYCLE NOTES

- ★ On roads with shared lane markings, such as bicycle boulevards, traffic circles may be preferred to maintain momentum at unsignalized intersections.
- ★ Add shared lane markings in the center of the circulatory roadway and on approach to the traffic circle.
- ★ On roads with striped bike lanes, neighborhood traffic circles should be avoided unless no other traffic calming treatment would be appropriate.
  - If bike lanes must be used with a traffic circle, transition to shared lane markings in advance of the intersection and install appropriate vertical or horizontal traffic calming features, such as chicanes or speed cushions in the vehicle lane, to reduce speeds.

## D TRANSIT NOTES

- ★ Neighborhood traffic circles may be used on high-frequency transit routes
- ★ On bus routes, the island should be designed such that the bus does not have to mount a curb to proceed (i.e., use a striped or partially-striped truck apron in such a case)

## E OPERATIONS NOTES

- ★ Permanent (concrete) splitter islands should be avoided, unless providing pedestrian refuge on a wider road. A striped splitter island should be provided using centerline striping that reinforces the right-turn.
- ★ If speeds are low, horizontal deflection of entering vehicles is not necessary, particularly if control vehicles are allowed to fully mount the central island or use the circulating roadway wrong way to turn left.
  - On higher-volume roads or roads with speed limits higher than 30 mph, a mini-roundabout with horizontal deflection may be more appropriate.
- ★ Traffic calming strategies, such as curb extensions, chicanes, or speed cushions, should be used to slow vehicles entering the intersection.

- ★ If one approaching road is 32 ft or wider, consider using a mini roundabout with a larger central island instead of using a neighborhood traffic circle if the geometrics permit.
  - Curb extensions on local streets could be used to narrow the footprint of the intersection in lieu of a larger central island.
- ★ Yield signs are preferred, but the intersection can be all-way stop controlled if warranted.

## F PARKING NOTES

- ★ Parking should be daylighted either with striping and delineators, or with physical features such as choker islands or curb extensions, at least 30 ft in advance of the yield line or stop bar of the traffic circle.

## G SUSTAINABILITY, MAINTENANCE AND DRAINAGE NOTES

- ★ When feasible, central islands should incorporate plantings, bioswales, or other non-permeable infrastructure to assist with drainage and enhance the aesthetics of the intersection.
- ★ To maintain sight distances, any plantings within the island should be no higher than 3 ft tall.
- ★ Green stormwater infrastructure must be coordinated with the relevant departments, particularly for inlet locations and maintenance of the plantings.



## Where Can Neighborhood Traffic Circles be Used?

- ★ Intersections of local streets or low-volume collectors
- ★ AADT maximum of 7,500 (to match El Paso NTMP threshold), with any of the following lane configurations:
  - 2-lane two-way roadways
  - 1-lane one-way roadways
  - 3-lane two-way roadways (one lane in each direction + two-way left turn lane)
- ★ Low volume of heavy trucks
  - If heavy truck volume is predominantly through (not turning), can be acceptable



# Chicanes

Chicanes slow drivers by alternating parking or curb extensions along a corridor. They force drivers to yield to oncoming traffic before navigating around the chicane.



## Chicane Options

- 1 Full curb extension with modified drainage
- 2 Floating islands to preserve existing drainage
- 3 Quick build using striping and raised delineators
- 4 Alternating parking lanes



## Design Features

### A DIMENSION NOTES

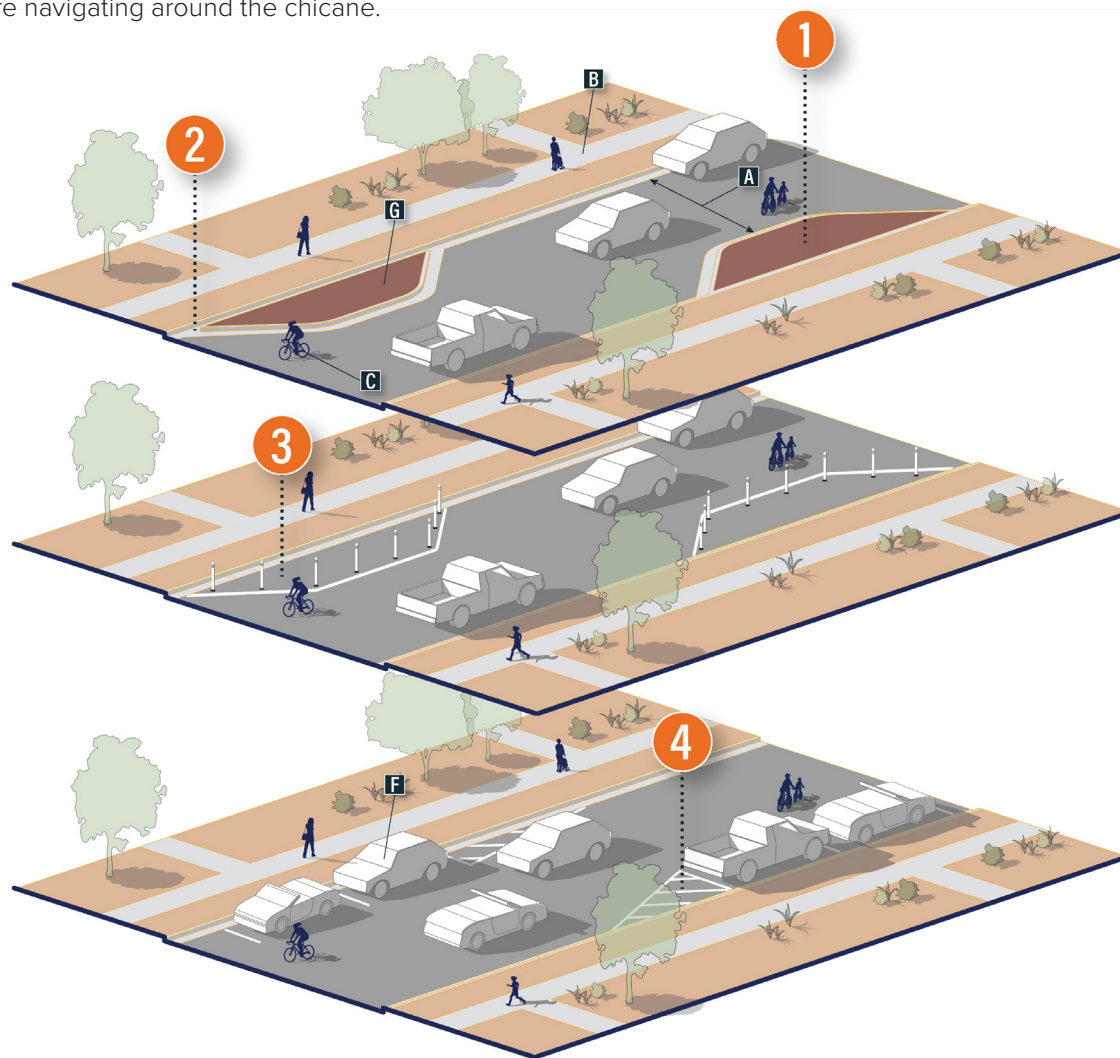
- ★ Preserve 20 ft wide roadway through chicane, then transition back.
  - 22 ft wide minimum for transit routes or roads with heavy trucks.
- ★ On roadways with transit routes or heavy trucks, the appropriate design vehicle should be able to clear the chicane in-lane.

### B ADA AND PEDESTRIAN NOTES

- ★ Crosswalks and curb ramps should not be installed as part of the chicane
  - Crosswalks and ramps can be installed downstream of a chicane to benefit from the speed reduction of the chicane

### C BICYCLE NOTES

- ★ Continue without deflection
- ★ On roads with shared lane markings, use a slightly widened cross section for the road (22 ft), and consider a hardened centerline or median through the chicane to avoid vehicles crossing over the lane.





## **D TRANSIT NOTES**

- ★ On roads with bus routes, chicanes should be designed for the bus to clear the chicane without crossing over the lanes

## **E OPERATIONS NOTES**

- ★ A hardened centerline or median can be used in addition to the curb extension or alternating parking

## **F PARKING NOTES**

- ★ Parking can be used instead of curb extensions or floating islands as the chicane element
  - The “chicane” effect is gained from switching the side of the road of the parking
- ★ Parking should be prohibited in advance of the chicane and should not be provided within the chicane itself.
- ★ Parallel parking is preferred, but chicanes can work with angle parking if space allows. Back-in angle parking would be preferable to head-in angle parking.

## **G SUSTAINABILITY, MAINTENANCE AND DRAINAGE NOTES**

- ★ When feasible, the curb extensions or floating islands should incorporate plantings, bioswales, or other non-permeable infrastructure to assist with drainage and enhance the aesthetics of the intersection.
- ★ Green stormwater infrastructure must be coordinated with the relevant departments, particularly for inlet locations and maintenance of the plantings.



### **Where Can Chicanes be Used?**

- Two-lane and four-lane roadways, mid-block
- In advance of a midblock pedestrian crossing (but not containing the crosswalk)





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

---

**File #:** 26-0104, **Version:** 2

---

### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

##### **All Districts**

Police, Assistant Chief Juan F. Briones, (915) 212-4304

#### **AGENDA LANGUAGE:**

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

Discussion and action on a Resolution authorizing the City Manager or designee to ratify the outstanding invoice owed to Goldbelt Security LLC totaling \$50,000.00 relating to services rendered to the El Paso Police Department for Hicks Police Training and to sign any related paperwork to pay the outstanding invoice and authorize any budget transfers necessary to effectuate the payment of the outstanding invoice.

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



**DEPARTMENT:** El Paso Police

**AGENDA DATE:** 1/20/26

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief J. F. Briones #1609

**PHONE NUMBER:** 915-212-4304

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:**

Goal 2- Set the Standard for a Safe and Secure City

**SUBGOAL:**

2.1 Maintain Standing as one of the nation's top safest cities.

**SUBJECT:**

Discussion and action on a resolution authorizing the City Manager or designee to ratify the outstanding invoice owed to Goldbelt Security LLC totaling \$50,000.00 relating to services rendered to the El Paso Police Department for Hicks Police Training and to sign any related paperwork to pay the outstanding invoice and authorize any budget transfers necessary to effectuate the payment of the outstanding invoice.

**BACKGROUND / DISCUSSION:**

On November 1, 2022 the City of El Paso, El Paso Police Department, and Goldbelt Security LLC (also known as Hicks Police Training, HPTS), entered into a contract in which Goldbelt Security LLC is compensated an aggregated amount not to exceed \$100,000.00. On November 1, 2024 and amendment was implemented extending the duration of the contract for one year beginning November 1, 2024 to October 31, 2025. There are outstanding invoices that are owed to Goldbelt in the amount of \$50,000.00 for the service period of September 2024 to August 2025 for instructor recertification, original officer certifications, recruit certifications, and train the trainer courses.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

On November 1, 2022 the City of El Paso, El Paso Police Department, and Goldbelt Security LLC (also known as Hicks Police Training, HPTS), entered into a contract in which Goldbelt Security LLC is compensated an aggregated amount not to exceed \$100,000.00. Duration of the contract was from November 1, 2022 through October 31, 2024. On November 1, 2024 and amendment was implemented extending the duration of the contract for one year beginning November 1, 2024 to October 31, 2025.

**AMOUNT AND SOURCE OF FUNDING:**

\$50,000.00 - General Funds 321-1000-21000-522150

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

Exec. A/C Victor Zarur #1515

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## RESOLUTION

**WHEREAS**, on November 1, 2022, the City of El Paso, El Paso Police Department and Goldbelt Security, LLC (also known as Hick Police Training, HPTS), entered into a contract in which Goldbelt Security, LLC is compensated in an aggregate amount not to exceed \$100,000.00 over two years beginning November 1, 2022 and terminating on October 31, 2024 for general consulting services and general expert services in association with the El Paso Police Department on civil rights lawsuits; and

**WHEREAS**, on November 1, 2024, an amendment was implemented extending the duration of the contract for one year beginning November 1, 2024 through October 31, 2025; and

**WHEREAS**, there are outstanding invoices that are owed to Goldbelt in the amount of \$50,000.00 for the service period of September 2024 to August 2025 for instructor recertification, original officer certifications, recruit certifications and Train the Trainer courses.

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

1. **THAT** the City Council ratify the outstanding amount of \$50,000.00 associated with the costs relating to the services provided by Goldbelt Security, LLC,
2. **THAT** the City Manager or designee be authorized to sign any related paperwork to pay the outstanding invoices and authorize budget transfers necessary to effectuate the payment of the outstanding invoices.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

*(Signatures continue on the following page)*

*(Signature page)*

**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor


**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Peter Pacillas  
Chief of Police Department

**THE STATE OF TEXAS    )       FIRST AMENDMENT TO PROFESSIONAL**  
                                      )  
**COUNTY OF EL PASO    )       SERVICES CONTRACT**

This First Amendment to the Professional Services Contract ("**First Amendment**") is made on 18 October , 2024 and is between the City of El Paso, a municipal corporation under the laws of the State of Texas (the "**City**") and Goldbelt Security LLC, also known as Hicks Police Training (HPTS) ("**Contractor**")

**WHEREAS**, on October 26, 2022, the City and the Contractor entered into a Professional Services Contract (the "**Contract**") for a duration of 2 (two) years; and

**WHEREAS**, per Section 10 Amendments of the Contract, this contract may be extended, renewed or otherwise amended at any time with written consent of the parties; and

**WHEREAS**, the parties wish to amend the Contract to address changes in Section 6 Duration of Contract.

**NOW, THEREFORE**, the City and Contractor agree as follows:

1. Section 6. Duration of Contract is amended to read as follows:

This Contract shall be in full force and effect for one (1) year beginning November 1, 2024 through October 31, 2025, with one (1) year option to extent for one (1) year.

2. Except as expressly amended by this First Amendment, the Agreement remains in full force and effect as written therein

*[Signatures begin on the following page]*

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**FIRST AMENDMENT TO PROFESSIONAL  
SERVICES CONTRACT**

**CITY OF EL PASO:**

Mario M. D'Agostino  
Dionne Mack Mario M. D'Agostino Deputy City Manager  
City Manager  
Date signed: 10/21/2024

**APPROVED AS TO FORM:**

E. Gutierrez  
Eric Gutierrez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

Peter Pacillas  
Peter Pacillas, Chief  
El Paso Police Department

**CONTRACTOR:  
GOLDBELT SECURITY. LLC**

William R. Jarvis  
Name: William R. Jarvis  
Title: President  
Date: 18 October 2024



**RECEIVED**

*By City Clerk's Office at 4:20 pm, Oct 26, 2022*

STATE OF TEXAS

§

**PROFESSIONAL SERVICES CONTRACT**

COUNTY OF EL PASO

§

§

This Professional Services Contract ("Contract"), made on behalf of the **CITY OF EL PASO** ("City") and **GOLDBELT SECURITY, LLC**, also known as **HICK POLICE TRAINING (HPTS)** ("Contractor"), witnesseth:

1. **HIRING OF CONTRACTOR.** The City hereby hires Contractor as a consultant to perform the following limited services under the terms and conditions hereinafter stated, and Contractor hereby agrees and accepts to perform such services:

(a) Contractor shall perform general consulting services to assist the management team of the City of El Paso Police Department ("Department"), as directed by the Department regarding general law enforcement best practices analysis, police officer training and management development, and such other services as may be deemed necessary by the Department on behalf of the City, and as agreed upon by the parties.

(b) Contractor shall also provide general expert services in association with the Department on civil rights lawsuits.

(c) Contractor will complete said activities under the direction and management of Lewis R. Hicks (HPTS). Lewis R. Hicks will be the primary participant for the Contractor, but other members will be allowed to participate in the activities listed under the Contractor as deemed necessary by the parties.

(d) Contractor shall be compensated in the amount of \$250.00 per hour for the services outlined in this Contract, plus travel expenses. From November 1, 2022 through October 31, 2023, the City shall pay Contractor an amount not to exceed \$50,000.00. From November 1, 2023 through October 31, 2024, the City shall pay Contractor an amount not

to exceed \$50,000.00. In no event shall the City pay Contractor an aggregate amount exceeding \$100,000.00 over the twenty-four months of this Contract. Contractor must maintain complete and accurate records for reimbursement for services performed in accordance with this Agreement. Travel expenses, including meals and lodging, will be reimbursed by the City upon provision of invoices showing such expenses. The mode of travel whenever feasible shall be by commercial carrier air travel, and shall be the most economical available, but in any event shall never exceed coach fare by air. The City of El Paso will not reimburse for air travel expenses in excess of standard coach or economy fares. Reimbursement for automobile mileage shall not exceed the amount per mile deductible under the Internal Revenue Code as a business expense.

2. **LOCATION OF PERFORMANCE.** Such services shall be performed in the City and County of El Paso, State of Texas.

3. **COMMENCEMENT OF WORK.** This contract shall be effective November 1, 2022.

4. **PROOF OF CITIZENSHIP.** Contractor agrees to comply with the Immigration Reform and Control Act. Contractor agrees to complete all necessary forms or documents, including Form I-9, and to provide proof of United States citizenship or lawful residency and work status within three (3) days of execution of this contract.

5. **INDEPENDENT CONTRACTOR.** The Contractor understands and agrees that it will be an independent contractor. Hence, except as may be expressly and unambiguously provided in this contract, no partnership or joint venture is intended to be created by this contract; nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or representatives is intended

by this contract. As an independent contractor, Contractor understands and agrees that it will be responsible for its respective acts and omissions, and the City, including the Department, shall in no way be responsible as an employer to the Contractors, its employees, officers, agents or representatives who perform services in connection with this contract.

6. **DURATION.** This Contract shall be in full force and effect for twenty-four months beginning November 1, 2022 and terminating October 31, 2024.

7. **TERMINATION AND NOTICE.** Any party may terminate this contract by giving the other party thirty (30) days written notice. Should the City or Department have cause to terminate this contract, said contract may be terminated immediately upon notification to the Contractor of the cause for termination. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the other party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this contract. Except as otherwise provided, all duties and obligations of the parties shall cease upon termination or expiration of this contract.

Notices required herein shall be mailed, certified mail, return receipt requested to the following:

CITY OF EL PASO: Office of City Attorney  
Attn: City Attorney  
300 N. Campbell  
El Paso, Texas 79901

Copy to: El Paso Police Department  
Attn: Chief of Police  
911 N. Raynor  
El Paso, Texas 79903

CONTRACTOR: Goldbelt Security, LLC  
Hicks Police Training  
601 Pilot House, Dr. Suite 400  
Newport News, VA 23606

8. **LAW GOVERNING CONTRACT AND VENUE.** This contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

9. **FUNDS & PAYMENT.** This contract for professional services is contingent on available funds. Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices are to be submitted in single copy to the El Paso Police Department. Late Payment fees will incur at the State of Texas statutory rate.

10. **AMENDMENTS.** This contract may be extended, renewed or otherwise amended at any time by the mutual written consent of the parties. No modification of this contract or waiver of the terms or conditions shall be binding upon either party unless approved in writing by each party.

11. **ASSIGNMENT OR SUBLETTING.** This contract shall not be assigned or sublet in whole or in part.

12. **ENTIRE AGREEMENT.** This contract constitutes the entire agreement between the parties relating to the terms and conditions of this contract. Unless expressly stated, this contract confers no rights on any person(s) or business entity(s) that is not a party hereto. Further, this contract may be amended pursuant to the terms stated above.

13. **SEVERABILITY.** All agreements and covenants contained in this contract are severable. Should any term, condition or provision of this contract be declared invalid by a court of competent jurisdiction, the parties intend that all other terms, conditions and provisions of this contract should be valid, binding and have full force and effect as if the invalid portion had not be included.

14. **WARRANTY OF CAPACITY TO EXECUTE CONTRACT.** The person signing this contract on behalf of Contractor warrants that he/she has the authority to do so and to bind Contractor to this contract and all the terms and conditions contained herein.

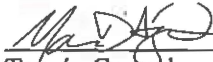
**(Signatures Follow on Next Page)**

**RECEIVED**

**By City Clerk's Office at 4:20 pm, Oct 26, 2022**

IN WITNESS WHEREOF, the parties hereto execute this Contract.

**THE CITY OF EL PASO**

FOR  Mario M. D'Agostino Deputy City Manager  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
Eric Gutierrez  
Assistant City Attorney

**APPROVED AS TO FORM:**

  
Gregory K. Allen  
Chief of Police

**CONTRACTOR:**

**GOLDBELT SECURITY, LLC  
HICKS POLICE TRAINING**

 Acting  
Bill Jarvis  
President



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0114, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

##### **All Districts**

Police, Chief Peter Pacillas, (915) 212-4302

#### **AGENDA LANGUAGE:**

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

Discussion and action to approve budget transfer to increase FY2026 Confiscated Funds and appropriations a total of \$699,558 in State and Federal Confiscated funds.



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



**DEPARTMENT:** Police

**AGENDA DATE:** 1/20/26

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Chief of Police, Peter Pacillas

**PHONE NUMBER:** 915-212-4302

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:**

Goal 2: Set the Standard for a Safe and Secure City

**SUBGOAL:**

Increase public safety operational efficiency

**SUBJECT:**

Discussion and action to approve budget transfer to increase FY2026 Confiscated Funds and appropriations a total of \$699,558 in State and Federal Confiscated funds.

**BACKGROUND / DISCUSSION:**

Funds are received through awards made by the Asset Forfeiture Program and must be used to further law enforcement activities. The proposed FY2026 Confiscated Funds Budget allow the Police Department to purchase public safety equipment, provide training to employees and funds substance abuse and prevention programs. The large planned purchases are detailed in the attachment.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

City Council approved FY25 Confiscated Funds Budget Transfer of \$460,300 on January 21, 2025.

**AMOUNT AND SOURCE OF FUNDING:**

Funding from State, Federal and Treasury Confiscated Funds

321-21270-2814

321-21270-2812

321-21270-2816

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

None

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*



**DEPARTMENT HEAD:**

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## EI PASO POLICE DEPARTMENT

### Confiscated Fund FY 2026 Budget Requests

|                          |                                | Estimated     |
|--------------------------|--------------------------------|---------------|
| Section                  | Item Description               | Cost          |
| Department Wide          | Travel funds                   | \$ 100,000.00 |
| Department Wide          | Outside Contracts-Audit Fees   | \$ 5,000.00   |
| Department Wide          | Lexipol System                 | \$ 236,000.00 |
| Department Wide          | Police Explorers Program       | \$ 15,000.00  |
| Community Development    | 10% of State Confiscated Funds | \$ 31,748.00  |
| Department Wide          | Furniture Replacement          | \$ 25,000.00  |
| Fusion Center            | Software Subscriptions         | \$ 126,000.00 |
| Dignitary Protection     | Leased Vehicles Dig Pro        | \$ 10,830.00  |
| Internal Affairs         | Leased Vehicles IA             | \$ 58,380.00  |
| Digital Video Recording  | Axon Camera Licenses           | \$ 71,600.00  |
| Organized Crime Division | Confidential Informant Funds   | \$ 20,000.00  |
|                          |                                | \$ 699,558.00 |



# El Paso Police Department

## MAYOR

Renard U. Johnson

## CITY COUNCIL

### District 1

Alejandra Chávez

### District 2

Dr. Josh Acevedo

### District 3

Deanna M. Rocha

### District 4

Cynthia Boyar Trejo

### District 5

Ivan Niño

### District 6

Art Fierro

### District 7

Lily Limón

### District 8

Chris Canales

## CITY MANAGER

Dionne Mack

TO: Sasho Andonoski, Managing Director

FROM: Peter Pacillas, Chief of Police

DATE: January 5, 2026

RE: FY26 Confiscated Funds Budget Transfer

The Guide to Equitable Sharing for State and Local Law Enforcement Agencies published by the U.S. Department of Justice states that funds received from state and federal agencies derived from forfeited assets shall only be used by law enforcement agencies for law enforcement purposes. The proposed FY2026 Confiscated Funds Budget allow the Police Department to fund expenses such as public safety software and subscriptions, purchase capital equipment, training to employees and funds substance abuse and prevention programs.

The FY 2026 confiscated funds program totals \$699,558. Summarized below are the major purchases for the Confiscated Fund program:

A. Contractual Services - \$522,810

Includes leased vehicles for the Internal Affairs Division, Dignitary Protection, Police Explorers Program, Lexipol, Axon Camera licenses, Fusion center subscriptions and outside consultants.

B. Travel and Training- \$100,000

Travel for uniform and non-uniform personnel to attend various training and certification courses.

C. Substance Abuse and Prevention- \$31,748

Per City Council direction, 10% of state confiscated funds are allocated to drug prevention programs. The funds are to be disbursed to non-profit agencies in collaboration with Community Development.

E. Capital Purchases and Equipment- \$25,000

Repair and updated outdated furniture throughout department.

F. Confidential Informant Funds- \$20,000



**Peter F. Pacillas – Chief of Police**

Chief Gregory K. Allen Police Headquarters

911 N. Raynor | El Paso, TX 79903

Office (915) 212-4000 | [www.elpasotexas.gov/police](http://www.elpasotexas.gov/police)



DELIVERING EXCEPTIONAL SERVICES



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0157, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

##### **All Districts**

Outside Counsel, Lea A. Ream, (210) 349-6484

Human Resources, Mary Wiggins, (915) 212-0045

#### **AGENDA LANGUAGE:**

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

Discussion and action directing staff to retain an external recruiting company for recruitment of the Chief Internal Auditor.

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



**DEPARTMENT:** Human Resources

**AGENDA DATE:** 1/20/26

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Mary Wiggins, Chief Human Resources C **PHONE NUMBER:** 1-915-212-1267

**2nd CONTACT PERSON NAME:** Lea Ream, Outside Counsel **PHONE NUMBER:** 1-210-349-6484

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:**

Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:**

Recruit and retain a skilled and diverse workforce

**SUBJECT:**

Discussion and Action directing staff to retain an external recruiting company for recruitment of the Chief Internal Auditor.

**BACKGROUND / DISCUSSION:**

This item is in response to Council's direction regarding the Chief Internal Auditor recruitment at the City Council meeting on Tuesday, August 5, 2025.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

On Tuesday, August 5, 2025, the City Council directed the City Manager and City Attorney to have staff present options regarding the Chief Internal Auditor recruitment.

On August 19, 2025, Motion made by Representative Limon, seconded by Representative Fierro, and unanimously carried to direct the City Human Resources staff to advertise and handle the recruitment of the Chief Internal Auditor position, contract with Lea Ream, outside Counsel, to serve as the Recruitment Facilitator for this position and, add a step to the outlined hiring process that once City Council selects their top five applicants , a special meeting or work session council meeting will take place to collectively select the number of candidates that will move forward to the interview process.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Mary Wiggins*

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0154, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

#### **Districts 2, 4, and 8**

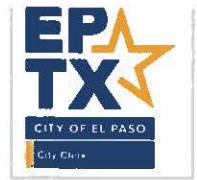
El Paso Water, Ana Sanchez, (915) 594-5519

#### **AGENDA LANGUAGE:**

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

Presentation to Council on the status of the Northeast water main break and El Paso Water's repair and recovery efforts.

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



**DEPARTMENT:** El Paso Water

**AGENDA DATE:** 1/20/26

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Ana Sanchez, Vice President

**PHONE NUMBER:** 915-594-5519

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

7: Enhance & sustain El Paso's infrastructure network

**SUBGOAL:**

7.1: Provide reliable and sustainable water supply and distribution systems and stormwater management.

**SUBJECT:**

Presentation to council on the status of the Northeast water main break and El Paso Water's repair and recovery efforts.

**BACKGROUND / DISCUSSION:**

On Jan. 10, 2026, a large diameter water main broke in an open space area near Gschwind Avenue and Antonio Avenue in Northeast El Paso. The water loss caused water reservoirs and tanks within the area to deplete, leading to widespread water outages and the issuance of a boil water notice. El Paso Water has worked around the clock to repair the broken main, restabilize the water distribution system, restore water service and lift the boil water notice. The presentation will include details on these efforts.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

El Paso Water has regularly provided presentations to council to share information about the utility and its operations.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
(If Department Head Summary Form is Initiated by Purchasing, client department should sign also)



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #:** 26-0139, **Version:** 1

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**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

City Attorney's Office, Sergio M. Estrada, (915) 212-0033

**AGENDA LANGUAGE:**

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



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0140, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

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City Attorney's Office, Sergio M. Estrada, (915) 212-0033

#### **AGENDA LANGUAGE:**

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Ruben A. Soto v. Officer Daniel Monge, Officer Sabrina Gonzalez, Chief Allen, and the City of El Paso; 3:23-CV-00256 (551.071)



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0141, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

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

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



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0143, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

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

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Application of El Paso Electric Company for Approval of a System Resiliency Plan - PUC#59137; HQ#UTILITY  
-77 (551.071)





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0144, **Version:** 1

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City Attorney's Office, Eric Gutierrez, (915) 212-0033

#### **AGENDA LANGUAGE:**

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Discussion on upcoming Fire Department Collective Bargaining Agreement process and negotiations, HQ#25-5807 (551.071)



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0145, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

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Real Estate Division, Mary Lou Espinoza, (915) 212-0065

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Discussion on purchase, exchange, lease, or value of real property in El Paso; HQ 25-2555 (551.072)



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 26-0146, **Version:** 1

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

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City Attorney's Office, Sergio M. Estrada, (915) 212-0033

#### **AGENDA LANGUAGE:**

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Legal update regarding Sun Metro Facility fire of February 11, 2025. (551.071)



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #:** 26-0158, **Version:** 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

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Outside Counsel, Lea A. Ream, (210) 349-6484

Human Resources, Mary Wiggins, (915) 212-0045

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Update and briefing on internal recruiting efforts for Chief Internal Auditor. (551.071) (551.074)