

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 20,948 ACRES OF LAND, LEGALLY DESCRIBED AS PROPERTY CONSISTING OF ALL OR PARTIAL SECTIONS OF TOWNSHIP 7 AND 8, BLOCK 65, AND ALL OR PARTIAL SECTIONS OF PSL, BLOCK 77, AND PSL PART I AND PSL PART II, BLOCK 63, ALSO KNOWN AS THE WILDHORSE RANCH, CULBERSON COUNTY, TEXAS.

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

WHEREAS, at its regular meetings on February 12, 2020 and March 13, 2024, the Public Service Board determined approximately 20,948 acres of land legally described as property consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, Culberson County, Texas (the "*Property*"), to be inexpedient to the water, wastewater and drainage utility systems and that the Property should be sold in accordance with state law; and,

WHEREAS, on November 13, 2024, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended; and,

WHEREAS, on November 13, 2024, the Public Service Board approved and authorized the sale of the Property to the Oliver Olin Wooten Trusts for the sales price of \$6,600,000.00 and adopted a Resolution making the finding as set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 20,948 acres of land legally described as property consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, Culberson County, Texas.

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____, 2025.


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 _____

SPECIAL WARRANTY DEED

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

Effective Date: _____, 2025

Grantor: EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, a component unit of THE CITY OF EL PASO, TEXAS, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: Oliver Olin Wooten
Administrative Trustee
Oliver Olin Wooten Trusts
P.O. Box 820
Hazlehurst, GA 31539
ow@owacc.com

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):

A parcel of land consisting of approximately 20,948 acres, more or less, of property consisting of all or partial Sections of Township 7 and 8, Block 65, and all or partial Sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, Culberson County, Texas as more particularly described on Exhibit A attached hereto.

Severance of Surface Water and Groundwater Estate and Reservations from Conveyance:

Save and except:

Any rights to the use of surface water or Groundwater (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. The surface water and Groundwater estate related to the Property are hereby severed from the Property and reserved by and for Grantor for all purposes. The groundwater estate shall include, without limitation, the groundwater related to the Property. The term "*Groundwater*" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property.

Exceptions to Conveyance and Warranty:

- (a) This conveyance is made and accepted subject to those items identified on Exhibit "B" attached hereto but only to the extent the same are valid, in existence, and affect the Real Property and/or Groundwater.

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

Grantor, subject to the Severance of the Surface Water and Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Surface Water and Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

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

(Signature page and exhibits follow.)

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

GRANTOR:

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

By:

Name: 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.

NOTARY PUBLIC, State of Texas

EXHIBIT A
Legal Description of Property

SURVEY 1
FIELD NOTES
WEST PART OF WILD HORSE VALLEY FARM

FIELD NOTES DESCRIBING A SURVEY OF 18,897.12 ACRES OF LAND IN BLOCK 65, TOWNSHIPS 7 AND 8, T. & P. R.R. COMPANY SURVEY, AND BLOCK 77, PUBLIC SCHOOL SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch rod in a large stone mound recovered at the Southwest corner of Section 20 and the Northwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, Culberson County, Texas, identified as set by R.W. Baker in 1959, for the Northernmost Northwest corner of this survey, whence a 3/8 inch iron pipe in a stone mound bears S 89° 32' 53" W 18.49 feet, and a 1 1/4 inch GIP marked "SW20, NW25, B65, T7, T. & P., 1959 E.L. PSL B122, 1959" in a large stone mound recovered at the Southeast corner of Section 8 and the Northwest corner of Section 9, Block 122, Public School Land Survey, Culberson County, Texas, identified by R.W. Baker as a corner set by A.H. Parker in his original survey of said Block 122, in October, 1900, bears N 0° 00' 30" W 103.84 feet, a brass cap in concrete marked "SE36, NE37 Block 65 T, T. & P. RY. Company Survey, KRA-139, 1939" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas, bears S 12° 47' 50" E 49,250.57 feet;

THENCE S 89° 55' 50" E 5,703.24 feet along the common line of said Sections 20 and 25, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 19, 20," set for the common corner of Sections 25, 26, 19, and 20 of said Block 65, Township 7, for the Northernmost Northeast corner of this survey;

THENCE S 0° 02' 00" W 5,557.37 feet along the common line of Sections 25 and 26, Block 65, Township 7, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 28, 27, set at the common corner of Sections 25, 26, 27 and 28, Block 65, Township 7, for a corner of this survey;

THENCE N 88° 59' 18" W 25.00 feet along the common line of Sections 25 and 28, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 1,986.57 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;

THENCE S 45° 02' 00" W 319.61 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 05" W 406.88 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 44° 58' 00" E 319.62 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 2,409.42 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 28 and 37, Block 65, Township 7, for an interior corner of this survey;

THENCE S 89° 52' 15" E 25.00 feet along said common line to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 28, 27, 37, 38" set at the common corner of Sections 28, 27, 37 and 38, Block 65, Township 7, for a corner of this survey;

THENCE S 0° 02' 00" W 5,148.90 feet along the common line of said Sections 37 and 38 to a recovered 1 1/4 inch G.I.P. marked "SE37, SW38, NE2, NW1, B65, T7, T8, T & P, 1959", as set by R.W. Baker in 1959 at the common corner of Sections 37 and 38, Block 65, Township 7, and Sections 2 and 1, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 89° 56' 54" E 4,949.07 feet along the common line of Section 38, Block 65, Township 7, and Section 1, Block 65, Township 8, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a point calculated for the Southeast corner of Section 38, Block 65, Township 7, the Northeast corner of Section 1, Block 65, Township 8, the Southwest corner of Section 43, Block 64, Township 7, and the Northwest corner of Section 4, Block 77, Public School Land Survey, Culberson County, Texas, bears N 89° 56' 57" 283.33 feet;

THENCE S 0° 02' 04" W 4,486.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SWN Part S4 B77, PSL, EL, S1, B65, T8, 1959" stone mound under a fence as set by R.W. Baker in 1959, the Southwest corner of the North part of Section 4, Block 77, Public School Land Survey, bears S 88° 57' 15" E 283.46 feet;

THENCE N 89° 59' 00" W 2,036.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 02" W 659.27 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 59' 00" W 2,915.42 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198 2, 1, 11, 12," set for an interior corner of this survey, the common corner of Sections 2, 1, 11 and 12 of Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas;

THENCE S 0° 03' 43" W 3,917.70 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 54' 38" W at 1.11 feet pass a 3/4 inch iron pipe at a fence corner, in all 1,320.00 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 03' 42" W 1,319.01 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 11 and 14, Block 65, Township 8, for an interior corner of this survey;

THENCE S 89° 54' 39" E 1,320.00 feet to a 1 1/4 inch G.I.P. marked "SE11, SW12, NE14, NW13, B65, T8, T 7 P, 1959" in a stone mound under a fence as set by R.W. Baker in 1959, the common corner of Sections 11, 12, 13, and 14, Block 65, Township 8, T. & P. R.R. Company Survey for a corner of this survey;

THENCE S 89° 58' 30" E 5,236.70 to a 1 1/4 inch G.I.P. marked "SE12, NE13, B65, T8, T&P, WL B77, PSL, 1959," in a stone mound at a fence corner, as set by R.W. Baker in 1959, the common corner of said Sections 13 and 12 of said Block 65, Township 8, on the West line of said Block 77, for a corner of this survey;

THENCE S 0° 01' 39" W along the East line of said Block 65, Township 8, and the West line of said Block 77 at 5,591.81 feet pass a point, the Southeast corner of Section 13 and the Northeast corner of Section 24 of said Block 65, Township 8, on the West line of said Block 77, at 7,142.17 feet pass a point, the Southwest corner of Section 5 and the Northwest corner of Section 6 of said Block 77 on the East line of said Block 65, Township 8, in all 7,813.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 89° 57' 58" E 3,128.69 along the South line of a 570.00 acre tract of land out of Sections 5 and 6, Block 77, Public School Land Survey, described by mates and bounds in deed recorded in Volume 66, Page 171, of the Deed Records in Culberson County, Texas, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the West right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE S 0° 01' 27" W 102.40 feet along the West right of way line of F.M. Highway 2185 to a point, whence a concrete right of way marker bears N 89° 14' 29" E 101.06 feet, for a corner of this survey;

THENCE S 0° 02' 21" W 2,203.26 feet along said right of way line to a concrete right of way marker on the P.C. of a curve to the right for a corner of this survey;

THENCE along a curve to the right, with a Delta of 89° 58' 49", a radius of 905.21 feet, an arc length of 1,421.59 feet, a Long Chord with a bearing of S 45° 05' 25" W and a length of 1,279.94 feet to a concrete right of way marker recovered on the P.T. of a curve on the North right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE N 89° 58' 52" W along the North right of way line of said F.M. Highway 2185 at 2,222.21 feet pass the common line of said Section 6, Block 77, and Section 24, Block 65, Township 8, from whence a calculated point for the Southeast corner of Section 24 and the Northeast corner of Section 25, Block 65, T8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 62.65 feet, a brass cap in concrete marked "SE36, NE37, B65, T8, T. & P. R.R. Company Survey, KRA 139, 1931" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 10,594.71 feet, in all 7,291.40 feet to a concrete right of way marker on said right of way line for a corner of this survey;

THENCE N 89° 58' 30" W along the North right of way line of said F.M. Highway 2185 at 169.14 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch GIP marked "SE23, SW24, NW25, NE26, B65, T8, T&P, offset 13.45 varas North 1959" in stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 06" W 100.95 feet, at 5,493.77 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch G.I.P. marked "NE27, NW26, SE22, SW23, B65, T8, T&P, offset 14.8 varas North, 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 57" W 101.70 feet, in all 5,999.64 feet to a concrete right of way marker for a corner of this survey;

THENCE N 89° 56' 22" W along the North right of way line of Highway 2185 at 4,818.87 feet pass the common line of Sections 21 and 22 of said Block 65, from whence a 1 1/4 inch GIP marked "SW22, SE21, NE28, NW27, B65, T8, T&P, offset 14.5 varas North 1959" in stone mound as set by R.W. Baker in 1959, bears S 0° 02' 03" W 102.92 feet, in all 10,102.14 feet to a concrete right of way marker on the P.C. of a curve to the left, for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SE20, SW21, NE29, NW28, B65, T8, T&P, offset 17.46 varas North, 1959" in a stone mound under fence as set by R.W. Baker in 1959, bears S 21° 57' 18" W 115.76 feet;

THENCE along the North right of way line of F.M. Highway 2185, a curve to the left with a Delta of 45° 32' 14", a Radius of 1,484.34 feet, an Arc Length of 1,179.72 feet and a Long Chord with a bearing of S 66° 56' 44" W and a distance of 1,148.91 feet, to a concrete right of way marker on the P.T. of a curve for a corner of this survey;

THENCE S 44° 31' 25" W 359.30 feet along the Northwest right of way of F.M. Highway 2185 to a concrete right of way marker on the P.C. of a curve for a corner of this survey;

THENCE along said right of way along and curve to the left with a Delta of 44° 38' 58", a Radius of 1,492.91 feet an Arc Length of 1,163.39 feet and a Long Chord with a bearing of S 22° 01' 33" W and a distance of 1,134.18 feet to a concrete right of way marker on the P.T. of curve for a corner of this survey;

THENCE S 0° 05' 09" E 4.11 feet, along the West right of way line of F.M. Highway 2185 to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" for a corner of this survey;

THENCE S 89° 34' 49" W along a fence at 3,629.78 feet pass the common line of Sections 29 and 30 of said Block 65, in all 8,953.43 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of the G.W. Russ Survey, Block G and Block 65, Township 8, for the Southwest corner of this survey, from whence a 5/8 inch rod in a stone mound bears N 03° 42' 33" W 90.71 feet and a fence corner bears S 89° 34' 49" W 186.09 feet;

THENCE N 0° 01' 10" E along the West line of Block 65, Township 8, and the East line of the G.W. Russ Survey, Block G, at 1,333.25 feet pass a 1 1/4 inch GIP marked "SE13, B-G," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 13 and the Northeast corner of Section 11 of said Block G, in all 1,777.01 feet to a 1 1/4 inch GIP marked "SW19, NW30, B65, T8, T&P, 1959" as set by R.W. Baker in 1959 the Southwest corner of Section 19 and the Northwest corner of Section 30 of said Block 65, Township 8, for a corner of this survey;

THENCE N 00° 00' 56" E 3,005.48 feet along the common line of Block 6, G.W. Russ Survey, and Block 65, Township 8, T. & P. R.R. Company Survey, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the Southeast right of way line of State Highway 54, for a corner of this survey;

THENCE N 15° 49' 01" E 140.43 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 17" E along the Southeast right of way line of State Highway 54, at 2,441.01 feet pass the common line of Sections 18 and 19, Block 65, Township 8, T. & P. R.R. Company Survey, from whence a 1 1/4 inch GIP marked "SW18, NW19, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, the Southwest corner of Section 18 and the Northwest corner of Section 19, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 45" W 703.13 feet, at 8,247.60 feet pass the common line of Section 7 and 18 of said Block 65, Township 8, from whence a 1 1/4 inch G.I.P. marked "SW7, NW18, B65, T8, T&P, 1959" as set by R.W. Baker in 1959, for the Southwest corner of Section 7 and the Northwest corner of Section 18, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 54" W 2,284.33 feet, in all 8,401.73 feet to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 25" E 900.07 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 14" E 4,382.20 feet along said right of way line to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 6 and 7 of said Block 65, Township 8, for a corner of this survey;

THENCE S 89° 58' 54" E 1,542.66 feet along said common line to a 1 1/4 inch G.I.P. marked "SE6, SW5, NE7, NW8, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959 at the common corner of Sections 5, 6, 7, and 8, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 07' 46" E 5,149.70 feet along the common line of said Sections 5 and 6 to a 1 1/4 inch G.I.P. marked "SE33, SW34, NE6, NWS, T7, T8, B65, T&P, 1959" in a stone mound as set by R.W. Baker, the common corner of Sections 33 and 34, Township 7 and Sections 5 and 6, Township 8, Block 65, T. & P. R.R. Company Survey, for a corner of this survey;

THENCE S 89° 56' 09" E 5,325.44 feet along the common line of Section 34, Township 7, and Section 5, Township 8, to a 1 1/4 inch G.I.P. marked "SE34, SW35, NE5, NW4, B65, T-7, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, for the common corner of Sections 34 and 35, Township 7, and Sections 4 and 5, Township 8, said Block 65, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 01' 09" E along the common line of Sections 34 and 35 of said Block 65, at 5,146.67 feet pass a point for the common corner of Sections 30, 31, 34 and 35, of said Block 65, Township 7, in all 10,486.38 feet to a recovered 1 1/4 inch G.I.P. marked "NE31, NW30, B65, T7, T&P, S.L. 10, B122, PSL 1959" in a stone mound as set by R.W. Baker in 1959, the Northeast corner of Section 31 and the Northwest corner of Section 30, Block 65, Township 7, T. & P. R.R. Company Survey, for a corner of this survey, from whence a 3/4 inch G.I.P. marked "SW10, B122, PSL, SE24, B65, T7" in a stone mound, as recovered and identified by R.W. Baker as the Southwest corner of Section 10, Block 122, Public School Land Survey, and as corner set by A.H. Parker in October 1900, bears N 89° 54' 47" W 515.40 feet;

THENCE N 89° 58' 07" E 4,894.47 feet, to a 1 1/4 inch G.I.P. marked "SE10, SW9, B122, PSL," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 10 and the Southwest corner of Section 9, Block 122, Public School Land Survey for a corner of this survey; whence a 1" IP in a stone mound bears S 79° 41' 45" E 488.87 feet;

THENCE S 89° 57' 46" E at 440.50 feet pass a point, the Northeast corner of Section 30 and the Northwest corner Section 29 of said Block 65, Township 7, in all 5,389.55 feet to a 1 1/4 inch G.I.P. marked "SE9, B122, PSL, SW25, B65, T7, T&P 1959," in a stone mound as recovered and identified by R.W. Baker in 1959, as corner set by A.H. Parker in October 1900, for the Southeast corner of Section 9, Block 122, Public School Land Survey, and the Southwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, whence a large stone mound recovered at the common corner of Sections 25, 28 and 29, Block 65, Township 7, bears S 89° 57' 27" E 385.91 feet, for an interior corner of this survey;

THENCE N 0° 04' 13" E 5,470.05 feet along the East line of said Section 9, Block 122, and the West line of said Section 25, to the place of beginning.

Containing 18,890.82 acres of land more or less.

**SURVEY 2
FIELD NOTES
EAST PART OF WILD HORSE VALLEY FARM**

FIELD NOTES DESCRIBING A SURVEY OF 2,057.14 ACRES OF LAND IN BLOCK 63, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 3, 6, 5", set at the Northeast corner of Section 6 and the Northwest corner of Section 5, Block 63, on the South line of Section 3, Block 77, Public School Land Surveys, Culberson County, Texas, whence a 1 1/4 inch G.I.P. marked "SE46, SW47, B64, T7, TXL, 1958" as set by R.W. Baker in 1958, the Southeast corner of Section 46 and the Southwest corner of Section 47, Block 64, Township 7, T. & P. R.R. Company Survey, on the North line of Section 3, of said Block 77, bears N 78° 37' 21" E 12,914.19 feet, for the Northeast corner of this survey;

THENCE N 89° 58' 41" W 748.85 feet along the North line of said Section 6, Block 63, and the South line of said Section 3, Block 77, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse draw for a corner of this survey;

THENCE along the center line meanders of Wild Horse Draw as follows:

S 46° 45' 32" W	115.09 feet	to a 60 D Nail;
S 17° 32' 53" W	156.02 feet	to a 60 D Nail;
S 05° 53' 25" W	136.66 feet	to a 60 D Nail;
S 53° 10' 21" W	196.55 feet	to a 60 D Nail;
S 24° 35' 14" W	58.35 feet	to a 60 D Nail;
S 09° 25' 29" E	209.74 feet	to a 60 D Nail;
S 67° 56' 05" W	54.52 feet	to a 60 D Nail;
N 81° 14' 19" W	47.09 feet	to a 60 D Nail;
N 36° 37' 19" W	117.69 feet	to a 60 D Nail;
N 84° 52' 00" W	46.42 feet	to a 60 D Nail;
S 57° 31' 08" W	267.39 feet	to a 60 D Nail;
S 20° 35' 58" E	62.50 feet	to a 60 D Nail;
S 39° 27' 36" E	152.96 feet	to a 60 D Nail;
S 26° 41' 27" E	86.22 feet	to a 60 D Nail;
S 17° 37' 20" W	57.77 feet	to a 60 D Nail;
S 64° 50' 46" W	130.91 feet	to a 60 D Nail;
S 15° 49' 40" W	101.84 feet	to a 60 D Nail;

S 27° 16' 41" E 90.49 feet to a 60 D Nail;
 S 31° 18' 49" W 196.82 feet to a 60 D Nail;
 S 05° 07' 14" W 72.10 feet to a 60 D Nail;
 S 65° 26' 04" E 140.95 feet to a 60 D Nail;
 S 30° 06' 13" W 87.63 feet to a 60 D Nail;
 S 78° 42' 02" W 103.24 feet to a 60 D Nail;
 N 49° 45' 33" W 75.19 feet to a 60 D Nail;
 S 81° 37' 58" W 30.09 feet to a 60 D Nail;
 S 57° 01' 51" W 237.13 feet to a 60 D Nail;
 N 59° 34' 22" W 140.78 feet to a 60 D Nail;
 S 88° 33' 20" W 44.79 feet to a 60 D Nail;
 S 33° 33' 00" W 69.98 feet to a 60 D Nail;
 S 03° 27' 04" W 122.19 feet to a 60 D Nail;
 S 52° 59' 06" W 29.86 feet to a 60 D Nail;
 N 63° 24' 13" W 65.84 feet to a 60 D Nail;
 N 46° 08' 01" W 93.08 feet to a 60 D Nail;
 S 84° 31' 05" W 80.03 feet to a 60 D Nail;
 S 72° 50' 15" W 187.30 feet to a 60 D Nail;
 S 62° 51' 25" W 129.08 feet to a 60 D Nail;
 S 44° 36' 39" W 266.17 feet to a 60 D Nail;
 N 65° 48' 24" W 42.33 feet to a 60 D Nail;
 N 31° 47' 56" W 117.83 feet to a 60 D Nail;
 N 47° 48' 16" W 104.23 feet to a 60 D Nail;
 N 70° 35' 14" W 100.19 feet to a 3/4 inch iron pipe;
 S 78° 19' 55" W 53.68 feet to a 60 D Nail;
 S 48° 38' 38" W 65.23 feet to a 60 D Nail;
 S 39° 18' 25" W 77.38 feet to a 60 D Nail;
 S 71° 44' 36" W 37.50 feet to a 60 D Nail;
 N 81° 58' 56" W 81.43 feet to a 60 D Nail;
 N 63° 25' 26" W 72.06 feet to a 60 D Nail;
 S 74° 41' 01" W 48.39 feet to a 3/4 inch iron pipe;
 S 23° 37' 53" W 214.26 feet to a 60 D Nail;
 S 58° 52' 01" W 283.32 feet to a 60 D Nail;
 S 05° 25' 07" W 261.50 feet to a 1 1/4 inch iron pipe;
 S 18° 28' 27" E 540.39 feet to a 60 D Nail;
 S 26° 04' 15" E 453.94 feet to a 60 D Nail;
 S 37° 32' 26" W 352.17 feet to a 60 D Nail;
 S 09° 20' 15" E 205.05 feet to a 60 D Nail;
 S 25° 55' 01" E 176.50 feet to a 60 D Nail;
 S 56° 45' 15" E 475.85 feet to a 60 D Nail;
 S 66° 53' 57" E 198.04 feet to a 60 D Nail;
 S 62° 20' 06" E 471.04 feet to a 60 D Nail;
 S 44° 07' 30" E 369.46 feet to a 60 D Nail;
 S 35° 54' 07" E 121.04 feet to a 60 D Nail;
 S 79° 55' 38" E 191.23 feet to a 60 D Nail;

THENCE S 35° 37' 47" E along said draw at 151.46 feet pass a point on the common line of Sections 6 and 7, Block 63, Public School Land Survey, whence a 1/2 inch rod with an aluminum cap marked "PKS RPLS 2198, 6, 5, 7, 8" set at the common corners of Sections 6, 5, 7, and 8 of said Block 63, bears S 89° 58' 57" E 1,910.99 feet, in all 351.87 feet;

THENCE continuing with said Wild Horse Draw meanders as follows:

S 77° 03' 14" E 241.46 feet to a 60 D Nail;
S 35° 44' 14" E 191.38 feet to a 60 D Nail;
S 18° 56' 50" E 260.79 feet to a 60 D Nail;
S 28° 20' 24" E 87.69 feet to a 60 D Nail;
S 37° 02' 59" W 46.30 feet to a 60 D Nail;
S 82° 17' 23" W 129.79 feet to a 60 D Nail;
S 43° 59' 15" W 110.57 feet to a 60 D Nail;
S 11° 16' 36" E 134.77 feet to a 60 D Nail;
S 49° 07' 06" E 414.05 feet to a 60 D Nail;
S 38° 56' 55" E 287.64 feet to a 60 D Nail;
S 03° 06' 17" W 220.20 feet to a 60 D Nail;
S 36° 40' 53" E 409.16 feet to a 60 D Nail;
S 53° 02' 19" E 131.22 feet to a 60 D Nail;
N 85° 44' 58" E 148.60 feet to a 60 D Nail;
S 53° 40' 06" E 122.81 feet to a 60 D Nail;
S 12° 41' 17" E 61.21 feet to a 60 D Nail;
S 21° 48' 36" W 68.53 feet to a 60 D Nail;
N 82° 46' 06" W 196.42 feet to a 60 D Nail;
S 73° 43' 17" W 92.63 feet to a 60 D Nail;
S 19° 00' 34" W 163.94 feet to a 60 D Nail;
S 43° 46' 57" E 176.46 feet to a 60 D Nail;

THENCE S 60° 08' 40" E 178.78 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the South line of the North half of said Section 7, for an interior corner of this survey;

THENCE N 89° 59' 05" W 3,764.13 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE S 0° 01' 27" W 1,320.00 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE N 89° 59' 06" W 941.19 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the East right of way line of F.M. 2185 for a corner of this survey;

THENCE S 0° 01' 27" W along said right of way, at 1,321.24 feet pass the common line of Sections 7 and 18 of said Block 63, in all 6,502.17 feet to a concrete right of way marker, whence a 1 1/4 inch G.I.P. marked "NE6, SW5, B77, PSL, WL18, B63, 19.1 varas E," in a stone mound under a fence, as set by R.W. Baker in 1959, bears N 7° 31' 17" W 778.93 feet, for a corner of this survey;

THENCE S 0° 01' 21" W 101.86 feet along the East right of way line of said F.M. Highway 2185, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Section 18 and Section 19 of said Block 63, for the Southwest corner of this survey, whence a railroad spike recovered in the pavement centerline of F.M. 2185, bears N 88° 37' 05" W 50.30 feet, a point calculated at the Southwest corner of Section 18 and the Northwest

corner of Section 19 of said Block 63, on the East line of Block 77, Public School Land Survey, bears N 89° 59' 29" W 49.25 feet, from whence a 4 inch by 4 inch concrete monument with brass cap marked "N.W. 6 UT Block 48" recovered at the Northwest corner of Block 48 University Land Survey, bears S 0° 37' 14" W 5,310.05 feet;

THENCE S 89° 59' 29" E at 5,225.10 feet pass a point calculated at the common corner of Sections 18, 17, 19 and 20 of said Block 63, in all 10,499.45 feet to a 1 inch G.I.P. recovered flush with road, at the common corner of Sections 17, 16, 20 and 21, for the Southeast corner of this survey, and an interior corner of the Southwest Sunsites Subdivision, as per plat recorded in Volume 5 Pages 23-28, of the plat records of Culberson County, Texas, from whence a 1 inch iron pipe marked "17, 16, 20, 21", at a fence corner bears N 48° 42' 17" W 122.88 feet;

THENCE N 0° 01' 39" E 5,281.88 feet, along the common line of Sections 17 and 16, and along the West line of said subdivision, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 8, 9, 17, 16" set at the common corner of Section 8, 9, 17 and 16 of said Block 63, for a corner of this survey, whence a 6 inch iron pipe 6 feet high, bears N 67° 17' 56" E 15.99 feet;

THENCE N 89° 59' 14" W 2,962.41 feet along the common line of Sections 8 and 9 of said Block 63, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse Draw, for an interior corner of this survey;

THENCE along the centerline meanders of Wild Horse Draw as follows:

N 05° 20' 39" W	804.62 feet to a point;
N 61° 35' 11" E	137.90 feet to a point;
N 39° 10' 27" E	178.60 feet to a point;
N 8° 31' 59" E	199.50 feet to a point;
N 26° 47' 24" W	154.60 feet to a point;
N 40° 12' 51" W	217.30 feet to a point;
N 58° 40' 43" W	614.60 feet to a point;
N 39° 49' 17" W	310.12 feet to a point;
N 68° 15' 40" W	698.10 feet to a point;
N 67° 14' 41" W	187.60 feet to a point;
N 62° 09' 10" W	195.60 feet to a point;

THENCE N 77° 56' 29" W 584.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 8 and 7 of said Block 63, for a corner of this survey;

THENCE N 0° 01' 39" E at 2,674.14 feet, pass a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set on the common corner of Sections 5, 6, 7 and 8 of said Block 63, in all 7,956.42 feet to the place of beginning;

Containing 2,057.14 acres of land more or less.

And said West part and East part (pages 1 through 11 above) of Wild Horse Valley Farm being the same property as that described in Deed to Connecticut General Life Insurance Company recorded in Volume 141, Page 142, Deed Records, Culberson County, Texas, as follows:

Wild Horse Farm

EXHIBIT A

The following described land is all in Culberson County, Texas, to-wit:

All of SECTIONS 25, 26, 27, 30, 33, 36 and 37, Block 65, Township 7, T&P RR Co. Survey;

All of SECTIONS 2, 3, 4, 5, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23 and 24, all in Block 65, Township 8, T&P RR Co. Survey;

All of SECTION 1, Block 65, Township 8, T&P RR Co. Survey, containing 610.31 acres, SAVE AND EXCEPT 64.04 acres off the East side. A metes and bounds description is as follows:

BEGINNING at the Northwest corner of SECTION 4, Block 77, Public School Land, and the Northeast corner of SECTION 1, Township 8, Block 65;

THENCE South along the East line of SECTION 1, Township 8, Block 65, 1850 varas to a point for the Southeast corner of this tract; and the Southeast corner of said SECTION 1;

THENCE West along the South line of said SECTION 1 a distance of 835 varas for the Southwest corner of this tract;

THENCE North parallel with the East line of SECTION 1 a distance of 235 varas to a point;

THENCE East parallel with the South line of said SECTION 1 a distance of 733 varas to a point;

THENCE North parallel with the East line of said SECTION 1 a distance of 1613 varas to a point in the North line of said SECTION 1;

THENCE East along the North line of said SECTION 1 a distance of 102 varas to the Northwest corner of said SECTION 1, and the beginning point of this tract.

All of SECTION 11, Block 65, Township 8, T&P RR Co. Survey, SAVE AND EXCEPT forty (40) acres out of the Southeast corner of said Section described as follows, to-wit:

BEGINNING at the Southeast corner of said SECTION 11, Township 8, Block 65, said corner being the common corner for SECTIONS 11, 12, 13 and 14, Township 8, Block 65;

THENCE North along the East line of SECTION 11, a distance of 1320 feet to a point;

THENCE West and parallel to the South line of SECTION 11, a distance of 1320 feet to a point;

THENCE South and parallel to the East line of SECTION 11, a distance of 1320 feet to a point in the South line of SECTION 11;

THENCE East along the South line of SECTION 11, a distance of 1320 feet to the place of beginning, containing in all 40 acres;

Said SECTION 11 containing 602 acres, more or less, excluding said 40 acres.

The South 208 acres, more or less, of SECTION 4, Block 77, Public School Lands Survey, Culberson County, Texas, described as follows, to-wit:

BEGINNING at the Northeast corner of SECTION 25, Township 8, Block 65, T&P RR Co. Survey, for the Southwest corner of this tract;

THENCE North 1645.56 feet with the East line of SECTION 24, to the Northwest corner of this tract;

THENCE East 3126.3 feet parallel to the North line of SECTION 4 to the Northeast corner of this tract with the Northeast corner lying on the West line of SECTION 19, Block 63, Public School Land;

THENCE South approximately 1845.56 feet along the East line of SECTION 6 and the West line of SECTION 19 to the point of intersection by the North boundary line of F.M. Road No. 2185 right-of-way for the Southeast corner of this tract;

THENCE Southwesterly around curve to the right, 1421.3 feet to the end of said curve, the long chord of which is 1250.37 feet, South 45 degrees West;

THENCE West 2222.9 feet with said right-of-way to the beginning of this tract which is the Northeast corner of SECTION 25, Township 8, Block 65, T&P RR Co. Survey, Culberson County, Texas.

A tract of land out of SECTION 19, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 20, S.E. 19, S.W. 20, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large stone mound, the original Northeast corner of SECTION 37 in said Block and Township bears East 952.32 varas and South 3814.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29, and 30, Block 65, Township 8, T&P RR Co. Survey, Culberson County, Texas, and the Northwest corner of this tract;

THENCE South along the East line of SECTION 30, at 494.20 varas pass the South line of the North Half of the North Half (N/2 N/2) SECTION 29, 618.45 varas in all to a point in an east-west fence line for the Southwest corner of this tract;

THENCE East along said fence line 1304.33 varas to a point in the West right-of-way line of F.M. Highway No. 2185 for the Southeast corner of this tract;

THENCE North along the West right-of-way line of F.M. Highway No. 2185, 1.7 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeast along the West right-of-way line of F.M. Highway No. 2185 and along the arc of a 3 degree 52' curve to the right, radius 333.76 varas, the chord of which bears North 21 degrees 37' East 408.3 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE North 44 degrees 30' East along the West right-of-way line of F.M. Highway No. 2185, 129.2 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeast along the arc of a 3 degree 52' curve to the right, radius 333.76 varas, the chord of which bears North 58 degrees 13' East 239.9 varas to a point in the intersection of the West right-of-way line of F.M. Highway No. 2185 and the North line of SECTION 19 for the Northeast corner of this tract;

THENCE West along the North line of SECTION 19, 1768.38 varas to the PLACE OF BEGINNING, containing 136.39 acres of land.

A tract of land out of SECTION 19, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 20, S.E. 19, N.W. 30, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 37, Block 65, Township 8, bears East 952.32 varas and

South 3814.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29 and 30, Block 65, Township 8, T&P RR Co. Survey, THENCE North along the West line of SECTION 19, Block 65, Township 8, 1864.1 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 34 for a corner of this tract;

THENCE North 15 degrees 49' East along the East right-of-way line of State Highway No. 34, 949.9 varas to a 3/4" iron pipe in the South

line of SECTION 18, Block 65, Township 8 for the Northwest corner of this tract;

THENCE East along the South line of said SECTION 18, 1657.40 varas to a 1-1/4" galvanized iron pipe marked S.W. 17, S.E. 18, N.E. 19, N.W. 20, Block 65, Township 8 for the common corner of SECTIONS 17, 18, 19 and 20 and the Northeast corner of this tract;

THENCE South along the East line of SECTION 18, 1978.0 varas to the PLACE OF BEGINNING, containing 610.49 acres of land.

A tract of land out of SECTION 20, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at the Northeast corner of Survey No. 30, Block 65, Township 8, T&P RR Co. Survey for the Northeast corner of this tract;

THENCE South 607.9 varas with the East line of said Survey No. 30, the Northeast corner of the South part in said line of the Southwest corner of this Survey;

THENCE West 1839 varas with the North line of this North part to the Northwest corner of same in said line, for the Southwest corner of this Survey;

THENCE North 607.9 varas with the West line of said Survey No. 30 to the Northwest corner of same, for the Northwest corner of this Survey;

THENCE East 1839 varas with the North line of said Survey No. 30, to the PLACE OF BEGINNING, containing 100 acres of land, more or less.

A tract of land out of SECTION 7, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 5, S.E. 6, N.W. 8, N.E. 7, Block 65, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 17, Block 65, Township 8 bears East 9352.32 varas and South 9490.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 5, 6, 7 and 8, Block 65, Township 8, T&P RR Co. Survey, Culberson County, Texas, and the Northeast corner of this tract;

THENCE West along the North line of SECTION 7, 533.08 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 54 for the Northwest corner of this tract;

THENCE South 14 degrees 10' West along the East right-of-way line of said Highway No. 54, 1946.) varas to a 3/4" iron pipe in the North line of SECTION 18 for the Southwest corner of this tract;

THENCE East along the North line of SECTION 18, 1028.78 varas to a 1-1/4" iron pipe marked S.W. 6, S.E. 7, N.W. 17, N.E. 18, Block 65, Township 8, for the common corner of SECTIONS 7, 8, 17 and 18, and the Southeast corner of this tract;

THENCE North along the East line of SECTION 7, 1865.0 varas to the PLACE OF BEGINNING, containing 264.14 acres of land.

The North Half (N/2) of that portion of SECTION 18, Block 65, Township 8, T&P RR Co. Survey lying East of State Highway 54, containing approximately 312.50 acres, more or less, and being Tract 2 in deed from Perkins and Co., INC. to William Kimple, dated May 14, 1963, recorded in Volume 71, Page 340, Deed Records of Culberson County, Texas.

The South Half (S/2) SECTION 18, Block 65, Township 8, T&P RR Co. Survey, containing about 339.75 acres, more or less, and more specifically described as follows:

BEGINNING at the Southwest corner of SECTION 18;

THENCE West along the South line of SECTION 18, 1657.40 varas to the East line of the right-of-way of State Highway No. 54;

THENCE Northeastly along the said right-of-way a point about 1006.3 varas due North in a perpendicular line from the South line of SECTION 18;

THENCE East to the East line of SECTION 18 at a point about 1006.3 varas North of the Southeast corner of SECTION 18;

THENCE South about 1006.3 varas along the East line of SECTION 18 to the POINT OF BEGINNING;

And being Tract 2 as described in Deed from Perkins & Co., Inc. to Walter Luna, et al., dated May 14, 1963, recorded in Volume 71, Pages 346-348, Deed Records of Culberson County, Texas.

SAVE AND EXCEPT:

1. That certain two acre tract located in and being a part of Survey 28, Block 63, Township 7, T&P Ry. Co. Survey, as described in deed from R. B. Durrill, et ux. to Capitan Co., a corporation, dated the 3rd day of April 1959, and recorded in Volume 63, pages 238-239, Deed Records of Culberson County, Texas.

2. That certain tract of 4.291 acres, more or less, located in and being a part of Survey 28, Block 63, Township 7, T&P Ry. Co. Survey, described in deed from R. B. Durrill, et ux. to Capitan Company, a corporation, dated the 5th day of March, 1960, and recorded in Volume 66, at pages 83-84, Deed Records of Culberson County, Texas.

The following described land in Culberson County, Texas, to-wit:

PART I:

All of SECTIONS 17 and 18, Block 63, Public School Lands Survey;

The South Half (S/2) of SECTION 7, Block 63, Public School Lands Survey, SAVE AND EXCEPT 30 acres being the West 3/4 of the Northwest quarter of the Southwest quarter of said SECTION 7, more fully described as follows, to-wit:

BEGINNING at the Northwest corner of the Southwest quarter of said SECTION 7, which point is in the West line of said SECTION 7, and is 930.4 varas South of the Northwest Corner of said SECTION 7;

THENCE East 936.4 varas;

THENCE South 475.3 varas;

THENCE West 336.4 varas to the West line of said SECTION 7;

THENCE North 475.3 varas along the West line of said SECTION 7, to the PLACE OF BEGINNING.

87.2 acres of land out of SECTION 8, Block 63, Public School Lands Survey, and being that portion of said SECTION 8 lying South and West of Wild Horse Creek;

Said Part I consisting of 1,590 acres, more or less.

PART II:

Tract One:

130.3 acres, more or less, described by metes and bounds as follows: known as a part of the S/2 of SECTION 6, Block 63, Public School Lands Survey;

BEGINNING at the NE corner of this tract, in the North line of Survey No. 6, No. 63, P.S.L., from which the NE corner of said Survey No. 6 bears East 101.0 varas; the SE corner of Block 63, the SW corner of Block 64, Township 7, and the NE corner of Block 63, Township 8, T&P RR Co. Surveys, bears North 910 varas and West 2,943 varas.

THENCE West 157.5 varas with the North line of said Survey No. 6, to a corner of this tract in the bed of Wild Horse Creek.

THENCE along the bed of Wild Horse Creek, with its meanders: -S 44 degrees 20' W 72.7 varas; S 1-degree 28' W 94.1 varas; S 51 degree 20' W 49.3 varas; S 15 degree 08' W 30.2 varas; S 8 degree 28' E 67.3 varas; S 83 degree 02' W 23.4 varas; N 49 degree 49' W 38.3 varas; S 57 degree 55' W 99.0 varas; S 30 degree 33' E 111.4 varas; S 42 degree 23' W 36.0 varas; S 61 degree 34' W 28.3 varas; S 3 degree 14' E 49.8 varas; S 24 degree 02' W 76.0 varas; S 36 degree 25' E 96.1 varas; S 57 degree 55' W 45.0 varas; N 75 degree 00' W 54.0 varas; S 56 degree 16' W 78.8 varas; N 68 degree 41' W 64.8 varas; S 27 degree 51' W 36.3 varas; S 6 degree 23' W 36.8 varas; N 86 degree 54' W 21.6 varas; N 51 degree 23' W 31.8 varas; S 71 degree 16' W 112.1 varas; S 30 degree 17' W 37.6 varas; to a corner of this tract in the West line of the NE 1/4 of said Survey No. 6;

THENCE South with the West line of the E 1/2 of said Survey No. 6, at 200.2 varas the SW corner of the NE 1/4 and the NW corner of the SE 1/4 and at 547 varas the SW corner of this tract in the West line of the East 1/2 of said Survey No. 6;

THENCE East 837.31 varas to the SE corner of this tract;

THENCE N 0 degree 31' E at 346.8 varas the North line of the SE 1/4 and the South line of the NE 1/4 of said Survey No. 6, and at 1296.8 varas the PLACE OF BEGINNING; and

Tract Two:

A tract of 12.4 acres of land out the the NE 1/4 of Survey No. 6, Block No. 63, Public School Land Survey, described by notes and bounds as follows:

BEGINNING at a point in the center of Survey No. 6, the Southeast corner of the Northeast Quarter of Survey No. 6 and the Southeast and beginning corner of this tract;

THENCE North, along the East line of the Northwest Quarter of Survey No. 6, a distance of 200.2 varas to a point the Northeast corner of this tract;

THENCE S 30 degree 17' West along the center of Wild Horse Creek, 80.4 varas;

THENCE N 40 degree 08' W along the center of Wild Horse Creek, 82.1 varas;

THENCE N 75 degree 53' W along the center of Wild Horse Creek, 55.8 varas;

THENCE S 48 degree 58' W along the center of Wild Horse Creek, 60.1 varas;

THENCE N 83 degree 17' W along the center of Wild Horse Creek, 77.3 varas;

THENCE S 24 degree 47' W along the center of Wild Horse Creek, 82.5 varas;

THENCE S 63 degree 57' W along the center of Wild Horse Creek, 94.3 varas;

THENCE S 4 degree 54' W along the center of Wild Horse Creek, 78.7 varas; the Southwest corner of this tract;

THENCE East 416.7 varas to the PLACE OF BEGINNING; and

Tract Three:

A tract of 22.5 acres of land out of the SW 1/4 of Survey No. 6, Block 63, Public School Land Survey, described by notes and bounds as follows:

BEGINNING at a point in the center of Survey No. 6, the Northeast corner of the Southwest Quarter of Survey No. 6, and the Northeast and beginning corner of this tract;

THENCE West, along the North line of the SW/4, 416.7 varas to a point in the center of Wild Horse Creek, The Northwest corner of this tract;

THENCE S 4 degrees 34' W along the center of Wild Horse Creek, 36.7 varas;

THENCE S 30 degrees 33' E along the center of Wild Horse Creek, 163.2 varas;

THENCE S 13 degrees 33' E along the center of Wild Horse Creek, 47.1 varas;

THENCE S 36 degrees 30' E along the center of Wild Horse Creek 121.1 varas;

THENCE S 27 degrees 49' E along the center of Wild Horse Creek, 4.7 varas to a point, the Southwest corner of this tract;

THENCE E 294.2 varas to a point in the East line of the Southwest Quarter of Survey No. 6, the Southeast corner of this tract;

THENCE N along the East line of the Southwest Quarter, 346.8 varas to the PLACE OF BEGINNING, and

TRACT FOUR:

A tract of 26.43 acres of land out of the E/2 of Survey No. 6, Block 43, Public School Land, described by metes and bounds as follows:

BEGINNING at the Northeast corner of Survey No. 6, the Northeast and beginning corner of this tract;

THENCE South, along the East line of Survey No. 6, at 950 varas pass the Southeast corner of this Northeast Quarter of Survey No. 6, in all 1443.8 varas to a point; the Southeast corner of this tract;

THENCE West 72 varas to a point, a corner of this tract;

THENCE North 147 varas to a point, the oil corner of this tract;

THENCE West 40.69 varas to a point, a corner of this tract;

THENCE North 0 degrees 31' E at 346.8 varas pass the North line of the Southeast Quarter of Survey No. 6, in all 1296.8 varas to a point in the North line of Survey No. 6, the Northwest corner in this tract;

THENCE East, along the North line of Survey No. 6, a distance of 101.0 varas to the PLACE OF BEGINNING.

TRACT FIVE:

BEGINNING at the Southeast corner of SECTION 6;

THENCE West along the South line of SECTION 6, 717.7 varas to the center of Wild Horse Creek;

THENCE along the bed of Wild Horse Creek the following courses and distances: North 28 degrees 13' West 6.5 varas; North 71 degrees 12' West 61.4 varas; North 41 degrees 04' West 225 varas; North 85 degrees 23' West 59.7 varas; North 41 degrees 28' West 148.9 varas; North 80 degrees 55' West 105.8 varas; North 23 degrees 38' West 152.5 varas; North 4 degrees 13' West 127.6 varas; North 38 degrees 48' East 39.9 varas; South 51 degrees 40' East 76.2 varas; North 51 degrees 38' East 28.0 varas; North 27 degrees 49' West 60.4 varas;

THENCE East 1,172.2 varas;

THENCE South 147 varas;

THENCE East 72 varas to the East line of SECTION 6, 456.2 varas to the PLACE OF BEGINNING, and

Tract Five:

BEGINNING at the Northeast corner of SECTION 7, Block 63, Public School Land, for the ~~Northwest~~ corner of this tract, from which the Southwest corner of Block No. 64, the Southeast corner of Block No. 63, TSP No. 8, T&P RR Co. Surveys, bears North 1,618 varas and West 3,044 varas;

THENCE West along the North line of SECTION 7, and being also the South line of SECTION 6, a distance of 717.7 varas to the center of Wild Horse Creek for the Northwest corner of this tract;

THENCE along the bed of Wild Horse Creek the following courses and distances: South 28 degrees 15' East 97.2 varas; South 71 degrees 28' East 101.2 varas; South 22 degrees 03' East 172.0 varas; South 61 degrees 40' West 90.0 varas; South 21 degrees 49' East 106.3 varas; South 10 degrees 05' East 101.7 varas; South 40 degrees 55' East 96.0 varas; South 7 degrees 06' West 109.0 varas; South 33 degrees 37' East 153.7 varas; South 70 degrees 30' East 126.2 varas; South 2 degrees 50' East 19.1 varas;

THENCE East 301.3 varas to the East line of SECTION 7;

THENCE North along the East line of SECTION 7, 663.5 varas to the PLACE OF BEGINNING. The two tracts, Five and Six, containing a total of 189.3 acres, more or less.

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Exhibit B
Exceptions to Title

The following constitute permitted exceptions to title and warranty set forth in this Deed to the extent that the same are valid, in force, and affect and impact the rights described in the Deed.

1. The following restrictive covenants of record itemized below:
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 _____, 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 (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:
 - 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. ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from Sections 25, 29, 35 and 37, Blk 65, Township 7, T&P RR Co. Survey, and Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23 and 29, Block 65, Township 8, T&P RR Co. Survey, herein described, together with all rights relating thereto, express or implied, reserved unto the Grantors in Deed from George C. Fraser et al, Trustees for the Texas Pacific Land Trust, to Perkins & Co., Inc., dated September 20, 1960, recorded Volume 66, Page 359, Deed Records, said reserved minerals further covered by Mineral Deed from George C. Fraser et al, Trustees, to TXL Oil Corporation, datd December 10, 1954, recorded Volume 5, Page 254, Oil & Gas Records of Culberson County.
 - c. ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from the following described land, together with all rights relating thereto, express or implied, reserved unto the State of Texas in Patents recorded as follows: Block 63, Section 6, recorded in Volume 4, Section 108, Block 63, Section 7, recorded in Volume 4, Page 109, Block 63, Section 8, recorded in Volume 4, Page 112, Block 63, Section 17, recorded in Volume 4, Page 114, Block 63, Section 18, recorded in Volume 4, Page 115, and Block 77, Section 6, recorded in Volume 4, Page 520, all in Patent Records, Culberson County, Texas;
 - d. ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from the following dscribed land, together with all rights relating thereto, express or implied, reserved unto the STATE OF TEXAS in Patents recorded as follows: Block 65-7, Section 28, recorded in Volume 4, Page 515, Block 65-7, Section 30, recorded in Volume 4, Page 516, Block 65-7, Section 36, recorded in Volume 4, Page 516, Block 65-8, Section 2, recorded in Volume 4, Page 503, Block 65-8, Section 4, recorded in Volume 4, Page 504, Block 65-8, Section 8, recorded in Volume 4, Page 504, Block 65-8, Section 10, recorded in Volume 4, Page 505, Block 65-8, Section 14, recorded in Volume 4, Page 506, Block 65-8, Section 16, recorded in Volume 4, Page 507, Block 65-8, Section 20, recorded in Volume 4, Page 508, Block 65-8, Section 22, recorded in Volume 4, Page 509, Block 65-8, Section 24, recorded in Volume 4, Page 509, all in Patent Records, Culberson County, Texas;
 - e. Undivided one-half interest in and to all oil, gas and other minerals in, on, under or that may be produced from Sections 18 and 30, Block 65, Township 8, T&P RR Co. Survey, herein described together with all rights relating thereto, express or implied, reserved unto the grantor predecessor in title in Deed from R.B. Durrill et ux Ila Durrill to Perkins & Co., Inc., dated July 20, 1960, recorded in Volume 64, Page 472, Deed Records, Culberson County, Texas.
 - f. RIGHT-OF-WAY EASEMENT from Geoge C. Fraser (formerly George C. Fraser, Jr.), George L. Burr, and David H. McAlpin to State of Texas, dated February 3, 1942, recorded Volume 46, Page 460, Deed Records, Culberson County, Texas; (Block 65-8, Sections 7)

- g. EASEMENT from George C. Fraser (formerly George C. Fraser, Jr.), George L. Burr and David H. McAlpin to El Paso Electric Company, a Texas Corporation, dated January 7, 1948, recorded Volume 52, Page 123, Deed Records, Culberson County, Texas; (Block 65-8, Sections 29 and 31);
- h. RIGHT-OF-WAY EASEMENT NO. 4951 from George C. Fraser, (formerly George C. Fraser Jr.), George L. Burr and John K. Olyphant Jr. to State of Texas, dated July 17, 1950, recorded Volume 55, Page 118, Deed Records, Culberson County, Texas; (Block 65-8, Sections 29 and 31)
- i. RIGHT OF WAY DEED from Roberta Durrill a feme sole to State of Texas, dated December 27, 1957, recorded Volume 60, Page 131, Deed Records, Culberson County, Texas; (Block 65-8, Section 24 and Block 77, Section 6)
- j. RIGHT-OF-WAY DEED from R.B. Durrill & wife, Ila Durrill to State of Texas, dated December 27, 1954, recorded Volume 60, Page 134, Deed Records, Culberson County, Texas; (Block 65-8, Section 20, 22)
- k. RIGHT-OF-WAY DEED from I.R. Stevens to State of Texas, dated October 25, 1954, recorded in Volume 60, Page 137, Deed Records, Culberson County, Texas; (Block 63, Sections 7 & 18 and Block 77, Sections 5)
- l. RIGHT-OF-WAY EASEMENT from M. F. Green and wife Geraldine O. Green to State of Texas, dated April 13, 1955, recorded Volume 60, Page 178, Deed Records, Culberson County, Texas;
- m. RIGHT OF WAY DEED NO. 5305 from George C. Fraser (formerly George C. Fraser, Jr.), George L. Burr and John K. Olyphant, Jr., to County of Culberson, State of Texas, dated March 9, 1955, recorded Volume 60, Page 242, Deed Records, Culberson County, Texas; (Block 65-8, Sections 29, 21, 23)
- n. ASSIGNMENT OF RIGHT-OF-WAY EASEMENTS from Pecos Growers Gas Company, a Texas Corporation to Texas Western Municipal Gas Corporation, dated October __, 1966, recorded in Volume 92, Page 222, Deed Records, Culberson County, Texas; (Block 63, Section 18 and Block 65-8, Section 5)
- o. SUBORDINATION AGREEMENT from Rio Grande Electric Cooperative, inc. to Culberson County, Texas, dated May 3, 1978, recorded Volume 110, Page 308, Deed Records, Culberson County, Texas; (Block 65-7, Sections 20 & 28)
- p. SUBORDINATION AGREEMENT from Rio Grande Electric Cooperative, Inc. to Culberson County, Texas, dated May 2, 1979, recorded Volume 112, Page 52, Deed Records, Culberson County, Texas; (Block 65-7, Sections 28 & 29)
- q. EASEMENT from Jerry R. Powell and wife, Nancy Powell to County of Culberson, State of Texas, dated September 28, 1979, recorded Volume 113, Page 88, Deed Records, Culberson County, Texas; (Block 65-8, Sections 4, 5, 8, 17, and 20 and Block 65-7, Sections 25, 28, 29, 35, and 36)

- r. EASEMENT from Jerry R. Powell and wife, Nancy Powell to County of Culberson, State of Texas, dated June 15, 1979, recorded Volume 113, Page 121, Deed Records, Culberson County, Texas; (Block 65-8, Sections 1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24 and 29, and Block 65-7, Sections 25, 28, 29, 35, 36 and 37, and Block 77, Section 6) and extended by Connecticut General Life Insurance Company, dated February 29, 1988, recorded in Volume 129, Page 309, Deed Records, Culberson County, Texas;
- s. SUBORDINATION AGREEMENT from Culberson County, Texas to Rio Grande Cooperative, Inc., dated December 13, 1976, recorded in Volume 116, Page 823, Deed Records, Culberson County, Texas; (Block 65-7, Sections 20, 28, and 25)
- t. EASEMENT from Connecticut General Life Insurance Company to Continental Telephone of Texas, dated June 17, 1983, recorded Volume 119, Page 900, Deed Records, Culberson County, Texas; (Block 63, Sections 17 and 18)
- u. RATIFICATION AND EXTENSION OF EASEMENT (WITH AMENDMENT) from Jerry R. Powell and wife, Nancy Powell to Culberson County, dated September 28, 1979, recorded Volume 129, Page 261, Deed Records, Culberson County, Texas; (Block 65-8, Sections 4, 5, 8, 17, and 20 and Block 65-7, Sections 25, 28, 29, 35 and 36)
- v. RATIFICATION AND EXTENSION OF EASEMENT from Connecticut General Life Insurance Company to Culberson County, dated June 15, 1979, recorded Volume 129, Page 309, Deed Records, Culberson County, Texas; (Block 65-8, Sections 1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24 and 29 and Block 65-7, Sections 25, 28, 29, 35, 36 and 37, and Block 77, Section 6)
- w. PUBLIC WORKS EASEMENT from Culberson County, Texas to Town of Van Horn, Texas, dated October 15, 1999, recorded Volume 152, Page 893, Deed Records, Culberson County, Texas; (Block 65-8, Sections 29 and 32)
- x. EASEMENT from County of Culberson to El Paso Electric Company, dated July 2, 2007, recorded Volume 173, Page 313, Deed Records, Culberson County, Texas; (Block 65-8, Sections 28 & 29)
- y. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
- z. Lack of a right of access to and from the land, if applicable will be excepted to on the policy
- aa. Rights of adjoining owners in and to party wall fences where same are situated on common boundary lines;
- ab. Visible or apparent easements on or across the herein described property not of record;
- ac. Any portion of the herein described property that falls within the boundaries of any road or roadway;
- ad. ANY encroachment, encumbrance, violation, or adverse circumstance affecting the title, which may not appear of record, that would be disclosed on an accurate and complete survey of the land;

ae. Rights of parties in possession (Owner Policy only).

af. **NOTE: An Affidavit that is a "Notice of claim to the Ysleta Grant and Aboriginal Title Areas" has been filed. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Snecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. The policy to be issued to you will not except to the Affidavit or claims reflected by the Affidavit**

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is entered into by and between THE EL PASO WATER UTILITIES- PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation (the "**Seller**" or "**EPWater**") and Oliver Olin Wooten, as administrative Trustee of the Olin Wooten Trusts, dated October 2, 2008, and/or Entities (the "**Buyer**"). The Seller and the Buyer may be referred to individually herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Seller owns the property described below; and

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Description of Property.** The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in Culberson County, Texas:

Approximately 20,947.96 acres, more or less, in Culberson County, Texas, such property being legally described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "**Property**").

1.1 **Reliance on the Buyer's Own Diligence.** It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property, including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.2 **Easements.** The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

1.3 **Utility Connections and Modifications.** Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

2. **Purchase Price.** The purchase price for the Property shall be Six-Million Five-Hundred Thousand and No/100ths Dollars (\$6,500,000.00), (the "**Purchase Price**").

2.1 **Payable at Closing.** The full Purchase Price shall be tendered to Seller at Closing.

2.2 **Earnest Money.** Buyer shall pay Seller in the amount of Five-Hundred Thousand and No/100ths Dollars (\$500,000.00) (the "**Earnest Money**") with WestStar Title Company LLC, c/o Ms. Janette Coon, 601 N. Mesa Street, El Paso, Texas 79901 (the "**Escrow Agent**") as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when closing occurs.

2.3 **Earnest Money Deposit.** The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

3. **Inspection Period.** For period of sixty (60) days, beginning on the Effective Date (the "**Inspection Period**"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 **Access.** Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before to entering onto the Property at any time prior to Closing.

3.2 **Termination During Inspection Period.** Buyer may terminate this Agreement for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest

Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. **Survey.** If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder.** Within twenty (20) business days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Seller a title commitment covering the Property from WestStar Title (the "**Title Company**"), binding the Title Company to issue an Owner's Policy of Title Insurance ("**Owner's Policy**") with respect to the Property in the full amount of the Purchase Price at the Closing (the "**Title Binder**"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

5.1 **Buyer's Approval of Title.** Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("**Non-Permitted Encumbrances**"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "**Permitted Exceptions**"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 **Compliance.** In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. **Representations of the Seller.** The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 **Parties in Possession.** At the time of Closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 **Mechanic's Lien.** (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 **Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited

to, claims of damage to persons or Property.

6.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 **Taxes.** While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. **Representations of the Buyer.** The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 **Authority.** The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by the Buyer herein.

7.2 **Non-Contravention.** The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 **Consents.** No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 **Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 **Litigation.** There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. Closing. The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "**Approval Date**").

8.1 Amount of Payment of Purchase Price. The full amount of the Purchase Price, less the earnest money deposit, shall be tendered to Seller at the Closing.

8.2 Closing Costs. The Buyer shall be solely responsible for the payment of all costs required to consummate the Closing, including without limitation:

- (a) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
- (b) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property;
- (c) Any and all escrow fees; and
- (d) ~~Intentionally deleted~~

All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in El Paso, Texas.

8.3 Conditions to the Seller's Obligation to Close. The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement.

8.4 Seller's Obligations. At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

- (a) The deed to the Property, in the form attached hereto as Exhibit "B" (the "**Deed**"), (subject to the Permitted Exceptions and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;

- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;
- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and
- (e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 **Buyer's Obligations.** At the Closing, the Buyer shall:

- (a) Pay the Purchase Price;
- (b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and
- (c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

8.6 **Possession.** Possession of the Property will be transferred to the Buyer at Closing.

8.7 **Broker's Fees.** To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under such Party.

9. Default.

9.1 **Default by the Buyer.** If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 **Default by the Seller.** If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 **Recoverable Damages.** The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default

or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 **Costs of Enforcement.** Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 **Return of Property Information.** If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 **Liability of Parties.** Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. Miscellaneous.

10.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities –Public Service Board
Attn: John Balliew, President/CEO
1154 Hawkins Drive
El Paso, Texas 79925

Copy to: El Paso Water Utilities
Attn: Land-Section 140
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
AVidales@epwater.org

BUYER: Olin Wooten or Entities
P.O. Box 820
Hazlehurst, GA 31539
ow@owacc.com

10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or

supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 Time. Time is of the essence of this Agreement and each and every provision hereof.

10.4 Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 Survival of Provisions. The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 "AS IS, WHERE IS". THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO

THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 **Effective Date.** As used herein, "*Effective Date*" means the date this Agreement is received by the Title Company on the space provided for in this Agreement.

10.10 **Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.


10.12 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

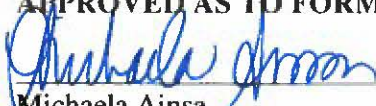
SELLER:

EL PASO WATER UTILITIES –
PUBLIC SERVICE BOARD, a component
unit of THE CITY OF EL PASO, a Texas
municipal corporation

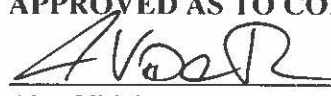
By: 
John E. Balliew, P.E.
President/CEO

Executed on: Oct. 15, 2024

APPROVED AS TO FORM:


Michaela Ainsa
Senior Assistant General Counsel


APPROVED AS TO CONTENT:


Alex Vidales
Utility Land and Water Rights Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 15th day of October, 2024, by John Balliew, P.E., President/CEO of the El Paso Water Utilities – Public Service Board.


Notary Public, State of Texas

My Commission Expires:
8-16-2028



[Signatures Continue on the Following Page]

BUYER:

Oliver Olin Wooten Trusts, Dated October 2, 2008, and/or Entities

Oliver Olin Wooten 10-15-24

By: Oliver Olin Wooten 10-15-24
Oliver Olin Wooten as Administrative Trustee

Executed on: 10-15-24

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 15th day of Oct, 2024, by Oliver Olin Wooten of the Olin Wooten Trust

Karen Rantz
Notary Public, State of Texas Georgia

My Commission Expires:

4/2/2025

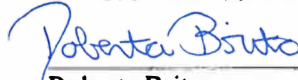


This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the ___ day of _____, 2025, which shall be the *Approval Date* for the purpose described herein.

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

By: _____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the 19th day of OCTOBER, 2024. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:

By: Janeth Coon
Its: SVP, Commercial Escrow
Manager

EXHIBIT A
Legal Description of Property

SURVEY 1
FIELD NOTES
WEST PART OF WILD HORSE VALLEY FARM

FIELD NOTES DESCRIBING A SURVEY OF 18,897.12 ACRES OF LAND IN BLOCK 65, TOWNSHIPS 7 AND 8, T. & P. R.R. COMPANY SURVEY, AND BLOCK 77, PUBLIC SCHOOL SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch rod in a large stone mound recovered at the Southwest corner of Section 20 and the Northwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, Culberson County, Texas, identified as set by R.W. Baker in 1959, for the Northernmost Northwest corner of this survey, whence a 3/8 inch iron pipe in a stone mound bears S 89° 32' 53" W 18.49 feet, and a 1 1/4 inch GIP marked "SW20, NW25, B65, T7, T. & P., 1959 E.L. PSL B122, 1959" in a large stone mound recovered at the Southeast corner of Section 8 and the Northwest corner of Section 9, Block 122, Public School Land Survey, Culberson County, Texas, identified by R.W. Baker as a corner set by A.H. Parker in his original survey of said Block 122, in October, 1900, bears N 0° 00' 30" W 103.84 feet, a brass cap in concrete marked "SE36, NE37 Block 65 T, T. & P. RY. Company Survey, KRA-139, 1939" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas, bears S 12° 47' 50" E 49,250.57 feet;

THENCE S 89° 55' 50" E 5,703.24 feet along the common line of said Sections 20 and 25, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 19, 20," set for the common corner of Sections 25, 26, 19, and 20 of said Block 65, Township 7, for the Northernmost Northeast corner of this survey;

THENCE S 0° 02' 00" W 5,557.37 feet along the common line of Sections 25 and 26, Block 65, Township 7, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 28, 27, set at the common corner of Sections 25, 26, 27 and 28, Block 65, Township 7, for a corner of this survey;

THENCE N 88° 59' 18" W 25.00 feet along the common line of Sections 25 and 28, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 1,986.57 feet to a 1/2 inch rod with an aluminum cap marked "PKS RPLS 2198", set for an interior corner of this survey;

THENCE S 45° 02' 00" W 319.61 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 05" W 406.88 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 44° 58' 00" E 319.62 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 2,409.42 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 28 and 37, Block 65, Township 7, for an interior corner of this survey;

THENCE S 89° 52' 15" E 25.00 feet along said common line to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 28, 27, 37, 38" set at the common corner of Sections 28, 27, 37 and 38, Block 65, Township 7, for a corner of this survey;

THENCE S 0° 02' 00" W 5,148.90 feet along the common line of said Sections 37 and 38 to a recovered 1 1/4 inch G.I.P. marked "SE37, SW38, NE2, NW1, B65, T7, T8, T & P, 1959", as set by R.W. Baker in 1959 at the common corner of Sections 37 and 38, Block 65, Township 7, and Sections 2 and 1, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 89° 56' 54" E 4,949.07 feet along the common line of Section 38, Block 65, Township 7, and Section 1, Block 65, Township 8, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a point calculated for the Southeast corner of Section 38, Block 65, Township 7, the Northeast corner of Section 1, Block 65, Township 8, the Southwest corner of Section 43, Block 64, Township 7, and the Northwest corner of Section 4, Block 77, Public School Land Survey, Culberson County, Texas, bears N 89° 56' 57" 283.33 feet;

THENCE S 0° 02' 04" W 4,486.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SWN Part S4 B77, PSL, EL, S1, B65, T8, 1959" stone mound under a fence as set by R.W. Baker in 1959, the Southwest corner of the North part of Section 4, Block 77, Public School Land Survey, bears S 88° 57' 15" E 283.46 feet;

THENCE N 89° 59' 00" W 2,036.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 02" W 659.27 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 59' 00" W 2,915.42 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198 2, 1, 11, 12," set for an interior corner of this survey, the common corner of Sections 2, 1, 11 and 12 of Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas;

THENCE S 0° 03' 43" W 3,917.70 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 54' 38" W at 1.11 feet pass a 3/4 inch iron pipe at a fence corner, in all 1,320.00 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 03' 42" W 1,319.01 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 11 and 14, Block 65, Township 8, for an interior corner of this survey;

THENCE S 89° 54' 39" E 1,320.00 feet to a 1 1/4 inch G.I.P. marked "SE11, SW12, NE14, NW13, B65, T8, T 7 P, 1959" in a stone mound under a fence as set by R.W. Baker in 1959, the common corner of Sections 11, 12, 13, and 14, Block 65, Township 8, T. & P. R.R. Company Survey for a corner of this survey;

THENCE S 89° 58' 30" E 5,236.70 to a 1 1/4 inch G.I.P. marked "SE12, NE13, B65, T8, T&P, WL B77, PSL, 1959," in a stone mound at a fence corner, as set by R.W. Baker in 1959, the common corner of said Sections 13 and 12 of said Block 65, Township 8, on the West line of said Block 77, for a corner of this survey;

THENCE S 0° 01' 39" W along the East line of said Block 65, Township 8, and the West line of said Block 77 at 5,591.81 feet pass a point, the Southeast corner of Section 13 and the Northeast corner of Section 24 of said Block 65, Township 8, on the West line of said Block 77, at 7,142.17 feet pass a point, the Southwest corner of Section 5 and the Northwest corner of Section 6 of said Block 77 on the East line of said Block 65, Township 8, in all 7,813.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 89° 57' 58" E 3,128.69 along the South line of a 570.00 acre tract of land out of Sections 5 and 6, Block 77, Public School Land Survey, described by mates and bounds in deed recorded in Volume 66, Page 171, of the Deed Records in Culberson County, Texas, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the West right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE S 0° 01' 27" W 102.40 feet along the West right of way line of F.M. Highway 2185 to a point, whence a concrete right of way marker bears N 89° 14' 29" E 101.06 feet, for a corner of this survey;

THENCE S 0° 02' 21" W 2,203.26 feet along said right of way line to a concrete right of way marker on the P.C. of a curve to the right for a corner of this survey;

THENCE along a curve to the right, with a Delta of 89° 58' 49", a radius of 905.21 feet, an arc length of 1,421.59 feet, a Long Chord with a bearing of S 45° 05' 25" W and a length of 1,279.94 feet to a concrete right of way marker recovered on the P.T. of a curve on the North right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE N 89° 58' 52" W along the North right of way line of said F.M. Highway 2185 at 2,222.21 feet pass the common line of said Section 6, Block 77, and Section 24, Block 65, Township 8, from whence a calculated point for the Southeast corner of Section 24 and the Northeast corner of Section 25, Block 65, T8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 62.65 feet, a brass cap in concrete marked "SE36, NE37, B65, T8, T. & P. R.R. Company Survey, KRA 139, 1931" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 10,594.71 feet, in all 7,291.40 feet to a concrete right of way marker on said right of way line for a corner of this survey;

THENCE N 89° 58' 30" W along the North right of way line of said F.M. Highway 2185 at 169.14 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch GIP marked "SE23, SW24, NW25, NE26, B65, T8, T&P, offset 13.45 varas North 1959" in stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 06" W 100.95 feet, at 5,493.77 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch G.I.P. marked "NE27, NW26, SE22, SW23, B65, T8, T&P, offset 14.8 varas North, 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 57" W 101.70 feet, in all 5,999.64 feet to a concrete right of way marker for a corner of this survey;

THENCE N 89° 56' 22" W along the North right of way line of Highway 2185 at 4,818.87 feet pass the common line of Sections 21 and 22 of said Block 65, from whence a 1 1/4 inch GIP marked "SW22, SE21, NE28, NW27, B65, T8, T&P, offset 14.5 varas North 1959" in stone mound as set by R.W. Baker in 1959, bears S 0° 02' 03" W 102.92 feet, in all 10,102.14 feet to a concrete right of way marker on the P.C. of a curve to the left, for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SE20, SW21, NE29, NW28, B65, T8, T&P, offset 17.46 varas North, 1959" in a stone mound under fence as set by R.W. Baker in 1959, bears S 21° 57' 18" W 115.76 feet;

THENCE along the North right of way line of F.M. Highway 2185, a curve to the left with a Delta of 45° 32' 14", a Radius of 1,484.34 feet, an Arc Length of 1,179.72 feet and a Long Chord with a bearing of S 66° 56' 44" W and a distance of 1,148.91 feet, to a concrete right of way marker on the P.T. of a curve for a corner of this survey;

THENCE S 44° 31' 25" W 359.30 feet along the Northwest right of way of F.M. Highway 2185 to a concrete right of way marker on the P.C. of a curve for a corner of this survey;

THENCE along said right of way along and curve to the left with a Delta of 44° 38' 58", a Radius of 1,492.91 feet an Arc Length of 1,163.39 feet and a Long Chord with a bearing of S 22° 01' 33" W and a distance of 1,134.18 feet to a concrete right of way marker on the P.T. of curve for a corner of this survey;

THENCE S 0° 05' 09" E 4.11 feet, along the West right of way line of F.M. Highway 2185 to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" for a corner of this survey;

THENCE S 89° 34' 49" W along a fence at 3,629.78 feet pass the common line of Sections 29 and 30 of said Block 65, in all 8,953.43 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of the G.W. Russ Survey, Block G and Block 65, Township 8, for the Southwest corner of this survey, from whence a 5/8 inch rod in a stone mound bears N 03° 42' 33" W 90.71 feet and a fence corner bears S 89° 34' 49" W 186.09 feet;

THENCE N 0° 01' 10" E along the West line of Block 65, Township 8, and the East line of the G.W. Russ Survey, Block G, at 1,333.25 feet pass a 1 1/4 inch GIP marked "SE13, B-G," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 13 and the Northeast corner of Section 11 of said Block G, in all 1,777.01 feet to a 1 1/4 inch GIP marked "SW19, NW30, B65, T8, T&P, 1959" as set by R.W. Baker in 1959 the Southwest corner of Section 19 and the Northwest corner of Section 30 of said Block 65, Township 8, for a corner of this survey;

THENCE N 00° 00' 56" E 3,005.48 feet along the common line of Block 6, G.W. Russ Survey, and Block 65, Township 8, T. & P. R.R. Company Survey, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the Southeast right of way line of State Highway 54, for a corner of this survey;

THENCE N 15° 49' 01" E 140.43 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 17" E along the Southeast right of way line of State Highway 54, at 2,441.01 feet pass the common line of Sections 18 and 19, Block 65, Township 8, T. & P. R.R. Company Survey, from whence a 1 1/4 inch GIP marked "SW18, NW19, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, the Southwest corner of Section 18 and the Northwest corner of Section 19, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 45" W 703.13 feet, at 8,247.60 feet pass the common line of Section 7 and 18 of said Block 65, Township 8, from whence a 1 1/4 inch G.I.P. marked "SW7, NW18, B65, T8, T&P, 1959" as set by R.W. Baker in 1959, for the Southwest corner of Section 7 and the Northwest corner of Section 18, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 54" W 2,284.33 feet, in all 8,401.73 feet to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 25" E 900.07 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 14" E 4,382.20 feet along said right of way line to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 6 and 7 of said Block 65, Township 8, for a corner of this survey;

THENCE S 89° 58' 54" E 1,542.66 feet along said common line to a 1 1/4 inch G.I.P. marked "SE6, SW5, NE7, NW8, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959 at the common corner of Sections 5, 6, 7, and 8, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 07' 46" E 5,149.70 feet along the common line of said Sections 5 and 6 to a 1 1/4 inch G.I.P. marked "SE33, SW34, NE6, NWS, T7, T8, B65, T&P, 1959" in a stone mound as set by R.W. Baker, the common corner of Sections 33 and 34, Township 7 and Sections 5 and 6, Township 8, Block 65, T. & P. R.R. Company Survey, for a corner of this survey;

THENCE S 89° 56' 09" E 5,325.44 feet along the common line of Section 34, Township 7, and Section 5, Township 8, to a 1 1/4 inch G.I.P. marked "SE34, SW35, NE5, NW4, B65, T-7, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, for the common corner of Sections 34 and 35, Township 7, and Sections 4 and 5, Township 8, said Block 65, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 01' 09" E along the common line of Sections 34 and 35 of said Block 65, at 5,146.67 feet pass a point for the common corner of Sections 30, 31, 34 and 35, of said Block 65, Township 7, in all 10,486.38 feet to a recovered 1 1/4 inch G.I.P. marked "NE31, NW30, B65, T7, T&P, S.L. 10, B122, PSL 1959" in a stone mound as set by R.W. Baker in 1959, the Northeast corner of Section 31 and the Northwest corner of Section 30, Block 65, Township 7, T. & P. R.R. Company Survey, for a corner of this survey, from whence a 3/4 inch G.I.P. marked "SW10, B122, PSL, SE24, B65, T7" in a stone mound, as recovered and identified by R.W. Baker as the Southwest corner of Section 10, Block 122, Public School Land Survey, and as corner set by A.H. Parker in October 1900, bears N 89° 54' 47" W 515.40 feet;

THENCE N 89° 58' 07" E 4,894.47 feet, to a 1 1/4 inch G.I.P. marked "SE10, SW9, B122, PSL," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 10 and the Southwest corner of Section 9, Block 122, Public School Land Survey for a corner of this survey; whence a 1" IP in a stone mound bears S 79° 41' 45" E 488.87 feet;

THENCE S 89° 57' 46" E at 440.50 feet pass a point, the Northeast corner of Section 30 and the Northwest corner Section 29 of said Block 65, Township 7, in all 5,389.55 feet to a 1 1/4 inch G.I.P. marked "SE9, B122, PSL, SW25, B65, T7, T&P 1959," in a stone mound as recovered and identified by R.W. Baker in 1959, as corner set by A.H. Parker in October 1900, for the Southeast corner of Section 9, Block 122, Public School Land Survey, and the Southwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, whence a large stone mound recovered at the common corner of Sections 25, 28 and 29, Block 65, Township 7, bears S 89° 57' 27" E 385.91 feet, for an interior corner of this survey;

THENCE N 0° 04' 13" E 5,470.05 feet along the East line of said Section 9, Block 122, and the West line of said Section 25, to the place of beginning.

Containing 18,890.82 acres of land more or less.

**SURVEY 2
FIELD NOTES
EAST PART OF WILD HORSE VALLEY FARM**

FIELD NOTES DESCRIBING A SURVEY OF 2,057.14 ACRES OF LAND IN BLOCK 63, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 3, 6, 5", set at the Northeast corner of Section 6 and the Northwest corner of Section 5, Block 63, on the South line of Section 3, Block 77, Public School Land Surveys, Culberson County, Texas, whence a 1 1/4 inch G.I.P. marked "SE46, SW47, B64, T7, TXL, 1958" as set by R.W. Baker in 1958, the Southeast corner of Section 46 and the Southwest corner of Section 47, Block 64, Township 7, T. & P. R.R. Company Survey, on the North line of Section 3, of said Block 77, bears N 78° 37' 21" E 12,914.19 feet, for the Northeast corner of this survey;

THENCE N 89° 58' 41" W 748.85 feet along the North line of said Section 6, Block 63, and the South line of said Section 3, Block 77, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse draw for a corner of this survey;

THENCE along the center line meanders of Wild Horse Draw as follows:

S 46° 45' 32" W	115.09 feet to a 60 D Nail;
S 17° 32' 53" W	156.02 feet to a 60 D Nail;
S 05° 53' 25" W	136.66 feet to a 60 D Nail;
S 53° 10' 21" W	196.55 feet to a 60 D Nail;
S 24° 35' 14" W	58.35 feet to a 60 D Nail;
S 09° 25' 29" E	209.74 feet to a 60 D Nail;
S 67° 56' 05" W	54.52 feet to a 60 D Nail;
N 81° 14' 19" W	47.09 feet to a 60 D Nail;
N 36° 37' 19" W	117.69 feet to a 60 D Nail;
N 84° 52' 00" W	46.42 feet to a 60 D Nail;
S 57° 31' 08" W	267.39 feet to a 60 D Nail;
S 20° 35' 58" E	62.50 feet to a 60 D Nail;
S 39° 27' 36" E	152.96 feet to a 60 D Nail;
S 26° 41' 27" E	86.22 feet to a 60 D Nail;
S 17° 37' 20" W	57.77 feet to a 60 D Nail;
S 64° 50' 46" W	130.91 feet to a 60 D Nail;
S 15° 49' 40" W	101.84 feet to a 60 D Nail;

S 27° 16' 41" E 90.49 feet to a 60 D Nail;
 S 31° 18' 49" W 196.82 feet to a 60 D Nail;
 S 05° 07' 14" W 72.10 feet to a 60 D Nail;
 S 65° 26' 04" E 140.95 feet to a 60 D Nail;
 S 30° 06' 13" W 87.63 feet to a 60 D Nail;
 S 78° 42' 02" W 103.24 feet to a 60 D Nail;
 N 49° 45' 33" W 75.19 feet to a 60 D Nail;
 S 81° 37' 58" W 30.09 feet to a 60 D Nail;
 S 57° 01' 51" W 237.13 feet to a 60 D Nail;
 N 59° 34' 22" W 140.78 feet to a 60 D Nail;
 S 88° 33' 20" W 44.79 feet to a 60 D Nail;
 S 33° 33' 00" W 69.98 feet to a 60 D Nail;
 S 03° 27' 04" W 122.19 feet to a 60 D Nail;
 S 52° 59' 06" W 29.86 feet to a 60 D Nail;
 N 63° 24' 13" W 65.84 feet to a 60 D Nail;
 N 46° 08' 01" W 93.08 feet to a 60 D Nail;
 S 84° 31' 05" W 80.03 feet to a 60 D Nail;
 S 72° 50' 15" W 187.30 feet to a 60 D Nail;
 S 62° 51' 25" W 129.08 feet to a 60 D Nail;
 S 44° 36' 39" W 266.17 feet to a 60 D Nail;
 N 65° 48' 24" W 42.33 feet to a 60 D Nail;
 N 31° 47' 56" W 117.83 feet to a 60 D Nail;
 N 47° 48' 16" W 104.23 feet to a 60 D Nail;
 N 70° 35' 14" W 100.19 feet to a 3/4 inch iron pipe;
 S 78° 19' 55" W 53.68 feet to a 60 D Nail;
 S 48° 38' 38" W 65.23 feet to a 60 D Nail;
 S 39° 18' 25" W 77.38 feet to a 60 D Nail;
 S 71° 44' 36" W 37.50 feet to a 60 D Nail;
 N 81° 58' 56" W 81.43 feet to a 60 D Nail;
 N 63° 25' 26" W 72.06 feet to a 60 D Nail;
 S 74° 41' 01" W 48.39 feet to a 3/4 inch iron pipe;
 S 23° 37' 53" W 214.26 feet to a 60 D Nail;
 S 58° 52' 01" W 283.32 feet to a 60 D Nail;
 S 05° 25' 07" W 261.50 feet to a 1 1/4 inch iron pipe;
 S 18° 28' 27" E 540.39 feet to a 60 D Nail;
 S 26° 04' 15" E 453.94 feet to a 60 D Nail;
 S 37° 32' 26" W 352.17 feet to a 60 D Nail;
 S 09° 20' 15" E 205.05 feet to a 60 D Nail;
 S 25° 55' 01" E 176.50 feet to a 60 D Nail;
 S 56° 45' 15" E 475.85 feet to a 60 D Nail;
 S 66° 53' 57" E 198.04 feet to a 60 D Nail;
 S 62° 20' 06" E 471.04 feet to a 60 D Nail;
 S 44° 07' 30" E 369.46 feet to a 60 D Nail;
 S 35° 54' 07" E 121.04 feet to a 60 D Nail;
 S 79° 55' 38" E 191.23 feet to a 60 D Nail;

THENCE S 35° 37' 47" E along said draw at 151.46 feet pass a point on the common line of Sections 6 and 7, Block 63, Public School Land Survey, whence a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set at the common corners of Sections 6, 5, 7, and 8 of said Block 63, bears S 89° 58' 57" E 1,910.99 feet, in all 351.87 feet;

THENCE continuing with said Wild Horse Draw meanders as follows:

S 77° 03' 14" E 241.46 feet to a 60 D Nail;
S 35° 44' 14" E 191.38 feet to a 60 D Nail;
S 18° 56' 50" E 260.79 feet to a 60 D Nail;
S 28° 20' 24" E 87.69 feet to a 60 D Nail;
S 37° 02' 59" W 46.30 feet to a 60 D Nail;
S 82° 17' 23" W 129.79 feet to a 60 D Nail;
S 43° 59' 15" W 110.57 feet to a 60 D Nail;
S 11° 16' 36" E 134.77 feet to a 60 D Nail;
S 49° 07' 06" E 414.05 feet to a 60 D Nail;
S 38° 56' 55" E 287.64 feet to a 60 D Nail;
S 03° 06' 17" W 220.20 feet to a 60 D Nail;
S 36° 40' 53" E 409.16 feet to a 60 D Nail;
S 53° 02' 19" E 131.22 feet to a 60 D Nail;
N 85° 44' 58" E 148.60 feet to a 60 D Nail;
S 53° 40' 06" E 122.81 feet to a 60 D Nail;
S 12° 41' 17" E 61.21 feet to a 60 D Nail;
S 21° 48' 36" W 68.53 feet to a 60 D Nail;
N 82° 46' 06" W 196.42 feet to a 60 D Nail;
S 73° 43' 17" W 92.63 feet to a 60 D Nail;
S 19° 00' 34" W 163.94 feet to a 60 D Nail;
S 43° 46' 57" E 176.46 feet to a 60 D Nail;

THENCE S 60° 08' 40" E 178.78 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the South line of the North half of said Section 7, for an interior corner of this survey;

THENCE N 89° 59' 05" W 3,764.13 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE S 0° 01' 27" W 1,320.00 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE N 89° 59' 06" W 941.19 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the East right of way line of F.M. 2185 for a corner of this survey;

THENCE S 0° 01' 27" W along said right of way, at 1,321.24 feet pass the common line of Sections 7 and 18 of said Block 63, in all 6,502.17 feet to a concrete right of way marker, whence a 1 1/4 inch G.T.P. marked "NE6, SW5, B77, PSL, WL18, B63, 19.1 varas E," in a stone mound under a fence, as set by R.W. Baker in 1959, bears N 7° 31' 17" W 778.93 feet, for a corner of this survey;

THENCE S 0° 01' 21" W 101.86 feet along the East right of way line of said F.M. Highway 2185, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Section 18 and Section 19 of said Block 63, for the Southwest corner of this survey, whence a railroad spike recovered in the pavement centerline of F.M. 2185, bears N 88° 37' 05" W 50.30 feet, a point calculated at the Southwest corner of Section 18 and the Northwest

corner of Section 19 of said Block 63, on the East line of Block 77, Public School Land Survey, bears N 89° 59' 29" W 49.25 feet, from whence a 4 inch by 4 inch concrete monument with brass cap marked "N.W. 6 UT Block 48" recovered at the Northwest corner of Block 48 University Land Survey, bears S 0° 37' 14" W 5,310.05 feet;

THENCE S 89° 59' 29" E at 5,225.10 feet pass a point calculated at the common corner of Sections 18, 17, 19 and 20 of said Block 63, in all 10,499.45 feet to a 1 inch G.I.P. recovered flush with road, at the common corner of Sections 17, 16, 20 and 21, for the Southeast corner of this survey, and an interior corner of the Southwest Sunsites Subdivision, as per plat recorded in Volume 5 Pages 23-28, of the plat records of Culberson County, Texas, from whence a 1 inch iron pipe marked "17, 16, 20, 21", at a fence corner bears N 48° 42' 17" W 122.88 feet;

THENCE N 0° 01' 39" E 5,281.88 feet, along the common line of Sections 17 and 16, and along the West line of said subdivision, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 8, 9, 17, 16" set at the common corner of Section 8, 9, 17 and 16 of said Block 63, for a corner of this survey, whence a 6 inch iron pipe 6 feet high, bears N 67° 17' 56" E 15.99 feet;

THENCE N 89° 59' 14" W 2,962.41 feet along the common line of Sections 8 and 9 of said Block 63, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse Draw, for an interior corner of this survey;

THENCE along the centerline meanders of Wild Horse Draw as follows:

N 05° 20' 39" W	804.62 feet to a point;
N 61° 35' 11" E	137.90 feet to a point;
N 39° 10' 27" E	178.60 feet to a point;
N 8° 31' 59" E	199.50 feet to a point;
N 26° 47' 24" W	154.60 feet to a point;
N 40° 12' 51" W	217.30 feet to a point;
N 58° 40' 43" W	614.60 feet to a point;
N 39° 49' 17" W	310.12 feet to a point;
N 68° 15' 40" W	698.10 feet to a point;
N 67° 14' 41" W	187.60 feet to a point;
N 62° 09' 10" W	195.60 feet to a point;

THENCE N 77° 56' 29" W 584.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 8 and 7 of said Block 63, for a corner of this survey;

THENCE N 0° 01' 39" E at 2,674.14 feet, pass a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set on the common corner of Sections 5, 6, 7 and 8 of said Block 63, in all 7,956.42 feet to the place of beginning;

Containing 2,057.14 acres of land more or less.

And said West part and East part (pages 1 through 11 above) of Wild Horse Valley Farm being the same property as that described in Deed to Connecticut General Life Insurance Company recorded in Volume 141, Page 142, Deed Records, Culberson County, Texas, as follows:

Wild Horse Farm

EXHIBIT A

The following described land is all in Culberson County, Texas, to-wit:

All of SECTIONS 25, 26, 27, 30, 33, 36 and 37, Block 65, Township 7, T&P RR Co. Survey;

All of SECTIONS 2, 3, 4, 5, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23 and 24, all in Block 65, Township 8, T&P RR Co. Survey;

All of SECTION 1, Block 65, Township 8, T&P RR Co. Survey, containing 610.31 acres, SAVE AND EXCEPT 64.04 acres off the East side. A metes and bounds description is as follows:

BEGINNING at the Northwest corner of SECTION 4, Block 77, Public School Land, and the Northeast corner of SECTION 1, Township 8, Block 65;

THENCE South along the East line of SECTION 1, Township 8, Block 65, 1850 varas to a point for the Southeast corner of this tract; and the Southeast corner of said SECTION 1;

THENCE West along the South line of said SECTION 1 a distance of 835 varas for the Southwest corner of this tract;

THENCE North parallel with the East line of SECTION 1 a distance of 235 varas to a point;

THENCE East parallel with the South line of said SECTION 1 a distance of 733 varas to a point;

THENCE North parallel with the East line of said SECTION 1 a distance of 1613 varas to a point in the North line of said SECTION 1;

THENCE East along the North line of said SECTION 1 a distance of 102 varas to the Northwest corner of said SECTION 1, and the beginning point of this tract.

All of SECTION 11, Block 65, Township 8, T&P RR Co. Survey, SAVE AND EXCEPT forty (40) acres out of the Southeast corner of said Section described as follows, to-wit:

BEGINNING at the Southeast corner of said SECTION 11, Township 8, Block 65, said corner being the common corner for SECTIONS 11, 12, 13 and 14, Township 8, Block 65;

THENCE North along the East line of SECTION 11, a distance of 1320 feet to a point;

THENCE West and parallel to the South line of SECTION 11, a distance of 1320 feet to a point;

THENCE South and parallel to the East line of SECTION 11, a distance of 1320 feet to a point in the South line of SECTION 11;

THENCE East along the South line of SECTION 11, a distance of 1320 feet to the place of beginning, containing in all 40 acres;

Said SECTION 11 containing 602 acres, more or less, excluding said 40 acres.

The South 208 acres, more or less, of SECTION 4, Block 77, Public School Lands Survey, Culberson County, Texas, described as follows, to-wit:

BEGINNING at the Northeast corner of SECTION 25, Township 8, Block 65, T&P RR Co. Survey, for the Southwest corner of this tract;

THENCE North 1645.56 feet with the East line of SECTION 24, to the Northwest corner of this tract;

THENCE East 3126.3 feet parallel to the North line of SECTION 4 to the Northeast corner of this tract with the Northeast corner lying on the West line of SECTION 19, Block 63, Public School Land;

THENCE South approximately 1845.56 feet along the East line of SECTION 6 and the West line of SECTION 19 to the point of intersection by the North boundary line of F.M. Road No. 2185 right-of-way for the Southeast corner of this tract;

THENCE Southwesterly around curve to the right, 1421.3 feet to the end of said curve, the long chord of which is 1250.37 feet, South 45 degrees West;

THENCE West 2222.9 feet with said right-of-way to the beginning of this tract which is the Northeast corner of SECTION 25, Township 8, Block 65, T&P RR Co. Survey, Culberson County, Texas.

A tract of land out of SECTION 19, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 20, S.E. 19, S.W. 20, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large stone mound, the original Northeast corner of SECTION 37 in said Block and Township bears East 952.32 varas and South 3814.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29, and 30, Block 65, Township 8, T&P RR Co. Survey, Culberson County, Texas, and the Northwest corner of this tract;

THENCE South along the East line of SECTION 30, at 494.20 varas pass the South line of the North Half of the North Half (N/2 N/2) SECTION 29, 618.45 varas in all to a point in an east-west fence line for the Southwest corner of this tract;

THENCE East along said fence line 1304.33 varas to a point in the West right-of-way line of F.M. Highway No. 2185 for the Southeast corner of this tract;

THENCE North along the West right-of-way line of F.M. Highway No. 2185, 1.7 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeastery along the West right-of-way line of F.M. Highway No. 2185 and along the arc of a 3 degree 52' curve to the right, radius 333.76 varas, the chord of which bears North 21 degrees 37' East 408.3 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE North 44 degrees 30' East along the West right-of-way line of F.M. Highway No. 2185, 129.2 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeastery along the arc of a 3 degree 52' curve to the right, radius 333.76 varas, the chord of which bears North 58 degrees 13' East 239.9 varas to a point in the intersection of the West right-of-way line of F.M. Highway No. 2185 and the North line of SECTION 19 for the Northeast corner of this tract;

THENCE West along the North line of SECTION 19, 1768.38 varas to the PLACE OF BEGINNING, containing 136.39 acres of land.

A tract of land out of SECTION 19, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 20, S.E. 19, N.W. 30, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 37, Block 65, Township 8, bears East 952.32 varas and

South 3814.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29 and 30, Block 65, Township 8, T&P RR Co. Survey, THENCE North along the West line of SECTION 19, Block 65, Township 8, 1864.1 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 34 for a corner of this tract;

THENCE North 15 degrees 49' East along the East right-of-way line of State Highway No. 34, 949.9 varas to a 3/4" iron pipe in the South

line of SECTION 18, Block 65, Township 8 for the Northwest corner of this tract;

THENCE East along the South line of said SECTION 18, 1657.40 varas to a 1-1/4" galvanized iron pipe marked S.W. 17, S.E. 18, N.E. 19, N.W. 20, Block 65, Township 8 for the common corner of SECTIONS 17, 18, 19 and 20 and the Northeast corner of this tract;

THENCE South along the East line of SECTION 18, 1978.0 varas to the PLACE OF BEGINNING, containing 610.49 acres of land.

A tract of land out of SECTION 20, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at the Northeast corner of Survey No. 30, Block 65, Township 8, T&P RR Co. Survey for the Northeast corner of this tract;

THENCE South 607.9 varas with the East line of said Survey No. 30, the Northeast corner of the South part in said line of the Southwest corner of this Survey;

THENCE West 1839 varas with the North line of this North part to the Northwest corner of same in said line, for the Southwest corner of this Survey;

THENCE North 607.9 varas with the West line of said Survey No. 30 to the Northwest corner of same, for the Northwest corner of this Survey;

THENCE East 1839 varas with the North line of said Survey No. 30, to the PLACE OF BEGINNING, containing 100 acres of land, more or less.

A tract of land out of SECTION 7, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 5, S.E. 6, N.W. 8, N.E. 7, Block 65, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 17, Block 65, Township 8 bears East 9352.32 varas and South 9490.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 5, 6, 7 and 8, Block 65, Township 8, T&P RR Co. Survey, Culberson County, Texas, and the Northeast corner of this tract;

THENCE West along the North line of SECTION 7, 533.08 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 54 for the Northwest corner of this tract;

THENCE South 14 degrees 10' West along the East right-of-way line of said Highway No. 54, 1946.) varas to a 3/4" iron pipe in the North line of SECTION 18 for the Southwest corner of this tract;

THENCE East along the North line of SECTION 18, 1028.78 varas to a 1-1/4" iron pipe marked S.W. 6, S.E. 7, N.W. 17, N.E. 18, Block 65, Township 8, for the common corner of SECTIONS 7, 8, 17 and 18, and the Southeast corner of this tract;

THENCE North along the East line of SECTION 7, 1865.0 varas to the PLACE OF BEGINNING, containing 264.14 acres of land.

The North Half (N/2) of that portion of SECTION 18, Block 65, Township 8, T&P RR Co. Survey lying East of State Highway 54, containing approximately 312.50 acres, more or less, and being Tract 2 in deed from Perkins and Co., INC. to William Kimple, dated May 14, 1963, recorded in Volume 71, Page 340, Deed Records of Culberson County, Texas.

The South Half (S/2) SECTION 18, Block 65, Township 8, T&P RR Co. Survey, containing about 339.75 acres, more or less, and more specifically described as follows:

BEGINNING at the Southeast corner of SECTION 18;

THENCE West along the South line of SECTION 18, 1657.40 varas to the East line of the right-of-way of State Highway No. 54;

THENCE Northeastly along the said right-of-way a point about 1006.3 varas due North in a perpendicular line from the South line of SECTION 18;

THENCE East to the East line of SECTION 18 at a point about 1006.3 varas North of the Southeast corner of SECTION 18;

THENCE South about 1006.3 varas along the East line of SECTION 18 to the POINT OF BEGINNING;

And being Tract 2 as described in Deed from Perkins & Co., Inc. to Walter Luna, et al., dated May 14, 1963, recorded in Volume 71, Pages 346-348, Deed Records of Culberson County, Texas.

SAVE AND EXCEPT:

1. That certain two acre tract located in and being a part of Survey 28, Block 63, Township 7, T&P Ry. Co. Survey, as described in deed from R. B. Durrill, et ux. to Capitan Co., a corporation, dated the 3rd day of April 1959, and recorded in Volume 63, pages 238-239, Deed Records of Culberson County, Texas.

2. That certain tract of 4.291 acres, more or less, located in and being a part of Survey 28, Block 63, Township 7, T&P Ry. Co. Survey, described in deed from R. B. Durrill, et ux. to Capitan Company, a corporation, dated the 5th day of March, 1960, and recorded in Volume 66, at pages 83-84, Deed Records of Culberson County, Texas.

The following described land in Culberson County, Texas, to-wit:

PART I:

All of SECTIONS 17 and 18, Block 63, Public School Lands Survey;

The South Half (S/2) of SECTION 7, Block 63, Public School Lands Survey, SAVE AND EXCEPT 30 acres being the West 3/4 of the Northwest quarter of the Southwest quarter of said SECTION 7, more fully described as follows, to-wit:

BEGINNING at the Northwest corner of the Southwest quarter of said SECTION 7, which point is in the West line of said SECTION 7, and is 930.4 varas South of the Northwest Corner of said SECTION 7;

THENCE East 936.4 varas;

THENCE South 475.3 varas;

THENCE West 336.4 varas to the West line of said SECTION 7;

THENCE North 475.2 varas along the West line of said SECTION 7, to the PLACE OF BEGINNING.

87.2 acres of land out of SECTION 8, Block 63, Public School Lands Survey, and being that portion of said SECTION 8 lying South and West of Wild Horse Creek;

Said Part I consisting of 1,590 acres, more or less.

PART II:

Tract One:

130.3 acres, more or less, described by notes and bounds as follows: known as a part of the S/2 of SECTION 6, Block 63, Public School Lands Survey;

BEGINNING at the NE corner of this tract, in the North line of Survey No. 6, No. 63, P.S.L., from which the NE corner of said Survey No. 6 bears East 101.0 varas; the SE corner of Block 63, the SW corner of Block 64, Township 7, and the NE corner of Block 63, Township 8, T&P RR Co. Surveys, bears North 910 varas and West 2,943 varas.

THENCE West 157.5 varas with the North line of said Survey No. 6, to a corner of this tract in the bed of Wild Horse Creek.

THENCE along the bed of Wild Horse Creek, with its meanders: -S 44 degrees 20' W 72.7 varas; S 1-degree 28' W 94.1 varas; S 51 degree 20' W 49.3 varas; S 15 degree 08' W 30.2 varas; S 8 degree 28' E 67.3 varas; S 83 degree 02' W 23.4 varas; N 49 degree 49' W 38.3 varas; S 57 degree 55' W 99.0 varas; S 30 degree 33' E 111.4 varas; S 42 degree 23' W 36.0 varas; S 61 degree 34' W 18.3 varas; S 3 degree 14' E 49.8 varas; S 24 degree 02' W 76.0 varas; S 36 degree 25' E 96.1 varas; S 57 degree 55' W 45.0 varas; N 75 degree 00' W 54.0 varas; S 56 degree 16' W 78.8 varas; N 68 degree 41' W 64.8 varas; S 27 degree 51' W 36.3 varas; S 6 degree 23' W 36.8 varas; N 86 degree 54' W 21.6 varas; N 51 degree 23' W 31.8 varas; S 71 degree 16' W 112.1 varas; S 30 degree 17' W 37.6 varas; to a corner of this tract in the West line of the NE 1/4 of said Survey No. 6;

THENCE South with the West line of the E 1/2 of said Survey No. 6, at 200.2 varas the SW corner of the NE 1/4 and the NW corner of the SE 1/4 and at 547 varas the SW corner of this tract in the West line of the East 1/2 of said Survey No. 6;

THENCE East 837.31 varas to the SE corner of this tract;

THENCE N 0 degree 31' E at 346.8 varas the North line of the SE 1/4 and the South line of the NE 1/4 of said Survey No. 6, and at 1296.8 varas the PLACE OF BEGINNING; and

Tract Two:

A tract of 12.4 acres of land out the the NE 1/4 of Survey No. 6, Block No. 63, Public School Land Survey, described by notes and bounds as follows:

BEGINNING at a point in the center of Survey No. 6, the Southeast corner of the Northeast Quarter of Survey No. 6 and the Southeast and beginning corner of this tract;

THENCE North, along the East line of the Northwest Quarter of Survey No. 6, a distance of 200.2 varas to a point the Northeast corner of this tract;

THENCE S 30 degree 17' West along the center of Wild Horse Creek, 80.4 varas;

THENCE N 40 degree 08' W along the center of Wild Horse Creek, 82.1 varas;

THENCE N 75 degree 53' W along the center of Wild Horse Creek, 55.8 varas;

THENCE S 48 degree 58' W along the center of Wild Horse Creek, 60.1 varas;

THENCE N 83 degree 17' W along the center of Wild Horse Creek, 77.3 varas;

THENCE S 24 degree 47' W along the center of Wild Horse Creek, 82.5 varas;

THENCE S 63 degree 57' W along the center of Wild Horse Creek, 94.3 varas;

THENCE S 4 degree 54' W along the center of Wild Horse Creek, 78.7 varas; the Southwest corner of this tract;

THENCE East 416.7 varas to the PLACE OF BEGINNING; and

Tract Three:

A tract of 22.5 acres of land out of the SW 1/4 of Survey No. 6, Block 63, Public School Land Survey, described by notes and bounds as follows:

BEGINNING at a point in the center of Survey No. 6, the Northeast corner of the Southwest Quarter of Survey No. 6, and the Northeast and beginning corner of this tract;

THENCE West, along the North line of the SW/4, 416.7 varas to a point in the center of Wild Horse Creek, The Northwest corner of this tract;

THENCE S 4 degrees 34' W along the center of Wild Horse Creek, 36.7 varas;

THENCE S 30 degrees 33' E along the center of Wild Horse Creek, 163.2 varas;

THENCE S 13 degrees 33' E along the center of Wild Horse Creek, 47.1 varas;

THENCE S 36 degrees 30' E along the center of Wild Horse Creek 121.1 varas;

THENCE S 27 degrees 49' E along the center of Wild Horse Creek, 4.7 varas to a point, the Southwest corner of this tract;

THENCE E 294.2 varas to a point in the East line of the Southwest Quarter of Survey No. 6, the Southeast corner of this tract;

THENCE N along the East line of the Southwest Quarter, 346.8 varas to the PLACE OF BEGINNING, and

TRACT FOUR:

A tract of 26.43 acres of land out of the E/2 of Survey No. 6, Block 43, Public School Land, described by metes and bounds as follows:

BEGINNING at the Northeast corner of Survey No. 6, the Northeast and beginning corner of this tract;

THENCE South, along the East line of Survey No. 6, at 950 varas pass the Southeast corner of this Northeast Quarter of Survey No. 6, in all 1443.8 varas to a point; the Southeast corner of this tract;

THENCE West 72 varas to a point, a corner of this tract;

THENCE North 147 varas to a point, the oil corner of this tract;

THENCE West 40.69 varas to a point, a corner of this tract;

THENCE North 0 degrees 31' E at 346.8 varas pass the North line of the Southeast Quarter of Survey No. 6, in all 1296.8 varas to a point in the North line of Survey No. 6, the Northwest corner in this tract;

THENCE East, along the North line of Survey No. 6, a distance of 101.0 varas to the PLACE OF BEGINNING.

TRACT FIVE:

BEGINNING at the Southeast corner of SECTION 6;

THENCE West along the South line of SECTION 6, 717.7 varas to the center of Wild Horse Creek;

THENCE along the bed of Wild Horse Creek the following courses and distances: North 28 degrees 13' West 6.5 varas; North 71 degrees 12' West 61.4 varas; North 41 degrees 04' West 225 varas; North 85 degrees 23' West 59.7 varas; North 41 degrees 28' West 148.9 varas; North 80 degrees 55' West 105.8 varas; North 23 degrees 38' West 152.5 varas; North 4 degrees 13' West 127.6 varas; North 38 degrees 48' East 39.9 varas; South 51 degrees 40' East 76.2 varas; North 51 degrees 38' East 28.0 varas; North 27 degrees 49' West 60.4 varas;

THENCE East 1,172.2 varas;

THENCE South 147 varas;

THENCE East 72 varas to the East line of SECTION 6, 456.2 varas to the PLACE OF BEGINNING, and

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of 109.3 acres, more or less.

THENCE North along the East line of SECTION 7, 063.5 acres to the PLACE OF BEGINNING. The two tracts, Five and Six, containing a total

THENCE East 301.3 acres to the East line of SECTION 7;

THENCE West along the North line of SECTION 7, and being also the South line of SECTION 6, a distance of 117.7 acres to the center of Wild Horse Creek for the Northwest corner of this tract;

THENCE along the bed of Wild Horse Creek the following courses and distances: South 28 degrees 13' East 91.2 acres; South 71 degrees 25' East 102.3 acres; South 22 degrees 03' East 122.0 acres; South 61 degrees 40' West 80.0 acres; South 21 degrees 49' East 106.2 acres; South 50 degrees 05' East 103.7 acres; South 40 degrees 58' East 65.8 acres; South 7 degrees 05' East 109.0 acres; South 23 degrees 37' East 103.2 acres; South 70 degrees 30' East 136.2 acres; South 3 degrees 50' East 19.1 acres;

THENCE East 301.3 acres to the East line of SECTION 7;

THENCE West along the North line of SECTION 7, and being also the South line of SECTION 6, a distance of 117.7 acres to the center of Wild Horse Creek for the Northwest corner of this tract;

THENCE West along the North line of SECTION 7, and being also the South line of SECTION 6, a distance of 117.7 acres to the center of Wild Horse Creek for the Northwest corner of this tract;

THENCE West along the North line of SECTION 7, and being also the South line of SECTION 6, a distance of 117.7 acres to the center of Wild Horse Creek for the Northwest corner of this tract;

THENCE West along the North line of SECTION 7, and being also the South line of SECTION 6, a distance of 117.7 acres to the center of Wild Horse Creek for the Northwest corner of this tract;

THENCE East

EXHIBIT B

SPECIAL WARRANTY DEED

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

Effective Date: _____, 2025

Grantor: THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: Oliver Olin Wooten Trusts, Dated October 2, 2008, and/or Entities

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

Property (including any improvements):

That certain land located in Culberson County, Texas and more particularly described by metes and bounds in **Exhibit A-1**, attached hereto and incorporated herein by reference for a complete legal description, together with all improvements located on such land.

Exceptions to Conveyance and Warranty:

(Subject to Updated Title Commitment Schedule B and C)

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

Grantor, subject to Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty set forth above.

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

(Signature page and exhibits follow.)

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

GRANTOR:

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

By: _____
Name: 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.

NOTARY PUBLIC, State of Texas

Exhibit A-1

EXHIBIT A
Legal Description of Property

SURVEY 1
FIELD NOTES
WEST PART OF WILD HORSE VALLEY FARM

FIELD NOTES DESCRIBING A SURVEY OF 18,897.12 ACRES OF LAND IN BLOCK 65, TOWNSHIPS 7 AND 8, T. & P. R.R. COMPANY SURVEY, AND BLOCK 77, PUBLIC SCHOOL SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch rod in a large stone mound recovered at the Southwest corner of Section 20 and the Northwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, Culberson County, Texas, identified as set by R.W. Baker in 1959, for the Northernmost Northwest corner of this survey, whence a 3/8 inch iron pipe in a stone mound bears S 89° 32' 53" W 18.49 feet, and a 1 1/4 inch GIP marked "SW20, NW25, B65, T7, T. & P., 1959 E.L. PSL B122, 1959" in a large stone mound recovered at the Southeast corner of Section 8 and the Northwest corner of Section 9, Block 122, Public School Land Survey, Culberson County, Texas, identified by R.W. Baker as a corner set by A.H. Parker in his original survey of said Block 122, in October, 1900, bears N 0° 00' 30" W 103.84 feet, a brass cap in concrete marked "SE36, NE37 Block 65 T. T. & P. R.R. Company Survey, KRA-139, 1939" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas, bears S 12° 47' 50" E 49,250.57 feet;

THENCE S 89° 55' 50" E 5,703.24 feet along the common line of said Sections 20 and 25, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 19, 20," set for the common corner of Sections 25, 26, 19, and 20 of said Block 65, Township 7, for the Northernmost Northeast corner of this survey;

THENCE S 0° 02' 00" W 5,557.37 feet along the common line of Sections 25 and 26, Block 65, Township 7, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 28, 27, set at the common corner of Sections 25, 26, 27 and 28, Block 65, Township 7, for a corner of this survey;

THENCE N 88° 59' 18" W 25.00 feet along the common line of Sections 25 and 28, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 1,986.57 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;

THENCE S 45° 02' 00" W 319.61 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 05" W 406.88 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 44° 58' 00" E 319.62 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 2,409.42 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 26 and 37, Block 65, Township 7, for an interior corner of this survey;

THENCE S 89° 52' 15" E 25.00 feet along said common line to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 28, 27, 37, 38" set at the common corner of Sections 28, 27, 37 and 38, Block 65, Township 7, for a corner of this survey;

THENCE S 0° 02' 00" W 5,148.90 feet along the common line of said Sections 37 and 38 to a recovered 1 1/4 inch G.I.P. marked "SE37, SW38, NE2, NW1, B65, T7, T8, T & P, 1959", as set by R.W. Baker in 1959 at the common corner of Sections 37 and 38, Block 65, Township 7, and Sections 2 and 1, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 89° 56' 54" E 4,949.07 feet along the common line of Section 38, Block 65, Township 7, and Section 1, Block 65, Township 8, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a point calculated for the Southeast corner of Section 38, Block 65, Township 7, the Northeast corner of Section 1, Block 65, Township 8, the Southwest Corner of Section 43, Block 64, Township 7, and the Northwest corner of Section 4, Block 77, Public School Land Survey, Culberson County, Texas, bears N 89° 56' 57" 283.33 feet;

THENCE S 0° 02' 04" W 4,486.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SWN Part S4 B77, PSL, EL, S1, B65, T8, 1959" stone mound under a fence as set by R.W. Baker in 1959, the Southwest corner of the North part of Section 4, Block 77, Public School Land Survey, bears S 88° 57' 15" E 283.46 feet;

THENCE N 89° 59' 00" W 2,036.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 02" W 659.27 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 59' 00" W 2,915.42 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198 2, 1, 11, 12," set for an interior corner of this survey, the common corner of Sections 2, 1, 11 and 12 of Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas;

THENCE S 0° 03' 43" W 3,917.70 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 54' 38" W at 1.11 feet pass a 3/4 inch iron pipe at a fence corner, in all 1,320.00 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 03' 42" W 1,319.01 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 11 and 14, Block 65, Township 8, for an interior corner of this survey;

THENCE S 89° 54' 39" E 1,320.00 feet to a 1 1/4 inch G.I.P. marked "SE11, SW12, NE14, NW13, B65, T8, T 7 P, 1959" in a stone mound under a fence as set by R.W. Baker in 1959, the common corner of Sections 11, 12, 13, and 14, Block 65, Township 8, T. & P. R.R. Company Survey for a corner of this survey;

THENCE S 89° 58' 30" E 5,236.70 to a 1 1/4 inch G.I.P. marked "SE12, NE13, B65, T8, T&P, WL B77, PSL, 1959," in a stone mound at a fence corner, as set by R.W. Baker in 1959, the common corner of said Sections 13 and 12 of said Block 65, Township 8, on the West line of said Block 77, for a corner of this survey;

THENCE S 0° 01' 39" W along the East line of said Block 65, Township 8, and the West line of said Block 77 at 5,591.81 feet pass a point, the Southeast corner of Section 13 and the Northeast corner of Section 24 of said Block 65, Township 8, on the West line of said Block 77, at 7,142.17 feet pass a point, the Southwest corner of Section 5 and the Northwest corner of Section 6 of said Block 77 on the East line of said Block 65, Township 8, in all 7,813.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 89° 57' 58" E 3,128.69 along the South line of a 570.00 acre tract of land out of Sections 5 and 6, Block 77, Public School Land Survey, described by mates and bounds in deed recorded in Volume 66, Page 171, of the Deed Records in Culberson County, Texas, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the West right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE S 0° 01' 27" W 102.40 feet along the West right of way line of F.M. Highway 2185 to a point, whence a concrete right of way marker bears N 89° 14' 29" E 101.06 feet, for a corner of this survey;

THENCE S 0° 02' 21" W 2,203.26 feet along said right of way line to a concrete right of way marker on the P.C. of a curve to the right for a corner of this survey;

THENCE along a curve to the right, with a Delta of 89° 58' 49", a radius of 905.21 feet, an arc length of 1,421.59 feet, a Long Chord with a bearing of S 45° 09' 25" W and a length of 1,279.94 feet to a concrete right of way marker recovered on the P.T. of a curve on the North right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE N 89° 50' 52" W along the North right of way line of said F.M. Highway 2185 at 2,222.21 feet pass the common line of said Section 6, Block 77, and Section 24, Block 65, Township 8, from whence a calculated point for the Southeast corner of Section 24 and the Northeast corner of Section 25, Block 65, T8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 62.65 feet, a brass cap in concrete marked "SE36, NE37, B65, T8, T. & P. R.R. Company Survey, KRA 139, 1931" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 10,594.71 feet, in all 7,291.40 feet to a concrete right of way marker on said right of way line for a corner of this survey;

THENCE N 89° 50' 30" W along the North right of way line of said F.M. Highway 2185 at 169.14 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch GIP marked "SE23, SW24, NW25, NE26, B65, T8, T&P, offset 13.45 varas North 1959" in stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 06" W 100.95 feet, at 5,493.77 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch G.I.P. marked "NE27, NW26, SE22, SW23, B65, T8, T&P, offset 14.8 varas North, 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 57" W 101.70 feet, in all 5,999.64 feet to a concrete right of way marker for a corner of this survey;

THENCE N 89° 56' 22" W along the North right of way line of Highway 2185 at 4,818.87 feet pass the common line of Sections 21 and 22 of said Block 65, from whence a 1 1/4 inch GIP marked "SW22, SE21, NE28, NW27, B65, T8, T&P, offset 14.5 varas North 1959" in stone mound as set by R.W. Baker in 1959, bears S 0° 02' 03" W 102.92 feet, in all 10,102.14 feet to a concrete right of way marker on the P.C. of a curve to the left, for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SE20, SW21, NE29, NW28, B65, T8, T&P, offset 17.46 varas North, 1959" in a stone mound under fence as set by R.W. Baker in 1959, bears S 21° 57' 18" W 115.76 feet;

THENCE along the North right of way line of F.M. Highway 2185, a curve to the left with a Delta of 45° 32' 14", a Radius of 1,484.34 feet, an Arc Length of 1,179.73 feet and a Long Chord with a bearing of S 66° 56' 44" W and a distance of 1,148.91 feet, to a concrete right of way marker on the P.T. of a curve for a corner of this survey;

THENCE S 0° 02' 21" W 2,203.26 feet along said right of way line to a concrete right of way marker on the P.C. of a curve to the right for a corner of this survey;

THENCE along a curve to the right, with a Delta of 89° 58' 49", a radius of 905.21 feet, an arc length of 1,421.89 feet, a Long Chord with a bearing of S 45° 05' 25" W and a length of 1,279.94 feet to a concrete right of way marker recovered on the P.T. of a curve on the North right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE N 89° 58' 52" W along the North right of way line of said F.M. Highway 2185 at 2,322.21 feet pass the common line of said Section 6, Block 77, and Section 24, Block 65, Township 8, from whence a calculated point for the Southeast corner of Section 24 and the Northeast corner of Section 25, Block 65, T8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 62.65 feet, a brass cap in concrete marked "SE36, NE37, B65, T8, T. & P. R.R. Company Survey, KRA 139, 1931" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 10,594.71 feet, in all 7,291.40 feet to a concrete right of way marker on said right of way line for a corner of this survey;

THENCE N 89° 58' 30" W along the North right of way line of said F.M. Highway 2185 at 169.14 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch GIP marked "SE23, SW24, NW25, NE26, B65, T8, T&P, offset 13.45 varas North 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 06" W 100.95 feet, at 5,493.77 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch G.I.P. marked "NE27, NW26, SE22, SW23, B65, T8, T&P, offset 14.8 varas North, 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 57" W 101.70 feet, in all 5,999.64 feet to a concrete right of way marker for a corner of this survey;

THENCE N 89° 56' 22" W along the North right of way line of Highway 2185 at 4,818.87 feet pass the common line of Sections 21 and 22 of said Block 65, from whence a 1 1/4 inch GIP marked "SW22, SE21, NE28, NW27, B65, T8, T&P, offset 14.5 varas North 1959" in a stone mound as set by R.W. Baker in 1959, bears S 0° 02' 03" W 102.92 feet, in all 10,102.14 feet to a concrete right of way marker on the P.C. of a curve to the left, for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SE20, SW21, NE29, NW28, B65, T8, T&P, offset 17.46 varas North, 1959" in a stone mound under fence as set by R.W. Baker in 1959, bears S 21° 57' 18" W 115.76 feet;

THENCE along the North right of way line of F.M. Highway 2185, a curve to the left with a Delta of 45° 32' 14", a Radius of 1,484.34 feet, an Arc Length of 1,179.72 feet and a Long Chord with a bearing of S 66° 56' 44" W and a distance of 1,148.91 feet, to a concrete right of way marker on the P.T. of a curve for a corner of this survey;

THENCE S 44° 31' 25" W 359.30 feet along the Northwest right of way of F.M. Highway 2185 to a concrete right of way marker on the P.C. of a curve for a corner of this survey;

THENCE along said right of way along and curve to the left with a Delta of 44° 38' 58", a Radius of 1,492.91 feet an Arc Length of 1,163.39 feet and a Long Chord with a bearing of S 22° 01' 33" W and a distance of 1,134.18 feet to a concrete right of way marker on the P.T. of curve for a corner of this survey;

THENCE S 0° 05' 09" E 4.11 feet, along the West right of way line of F.M. Highway 2185 to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" for a corner of this survey;

THENCE S 89° 34' 49" W along a fence at 3,629.78 feet pass the common line of Sections 29 and 30 of said Block 65, in all 8,953.43 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of the G.W. Russ Survey, Block G and Block 65, Township 8, for the Southwest corner of this survey, from whence a 5/8 inch rod in a stone mound bears N 03° 42' 33" W 90.71 feet and a fence corner bears S 89° 34' 49" W 186.09 feet;

THENCE N 0° 01' 10" E along the West line of Block 65, Township 8, and the East line of the G.W. Russ Survey, Block G, at 1,333.25 feet pass a 1 1/4 inch GIP marked "SE13, B-G," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 13 and the Northeast corner of Section 11 of said Block G, in all 1,777.01 feet to a 1 1/4 inch GIP marked "SW19, NW30, B65, T8, T&P, 1959" as set by R.W. Baker in 1959 the Southwest corner of Section 19 and the Northwest corner of Section 30 of said Block 65, Township 8, for a corner of this survey;

THENCE N 00° 00' 56" E 3,005.48 feet along the common line of Block 6, G.W. Russ Survey, and Block 65, Township 8, T. & P. R.R. Company Survey, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the Southeast right of way line of State Highway 54, for a corner of this survey;

THENCE N 15° 49' 01" E 140.43 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 17" E along the Southeast right of way line of State Highway 54, at 2,441.01 feet pass the common line of Sections 18 and 19, Block 65, Township 8, T. & P. R.R. Company Survey, from whence a 1 1/4 inch GIP marked "SW18, NW19, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, the Southwest corner of Section 18 and the Northwest corner of Section 19, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 45" W 703.13 feet, at 8,247.60 feet pass the common line of Section 7 and 18 of said Block 65, Township 8, from whence a 1 1/4 inch G.I.P. marked "SW7, NW18, B65, T8, T&P, 1959" as set by R.W. Baker in 1959, for the Southwest corner of Section 7 and the Northwest corner of Section 18, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 54" W 2,284.33 feet, in all 8,401.73 feet to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 25" E 900.07 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 14" E 4,382.20 feet along said right of way line to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 6 and 7 of said Block 65, Township 6, for a corner of this survey;

THENCE S 89° 58' 54" E 1,542.66 feet along said common line to a 1 1/4 inch G.I.P. marked "SE6, SW5, NE7, NW8, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959 at the common corner of Sections 5, 6, 7, and 8, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 07' 46" E 5,149.70 feet along the common line of said Sections 5 and 6 to a 1 1/4 inch G.I.P. marked "SE33, SW34, NE6, NW5, T7, T8, B65, T&P, 1959" in a stone mound as set by R.W. Baker, the common corner of Sections 33 and 34, Township 7 and Sections 5 and 6, Township 8, Block 65, T. & P. R.R. Company Survey, for a corner of this survey;

THENCE S 89° 56' 09" E 5,325.44 feet along the common line of Section 34, Township 7, and Section 5, Township 8, to a 1 1/4 inch G.I.P. marked "SE34, SW35, NE5, NW4, B65, T-7, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, for the common corner of Sections 34 and 35, Township 7, and Sections 4 and 5, Township 8, said Block 65, T. & P. R.R. Company Survey, for an interior corner of this survey;

TRENC E 01° 09' E along the common line of Sections 34 and 35 of said Block 65, at 5,146.67 feet pass a point for the common corner of Sections 30, 31, 34 and 35, of said Block 65, Township 7, in all 10,486.38 feet to a recovered 1 1/4 inch G.I.P. marked "NE31, NW30, B65, T7, T&P, S.L. 10, B122, PSL 1959" in a stone mound as set by R.W. Baker in 1959, the Northeast corner of Section 31 and the Northwest corner of Section 30, Block 65, Township 7, T. & P. R.R. Company Survey, for a corner of this survey, from whence a 3/4 inch G.I.P. marked "SW10, B122, PSL, SE24, B65, T7" in a stone mound, as recovered and identified by R.W. Baker as the Southwest corner of Section 10, Block 122, Public School Land Survey, and as corner set by A.H. Parker in October 1900, bears N 89° 54' 47" W 515.40 feet;

THENCE N 89° 50' 07" E 4,894.47 feet, to a 1 1/4 inch G.I.P. marked "SE10, SW9, B122, PSL," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 10 and the Southwest corner of Section 9, Block 122, Public School Land Survey for a corner of this survey; whence a 1" IP in a stone mound bears S 79° 41' 45" E 488.87 feet;

THENCE S 89° 57' 46" E at 440.50 feet pass a point, the Northeast corner of Section 10 and the Northwest corner Section 29 of said Block 65, Township 7, in all 5,389.55 feet to a 1 1/4 inch G.I.P. marked "SE9, B122, PSL, SW25, B65, T7, T&P 1959," in a stone mound as recovered and identified by R.W. Baker in 1959, as corner set by A.H. Parker in October 1900, for the Southeast corner of Section 9, Block 122, Public School Land Survey, and the Southwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, whence a large stone mound recovered at the common corner of Sections 25, 28 and 29, Block 65, Township 7, bears S 89° 57' 27" E 385.91 feet, for an interior corner of this survey;

THENCE N 0° 04' 13" E 5,470.05 feet along the East line of said Section 9, Block 122, and the West line of said Section 25, to the place of beginning.

Containing 18,890.82 acres of land more or less.

**SURVEY 2
FIELD NOTES
EAST PART OF WILD HORSE VALLEY FARM**

FIELD NOTES DESCRIBING A SURVEY OF 2,057.14 ACRES OF LAND IN BLOCK 63, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 3, 6, 5", set at the Northeast corner of Section 6 and the Northwest corner of Section 5, Block 63, on the South line of Section 3, Block 77, Public School Land Surveys, Culberson County, Texas, whence a 1 1/4 inch G.I.P. marked "SE46, SW47, B64, T7, TXL, 1958" as set by R.W. Baker in 1958, the Southeast corner of Section 46 and the Southwest corner of Section 47, Block 64, Township 7, T. & P. R.R. Company Survey, on the North line of Section 3, of said Block 77, bears N 78° 37' 21" E 12,914.19 feet, for the Northeast corner of this survey;

THENCE N 89° 58' 41" W 748.85 feet along the North line of said Section 6, Block 63, and the South line of said Section 3, Block 77, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse draw for a corner of this survey;

THENCE along the center line meanders of Wild Horse Draw as follows:

S 46° 45' 32" W	115.09 feet	to a 60 D Nail;
S 17° 32' 53" W	156.02 feet	to a 60 D Nail;
S 05° 53' 25" W	136.66 feet	to a 60 D Nail;
S 53° 10' 21" W	196.55 feet	to a 60 D Nail;
S 24° 35' 14" W	58.35 feet	to a 60 D Nail;
S 09° 25' 29" E	209.74 feet	to a 60 D Nail;
S 67° 56' 05" W	54.52 feet	to a 60 D Nail;
N 81° 14' 19" W	47.09 feet	to a 60 D Nail;
N 36° 37' 19" W	117.69 feet	to a 60 D Nail;
N 84° 52' 00" W	46.42 feet	to a 60 D Nail;
S 57° 31' 08" W	267.39 feet	to a 60 D Nail;
S 20° 15' 58" E	62.50 feet	to a 60 D Nail;
S 39° 27' 36" E	152.96 feet	to a 60 D Nail;
S 26° 41' 27" E	86.22 feet	to a 60 D Nail;
S 17° 37' 20" W	57.77 feet	to a 60 D Nail;
S 64° 50' 46" W	130.91 feet	to a 60 D Nail;
S 15° 49' 40" W	101.84 feet	to a 60 D Nail;

S 27° 16' 41" E 90.49 feet to a 60 D Nail;
 S 31° 18' 49" W 196.82 feet to a 60 D Nail;
 S 05° 07' 14" W 72.10 feet to a 60 D Nail;
 S 65° 26' 04" E 140.95 feet to a 60 D Nail;
 S 30° 06' 13" W 87.63 feet to a 60 D Nail;
 S 78° 42' 02" W 103.24 feet to a 60 D Nail;
 N 49° 45' 33" W 75.19 feet to a 60 D Nail;
 S 81° 37' 58" W 30.09 feet to a 60 D Nail;
 S 57° 01' 51" W 237.13 feet to a 60 D Nail;
 W 59° 34' 22" W 140.78 feet to a 60 D Nail;
 S 88° 33' 20" W 44.79 feet to a 60 D Nail;
 S 33° 33' 00" W 69.98 feet to a 60 D Nail;
 S 03° 27' 04" W 122.19 feet to a 60 D Nail;
 S 52° 59' 06" W 29.86 feet to a 60 D Nail;
 N 63° 24' 13" W 65.84 feet to a 60 D Nail;
 N 46° 08' 01" W 93.08 feet to a 60 D Nail;
 S 84° 31' 05" W 80.03 feet to a 60 D Nail;
 S 72° 50' 15" W 187.30 feet to a 60 D Nail;
 S 62° 51' 25" W 129.08 feet to a 60 D Nail;
 S 44° 36' 39" W 266.17 feet to a 60 D Nail;
 N 65° 48' 24" W 42.33 feet to a 60 D Nail;
 N 31° 47' 56" W 117.83 feet to a 60 D Nail;
 N 47° 49' 16" W 104.23 feet to a 60 D Nail;
 N 70° 35' 14" W 100.19 feet to a 3/4 inch iron pipe;
 S 78° 19' 55" W 53.68 feet to a 60 D Nail;
 S 48° 38' 38" N 65.23 feet to a 60 D Nail;
 S 39° 18' 25" N 77.38 feet to a 60 D Nail;
 S 71° 44' 36" W 37.50 feet to a 60 D Nail;
 N 81° 58' 56" W 81.43 feet to a 60 D Nail;
 N 63° 25' 26" W 72.06 feet to a 60 D Nail;
 S 74° 41' 01" W 48.39 feet to a 3/4 inch iron pipe;
 S 23° 37' 53" W 214.26 feet to a 60 D Nail;
 S 58° 52' 01" W 283.32 feet to a 60 D Nail;
 S 05° 25' 07" W 261.50 feet to a 1 1/4 inch iron pipe;
 S 18° 28' 27" E 540.39 feet to a 60 D Nail;
 S 26° 04' 16" E 453.94 feet to a 60 D Nail;
 S 37° 32' 26" W 352.17 feet to a 60 D Nail;
 S 09° 20' 15" E 205.05 feet to a 60 D Nail;
 S 25° 55' 01" E 176.50 feet to a 60 D Nail;
 S 56° 45' 15" E 475.85 feet to a 60 D Nail;
 S 66° 53' 57" E 198.04 feet to a 60 D Nail;
 S 62° 20' 06" E 471.04 feet to a 60 D Nail;
 S 44° 07' 30" E 369.45 feet to a 60 D Nail;
 S 35° 54' 07" E 121.04 feet to a 60 D Nail;
 S 79° 55' 38" E 191.23 feet to a 60 D Nail;

THENCE S 35° 37' 47" E along said draw at 151.46 feet pass a point on the common line of Sections 6 and 7, Block 63, Public School Land Survey, whence a 1/2 inch rod with an aluminum cap marked "PKS RPLS 2198, 6, 5, 7, 8" set at the common corners of Sections 6, 5, 7, and 8 of said Block 63, bears S 89° 58' 57" E 1,910.99 feet, in all 351.87 feet;

THENCE continuing with said Wild Horse Draw meanders as follows:

S 77° 03' 14" E 241.46 feet to a 60 D Nail;
S 35° 44' 14" E 191.38 feet to a 60 D Nail;
S 18° 56' 50" E 260.79 feet to a 60 D Nail;
S 28° 20' 24" E 87.69 feet to a 60 D Nail;
S 37° 02' 59" W 46.30 feet to a 60 D Nail;
S 82° 17' 23" W 129.79 feet to a 60 D Nail;
S 43° 59' 15" W 110.97 feet to a 60 D Nail;
S 11° 16' 36" E 134.77 feet to a 60 D Nail;
S 49° 07' 06" E 414.05 feet to a 60 D Nail;
S 38° 56' 55" E 287.64 feet to a 60 D Nail;
S 03° 06' 17" W 220.20 feet to a 60 D Nail;
S 36° 40' 53" E 409.16 feet to a 60 D Nail;
S 53° 02' 19" E 131.22 feet to a 60 D Nail;
N 85° 44' 58" E 148.60 feet to a 60 D Nail;
S 53° 40' 06" E 122.81 feet to a 60 D Nail;
S 12° 41' 17" E 61.21 feet to a 60 D Nail;
S 21° 48' 36" W 68.53 feet to a 60 D Nail;
N 82° 46' 06" W 196.42 feet to a 60 D Nail;
S 73° 43' 17" W 92.63 feet to a 60 D Nail;
S 19° 00' 34" W 163.94 feet to a 60 D Nail;
S 43° 46' 57" E 176.46 feet to a 60 D Nail;

THENCE S 60° 08' 40" E 178.78 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the South line of the North half of said Section 7, for an interior corner of this survey;

THENCE N 89° 59' 05" W 3,764.13 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE S 0° 01' 27" W 1,320.00 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE N 89° 59' 06" W 941.19 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the East right of way line of F.M. 2185 for a corner of this survey;

THENCE S 0° 01' 27" W along said right of way, at 1,321.24 feet pass the common line of Sections 7 and 18 of said Block 63, in all 6,502.17 feet to a concrete right of way marker, whence a 1 1/4 inch O.T.P. marked "NE6, SW5, B77, PSI, WL18, B63, 19.1 varas E," in a stone mound under a fence, as set by R.W. Baker in 1959, bears N 7° 31' 17" W 778.93 feet, for a corner of this survey;

THENCE S 0° 01' 21" W 101.86 feet along the East right of way line of said F.M. Highway 2185, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Section 18 and Section 19 of said Block 63, for the Southwest corner of this survey, whence a railroad spike recovered in the pavement centerline of F.M. 2185, bears N 88° 37' 05" W 50.30 feet, a point calculated at the Southwest corner of Section 18 and the Northwest

corner of Section 19 of said Block 63, on the East line of Block 77, Public School Land Survey, bears N 89° 59' 29" W 49.25 feet, from whence a 4 inch by 4 inch concrete monument with brass cap marked "N.W. 6 UT Block 48" recovered at the Northwest corner of Block 48 University Land Survey, bears S 0° 37' 14" W 5,310.05 feet;

THENCE S 89° 59' 29" E at 5,225.10 feet pass a point calculated at the common corner of Sections 18, 17, 19 and 20 of said Block 63, in all 10,499.45 feet to a 1 inch G.I.P. recovered flush with road, at the common corner of Sections 17, 16, 20 and 21, for the Southeast corner of this survey, and an interior corner of the Southwest Sunsites Subdivision, as per plat recorded in Volume 5 Pages 23-28, of the plat records of Culberson County, Texas, from whence a 1 inch iron pipe marked "17, 16, 20, 21", at a fence corner bears N 48° 42' 17" W 122.88 feet;

THENCE N 0° 01' 39" E 5,281.88 feet, along the common line of Sections 17 and 16, and along the West line of said subdivision, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 8, 9, 17, 16" set at the common corner of Section 8, 9, 17 and 16 of said Block 63, for a corner of this survey, whence a 6 inch iron pipe 6 feet high, bears N 67° 17' 56" E 15.99 feet;

THENCE N 89° 59' 14" W 2,962.41 feet along the common line of Sections 8 and 9 of said Block 63, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse Draw, for an interior corner of this survey;

THENCE along the centerline meanders of Wild Horse Draw as follows:

N 05° 20' 39" W 804.62 feet to a point;
N 61° 35' 11" E 117.90 feet to a point;
N 39° 10' 27" E 178.60 feet to a point;
N 8° 31' 59" E 199.50 feet to a point;
N 26° 47' 24" W 154.60 feet to a point;
N 40° 12' 51" W 217.30 feet to a point;
N 58° 40' 43" W 614.60 feet to a point;
N 39° 49' 17" W 310.12 feet to a point;
N 68° 15' 40" W 598.10 feet to a point;
N 67° 14' 41" W 187.60 feet to a point;
N 62° 09' 10" W 195.60 feet to a point;

THENCE N 77° 56' 29" W 584.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 8 and 7 of said Block 63, for a corner of this survey;

THENCE N 0° 01' 39" E at 2,674.14 feet, pass a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set on the common corner of Sections 5, 6, 7 and 8 of said Block 63, in all 7,956.42 feet to the place of beginning;

Containing 2,057.14 acres of land more or less.

And said West part and East part (pages 1 through 11 above) of Wild Horse Valley Farm being the same property as that described in Deed to Connecticut General Life Insurance Company recorded in Volume 141, Page 142, Deed Records, Culberson County, Texas, as follows:

Wild Horse Farm

EXHIBIT A

The following described land is all in Culberson County, Texas, to-wit:

All of SECTION 29, 30, 31, 32, 33, 34 and 37, Block 63, Township 7, T&P RR Co. Survey;

All of SECTIONS 3, 3, 4, 5, 6, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23 and 24, all in Block 63, Township 8, T&P RR Co. Survey;

All of SECTION 1, Block 63, Township 8, T&P RR Co. Survey, containing 618.31 acres, HAVE AND EXCEPT 64.04 acres of the East side. A metes and bounds description is as follows:

BEGINNING at the Northwest corner of SECTION 4, Block 37, Public School Land, and the Northeast corner of SECTION 1, Township 8, Block 63;

THENCE South along the East line of SECTION 1, Township 8, Block 63, 1010 yards to a point for the Southeast corner of this tract; and the Southeast corner of said SECTION 1;

THENCE West along the South line of said SECTION 1 a distance of 639 yards for the Southwest corner of this tract;

THENCE North parallel with the East line of SECTION 1 a distance of 123 yards to a point;

THENCE East parallel with the South line of said SECTION 1 a distance of 733 yards to a point;

THENCE North parallel with the East line of said SECTION 1 a distance of 1613 yards to a point in the North line of said SECTION 1;

THENCE East along the North line of said SECTION 1 a distance of 102 yards to the Northwest corner of said SECTION 2, and the beginning point of this tract.

All of SECTION 11, Block 63, Township 8, T&P RR Co. Survey, HAVE AND EXCEPT forty (40) acres out of the Southeast corner of said Section described as follows, to-wit:

BEGINNING at the Southeast corner of said SECTION 11, Township 8, Block 63, said corner being the common corner for SECTIONS 11, 12, 13 and 14, Township 8, Block 63;

THENCE North along the East line of SECTION 11, a distance of 1720 feet to a point;

THENCE West and parallel to the South line of SECTION 11, a distance of 1310 feet to a point;

THENCE South and parallel to the East line of SECTION 11, a distance of 1220 feet to a point in the South line of SECTION 11;

THENCE East along the South line of SECTION 11, a distance of 1320 feet to the place of beginning, containing in all 40 acres;

Said SECTION 11 containing 603 acres, more or less, including said 40 acres.

The South 200 acres, more or less, of SECTION 4, Block 37, Public School Land Survey, Culberson County, Texas, described as follows, to-wit:

BEGINNING at the Northeast corner of SECTION 24, Township 8, Block 63, T&P RR Co. Survey, for the Southeast corner of this tract;

THENCE North 1645.98 feet with the East line of SECTION 24, to the Northwest corner of this tract;

THENCE East 3120.3 feet parallel to the North line of SECTION 4 to the Northeast corner of this tract with the Northeast corner lying on the West line of SECTION 19, Block 63, Public School Land;

TRENCH South approximately 1645.56 feet along the East line of SECTION 6 and the West line of SECTION 19 to the point of intersection by the North boundary line of F.M. Road No. 3183 right-of-way for the Southeast corner of this tract;

TRENCH Southeasterly around curve to the right, 1621.3 feet to the end of said curve, the long chord of which is 1388.37 feet, South 45 degrees West;

TRENCH West 2222.9 feet with said right-of-way to the beginning of this tract which is the Northeast corner of SECTION 23, Township 8, Block 67, T&P RR Co. Survey, Polk County, Texas.

A tract of land out of SECTION 19, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 29, S.E. 19, S.W. 30, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large stone mound, the original Northeast corner of SECTION 37 in said Block and Township bears East 9552.32 varas and South 2616.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 27, and 30, Block 65, Township 8, T&P RR Co. Survey, Polk County, Texas, and the Northeast corner of this tract;

TRENCH South along the East line of SECTION 20, at 404.50 varas pass the South line of the North Half of the North Half (N/2 N/2) SECTION 29, 611.45 varas in all to a point in an east-west fence line for the Southeast corner of this tract;

TRENCH East along said fence line 1304.53 varas to a point in the West right-of-way line of F.M. Highway No. 3165 for the Southeast corner of this tract;

TRENCH North along the West right-of-way line of F.M. Highway No. 3165, 1.7 varas to a 4"x4" concrete monument for a corner of this tract;

TRENCH Northeasterly along the West right-of-way line of F.M. Highway No. 3165 and along the arc of a 3 degree 52' curve to the right, radius 533.76 varas, the chord of which bears North 31 degrees 52' East 606.3 varas to a 4"x4" concrete monument for a corner of this tract;

TRENCH North 46 degrees 30' East along the West right-of-way line of F.M. Highway No. 3165, 129.2 varas to a 4"x4" concrete monument for a corner of this tract;

TRENCH Northeasterly along the arc of a 3 degree 52' curve to the right, radius 533.76 varas, the chord of which bears North 30 degrees 13' East 539.9 varas to a point in the intersection of the West right-of-way line of F.M. Highway No. 3165 and the North line of SECTION 20 for the Northeast corner of this tract;

TRENCH West along the North line of SECTION 29, 1766.26 varas to the PLACE OF BEGINNING, containing 139.79 acres of land.

A tract of land out of SECTION 19, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 20, S.E. 19, S.W. 30, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 37, Block 65, Township 8, bears East 9552.32 varas and

South 2616.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 27 and 30, Block 65, Township 8, T&P RR Co. Survey.

TRENCH North along the West line of SECTION 19, Block 65, Township 8, 1044.1 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 34 for a corner of this tract;

TRENCH North 15 degrees 49' East along the East right-of-way line of State Highway No. 34, 949.9 varas to a 3/4" iron pipe in the South

line of SECTION 10, Block 65, Township 6 for the Northwest corner of this tract;

THENCE East along the South line of said SECTION 10, 1657.48 yards to a 1-1/4" galvanized iron pipe marked S.W. 17, S.E. 16, N.E. 19, W.W. 20, Block 65, Township 6 for the common corner of SECTIONS 17, 18, 19 and 20 and the Northeast corner of this tract;

THENCE South along the East line of SECTION 10, 1979.0 yards to the PLACE OF BEGINNING, containing 658.49 acres of land.

A tract of land out of SECTION 20, Block 65, Township 6, T&P 88 Co. Survey, described as follows, to-wit:

BEGINNING at the Northeast corner of Survey No. 20, Block 65, Township 6, T&P 88 Co. Survey for the Northeast corner of this tract;

THENCE South 607.9 yards with the East line of said Survey No. 20, the Northeast corner of the South part in said line of the Southeast corner of this Survey;

THENCE West 1039 yards with the North line of this North part to the Northwest corner of same in said line, for the Southwest corner of this Survey;

THENCE North 607.9 yards with the West line of said Survey No. 20 to the Northwest corner of same, for the Northwest corner of this Survey;

THENCE East 1039 yards with the North line of said Survey No. 20, to the PLACE OF BEGINNING, containing 196 acres of land, more or less.

A tract of land out of SECTION 7, Block 65, Township 6, T&P 88 Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 3, S.E. 6, N.W. 8, N.E. 7, Block 65, Township 6, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 7, Block 65, Township 6 bears East 9552.32 yards and South 2906.0 yards, said 1-1/4" iron pipe being the common corner of SECTIONS 3, 4, 7 and 8, Block 65, Township 6, T&P 88 Co. Survey, Culberson County, Texas, and the Northeast corner of this tract;

THENCE West along the North line of SECTION 7, 533.00 yards to a 3/4" iron pipe in the East right-of-way line of State Highway No. 34 for the Northwest corner of this tract;

THENCE South 14 degrees 10' West along the East right-of-way line of said Highway No. 34, 1944.1 yards to a 1/4" iron pipe in the North line of SECTION 10 for the Southwest corner of this tract;

THENCE East along the North line of SECTION 10, 1620.78 yards to a 1-1/4" iron pipe marked S.W. 8, S.E. 9, N.W. 17, N.E. 18, Block 65, Township 6, for the common corner of SECTIONS 7, 8, 17 and 18, and the Southeast corner of this tract;

THENCE North along the East line of SECTION 7, 1009.0 yards to the PLACE OF BEGINNING, containing 244.14 acres of land.

The North Half (N/2) of that portion of SECTION 10, Block 65, Township 6, T&P 88 Co. Survey lying East of State Highway 34, containing approximately 211.50 acres, more or less, and being Tract 3 in deed from Perkins and Co., Inc. to William Rimple, dated May 14, 1963, recorded in Volume 71, Page 340, Deed Records of Culberson County, Texas.

The South Half (S/2) SECTION 10, Block 65, Township 6, T&P 88 Co. Survey, containing about 219.45 acres, more or less, and more specifically described as follows:

BEGINNING at the Southeast corner of SECTION 10;

THENCE West along the South line of SECTION 10, 1657.48 yards to the East line of the right-of-way of State Highway No. 34;

THENCE Northeastly along the said right-of-way a point about 1006.3
varas due North in a perpendicular line from the South line of
SECTION 10;

THENCE East to the East line of SECTION 10 at a point about 1006.3
varas North of the Southeast corner of SECTION 10;

THENCE South about 1006.6 varas along the East line of SECTION 10 to
the POINT OF BEGINNING;

And being Tract 3 as described in Deed from Perkins & Co., Inc. to
Walter Lamo, et al., dated May 14, 1903, recorded in Volume 71, Pages
346-349, Deed Records of Colburn County, Texas.

HAVE AND RECEIPT:

1. That certain two acre tract located in and being a part of Survey
28, Block 65, Township 7, T&P Ry. Co. Survey, as described in deed
from H. B. Durfill, et al. to Coplan Co., a corporation, dated the
2nd day of April 1959, and recorded in Volume 63, pages 318-319, Deed
Records of Colburn County, Texas.

2. That certain tract of 4.299 acres, more or less, located in and
being a part of Survey 28, Block 65, Township 7, T&P Ry. Co. Survey,
described in deed from H. B. Durfill, et al. to Coplan Company, a
corporation, dated the 5th day of March, 1950, and recorded in Volume
66, at pages 43-44, Deed Records of Colburn County, Texas.

The following described land in Colburn County, Texas, to-wit:

PART I:

All of SECTIONS 17 and 18, Block 63, Public School Lands Survey;

The South Half (1/2) of SECTION 7, Block 63, Public School Lands Survey, HAVE AND
RECEIPT 30 acres being the West 3/4 of the Northwest quarter of the Southwest
quarter of said SECTION 7, more fully described as follows, to-wit:

BEGINNING at the Northwest corner of the Southwest quarter of said
SECTION 7, which point is in the West line of said SECTION 7, and to
550.6 varas South of the Northwest Corner of said SECTION 7;

THENCE East 254.4 varas;

THENCE South 475.3 varas;

THENCE West 354.4 varas to the West line of said SECTION 7;

THENCE North 475.3 varas along the West line of said SECTION 7, to
the PLACE OF BEGINNING.

67.3 acres of land out of SECTION 8, Block 63, Public School Lands Survey, and
being that portion of said SECTION 8 lying South and West of Wild Horse Creek;

Said Part I consisting of 1,399 acres, more or less.

PART II:

TRACT One:
130.3 acres, more or less, described by metes and bounds as follows: known as a
part of the SW 1/4 of SECTION 6, Block 63, Public School Lands Survey;

BEGINNING at the NE corner of this tract, in the North line of Survey No.
6, Tr. 65, P.S.L., from which the NE corner of said Survey No. 6 bears
East 101.6 varas; the NE corner of Block 65, the SW corner of Block 66,
Township 7, and the NE corner of Block 65, Township 8, T&P Ry. Co. Survey,
bears North 918 varas and West 1,943 varas.

THENCE West 137.3 varas with the North line of said Survey No. 6, to a
corner of this tract in the bed of Wild Horse Creek.

TRENCH along the bed of Wild Horse Creek, with its meanders: - 64 degrees 30' W 73.7 varas; S 1-degree 28' W 94.1 varas; S 51 degree 20' W 57.3 varas; S 33 degree 00' W 30.3 varas; S 6 degree 28' E 67.3 varas; S 83 degree 52' W 23.4 varas; N 49 degree 09' W 38.7 varas; S 57 degree 33' W 97.0 varas; N 20 degree 22' E 101.4 varas; S 42 degree 28' W 26.0 varas; S 61 degree 24' W 20.2 varas; N 3 degree 14' S 59.0 varas; S 24 degree 02' W 70.9 varas; S 54 degree 28' E 50.1 varas; S 57 degree 35' W 85.0 varas; N 38 degree 00' W 54.0 varas; S 54 degree 16' W 78.0 varas; N 54 degree 41' W 64.0 varas; S 27 degree 51' W 26.2 varas; S 6 degree 22' W 36.0 varas; N 66 degree 34' W 21.0 varas; N 51 degree 25' W 31.0 varas; S 71 degree 16' W 112.1 varas; S 30 degree 17' W 37.0 varas; to a corner of this tract in the West line of the NE 1/4 of said Survey No. 6;

TRENCH South with the West line of the E 1/2 of said Survey No. 6, at 200.0 varas the SW corner of the SE 1/4 and the NE corner of the SE 1/4 and at 247 varas the SW corner of this tract in the West line of the East 1/2 of said Survey No. 6;

TRENCH East 237.21 varas to the SE corner of this tract;

TRENCH N 9 degree 31' E at 346.0 varas the North line of the SE 1/4 and the South line of the NE 1/4 of said Survey No. 6, and at 1294.6 varas the PLACE OF BEGINNING; and

TRAIL LINE:
A tract of 32.4 acres of land out of the NE 1/4 of Survey No. 6, Block No. 63, Public School Land Survey, described by metes and bounds as follows:

BEGINNING at a point in the center of Survey No. 6, the Southeast corner of the Northeast Quarter of Survey No. 6 and the Northeast and beginning corner of this tract;

TRENCH North, along the East line of the Northwest Quarter of Survey No. 6, a distance of 200.2 varas to a point the Northeast corner of this tract;

TRENCH S 30 degree 17' West along the center of Wild Horse Creek, 59.4 varas;

TRENCH N 40 degree 00' W along the center of Wild Horse Creek, 23.1 varas;

TRENCH S 75 degree 32' W along the center of Wild Horse Creek, 53.0 varas;

TRENCH S 40 degree 30' W along the center of Wild Horse Creek, 60.1 varas;

TRENCH N 03 degree 17' W along the center of Wild Horse Creek, 77.2 varas;

TRENCH S 24 degree 47' W along the center of Wild Horse Creek, 82.5 varas;

TRENCH S 63 degree 27' W along the center of Wild Horse Creek, 94.3 varas;

TRENCH S 4 degree 54' W along the center of Wild Horse Creek, 70.7 varas; the Southwest corner of this tract;

TRENCH East 426.7 varas to the PLACE OF BEGINNING; and

TRAIL LINE:
A tract of 22.3 acres of land out of the NE 1/4 of Survey No. 6, Block 63, Public School Land Survey, described by metes and bounds as follows:

BEGINNING at a point in the center of Survey No. 6, the Northeast corner of the Northwest Quarter of Survey No. 6, and the Northeast and beginning corner of this tract;

THENCE West, along the North line of the SW/4, 416.7 varas to a point
 in the center of Wild Horse Creek, the Northwest corner of this tract;
 THENCE S 4 degrees 34' W along the center of Wild Horse Creek, 24.7
 varas;
 THENCE E 20 degrees 33' W along the center of Wild Horse Creek, 163.3
 varas;
 THENCE S 13 degrees 33' E along the center of Wild Horse Creek, 47.1
 varas;
 THENCE S 26 degrees 50' E along the center of Wild Horse Creek 121.1
 varas;
 THENCE S 27 degrees 49' E along the center of Wild Horse Creek, 4.7
 varas to a point, the Southwest corner of this tract;
 THENCE E 294.2 varas to a point in the East line of the Southwest
 Quarter of Survey No. 6, the Southeast corner of this tract;
 THENCE W along the East line of the Southwest Quarter, 245.8 varas to
 the PLACE OF BEGINNING, and

XCALL TRACT:

A tract of 26.42 acres of land out of the E/2 of Survey No. 6, Block 47, Public
 School Land, described by notes and bounds as follows:

BEGINNING at the Northeast corner of Survey No. 6, the Northeast and
 beginning corner of this tract;
 THENCE South, along the East line of Survey No. 6, at 650 varas pass
 the Southeast corner of this Northeast Quarter of Survey No. 6, in
 all 1443.2 varas to a point; the Southeast corner of this tract;
 THENCE West 72 varas to a point, a corner of this tract;
 THENCE North 147 varas to a point, the old corner of this tract;
 THENCE West 40.89 varas to a point, a corner of this tract;
 THENCE North 9 degrees 31' E at 346.8 varas pass the North line of
 the Southeast Quarter of Survey No. 6, in all 1396.8 varas to a point
 in the North line of Survey No. 6, the Northwest corner in this tract;
 THENCE West, along the North line of Survey No. 6, a distance of
 103.9 varas to the PLACE OF BEGINNING.

TRAIL LINE:

BEGINNING at the Southeast corner of SECTION 6;
 THENCE West along the South line of SECTION 6, 217.7 varas to the
 center of Wild Horse Creek;
 THENCE along the bed of Wild Horse Creek the following courses and
 distances: North 20 degrees 13' West 8.2 varas; North 71 degrees 33'
 West 61.6 varas; North 61 degrees 04' West 125 varas; North 88
 degrees 23' West 39.7 varas; North 61 degrees 20' West 148.9 varas;
 North 66 degrees 33' West 185.8 varas; North 33 degrees 36' West
 153.8 varas; North 6 degrees 13' West 127.6 varas; North 20 degrees
 40' East 39.9 varas; South 51 degrees 40' East 76.1 varas; North 61
 degrees 36' East 26.0 varas; North 27 degrees 49' West 66.4 varas;
 THENCE East 1,172.1 varas;
 THENCE South 147 varas;
 THENCE East 72 varas to the East line of SECTION 6, 654.2 varas to
 the PLACE OF BEGINNING, and

Tract 518:

BEHINDING at the Northeast corner of SECTION 7, Block 63, Public School Land, for the ~~BEHINDING~~ **BEHINDING** of this label, from which the Southwest corner of Block No. 64, the Southeast corner of Block No. 65, T&P No. 3, T&P 22 Co. Survey, bears South 7,810 varas and East 3,644 varas;

TRENCH West along the North line of SECTION 7, and being also the South line of SECTION 6, a distance of 717.7 varas to the center of Wild Horse Creek for the Northeast corner of this tract;

TRENCH along the bed of Wild Horse Creek the following course and distances: South 28 degrees 11' East 97.2 varas; South 71 degree 25' East 183.2 varas; South 21 degree 03' East 178.0 varas; South 61 degree 40' East 90.0 varas; South 31 degree 45' East 104.2 varas; South 58 degree 25' East 161.7 varas; South 48 degree 25' East 86.0 varas; South 7 degree 04' West 100.0 varas; South 33 degree 32' East 165.2 varas; South 70 degree 20' East 136.2 varas; South 2 degree 20' East 19.1 varas;

TRENCH East 261.9 varas to the East line of SECTION 7;

TRENCH North along the East line of SECTION 7, 243.5 varas to the **PLACE OF BEHINDING**. The two tracts, Five and Six, containing a total of 189.5 acres, more or less.

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EXHIBIT B
Permitted Exceptions

Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

Homestead or community property or survivorship rights, if any, or any spouse of any insured.

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 right of access to that area or easement along and across that area.

Standby fees, taxes and assessments by any taxing authority for the year 1995 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception):

ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from Sections 25, 29, 35 and 37, Block 65, Township 7, T & P RR Co. Survey, and Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23 and 29, Block 65, Township 8, T & P RR Co. Survey, herein described, together with all rights relating thereto, express or implied, reserved unto the Grantors in Deed from George C. Fraser et al, Trustees for the Texas Pacific Land Trust, to Perkins & Co., Inc., dated September 20, 1960, recorded Vol. 66, Pg. 359-363, Deed Records, said reserved minerals further covered by Mineral Deed from George C. Fraser et al, Trustees, to TXL Oil Corporation, dated December 10, 1954, recorded Vol. 5, Pg. 254, Oil & Gas Records of Culberson County.

ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from the following described land, together with all rights relating thereto, express or implied, reserved unto the STATE OF TEXAS in Patents recorded as follows:

<u>SURVEY</u>	<u>BLOCK</u>	<u>TWP</u>	<u>SECTION</u>	<u>PORTION</u>	<u>PATENTEE</u>	<u>VOL.</u>	<u>PAGE</u>	<u>DATE</u>	<u>ACRES</u>
P.S.L.	63		6	ALL	PAUL TEAS	4	108	9/20/50	640.
P.S.L.	63		7	ALL	PAUL TEAS	4	109	9/20/50	640.
P.S.L.	63		8	ALL	PAUL TEAS	4	112	9/20/50	640.
P.S.L.	63		17	ALL	PAUL TEAS	4	114	9/20/50	640.
P.S.L.	63		18	ALL	PAUL TEAS	4	115	9/20/50	640.
P.S.L.	77		6	ALL	R. DURRILL	4	520	7/8/59	640.

ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from the following described land, together with all rights relating thereto, express or implied, reserved unto the STATE OF TEXAS in Patents recorded as follows:

SURVEY	BLOCK	TWP	SECTION	PORTION	PATENTEE	VOL.	PAGE	DATE	ACRES
T & P	65	7	28	ALL*	R. DURRILL*	4	515	7/8/59	642.
					less 2 ac	4			
T & P	65	7	30	ALL	R. DURRILL	4	516	7/8/59	650.8
" " "	65	7	36	ALL	R. DURRILL	4	516	" "	623.3
" " "	65	8	2	ALL	R. DURRILL	4	503	" "	630.
" " "	65	8	4	ALL	R. DURRILL	4	504	" "	636.7
" " "	65	8	8	ALL	R.B. DURRILL	4	504	" "	637.8
" " "	65	8	10	ALL	R.B. DURRILL	4	505	" "	634
" " "	65	8	14	ALL	R. DURRILL	4	506	" "	684.7
" " "	65	8	16	ALL	R.B. DURRILL	4	507	" "	690.8
" " "	65	8	20	ALL	R.B. DURRILL	4	508	" "	669.2
" " "	65	8	22	ALL	R.B. DURRILL	4	509	" "	665.4
" " "	65	8	24	ALL	R. DURRILL	4	509	" "	659.8

Undivided one-half interest in and to all oil, gas and other minerals in, on, under or that may be produced from Sections 18 and 30, Block 65, Township 8, T & P RR Co. Survey, herein described together with all rights relating thereto, express or implied, reserved unto the grantor predecessor in title in Deed from R.B. Durrill et ux Ila Durrill to Perkins & Co., Inc., dated July 20, 1960, recorded Vol. 64, Pg. 472-474, Deed Records

ROW Deed dated October 25, 1954, from J. R. Stevens, et ux to the State of Texas, recorded in Vol. 60, Pg. 137, 138 & 139, Deed Records, for roadway purposes along the West side of Section 18 & S/2 Section 7, Block 63, P.S.L. Survey and East side Section 5, Block 77, P.S.L. Survey.

ROW DEED dated April 13, 1955, from M. F. Green et ux to STATE OF TEXAS, recorded Vol. 60, Pg. 178, Deed Records, for a public road in the SE/quarter of Section 6, Block 63, P.S.L. Svy, 116.4' wide commencing 172' N of SE/corner of Section for its S line and extending westerly on a curve to Wild Horse Creek about 1728' containing 4.15 acres.

ASSIGNMENT OF ROW EASEMENTS from Pecos Growers Gas Company to Texas Western Municipal Gas Corporation, recorded Volume 92, Page 222, Deed Records, INSOFAR ONLY as it covers ROW EASEMENTS from Martin V. Hall et al covering Section 18, Block 63, P.S.L. Svy, appearing at Pages 244 and 245 therein and ROW EASEMENT from J. W. Wooten covering E/2 Section 5, Block 65, Twp. 8, T&P, appearing at pages 246 & 247 therein.

EASEMENT dated June 17, 1983, from Connecticut General Life Insurance Company to Continental Telephone Company of Texas, recorded Vol. 119 Pg. 200, Deed Records, covering a 15' easement across Sections 17 and 18, Block 63, P.S.L. Svy.

ROW DEED dated March 9, 1955 from George B. Praser et al to County of Culberson, recorded Volume 60, Page 242, Deed Records, INSOFAR ONLY as it covers Parcel "A" Tract 2, Section 29, Block 65, Twp. 8, T&P Svy, on page 243, Parcel "C", Tract "2", Section 21, Block 65 Twp 8, T&P Svy, on Page 244 and Parcel "E", Tract "2", Section 23, Block 65, Twp. 8, T&P Svy, on Page 244 therein.

ROW DEED dated December 27, 1954, from Roberta Durrill to the State of Texas, recorded Volume 131, Page 131, Deed Records, for a public road along the South edge of Section 24, Block 65, Twp. 8, a strip 50 feet wide, containing 6.003 acres.

ROW DEED dated December 27, 1954, from Roberta Durrill to the State of Texas recorded in Volume 60, Page 131, Deed Records, for a public road, a strip of land 50 feet wide along the South edge and the East edge of Section 6, Block 77, P.S.L. Svy.

ROW DEED dated December 27, 1954, from R. B. Durrill et ux to State of Texas, recorded Volume 60, Page 134, Deed Records, INSOPAR ONLY as it covers

Parcel (a) out of Section 20, Block 65, Twp 8, T&P Svy containing 0.187 acres; and
Parcel (c) out of Section 22, Block 65, Twp 8, T&P Svy containing a strip 50' wide and 5275' long

EASEMENT for transmission line dated January 7, 1948 to El Paso Electric Company et al recorded volume 52, Page 123, Deed Records for a transmission line across Sections 29 and 31, Block 65, Twp. 8, T&P Svy.

ROW EASEMENT dated February 3, 1942, from George C. Fraser et al to State of Texas, recorded Volume 46, Page 460, Deed Records INSOPAR ONLY as it covers Tract No. 3, being out of Section 7, Block 65, Twp. 8, T&P Svy. appearing at page 461 therein.

FLOOD WATER DIVERSION EASEMENT dated September 28, 1979, executed by Jerry R. Powell et ux to County of Culberson, recorded Volume 113, Page 98, Deed Records, for flood water diversion in Section 4, 5, 8, 17, and 20, Block 65, Twp. 8, T&P Svy, and Sections 25, 28, 29, 35 and 36, Block 65, Twp 7, T&P Svy; the same ratified and extended by Connecticut General Life Insurance Company to Culberson County, dated February 11, 1988, recorded Volume 129, Page 261, Deed Records.

FLOOD WATER DIVERSION EASEMENT dated June 15, 1979, executed by Jerry R. Powell et ux to County of Culberson, recorded Volume 113, Page 121, Deed Records, in Sections 1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24 and 29, in Block 65, Twp 8, T&P Svy; Sections 25, 28, 29, 35, 36 and 37, in Block 65, Twp. 7, T&P Svy; and part of Section 6, Block 77, P.S.L. Svy.; same ratified and extended by Connecticut General Life Insurance Company to Culberson County, dated February 29, 1988, recorded Volume 129, Page 309, Deed Records.

UNRECORDED EASEMENT to Rio Grande Electric Cooperative, Inc. referred to in Subordination Agreement from County of Culberson to Rio Grande Electric Cooperative, dated May 3, 1978, recorded Volume 110, Page 308, Deed Records, INSOPAR ONLY as it covers Section 28, Block 65, Twp. 7, T&P Svy, and re-recorded Volume 116, Page 823, Deed Records INSOPAR ONLY as it covers Section 28, Block 65, Twp. 7, T&P Svy (numbered 2.) and Section 25, Block 65, Twp. 7, T&P Svy (numbered 3.)

UNRECORDED EASEMENT to Rio Grande Electric Cooperative, Inc. referred to in Subordination Agreement from County of Culberson to Rio Grande Electric Cooperative, Inc., dated May 2, 1979, recorded Volume 112, Page 52, Deed Records, INSOFAR ONLY as it covers Sections 28 and 29, Block 65, Twp. 7, T&P Svy.

Any portion of the property herein described which lies within the boundaries of any road or roadway.

Rights of adjoining owners in and to party wall fences where situated on common boundary line.

Visible or apparent easements on or across the herein described property.

Rights of parties in possession.

This policy excepts as to the rights of adjoining land owners in and to that part of the hereinabove described property which may constitute accretion.

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

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

We FIDELITY NATIONAL TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

By: 
Authorized Officer or Agent

WestStar Title, LLC
601 N. Mesa St. Ste 1025
El Paso, TX 79901
Tel: 915-779-0500
Fax: 915-775-9951



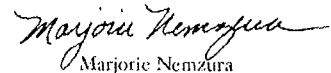
By:



Michael J. Nolan

President

Attest:



Marjorie Nemzura

Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

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

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

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

TEXAS TITLE INSURANCE INFORMATION

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

--EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also

be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

--**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

--**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-(800) 442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **December 3, 2024, 05:00 pm**

GF No. **241917-COM**

Commitment No. _____, issued **December 11, 2024,**

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: **\$6,600,000.00**
PROPOSED INSURED: **OW Wild Horse Ranch, LLC, a Texas limited liability company**
- 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:
**EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, FOR AND ON BEHALF OF
THE CITY OF EL PASO, TEXAS, A MUNICIPAL CORPORATION**

4. Legal description of land:

FIELD NOTES DESCRIBING A SURVEY OF 18,890.82 ACRES, MORE OR LESS, OF LAND IN BLOCK 65, TOWNSHIPS 7 AND 8, T. & P.R.R. COMPANY SURVEY, AND BLOCK 77, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS; AND A SURVEY OF 2,057.14 ACRES, MORE OR LESS, OF LAND IN BLOCK 63, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS; BOTH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT "A"
Legal Description

SURVEY 1 FIELD NOTES

WEST PART OF WILD HORSE VALLEY FARM

FIELD NOTES DESCRIBING A SURVEY OF 18,897.12 ACRES OF LAND IN BLOCK 65, TOWNSHIPS 7 AND 8, T. & P. R.R. COMPANY SURVEY, AND BLOCK 77, PUBLIC SCHOOL SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch rod in a large stone mound recovered at the Southwest corner of Section 20 and the Northwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, Culberson County, Texas, identified as set by R.W. Baker in 1959, for the Northernmost Northwest corner of this survey, whence a 3/8 inch iron pipe in a stone mound bears S 89° 32' 53" W 18.49 feet, and a 1 1/4 inch GIP marked "SW20, NW25, B65, T7, T. & P., 1959 E.L. PSL B122, 1959" in a large stone mound recovered at the Southeast corner of Section 8 and the Northwest corner of Section 9, Block 122, Public School Land Survey, Culberson County, Texas, identified by R.W. Baker as a corner set by A.M. Parker in his original survey of said Block 122, in October, 1900, bears N 0° 00' 30" W 103.84 feet, a brass cap in concrete marked "SE36, NE37 Block 65 T, T. & P. RY. Company Survey, KRA-139, 1939" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas, bears S 12° 47' 50" E 49,250.57 feet;

THENCE S 89° 55' 50" E 5,703.24 feet along the common line of said Sections 20 and 25, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 19, 20," set for the common corner of Sections 25, 26, 19, and 20 of said Block 65, Township 7, for the Northernmost Northeast corner of this survey;

THENCE S 0° 02' 00" W 5,557.37 feet along the common line of Sections 25 and 26, Block 65, Township 7, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 28, 27, set at the common corner of Sections 25, 26, 27 and 28, Block 65, Township 7, for a corner of this survey;

THENCE N 88° 59' 18" W 25.00 feet along the common line of sections 25 and 28, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 1,986.57 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;

THENCE S 45°02' 00" W 319.61 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;

THENCE S 0°02' 05" W 406.88 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;

EXHIBIT "A"
Legal Description

THENCE S 44° 58' 00" E 319.62 feet to a 1/2 inch iron rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 2,409.42 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line Sections 28 and 37, Block 65, Township 7, for an interior corner this survey;

THENCE S 89° 52' 15" E 25.00 feet along said common line, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 28, 27, 37, 38" set at the common corner of Sections 28, 27, 37 and 38, Block 65, Township 7, for a corner of this survey;

THENCE S 0° 02' 00" W 5,148.90 feet along the common line of said Sections 37 and 38 to a recovered 1 1/4 inch G.I.P. marked "SE37, SW38, NE2, NW1, B65, T7, T8, T & P, 1959", as set by R.W. Baker in 1959 at the common corner of Sections 37 and 38, Block 65, Township 7, and Sections 2 and 1, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 89° 56' 54" E, 4,949.07 feet along the common line of Section 38, Block 65, Township 7, and Section 1, Block 65, Township 8, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a point calculated for the Southeast corner of Section 38, Block 65, Township 7, the Northeast corner of Section 1, Block 65, Township 8, the Southwest Corner of Section 43, Block 64, Township 7, and the Northwest corner of Section 4, Block 77, Public School Land Survey, Culberson County, Texas, bears N 89° 56' 57" 283.33 feet;

THENCE S 0° 02' 04" W 4,486.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SWN Part S4 B77, PSL, EL, S1, B65, T8, 1959" stone mound under a fence as set by R.W. Baker in 1959, the southwest corner of the North part of Section 4, Block 77, Public School Land Survey, bears S 88° 57' 15" E 283.46 feet;

THENCE N 89° 59' 00" W 2,036.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 02" W 659.27 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 59' 00" W 2,915.42 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198 2, 1, 11, 12," set for an interior corner of this survey, the common corner of Sections 2, 1, 11 and 12 of Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas;

EXHIBIT "A"
Legal Description

THENCE S 0° 03' 43" W 3,917.70 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 54' 38" W at 1.11 feet pass a 3/4 inch iron pipe at a fence corner, in all 1,320.00 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 03' 42" W 1,319.01 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 11 and 14, Block 65, Township 8, for an interior corner of this survey;

THENCE S 89° 54' 39" E 1,320.00 feet to a 1 1/4 inch G.I.P. marked "SE11, SW12, N214, NW13, 365, T8, T & P, 1959" in a atone mound under a fence as set by R.W. Baker in 1959, the common corner of Sections 11, 12, 13, and 14, Block 65, Township 8, T.& P. R.R. Company Survey for a corner of this survey;

THENCE S 89° 58' 30" E 5,236.70 to a 1 1/4 inch G.I.P. marked "SE12, NE13, B65, T8, T&P, WL B77, PSL, 1959," in a stone mound at a fence corner, as set by R.W. Baker in 1959, the common corner of said Sections 13 and 12 of said Block 65, Township 8, on the West line of said Block 77, for a corner of this survey;

THENCE S 0° 01' 39" W along the East line of said Block 65, Township 8, and the West line of said Block 77 at 5,591.81 feet pass a point, the Southeast corner of Section 13 and the Northeast corner of Section 24 of said Block 65, Township 8, on the West line of said Block 77, at 7,142.17 feet pass a point, the Southwest corner of Section 5 and the Northwest corner of Section 6 of said Block 77 on the East line of said Block 65, Township 8, in all 7,813.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" met for an interior corner of this survey;

THENCE S 89° 57' 58" E 3,128.69 along the South line of a 570.00 acre tract of land out of Sections 5 and 6, Block 77, Public School Land Survey, described by metes and bounds in deed recorded in Volume 66, Page 171, of the Deed Records in Culberson County, Texas, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the West right of way line of F.M. Highway 2185 for a corner or this survey;

THENCE S 0° 01' 27" W 102.40 feet along the West right of way line of F.M. Highway 2185 to a point, whence a concrete right of way marker bears N 89° 14' 29" E 101.06 feet, for a corner of this survey;

THENCE S 0° 02' 21" W 2,203.26 feet along said right of way line to a concrete right of way marker on the P.C. of a curve to the right for a corner of this survey;

THENCE along a curve to the right, with a Delta of 89° 58' 49", a radius of 905.21 feet, an arc length of 1,421.59 feet, a Long Chord with a bearing of S 45° 05' 25" W and a length of 1,279.94 feet to a concrete right of way marker recovered on the P.T. of a curve on the north right of way line of F.M. Highway 2185 for a corner of this survey;

EXHIBIT "A"
Legal Description

THENCE N 89° 58' 52" W along the North right of way line of said F.M. Highway 2185 at 2,222.21 feet pass the common line of said Section 6, Block 77, and Section 24, Block 65, Township 8, from whence a calculated point for the Southeast corner of Section 24 and the Northeast corner of Section 25. Block 65, T8, T.& P. R.R. Company Survey, bears S 0° 01' 39" W 62.65 feet, a brass cap in concrete marked "SE36, NE37, B65, T8, T.& P. R.R. Company Survey, KRA 139, 1931" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T.& P. R.R. Company Survey, bears S 0° 01' 39" W 10,594.71 feet, in all 7,291.40 feet to a concrete right of way marker on said right of way line for a corner of this survey;

THENCE N 89° 58' 30" W along the North right of way line of said F.M. Highway 2185 at 169.14 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch GIP marked "SE23, SW24, NW25, NE26, B65, T8, T&P, offset 13.45 varas North 1959" in stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 06" W 100.95 feet, at 5,493.77 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch G.I.P. marked "NE27, NW26, SE22, SW23, B65, T8, T&P, offset 14.8 varas North, 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 57" W 101.70 feet, in all 5,999.64 feet to a concrete right of way marker for a corner of this survey;

THENCE N 89° 56' 22" W along the North right of way line of Highway 2185 at 4,818.87 feet pass the common line of Sections 21 and 22 of said Block 65, from whence a 1 1/4 inch GIP marked "SW22, SE21, NE28, NW27, B65, T8, T&P, offset 14.5 varas North 1959" in stone mound as set by R.W. Baker in 1959, bears S 0° 02' 03" W 102.92 feet, in all 10,102.14 feet to a concrete right of way marker on the P.C. of a curve to the left, for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SE20, SW21, NE29, NW28, B65, T8, T&P, offset 17.46 varas North, 1959" in a stone mound under fence as set by R.W. Baker in 1959, bears S 21° 57' 18" W 115.76 feet;

THENCE along the North right of way line of F.M. Highway 2185, a curve to the left with a Delta of 45° 32' 14", a Radius of 1,484.34 feet, an Arc Length of 1,179.72 feet and a Long Chord with a bearing of S 66° 56' 44" W and a distance of 1,148.91 feet, to a concrete right of way marker on the P.T. of a curve for a corner of this survey;

THENCE 44° 31' 25" W 359.30 feet along the Northwest right of way of F.M. Highway 2185 to a concrete right of way marker on the P.C. of a curve for a corner of this Survey;

THENCE along said right of way along and curve to the left with a Delta of 44° 38' 58", a Radius of 1,492.91 feet an Arc Length of 1,163.39 feet and a Long Chord with a bearing of S 22° 01' 33" W and a distance of 1,134.18 feet to a concrete right of way marker on the P.T. of curve for a corner of this survey;

THENCE S 0° 05' 09" E 4.11 feet, along the West right of way line of F.M. Highway 2185 to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" for a corner of this survey;

THENCE S 89° 34' 49" W along a fence at 3,629.78 feet pass the common line of Sections 29 and 30 of said Block 65, in all 8,953.43 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2398" set on the common line of the G.W. Russ

EXHIBIT "A"
Legal Description

Survey, Block G and Block 65, Township 8, for the Southwest corner of this survey, from whence a 5/8 inch rod in a stone mound bears N 03° 42' 33" W 90.71 feet and a fence corner bears S 89° 34' 49" W 186.09 feet,

THENCE N 0° 01' 10" E along the West line of Block 65, Township 8, and the East line of the G.W. Russ Survey, Block G, at 1,333.25 feet pass a 1 1/4 inch GIP marked "SE13, B-G" in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 13 and the Northeast corner of Section 11 of said Block G, in all 1,777.01 feet to a 1 1/4 inch GIP marked "SW19, NW30, B65, T8, T&P, 1959" as set by R.W. Baker in 1959 the Southwest corner of Section 19 and the Northwest corner of Section 30 of said Block 65, Township 8, for a corner of this survey;

THENCE N 00° 00' 56" E 3,005.48 feet along the common line of Block 6, G.W. Russ Survey, and Block 65, Township 8, T. & P. R.R. Company Survey, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the Southeast right of way line of State Highway 54, for a corner of this survey;

THENCE N 15° 49' 01" E 140.43 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 17" E along the Southeast right of way line of State Highway 54, at 2,441.01 feet pass the common line of Sections 18 and 19, Block 65, Township 8, T. & P. R.R. Company Survey, from whence a 1 1/4 inch GIP marked "SW18, NW19, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, the Southwest corner of Section 18 and the Northwest corner of Section 19, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 45" W 703.13 feet, at 8,247.60 feet pass the common line of Section 7 and 18 of said Block 65, Township 8, from whence a 1 1/4 inch G.I.P. marked "SW7, NW18, B65, T8, T&P, 1959" as set by R.W. Baker in 1959, for the Southwest corner of Section 7 and the Northwest corner of Section 18, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 54" W 2,284.33 feet, in all 8,401.73 feet to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 25" E 900.07 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 14" E 4,382.20 feet along said right of way line to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 6 and 7 of said Block 65, Township 8, for a corner of this survey;

THENCE S 89° 58' 54" E 1,542.66 feet along said common line to a 1 1/4 inch G.I.P. marked "SE6, SW5, NE7, NW8, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959 at the common corner of Sections 5, 6, 7, and 8, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 07' 46" E 5,149.70 feet along the common line of said Sections 5 and 6 to a 1 1/4 inch G.I.P. marked "SE33, SW34, NE6, NW5, T7, T8, B65, T&P, 1959" in a stone mound as set by R.W. Baker, the common corner of Sections 33 and 34, Township 7 and Sections 5 and 6, Township 8, Block 65, T. & P. R.R. Company Survey, for a corner of this survey;

EXHIBIT "A"
Legal Description

THENCE S 89° 56' 09" E 5,325.44 feet along the common line of Section 34, Township 7, and Section 5, Township 8, to a 1 1/4 inch G.I.P. marked "SE34, SW35, NE5, NW4, B65, T-7, T-8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, for the common corner of Sections 34 and 35, Township 7, and Sections 4 and 5, Township 8, said Block 65, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 01' 09" E along the common line of Sections 34 and 35 of said Block 65, at 5,146.67 feet pass a point for the common corner of Sections 30, 31, 34 and 35, of said Block 65, Township 7, in all 10,486.38 feet to a recovered 1 1/4 inch G.I.P. marked "NE31, NW30, B65, T7, T&P, S.L. 10, B122, PSL 1959" in a stone mound as set by R.W. Baker in 1959, the Northeast corner of Section 31 and the Northwest corner of Section 30, Block 65, Township 7, T. & P. R.R. Company Survey, for a corner of this survey, from whence a 3/4 inch G.I.P. marked "SW10, B122, PSL, SE24, B65, T7" in a stone mound, as recovered and identified by R.W. Baker as the Southwest corner of Section 10, Block 122, Public School Land Survey, and as corner set by A.H. Parker in October 1900, bears N 89° 54' 47" W 15.40 feet;

THENCE N 89° 58' 07" E 4,894.47 feet, to a 1 1/4 inch G.I.P. marked "SE10, SW9, B122, PSL," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 10 and the Southwest corner of Section 9, Block 122, Public School Land Survey for a corner of this survey; whence a 1" IP in a stone mound bears S 79° 41' 45" E 488.87 feet;

THENCE S 89° 57' 46" E at 440.50 feet pass a point, the Northeast corner of Section 30 and the Northwest corner Section 29 of said Block 65, Township 7, in all 5,389.55 feet to a 1 1/4 inch G.I.P. marked "SE9, B122, PSL, SW25, B65, T7, T&P 1959," in a stone mound as recovered and identified by R.W. Baker in 1959, as corner set by A.H. Parker in October 1900, for the Southeast corner of Section 9, Block 122, Public School Land Survey, and the Southwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, whence a large stone mound recovered at the common corner of Sections 25, 28 and 29, Block 65, Township 7, bears S 89° 57' 27" E 385.91 feet, for an interior corner of this survey;

THENCE N 0° 04' 13" E 5,470.05 feet along the East line of said Section 9, Block 122, and the West line of said Section 25, to the place of beginning. Containing 18,890.82 acres of land more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

SURVEY 2 FIELD NOTES

EAST PART OF WILD HORSE VALLEY FARM

FIELD NOTES DESCRIBING A SURVEY OF 2,057.14 ACRES OF LAND IN BLOCK 63, PUBLIC SCHOOL LAND SURVEY CULBERSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A"
Legal Description

BEGINNING at a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 3, 6, 5", set at the Northeast corner of Section 6 and the Northwest corner of Section 5, Block 63, on the South line of Section 3, Block 77, Public School Land Surveys, Culberson County, Texas, whence a 1 1/4 inch G.I.P. marked "SE46, SW47, B64, T7, TXL, 1958" as set by R.W. Baker in 1958, the Southeast corner of Section 46 and the Southwest corner of Section 47, Block 64, Township 7, T. & P. R.R. Company Survey, on the North line of Section 3, of said Block 77, bears N 78° 37' 21" E 12,914.19 feet, for the Northeast corner of this survey;

THENCE N 89° 58' 41" W 748.85 feet along the North line of said Section 6, Block 63, and the South line of said Section 3, Block 77, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse Draw for a corner of this survey;

THENCE along the center line meanders of Wild Horse Draw as follows:

S 46° 45' 32" W 115.09 feet to a 60D Nail;
S 17° 32' 53" W 156.02 feet to a 60D Nail;
S 05° 53' 25" W 136.66 feet to a 60D Nail;
S 53° 10' 21" W 196.55 feet to a 60D Nail;
S 24° 35' 14" W 58.35 feet to a 60D Nail;
S 09° 25' 29" E 209.74 feet to a 60D Nail;
S 67° 56' 05" W 54.52 feet to a 60D Nail;
N 81° 14' 19" W 47.09 feet to a 60D Nail;
N 36° 37' 19" W 117.69 feet to a 60D Nail;
N 84° 52' 00" W 46.42 feet to a 60D Nail;
S 57° 31' 08" W 267.39 feet to a 60D Nail;
S 20° 35' 58" E 62.50 feet to a 60D Nail;
S 39° 27' 36" E 152.96 feet to a 60D Nail;
S 26° 41' 27" E 86.22 feet to a 60D Nail;
S 17° 37' 20" W 57.77 feet to a 60D Nail;
S 64° 50' 46" W 130.91 feet to a 60D Nail;
S 15° 49' 40" W 101.84 feet to a 60D Nail;
S 27° 16' 41" E 90.49 feet to a 60D Nail;
S 31° 18' 49" W 196.82 feet to a 60D Nail;

EXHIBIT "A"
Legal Description

S 05° 07'14" W 72.10 feet to a 60D Nail;
S 65° 26' 04" E 140.95 feet to a 60D Nail;
S 30° 06' 13" W 87.63 feet to a 60D Nail;
S 78° 42' 02" W 103.24 feet to a 60D Nail;
N 49° 45' 33" W 75.19 feet to a 60D Nail;
S 81° 37' 58" W 30.09 feet to a 60D Nail;
S 57° 01' 51" W 237.13 feet to a 60D Nail;
N 59° 34' 22" W 140.78 feet to a 60D Nail;
S 88°33'20" W 44.79 feet to a 60D Nail;
N 33° 33' 00"W 69.98 feet to a 60D Nail;
S 03° 27' 04" W 122.19 feet to a 60D Nail;
S 52° 59' 06" W 29.86 feet to a 60D Nail;
N 63° 24' 13" W 65.84 feet to a 60D Nail;
N 46° 08' 01" W 93.08 feet to a 60D Nail;
S 84° 31' 05" W 80.03 feet to a 60D Nail;
S 72° 50' 15" W 187.30 feet to a 60D Nail;
S 62° 51' 25" W 129.08 feet to a 60D Nail;
S 44° 36' 39" W 266.17 feet to a 60D Nail;
N 65° 48' 24" W 42.33 feet to a 60D Nail;
N 31° 47' 56" W 117.83 feet to a 60D Nail;
N 47° 48' 16" W 104.23 feet to a 60D Nail;
N 70° 35' 14" W 100.19 feet to a 3/4 inch iron pipe;
S 78° 19' 55" W 53.68 feet to a 60D Nail;
S 48° 38' 38" W 65.23 feet to a 60D Nail;
S 39° 18' 25" W 77.38 feet to a 60D Nail;
S 71° 44' 36" W 37.50 feet to a 60D Nail;
N 81° 58' 56" W 81.43 feet to a 60D Nail;
N 63° 25' 26" W 72.06 feet to a 60D Nail;
S 74° 41' 01" W 48.39 feet to a 3/4 inch iron pipe;
S 23° 37' 53" W 214.26 feet to a 60D Nail;

EXHIBIT "A"
Legal Description

S 58° 52' 01" W 283.32 feet to a 60D Nail;
S 05° 25' 07" W 261.50 feet to a 1 1/4 inch iron pipe;
S 18° 28' 27" E 540.39 feet to a 60D Nail;
S 26° 04' 15" E 453.94 feet to a 60D Nail;
S 37° 32' 26" W 352.17 feet to a 60D Nail;
S 09° 20' 15" E 205.05 feet to a 60D Nail;
S 25° 55' 01" E 176.50 feet to a 60D Nail;
S 56° 45' 15" E 475.85 feet to a 60D Nail;
S 66° 53' 57" E 198.04 feet to a 60D Nail;
S 62° 20' 06" E 471.04 feet to a 60D Nail;
S 44° 07' 30" E 369.46 feet to a 60D Nail;
S 35° 54' 07" E 121.04 feet to a 60D Nail;
S 79° 55' 38" E 191.23 feet to a 60D Nail;

THENCE S 35° 37' 47" E along said draw at 151.46 feet pass a point on the common line of Sections 6 and 7, Block 63, Public School Land Survey, whence a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set at the common corners of Sections 6, 5, 7, and 8 of said Block 63, bears S 89° 58' 57" E 1,910.99 feet, in all 351.87 feet;

THENCE continuing with said Wild Horse Draw meanders as follows:

S 77° 03' 14" E 241.46 feet to a 60D Nail;
S 35° 44' 14" E 191.38 feet to a 60D Nail;
S 18° 56' 50" E 260.79 feet to a 60D Nail;
S 28° 20' 24" E 87.69 feet to a 60D Nail;
S 37° 02' 59" W 46.30 feet to a 60D Nail;
S 82° 17' 23" W 129.79 feet to a 60D Nail;
S 43° 59' 15" W 110.57 feet to a 60D Nail;
S 11° 16' 36" E 134.77 feet to a 60D Nail;
S 49° 07' 06" E 414.05 feet to a 60D Nail;
S 38° 56' 55" E 287.64 feet to a 60D Nail;
S 03° 06' 17" W 220.20 feet to a 60D Nail;

EXHIBIT "A"
Legal Description

S 36° 40' 53" E 409.16 feet to a 60D Nail;

S 53° 02' 19" E 131.22 feet to a 60D Nail;

N 85° 44' 58" E 148.60 feet to a 60D Nail;

S 53° 40' 06" E 122.81 feet to a 60D Nail;

S 12° 41' 17" E 61.21 feet to a 60D Nail;

S 21° 48' 36" W 68.53 feet to a 60D Nail;

N 82° 46' 06" W 196.42 feet to a 60D Nail;

S 73° 43' 17" W 92.63 feet to a 60D Nail;

S 19° 00' 34" W 163.94 feet to a 60D Nail;

S 43° 46' 57" E 176.46 feet to a 60D Nail;

THENCE S 60° 08' 40" E 178.78 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the South line of the North half of said Section 7, for an interior corner of this survey;

THENCE N 89° 59' 05" W 3,764.13 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE S 0° 01' 27" W 1,320.00 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE N 89° 59' 06" W 941.19 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the East right of way line of F.M. 2185 for a corner of this survey;

THENCE S 0° 01' 27" W along said right of way, at 1,321.24 feet pass the common line of Sections 7 and 18 of said Block 63, in all 6,502.17 feet to a concrete right of way marker, whence a 1 1/4 inch G.I.P. marked "NE6, SW5, B77, PSL, WL18, B63, 19.1 varas E," in a stone mound under a fence, as set by R.W. Baker in 1959, bears N 7° 31' 17" W 778.93 feet, for a corner of this survey;

THENCE S 0° 01' 21" W 101.86 feet along the East right of way line of said F.M. Highway 2185, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Section 18 and Section 19 of said Block 63, for the southwest corner of this survey, whence a railroad spike recovered in the pavement centerline of F.M. 2185, bears N 88° 37' 05" W 50.30 feet, a point calculated at the Southwest corner of Section 18 and the Northwest corner of Section 19 of said Block 63, on the East line of Block 77, Public School Land Survey, bears N 89° 59' 29" W 49.25 feet, from whence a 4 inch by 4 inch Concrete monument with brass cap marked "N.W. 6 UT Block 48" recovered at the Northwest corner of Block 48 University Land Survey, bears S 0° 37' 14" W 5,310.05 feet;

EXHIBIT "A"
Legal Description

THENCE S 89° 59' 29" E at 5,225.10 feet pass a point calculated at the common corner of Sections 18, 17, 19 and 20 of said Block 63, in all 10,499.45 feet to a 1 inch G.I.P. recovered flush with road, at the common corner of Sections 17, 16, 20 and 21, for the Southeast corner of this survey, and an interior corner of the Southwest Sunsites Subdivision, as per plat recorded in Volume 5 Pages 23-28, of the plat records of Culberson County, Texas, from whence a 1 inch iron pipe marked "17, 16, 20, 21", at a fence corner bears N 48° 42' 17" W 122.88 feet;

THENCE N 0° 01' 39" E 5,281.88 feet, along the common line of Sections 17 and 16, and along the West line of said subdivision, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 8, 9, 17, 16" set at the common corner of Section 8, 9, 17 and 16 of said Block 63, for a corner of this survey, whence a 6 inch iron pipe 6 feet high, bears N 67° 17' 56" E 15.99 feet;

THENCE N 89° 59' 14" W 2,962.41 feet along the common line of Sections 8 and 9 of said Block 63, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse Draw, for an interior corner of this survey;

THENCE along the centerline meanders of Wild Horse Draw as follows:

N 05° 20' 39" W 804.62 to a point;

N 61° 35' 11" E 137.90 to a point;

N 39° 10' 27" E 178.60 to a point;

N 8° 31' 59" E 199.50 to a point;

N 26° 47' 24" W 154.60 to a point;

N 40° 22' 51" W 217.30 to a point;

N 58° 40' 43" W 614.60 to a point;

N 39° 49' 17" W 310.12 to a point;

N 68° 15' 40" W 698.10 to a point;

N 67° 14' 41" W 187.60 to a point;

N 62° 09' 10" W 195.60 to a point;

THENCE N 77° 56' 29" W 584.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 8 and 7 of said Block 63, for a corner of this survey;

THENCE N 0° 01' 39" E at 2,674.14 feet, pass a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set on the common corner of Sections 5, 6, 7 and 8 of said Block 63, in all 7,956.42 feet to the place of beginning.

EXHIBIT "A"
Legal Description

Containing 2,057.14 acres of land more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

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):~~
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 **2025**, 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.**
 - c. **Rights of parties in possession, as tenants only, under unrecorded lease agreements.**
 - d. **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 but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records 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.

e. 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.)

f. 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).

- g. 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.)

- h. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights,**

privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land that are not listed.

- i. Visible and apparent easements for roads and public utilities existing on the ground.
- j. Right of Way Easement to the STATE OF TEXAS, recorded in Volume 45, Page 100 and Volume 45, Page 102, Deed Records, Culberson County, Texas. (State Highway 54)
- k. Blanket Easement to EL PASO ELECTRIC COMPANY, recorded in Volume 52, Page 123, Deed Records, Culberson County, Texas. Company makes no representation as to the present ownership of this interest. (29, Blk 65, T-8)
- l. Right of Way Easement to the STATE OF TEXAS, recorded in Volume 60, Page 131, Volume 60, Page 134, Deed Records, Culberson County, Texas. (F.M. Highway 2185)
- m. Right of Way Easement to the STATE OF TEXAS, recorded in Volume 60, Page 178, Deed Records, Culberson County, Texas. (6-63, PSL)
- n. Right of Way Easement to the STATE OF TEXAS, recorded in Volume 60, Page 242, Deed Records, Culberson County, Texas. (F.M. Highway 2185)
- o. Easement to CULBERSON COUNTY, recorded in Volume 113, Page 88, Deed Records, Culberson County, Texas. (25, 28, 29, 36 & 36 Blk. 65, T-7 and 4, 5, 8, 17 & 20, Blk 65, T-8)
- p. Easement to CULBERSON COUNTY, recorded in Volume 113, Page 121, Deed Records, Culberson County, Texas. (25, 28, 29, 35, 36 & 37, Blk 65, T-7 and 1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 16, 17, 20, 21, 22, 23,24 & 29 Blk. 65, T-8)
- q. Pole Line Easement to EL PASO ELECTRIC COMPANY, recorded in Volume 114, Page 743, Deed Records, Culberson County, Texas. Company makes no representation as to the present ownership of this interest. (29, Blk 65, T-8)
- r. Easement to EL PASO ELECTRIC COMPANY, recorded in Volume 116, Page 669, Deed Records, Culberson County, Texas. Company makes no representation as to the present ownership of this interest. (29, Blk 65, T-8)
- s. Roadway Easement to CULBERSON COUNTY, recorded in Volume 149, Page 673, Deed Records, Culberson County, Texas. (1, Blk 65, T-8)
- t. NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and

does not override Item 2 of Schedule "B" hereof.

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.**
6. **NOTE: 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)**
7. **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.

- 8. 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.
- 9. **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.
- 10. 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.
- 11. **NOTE:** Please note that Page 1 of the metes and bounds description for West Part of Wild Horse Valley Farm shows 18,897.12 acres, however, page 6 shows 18,890.82 acres. The combined acreage on the contract appears to correlate with the 18,890.82 acre amount.

Countersigned
WestStar Title, LLC

By Melissa Alva Inier

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **241917-COM**

Effective Date: **December 3, 2024, 05:00 pm**

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

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

Underwriter: Fidelity National Title Insurance Company

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

Shareholders: Fidelity National Title Group, Inc., which is owned 100% by FNTG Holdings, LLC, which is owned 100% by Fidelity National Financial, Inc., a publicly held company.

Directors: Steven G. Day, Roger S. Jewkes, Marjorie Nemzura, Michael J. Nolan, Anthony J. Park

Officers: Michael J. Nolan, President, Chief Executive Officer, and Chairman of the Board; Anthony J. Park, Treasurer, Chief Financial Officer, and Executive Vice President; Marjorie Nemzura, Corporate Secretary and Vice President

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: Bernardo Del Hierro, President
Rodolfo Telles, Sr. Senior Vice President, Title Examination Manager
Rachel Samaniego Valles, Senior Vice President & Branch Manager
Olivian Janette Coon, Senior Vice President & Commercial Escrow Manager
Anita Dominguez, Vice President
Jaime Gloria, Escrow Accounting Manager

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

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

Owner's Policy	<u>\$28,607.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$28,607.00</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>
\$12006.25	FNF Southwest Agency	50% after Underwriter Portion

" *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."



Privacy Policy Notice

We Are Committed to Safeguarding Customer Information

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

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

Applicability

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

Types of Information We Collect

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

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

Use of Information We Collect

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

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

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

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

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

Information We May Disclose to Our Affiliates

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

Former Customers

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

Confidentiality and Security

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

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

RESOLUTION

A RESOLUTION OF THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD (EPWATER) TO AWARD THE SALE OF APPROXIMATELY 20,948 ACRES OF LAND, LEGALLY DESCRIBED AS CONSISTING OF ALL OR PARTIAL SECTIONS OF TOWNSHIP 7 AND 8, BLOCK 65, AND ALL OR PARTIAL SECTIONS OF PSL, BLOCK 77, AND PSL PART I AND PSL PART II, BLOCK 63, ALSO KNOWN AS WILDHORSE RANCH, CULBERSON COUNTY, TEXAS, TO OLIVER OLIN WOOTEN TRUSTS AND AUTHORIZING THE PRESIDENT/CEO TO FORWARD THE RECOMMENDATION TO THE CITY AND SIGN ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, the El Paso Water Utilities Public Service Board holds certain real properties comprising the water, wastewater and drainage utility systems in its land inventory (collectively the “System”); and,

WHEREAS, on November 13, 2024, the El Paso Water Utilities Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann. §253.014(a)-(e), as amended; and

NOW, THEREFORE, BE IT RESOLVED BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:

Section 1. The recitations as set out in the preamble above are found to be true and correct, and are hereby adopted by the El Paso Water Utilities Public Service Board and made a part of this Resolution for all purposes.

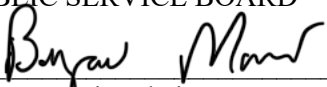
Section 2. That the El Paso Water Utilities Public Service Board recommends that the land described below be sold to Oliver Olin Wooten Trusts for a total amount of \$6,600,000:

Approximately 20,948 acres of land, legally described as consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, also known as the Wild Horse Ranch, Culberson County, Texas.

Section 3. That the El Paso Water Utilities Public Service Board authorize the President/CEO to forward the resolution of the El Paso Water Utilities Public Service Board that the above-described land be sold in accordance with state law to the City and sign any and all documents necessary to complete the sale of the property to Oliver Olin Wooten Trusts.

PASSED, ADOPTED and APPROVED at a Regular Meeting of the El Paso Water Utilities Public Service Board of the City of El Paso, Texas, this 13th day of November, 2024, at which meeting a quorum was present and which meeting was held in accordance with the provisions of V.T.C.A. Government Code, Sections 551.001, et. seq.

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD



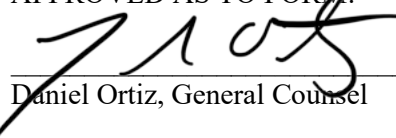
Bryan McJris, Chair

ATTEST:



Stefanie Block Uribarri, Secretary-
Treasurer

APPROVED AS TO FORM:



Daniel Ortiz, General Counsel