

**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

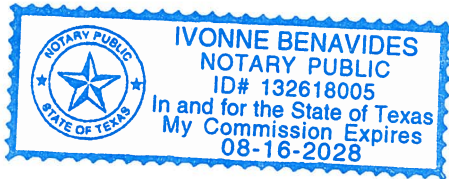
Title: President/CEO

**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;

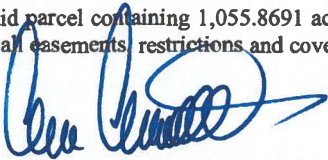
**THENCE**, following the section line common to said Sections 15 and 18, North 87°58'17" West, a distance of 2,627.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**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.**

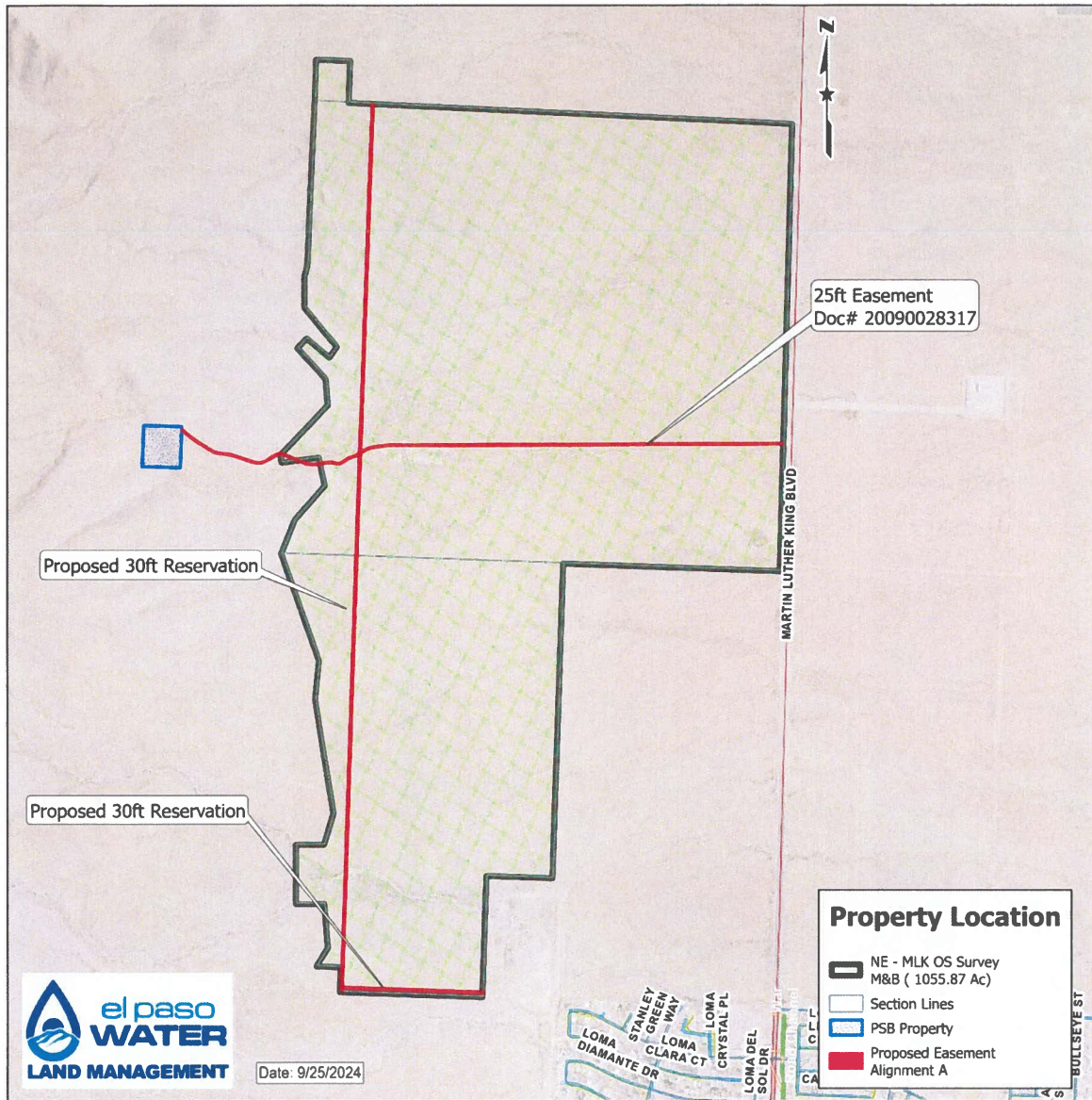
**05896-149-1056AC-NE PARCEL-DESC**







**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)**



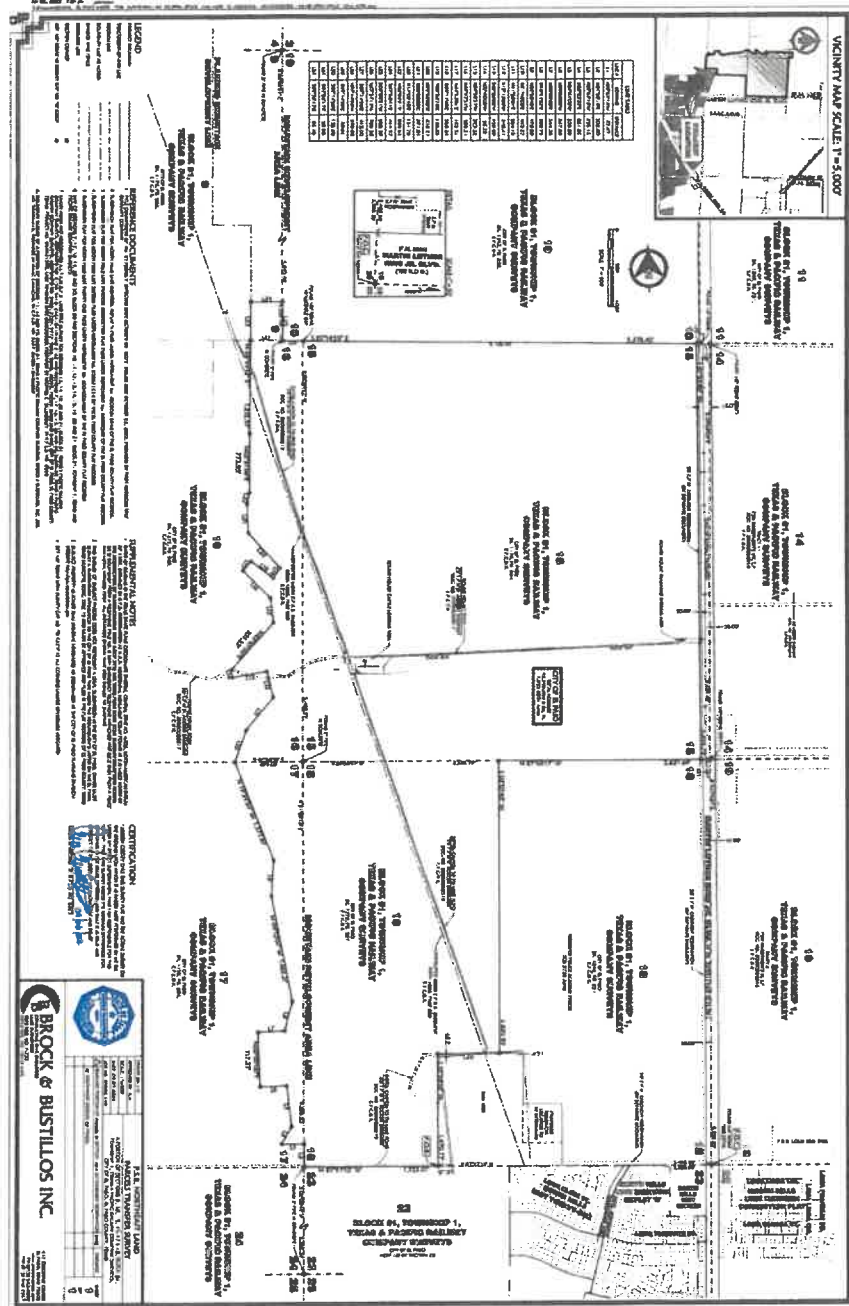
Name: John E. Balliew, P.E.

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:



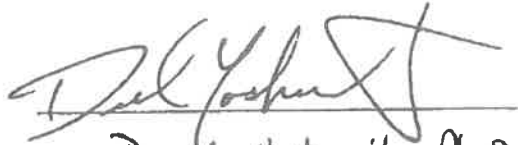
**Alejandro Vidales, Utility Land and  
Water Rights Manager**

*[TPWD Signature Contained on the Following Page]*

This Agreement is **EXECUTED** by:

**TPWD:**

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

A handwritten signature in dark ink, appearing to read "David Yoskowitz", written over a horizontal line.

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

REGISTERED PROFESSIONAL ENGINEER  
No. 10,000, State of Texas  
REGISTERED PROFESSIONAL LAND SURVEYOR  
No. 10,000, State of Texas  
Office: 1000 West 10th Street, Suite 100  
El Paso, Texas 79901  
Phone: (915) 763-1000  
Fax: (915) 763-1001  
Email: info@brockbustillos.com

**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;

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**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;

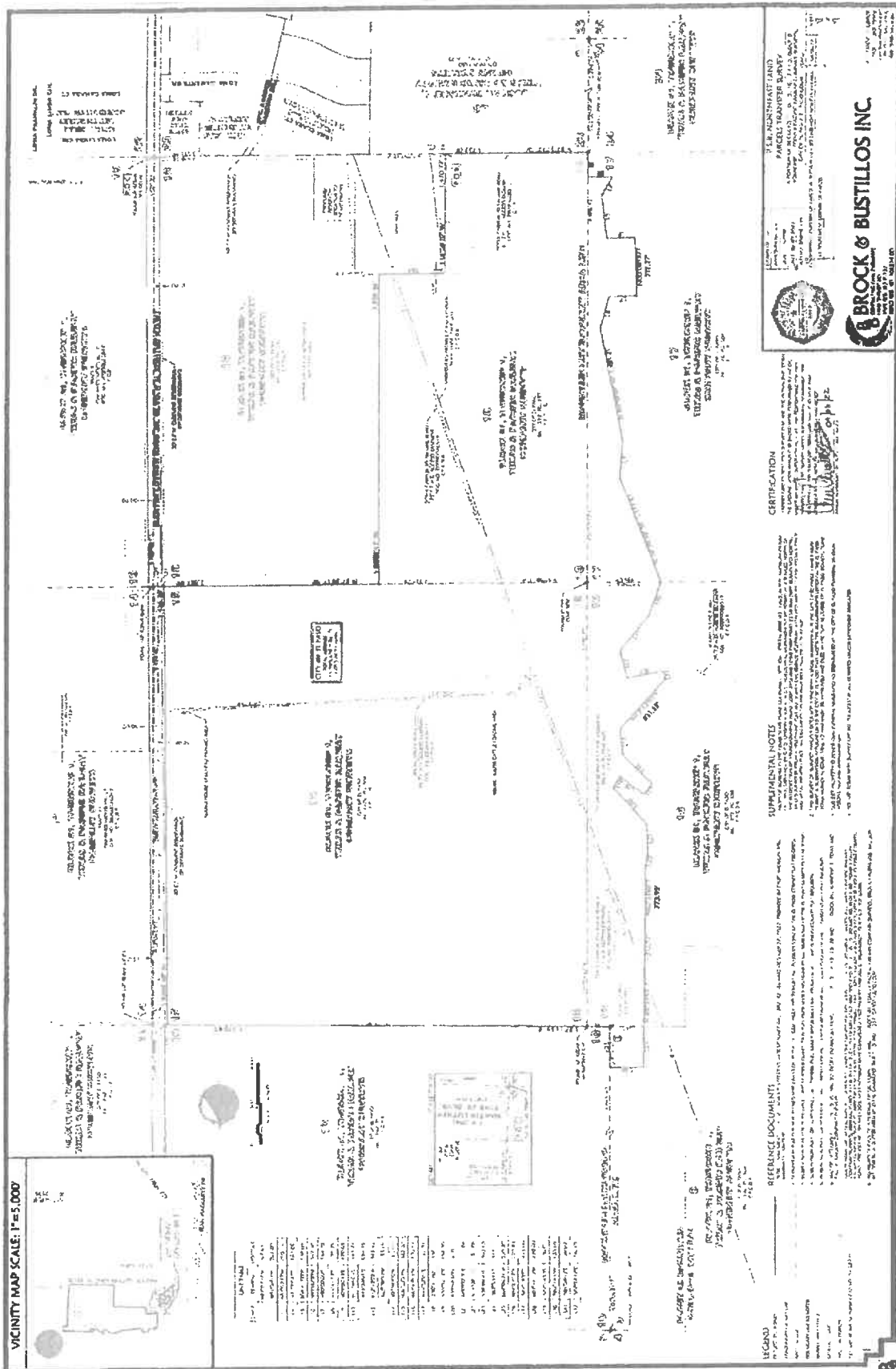
**THENCE**, South 01°59'10" West, a distance of 1,470.77 feet to the **POINT OF BEGINNING**.

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**

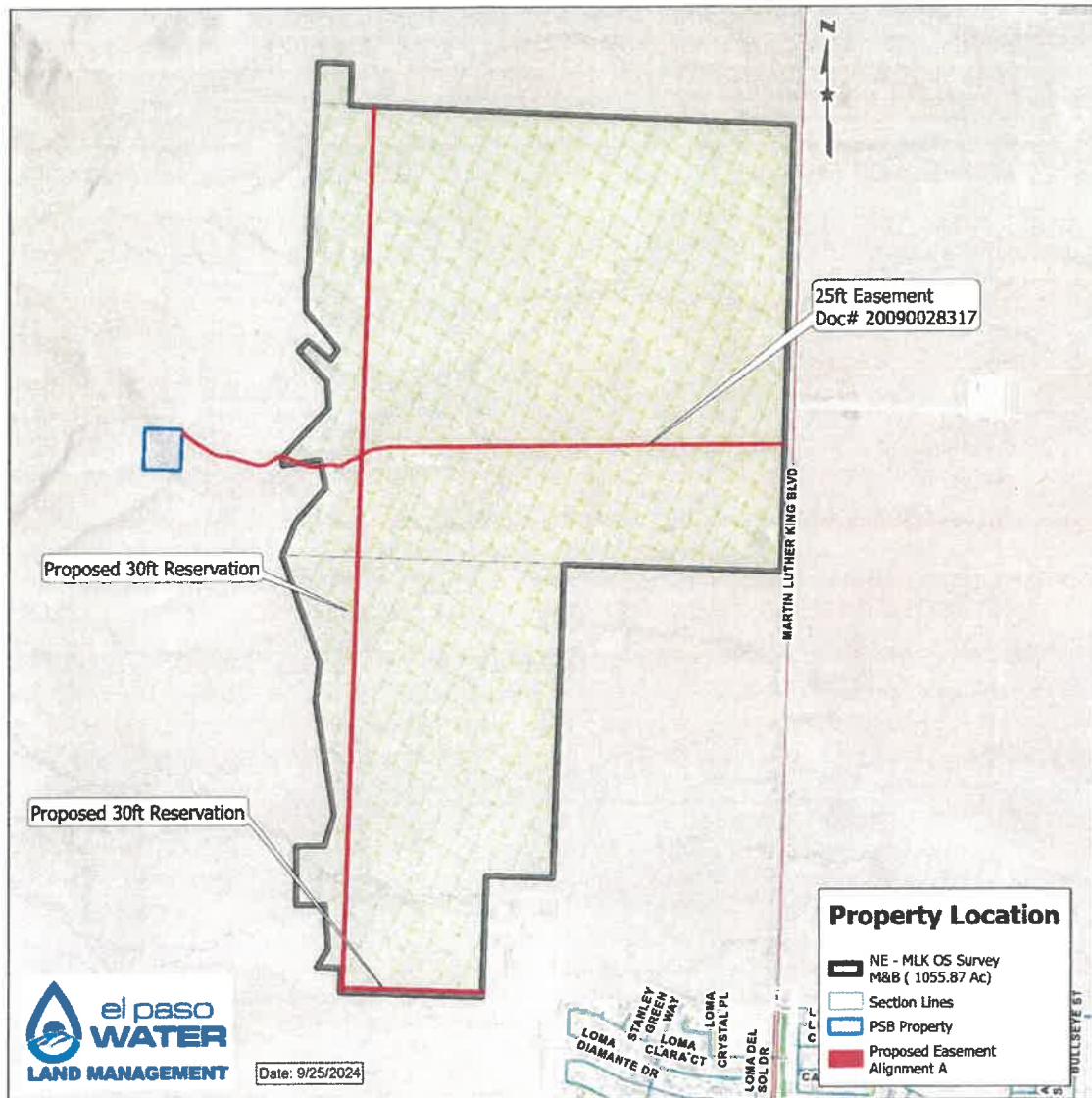






# EXHIBIT C

## 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;

**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;

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**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;

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**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.

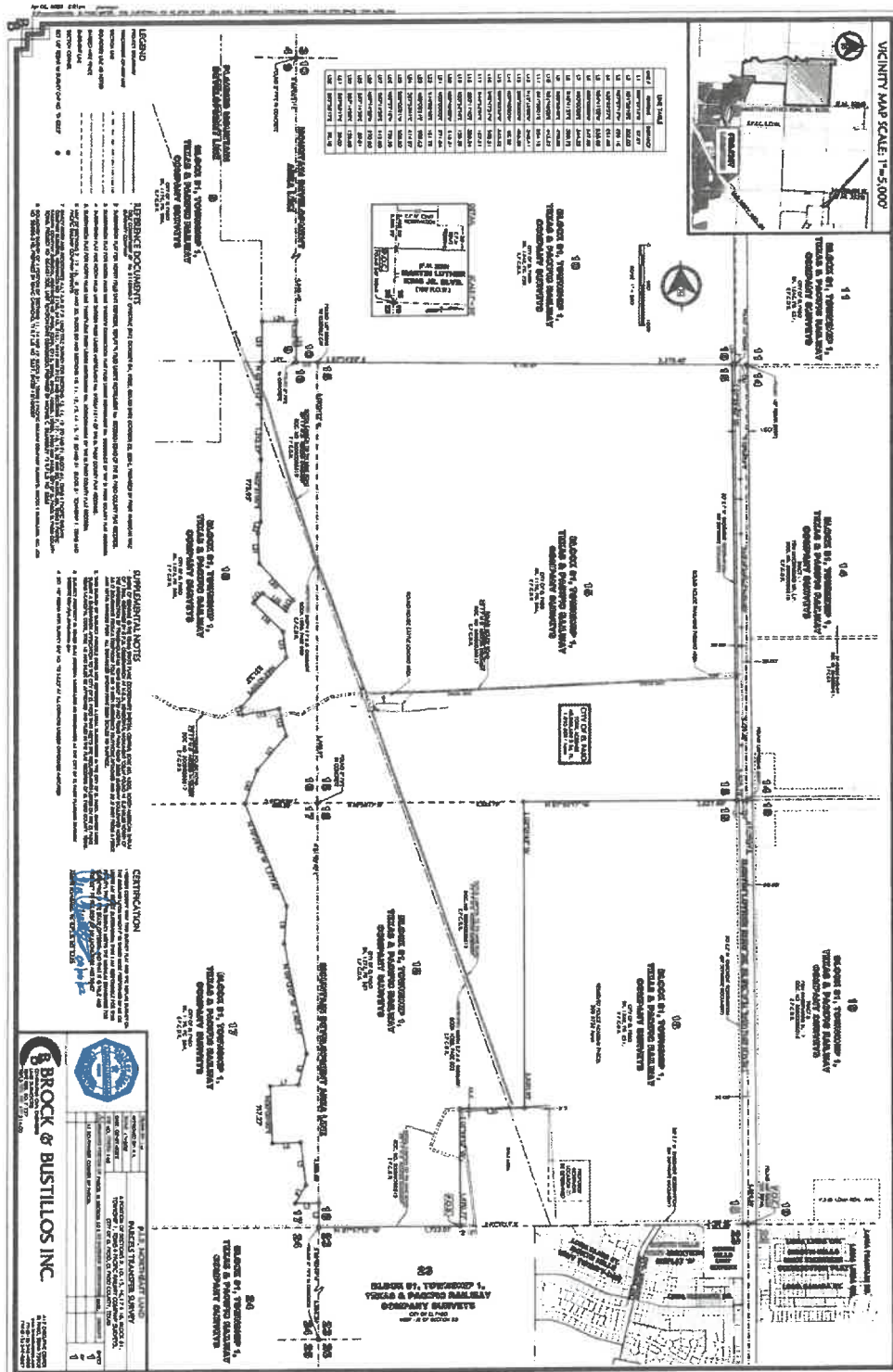


**Aaron Alvarado, TX R. P. L. S. No. 6223**

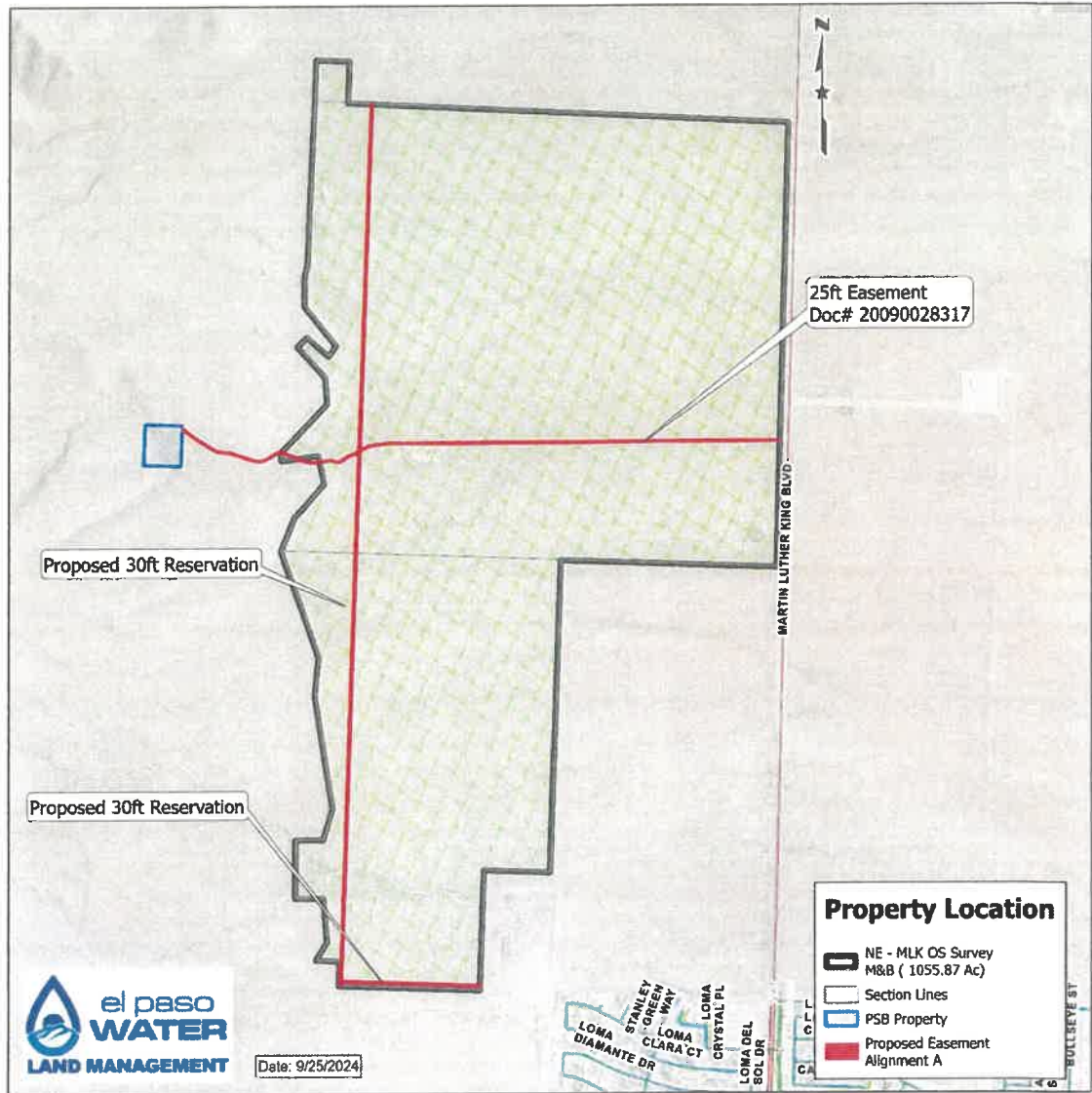
**Date: April 06, 2022.**


**05896-149-1056AC-NE PARCEL-DESC**





**EXHIBIT B**  
Approximate Easement Reservation Locations



 <b>First American Title Guaranty Company</b>	<b>Commitment for Title Insurance (T-7)</b>  <small>ISSUED BY</small> <b>First American Title Guaranty Company</b>
<b>Commitment</b>	

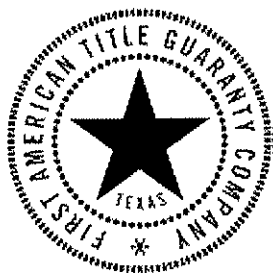
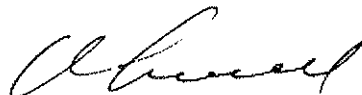
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A** AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

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.

---

**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:

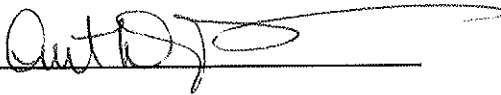
1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all 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."

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SIGNATURE

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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.”**

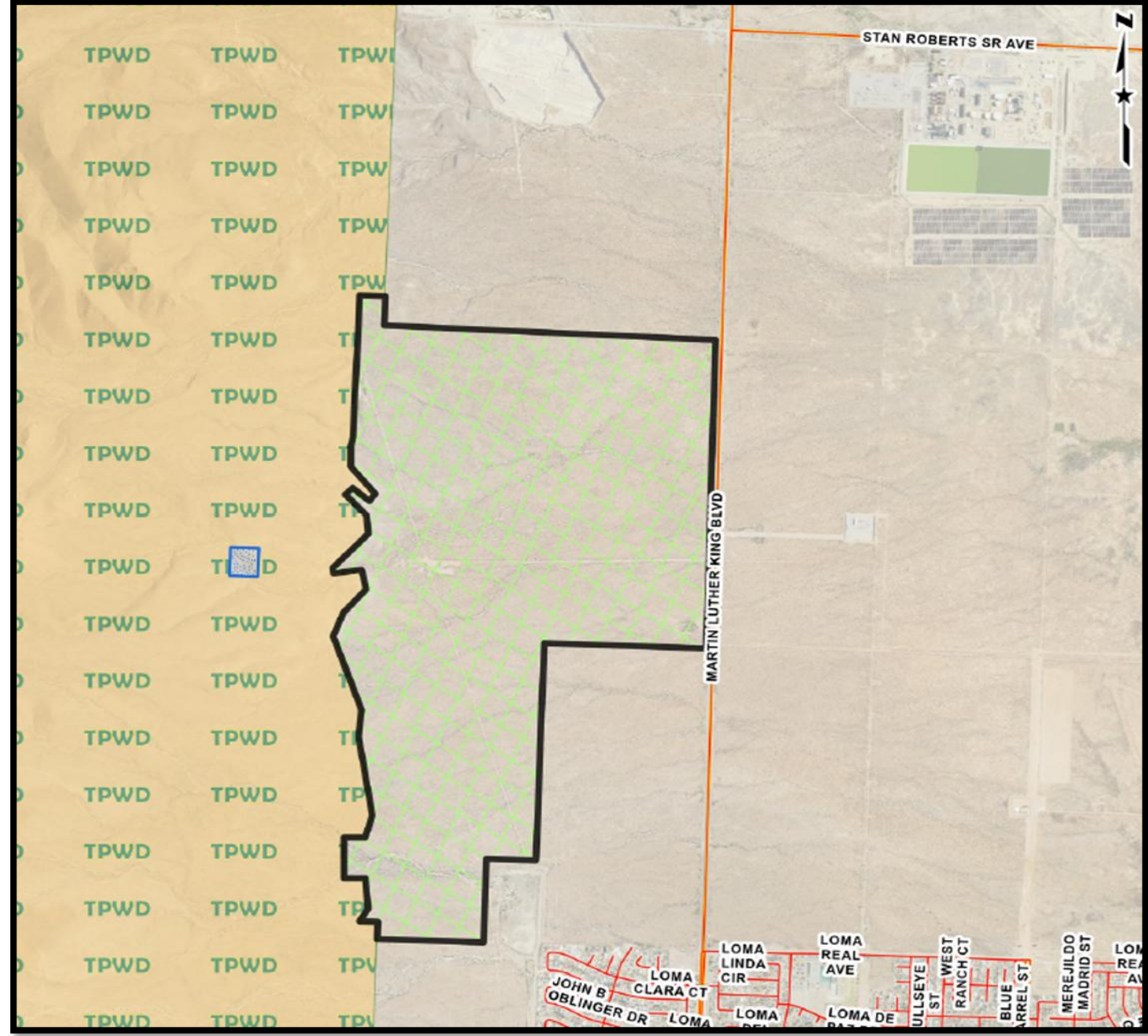
Motion made by: Charlie Intebi and seconded by: Dr. Mena

AYES: 5

NAYS: 0

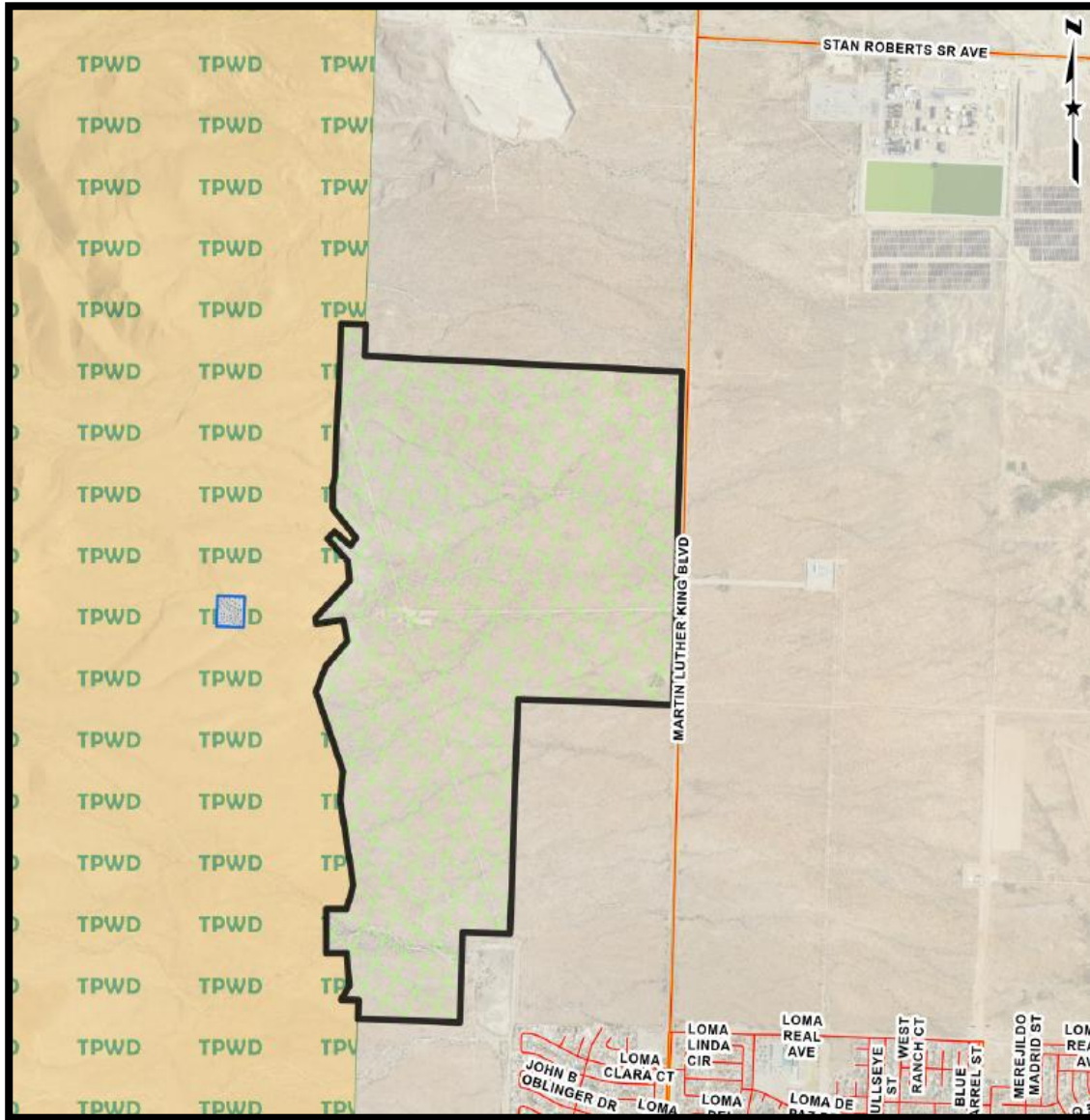


An Ordinance authorizing the City Manager to a deed and any other documents necessary to convey approximately 1,055.8691 acres of land legally described as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas.





# Sale of Real Property – EPWater Northeast/MLK



- Texas Parks & Wildlife
- \$420,000