

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



**DEPARTMENT / COUNCIL OFFICE:** EPWater-Land Management

**AGENDA DATE:** 6/9/26

**PUBLIC HEARING DATE:** 6/23/26

**CONTACT PERSON NAME:** Alex Vidales

**PHONE NUMBER:** 915.594.5636

**2nd CONTACT PERSON NAME:** Rocio Alvarado

**PHONE NUMBER:** 915.5945493

**DISTRICT(S) AFFECTED:** D1 and El Paso County

**AGENDA ITEM:**

Authorizing the City Manager to sign an Deed and any other necessary documents to convey approximately 330.26 acres of land legally described as: Laura E. Mundy Survey 234, a portion of Tract 2, El Paso County, Texas.

**ISSUE STATEMENT:**

This item would sell approximately 330 acres of property owned by the El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, held as part of its water, wastewater and stormwater systems, to Hunt Communities Holdings, LLC. The property is located east of I-10 and south of Westway. The buyer would use the property for potential development.

**BACKGROUND:**

The property is owned by the El Paso Water Utilities Public Service Board ("EPWater"), a component unit of the City of El Paso, a Texas municipal corporation, as part of its water, wastewater and stormwater systems (the "System").

On December 13, 2017, the Public Service Board declared the property inexpedient to the system.

On July 17, 2020, EPWater opened bids for the property.

On August 12, 2020, the Public Service Board awarded the bid to Hunt Communities Holdings, LLC., and authorized the President/CEO of EPWater to proceed with the sale.

**COUNCIL OPTIONS:**

recommended council action:

- Approve the Ordinance/item– MOTION: "I make a motion to approve Ordinance/Item\_\_\_\_."
- Ordinance attached

**COMMITTEE REVIEW AND/OR RECOMMENDATION:**

City Admin Review on July 2, 2018. Real Estate Manager requested "10 acres for municipal use within the 225 acres that are inside the City of El Paso's city limits."

**COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:**

The Public Service Board declared the property inexpedient to the system.

Individual council member briefings will be held via TEAMS and/or in person prior to 2nd Reading/Approval.

**RELATED CITY POLICIES:**

EPWater/City of El Paso Joint Resolution (approved March 31, 2010; amended September 26, 2012 and December 19, 2017)

**PRIOR COUNCIL ACTION:**

On May 14, 2019, Council approved the sale of approximately 74 acres of EPWater property to Northtowne Village Joint Venture.

**LEGAL REVIEW:**

- Legal counsel reviewed as a part of Council packet
- Legal counsel reviewed in advance of packet as an individual item

**AMOUNT AND SOURCE OF FUNDING:**

N.A.

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

N.A.

NAME	AMOUNT (\$)

**ATTACHMENTS:**

- A. DHS (Updated)
- B. Ordinance
- C. Deed 1 & 2
- D. Purchase & Sales Agreement
- E. Title Commitment
- F. PSB Resolution

**FOR MORE INFORMATION:**

Alex Vidales

915.594.5636

avidales@epwater.org

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

**SIGNATURE:**



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

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A DEED AND ANY OTHER NECESSARY DOCUMENTS TO CONVEY APPROXIMATELY 330.26 ACRES OF LAND LEGALLY DESCRIBED AS LAURA E. MUNDY SURVEY 234, A PORTION OF TRACT 2, EL PASO COUNTY, TEXAS.**

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

**WHEREAS**, at its regular meeting on December 13, 2017, the Public Service Board determined approximately 330.26 acres of land legally described as Laura E. Mundy Survey 234, a portion of Tract 2, El Paso County, Texas, (the "*Property*"), to be inexpedient to the system; and,

**WHEREAS**, on July 17, 2020, EPWater opened bids for the Property; and,

**WHEREAS**, at its regular meeting on August 12, 2020, the Public Service Board awarded the bid and approved the sale of the Property to Hunt Communities Holdings, LLC.

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

That the City Manager is authorized to sign a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property: approximately 330.26 acres, Laura E. Mundy Survey 234, a portion of Tract 2, El Paso County, Texas.

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

CITY OF EL PASO

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


ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Melinda Becker  
Assistant General Counsel

ORDINANCE NUMBER \_\_\_\_\_  
Sale of Land – 330.26 Acres

**SPECIAL WARRANTY DEED**

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

**Effective Date:** \_\_\_\_\_, 2026

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

**Grantee:** Hunt Communities Holding, LLC.

\_\_\_\_\_  
El Paso, TX \_\_\_\_\_

**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 El Paso County, Texas, as more particularly described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein by reference, together with all improvements located on such land.

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

*Save and except:*

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

Those portions of property described in **Exhibit A-1**, **Exhibit A-2**, and **Exhibit B**.

Buyer Initials: \_\_\_\_

**Exceptions to Conveyance and Warranty:**

- 1) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas
- 2) All minerals reserved to the State of Texas in Patent in Volume 1272, Page 557, Real Property Record, El Paso County, Texas.
- 3) Easement to EL PASO ELECTRIC COMPANY in Volume 1990, Page 82; Clerk's File No. 20060107712 and Clerk's File No. 20090001481, Real Property Records, El Paso County, Texas

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

Grantor, subject to the Severance of the Groundwater Estate and 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 Severance of the Groundwater Estate and Exceptions to Conveyance and Warranty set forth above.

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

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

Buyer Initials: \_\_\_ \_\_\_

**GRANTOR:**

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

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO         §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by  
Dionne Mack, City Manager of the City of El Paso.

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

Buyer Initials: \_\_ \_

Prepared for: EPW  
September 18, 2018

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

The **"TRUE POINT OF BEGINNING"** being a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a found 2" pipe for the northwesterly corner of Nellie D Mundy Survey No. 254 bears, North 03°13'15" East a distance of 2900.87 feet;

Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E, Mundy Survey No. 234, South 03°11'52" West a distance of 4417.81 feet to a set ½" rebar for the southwest corner of Nellie D. Mundy Survey No. 234

Thence along the common line of Nellie D. Mundy Surveys No. 234 and 237, North 86°46'47" West a distance of 3250.24 feet to a set ½" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a found ½" rebar with cap marked TX 5152 on the easterly right of way line of U.S. Interstate Highway No. 10;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set ½" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line the following 5 courses:

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) distance of 1691.28 feet to a set ½" rebar;

North 03°52'41" West (North 07°03'00" West, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar;

North 03°14'49" East (North 00°04'30" East, TX DOT R.O.W. Map) a distance of 1300.44 feet to a set ½" rebar;

North 10°22'19" East (North 07°12'00" East, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar;

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) a distance of 641.26 feet to a set ½" rebar on the northerly line of Nellie D. Mundy Survey No. 234;

---

CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

[EXHIBIT "A" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WJC

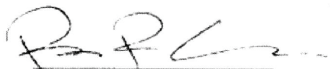
Buyer Initials: \_\_\_ \_\_\_

Thence along said line, South 86°48'08" East a distance of 3246.45 feet to the TRUE POINT OF BEGINNING" and containing 14,385,995 Square Feet or 330.26 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

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



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



job # 518-17

**CONDE, INC.**  
**ENGINEERING / LAND SURVEYING / PLANNING**  
**6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905**  
**(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100**

[EXHIBIT "A" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WTC

Buyer Initials: \_\_\_\_



EXHIBIT "A-1"

Prepared For: Hunt Communities GP LLC  
Date: 01-10-2023  
Being a portion of Tract 2, Laura E. Mundy Survey 234  
El Paso County, Texas  
W.O. # 112822-5  
File Name: Geo Ref NWtopo HUNT FILL M&B 01-09-23.doc

METES AND BOUNDS DESCRIPTION

Description of a 21.93-acre parcel of land more or less, being a Portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found cap marked IRA Harding located at the common corner of Laura E Mundy 234, Laura E Mundy 237, Laura E Mundy 245 and Clara A. Mundy Survey 254 from which a found pipe with cap marked EPNG 1977 BSE located at the southeast corner of Clara A. Mundy Survey 254 bears South 86°44'27" East a distance of 5280.81 feet, Thence North 86°42'28" West a distance of 794.41 feet to a point, Thence South 03°17'32" West a distance of 114.82 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572, said rebar being the Point of Beginning;

Thence South 03°17'32" West a distance of 819.99 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 86°46'58" East a distance of 230.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 03°17'32" West a distance of 530.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance 500.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 260.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance of 430.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 1089.99 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 86°46'58" East a distance of 699.99 feet to the Point of Beginning and containing in all 955,084 square feet or 21.93 acres of land more or less.

01/11/2023 *Charles H. Gutierrez*  
CHARLES H. GUTIERREZ R.P.L.S. 5572  
H2O-Terra



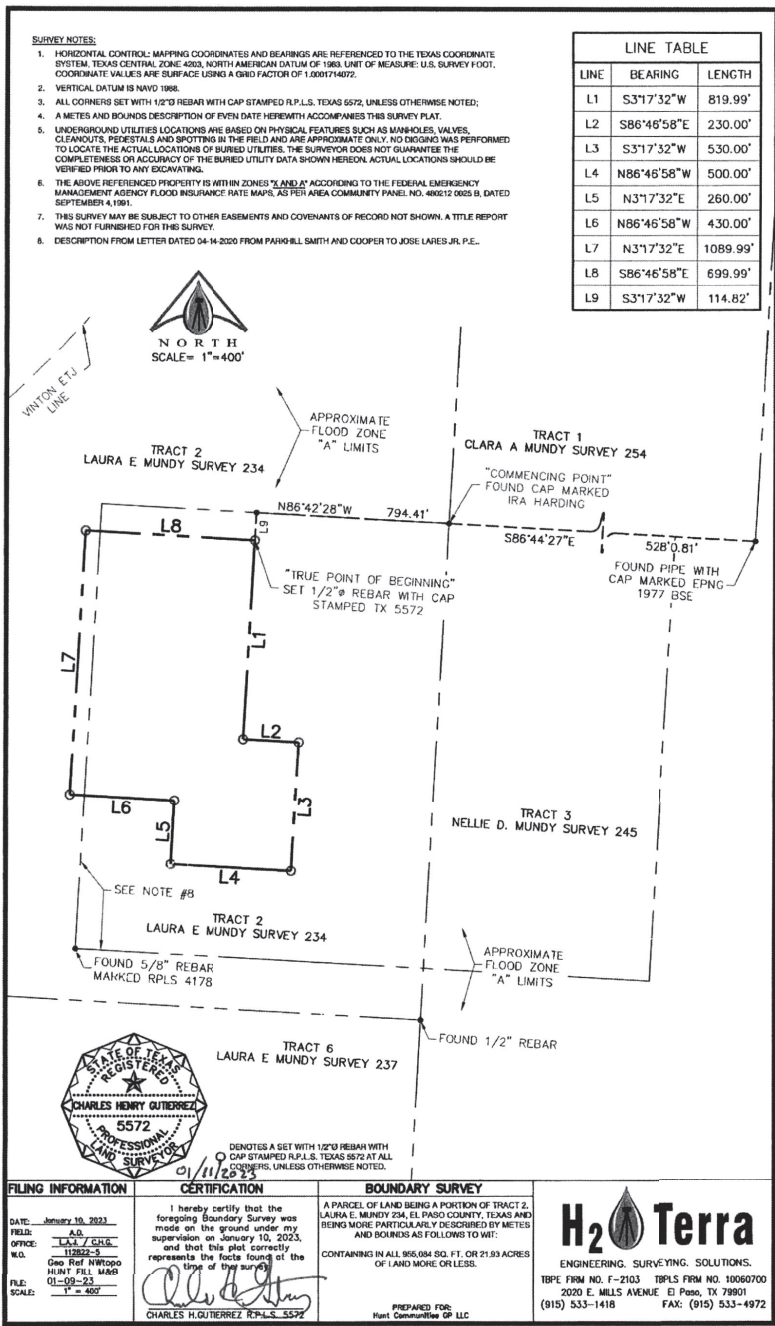
WJC

NOTES:

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.
2. A SURVEY PLAT OF EVEN DATE HERewith ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

*WJC*

Buyer Initials: \_\_\_\_



[EXHIBIT "A-1" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WSE

Buyer Initials: \_\_\_\_\_

EXHIBIT "A-2"

Prepared For: Hunt Communities GP LLC  
Date: 03-07-2023  
Being a portion of Tract 2, Laura E. Mundy Survey 234  
El Paso County, Texas  
W.O. # 112822-5  
File Name: Geo Ref NWtopo HUNT FILL EAST M&B 03-07-23.doc

METES AND BOUNDS DESCRIPTION

Description of a 11.856-acre parcel of land more or less, being a Portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found cap marked IRA Harding located at the common corner of Laura E Mundy 234, Laura E Mundy 237, Laura E Mundy 245 and Clara A. Mundy Survey 254 from which a found pipe with cap marked EPNG 1977 BSE located at the southeast corner of Clara A. Mundy Survey 254 bears South 86°44'27" East a distance of 5280.81 feet, Thence North 86°42'28" West a distance of 794.41 feet to a point, Thence South 03°17'32" West a distance of 222.36 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572, said rebar being the Point of Beginning;

Thence South 86°42'28" East a distance of 530.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 03°17'32" West a distance of 1,175.69 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°42'28" West a distance 300.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 464.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance of 230.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 711.99 feet to the Point of Beginning and containing in all 516,431 square feet or 11.856 acres of land more or less.

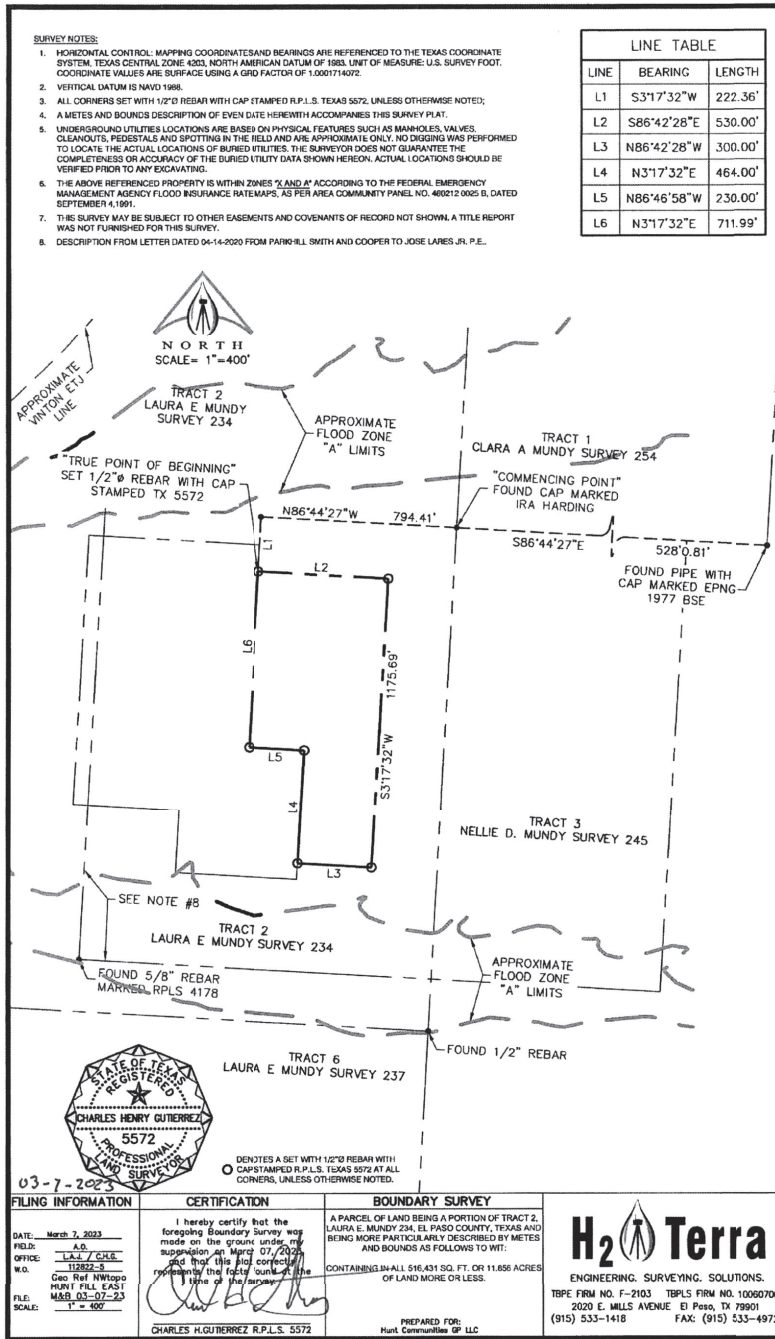
*03-07-2023*  
*Charles H. Gutierrez*  
CHARLES H. GUTIERREZ R.P.L.S. 5572  
H2O-Terra



*WJC*

NOTES:

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.
2. A SURVEY PLAT OF EVEN DATE HERewith ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.



[EXHIBIT "A-2" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

*WJC*

Buyer Initials: \_\_\_\_\_

EXHIBIT "B"

Prepared for: EPW  
August 10, 2018  
(Laura E Mundy 234 Flow Path)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a set ½" rebar for the southeast corner of Laura E. Mundy Survey No. 234 bears South 03°11'52" West a distance of 4417.81 feet; Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E. Mundy Survey No. 234 South 03°11'52" West a distance of 1560.41 feet to a set ½" rebar for the "TRUE POINT OF BEGINNING"

Thence continuing along said line, South 03°11'52" West a distance of 751.40 feet to a set ½" rebar;

Thence leaving said line, South 87°40'01" West a distance of 1126.62 feet to a set ½" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a set ½" rebar;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set ½" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line, North 03°14'49" East a distance of 383.55 feet to a set ½" rebar;

Thence leaving said line, North 87°08'57" East a distance of 995.83 feet to a set ½" rebar;

Thence, North 71°09'24" East a distance of 1046.60 feet to a set ½" rebar;

Thence, North 80°46'51" East a distance of 1318.92 feet to the TRUE POINT OF BEGINNING" and containing 1,798,151 Square Feet or 41.28 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.



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



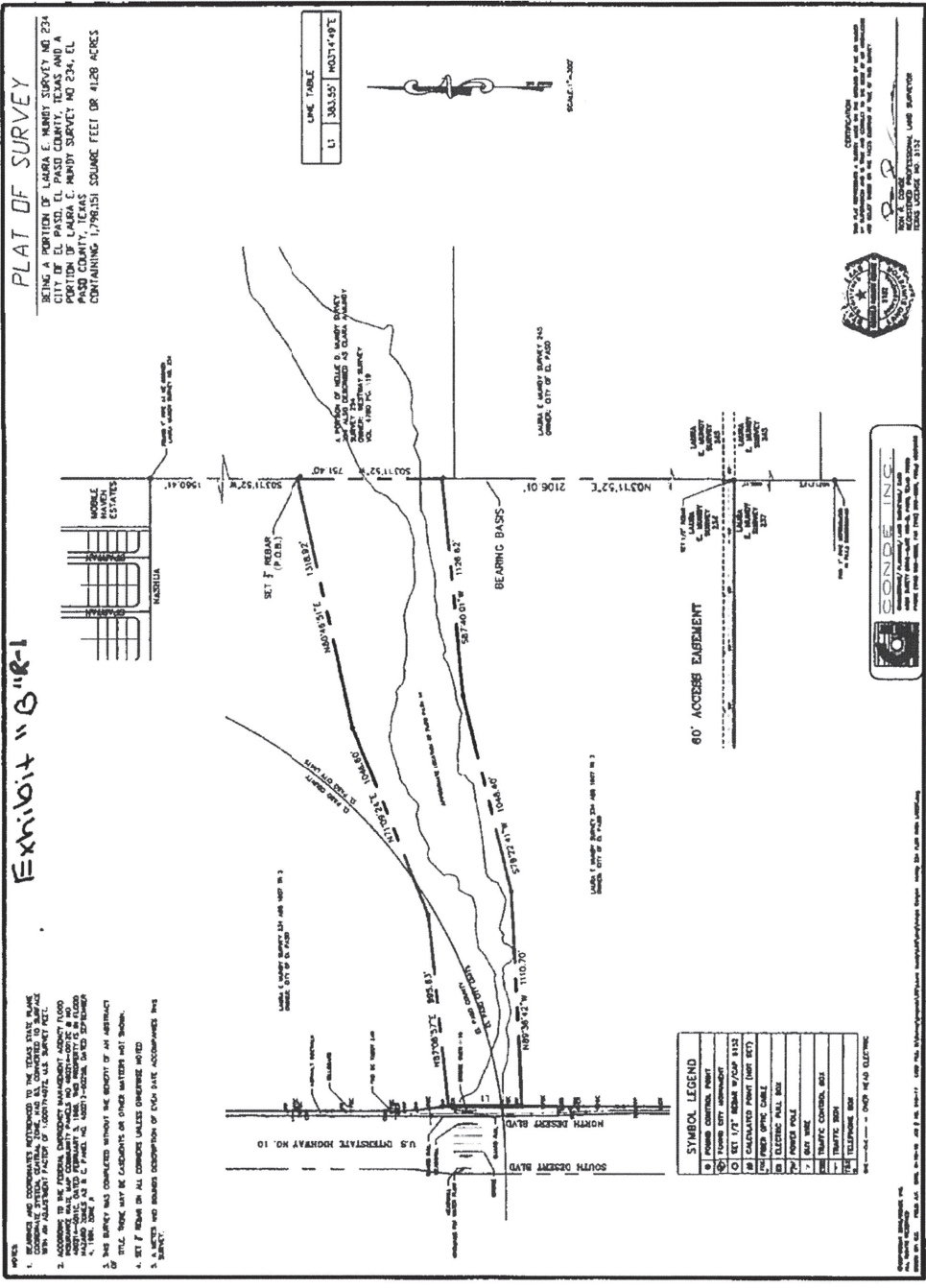
---

CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

[EXHIBIT "B" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WJC

Buyer Initials: \_\_\_ \_\_\_



[EXHIBIT "B" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

*WJK*

Buyer Initials: \_\_\_\_\_

EXHIBIT "B"

Prepared for: EPW  
August 10, 2018  
(Laura E Mundy 234 Flow Path)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a set 1/2" rebar for the southeast corner of Laura E. Mundy Survey No. 234 bears South 03°11'52" West a distance of 4417.81 feet; Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E, Mundy Survey No. 234 South 03°11'52" West a distance of 1560.41 feet to a set 1/2" rebar for the "TRUE POINT OF BEGINNING"

Thence continuing along said line, South 03°11'52" West a distance of 751.40 feet to a set 1/2" rebar;

Thence leaving said line, South 87°40'01" West a distance of 1126.62 feet to a set 1/2" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a set 1/2" rebar;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set 1/2" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line, North 03°14'49" East a distance of 383.55 feet to a set 1/2" rebar;

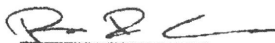
Thence leaving said line, North 87°08'57" East a distance of 995.83 feet to a set 1/2" rebar;

Thence, North 71°09'24" East a distance of 1046.60 feet to a set 1/2" rebar;

Thence, North 80°46'51" East a distance of 1318.92 feet to the TRUE POINT OF BEGINNING" and containing 1,798,151 Square Feet or 41.28 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

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



---

CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

[EXHIBIT "B" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WJC

Buyer Initials: \_\_\_ \_\_\_



**SPECIAL WARRANTY DEED**

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

**Effective Date:** \_\_\_\_\_, 2026

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

**Grantee:**           Hunt Avispa Landfill, LLC, a Texas limited liability company  
\_\_\_\_\_  
El Paso, TX \_\_\_\_\_

**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 El Paso County, Texas, as more particularly described by metes and bounds in **Exhibit A-1 and A-2**, attached hereto and incorporated herein by reference, together with all improvements located on such land.

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

*Save and except:*

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

Buyer Initials: \_\_\_\_

**Exceptions to Conveyance and Warranty:**

- 1) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas
- 2) All minerals reserved to the State of Texas in Patent in Volume 1272, Page 557, Real Property Record, El Paso County, Texas.
- 3) Easement to EL PASO ELECTRIC COMPANY in Volume 1990, Page 82; Clerk's File No. 20060107712 and Clerk's File No. 20090001481, Real Property Records, El Paso County, Texas

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

Grantor, subject to the Severance of the Groundwater Estate and 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 Severance of the Groundwater Estate and Exceptions to Conveyance and Warranty set forth above.

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

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

Buyer Initials: \_\_\_ \_\_\_

**GRANTOR:**

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

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO         §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by  
Dionne Mack, City Manager of the City of El Paso.

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

Buyer Initials: \_\_ \_

EXHIBIT "A-1"

Prepared For: Hunt Communities GP LLC  
Date: 01-10-2023  
Being a portion of Tract 2, Laura E. Mundy Survey 234  
El Paso County, Texas  
W.O. # 112822-5  
File Name: Geo Ref NWtopo HUNT FILL M&B 01-09-23.doc

METES AND BOUNDS DESCRIPTION

Description of a 21.93-acre parcel of land more or less, being a Portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found cap marked IRA Harding located at the common corner of Laura E Mundy 234, Laura E Mundy 237, Laura E Mundy 245 and Clara A. Mundy Survey 254 from which a found pipe with cap marked EPNG 1977 BSE located at the southeast corner of Clara A. Mundy Survey 254 bears South 86°44'27" East a distance of 5280.81 feet, Thence North 86°42'28" West a distance of 794.41 feet to a point, Thence South 03°17'32" West a distance of 114.82 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572, said rebar being the Point of Beginning;

Thence South 03°17'32" West a distance of 819.99 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 86°46'58" East a distance of 230.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 03°17'32" West a distance of 530.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance 500.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 260.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance of 430.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 1089.99 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 86°46'58" East a distance of 699.99 feet to the Point of Beginning and containing in all 955,084 square feet or 21.93 acres of land more or less.

01/11/2023 *Charles H. Gutierrez*  
CHARLES H. GUTIERREZ R.P.L.S. 5572  
H2O-Terra



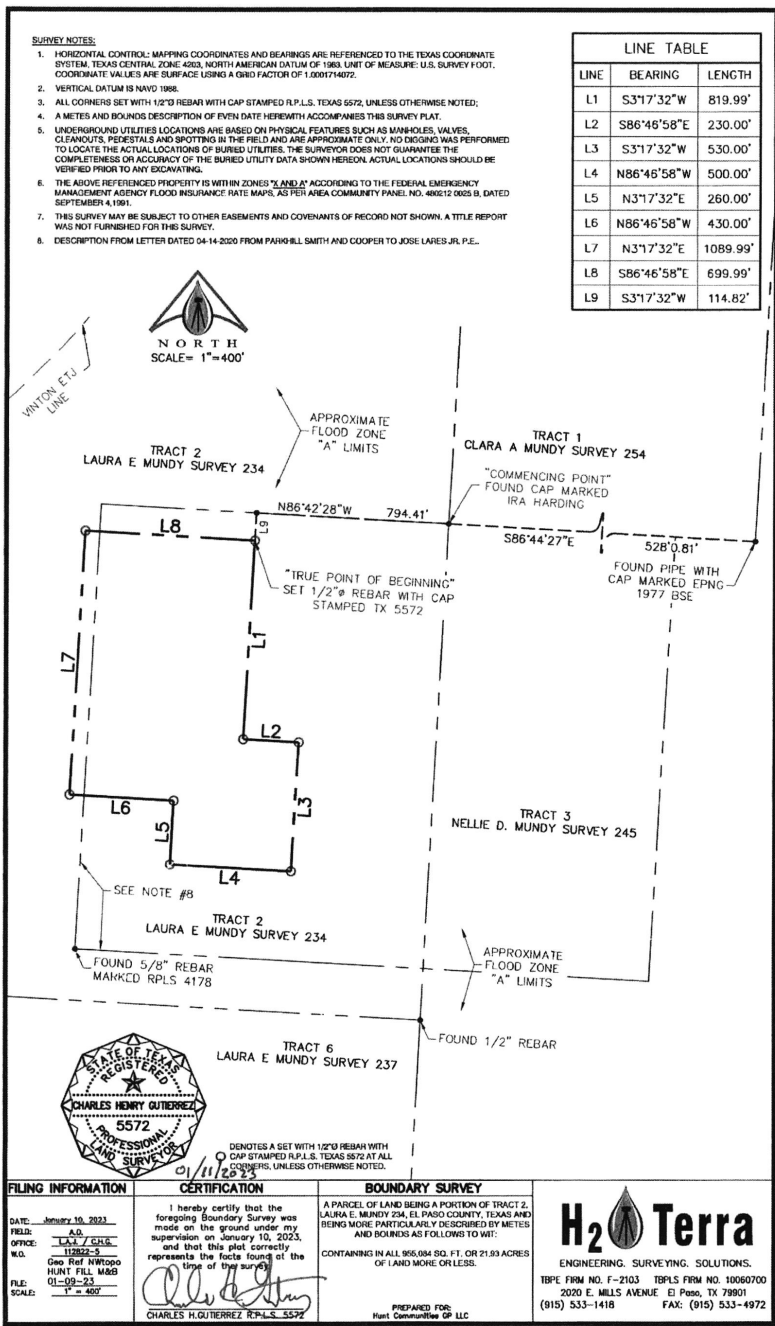
WJC

Buyer Initials: \_\_\_ \_\_\_

NOTES:

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.
2. A SURVEY PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

*WJC*



[EXHIBIT "A-1" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WTC

Buyer Initials: \_\_\_\_\_

EXHIBIT "A-2"

Prepared For: Hunt Communities GP LLC  
Date: 03-07-2023  
Being a portion of Tract 2, Laura E. Mundy Survey 234  
El Paso County, Texas  
W.O. # 112822-5  
File Name: Geo Ref NWtopo HUNT FILL EAST M&B 03-07-23.doc

METES AND BOUNDS DESCRIPTION

Description of a 11.856-acre parcel of land more or less, being a Portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found cap marked IRA Harding located at the common corner of Laura E Mundy 234, Laura E Mundy 237, Laura E Mundy 245 and Clara A. Mundy Survey 254 from which a found pipe with cap marked EPNG 1977 BSE located at the southeast corner of Clara A. Mundy Survey 254 bears South 86°44'27" East a distance of 5280.81 feet, Thence North 86°42'28" West a distance of 794.41 feet to a point, Thence South 03°17'32" West a distance of 222.36 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572, said rebar being the Point of Beginning;

Thence South 86°42'28" East a distance of 530.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 03°17'32" West a distance of 1,175.69 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°42'28" West a distance 300.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 464.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance of 230.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 711.99 feet to the Point of Beginning and containing in all 516,431 square feet or 11.856 acres of land more or less.

03-07-2023  
CHARLES H. GUTIERREZ R.P.L.S. 5572  
H2O-Terra

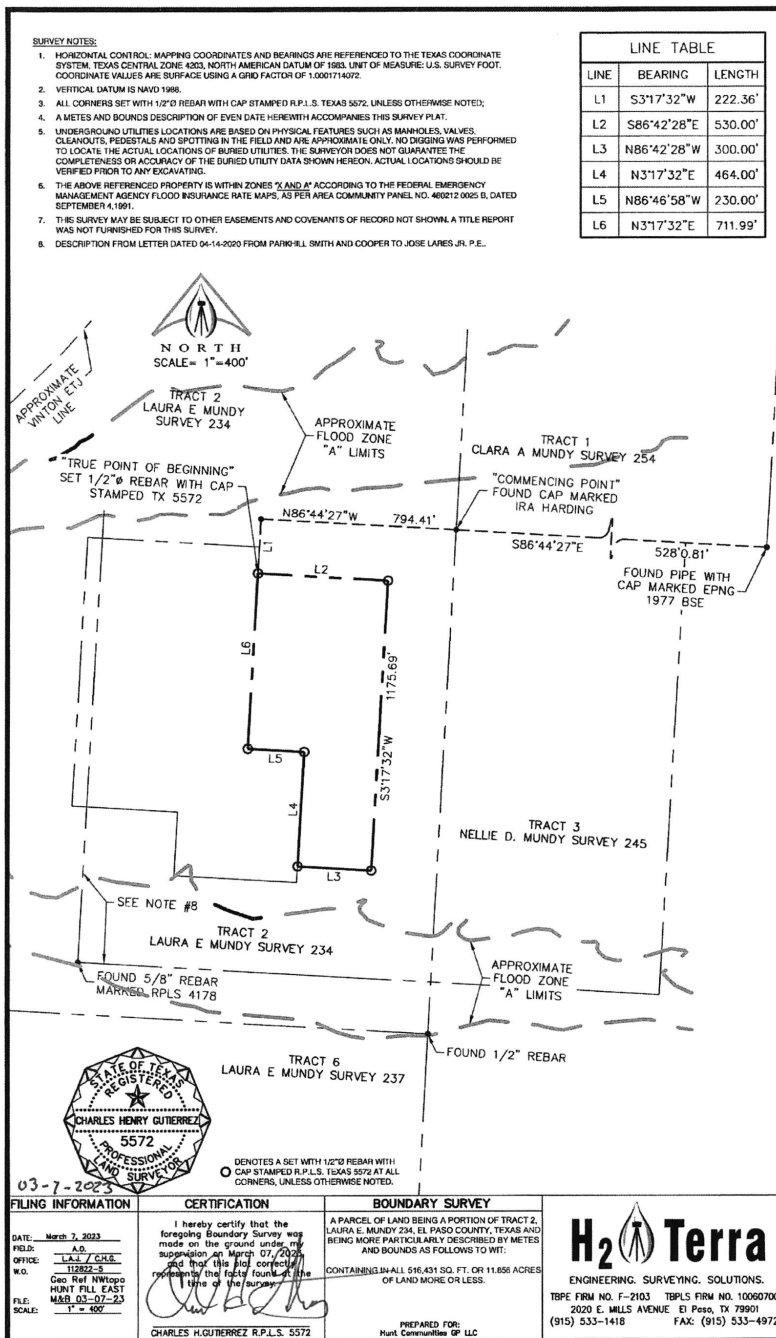


WJC

Buyer Initials: \_\_\_ \_\_\_

NOTES:

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.
2. A SURVEY PLAT OF EVEN DATE HERewith ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.



[EXHIBIT "A-2" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WJC

Buyer Initials: \_\_\_\_\_

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "*Agreement*") is entered into by and between **EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD**, a component unit of the City of El Paso, Texas, a Texas municipal corporation ("*Seller*"), and **HUNT COMMUNITIES HOLDING, LLC**, a Texas limited liability company, or its assigns ("*Buyer*"). Seller and Buyer are sometimes each referred to individually herein as, a "*Party*" and collectively as, the "*Parties*".

**WHEREAS**, Seller is the owner of the Property (as defined and more fully described below);

**WHEREAS**, Seller offered the Property for sale through the sealed bid procedure set forth in Texas Government Code, Section 272.001;

**WHEREAS**, Buyer was the sole bidder to purchase the Property from Seller in its "as-is, where-is and with all faults" condition and in accordance with the Bid Terms (as defined below) and the terms set forth in this Agreement; and

**WHEREAS**, Seller desires to sell the Property to Buyer in its "as-is, where-is and with all faults" condition and in accordance with the Bid Terms and the terms set forth in this Agreement.

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

**1. Description of Property.** Seller hereby agrees to sell and convey, and Buyer hereby agrees to accept and acquire, the following described real property located in El Paso County, Texas:

An approximate 330.26 acre portion, more or less, out of Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas, such portion being legally described by metes and bounds in Exhibit "A", attached hereto and incorporated herein for all purposes, together with any interest, if any, in: (i) all improvements and fixtures located thereon; and (ii) 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, SAVE AND EXCEPT Flow Path 44, also known as Avispa Canyon ("*Avispa Canyon*"), which is described by metes and bounds on Exhibit "B" attached hereto and incorporated herein for all purposes (collectively, the "*Property*").

Notwithstanding anything in this Agreement to the contrary, the Property will be sold and conveyed subject to: (i) the Reservations (as defined below); and (ii) all easements, restrictions, reservations, rights of way, dedications, conditions, and other encumbrances of record or apparent upon the Property.

The following conditions will be applicable to the sale of the Property:

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

accepts responsibility for its own determination of the nature and extent of any matters relating to the Property, including, without limitation, archeological sites, hazardous materials, and/or environmental issues.

**1.2 Reservations by Seller.** As provided in Section 6.4, the Property shall be conveyed to Buyer and to an affiliate of Buyer at Closing subject to the following (collectively, the “*Reservations*”):

(a) **40’ Easement Reservation.** A reservation by Seller of an exclusive 40’ perpetual easement (the “*40’ Easement*”) for water and sanitary sewer utilities, which is described by metes and bounds on **Exhibit “C”** attached hereto and incorporated herein for all purposes. No permanent structures or buildings will be permitted over the 40’ Easement; provided, however, Buyer, and its successors and assigns: (i) shall have the right to cross the 40’ Easement with underground or overhead electric, gas, telephone, and internet utilities and to maintain, repair, and replace such utilities; (ii) shall have the right to cross the 40’ Easement with underground water, sewer, and drainage utilities and to maintain, repair, and replace such utilities; (iii) shall have the right of pedestrian and vehicular access ingress and egress over, upon and across the 40’ Easement; and (iv) may, at its sole cost and expense, construct, install, maintain, repair and replace entry monuments, signage, landscaping, fences, sidewalks, driveways, platted roadways, and/or parking surfacing over and upon the 40’ Easement, in each case subject to Seller’s review and prior written approval of the plans for such improvements; provided, that such approval will not be unreasonably withheld, conditioned or delayed so long as such improvements will not, in Seller’s reasonable judgement, unreasonably interfere with the Seller’s use of the 40’ Easement. The improvements listed in **Subsections 1.2(a)(i) and 1.2(a)(ii)** above may be referred to herein collectively, as the “*Additional Utilities*”. The Additional Utilities: (1) shall be clearly marked and clearly identifiable to Seller’s reasonable satisfaction at Buyer’s sole cost and expense; (2) may only cross Seller’s infrastructure and facilities *above* Seller’s infrastructure and facilities and then only at an angle of approximately ninety (90) degrees to Seller’s infrastructure and facilities (other proposed crossing angles must be approved by Seller in writing, which approval shall not be unreasonably withheld, conditioned or delayed); (3) may cross Seller’s infrastructure and facilities *below* Seller’s infrastructure and facilities and then only at an angle as close to ninety (90) degrees as reasonably practical; (4) at any point where the Additional Utilities cross Seller’s infrastructure and facilities, as provided in the immediately preceding subsections (2) and (3), the Additional Utilities shall cross Seller’s infrastructure and facilities no closer than twenty-four inches (24”) from the edge of Seller’s infrastructure and facilities nearest to the Additional Utilities at the point of crossing; (5) are granted on the express condition that they are and shall forever be subordinate and subject to Seller’s rights under the 40’ Easement; and (6) shall comply with, and be installed and maintained in compliance with Applicable Law (as defined below). Prior to commencing any work, installation, or maintenance of the Additional Utilities pursuant to this **Section 1.2(a)** that involves any type of digging or excavation on, under, or near the 40’ Easement, such individual, person, or entity performing the work shall: (a) visually verify the top and bottom of Seller’s infrastructure and facilities, as applicable; (b) calculate the top and bottom of Seller’s infrastructure and facilities, as applicable, using material information provided by Seller, which information Seller agrees to provide to such individual, person, or entity performing the work within thirty (30) days of such individual’s, person’s, or entity’s written request to Seller; (c) obtain permission (such permission not to be unreasonably withheld) from Seller for such Additional Utilities and obtain any required documentation that Seller may reasonably require; and (d) provide proof of insurance reasonably acceptable to Seller and, if reasonably required, any indemnity, surety, construction, and/or completion bonds. Buyer shall indemnify, defend, and hold Seller and its agents, employees, officers, representatives, successors, and assigns harmless for the construction, installation, maintenance, and work related to the Additional Utilities.

(b) **Surface Water and Groundwater Reservation.** Any rights to: (i) the use of any and all surface water (including pursuant to any government or other permits) appurtenant or in any way related to the Property, and (ii) the entire groundwater estate related the Property, including without limitation, the Groundwater (as defined below) and Groundwater Rights (as defined below), are, in each case, reserved by Seller for its exclusive use and benefit (collectively, the “*Water Rights Reservation*”). 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. The term "**Groundwater Rights**" shall mean: (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to take all usual, necessary, and convenient means to reasonably use the surface of the Property for access to and to explore for, develop, treat, produce, and transport the Groundwater; and (3) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including, but not limited to, any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that may be necessary for the full and unfettered exercise of Seller's rights therein. Seller shall use commercially reasonable efforts to exercise its Groundwater Rights so that they will not materially interfere with the use of the surface estate of the Property or any permanent improvements located thereon. For the avoidance of doubt and without limiting the generality of the foregoing reservations, the Parties agree that, Buyer shall have no water rights whatsoever with respect to the Property, including, without limitation, Groundwater Rights, and shall not have the right to drill any wells or otherwise extract or produce any quantity of Groundwater from the Property.

(c) **Access Easement.** A license for the use of a 60-ft. wide road and utility access easement over, upon and across the Property to provide free and uninterrupted pedestrian and vehicular ingress and egress to and from Seller's adjacent property and properties adjacent thereto, to and from U.S. Interstate Highway No. 10 (the "Access Easement"). The Access Easement is attached as **Exhibit "C-1"** attached hereto and incorporated herein for all purposes. Seller represents that (i) **Exhibit "C-1"** reflects the final, current and the unmodified form and terms of the Access Easement; (ii) that Buyer can rely on the terms of the Access Easement as set forth in **Exhibit "C-1"** in the future development and improvement of the Property, (iii) that the plat of survey attached as **Exhibit "C-2"** reflects actual current location of the easement and replaces the general description of the access easement contained in Exhibit A of the Access Easement and (iii) there are no other unrecorded agreements impacting the Property (other than the Access Easement). The Parties acknowledge and agree that upon the consummation of the sale and purchase of the Property in accordance with the terms hereof, Buyer will be the successor to Seller under the terms of the Access Easement and while Buyer must comply with the terms of the Access Easement, Seller will have no further interest in the Access Easement and will have no right to modify the Access Easement or to extend the term of the Access Easement.

**1.3 Bid Terms.** The bid and other conditions applicable to and binding on Seller and Buyer and the Property are set forth on **Exhibit "D"** attached hereto (collectively, the "**Bid Terms**"). The Bid Terms are incorporated into this Agreement as if fully set forth at length herein and will be applicable to the Parties and the sale of the Property and Buyer's ownership thereof, for all purposes.

**1.4 Access to the Property.** So long as this Agreement remains in force, Buyer and its employees, agents, representatives, engineers and consultants may enter upon the Property for the purpose of making inspections, tests, assessments and/or feasibility studies of the Property, such as archeological, environmental, engineering, economic feasibility studies, and other studies and tests of the Property as Buyer considers to be appropriate, including soil testing. All of such entries upon the Property shall be at reasonable times during normal business hours and with at least forty-eight (48) hours' prior written notice to Seller. Buyer shall share with Seller the results of any inspections or tests procured prior to Closing and also agrees not to disclose to any party and to keep the same confidential except for disclosures required by law. All inspection fees and other costs and expenses of any kind incurred by Buyer relating to such inspections shall be at the sole cost of Buyer. If any inspection or test disturbs the Property, Buyer will restore the Property to substantially the same prior condition before the inspection or test. Buyer shall defend, indemnify and hold Seller and its employees harmless from and against any and all losses, costs, damages, claims, or liabilities, including mechanic's and materialmen's liens and attorneys' fees, incurred by Seller arising out of or in connection with Buyer's inspection of the Property (expressly excluding any matters which are merely discovered by reason of Buyer's inspections). The indemnification obligations of this Section 1.4 shall survive the Closing or the earlier termination of this Agreement.

**1.5 Avispa Canyon.** Because Avispa Canyon divides the Property into two (2) individual separate parcels, and in order for Buyer to develop and construct a connected, cohesive, united master planned community on the Property, and to enable Buyer to comply with certain planning principles and the development and subdivision rules of the City of El Paso (including efficient utility service and roadway connectivity), the Parties agree to use commercially reasonable efforts to: (i) provide for reasonable and permanent access points from the Property to Avispa Canyon for public use purposes, including, without limitation, open space uses purposes; (ii) cooperate during Buyer's planning and development of the Property, including with respect to (A) permitting public improvements to be constructed by Buyer within Avispa Canyon that are necessary to connect the Property through Avispa Canyon (e.g., roadways, water, sewer, drainage, gas, electric, cable, and other utility facilities) (collectively, the "**Facilities**"); (B) granting reasonable temporary construction easements in Avispa Canyon to permit the construction, repair, maintenance and replacement of the Facilities within Avispa Canyon; and (C) the dedication by Buyer or Seller of any Facilities constructed in Avispa Canyon to the City of El Paso (via subdivision plat). For the avoidance of doubt, unless such Facilities are in the Current Applicable CIP (as defined below), the construction of the Facilities within Avispa Canyon and the Property shall be at Buyer's sole cost and expense. The proposed location and description of the Facilities, and all easements, and public access points in and through Avispa Canyon, as applicable, shall be set forth in: (1) a subsequent agreement by and between Seller and Buyer, subject to Seller's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed except due to reasons relating to official or public uses; or (2) one or more subdivision plats (and related subdivision improvement plans) at the time Buyer and/or Seller submits such subdivision plat(s) and improvement plans to the City of El Paso for approval by the City of El Paso in accordance with applicable subdivision ordinances. Seller agrees to review and respond to a written request from Buyer for temporary construction easement and/or temporary access point approval within thirty (30) days following the date of Seller's receipt of such request. Seller agrees to review and respond to a written request from Buyer for approval of Facilities shown on proposed subdivision plats and subdivision improvement plans within thirty (30) days following the date of Seller's receipt of such request. In the event Seller disapproves the proposed location of any Facilities within Avispa Canyon, or disapproves of a temporary construction easement within Avispa Canyon and/or a temporary access point into Avispa Canyon, Seller shall give Buyer written notice of its specific reasons for such disapproval and Buyer and Seller agree to use commercially reasonable efforts to work together to find an acceptable outcome which complies with the provisions of this Section 1.5. All approved easements, plats, improvement plans, or similar documents, which involve Avispa Canyon shall be in form and substance reasonably acceptable to the Parties. Seller agrees that any future conveyance of Avispa Canyon by Seller to a third party will (X) not release Seller from its obligations under this Section 1.5; (Y) be subject to and incorporate the provisions of this Section 1.5, and (Z) include a covenant running with the land in the conveyance documents that obligates any future owner to cooperate with Buyer to achieve the development outcome contemplated by this provision. Notwithstanding any of the foregoing to the contrary, Seller's agreement to provide access as stated in Section 1.5(i) above shall not be deemed to be a consent to any recreational or similar uses of Avispa Canyon, the intent of the Parties being that "public use" shall constitute uses such as storm water, drainage, outflow, and similar uses reasonably determined by Seller.

**1.6 Capital Improvement Program.** As of the Effective Date, the most current copy of El Paso Water 10-year Capital Improvement Program (the "**Current Applicable CIP**") is attached hereto as **Exhibit "E"**. Seller shall be responsible for designing and constructing, at its sole cost and expense, and in accordance with the funding schedule and timelines that are set forth in the Current Applicable CIP, the Project Infrastructure (defined below). Seller reserves the right to modify the funding schedule and timelines for the Project Infrastructure to reflect Buyer's development schedule for subdivision improvements in the Property it being the intent of the Parties to (i) closely coordinate the commencement and completion of the applicable Project Infrastructure with Buyer's subdivision improvements so that water and sewer service will be available upon the completion of such subdivision improvements and (ii) avoid the premature construction of Project Infrastructure for planned, but not constructed, subdivision improvements. Buyer agrees to provide Seller with Buyer's proposed development schedule for the construction of subdivision improvements in the Property and to provide Seller with timely written notice of any changes to such schedule. The Project Infrastructure include

projects that are listed in the Current Applicable CIP as follows: (1) W040041 TRANSMOUNTAIN #1 48-INCH TRANSMISSION MAIN, (2) W020031 TRANSMOUNTAIN #1A TANK (4MG), (3) W030019 TRANSMOUNTAIN NW #1 BOOSTER STATION, (4) W040041 TRANSMOUNTAIN #2 WATER TRANSMISSION MAIN (36-INCH), (5) W020032 TRANSMOUNTAIN #2A TANK (3MG), (6) W020012 VINTON (WESTWAY) (1.25MG) TANK, (7) W040035 IH10 PARALLEL WATER LINES PHASE 1 (16-INCH) & W040035 IH10 PARALLEL WATER LINES PHASE 2 (24-INCH), AND (8) W040087 TOM MAYS WATER MAIN EXTENSION PHASE 1 (PREVIOUSLY PART OF TRANSMOUNTAIN 2 TO VINTON TANK) & W040094 TRANSMOUNTAIN 2 TO VINTON TANK. Collectively, these eight (8) projects shall be referred to herein as the "**Project Infrastructure**." Buyer shall be responsible to design and construct, at its sole cost and expense and in accordance with Seller's rules and regulations in effect as of the Effective Date, among other things, all main extensions and system upgrades needed to serve the Property that are not listed in the Current Applicable CIP.

**2. Amount of Payment of Purchase Price.** The purchase price for the Property shall be Eleven Million Five Hundred Five Thousand and No/100ths Dollars (\$11,505,000.00) (the "**Purchase Price**").

**2.1 Payment of Sales Price.** The full amount of the Purchase Price will be payable in cash at the Closing.

**2.2 Earnest Money.** Earnest Money paid to Seller by Buyer in the amount of Five Hundred Seventy-Five Thousand Two Hundred Fifty and No/100ths Dollars (\$575,250.00) (the "**Earnest Money**") shall be credited towards the Purchase Price if and when Closing occurs.

**3. Title Insurance.** Buyer, at its sole cost and expense, will order a title commitment ("**Commitment**") from Weststar Title, 601 N. Mesa, El Paso, Texas 79901, Attn: Anita Dominguez (the "**Title Company**"), accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property in the amount of the Purchase Price (the "**Owner's Policy**"). Buyer will provide to Seller copies of the Commitment and all recorded documents affecting the Property within three (3) days of its receipt of the same.

**4. Representations of Seller.** Seller hereby represents, to the extent allowed by law, to Buyer, that, to the actual knowledge of Seller's Designated Representative (as defined below), the following are true and correct in all material respects as of the Effective Date:

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

**4.2 Mechanic's Lien.** No liens caused solely by Seller's actions exist for the benefit of mechanics or materialmen in regard to the Property; and except as expressly disclosed in the documents relating to this transaction (including, without limitation, the Bid Terms), Seller has not entered into any contracts or agreements by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of Seller.

**4.3 Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or that involves incidents occurring on the Property including, but not limited to, claims of damage to persons or Property that if adversely determined would prevent the consummation of the transactions contemplated by this Agreement.

**4.4 Bills Paid.** Seller has not received notices of any unpaid bills or claims in connection with any repair or operation of the Property as a result of Seller's ownership thereof.

WJC

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

4.6 **Seller's Designated Representative.** References to Seller's "*knowledge*", "*belief*" or other similar language shall refer to the current actual knowledge of Seller's Designated Representative of Seller, and shall not be construed, by imputation or otherwise, to refer to the knowledge of any other person, or to impose upon Seller's Designated Representative any duty to investigate the matter to which such current actual knowledge, or the absence thereof, pertains. As used herein, the term "**Seller's Designated Representative**" shall refer to the following person: John Balliew.

5. **Representations of Buyer.** Buyer hereby represents to Seller that, to the actual knowledge of Buyer's Designated Representative (as defined below), the following are true and correct in all material respects as of the Effective Date:

5.1 **Authority.** 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 Buyer herein.

5.2 **Non-Contravention.** The execution and delivery of this Agreement by Buyer and the consummation by 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 Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of 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 Buyer is a party or by which it is bound.

5.3 **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 the Closing Date, in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of the transactions contemplated hereby.

5.4 **Bankruptcy.** 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.

5.5 **Litigation.** There is no pending or, to Buyer's knowledge and belief, threatened, action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting Buyer that would adversely affect Buyer's ability to perform hereunder.

5.6 **Bid Terms.** Buyer has complied with the Bid Terms as of the Effective Date and will have complied with the Bid Terms as of the Closing Date.

WJF

**5.7 Buyer's Designated Representative.** References to Buyer's "knowledge", "belief" or other similar language shall refer to the current, actual knowledge of Buyer's Designated Representative (as hereinafter defined) of Buyer, and shall not be construed, by imputation or otherwise, to refer to the knowledge of any other person, or to impose upon Buyer's Designated Representative any duty to investigate the matter to which such current actual knowledge, or the absence thereof, pertains. As used herein, the term "**Buyer's Designated Representative**" shall refer to the following person: Justin Chapman.

**6. Closing.** The Closing of this transaction ("**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date of approval of and passage by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by Seller to Buyer (the "**Closing Date**"); provided, however, such approval and passage shall not occur earlier than the expiration of ninety (90) days following the Effective Date. If for any reason, City Council for the City of El Paso does not approve and adopt an ordinance authorizing the sale of the Property to Buyer within one (1) year of the Effective Date, Buyer may, in its sole discretion, request the return of the Earnest Money by giving written notice to Seller to such effect whereupon the Earnest Money shall be returned to Buyer within twenty (20) days following the date of Seller's receipt of such notice and neither Party shall have any obligation or liability hereunder except for those that expressly survive the termination of this Agreement; provided, however, if for any reason Buyer has not given such notice to Seller within two (2) years of the Effective Date, the Earnest Money shall be returned to Buyer within twenty (20) days following the expiration of such two (2) year period and neither party shall have any obligation or liability hereunder except for those that expressly survive the termination of this Agreement.

**6.1 Possession.** Possession of the Property will be transferred to Buyer, or its assigns, at Closing.

**6.2 Closing Costs.** Buyer shall pay any and all closing costs, including without limitation:

(a) Any and all recording fees arising from the recordation of documents necessary to show title to the Property in 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.

(d) Any and all real estate appraisals, surveys, and advertising fees.

**6.3 Conditions to Obligation to Close.** The obligations of Seller hereunder to consummate the transactions contemplated herein are subject to the satisfaction of: (i) the performance of all of Buyer's obligations under this Agreement; and (ii) all of Buyer's representations and warranties herein being true and correct in all material respects as of the Closing Date. In the event that the conditions in Section 6.3(i) or Section 6.3(ii) are not satisfied on or before the Closing Date, Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement. If Seller terminates this Agreement pursuant to this Section 6.3(i) and/or Section 6.3(ii), Seller, as its sole and exclusive right and remedy, shall be entitled to retain the Earnest Money.

**6.4 Seller's Obligations at the Closing.** Notwithstanding any provision herein the contrary, Seller agrees that at Closing, Seller shall deliver two (2) duly executed and acknowledged Special Warranty Deeds, prepared by Seller's counsel and in form and substance reasonably acceptable to Seller and Buyer, (i) conveying to Buyer in one such Deed the Property described in Exhibit "A" SAVE AND EXCEPT those portions of the Property described in Exhibit "A-1", Exhibit "A-2" and Exhibit "B" attached hereto and incorporated herein for all purposes, and (ii) conveying to an affiliate of Buyer in the other such Deed those portions of the Property described in Exhibit "A-1" and Exhibit "A-2" attached hereto. In each case such

WJG

conveyances shall be free and clear of any and all monetary liens and encumbrances, except for: (i) the lien for ad valorem taxes for that portion of the year following the Closing Date and subsequent years; (ii) all easements, restrictions, reservations, rights of way, dedications, conditions, and other encumbrances of record or apparent upon the Property; and (iii) the Reservations. Buyer shall give Seller written notice at least three (3) days prior to the Closing Date of its designated affiliate with respect to the conveyance of those portions of the Property described in Exhibit "A-1" and Exhibit "A-2" attached hereto.

7. **Default.**

7.1 **Default by Buyer.** If there occurs a breach or default by Buyer under any provision in this Agreement, or, subject to the provision of Section 6.3, Buyer shall fail to consummate the sale of the Property, and such default, breach or failure is not cured within ten (10) days following written notice from Seller to Buyer, Seller shall, as its sole and exclusive right and remedy, be entitled to declare this Agreement terminated, in which event, the Earnest Money shall be delivered to and retained by Seller as liquidated damages, and thereafter neither Seller nor Buyer shall have any further obligations to the other hereunder except for those obligations that expressly survive the termination of this Agreement. The Parties hereby agree that (i) the damages resulting from any default or breach by Buyer hereunder would be difficult to determine, (ii) the retention by Seller of the Earnest Money is a reasonable estimate of the actual damages that Seller would suffer in the event of such a default or breach by Buyer, and (iii) retention by Seller of the Earnest Money as liquidated damages is fair and reasonable and would not act as a penalty to Buyer.

7.2 **Default by Seller.** If there occurs a breach or default by Seller under any provision of this Agreement, or Seller, in contravention of the terms of this Agreement, fails to consummate the sale of the Property, and such default, breach or failure is not cured within ten (10) days following written notice from Buyer to Seller, Buyer shall be entitled to elect one of the following as its sole remedy: (i) declare this Agreement terminated, in which event, the Earnest Money shall be returned to and retained by Buyer, and thereafter neither Seller nor Buyer shall have any further obligations to the other hereunder except for those obligations that expressly survive the termination of this Agreement, or (ii) enforce specific performance of this Agreement; provided, however, that the remedy of specific performance shall not be available unless the El Paso City Council has duly authorized the sale of the Property by Seller to Buyer. Notwithstanding anything in this Agreement to the contrary, the Parties agree that the following shall not constitute a default by Seller: (i) the failure to timely complete the items contained in the Current Applicable CIP because of a Force Majeure Event (as defined below); and (ii) subject to the terms of Section 6, the failure of City Council of the City of El Paso to pass an ordinance or ordinances authorizing the sale of the Property by Seller to Buyer. The term "***Force Majeure Event***" shall mean acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, natural disasters, changes in laws or changes in regulations (not made or requested by Seller), national strikes, fire, explosion, lack of availability of raw materials or energy, and labor shortages.

7.3 **Recoverable Damages.** The provisions of Sections 7.1 and 7.2 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 as set forth in Sections 4 and 5 above) and, in addition to such limitations and notwithstanding any provision to the contrary contained herein, **in no event shall Seller or Buyer be liable for any special, direct, indirect, consequential, punitive or other damages, including, without limitation, damages arising from the delayed completion of the Current Applicable CIP.**

7.4 **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.

WJC

**8. Covenants.**

**8.1 Buyer's Use of the Property.** Buyer covenants to own and use the Property in accordance with the Bid Terms and agrees to promptly execute and deliver to Seller at Closing, in form and substance reasonably acceptable to Seller and Buyer, upon request of the same by Seller, any documents or agreements, including, without limitation, restrictive covenants containing one or more of the Bid Terms that Seller may reasonably require to memorialize or evidence Buyer's compliance with the Bid Terms. In addition, Buyer agrees to comply with all city, state and federal laws, rules, regulations, and/or ordinances that may be applicable to the Property, including, without limitation, rules and regulations for the Texas Commission on Environmental Quality (collectively, "Applicable Law").

**8.2 ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN SELLER AND BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ANY ENVIRONMENTAL ISSUES, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER SHALL DEFEND, INDEMNIFY, HOLD HARMLESS, AND RELEASE SELLER, ITS AGENTS, EMPLOYEES, OFFICIERS, AND ATTORNEYS FROM ANY LIABILITY, SUITS, CLAIMS, DAMAGES, PENALTIES, COSTS, FEES (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES) FOR ANY LATENT DEFECTS AND FOR ANY ENVIRONMENTAL ISSUES 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.

**9. Miscellaneous.**

**9.1 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 (i) personally delivered; (ii) sent by email (with a confirmatory duplicate copy sent by first class United States mail) and shall be deemed actually given, delivered and received (a) upon delivery, if delivered in person; (b) three (3) Business Days after being postmarked and addressed as follows if sent by certified mail, return receipt requested; or (c) one business day after being sent by email, in each case, addressed to the recipient as follows:

Seller: Ana I. Sanchez  
Vice President of Financial and Management Services  
El Paso Water Utilities Public Service Board  
1154 Hawkins Blvd.  
El Paso, Texas 79925  
[asanchez@epwater.org](mailto:asanchez@epwater.org)  
[landmanagement@epwater.org](mailto:landmanagement@epwater.org)

with a copy to:

Zach Daw and Matt Armendariz  
ScottHulse P.C.  
One San Jacinto Plaza  
201 E. Main Dr., Ste. 1100  
El Paso, Texas 79901  
[zdaw@scotthulse.com](mailto:zdaw@scotthulse.com) and [marm@scotthulse.com](mailto:marm@scotthulse.com)

Buyer: Hunt Communities Holding, LLC  
Attn.: Justin Chapman  
601 N. Mesa St.  
El Paso, Texas 79901  
Email: [Justin.Chapman@HuntCompanies.com](mailto:Justin.Chapman@HuntCompanies.com)

with a copy to:

Mike Ainsa  
Ainsa Hutson Hester & Crews LLP  
5809 Acacia Circle  
El Paso, Texas 79912  
Email: [main@acaciapark.com](mailto:main@acaciapark.com)

**9.2 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.

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

**9.4 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.

**9.5 Survival of Provisions.** The terms contained in Section 1.1, 1.2, 1.3, 1.4, 1.5, 4, 5, 6.3, 6.4, 7, 8, 9.2, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, and 9.11 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.

**9.6 Binding Effect.** This Agreement shall be binding upon the Parties hereto and their respective successors and permitted assigns, as applicable.

**9.7 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 an owner's policy of title insurance covering the Property.

**9.8 "AS IS, WHERE IS".** THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED FOR ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. BUYER ACCEPTS THE PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SPECIAL WARRANTY OF TITLE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF SELLER AND 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 BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR

WTE

REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT 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. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE SPECIAL WARRANTY OF TITLE, 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. BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN SELLER AND BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE. THIS SECTION 9.8 WILL SURVIVE CLOSING AND BE INCLUDED IN THE SPECIAL WARRANTY DEED.

**9.9 Effective Date.** As used herein, "*Effective Date*" means the date on which this Agreement is signed by the last of Seller, Buyer, and the City Manager.

**9.10 Assignment.** Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of Buyer with the prior written consent of Seller, which consent shall not be unreasonable withheld or delayed; provided, however, that (i) such assignee shall assume all of the obligations of Buyer hereunder, (ii) Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to Seller at least three (3) days prior to the Closing.

**9.11 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 are as enforceable as originals.

*[Signature pages follow]*

WJC

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below such Party's signature, 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, Texas, a Texas municipal corporation

By: \_\_\_\_\_  
Name: John E. Balliew, P.E.  
Title: President and Chief Executive Officer

Executed on: Dec. 08, 2025

APPROVED AS TO CONTENT:

Alejandro Vidales, Jr.  
Alejandro Vidales, Jr.  
Utility Land and Water Rights Manager

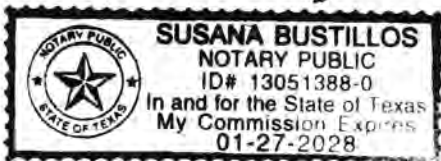
APPROVED AS TO FORM:

Melinda Becker  
Melinda Becker  
Assistant General Counsel

ACKNOWLEDGMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on the 8<sup>th</sup> day of December, 2025, by John E. Balliew, P.E., President and Chief Executive Officer of El Paso Water Utilities Public Service Board.



Susana Bustillos  
Notary Public, State of Texas

[Additional Signatures on Following Pages]

**BUYER:**

**HUNT COMMUNITIES HOLDING, LLC,**  
a Texas limited liability company

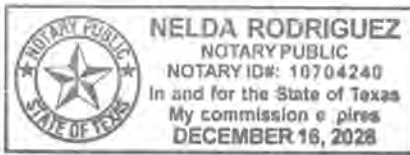
By: [Signature]  
Name: Justin Chapman  
Title: President

Executed on: 11/24/2025

**ACKNOWLEDGMENT**

STATE OF TEXAS                    )  
  )  
COUNTY OF EL PASO            )

This instrument was acknowledged before me on the 24<sup>th</sup> day of November, 2025, by Justin Chapman, President of Hunt Communities Holding, LLC, a Texas limited liability company, on behalf of said limited liability company.



Nelda Rodriguez  
Notary Public, State of Texas

WJR

Prepared for: EPW  
September 18, 2018

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

The **"TRUE POINT OF BEGINNING"** being a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a found 2" pipe for the northwesterly corner of Nellie D Mundy Survey No. 254 bears, North 03°13'15" East a distance of 2900.87 feet;

Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E, Mundy Survey No. 234, South 03°11'52" West a distance of 4417.81 feet to a set ½" rebar for the southwest corner of Nellie D. Mundy Survey No. 234

Thence along the common line of Nellie D. Mundy Surveys No. 234 and 237, North 86°46'47" West a distance of 3250.24 feet to a set ½" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a found ½" rebar with cap marked TX 5152 on the easterly right of way line of U.S. Interstate Highway No. 10;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set ½" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line the following 5 courses:

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) distance of 1691.28 feet to a set ½" rebar;

North 03°52'41" West (North 07°03'00" West, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar;

North 03°14'49" East (North 00°04'30" East, TX DOT R.O.W. Map) a distance of 1300.44 feet to a set ½" rebar;

North 10°22'19" East (North 07°12'00" East, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar;

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) a distance of 641.26 feet to a set ½" rebar on the northerly line of Nellie D. Mundy Survey No. 234;

---

CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

Thence along said line, South 86°48'08" East a distance of 3246.45 feet to the TRUE POINT OF BEGINNING" and containing 14,385,995 Square Feet or 330.26 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

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



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



job # 518-17

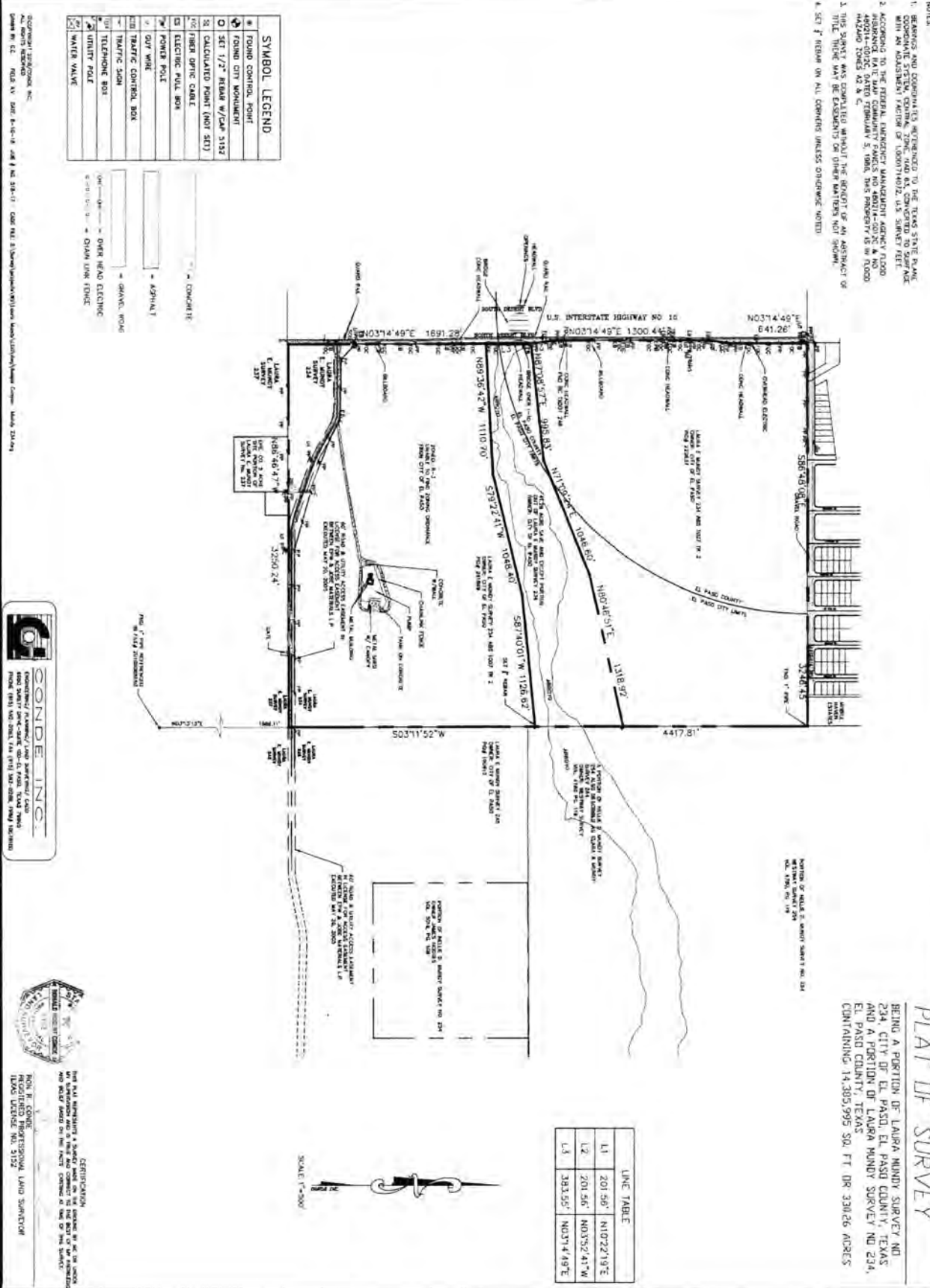
**CONDE, INC.**  
**ENGINEERING / LAND SURVEYING / PLANNING**  
**6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905**  
**(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100**

**NOTES:**

1. RECORDS AND DOCUMENTS REFERENCED TO THE TEXAS STATE PLANNING DEPARTMENT SYSTEM, CONTROL ZONE, AND ALL CONVEYED TO SURFACE WITH AN ADJUSTMENT FACTOR OF 1.000714012, U.S. SURVEY FEET.
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY FLOOD NO. 48074-C001C-A AND HAZARD ZONES AS A-C.
3. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN APPROVAL OF TITLE. THERE MAY BE EXISTING OR OTHER MATTERS NOT SHOWN.
4. SET F. RETURN ON ALL CORNERS UNLESS OTHERWISE NOTED.

**PLAT OF SURVEY**

BEING A PORTION OF LAURA MUNDY SURVEY NO. 234, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND A PORTION OF LAURA MUNDY SURVEY NO. 234, EL PASO COUNTY, TEXAS CONTAINING 14,385.995 SQ. FT. OR 330.26 ACRES



LINE TABLE			
L1	201.56'	N107°22'19\"E	
L2	201.56'	N03°52'41\"W	
L3	383.55'	N03°14'49\"E	

**SYMBOL LEGEND**

◆	FOUND CONTROL POINT
⊙	FOUND CITY MONUMENT
○	SET 1/2\" REBAR W/CAP 3192
⊠	CALCULATED POINT (NOT SET)
—	10\" FIBER OPTIC CABLE
—	ELECTRIC PULL BOX
—	POWER POLE
—	DUY WIRE
—	TRAFFIC CONTROL BOX
—	TRAFFIC SIGN
—	UTILITY BOX
—	UTILITY POLE
—	WATER VALVE

GEOMETRY: 2-DIMENSIONAL  
 ALL POINTS MEASURED  
 QUANTITIES: 1/2\" REBAR W/CAP 3192  
 DATE: 01/15/2024



**PAUL E. CONNER**  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 LICENSE NUMBER: 101,312

WTC

EXHIBIT "A-1"

Prepared For: Hunt Communities GP LLC  
Date: 01-10-2023  
Being a portion of Tract 2, Laura E. Mundy Survey 234  
El Paso County, Texas  
W.O. # 112822-5  
File Name: Geo Ref NWtopo HUNT FILL M&B 01-09-23.doc

**METES AND BOUNDS DESCRIPTION**

Description of a 21.93-acre parcel of land more or less, being a Portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found cap marked IRA Harding located at the common corner of Laura E Mundy 234, Laura E Mundy 237, Laura E Mundy 245 and Clara A. Mundy Survey 254 from which a found pipe with cap marked EPNG 1977 BSE located at the southeast corner of Clara A. Mundy Survey 254 bears South 86°44'27" East a distance of 5280.81 feet, Thence North 86°42'28" West a distance of 794.41 feet to a point, Thence South 03°17'32" West a distance of 114.82 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572, said rebar being the Point of Beginning;

Thence South 03°17'32" West a distance of 819.99 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 86°46'58" East a distance of 230.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 03°17'32" West a distance of 530.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance 500.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 260.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance of 430.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 1089.99 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 86°46'58" East a distance of 699.99 feet to the Point of Beginning and containing in all 955,084 square feet or 21.93 acres of land more or less.

01/11/2023 *Charles H. Gutierrez*  
CHARLES H. GUTIERREZ R.P.L.S. 5572  
H2O-Terra



*WJC*

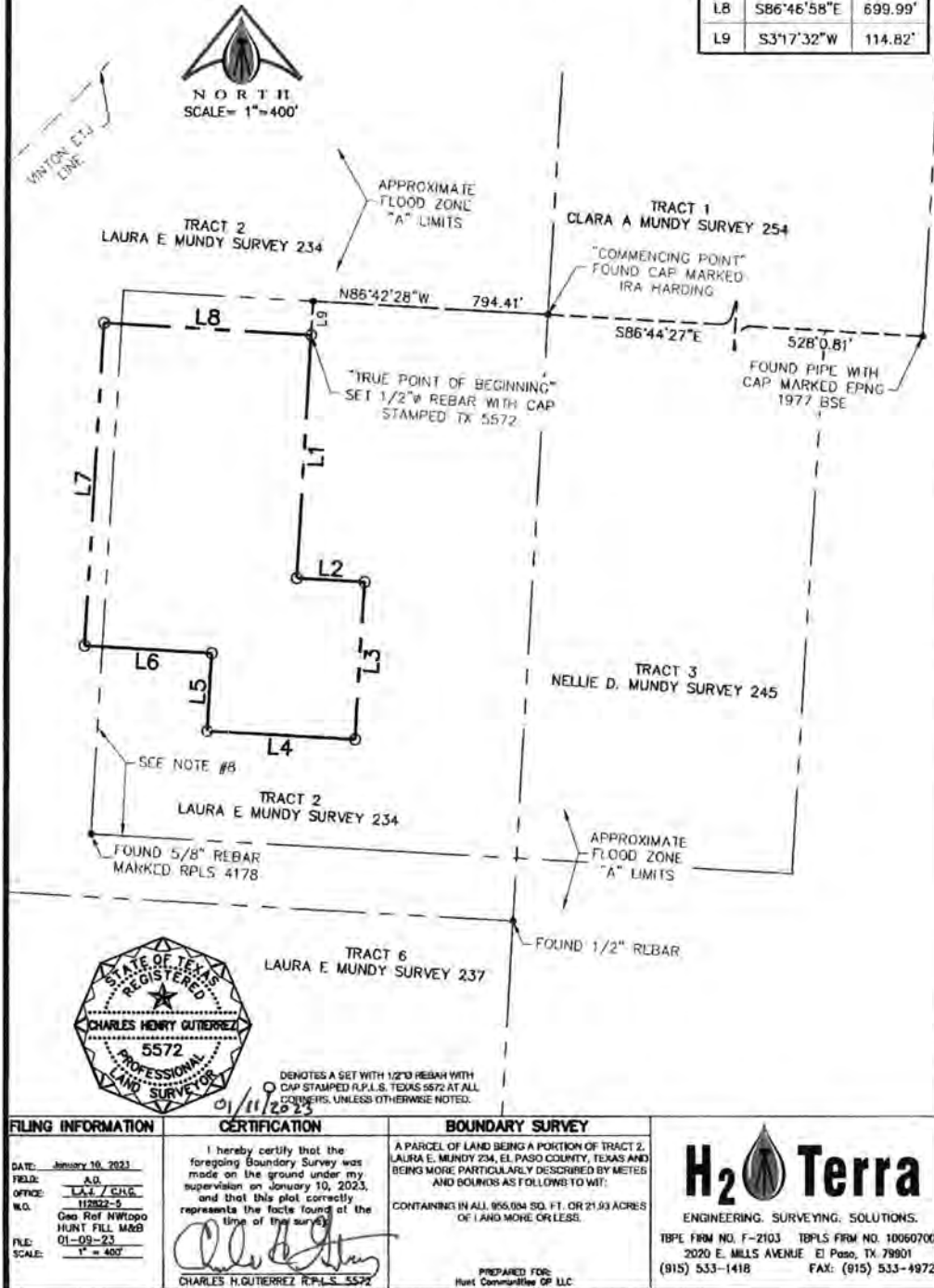
NOTES:

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.
2. A SURVEY PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

**SURVEY NOTES:**

- HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.000174072.
- VERTICAL DATUM IS NAVD 1985.
- ALL CORNERS SET WITH 1/2" REBAR WITH CAP STAMPED R.P.L.S. TEXAS 5572, UNLESS OTHERWISE NOTED.
- A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.
- UNDERGROUND UTILITIES LOCATIONS ARE BASED ON PHYSICAL FEATURES SUCH AS MANHOLES, VALVES, CLEANOUTS, PEDESTALS AND SPOTTING IN THE FIELD AND ARE APPROXIMATE ONLY. NO DISGRAD WAS PERFORMED TO LOCATE THE ACTUAL LOCATIONS OF BURIED UTILITIES. THE SURVEYOR DOES NOT GUARANTEE THE COMPLETENESS OR ACCURACY OF THE BURIED UTILITY DATA SHOWN HEREON. ACTUAL LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY EXCAVATING.
- THE ABOVE REFERENCED PROPERTY IS WITHIN ZONES "X AND A" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, AS PER AREA COMMUNITY PANEL NO. 480212 0025 B, DATED SEPTEMBER 4, 1991.
- THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.
- DESCRIPTION FROM LETTER DATED 04-14-2020 FROM PARK HILL SMITH AND COOPER TO JOSE LARES JR. P.E..

LINE TABLE		
LINE	BEARING	LENGTH
L1	S3°17'32"W	819.99'
L2	S86°46'58"E	230.00'
L3	S3°17'32"W	530.00'
L4	N86°46'58"W	500.00'
L5	N3°17'32"E	260.00'
L6	N86°46'58"W	430.00'
L7	N3°17'32"E	1089.99'
L8	S86°46'58"E	699.99'
L9	S3°17'32"W	114.82'



01/11/2023  
 DENOTES A SET WITH 1/2" REBAR WITH CAP STAMPED R.P.L.S. TEXAS 5572 AT ALL CORNERS, UNLESS OTHERWISE NOTED.

**FILING INFORMATION**

DATE: January 10, 2023  
 FIELD: AS  
 OFFICE: L.A.T. / C.H.G.  
 N.O.: 112822-5  
 Geo Ref NW topo  
 HUNT FILL M2B  
 FILE: 01-09-23  
 SCALE: 1" = 400'

**CERTIFICATION**

I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision on January 10, 2023, and that this plat correctly represents the facts found at the time of this survey.

*Charles H. Gutierrez*  
 CHARLES H. GUTIERREZ R.P.L.S. 5572

**BOUNDARY SURVEY**

A PARCEL OF LAND BEING A PORTION OF TRACT 2, LAURA E. MUNDY 234, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:  
 CONTAINING IN ALL 955.084 SQ. FT. OR 21.93 ACRES OF LAND MORE OR LESS.

PREPARED FOR:  
 Hunt Communities OF LLC

**H<sub>2</sub>Terra**  
 ENGINEERING, SURVEYING, SOLUTIONS.  
 TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700  
 2020 E. MILLS AVENUE El Paso, TX 79901  
 (915) 533-1418 FAX: (915) 533-4972

452

EXHIBIT "A-2"

Prepared For: Hunt Communities GP LLC  
Date: 03-07-2023  
Being a portion of Tract 2, Laura E. Mundy Survey 234  
El Paso County, Texas  
W.O. # 112822-5  
File Name: Geo Ref NWtopo HUNT FILL EAST M&B 03-07-23.doc

**METES AND BOUNDS DESCRIPTION**

Description of a 11.856-acre parcel of land more or less, being a Portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found cap marked IRA Harding located at the common corner of Laura E Mundy 234, Laura E Mundy 237, Laura E Mundy 245 and Clara A. Mundy Survey 254 from which a found pipe with cap marked EPNG 1977 BSE located at the southeast corner of Clara A. Mundy Survey 254 bears South 86°44'27" East a distance of 5280.81 feet, Thence North 86°42'28" West a distance of 794.41 feet to a point, Thence South 03°17'32" West a distance of 222.36 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572, said rebar being the Point of Beginning;

Thence South 86°42'28" East a distance of 530.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 03°17'32" West a distance of 1,175.69 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°42'28" West a distance 300.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 464.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance of 230.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 711.99 feet to the Point of Beginning and containing in all 516,431 square feet or 11.856 acres of land more or less.

03-07-2023  
*Charles H. Gutierrez*  
CHARLES H. GUTIERREZ R.P.L.S. 5572  
H2O-Terra



WJR

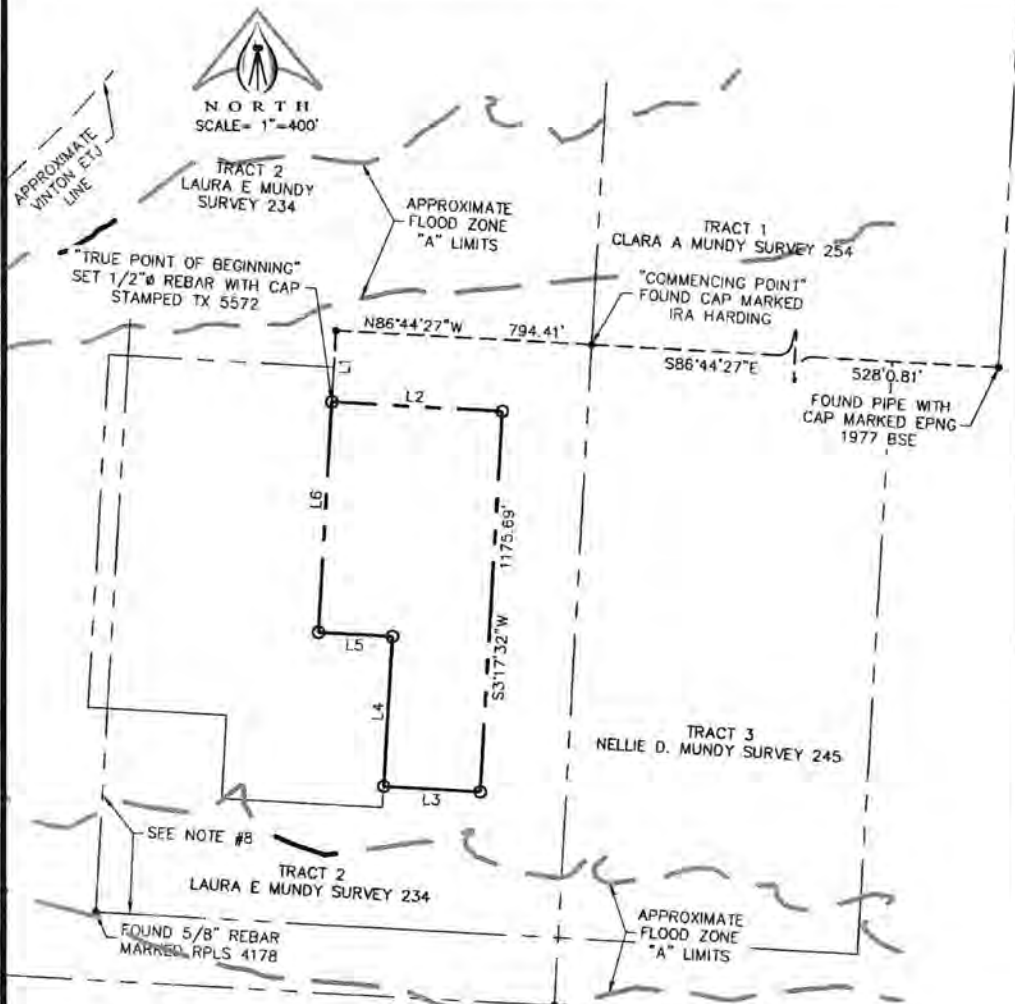
NOTES:

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.
2. A SURVEY PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

**SURVEY NOTES:**

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.
2. VERTICAL DATUM IS NAVD 1986.
3. ALL CORNERS SET WITH 1/2" Ø REBAR WITH CAP STAMPED R.P.L.S. TEXAS 5572, UNLESS OTHERWISE NOTED;
4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.
5. UNDERGROUND UTILITIES LOCATIONS ARE BASED ON PHYSICAL FEATURES SUCH AS MANHOLES, VALVES, CLEANOUTS, PEDESTALS AND SPOTTING IN THE FIELD AND ARE APPROXIMATE ONLY. NO DIGGING WAS PERFORMED TO LOCATE THE ACTUAL LOCATIONS OF BURIED UTILITIES. THE SURVEYOR DOES NOT GUARANTEE THE COMPLETENESS OR ACCURACY OF THE BURIED UTILITY DATA SHOWN HEREON. ACTUAL LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY EXCAVATING.
6. THE ABOVE REFERENCED PROPERTY IS WITHIN ZONES "X" AND "A" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, AS PER AREA COMMUNITY PANEL NO. 460212 0025 D, DATED SEPTEMBER 4, 1991.
7. THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.
8. DESCRIPTION FROM LETTER DATED 04-14-2020 FROM PARKHILL SMITH AND COOPER TO JOSE LARES JR. P.E.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S31°17'32"W	222.36'
L2	S86°42'28"E	530.00'
L3	N86°42'28"W	300.00'
L4	N31°17'32"E	464.00'
L5	N86°46'58"W	230.00'
L6	N31°17'32"E	711.99'



○ DENOTES A SET WITH 1/2" Ø REBAR WITH CAP STAMPED R.P.L.S. TEXAS 5572 AT ALL CORNERS, UNLESS OTHERWISE NOTED.

<p><b>FILING INFORMATION</b></p> <p>DATE: March 7, 2023          FIELD: A.O.          OFFICE: L.A.L. / C.A.L.          W.O.: 11922-5          Geo Ref NWTопо HUNT HILL EAST          FILE: M&amp;B 03-07-23          SCALE: 1" = 400'</p>	<p><b>CERTIFICATION</b></p> <p>I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision on March 07, 2023, and that this plat correctly represents the facts found at the time of the survey.</p> <p><i>Charles H. Gutierrez</i></p> <p>CHARLES H. GUTIERREZ R.P.L.S. 5572</p>	<p><b>BOUNDARY SURVEY</b></p> <p>A PARCEL OF LAND BEING A PORTION OF TRACT 2, LAURA E. MUNDY 234, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:</p> <p>CONTAINING IN ALL 516.431 SQ. FT. OR 11.858 ACRES OF LAND MORE OR LESS.</p> <p>PREPARED FOR: Hunt Communities GP LLC</p>	<p><b>H<sub>2</sub>Terra</b></p> <p>ENGINEERING. SURVEYING. SOLUTIONS.</p> <p>TYPE FIRM NO. F-2103    TBPLS FIRM NO. 10060700          2020 E. MILLS AVENUE El Paso, TX 79901          (915) 533-1418    FAX: (915) 533-4972</p>
---	---	--	--

WJC

EXHIBIT "B"

Prepared for: EPW  
August 10, 2018  
(Laura E Mundy 234 Flow Path)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a set 1/4" rebar for the southeast corner of Laura E. Mundy Survey No. 234 bears South 03°11'52" West a distance of 4417.81 feet; Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E. Mundy Survey No. 234 South 03°11'52" West a distance of 1560.41 feet to a set 1/2" rebar for the "TRUE POINT OF BEGINNING"

Thence continuing along said line, South 03°11'52" West a distance of 751.40 feet to a set 1/2" rebar;

Thence leaving said line, South 87°40'01" West a distance of 1126.62 feet to a set 1/2" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a set 1/2" rebar;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set 1/2" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line, North 03°14'49" East a distance of 383.55 feet to a set 1/2" rebar;


Thence leaving said line, North 87°08'57" East a distance of 995.83 feet to a set 1/2" rebar;

Thence, North 71°09'24" East a distance of 1046.60 feet to a set 1/2" rebar;

Thence, North 80°46'51" East a distance of 1318.92 feet to the TRUE POINT OF BEGINNING" and containing 1,798,151 Square Feet or 41.28 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

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



---

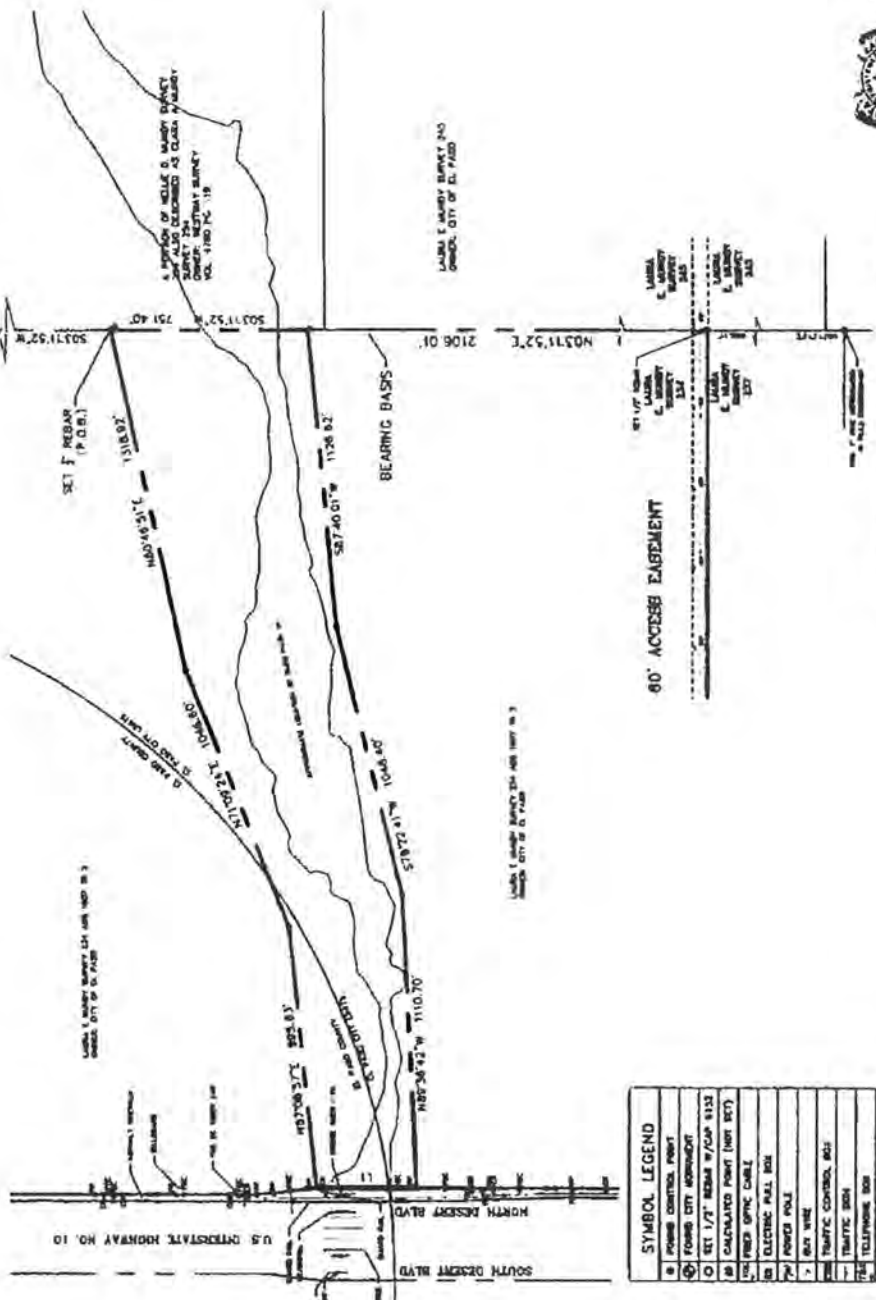
CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

# PLAT OF SURVEY

BEING A PORTION OF LAURA E. MUNDY SURVEY NO. 234, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND A PORTION OF LAURA E. MUNDY SURVEY NO. 234, EL PASO COUNTY, TEXAS CONTAINING 1,798,151 SQUARE FEET OR 41.28 ACRES

# Exhibit "B" R-1

- NOTES**
1. BEARING AND DISTANCE MEASURED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, DATUM 1983, HAS BEEN CONVERTED TO SURFACE WITH AN ADJUSTMENT FACTOR OF 1.0001472 U.S. SURVEY FEET.
  2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY AREAS NO. 58274-0012C & 58000-0012C, THE COMMUNITY AREAS ARE IN FLOOD ZONE A AND FLOOD ZONE X, RESPECTIVELY. THE FLOOD ZONE A AND FLOOD ZONE X ARE SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY AREAS NO. 58274-0012C & 58000-0012C, DATED SEPTEMBER 4, 1988, ZONE A.
  3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE ENCUMBRANCES OR OTHER MATTERS NOT SHOWN.
  4. SET 7 BEARS BY ALL CORNERS UNLESS OTHERWISE NOTED.
  5. A NOTES AND BOUNDS DESCRIPTION OF EACH DATE ACCOMPANIES THIS SURVEY.



**LINE TABLE**

L1	303.55'	N031°14'49"E
----	---------	--------------



**SYMBOL LEGEND**

●	PROBING CONTROL POINT
○	PROBING CITY MONUMENT
○	SET 1/2" REBAR 8/0#P 1133
○	CALCULATED POINT (NOT SET)
—	100' FIBER OPTIC CABLE
—	ELECTRIC PULL BOX
—	POWER POLE
—	IRAY WIRE
—	TRAFFIC CONTROL BAR
—	TRAFFIC SIGN
—	TELEPHONE BAR
—	ONCE 16.40 ELECTRIC



**ROY E. CONZELMANN**  
 PROFESSIONAL LAND SURVEYOR  
 TEXAS LICENSE NO. 1132



*WJK*

## EXHIBIT "C"

Prepared for: EPW  
August 19, 2020

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion of Tract 2, Laura E. Mundy Survey No. 234, City of El Paso, El Paso County, Texas and a portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows.

The **"TRUE POINT OF BEGINNING"** being a found 1/2" rebar with cap marked TX 5152 on the intersection of the easterly right of way line of U.S. Interstate Highway No. 10, with the common line of Laura E. Mundy Surveys No. 234 & 237

Thence along the easterly right of way line of U.S. Interstate Highway No. 10 the following 5 courses:

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) distance of 2074.83 feet to a set 1/2" rebar with cap marked TX 5152;

North 03°52'41" West (North 07°03'00" West, TX DOT R.O.W. Map) a distance of 201.56 feet to a set 1/2" rebar with cap marked TX 5152;

North 03°14'49" East (North 00°04'30" East, TX DOT R.O.W. Map) a distance of 1300.44 feet to a set 1/2" rebar with cap marked TX 5152;

North 10°22'19" East (North 07°12'00" East, TX DOT R.O.W. Map) a distance of 201.56 feet to a set 1/2" rebar with cap marked TX 5152;

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) a distance of 641.26 feet to a found 1/2" rebar with cap marked TX 5152 on the northerly line of Nellie D. Mundy Survey No. 234;

Thence along said line, South 86°48'08" East a distance of 40.00 feet to a set 1/2" rebar with cap marked TX 5152;

Thence leaving said line, South 03°14'49" West a distance of 643.78 feet to a set 1/2" rebar with cap marked TX 5152;

Thence, South 10°22'19" West a distance of 201.56 feet to a set 1/2" rebar with cap marked TX 5152;

Thence, South 03°14'49" West a distance of 1295.46 feet to a set 1/2" rebar with cap marked TX 5152;

---

CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

Thence, South 03°52'41" East a distance of 201.56 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 03°14'49" West a distance of 2077.30 feet to a set ½" rebar with cap marked TX 5152 on the common line of Laura E. Mundy Surveys No. 234 & 237;

Thence along said line, North 86°46'47" West a distance of 40.00 feet to the TRUE POINT OF BEGINNING" and containing 176,786 Square Feet or 4.0585 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

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



MO-4-870-34

CONDE, INC.  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

WJC



EXHIBIT "C-1"

**LICENSE FOR ACCESS EASEMENT**

**GRANTOR:** El Paso Water Utilities, hereinafter referred to as "Grantor."

**GRANTEE:** Jobe Materials, L.P., whose address is 1150 Southview Drive, El Paso, Texas 79928, hereinafter referred to as "Jobe" or "Grantee."

**WHEREAS,** Grantor has been vested pursuant to Texas Government Code Section 1502.070 with the complete management and control of the El Paso water and wastewater utility system; and,

**WHEREAS,** Grantor is the Trustee in Trust for approximately 30,000 acres of land in El Paso County, Texas for the protection of groundwater beneath said acreage and the use and benefit of the system and its ratepayers; and,

**WHEREAS,** Grantor has delegated such signature authority as may be necessary for License Agreements in which the annual fee is no greater than \$5,000.00 to the General Manager of Grantor; and,

**WHEREAS** Grantee is the holder of a land lease from the Texas General Land Office, for the West ½ (W½) and the Southeast ¼ (SE¼ ) of Section 6, Block 82, Township 1, T&P Surveys, El Paso County, Texas, hereinafter referred to as "Section 6"; and

**WHEREAS,** Grantee has requested a "floating access easement" upon and across that certain parcel of land under the jurisdiction of Grantor described as land in the Nelly E. Mundy Survey No. 245 and Laura E. Mundy Survey No. 234, El Paso, El Paso County, Texas; which land is East of Grantee's Texas General Land Office leasehold; and

**WHEREAS** Grantor has agreed to grant to Grantee a thirty-year license for a floating access easement to provide access to and from the leasehold of Grantee.

**NOW THEREFORE,** for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and a one time \$1,200.00 administrative processing fee and \$5,000.00 license fee payable annually to Grantor and other good and valuable consideration together with the covenants and agreements contained in this license agreement, Grantor does hereby:

1. Grant and convey to Grantee a thirty-year license for the use of a 60-ft. wide road and utility access easement across Grantor's property in the Nelly E. Mundy Survey No. 245 (hereinafter Section 245) and Laura E. Mundy Survey No. 234, hereinafter Section 234. The location of such easement is generally shown on Exhibit A attached hereto and incorporated herein by reference and shall extend from the common line between the Laura E. Mundy Survey No. 236, El Paso County, Texas, and the Nelly E. Mundy Survey No. 245 in a westerly direction across Section 245 and Section 234 to a point where such easement reaches the east boundary of the Texas Department of Transportation right of way line from the north bound frontage road to Interstate Highway 10. Interstate Highway 10 passes in a south to north direction through the Laura E. Mundy Survey No. 234.

2. **Purpose.** This easement shall be for roadway and utility purposes, to provide access across property owned by Grantor, as part of an access road to Grantee's leased premises in Section 6 hereinabove identified.
3. **Term.** The term of this license for an access easement shall be not more than thirty years from the date of execution hereof at which time such license shall terminate and be of no further force and effect.
4. **Floating Easement, Grantor's Right to Require Change of Location of Easement.** The initial location of such easement shall be by mutual agreement of the parties. Grantor reserves the right and Grantee does hereby specifically agree that upon Grantor's request and upon 120 days written notice to Grantee from Grantor, that Grantee shall relocate such roadway easement one time to an alternate location within said Section 245 and Section 234 hereinabove identified, as may be designated by Grantor in the future to accommodate Grantor's future use and development of such property. While Grantor shall have the right to designate such alternate location, Grantor does hereby agree to consult with and obtain input from Grantee in choosing such location, to take into account terrain and topography, and Grantee's input with regard to the choice of such location. Any relocation of such roadway easement and the improvements therein within Sections 234 and 245, shall be done solely at Grantee's expense and shall be required in order for Grantee to continue the use of such easement. The parties do hereby specifically agree that there should be a "floating easement," meaning that it shall be subject to a one-time relocation at Grantee's expense at the request of Grantor to accommodate Grantor's future use of its property.
5. **Beneficiaries.** Grantee and its agents, licensees, permittees, and successors in interest shall have a full right of use of such easement. Such easement shall be non-exclusive and the Grantor for itself, its assigns, and successors reserves the right of use of said easement and any such right of use shall be limited to the term hereof. Grantor further recognizes that Grantee will also have to obtain an easement for one or more property owners in the Laura E. Mundy Survey No. 236, in order to reach Section 6 with this access road. Grantor hereby agrees that Grantee shall have that power and authority to authorize the owners of property in Section 236 to use the limited license created hereby as consideration for such property owners having also granted to Grantee an easement across Section 236 to Section 6 for purposes of completing the access easement from Section 6 to the public roadway provided that any property owner in Section 236 who would receive the right of use of this easement should be required and shall agree to sign an indemnity and hold harmless agreement in favor of Grantor and Grantee arising out of their use of such easement across Sections 245 and 234 and their rights shall be limited to the term hereof.
6. **Cost and Expense of Maintenance and Construction.** All cost and expense of designing, constructing, and building any roadway or utilities within such easement shall be paid by Grantee. For so long as Grantee or its assigns or lessees or permittees are the sole or primary users of said road, Grantee shall maintain such road at its sole cost and expense and Grantor shall have no liability or responsibility for the cost of maintenance

WJC

of such road. If Grantor or its assigns or successors in interest shall commence use of such roadway easement, then the parties shall negotiate an allocation of maintenance, cost and expense based upon the projected volume of use of such road by each party. If the Grantor and Grantee mutually agree that a third party, such as the property owners in Section 236, shall be entitled to use this road pursuant to the terms thereof, or pursuant to mutual agreement of Grantor and Grantee, then the cost and maintenance of such road shall be allocated and prorated between all parties using the same, by mutual agreement of Grantor and Grantee. Grantee shall not be required to provide all the costs of maintenance of such road, if third party besides Grantee or its permittees or lessees or assigns are using such road.

7. **Control of Access.** Grantor agrees that such roadway shall not be a public right of way or public roadway and that Grantee shall have the right that for so long as Grantee is the sole or primary user of such road, to control the access thereto and to lock or gate such road to prevent the general public or third parties from using the same. Nothing herein shall be construed as prohibiting Grantor or its authorized agents, lessees, or assigns from using such road at any time. The parties do agree that it would be mutually in the best interest of both parties to control the access and right of use of such road and that such road shall not be opened to use for the general public or third parties, until such time as Grantor determines that it is appropriate to do so or has a reason to use such road for purposes of providing access to its property in Sections 245 and 235 hereinabove described.
  
8. **Indemnity.** Grantee agrees that as a condition of its right of use of the access easement created by this license agreement, that it does hereby agree to indemnify and hold harmless the Grantor from any claims, causes of action, liability for personal injury, wrongful death, property damage, or other damages or consequences arising out of the existence of and/or use of such road by Grantee, or its permittees, licensees, lessees, successors in interest, or assigns, including any expenses incurred by Grantor in defending itself from any claim brought by any third party claiming personal injury, wrongful death, property damages, or other damages or consequences, including all costs and reasonable attorney's fees incurred by Grantor in defending such action or claim. Grantee specifically acknowledges that the providing of this indemnity agreement to Grantor is a condition of allowing it to build, construct, and use such access easement for roadway and utility access purposes. Grantee further agrees to provide to Grantor a certificate of general liability insurance covering such access easement, naming the Grantor as an additional named insured on such certificate of insurance. Such insurance shall be maintained in full force and effect throughout the entire term of this license and in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and certificates of insurance shall require the insurer to provide to the Grantor at least thirty days advance written notice of termination or any changes in coverage for such insurance. The provision of such insurance and maintenance of such insurance coverage shall be an additional condition precedent to the Grantee's right of use of such easement for the purposes specified herein.

WJC

Grantee shall have the right to allow its customers, licensees, permittees, lessees, successors in interest, or assigns to use such road and access easement provided that the Grantee may require one or more of such third parties, as a condition of the right of use of such roadway easement as created by this license agreement, to provide an indemnity and hold harmless agreement in favor of Grantor and Grantee against any claims, cross suits for action or liability for personal injury, wrongful death, property damage, or other damages or consequences arising out of such third parties' use of such road and utility easement for any purposes.

9. **Application of Law.** The interpretation of this easement shall be governed by the laws of the State of Texas and enforcement of any provision shall be exclusively in the venue of courts of competent jurisdiction in El Paso County, Texas.

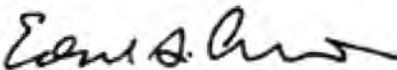
10. **Notices.** Any notice to Grantor hereunder shall be addressed to Grantor at:  
El Paso Water Utilities Public Service Board  
Attn: General Manager  
1154 Hawkins Blvd.  
El Paso, Texas 79925

Any notice to Grantee shall be addressed to Grantee at:  
Jobe Materials, L.P. copy to: Ralph Wm. Richards  
Attn: Stanley P. Jobe (915) 298-9900 FAX  
1150 Southview Drive  
El Paso, TX 79928

EXECUTED this 20th day of May, 2005.

**GRANTOR:**

El Paso Water Utilities Public Service Board

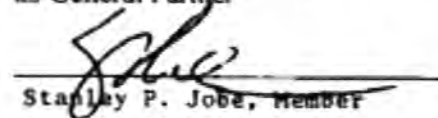


Edmund G. Archuleta, P. E.  
General Manager

**GRANTEE:**

JOBE MATERIALS, L.P.  
A Texas Limited Partnership

By: JOBECO MATERIALS, L.L.C.,  
A Texas Limited Liability Company,  
its General Partner

  
Stanley P. Jobe, Member

Acknowledgments on next page

WJC

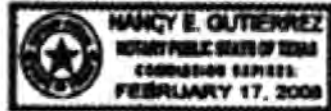
**ACKNOWLEDGEMENTS**

**STATE OF TEXAS**

**COUNTY OF EL PASO**

This instrument was acknowledged before me on May 20, 2005 by Edmund G. Archuleta, P. E., General Manager of the El Paso Water Utilities, on behalf of the El Paso Water Utilities.

Seal:



*Nancy E. Gutierrez*  
Notary Public, State of Texas

**STATE OF TEXAS**

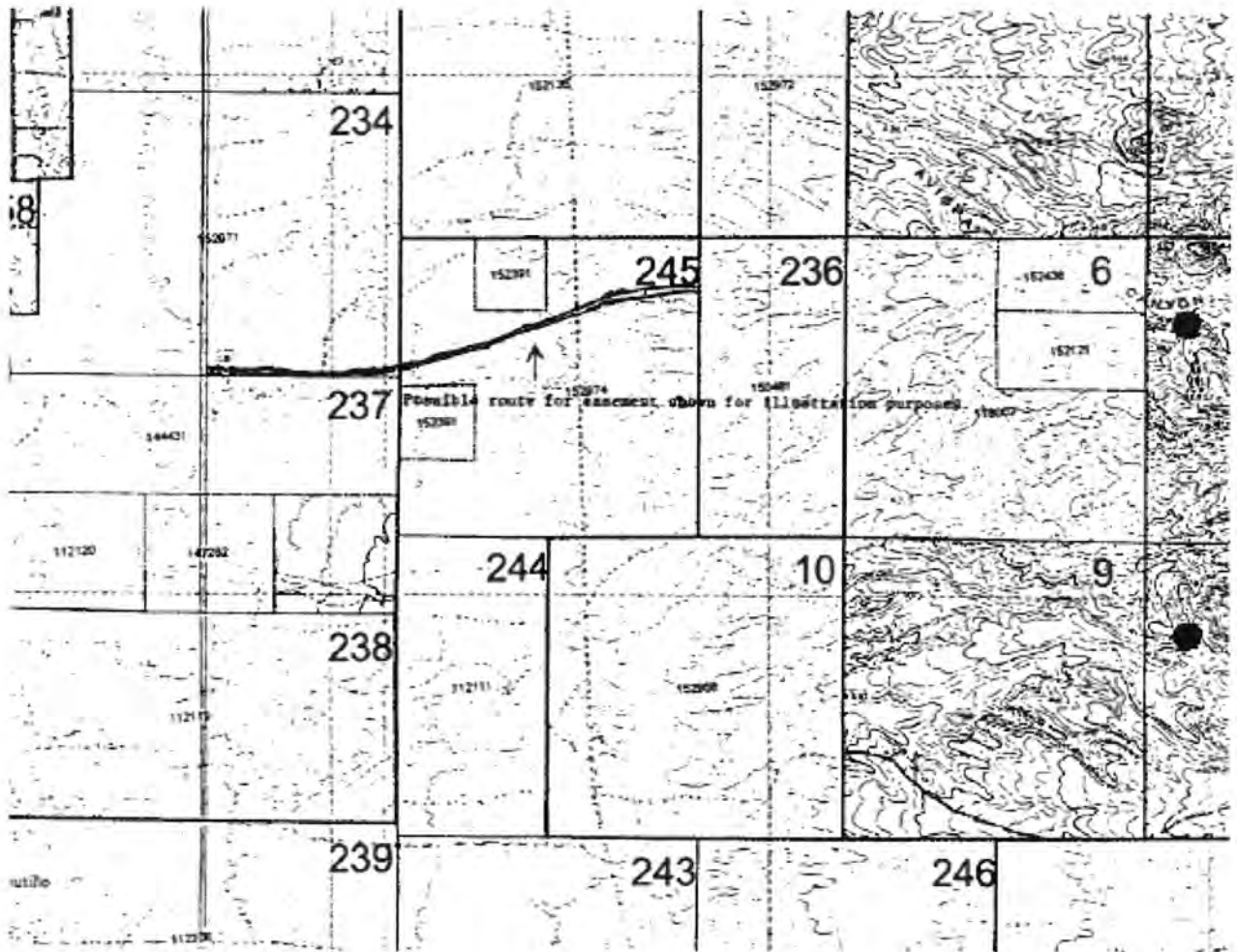
**COUNTY OF EL PASO**

This instrument was acknowledged before me on May 19, 2005 by Stanley P. Jobe, Member, of Jobeco Materials, L.L.C., General partner of Jobe Materials, L.P., on behalf of Jobeco Materials, L.L.C.

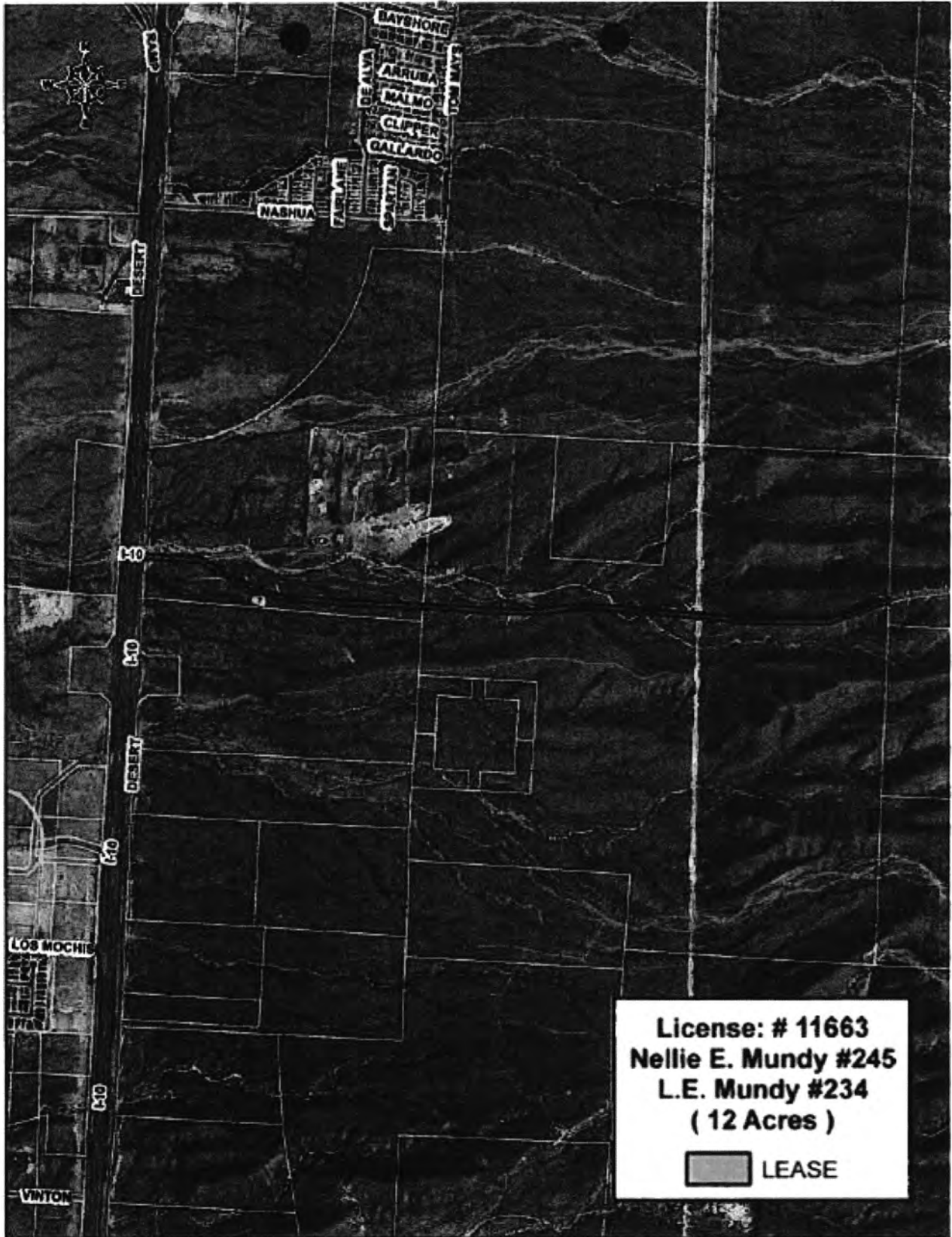
Seal:



*Veronica Rosario*  
Notary Public, State of Texas



USTC



[EXHIBIT "C-1" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WTE

**AGREEMENT NOT TO MINE CERTAIN LAND  
KNOWN AS THE ACCESS EASEMENT AREA**

STATE OF TEXAS

COUNTY OF EL PASO

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, on the 15th day of April, 2005, Jobe Materials, L.P. filed in the General Land Office its application to lease, in accordance with Chapter 53, Subchapter B, of the Texas Natural Resources Code, the following tract(s) of land in the State of Texas:

W/2 and SE/4 of Section 6, Block 82, T-1, T&P containing 480 acres, more or less, in El Paso County, Texas (hereinafter referred to as the "Leased Premises")

**WHEREAS**, in accordance with Chapter 53, Subchapter B, of the Texas Natural Resources Code, Mining Lease M-104945 ("Lease") was made and entered into on the 20th day of April, 2005, between the State of Texas, acting by and through the COMMISSIONER of the General Land Office of the State of Texas, and Jobe Materials, L.P. of <sup>1150 Southview Drive</sup> ~~2000 Southview Drive~~, El Paso, Texas <sup>79928</sup> ~~79928-3308~~ (hereinafter referred to as "LESSEE"). LESSEE, as used herein, shall also include any successor, assignee, devisee, legal representative or heir who acquires any right or obligation initially held by this named LESSEE under this lease and

**WHEREAS**, the State of Texas for use and benefit of the Permanent School Fund, by and through Jerry Patterson, Commissioner Texas General Land Office and Chairman of the Texas School Land Board for the consideration of the public service it will serve to the citizens of the El Paso and surrounding areas, and the further consideration of \$10.00 and other good and valuable consideration the receipt and sufficiency of which is acknowledged, entered into an Access Easement Agreement with the El Paso Water Utilities Public Service Board upon a portion of State Property more particularly described by metes and bounds attached hereto and made a part hereof as Exhibit "A" (the Access Easement Area) to operate and maintain a system of bike trails and other related improvements in the Access Easement Area and:

**WHEREAS**, a portion or portions of the Access Easement Area crosses and is a part of the Leased Premises and the use thereof conflicts with the Lessee's use of the Leased Premises and

**NOW THEREFORE**, the Lessee of the Leased Premises for the consideration of the public service it will serve to the citizens of the El Paso and surrounding areas and the further consideration of \$10.00 and other good and valuable consideration, agrees as follows:

So long as the Lease is in effect, Lessee shall not mine by drilling, boring, open pit, underground mining, strip mining, solution mining or any other method permitted in the Lease, and shall not extract, mill, remove or market limestone, sandstone, granite, sand, gravel, caliche or clay and the rocks, minerals and mineral substances that are contained in or are necessarily and actually produced in conjunction with or incidental to the named material from the Access Easement Area as described in Exhibit "A".

Executed this the 29<sup>th</sup> day of ~~April~~<sup>June</sup>, 2010.

**LESSEE**

Jobe Materials L.P.  
~~PO BOX 3318~~ 1150 Southview Drive  
El Paso, Texas ~~79903-0008~~ 79928

By 

Stanley Jobe

Printed Name

Member of Jobeco Materials, L.L.C.,  
General Partner of Jobe Materials, L.P.

Title



**EXHIBIT "A"**  
**Cutts Land Surveying, Inc.**  
Professional Land Surveyors

**PROPERTY DESCRIPTION**  
**28.224 Acres**

Being the description of a portion of Section 6, Block 82, Township 1, El Paso County, Texas and being more particularly described by metes and bounds as follows:

**COMMENCING FOR REFERENCE** at a found 2 inch iron pipe at the Southwest corner of said Section 6 and Southeast corner of the Nellie D. Mundy 236 and a found 2 inch iron pipe at the Northwest corner of said Section 6 bears, North 00°40'34" East, a distance of 5267.67 feet and a found 2 inch iron pipe at the Southwest corner of said Mundy Survey bears, South 89°50'44" West, a distance of 2369.07 feet and the NGS monument "Chino" [North 3,266,764.804 meter, East 109,348.727 meter, North 10,717,710.86 feet, East 358,754.95 feet, Texas State Plane Coordinate System, Central Zone, NAD 83 (1913), Scale Factor = 1.00001098, Convergence = -03°13'06"] bears, South 80°34'46" West, a distance of 10,995.52 feet;

**THENCE**, along the South line of said Section 6, North 89°47'20" East, a distance of 479.26 feet to a set ½ inch rebar and **POINT OF BEGINNING** for the herein described tract;

**THENCE**, leaving said Section line, North 61°54'43" East, a distance of 848.70 feet;

**THENCE**, North 86°23'31" East, a distance of 458.25 feet;

**THENCE**, South 83°55'29" East, a distance of 611.73 feet;

**THENCE**, North 80°30'56" East, a distance of 477.76 feet;

**THENCE**, North 85°21'07" East, a distance of 303.53 feet;

**THENCE**, South 63°26'02" East, a distance of 379.48 feet;

**THENCE**, South 87°26'15" East, a distance of 738.02 feet;

**THENCE**, South 17°49'39" East, a distance of 263.14 feet to said South line of Section 6 and a found 1 ½ inch iron pipe at the Southeast corner of section 6 bears, North 89°47'20" East, a distance of 1113.41 feet;

**THENCE**, along said South line, South 89°47'20" West, a distance of 3745.43 feet to the **POINT OF BEGINNING** and containing 28.224 acres of land.

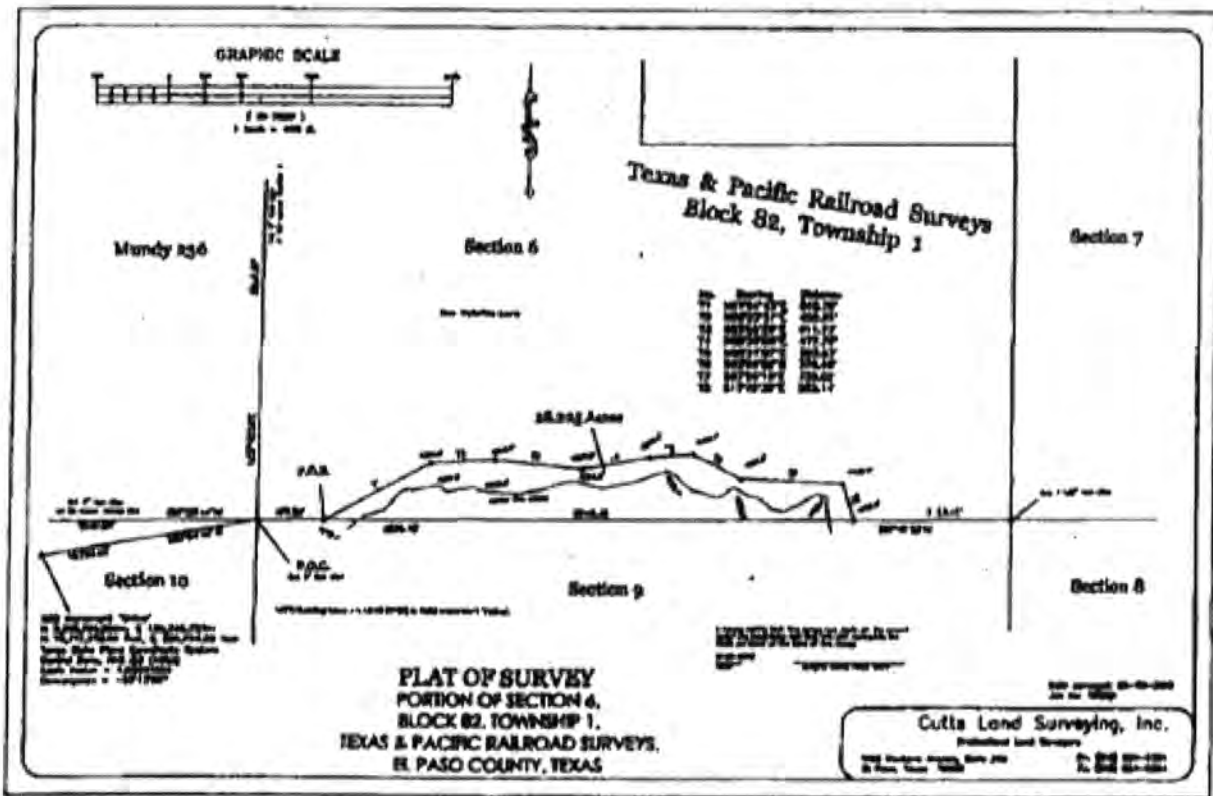
This description was prepared from a survey made on the ground on February 2, 2010 with a plat of same date. Bearing base is NAD 83 (1993) at NGS monument "Chino".

**PREPARED BY:**  
Cutts Land Surveying, Inc.  
El Paso, Texas  
February 5, 2010  
Job No. 100201

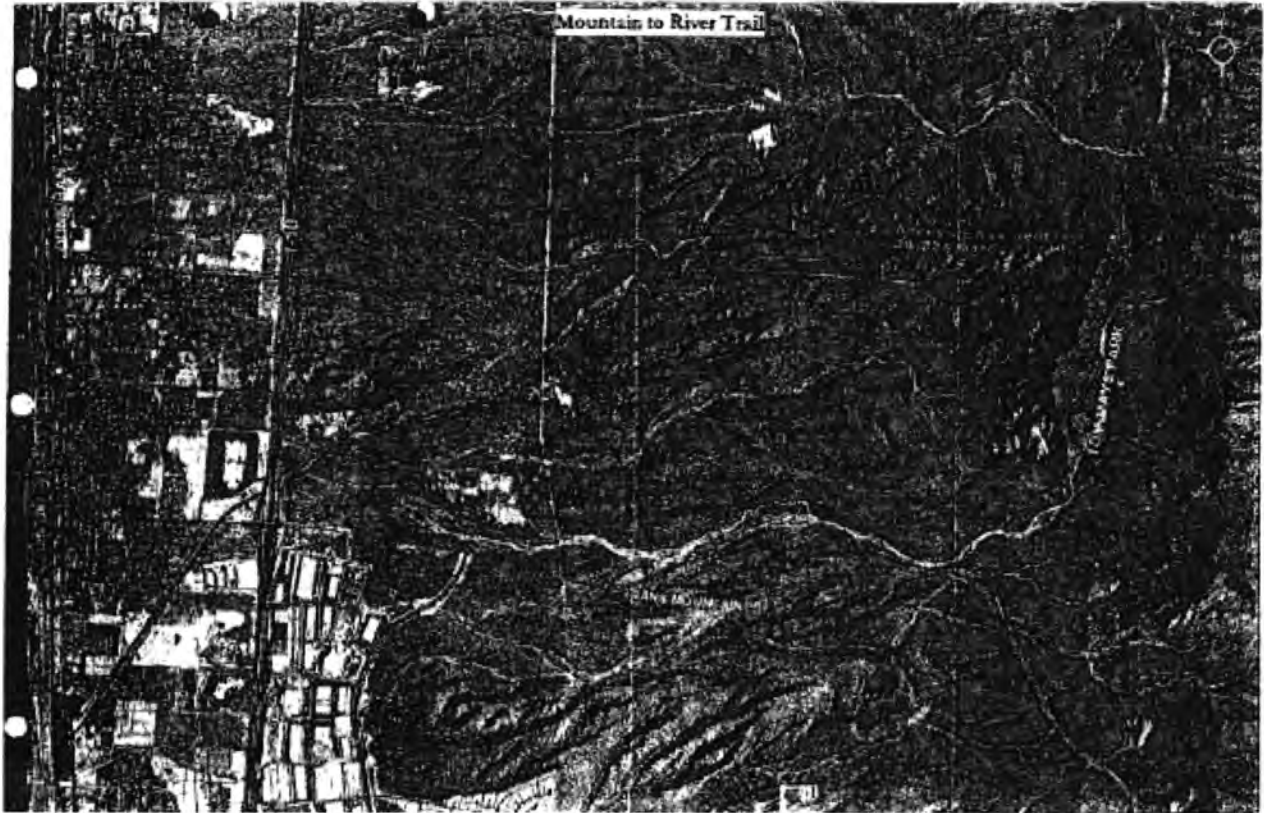
1100 Moena, Suite 206  
El Paso, Texas 79902

Email: cuttsland@cutts.com

Tel. (915) 534-9391  
Fax (915) 534-9394



*Handwritten mark*



WJR



EXHIBIT "D"

EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD

PORTION OF LAURA E. MUNDY SURVEY NO. 234,  
CITY OF EL PASO AND EL PASO COUNTY, TEXAS, AND  
A PORTION OF LAURA E. MUNDY SURVEY NO. 234, EL PASO COUNTY, TEXAS

BID NUMBER:  
26-20

TO BE OPENED:  
Friday, July 10, 2020  
11:00 A.M.

BIDDER'S PROPOSAL

TO: El Paso Water Utilities - Public Service Board  
P.O. Box 511  
El Paso, Texas 79961-0001

SUBJECT: Sale of Real Estate

We, the undersigned, offer to purchase the following described real estate in accordance with the enclosed General Conditions and Instructions to Bidders.

<u>DESCRIPTION OF LAND</u>	<u>TOTAL AMOUNT BID</u>
PORTION OF LAURA E. MUNDY SURVEY NO. 234 CITY OF EL PASO AND EL PASO COUNTY, TEXAS, AND A PORTION OF LAURA E. MUNDY SURVEY NO. 234, EL PASO COUNTY, TEXAS APPROXIMATELY (330.26 ACRES) (NET 320.26 ACRES)	\$11,505,000.00

The attached metes and bounds survey describes the gross acreage and location of the parcel. All bids must comply with the conditions set forth herein.

The **MINIMUM ACCEPTABLE BID** for land is ~~\$4,410,104.00~~. In addition, the successful bidder must pay all closing costs including title insurance, advertising, appraisals, and survey fees at closing.

Hunt Communities Holding, LLC  
FIRM

Justin Chapman  
SIGNATURE

JUSTIN CHAPMAN, President  
PRINTED NAME

4401 N. MESA ST., EL PASO TX 79902  
MAILING ADDRESS

915-533-1122  
TELEPHONE NUMBER / FAX

*WJC*

**CITY OF EL PASO  
EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD**

**SALE OF REAL ESTATE**

**GENERAL CONDITIONS AND  
INSTRUCTIONS TO BIDDERS**

**BID NUMBER**

**26-20**

Sealed bids addressed to John E. Balliew, P.E., President/CEO, El Paso Water Utilities for the sale of property described as a portion of Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas, and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas, totaling approximately **330.26 acres, (320.26 net acres)** of real estate, as shown on the attached **Exhibit "A"**, will be received in the office of the El Paso Water Utilities, located at 1154 Hawkins Boulevard, El Paso, Texas 79925 until **11:00 A.M.**, local time, **Friday, July 10, 2020**, publicly opened and read aloud via live streaming. Check scheduling information on the solicitation page at [www.epwater.org](http://www.epwater.org).

**BID AND CONVEYANCE PROCEDURES**

1. Bids must be made on the attached Bidder's Proposal. An original copy must be received in the El Paso Water Utilities' Purchasing Department by **11:00 A.M.**, local time, **Friday, July 10, 2020**, by either mailing to El Paso Water Utilities, P.O. Box 511, El Paso, Texas 79961-0001 or by hand delivery to the senior purchasing agent on the 1<sup>st</sup> floor of the El Paso Water Utilities' Administration building at 1154 Hawkins Boulevard, El Paso, Texas. The Bidder is responsible for delivery of the bid by the above listed time. All bids shall be in a sealed envelope that is clearly marked with the Bid Number on the lower left-hand corner of the outside of the envelope.
2. The bid will be awarded to the bidder submitting the highest bid that equals or exceeds the minimum acceptable price. All bids must comply with the conditions set forth herein.
3. Any bid received after the above listed time for receiving bids will be returned unopened.
4. Bidders are invited to view bid opening via live streaming that will be posted on the solicitation page at [www.epwater.org](http://www.epwater.org).
5. If the bid is made by an agent for a proposed purchaser, the signature of such agent shall be affixed to the Bidder's Proposal. In addition, the bid shall identify the proposed purchaser in whose name the title will be taken. **No agent or broker commission will be the responsibility or will be paid by the El Paso Water Utilities - Public Service Board.**
6. The El Paso Water Utilities - Public Service Board reserves the right to reject any or

all bids or to award a contract either in whole or in part and to waive any minor irregularities, if it is deemed to be in the best interest of the El Paso Water Utilities - Public Service Board.

7. Each bidder must include a cashier's check, certified check or money order in the amount of five percent (5%) of the bid total as earnest money to ensure that the successful bidder will complete the purchase of the land. Such bid security must identify the bidder in whose name it is submitted. If the successful bidder fails to complete the purchase, said earnest money will be forfeited, and the El Paso Water Utilities - Public Service Board reserves the right to make the sale to the next highest responsible bidder or to reject all bids.
8. No bid may be withdrawn after the deadline for receipt of bids. The El Paso Water Utilities - Public Service Board will retain the earnest money of the successful bidder and the earnest money will be applied to the purchase price of the successful bidder's land.
9. No oral, telephone, internet or telegraph bids will be accepted.
10. After award of the bid, all unsuccessful bidders will be notified in writing and their earnest monies will be refunded within 30 days of notice.
11. The **MINIMUM ACCEPTABLE BID** for the land is **\$4,410,104.00**. In addition, the successful bidder must pay at closing, all costs of title insurance, advertising, appraisal, and survey fees.
12. The property must be purchased in cash at the time of closing. All closing costs, including title insurance, advertising, appraisal and survey fees must be paid by the successful bidder.
13. Within ten (10) days after receipt of written notification of acceptance of this bid, the successful bidder shall provide the El Paso Water Utilities - Public Service Board with all information necessary to prepare a contract of sale and deed and any other information or documentation necessary to close the sale. Unless good cause exists for further delay, it is contemplated that the sale will be closed within thirty days from the date of approval by the City Council of the City of El Paso of an ordinance authorizing the sale. The earnest money will be deposited in an interest bearing account after the date of award by the El Paso Water Utilities - Public Service Board with interest accruing to the El Paso Water Utilities - Public Service Board.
14. Conveyance of the property to the successful bidder shall be contingent upon passage of an ordinance by the El Paso City Council authorizing the Mayor or City Manager to execute a deed or deeds or other documents as needed, and acceptance of any conditions placed on the sale of the property by the El Paso City Council.
15. The successful bidder shall execute a real estate sales contract acceptable to the El Paso Water Utilities - Public Service Board General Counsel and/ or retained outside counsel, within 20 days of award of the bid by the Public Service Board, which will include the General Conditions and Instructions to Bidders Requirements

as set forth herein.

16. The conveyance of the subject real estate will be by Special Warranty Deed and will be subject to all easements, licenses, restrictions, reservations, rights of way, dedications, conditions, and other encumbrances, of record or apparent upon the property, or as set forth herein.
17. The conveyance of the subject real estate shall be subject to a reservation of all ground water, water rights, or rights to surface water to the El Paso Water Utilities - Public Service Board of the City of El Paso; Such reservation will be addressed in the Special Warranty Deed.
18. All future obligations of the successful bidder with regard to the subject real estate, as noted in the bid package, will be binding upon the successful bidder's successors, and/or assigns.
19. Questions concerning the bid package or bid procedure should be directed in writing to the Purchasing Department of the El Paso Water Utilities - Public Service Board, attn: Rose Guevara at [rguevara@epwater.org](mailto:rguevara@epwater.org).
20. Technical questions concerning the bid package should be directed to the Senior Purchasing Agent of the El Paso Water Utilities - Public Service Board, attn: Rose Guevara at [rguevara@epwater.org](mailto:rguevara@epwater.org).

#### **GENERAL DEVELOPMENT REQUIREMENTS**

21. Any conveyance of this land will be subject to a restrictive covenant to the effect that the successful bidder, its successors or assigns will not subject to existing law, discard, place or store upon such land, any radioactive material or other hazardous waste material or animal waste which would contaminate or otherwise damage the ground water supply sources of the City of El Paso.
22. This property is inside and outside the city limits of El Paso. The development of the property, including the design, location and construction of improvements shall be in accordance with City of El Paso Municipal Code requirements, including any City Municipal Code requirements for a Land Study prior to development and the City of El Paso Drainage Design Manual. Future development of this property must retain its developed runoff.
23. Re-zoning the property for uses other than those allowed in the current zoning category is the sole responsibility of the successful bidder after the transfer of title. Neither the City of El Paso, the El Paso Water Utilities Public Service Board or their agents or employees have made any representations regarding future land uses and zoning. Future zoning applications are subject to full review of City of El Paso staff, the City Plan Commission and the discretion and final approval of City Council.
24. The successful bidder accepts the responsibility for conducting its own archeological and environmental surveys of the property and contacting the Texas Historical Commission (THC) for any potential archeological information pertaining to the site. Mitigation of any conditions on the property, including archeological sites or, without

1532

limitations, adverse environmental conditions, shall be at the expense of the successful bidder who shall take the property subject to all existing conditions. The successful bidder accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the property.

25. The successful bidder acknowledges that the property contains a closed landfill. **The successful bidder accepts all liabilities, environmental or otherwise, associated with the closed landfill. Remediation of any conditions on the property, without limitations, shall be at the expense of the successful bidder, who shall accept the property subject to all existing conditions.**
26. The successful bidder agrees that he or she has examined the property and accepts the land **"AS IS"** including but not limited to the present zoning and surface conditions, all easements, licenses, restrictions, reservations, rights of way, dedications, present zoning and surface conditions, and other encumbrances, of record or apparent upon the Property.
27. The successful bidder shall convey to the City of El Paso, at no cost, up to 10 acres of land inside the City of El Paso city limits for its municipal use.

#### **DRAINAGE REQUIREMENTS**

28. The successful bidder shall be required to make use of Low Impact Development Practices for Stormwater Management (LID) standards. The low impact drainage standards for the development of the property shall be reviewed and approved by the City of El Paso. The LID standards shall promote the following measures:
  - Encourage drainage conservation measures.
  - Promote impact minimization techniques such as impervious surface reduction.
  - Provide for strategic runoff timing by slowing flow using the landscape.
  - Use an array of integrated management practices to reduce and cleanse runoff.Advocate pollution prevention measures to reduce the introduction of pollutants to the environment
29. The El Paso Water Utilities – Public Service Board shall save and except and reserve a fee simple interest in Flow Path 44 (aka as Avispa Canyon) from this sale for drainage purposes, as shown on the attached Exhibit "B".
30. The successful bidder shall grant easements to the El Paso Water Utilities - Public Service Board, City of El Paso at no cost for stormwater and drainage purposes, including maintenance

31. The successful bidder shall provide an acceptable Drainage Plan in accordance with Section 19.01.050 of the City of El Paso Municipal Code.
32. Per the City of El Paso Municipal Code, new development and redevelopments are required to maintain the predevelopment hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. Any excess runoff must be retained within the development. The Municipal Code also encourages the use of nonstructural stormwater management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

#### **WATER AND SANITARY SEWER SERVICE REQUIREMENTS**

33. All ground water, water rights, or rights to surface water shall be reserved to the El Paso Water Utilities - Public Service Board of the City of El Paso. The successful bidder shall not have the right to drill a well and produce therefrom any quantity of groundwater.
34. Water, and sanitary sewerage service will be provided in accordance with the most current Public Service Board Rules and Regulations of the El Paso Water Utilities at the time of application for service to the Developer Services Section of the El Paso Water Utilities.
35. The successful bidder shall be responsible for the costs of any necessary on-site & off-site extensions, relocations, replacements or adjustments of water, sanitary sewer and appurtenances necessitated by and attributable to the proposed subdivision improvement plans.
36. In order to promote water conservation, to ensure optimum water-use efficiency, and to prevent runoff into streets, it is the policy of the Public Service Board to require landscape and irrigation restrictions in the sales of undeveloped land. Development of the property will be governed by the City of El Paso Municipal Code Title 15 (Public Services), Chapter 12 (Water and Sewer System) and Chapter 13 (Water Conservation), including no more than 50% turf in landscapable area.
37. The successful bidder shall grant easements at no cost for water, and sewer lines, appurtenances, and facilities to the El Paso Water Utilities, City of El Paso as requested by El Paso Water Utilities at the time of subdivision plat submittal by the successful bidder.
38. The El Paso Water Utilities - Public Service Board shall reserve the following easements as a condition of the sale of real estate:
  - a) A 40' El Paso Water Utilities easement east of and parallel to I-10, as determined by El Paso Water Utilities Engineering staff. Metes and bounds survey showing the exact location of the easement will be available to the successful bidder.

39. The successful bidder shall grade the property to allow sanitary sewer by gravity to the appropriate mains during any development of the site.
40. Water and sewer service to the property requires construction of major infrastructure. The construction of infrastructure will be as scheduled in the El Paso Water 10-year Capital Improvement Program.
41. The successful bidder shall be responsible for the extension of a water transmission main east of and parallel to Desert South Boulevard.
42. The successful bidder shall be responsible for main extensions and system upgrades that are not listed on the El Paso Water 10-year Capital Improvement Program.

Prepared for: EPW  
September 18, 2018

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

The "TRUE POINT OF BEGINNING" being a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a found 2" pipe for the northwesterly corner of Nellie D Mundy Survey No. 254 bears, North 03°13'15" East a distance of 2900.87 feet;

Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E. Mundy Survey No. 234, South 03°11'52" West a distance of 4417.81 feet to a set ½" rebar for the southwest corner of Nellie D. Mundy Survey No. 234

Thence along the common line of Nellie D. Mundy Survey No. 234 and 237, North 85°46'47" West a distance of 3250.24 feet to a set ½" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a found ½" rebar with cap marked TX 5152 on the easterly right of way line of U.S. Interstate Highway No. 10;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set ½" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line the following 5 courses:

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) distance of 1691.28 feet to a set ½" rebar;

North 03°52'41" West (North 07°03'00" West, TX DOT E.O.W. Map) a distance of 201.56 feet to a set ½" rebar;

North 03°14'49" East (North 00°04'30" East, TX DOT R.O.W. Map) a distance of 1300.44 feet to a set ½" rebar;

North 10°22'19" East (North 07°12'00" East, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar;

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) a distance of 641.26 feet to a set ½" rebar on the northerly line of Nellie D. Mundy Survey No. 234;

---

CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 IIRM NO. 10078100

12

Thence along said line South 86°48'08" East a distance of 3246.45 feet to the TRUE POINT OF BEGINNING" and containing 14,383,995 Square Feet or 330.26 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

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

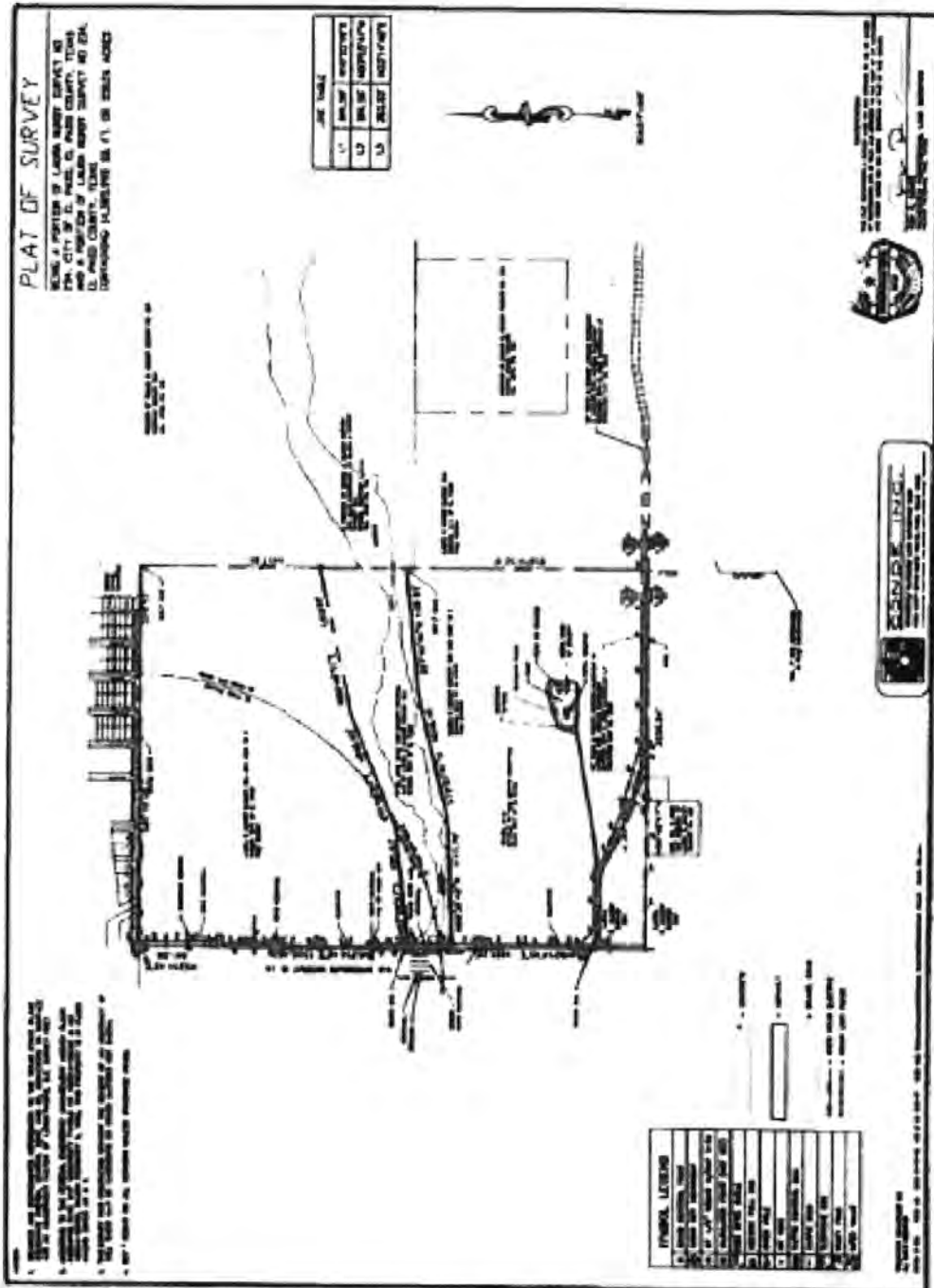
  
Ron R. Conde  
R.P.L.S. No. 5152



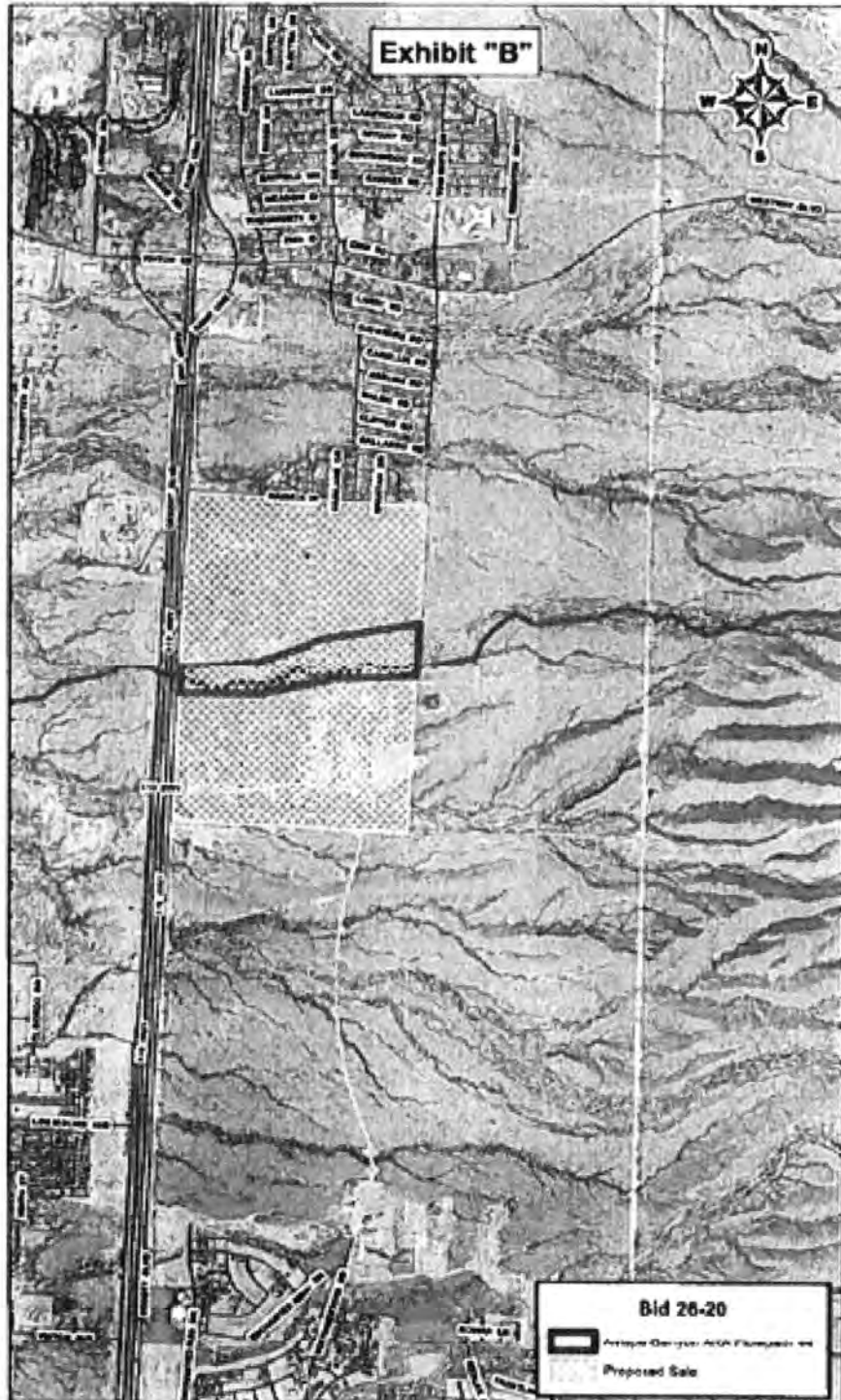
job # 318-13

CONDE, INC.  
ENGINEERING / LAND SURVEYING / PLANNING  
6000 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0183 FAX (915) 592-0286 FIRM NO. 18078100

WJC



*WTC*



WJZ

**EL PASO WATER  
PURCHASING DEPARTMENT  
1154 HAWKINS BLVD.  
EL PASO, TEXAS 79925**

**SALE OF REAL ESTATE – APPROXIMATELY 330.26 ACRES (320.26 NET ACRES)**

**BID NUMBER 26-20**

**ADDENDUM NUMBER 1**

**JUNE 18, 2020**

**Attention of all bidders is directed to the following addendum to this Bid Proposal:**

- A. Delete (remove and discard) Exhibit B; replace with the attached revised Exhibit B<sup>1</sup>.
- B. Response(s) to Bidder's question(s):

One of the conditions of sale you note in the Offering Document states (Item #29 on Page 5):

**"The El Paso Water Utilities – Public Service Board shall save and except and reserve a fee simple interest in Flow Path 44 (aka as Avispa Canyon) from this sale for drainage purposes, as shown on the attached Exhibit "B"."**

- **Question:** Clearly, please, the bold language "reserve a fee simple interest .. for drainage purposes" for me. Does this mean that the Avispa Canyon property described in Exhibit B is NOT INCLUDED in the sale of the 330 acres?

**Answer:** The Avispa Canyon property is not included in the sale.

- **Question:** Or, does it mean that you intend to reserve a drainage easement over that portion of the property? The 330 acre legal description (Metes & Bounds) by Condo, Inc. seems to describe the entire rectangle that you highlight in yellow on the aerial photo. It does not save & except for the Flow Path 44. If you intend to NOT convey the Flow Path 44 land area, should not that area be deducted from the 330-acre description? Your answer could affect the bid price.

**Answer:** The property is not being offered on a per acre basis, it is being offered on a lump sum basis with the save and except and reservation in fee simple of Flow Path 44.

- **Question:** Additionally, we would request a separate legal description (Metes & Bounds) for that Avispa Canyon Flow Path 44 shown in your Exhibit B. We need to know how much land is affected by your "reservation" for drainage purposes, whether it is excluded and not sold, or whether it is encumbered with a drainage easement of some kind.

**Answer:** See attached metes and bounds as Exhibit B<sup>1</sup>.

Page 1 of 2

Bidder shall acknowledge receipt of this addendum and submit this acknowledgment with their bid submittal. Failure to acknowledge addendum(s), may result in rejection of bid.

  
\_\_\_\_\_  
Rosa Guevara  
Sr. Purchasing Agent

  
\_\_\_\_\_  
BIDDER'S ACKNOWLEDGEMENT OF RECEIPT

  
Dorispa

Exhibit "D"

Prepared for: EPW  
August 10, 2018  
(Laura E Mundy 234 Flow Path)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a set 1/2" rebar for the southeast corner of Laura E. Mundy Survey No. 234 bears South 03°11'52" West a distance of 4417.81 feet; Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E. Mundy Survey No. 234 South 03°11'52" West a distance of 1560.41 feet to a set 1/2" rebar for the "TRUE POINT OF BEGINNING"

Thence continuing along said line, South 03°11'52" West a distance of 751.40 feet to a set 1/2" rebar;

Thence leaving said line, South 87°40'01" West a distance of 1126.62 feet to a set 1/2" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a set 1/2" rebar;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set 1/2" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line, North 03°14'49" East a distance of 383.35 feet to a set 1/2" rebar;

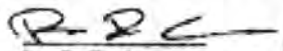
Thence leaving said line, North 87°08'57" East a distance of 995.83 feet to a set 1/2" rebar;

Thence, North 71°09'24" East a distance of 1046.60 feet to a set 1/2" rebar;

Thence, North 80°46'51" East a distance of 1318.92 feet to the TRUE POINT OF BEGINNING" and containing 1,798,151 Square Feet or 41.28 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

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



---

CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURITY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

WCE



**EL PASO WATER  
PURCHASING DEPARTMENT  
1154 HAWKINS BLVD.  
EL PASO, TEXAS 79925**

**SALE OF REAL ESTATE – APPROXIMATELY 330.26 ACRES (320.26 NET ACRES)**

**BID NUMBER 26-20**

**ADDENDUM NUMBER 2**

**JULY 7, 2020**

**Attention of all bidders is directed to the following addendum to this Bid Proposal:**

A. **Bid deadline is hereby extended to July 17, 2020 at 11:00 a.m.**

B. **Response(s) to Bidder's question(s):**

- **Question:** Exhibit A – Survey by Conde Inc. Can you provide a legible survey. The one attached to the EPW bid proposal is very difficult to read? Can EPW provide full sized or scaled drawing of the survey included in the bid package? Auto Cad and/or PDF format.

**Answer:** Please see attached scanned copy of the survey plat, if a better copy is needed, a 24 X 36 copy of survey plat is available for pick up at EPWater's main office in the lobby, please call before to make arrangements for pickup.

- **Question:** Exhibit A is not clear on the acreage to save and except of Avispa Canyon? Acreage is not included.

**Answer:** The metes and bounds description is attached to Addendum 1.

- **Question:** Proposal indicates 330.26 acres gross with net of 320.26 acres. Does this include the Avispa Canyon Item 29 (Flow Path 44)?

**Answer:** No.

- **Question:** Item 25. Can EPW provide copies of all permitted actions on the landfill site such as area utilized and closure permit with TCEQ? Can the boundary be identified on the Conde survey - Exhibit A?

**Answer:** Please see attached documents. No, the area was not surveyed separately.

- **Question:** Item 28 requires the successful bidder to make use of Low Impact Development Practices for Storm Water Management (LID) standards. The City LID standards are shown as "Draft" on the Drainage Design Manual and do not appear to have been approved. In addition, these standards are shown with a heading of "OPTIONAL". Are any new standards proposed after closing of this property? Will the current "OPTIONAL" standards be mandated

WTE

for development of this property? If so, can you provide a copy of the current standards for our diligence?

Answer: The LID conditions will not be required but are recommended as stated on Title 19-Subdivision and Development Plats – Stormwater Management Requirements.

- Question: Can El Paso Water provide a letter of service availability along with copies of water and sanitary sewer maps of existing utilities in the area? This document serves as our request for a water and sanitary sewer service availability letter of service.

Answer: Yes, please see attached.

- Question: Can EPW provide water service zone elevations for the 330.26 acres? Are there any restrictions to service based on elevations of the site? What EPW pressure system will provide service to the site?

Answer: Included on attached Availability Letter.

- Question: Can EPW provide a copy of the most current 10 year Capital Improvement Project, which identifies with precision the major facilities that are required to serve the 330.26 acres? What major infrastructure will EPW build and what is timing for construction of relevant projects such as lift stations, transmission mains, storage tanks, booster stations, sanitary sewer main interceptors, etc.?

Answer: Description of projects included on attached Availability Letter.

- Question: What efforts has EPW undertaken to provide service to the property? Planning, design, construction efforts to build infrastructure?

Answer: Water infrastructure required has been planned as part of the Northwest Service Area. A sewer study is required to determine the sewer infrastructure required.

- Question: Item 35. The bid proposal indicates that the successful bidder shall be responsible for the costs of any necessary on-site and off-site extensions. What are the offsite extensions that are anticipated to serve the property? We ask that this be included in your response to our request for service availability.

Answer: Off-site extensions/upgrades or relief lines required for service that are not part of the 10-year CIP.

- Question: Regarding off-site extensions, will EPW assist with offsite owners in the acquisition of required easements to gain access to the off-site mains?

Answer: No.

- Question: Item 41. The successful bidder shall be responsible for the extension of a water transmission main east of and parallel to Desert South Boulevard. Can you clarify? Placing this line east and parallel to Desert South Boulevard, places this line within I-10 right-of-way? Was it intended to read east and parallel to the Desert North Boulevard? What is the size of this main?

Answer: Yes. 8-inches in sizer to allow for direct service connections to properties fronting IH10.

- Question: Item 42. What are the main extensions and system upgrades not listed on the El Paso Water 10-year Capital Improvements Program that the successful bidder shall be responsible to install? What is the policy on reimbursement for such extensions and upgrades?

Answer: Relief lines. As per El Paso Water Utilities, Rules and Regulations.

- Question: Approximately how many acres are in the arroyo area to be deeded back to the city?

Answer: Please see Addendum 1.

- Question: Is this to be a donation or gift to the city (no compensation)?

Answer: The arroyo is being excepted from the sale, the City will retain ownership in fee.

- Question: Is there any more information on the 10 acres in addition to the arroyo above the city will take?

Answer: The 10 acres are for municipal use.

- Question: Please forward a more Legible copy of the survey, I am unable to read the notes from the surveyor.

Answer: This question is the same as the first question on Addendum 2.

- Question: Please provide a map of the water and sewer improvements needed to serve the property. In PSB 10 year plan and other needed to serve like water line along I10.

Answer: This is addressed on Addendum 2.

Bidder shall acknowledge receipt of this addendum and submit this acknowledgment with their bid submittal. Failure to acknowledge addendum(s), may result in rejection of bid.

  
Gretchen Garcia  
Procurement Analyst

**BIDDER'S ACKNOWLEDGEMENT OF RECEIPT**

  
Ortega

11/20





ROAD & BRIDGE DEPARTMENT

COUNTY OF EL PASO

68 CITY-COUNTY BUILDING

EL PASO, TEXAS

79901

March 18, 1994

Ronald L. Bond, P.E.  
Director, Municipal Solid Waste Division  
Texas Natural Resource Conservation Commission  
P.O. Box 13087  
Austin, Texas 78711-3087

RE: EL PASO COUNTY  
NORTHWEST LANDFILL PERMIT #1688

Dear Mr. Bond:

In accordance to "Municipal Solid Waste Management Regulations" (Sec. 325.152b), the County of El Paso resubmits its intents to close and cease landfill operations at said landfill as of April 8, 1994.

We hereby, respectfully request your agency's approval to proceed with the implementation of a closure/completion plan for that portion that has been landfilled. Because a considerable area of the landfill remains unused, the closure plan will only address the area that was landfilled.

Enclosed are three sets of maps showing the total landfill boundary and the landfilled area and the revised "Affidavit to the Public."

Your assistance in approving this request is much appreciated. If you have any questions on this matter please call us at (915) 546-2015.

Sincerely,

  
Robert Rivera, P.E.  
County Road Engineer

RR/ec

cc: Hector Villa, TNRCC Regional Director

M3W-1698

John Hill, Chairman  
Pan Ross, Commissioner  
Peggy Carter, Commissioner  
Anthony Grigley, Executive Director



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

APR 8 1994

Honorable Alicia Chacon  
El Paso County Judge  
El Paso County Courthouse  
300 E. San Antonio  
El Paso, TX 79901

Re: Municipal Solid Waste - El Paso County  
Permit No. MSW-1498  
NW Corner of El Paso Near Canutillo

Dear Judge Chacon:

This is in response to a letter, dated March 16, 1994, from Mr. Robert Rivera, P.E., County Road Engineer, concerning the closure of a portion of the referenced landfill. Mr. Rivera submitted a drawing depicting the proposed final contours for the area proposed for closure and a copy of an affidavit prepared to document the proposed closure.

Mr. Rivera's submittal has been reviewed and the following items are noted which require your attention:

1. Although the drawing submitted is sealed by the surveyor, it is our opinion that it should also be sealed by the professional who prepared the proposed final contours for the landfill closure.
2. In the affidavit, the metes and bounds legal description of the permitted tract should be shown in the second paragraph of the document. After the affidavit is completed and filed in the deed records of El Paso County, a certified copy of the filed document must be submitted to this office for our review and approval.

YOU are reminded that landfilled areas that receive final cover after October 5, 1993 must comply with the "Subtitle D" cover requirements found in Section 330.153 of the municipal solid waste regulations.

When we receive your response to the above comments we will consider final action on your request for approval of the closure plan.

If you have any questions concerning this letter or if we may be of any assistance to you regarding municipal solid waste, you may contact Mr. Jerry L. Gernatt, P.E., of my staff here in Austin at P.O. Box 13987, Austin, Texas 78711; telephone number (512) 239-6473 or you may prefer to contact Mr. Hector Villa, District Manager at 7500 Viscount Blvd., Suite 147, El Paso, Texas 79921; telephone number (512) 772-9534. When responding, please forward a copy of all correspondence to the regional office as well as to our central office.

Sincerely,

Michael J. Grabeer, P.E., Team Leader  
Permits Section  
Municipal Solid Waste Division

MSW/JLG/jad

cc: TNRCC Region 4  
El Paso City-County Health District

P.O. Box 13987 • Austin, Texas 78713-3987 • 512/239-1000

MSW



ROAD & BRIDGE DEPARTMENT

COUNTY OF EL PASO

99 CITY-COUNTY BUILDING

EL PASO, TEXAS

79901

April 13, 1995

Ronald Bond, P.E.  
Director, Municipal Solid Waste Division  
Texas Natural Resource Conversation Commission  
P.O. Box 13087  
Austin, Texas 78711-3087

RE: EL PASO COUNTY  
NORTHWEST LANDFILL PERMITS #1498

Dear Mr. Bond:

In accordance to "Municipal Solid Waste Management Regulations" (Sec. 325.152h), the County of El Paso resubmits its intents to close and cease landfill operations at said landfill. Landfill operations ceased as of April 8, 1994.

We heraby, respectfully request your agency's approval to proceed with the implementation of a closure/completion plan for that portion that has been landfilled. Because a considerable area of the landfill remains unused, the closure plan will only address the area that was landfilled.

Enclosed are three sets of maps showing the total landfill boundary with required seal by a professional engineer and the revised "affidavit to the public".

Your assistance in approving this request is much appreciated. If you have any questions on this matter please call me at (915) 546-2015.

Sincerely,

Robert Rivera, P.E.  
County Road Engineer

RR/rx

Enclosures

SOLID WASTE DIV.  
APR 17 11 02 AM '95

APR 17 11 02 AM '95  
K17-3-5

WTC

94-29046

789-C  
Roads & Bridges

AFFIDAVIT TO THE PUBLIC

STATE OF TEXAS

COUNTY OF EL PASO

SOLD WASTE  
885 APR 17 11:11 AM

Before me, the undersigned authority, on this day personally appeared Angela R. Chacon, in her capacity as County Judge, and who after being by me duly sworn, under oath states that the County of El Paso is the record lease holder of that certain tract or parcel of land lying and being situated in El Paso County, Texas, and being more particularly described as follows:

A one hundred (100) acre parcel of land out of Laura Mundy Survey No. 234 and Nellie Mundy Survey No. 245 in El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing at a point which lies in the intersection of the line common to the Laura Mundy Survey No. 234 and the Laura Mundy Survey No. 237 with the westerly line of the Nellie D. Mundy Survey No. 245, said point being the southeast corner of the Laura Mundy Survey No. 234 and being marked by a 1 inch diameter pipe;

Thence North along the line common to the Laura Mundy Survey No. 234 and the Nellie D. Mundy Survey No. 245 a distance of 210.00 feet to the True Point of Beginning of the parcel being described, said point being marked by a 3/4 inch diameter rebar;

Thence from said True Point of Beginning West a distance of 1437.74 feet to a point marked by a 5/8 inch diameter rebar;

Thence North 0° 04' 30" East a distance of 1838.34 feet to a point marked by a 5/8 inch diameter rebar;

Thence, North a distance of 210.00 feet to a point;  
Thence, West a distance of 1437.74 feet to a point;  
Thence, North 00° 04' 30" East a distance of 630.00 feet to a point;  
Thence, West a distance of 60.00 feet to a point, said point also being the "True Point of Beginning;"

Thence, North 00° 04' 30" East a distance of 1090.00 feet to a point;  
Thence, East a distance of 700.00 feet to a point;  
Thence, South 00° 04' 30" West a distance of 820.00 feet to a point;  
Thence, East a distance of 230.00 feet to a point;  
Thence, South 00° 04' 30" West a distance of 530.00 feet to a point;

WSTC

hence, West a distance of 370.00 feet to the "Point of Beginning" and containing 970,000.00 square feet or 22.28 acres of land more or less.

Further, the undersigned, the County of El Paso, was the operator of such Solid Waste Disposal Site.

Notice is hereby provided to any future owner or user of the site to consult with the Texas Natural Resource Conservation Commission, prior to planning or initiating any activity involving the disturbance of the landfill cover or monitoring system.

WITNESS MY HAND on this the 26th day of April, 1998.

El Paso County, Texas  
(Operator)

By: Alicia R. Chacon  
Alicia R. Chacon  
County Judge

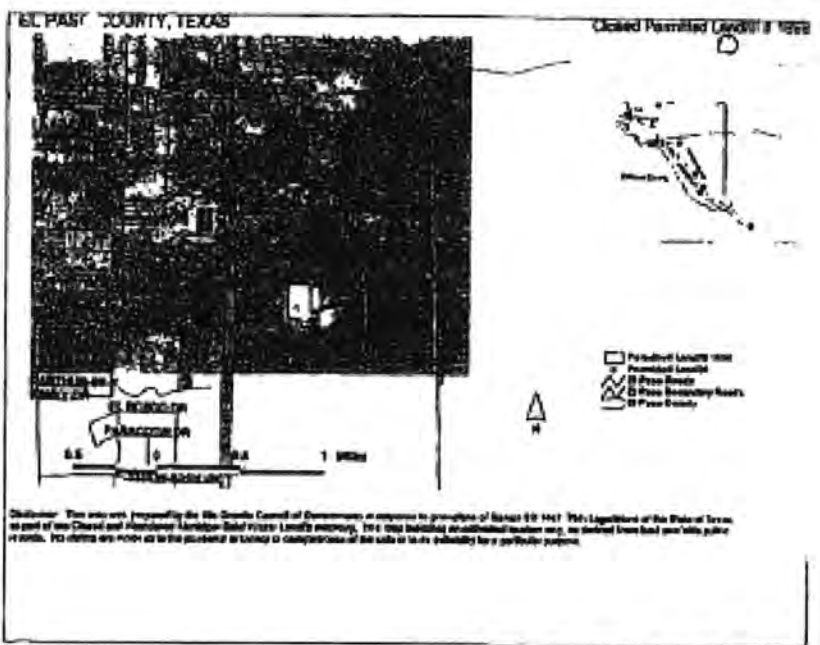
SWORN TO AND SUBSCRIBED before me on this the 26th day of April, 1998.



[Signature]  
Notary Public in and for  
El Paso County, Texas

RETURN TO:  
NAME:  
ADDRESS:  
CITY:

108



WJC

John Hall, Chairman  
Paul Reed, Commissioner  
Myra Green, Commissioner  
Don Ferron, Executive Director



## TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Restoring and Preserving Pollution

May 2, 1995

Honorable Charles Mattox  
El Paso County Judge  
El Paso County Courthouse  
500 E. San Antonio St. No. 301  
El Paso, TX 79901

Subject: Municipal Solid Waste - El Paso County  
El Paso County - Permit No. MFW-1698  
NW Corner of El Paso, Bear Canutillo

Dear Judge MATTOX:

This is in response to the receipt of a copy of the certified "Affidavit to the Public" for a portion of the subject site submitted by letter, dated April 13, 1995, from Mr. Robert Rivera, P.E., County Road Engineer. The affidavit, as filed within the Deed Records of El Paso County, is acceptable; however, the certified copy containing the original County Clerk's signature was not submitted as required by the regulations.

Mr. Rivera also submitted a plat of the landfill showing the 31.28 acre portion to be closed and the final contours. This drawing is acceptable.

When we receive the certified copy of the affidavit and our region's verification of proper closure, the file for the subject site will be marked inactive pending our region's post-closure maintenance inspections to determine if any post-closure subsidence or erosion problems occur which are in need of correction.

Your cooperation in properly closing this site is appreciated.

If you have any questions concerning this letter or if we may be of any assistance to you regarding municipal solid waste, you may contact me at MC-124, P.O. Box 13087, Austin, Texas 78711; telephone number (512) 239-6671.

Sincerely,

Michael D. Greenber, P.E.  
Permits Section  
Municipal Solid Waste Division

MDG/KZ

cc: TNRCC Region 6  
El Paso City-County Health District  
El Paso County Road Engineer

RECEIVED  
MAY 3 1995  
MUNICIPAL RECORDS

WSE

**CLOSED LANDFILL INVENTORY**

**BASIC IDENTIFYING INFORMATION**

- A. COG Name: Rio Grande Council of Governments
- B. County Name: El Paso
- C. Site Number: 1698  Permitted Site  Unpermitted Site
- D. Site Name: Canutillo Landfill
- E. Near City: El Paso
- F. Applicant: El Paso County
- G. Current Land Owner: El Paso County

**STATUS OF INFORMATION**

- A. Last Updated: May 15, 2002
- B. Current Status of Information: Currently being reviewed.

**SITE HISTORY AND CURRENT STATUS**

- A. Date Opened: 1985
- B. Date Closed: 1993
- C. Current Status: Post Closure Care

**LOCATION AND BOUNDARY DESCRIPTION**

- A. Confidence Level: High
- B. Geographic Location: Latitude: 31.93811 Longitude: -105.8374
- C. Location in Relation to Nearest Roads: Approx. 2 miles north of the intersection of IH 10 and Loop 376 (Transmountain Rd), 1,850 feet east of IH 10.
- D. Other Location Information: Site can be accessed off of North Desert Drive from Transmountain. County citizens' collection station located at site.
- E. Boundary Description: See metes & bounds description in attached Affidavit to the Public.
- F. Land Unit Information: A portion of Laura Mundy Survey No. 234, in El Paso County, Texas.

W-52

### **CLOSED LANDFILL INVENTORY**

**G. Current Land Use:** Site is vacant and used as a county citizens' convenience center. Adjacent land use is vacant. Nearest residential structures are approx. 0.5 miles north and west.

### **ATTACHMENTS**

**A. Map(s):** GIS orthophoto map, plat map.

**B. Other Documents:**

1. Texas Dept. of Health MSW permit January 29, 1986
2. Affidavit to the Public dated March 21, 1994.

*WR*

LEGAL DESCRIPTION OF TRACT  
OF LAND FOR USE AS  
EL PASO COUNTY  
AS A SOLID WASTE DISPOSAL SITE

STATE OF TEXAS            |  
COUNTY OF EL PASO       |

Being the description of a parcel of land lying in and being a portion of Tract 2 of the Laura Mundy Survey No. 234 and Tract 3 of the Nellie D. Mundy Survey No. 245 in El Paso County, Texas, said parcel being more particularly described by notes and remarks as follows:

BEGINNING at a point which lies in the intersection of the line common to the Laura Mundy Survey No. 234 and the Laura Mundy Survey No. 234 with the westerly line of the Nellie D. Mundy Survey No. 245, said point being the southeast corner of the Laura Mundy Survey No. 234 and being marked by a 1-inch diameter pipe;

THENCE North along the line common to the Laura Mundy Survey No. 234 and the Nellie D. Mundy Survey No. 245 a distance of 212.00 feet to the True Point of Beginning of the parcel being described, said point being marked by a 3/4-inch diameter rebar;

THENCE from said True Point of Beginning West a distance of 1427.34 feet to a point marked by a 3/8-inch diameter rebar;

THENCE North 03°04'10" East a distance of 1428.34 feet to a point marked by a 3/8-inch diameter rebar;

THENCE East a distance of 1428.33 feet to a point lying in the intersection of the west line of the Laura Mundy Survey No. 234 with the line common to the Nellie D. Mundy Survey No. 245 and the Nellie D. Mundy Survey No. 234, said point being the Northwest corner of the Nellie D. Mundy Survey No. 245 and being marked by a 2-inch diameter pipe or a rock mound;

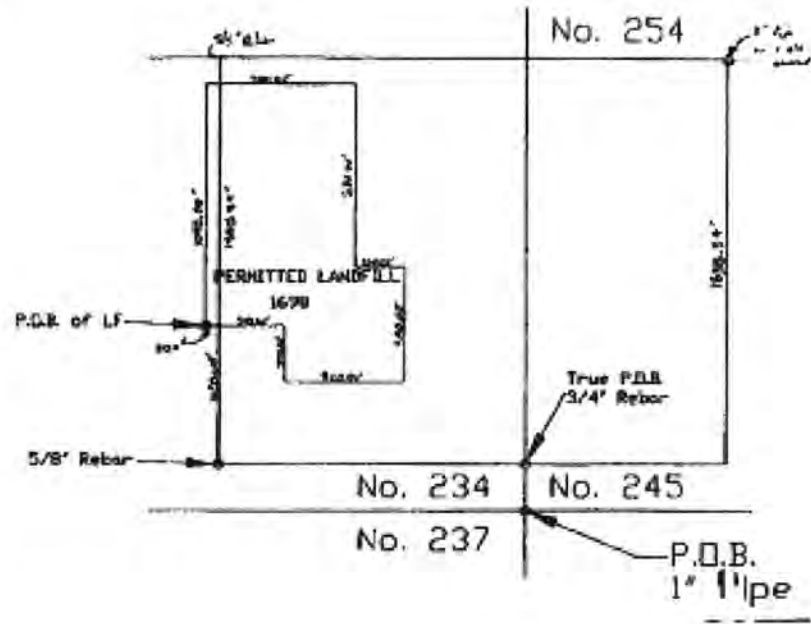
THENCE continuing East along the line common to the Nellie D. Mundy Survey No. 245 and the Nellie D. Mundy Survey No. 234 a distance of 234.20 feet to a point marked by a 3/4-inch diameter rebar;

THENCE South 03°04'10" West a distance of 1428.34 feet to a point marked by 3/8-inch diameter rebar;

THENCE West a distance of 211.72 feet to the True Point of Beginning of the parcel being described, said parcel containing 4,356,804.17 square feet, or 100.0001 acres more or less.

cc: El Paso City-County Health Department

\*\*\*\*\*



*we*

FINDINGS OF FACT:

1. An application for a permit to operate a municipal solid waste landfill, along with all necessary supporting data, was properly submitted by the applicant; due notice was given; and a public hearing was held at the City/County Building, Room 126 in El Paso, Texas on Tuesday, January 11, 1983, and all parties were given an opportunity to appear, be represented by counsel, and present testimony or other evidence either for or against the granting of a permit.

2. The physical conditions existing at the subject site, along with the recommended special provisions transmitted herewith, render the site suitable for use as a landfill.

3. Use of the subject site as a Type 1 municipal solid waste landfill is compatible with the present use being made of the surrounding land.

CONCLUSIONS OF LAW:

1. All procedural requirements relative to notice, hearing and due process of law were met.

2. The subject site, if operated in compliance with the Solid Waste Disposal Act (Article 4677-2, V.A.C.S.) and the Texas Department of Health Municipal Solid Waste Management Regulations will not adversely affect the public health or create a public nuisance.

3. Operation of a Type 1 municipal solid waste landfill is a proper use of the property described in the attached permit.

WSE



# Texas Department of Health

**Robert Bernstein, M.D., F.A.C.P.**  
 Commissioner  
**Robert A. MacLean, M.D.**  
 Deputy Commissioner  
 Field-based Services  
**Hanna L. Allen**  
 Deputy Commissioner  
 Management and Administration  
 Permit No. 1452  
 Foundation: N 31°34.40' W 104°34.33'

1100 West 48th Street  
 Austin, Texas 78756  
 (512) 438-1111

### Members of the Board

**Tom L. Anderson, D.D., Ch.D.**  
 Lawrence H. Polley, D.D., LL.M., M.P., D.Orthodont  
 Bob E. Chase, D.C., Secretary  
**Jeffrey M. Burson, LL.M.**  
 Don Edward Mott, Esq., LL.M., LL.M.  
 David H. Smith, Jr., M.D., LL.M.  
 Stephen S. Capron, Jr., M.D.  
 Robert G. Cunningham, D.D.S.  
 Dennis Mott, A.E.T.A.  
 Thomas J. Tamm  
 Joseph A. Lovvick, D.V.M.  
 Robert D. Moore, M.D., LL.M.  
 John P. Fry, Jr.  
 Richard W. Reynolds, D.D.  
 William J. Rouse, M.D.  
 Robert Smith  
 Barbara J. Stum, D.P.W.  
 Ann M. Tamm, D.D.

**PERMIT FOR A MUNICIPAL SOLID WASTE FACILITY**  
 Issued under jurisdiction of Article 4177-7, Vernon's  
 Texas Civil Statutes, and the Texas Department of Health's  
 "Municipal Solid Waste Management Regulations"

**Applicant:**  
 El Paso County  
 City-County Building  
 300 S. San Antonio Street  
 El Paso, Texas 79901

**Site Owner:**  
 City of El Paso  
 No. 3 Civic Center Plaza  
 El Paso, Texas 79999

**Legal Description of Site:** The legal description as submitted with the application is hereby made a part of this permit.

**Site and Location of Site:** The site consists of 200,0001 acres of land and is located within the northwestern corner of the city limits of El Paso near Guenther, on (1) nine north of the intersection of Loop 373 and US 10, and 1,000 feet east of US 10, in El Paso County.

**Operational Classification of Site:** Type 1

**Waste Disposal Methods Used at Site:** Trench method of disposal with capacities of solid waste and cover with a minimum of six (6) inches of compacted earth not less than three (3) inches per day of operation.

**Description of Waste Materials Processed at Site:** Solid waste under the regulatory jurisdiction of the Texas Department of Health, when disposed of or processed in accordance with the Department's "Municipal Solid Waste Management Regulations."

**Findings of Fact and Conclusions of Law:** Attached hereto and made a part hereof.

**Standard Provisions:** Acceptance of this permit constitutes an acknowledgment that the permittee will comply with all of the terms, provisions, conditions, limitations and other restrictions embodied in this permit; with the "Municipal Solid Waste Management Regulations" of the Texas Department of Health; and with the pertinent laws of the State of Texas.

**Special Provisions:** See Attachment - "Special Provisions for Municipal Solid Waste Permit No. 1452."

This permit will be valid until cancelled or revoked by the Commissioner of Health of the Texas Department of Health or until the site is completely filled and rendered unusable, whichever occurs first.

Given under my hand and Seal of Office at Austin, Texas, on the 15th day of January, 1983.

*Robert Bernstein*  
 Robert Bernstein, M.D., F.A.C.P.

WSE

SPECIAL PROVISIONS FOR INDUSTRIAL SOLID WASTE PERMIT NO. 1118

Groundwater Protection:

1. The permittee shall install soil moisture samplers (shown on Attachment A1 of the Site Development Plan). The bottoms of the samplers shall be placed at least six (6) feet below the deepest vents of ground extraction.
2. The permittee shall monitor the samplers (hydrologs) ~~monthly~~ for the presence/accumulation of moisture and shall report the monitoring results to the Department ~~annually~~.
3. The abandoned storage on the site shall be filled with native soil prior to the deposition of any solid waste.

WTR

TEXAS DEPARTMENT OF HEALTH



MUNICIPAL SOLID WASTE MANAGEMENT FACILITY

By Executive Order in accordance with the Solid Waste Disposal Act, Article 4675-D, V.T.C.S., and the Municipal Solid Waste Management Regulations of the Texas Department of Health, the following person has been authorized to operate the municipal solid waste management facility described below and has been issued Permit No. 1411, Class B-1, by the Department, in witness whereof:

SE Peter County  
City-County Building  
Box 2, Box Authority House  
SE Post, Texas 75967

This municipal solid waste management facility consists of a 1,000,000-gallon site lot in SE Post County, and is located as follows:

The site consists of 140.000 acres of land and is located within the northern corner of the city limits of SE Post and Comilla, the 121 miles north of the intersection of Loop 875 and SH 14, and 1.851 feet east of SH 14.



*Robert Pennington, M.D.*  
Robert Pennington, M.D., F.A.C.P.  
Commissioner of Health

\*334

11

WSE

AFFIDAVIT TO THE PUBLIC

RECEIVED

MAR 22 2011

RECORDS SECTION

STATE OF TEXAS

COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Abdo H. Crescen, in his capacity as County Judge, and who after being by me duly sworn, testified that the County of El Paso is the record owner of the parcel 1941 or part of said land and being situated in El Paso County, Texas, and being more particularly described as follows:

A site located 1100' area parcel of land out of Lease Mundy Survey No. 234 and Wells Mundy Survey No. 345.

The undersigned further certifies that from the year 1983, to the year 2010, there was operated on the aforesaid tract of land a business of a Waste Disposal Site. Specifically, such use is more particularly described as that part of the aforesaid tract described as follows:

Description of a 21.26 acre parcel of land out of Lease Mundy Survey No. 234, in El Paso County, Texas and being more particularly described by course and bounds as follows:

Beginning at a point which marks the Southeast corner of Lease Mundy Survey No. 234 and the Northwest corner of Lease Mundy Survey No. 237; Thence, North a distance of 252.00 feet to a point; Thence, West a distance of 1437.74 feet to a point; Thence, North 00° 04' 20" East a distance of 620.00 feet to a point; Thence, West a distance of 40.00 feet to a point, said point also being the "True Point of Beginning."

Thence, North 00° 04' 20" East a distance of 1586.00 feet to a point; Thence, East a distance of 703.00 feet to a point; Thence, South 00° 04' 20" West a distance of 620.00 feet to a point; Thence, East a distance of 230.00 feet to a point; Thence, South 00° 04' 20" West a distance of 620.00 feet to a point; Thence, West a distance of 688.00 feet to a point; Thence, North 00° 04' 20" East a distance of 295.00 feet to a point; Thence, West a distance of 370.00 feet to the "Point of Beginning" and containing 270,000.00 square feet or 6.2228 acres of land more or less.

Further, the undersigned, Abdo H. Crescen, was the operator of such Waste Disposal Site.

Notice is hereby provided in any future order or view of the site to consult with the Texas Natural Resource Conservation Commission, prior to clearing or disturbing or in any way modifying the disturbance of the landfill cover or regrading system.

WITNESS MY HAND and SEAL this 21 day of March, 2011.

El Paso County, Texas  
County Judge  
Abdo H. Crescen  
County Judge

WJF

SWORN TO AND SUBSCRIBED before me on this the 21 day of June, 2007.



*[Handwritten Signature]*  
Notary Public in and for  
the State of Texas

WFR

## Central Registry

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

**Detail of: Municipal Solid Waste Disposal Permit 1698**

For: **EL PASO COUNTY LANDFILL (RN102000023)**

APPROXIMATELY 2 MILES NORTH OF INTERSECTION IH 10

Permit Status: **CANCELLED**

Held by: **El Paso County (CN600342695)** [View 'Issued To' History](#)

[N/A View Compliance History](#)

Mailing Address: 500 E SAN ANTONIO AVE EL PASO, TX 79901 -2419

## Correspondence Tracking

Tracking No.	Received/Sent	Direction	Type	Subject	Due Date	End Date	Document Date	Method
1028338	04/17/2000	INCOMING	CLOSURE	COMPLETION OF POST-CLOSURE CARE PERIOD AND PERMIT		04/17/2000		USPS
1028484	01/04/2000	INCOMING	INSPECTION	FINAL CLOSURE INSPECTION		01/04/2000		USPS
0905590	04/05/1984	INCOMING	NEW PERMIT APPLICATION					AUTOMATED

*WJC*

## Central Registry

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

Detail of: **Municipal Solid Waste Disposal Permit 1698**

For: **EL PASO COUNTY LANDFILL (RN102000023)**

APPROXIMATELY 2 MILES NORTH OF INTERSECTION IH 10

Permit Status: **CANCELLED**

Held by: **El Paso County (CN600342695)** View 'Issued To' History

N/A View Compliance History

Mailing Address: 500 E SAN ANTONIO AVE EL PASO, TX 79901 -2419

Legal	Description	Start Date	End Date	Type	Status	Status Date
1698	MSW PERMITS	04/09/1984	04/17/2000	PERMIT	REVOKED	04/17/2000

Tracking No.	Type	Value	Start Date	End Date
1031412	APPLICATION RECEIVED	NEW APPLICATION	04/09/1984	01/29/1985
1037422	PROJECT MANAGER	NWC	04/09/1984	

Physical	Description	Start Date	Type	Status	Status Date
EL PASO COUNTY LANDFILL		04/09/1984	1	CLOSED	03/29/1994

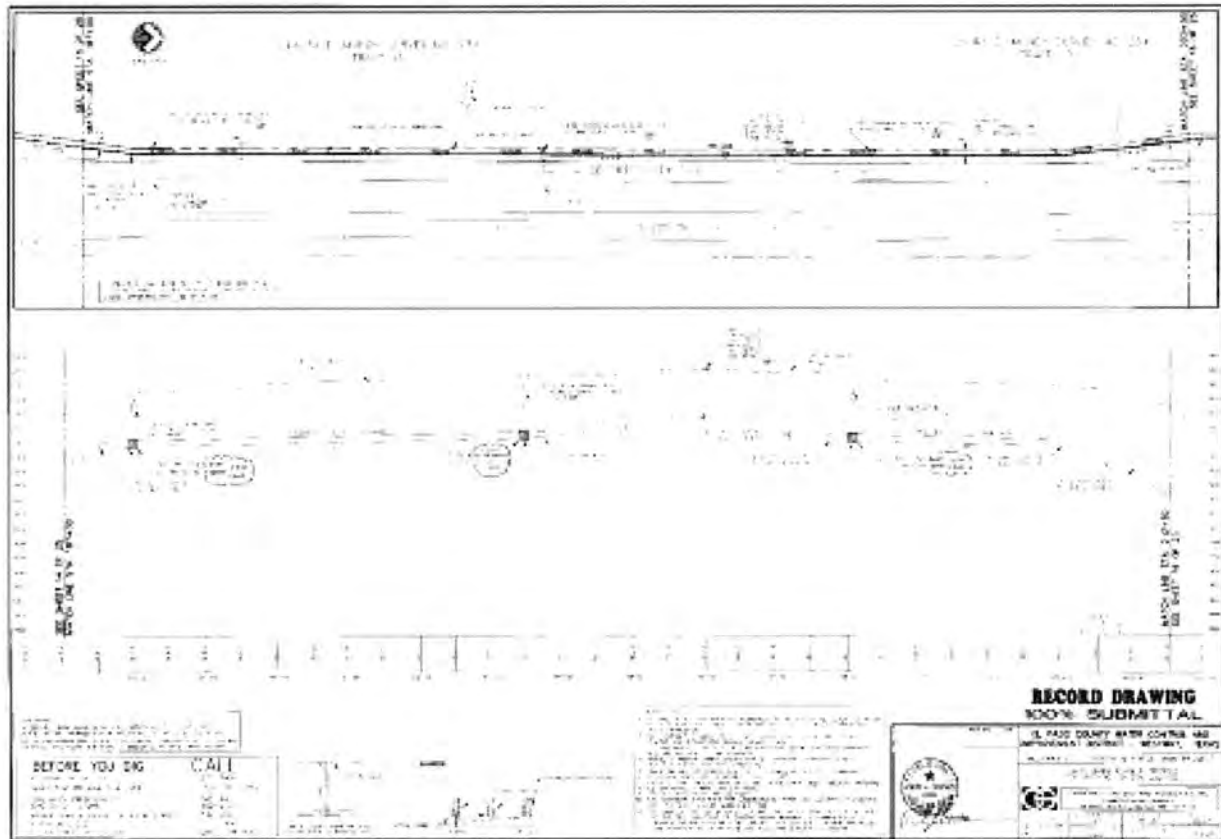
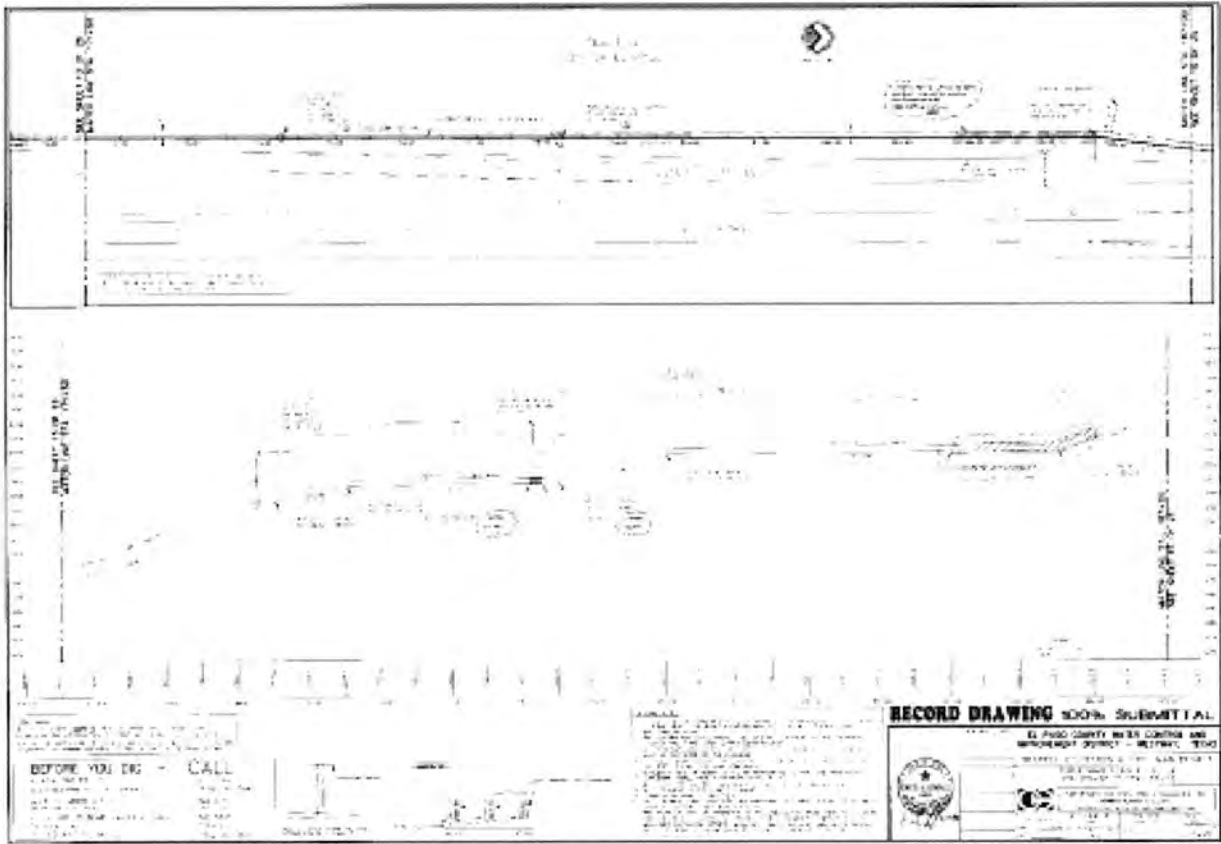
Tracking No.	Type	Value	Start Date	End Date
1043173	PERMITTED ACREAGE	100 ACRES	04/09/1984	
1053793	RIVER BASIN CODE	RIO GRANDE RIVER BASIN	04/09/1984	
1049520	TONS PER DAY	40	04/09/1984	
1066897	1ST QUARTER FACILITY REPORT	1994 FISCAL YEAR	09/01/1993	11/30/1993
1065169	1ST QUARTER FACILITY REPORT	1993 FISCAL YEAR	09/01/1992	11/30/1992
1067239	2ND QUARTER FACILITY REPORT	1994 FISCAL YEAR	12/01/1993	02/28/1994
1065597	2ND QUARTER FACILITY REPORT	1993 FISCAL YEAR	12/01/1992	02/28/1993
1067397	3RD QUARTER FACILITY REPORT	1994 FISCAL YEAR	03/01/1994	05/31/1994

1066048	3RD QUARTER FACILITY REPORT	1993 FISCAL YEAR	03/01/1993	05/31/1993
1066360	4TH QUARTER FACILITY REPORT	1993 FISCAL YEAR	06/01/1993	08/31/1993
1045442	POPULATION SERVED	53545	04/09/1984	

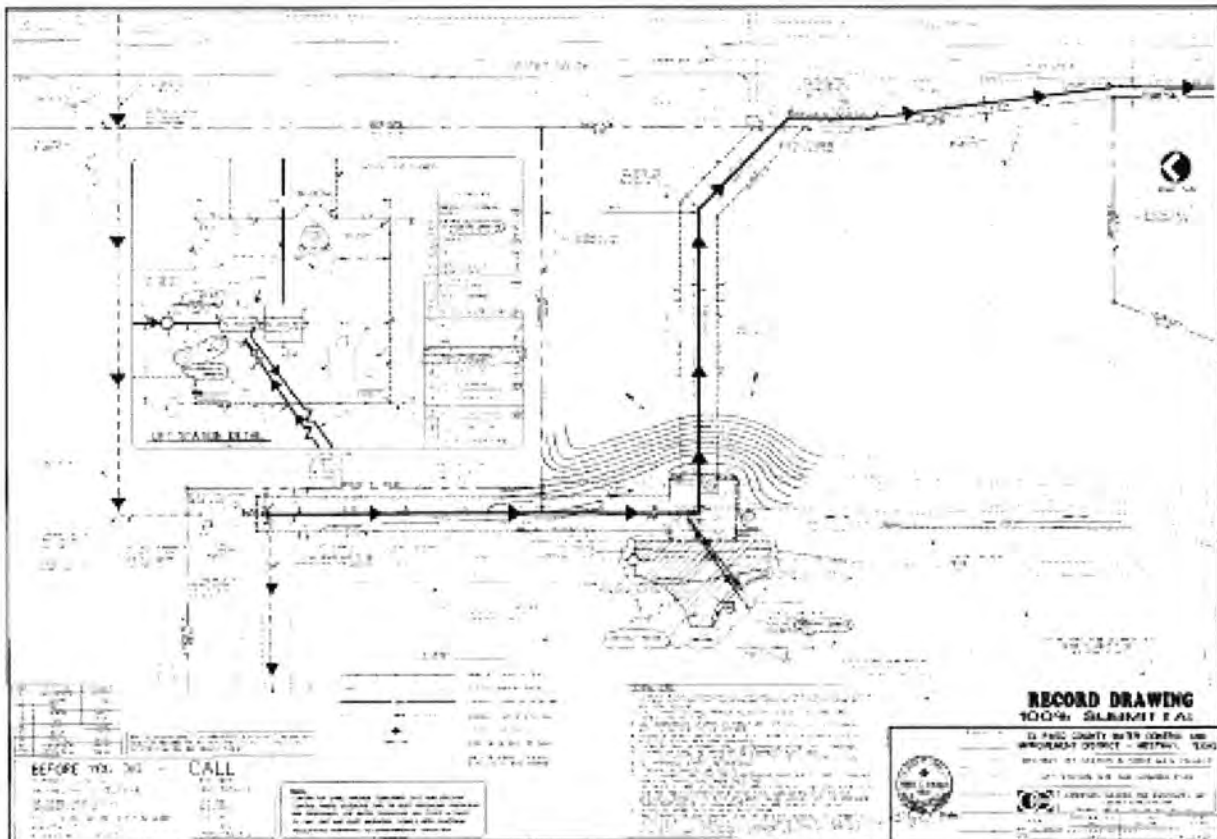
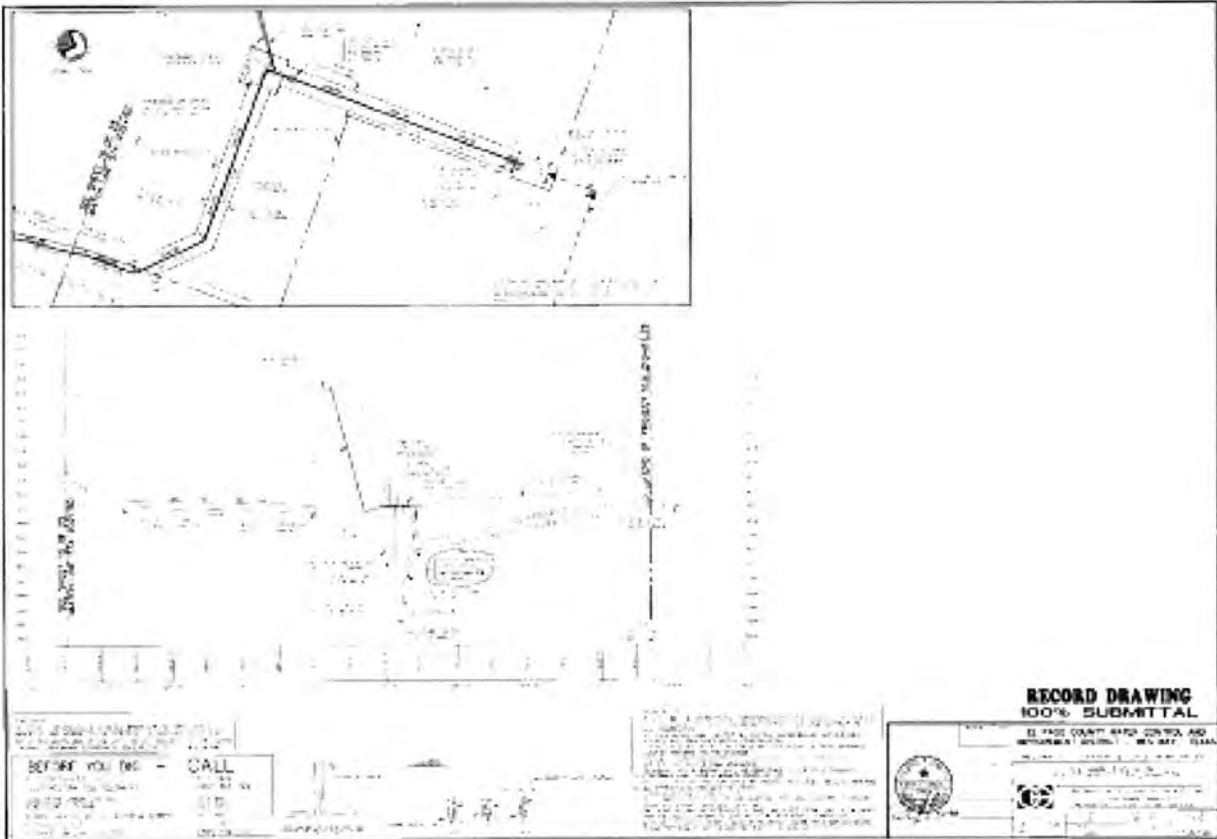
[Site Help](#) | [Disclaimer](#) | [Web Policies](#) | [Accessibility](#) | [Our Compact with Texans](#) | [TCEQ Homeland Security](#) | [Contact Us](#) | [Central Registry](#) | [Search Hints](#) | [Report Data Errors](#)  
[Statewide Links](#): [Texas.gov](#) | [Texas Homeland Security](#) | [TRAIL Statewide Archive](#) | [Texas Veterans Portal](#)

© 2002 - 2018 Texas Commission on Environmental Quality

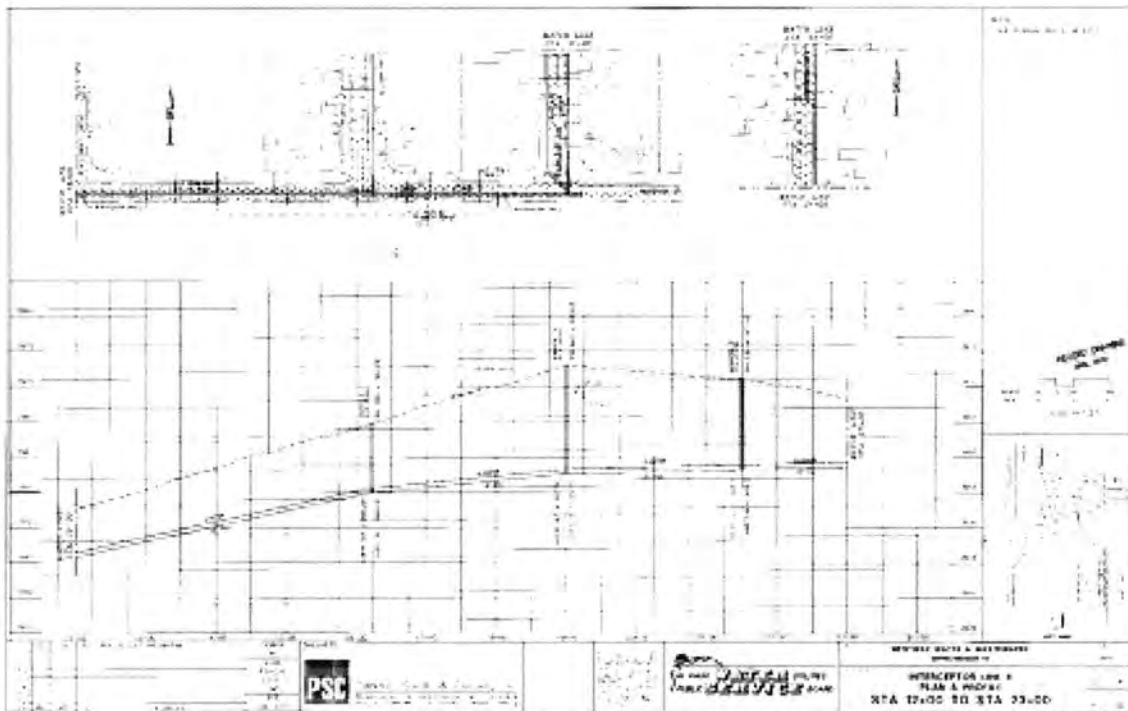
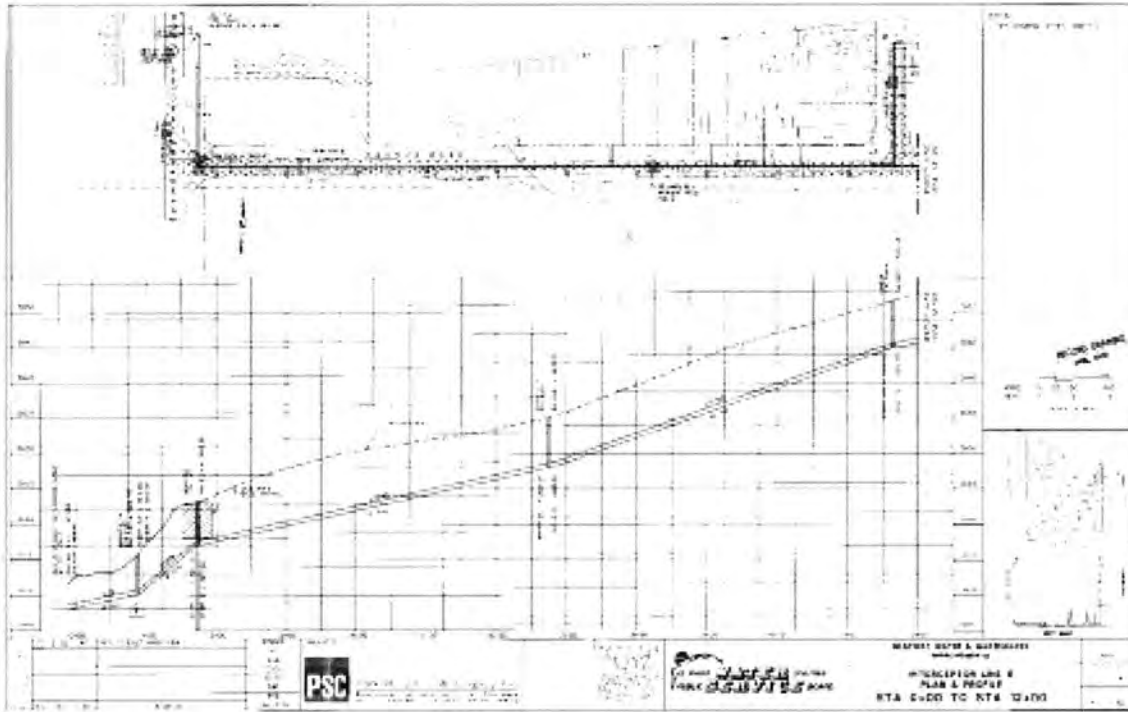
*WJC*



WJSC



*WSP*

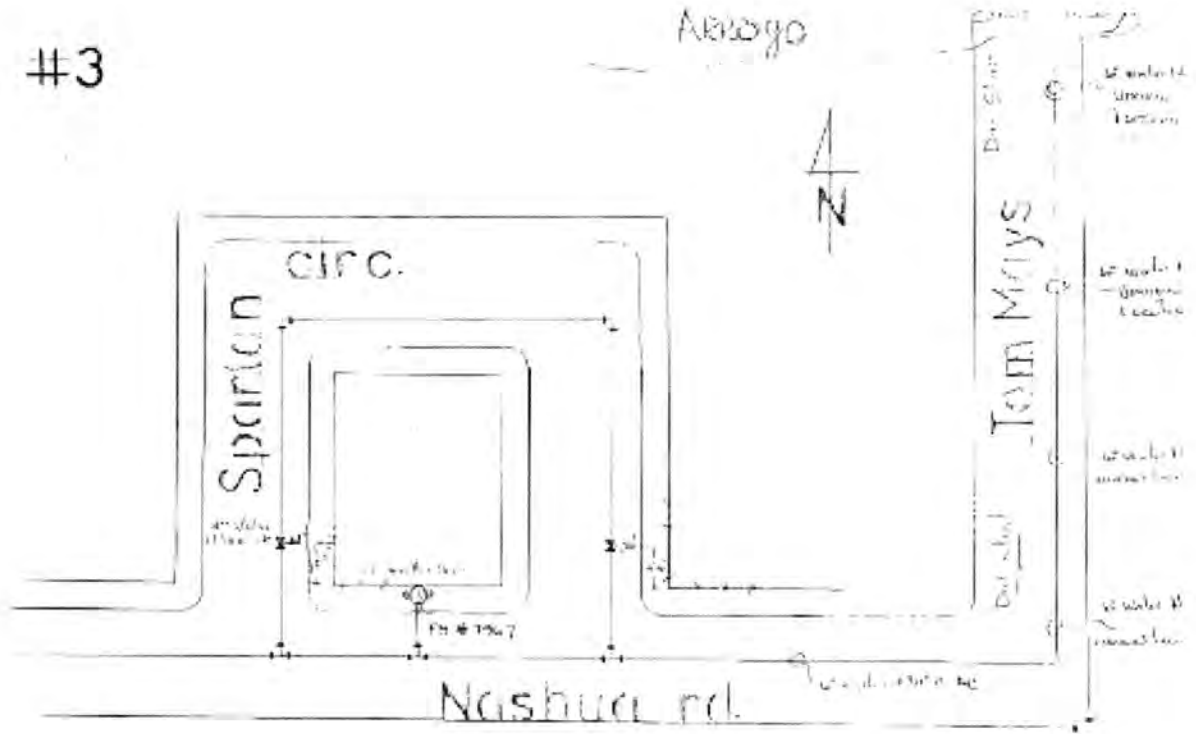


WJR





#3



to 1144  
E. 1/2

LJC



To whom it may concern,

RE: Water and Sewer Availability for Northwest Land - 330 acres

The letter is in response to the request regarding water and sewer availability for the property referenced above.

Major water and sewer infrastructure is required to serve the entire 330 acres of land

**Water:**

The subject property falls entirely within the Coronado Country Club 1 Pressure Zone. This pressure zone has a maximum service elevation of 4,270 feet (City Datum).

Service to the subject property requires the design and construction of a portion of the Transmountain System listed below, and a 16-inch water transmission main parallel to IH10 within an easement.

- Transmountain #1 Tank
- Transmountain #1 Booster Station
- Transmountain #2 Tank
- Transmountain #1 48" Water Transmission main
- Transmountain #2 Water Transmission main

The projects are currently anticipated to start design on the fiscal year 2023-2024.

**Sewer:**

The wastewater in the vicinity of this area is collected into the Westway III Lift Station: an 850-gpm firm capacity lift station. This lift station discharges thru a 10-inch diameter force main and then into a 15-inch diameter gravity main along the westside of IH10.

A sewer study will be required to determine the upgrades to the existing lift station and/or downstream sewer systems (off-site extensions/relief lines).

**General:**

A new service application is required to provide water and sewer services. The following items are required at the time of application: copy of subdivision plat (digital and hard copy); a set of complete subdivision improvements plans, including landscaping plans, benchmark check and construction schedule.

*Northwest Land 336 acres*

*July 1, 2020*

*Page 2 of 2*

Service will be provided in accordance with the current El Paso Water- Public Service Board Rules and Regulations. The Owner/Developer is responsible for the cost of any necessary on-site and off-site main extensions, relocations or adjustments of water and sanitary sewer mains and appurtenances.

Interstate Highway 10 is a Texas Department of Transportation (TXDOT) right-of-way. All proposed utility work within this right-of-way requires written permission from TXDOT.

Sincerely,

*A. Castillo*

Adriana L. Castillo, P. E.  
Engineering Division Manager  
Planning and Development

*WBC*

**EL PASO WATER  
PURCHASING DEPARTMENT  
1154 HAWKINS BLVD.  
EL PASO, TEXAS 79925**

**SALE OF REAL ESTATE – APPROXIMATELY 330.26 ACRES (320.26 NET ACRES)**

**BID NUMBER 26-20**

**ADDENDUM NUMBER 3**

**JULY 13, 2020**

**Attention of all bidders is directed to the following addendum to this Bid Proposal:**

**A. Response(s) to Bidder's question(s):**

- **Question:** Notwithstanding the language in the Bid Packet, isn't it a State requirement under the Natural Resources Code - Antiquities Code that a political subdivision must perform an archeological survey and identify State Archeological Landmarks prior to selling land? Has the EPWU performed an archeological survey and have Landmarks been identified?

**Answer:** No, this is the successful bidder's responsibility.

- **Question:** Will the EPWU grant right-of-way and other easements for roads, utilities and drainage over the Avispa Canyon parcel? Can an easement or dedication agreement template be worked out previous to the bid date?

**Answer:** The right-of-way and/or easement agreements can be worked out for proposed crossings of the Avispa Canyon with streets, utilities, and drainage improvements after the improvements and locations have been identified. EPWU will not issue a template before the bid opening.

Bidder shall acknowledge receipt of this addendum and submit this acknowledgment with their bid submittal. Failure to acknowledge addendum(s), may result in rejection of bid.

  
Gretchen Garcia  
Procurement Analyst

  
BIDDER'S ACKNOWLEDGEMENT OF RECEIPT

  
Bidder's

WJC

EXHIBIT E

CURRENT APPLICABLE CIP

CIP	CIP + Program	Phase / Activity	Business Unit	Program Name	Project Name	ProjectNo.	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
W020002	W020002 Elevated Water Storage Tanks North 2, Ventanas, Memphis	Design	Water	Elevated Water Storage Tanks North 2, Ventanas, Memphis	Memphis Tank Air Treatment Units	W020002-01	100,000					
W020002	W020002 Elevated Water Storage Tanks North 2, Ventanas, Memphis	CM Services	Water	Elevated Water Storage Tanks North 2, Ventanas, Memphis	Memphis Tank Air Treatment Units	W020002-01		20,000	240,000	50,000		
W020002	W020002 Elevated Water Storage Tanks North 2, Ventanas, Memphis	Construction	Water	Elevated Water Storage Tanks North 2, Ventanas, Memphis	Memphis Tank Air Treatment Units	W020002-01		100,000	2,400,000	500,000		
W020003	W020003 Franklin East #1A Elevated Storage Tank (3MG) (IF)	Design	Water	Franklin East #1A Elevated Storage Tank (3MG) (IF)	Franklin East #1A Elevated Storage Tank (3MG) - Air Treatment Units (IF)	W020003-01				150,000	100,000	
W020003	W020003 Franklin East #1A Elevated Storage Tank (3MG) (IF)	Construction	Water	Franklin East #1A Elevated Storage Tank (3MG) (IF)	Franklin East #1A Elevated Storage Tank (3MG) - Air Treatment Units (IF)	W020003-01		900,000	215,000		20,000	1,290,000
W020006	W020006 North Hills Tank Interior Coating Rehabilitation	Design	Water	North Hills Tank Interior Coating Rehabilitation	North Hills Tank Interior Coating Rehabilitation	W020006-01	95,000					
W020007	W020007 Sursel Tank Rehabilitation	Design	Water	Sursel Tank Rehabilitation	Sursel Tank Rehabilitation	W020007-01	87,000					
W020007	W020007 Sursel Tank Rehabilitation	Construction	Water	Sursel Tank Rehabilitation	Sursel Tank Rehabilitation	W020007-01	558,000	3,013,000	1,118,000			
W020008	W020008 Health De Leon Tank	Design	Water	Health De Leon Tank	Health De Leon Tank & Pump Station	W020008-01	100,000					
W020008	W020008 Health De Leon Tank	CM Services	Water	Health De Leon Tank	Health De Leon Tank & Pump Station	W020008-01		30,000	465,000	465,000	240,000	
W020008	W020008 Health De Leon Tank	Construction	Water	Health De Leon Tank	Health De Leon Tank & Pump Station	W020008-01		500,000	7,750,000	7,750,000	4,000,000	
W020010	W020010 Montana East (2.5MG) Tank (IF)	CM Services	Water	Montana East 2.5 MG Tank	Montana East (2.5MG) Tank (IF)	W020010-01	25,000					
W020010	W020010 Montana East (2.5MG) Tank (IF)	Construction	Water	Montana East 2.5 MG Tank	Montana East (2.5MG) Tank (IF)	W020010-01	714,000					
W020012	W020012 Vinton (Westway) (1.25MG) Tank	Design	Water	Vinton (Westway) 1.25MG Tank	Vinton (Westway) (1.25MG) Tank	W020012-01	9,400					
W020012	W020012 Vinton (Westway) (1.25MG) Tank	CM Services	Water	Vinton (Westway) 1.25MG Tank	Vinton (Westway) (1.25MG) Tank	W020012-01	321,000					
W020012	W020012 Vinton (Westway) (1.25MG) Tank	Construction	Water	Vinton (Westway) 1.25MG Tank	Vinton (Westway) (1.25MG) Tank	W020012-01	940,000	1,775,000				
W020013	W020013 Rosemont Tank Replacement - Facilities Master Plan	Design	Water	Rosemont Tank Replacement - Facilities Master Plan	Rosemont Tank (2.5MG) Redundancy (Facilities Master Plan)	W020013-01	274,000	150,000				
W020013	W020013 Rosemont Tank Replacement - Facilities Master Plan	CM Services	Water	Rosemont Tank Replacement - Facilities Master Plan	Rosemont Tank (2.5MG) Redundancy (Facilities Master Plan)	W020013-01			50,000	800,000	150,000	
W020013	W020013 Rosemont Tank Replacement - Facilities Master Plan	Construction	Water	Rosemont Tank Replacement - Facilities Master Plan	Rosemont Tank (2.5MG) Redundancy (Facilities Master Plan)	W020013-01			500,000	4,750,000	4,750,000	
W020015	W020015 Rancho Real (2MG) Tank (IF)	Construction	Water	Rancho Real 2MG Tank	Rancho Real (2MG) Tank (IF)	W020015-01	801,000					
W020016	W020016 Zaragoza C Elevated Tanks & Air Treatment Units	Design	Water	Zaragoza C Elevated Tanks & Air Treatment Units	Zaragoza C Ground Storage Tanks, Air Treatment Units, PS Piping	W020016-01	492,000	400,000				
W020016	W020016 Zaragoza C Elevated Tanks & Air Treatment Units	CM Services	Water	Zaragoza C Elevated Tanks & Air Treatment Units	Zaragoza C Ground Storage Tanks, Air Treatment Units, PS Piping	W020016-01					50,000	400,000
W020016	W020016 Zaragoza C Elevated Tanks & Air Treatment Units	Construction	Water	Zaragoza C Elevated Tanks & Air Treatment Units	Zaragoza C Ground Storage Tanks, Air Treatment Units, PS Piping	W020016-01						4,080,000
W020017	W020017 Celio Vista Tank Improvements	Design	Water	Celio Vista Tanks	Celio Vista Ground Tanks Improvements	W020017-01	12,000					
W020017	W020017 Celio Vista Tank Improvements	CM Services	Water	Celio Vista Tanks	Celio Vista Ground Tanks Improvements	W020017-01	50,000	100,000				
W020017	W020017 Celio Vista Tank Improvements	Construction	Water	Celio Vista Tanks	Celio Vista Ground Tanks Improvements	W020017-01	300,000	1,000,000	200,000			
W020017	W020017 Celio Vista Tank Improvements	Design	Water	Celio Vista Tanks	Celio Vista (3MG) Elevated Tank (Airport PZ)	W020017-02				50,000		
W020017	W020017 Celio Vista Tank Improvements	CM Services	Water	Celio Vista Tanks	Celio Vista (3MG) Elevated Tank (Airport PZ)	W020017-02						400,000
W020017	W020017 Celio Vista Tank Improvements	Construction	Water	Celio Vista Tanks	Celio Vista (3MG) Elevated Tank (Airport PZ)	W020017-02						2,160,000
W020018	W020018 Mountain Park #1C Tank (New)	Planning	Water	Mountain Park #1C Tank (New)	Mountain Park #1C Tank (New)	W020018-01						
W020018	W020018 Mountain Park #1C Tank (New)	Design	Water	Mountain Park #1C Tank (New)	Mountain Park #1C Tank (New)	W020018-01	207,000					
W020018	W020018 Mountain Park #1C Tank (New)	CM Services	Water	Mountain Park #1C Tank (New)	Mountain Park #1C Tank (New)	W020018-01			14,000	156,000	25,000	
W020018	W020018 Mountain Park #1C Tank (New)	Construction	Water	Mountain Park #1C Tank (New)	Mountain Park #1C Tank (New)	W020018-01			280,000	3,120,000	500,000	
W020019	W020019 Festival 1 Tank - (2MG) Tank Coatings Rehabilitation	Design	Water	Festival 1 Tank - (2MG) Tank Coatings Rehabilitation	Festival 1 Tank - (2MG) Tank Coatings Rehabilitation	W020019-01						
W020019	W020019 Festival 1 Tank - (2MG) Tank Coatings Rehabilitation	CM Services	Water	Festival 1 Tank - (2MG) Tank Coatings Rehabilitation	Festival 1 Tank - (2MG) Tank Coatings Rehabilitation	W020019-01						
W020019	W020019 Festival 1 Tank - (2MG) Tank Coatings Rehabilitation	Construction	Water	Festival 1 Tank - (2MG) Tank Coatings Rehabilitation	Festival 1 Tank - (2MG) Tank Coatings Rehabilitation	W020019-01						
W020020	W020020 Eastwood Reservoir Roof Improvements	Design	Water	Eastwood Reservoir Roof Improvements	Eastwood Reservoir Roof Improvements	W020020-01	154,000	50,000				
W020020	W020020 Eastwood Reservoir Roof Improvements	CM Services	Water	Eastwood Reservoir Roof Improvements	Eastwood Reservoir Roof Improvements	W020020-01			200,000	100,000		
W020020	W020020 Eastwood Reservoir Roof Improvements	Construction	Water	Eastwood Reservoir Roof Improvements	Eastwood Reservoir Roof Improvements	W020020-01			2,000,000	2,000,000	1,800,000	
W020021	W020021 High Chaparral (3.5MG) Reservoir Rehabilitation	D/C/ONS	Water	High Chaparral 3.5MG Reservoir	High Chaparral (3.5MG) Reservoir Rehabilitation - Coatings	W020021-01	783,000	2,740,000	391,500			
W020022	W020022 Road Road (4MG) Reservoir Rehabilitation	Design	Water	Road Road 4MG Reservoir Rehabilitation	Road Road (4MG) Reservoir Rehabilitation - Coatings	W020022-01						
W020022	W020022 Road Road (4MG) Reservoir Rehabilitation	CM Services	Water	Road Road 4MG Reservoir Rehabilitation	Road Road (4MG) Reservoir Rehabilitation - Coatings	W020022-01	24,000					
W020022	W020022 Road Road (4MG) Reservoir Rehabilitation	Construction	Water	Road Road 4MG Reservoir Rehabilitation	Road Road (4MG) Reservoir Rehabilitation - Coatings	W020022-01	1,600,000					
W020023	W020023 Franklin East #1B (3MG) Ground	Design	Water	Franklin East #1B (3MG) Ground	Franklin East #1B (3MG) Ground (CMAR)	W020023-01	150,000	350,000				

EXHIBIT "E"

CIP	CIP + Program	Phase / Activity	Business Unit	Program Name	Project Name	ProjectNo.	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
W020023	W020023 Franklin East #1B (3MG) Ground	CM Services	Water	Franklin East #1B (3MG) Ground	Franklin East #1B (3MG) Ground (CMAR)	W020023-01		>>>	>>>	1,000	80,000	80,000
W020023	W020023 Franklin East #1B (3MG) Ground	Construction	Water	Franklin East #1B (3MG) Ground	Franklin East #1B (3MG) Ground (CMAR)	W020023-01		>>>	>>>	1,000	800,000	1,800,000
W020024	W020024 Northeast Well Supply Tank (2MG) (IF)	Design	Water	Northeast Well Supply Tank (IF) (2MG)	Northeast Well Supply Tank (2MG) (IF)	W020024-01			50,000			
W020024	W020024 Northeast Well Supply Tank (2MG) (IF)	CM Services	Water	Northeast Well Supply Tank (IF) (2MG)	Northeast Well Supply Tank (2MG) (IF)	W020024-01				50,000	300,000	200,000
W020024	W020024 Northeast Well Supply Tank (2MG) (IF)	Construction	Water	Northeast Well Supply Tank (IF) (2MG)	Northeast Well Supply Tank (2MG) (IF)	W020024-01				200,000	2,250,000	1,800,000
W020025	W020025 Pico Norte Elevated Tank (Airport P2) (3MG)	Design	Water	Pico Norte Elevated Tank (Airport P2) (3MG)	Pico Norte Elevated Tank (Airport P2) (3MG)	W020025-01	38,000	100,000	15,000			
W020025	W020025 Pico Norte Elevated Tank (Airport P2) (3MG)	Land Acquisition	Water	Pico Norte Elevated Tank (Airport P2) (3MG)	Pico Norte Elevated Tank (Airport P2) (3MG)	W020025-01	500,000	3,000,000	300,000			
W020025	W020025 Pico Norte Elevated Tank (Airport P2) (3MG)	CM Services	Water	Pico Norte Elevated Tank (Airport P2) (3MG)	Pico Norte Elevated Tank (Airport P2) (3MG)	W020025-01		>>>	50,000	350,000	200,000	
W020025	W020025 Pico Norte Elevated Tank (Airport P2) (3MG)	Construction	Water	Pico Norte Elevated Tank (Airport P2) (3MG)	Pico Norte Elevated Tank (Airport P2) (3MG) and Air Treatment Units	W020025-01		>>>	200,000	3,061,000	3,061,000	
W020026	W020026 Ridgcrest Tank (2MG)	Design	Water	Ridgcrest Tank (2MG)	Ridgcrest (Alcoa) Tank (2MG)	W020026-01	365,000					
W020026	W020026 Ridgcrest Tank (2MG)	Land Acquisition	Water	Ridgcrest Tank (2MG)	Ridgcrest (Alcoa) Tank (2MG)	W020026-01	4,702,000					
W020026	W020026 Ridgcrest Tank (2MG)	CM Services	Water	Ridgcrest Tank (2MG)	Ridgcrest (Alcoa) Tank (2MG)	W020026-01		>>>	140,000	580,000		
W020026	W020026 Ridgcrest Tank (2MG)	Construction	Water	Ridgcrest Tank (2MG)	Ridgcrest (Alcoa) Tank (2MG)	W020026-01		>>>	1,400,000	5,600,000		
W020027	W020027 East High PZ Loma Real Distribution Tank (5MG)	Planning	Water	East High PZ Loma Real Distribution Tank (5MG)	East High PZ Loma Real Distribution Tank (5MG) (CMAR)	W020027-01						
W020027	W020027 East High PZ Loma Real Distribution Tank (5MG)	Design	Water	East High PZ Loma Real Distribution Tank (5MG)	East High PZ Loma Real Distribution Tank (5MG) (CMAR)	W020027-01	300,000					
W020027	W020027 East High PZ Loma Real Distribution Tank (5MG)	CM Services	Water	East High PZ Loma Real Distribution Tank (5MG)	East High PZ Loma Real Distribution Tank (5MG) (CMAR)	W020027-01		>>>	>>>	180,000	140,000	180,000
W020027	W020027 East High PZ Loma Real Distribution Tank (5MG)	Construction	Water	East High PZ Loma Real Distribution Tank (5MG)	East High PZ Loma Real Distribution Tank (5MG) (CMAR)	W020027-01		>>>	>>>	1,800,000	3,600,000	3,600,000
W020028	W020028 Airport Tank Rehabilitation (4MG)	Design	Water	Airport Tank Rehabilitation (4MG)	Airport Tank Rehabilitation (4MG)	W020028-01						
W020028	W020028 Airport Tank Rehabilitation (4MG)	CM Services	Water	Airport Tank Rehabilitation (4MG)	Airport Tank Rehabilitation (4MG)	W020028-01						
W020028	W020028 Airport Tank Rehabilitation (4MG)	Construction	Water	Airport Tank Rehabilitation (4MG)	Airport Tank Rehabilitation (4MG)	W020028-01						
W020029	W020029 Cedar Oak (3MG) Tank	Design	Water	Cedar Oak 4MG Tank	Cedar Oak (3MG) Tank (Airport P2)	W020029-01	100,000	500,000				
W020029	W020029 Cedar Oak (3MG) Tank	Land Acquisition	Water	Cedar Oak 4MG Tank	Cedar Oak (3MG) Tank (Airport P2)	W020029-01	287,000					
W020029	W020029 Cedar Oak (3MG) Tank	CM Services	Water	Cedar Oak 4MG Tank	Cedar Oak (3MG) Tank (Airport P2)	W020029-01		>>>	>>>	>>>	>>>	>>>
W020029	W020029 Cedar Oak (3MG) Tank	Construction	Water	Cedar Oak 4MG Tank	Cedar Oak (3MG) Tank (Airport P2)	W020029-01		>>>	>>>	>>>	>>>	>>>
W020030	W020030 Aircraft 2R - (2MG) Reservoir Upgrades	Design	Water	Aircraft 2R - (2MG) Reservoir Upgrades	Aircraft 2RW - (2MG) Reservoir Upgrades	W020030-01	#REF!					
W020030	W020030 Aircraft 2R - (2MG) Reservoir Upgrades	Construction	Water	Aircraft 2R - (2MG) Reservoir Upgrades	Aircraft 2RW - (2MG) Reservoir Upgrades	W020030-01	#REF!	75,000	280,000			
W020031	W020031 Transmountain NW 1A Tank (4MG) (IF)	Design	Water	Transmountain NW 1A Tank (4MG) (IF)	Transmountain NW 1A Tank (4MG) (IF) (CMAR)	W020031-01	500,000	250,000				
W020031	W020031 Transmountain NW 1A Tank (4MG) (IF)	CM Services	Water	Transmountain NW 1A Tank (4MG) (IF)	Transmountain NW 1A Tank (4MG) (IF) (CMAR)	W020031-01		>>>	>>>	400,000	400,000	300,000
W020031	W020031 Transmountain NW 1A Tank (4MG) (IF)	Construction	Water	Transmountain NW 1A Tank (4MG) (IF)	Transmountain NW 1A Tank (4MG) (IF) (CMAR)	W020031-01		>>>	>>>	500,000	8,000,000	6,000,000
W020032	W020032 Transmountain NW 2A Tank (3MG) (IF)	Planning	Water	Transmountain NW 2A Tank (3MG) (IF)	Transmountain NW 2A Tank (3MG) (IF) (CMAR)	W020032-01	82,000					
W020032	W020032 Transmountain NW 2A Tank (3MG) (IF)	Design	Water	Transmountain NW 2A Tank (3MG) (IF)	Transmountain NW 2A Tank (3MG) (IF) (CMAR)	W020032-01		400,000				
W020032	W020032 Transmountain NW 2A Tank (3MG) (IF)	CM Services	Water	Transmountain NW 2A Tank (3MG) (IF)	Transmountain NW 2A Tank (3MG) (IF) (CMAR)	W020032-01		>>>	>>>	100,000	200,000	200,000
W020032	W020032 Transmountain NW 2A Tank (3MG) (IF)	Construction	Water	Transmountain NW 2A Tank (3MG) (IF)	Transmountain NW 2A Tank (3MG) (IF) (CMAR)	W020032-01		>>>	>>>	500,000	4,000,000	3,500,000
W020033	W020033 Cactus Hills Tank	Land Acquisition	Water	CCC3 PZ Improvements	Cactus Hills Tank	W020033-01		1,500,000	1,000,000			
W020033	W020033 Cactus Hills Tank	Design	Water	CCC3 PZ Improvements	Cactus Hills Tank	W020033-01			300,000	200,000		
W020033	W020033 Cactus Hills Tank	CM Services	Water	CCC3 PZ Improvements	Cactus Hills Tank	W020033-01						
W020033	W020033 Cactus Hills Tank	Construction	Water	CCC3 PZ Improvements	Cactus Hills Tank	W020033-01						
W020034	W020034 Montana East (Homestead II) (3MG) Tank	Design	Water	Montana East (Homestead II) 2.0MG Tank	Montana East (Homestead II) (3MG) Tank	W020034-01		400,000	350,000			
W020034	W020034 Montana East (Homestead II) (3MG) Tank	CM Services	Water	Montana East (Homestead II) 2.0MG Tank	Montana East (Homestead II) (3MG) Tank	W020034-01				35,000	280,000	105,000
W020034	W020034 Montana East (Homestead II) (3MG) Tank	Construction	Water	Montana East (Homestead II) 2.0MG Tank	Montana East (Homestead II) (3MG) Tank	W020034-01				500,000	4,000,000	1,500,000
W020035	W020035 Zaragosa Tank Rehabilitation	Design	Water	Zaragosa Tank Rehabilitation	Zaragosa (3MG) Tank Coatings Rehabilitation	W020035-01	150,000	50,000				
W020035	W020035 Zaragosa Tank Rehabilitation	CM Services	Water	Zaragosa Tank Rehabilitation	Zaragosa (3MG) Tank Coatings Rehabilitation	W020035-01		>>>	>>>	>>>	70,000	280,000
W020035	W020035 Zaragosa Tank Rehabilitation	Construction	Water	Zaragosa Tank Rehabilitation	Zaragosa (3MG) Tank Coatings Rehabilitation	W020035-01		>>>	>>>	>>>	700,000	2,800,000
W020035	W020035 Zaragosa Tank Rehabilitation	Design	Water	Zaragosa Tank Rehabilitation	Zaragosa (10MG) Concrete Tank Replacement	W020035-02				200,000	350,000	

WJTC

EXHIBIT 'E'

CIP	CIP + Program	Phase / Activity	Business Unit	Program Name	Project Name	ProjectNo.	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
W030016	W030016 CCC1 PZ Improvements - Pumping Systems (IF)	Construction	Water	CCC1 PZ Improvements - Pumping Systems	Artcraft #1 Pump Station Improvements (SMGD Expansion) (IF)	W030016-03		>>>	1,000,000	3,000,000	1,000,000	
W030027	W030027 Cactus Hill Booster Station (AMGD)	Design	Water	CCC3 PZ Improvements	Cactus Hill Booster Station (AMGD)	W030027-01		400,000	300,000			
W030027	W030027 Cactus Hill Booster Station (AMGD)	CM Services	Water	CCC3 PZ Improvements	Cactus Hill Booster Station (AMGD)	W030027-01			>>>	>>>	18,000	180,000
W030027	W030027 Cactus Hill Booster Station (AMGD)	Construction	Water	CCC3 PZ Improvements	Cactus Hill Booster Station (AMGD)	W030027-01			>>>	>>>	360,000	3,604,000
W030028	W030028 Vinton #2 Booster Station	Design	Water	CCC2 PZ Improvements	Vinton #2 Booster Station (SIS Analysis)	W030028-01					100,000	350,000
W030028	W030028 Vinton #2 Booster Station	CM Services	Water	CCC2 PZ Improvements	Vinton #2 Booster Station (SIS Analysis)	W030028-01						
W030028	W030028 Vinton #2 Booster Station	Construction	Water	CCC2 PZ Improvements	Vinton #2 Booster Station (SIS Analysis)	W030028-01			65,000			
W030029	W030029 Transmountain NWP2 Booster Station	Design	Water	CCC2 PZ Improvements	Transmountain NWP2 Booster Station (SIS Analysis)	W030029-01					1,000	65,000
W030029	W030029 Transmountain NWP2 Booster Station	CM Services	Water	CCC2 PZ Improvements	Transmountain NWP2 Booster Station (SIS Analysis)	W030029-01				1,000	550,000	550,000
W030029	W030029 Transmountain NWP2 Booster Station	Construction	Water	CCC2 PZ Improvements	Transmountain NWP2 Booster Station (SIS Analysis)	W030029-01					400,000	
W030017	W030017 McGregor Range BS at Franklin East	Design	Water	McGreggor Range BS - at Franklin East	McGreggor Range BS at Franklin East	W030017-01	>>>	>>>	>>>	>>>	>>>	200,000
W030017	W030017 McGregor Range BS at Franklin East	CM Services	Water	McGreggor Range BS - at Franklin East	McGreggor Range BS at Franklin East	W030017-01						
W030017	W030017 McGregor Range BS at Franklin East	Construction	Water	McGreggor Range BS - at Franklin East	McGreggor Range BS at Franklin East	W030017-01						2,000,000
W030018	W030018 McGregor Range Old Pump Station at Dyer - Decommissioning	Construction	Water	McGreggor Range Old Pump Station at Dyer - Decommissioning	McGreggor Range Old Pump Station at Dyer - Decommissioning	W030018-01				300,000		
W030019	W030019 Transmountain NW #1 (MGB) (IF)	Design	Water	Transmountain NW #1 (MGB) I.F.	Transmountain NW #1 (MGB) (IF) (CMAR)	W030019-01		>>>	200,000	300,000		
W030019	W030019 Transmountain NW #1 (MGB) (IF)	Construction	Water	Transmountain NW #1 (MGB) I.F.	Transmountain NW #1 (MGB) (IF) (CMAR)	W030019-01			>>>	1,400,000	3,500,000	2,100,000
W030020	W030020 Artcraft #2 (4.5MGD+1.5MGD) WWP	Design	Water	Artcraft #2 (4.5MGD+1.5MGD) WWP	Artcraft #2 (4.5MGD+1.5MGD) WWP	W030020-01		>>>	70,000	500,000		
W030020	W030020 Artcraft #2 (4.5MGD+1.5MGD) WWP	Construction	Water	Artcraft #2 (4.5MGD+1.5MGD) WWP	Artcraft #2 (4.5MGD+1.5MGD) WWP	W030020-01						
W030021	W030021 Franklin East #1 (4.75MGD) (IF)	Design	Water	Franklin East #1 (4.75 MGD)	Franklin East #1 (4.75MGD) (IF)	W030021-01						1,000,000
W030021	W030021 Franklin East #1 (4.75MGD) (IF)	Construction	Water	Franklin East #1 (4.75 MGD)	Franklin East #1 (4.75MGD) (IF)	W030021-01					100,000	220,000
W030022	W030022 Loma Real Pump Station (5MGD) Ph 2	Design	Water	Loma Real Pump Station (5MGD) Ph 2 (IF)	Loma Real Pump Station (5MGD) Ph 2	W030022-01		200,000				
W030022	W030022 Loma Real Pump Station (5MGD) Ph 2	CM Services	Water	Loma Real Pump Station (5MGD) Ph 2 (IF)	Loma Real Pump Station (5MGD) Ph 2	W030022-01					50,000	400,000
W030022	W030022 Loma Real Pump Station (5MGD) Ph 2	Construction	Water	Loma Real Pump Station (5MGD) Ph 2 (IF)	Loma Real Pump Station (5MGD) Ph 2	W030022-01					500,000	2,500,000
W030023	W030023 GLO Edgemere Pressure Zone Booster Station Upgrade	Design	Water	GLO Edgemere Pressure Zone Booster Station Upgrade	GLO Edgemere Pressure Zone Booster Station Upgrade	W030023-01						220,000
W030023	W030023 GLO Edgemere Pressure Zone Booster Station Upgrade	CM Services	Water	GLO Edgemere Pressure Zone Booster Station Upgrade	GLO Edgemere Pressure Zone Booster Station Upgrade	W030023-01						
W030023	W030023 GLO Edgemere Pressure Zone Booster Station Upgrade	Construction	Water	GLO Edgemere Pressure Zone Booster Station Upgrade	GLO Edgemere Pressure Zone Booster Station Upgrade	W030023-01						
W030025	W030025 Lindbergh Booster Station Improvements	Design	Water	Lindbergh Booster Station Improvements	Lindbergh Booster Station Improvements	W030025-01		140,000				
W030025	W030025 Lindbergh Booster Station Improvements	CM Services	Water	Lindbergh Booster Station Improvements	Lindbergh Booster Station Improvements	W030025-01			25,000	350,000	275,000	
W030025	W030025 Lindbergh Booster Station Improvements	Construction	Water	Lindbergh Booster Station Improvements	Lindbergh Booster Station Improvements	W030025-01			500,000	7,000,000	5,800,000	
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Robinson Street and Drainage Improvements	W040001-01						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Alicia Dr. Street Improvements	W040001-02						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	FlowerVal Vends St Drain Imp	W040001-03						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Pinocaton, Tulana, Valley View	W040001-04						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Toni Mary Jeanne	W040001-05						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Encino Street and Drainage Improvements	W040001-06						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	DeVargas (Spring 2019)	W040001-07						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Conzav Street and Drainage Improvements	W040001-08						
W040001	W040001 City of El Paso Paving Projects	Design	Water	City of El Paso Paving Projects	Railroad from Loop 375 to Dyer- Design	W040001-09						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	James Street	W040001-10						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Encino Street and Drainage Improvements Phase II	W040001-11		200,000				
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	ElenaPaz Construction	W040001-12						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Glenwood	W040001-13						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Tennar	W040001-14						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Mimosa Ave S.D W. Imp	W040001-15		400,000				

*Exhibit E*

CIP	CIP + Program	Phase / Activity	Business Unit	Program Name	Project Name	ProjectNo.	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
W040028	W040028 Mountain Park #1 PS to #2 Waterline	CM Services	Water	Mountain Park #1 PS to #2 water line	Mountain Park #1 PS to #2 Waterline	W040028-01	100,000	1,900,000				
W040028	W040028 Mountain Park #1 PS to #2 Waterline	Construction	Water	Mountain Park #1 PS to #2 water line	Mountain Park #1 PS to #2 Waterline	W040028-01	1,000,000	1,900,000				
W040030	W040030 Montana Avenue Waterline Replacement (Dallas to Cotton)	Design	Water	Montana Avenue Waterline Replacement (Dallas to Cotton)	Montana Avenue Waterline Replacement Phase 1	W040030-01						
W040030	W040030 Montana Avenue Waterline Replacement (Dallas to Cotton)	CM Services	Water	Montana Avenue Waterline Replacement (Dallas to Cotton)	Montana Avenue Waterline Replacement Phase 1	W040030-01		150,000		70,000	50,000	
W040030	W040030 Montana Avenue Waterline Replacement (Dallas to Cotton)	Construction	Water	Montana Avenue Waterline Replacement (Dallas to Cotton)	Montana Avenue Waterline Replacement Phase 1	W040030-01		>>>		700,000	500,000	
W040032	W040032 Multi-Purpose Cultural and Performing Arts Center	Construction	Water	Multi-Purpose Cultural and Performing Arts Center	Multi-Purpose Cultural and Performing Arts Center	W040032-01		>>>		400,000		
W040033	W040033 Westwind/H-10/Reslar 24" Water Main	Design	Water	Westwind/H-10/Reslar 24" water main	Westwind/H-10/Reslar 24" Water Main	W040033-01	240,000	50,000				
W040033	W040033 Westwind/H-10/Reslar 24" Water Main	CM Services	Water	Westwind/H-10/Reslar 24" water main	Westwind/H-10/Reslar 24" Water Main	W040033-01		>>>	45,000	150,000	45,000	
W040033	W040033 Westwind/H-10/Reslar 24" Water Main	Construction	Water	Westwind/H-10/Reslar 24" water main	Westwind/H-10/Reslar 24" Water Main	W040033-01		>>>	400,000	2,000,000	500,000	
W040035	W040035 CCC1 PZ Improvements - Conveyance	Design	Water	CCC1 PZ Improvements - Conveyance	IH10 Parallel 16724" Water Mains (L375 to Westway/Vinon) (CMAR)	W040035-01	300,000	50,000				
W040035	W040035 CCC1 PZ Improvements - Conveyance	CM Services	Water	CCC1 PZ Improvements - Conveyance	IH10 Parallel 16724" Water Mains (L375 to Westway/Vinon) (CMAR)	W040035-01		1,000	100,000	200,000	50,000	
W040035	W040035 CCC1 PZ Improvements - Conveyance	Construction	Water	CCC1 PZ Improvements - Conveyance	IH10 Parallel 16724" Water Mains (L375 to Westway/Vinon) (CMAR)	W040035-01		1,000	2,000,000	4,000,000	1,000,000	
W040035	W040035 CCC1 PZ Improvements - Conveyance	Design	Water	CCC1 PZ Improvements - Conveyance	Rodd Road 42" Transmission Main Ext. (Bekvidde)	W040035-02	400,000	185,000				
W040035	W040035 CCC1 PZ Improvements - Conveyance	CM Services	Water	CCC1 PZ Improvements - Conveyance	Rodd Road 42" Transmission Main Ext. (Bekvidde)	W040035-02		>>>	1,000	100,000	500,000	200,000
W040035	W040035 CCC1 PZ Improvements - Conveyance	Construction	Water	CCC1 PZ Improvements - Conveyance	Rodd Road 42" Transmission Main Ext. (Bekvidde)	W040035-02		>>>	1,000	1,250,000	3,000,000	2,000,000
W040035	W040035 CCC1 PZ Improvements - Conveyance	Design	Water	CCC1 PZ Improvements - Conveyance	Rodd Road 42" Transmission Main Ext. (Imperial Ridge - Westwind)	W040035-01	183,000					
W040035	W040035 CCC1 PZ Improvements - Conveyance	CM Services	Water	CCC1 PZ Improvements - Conveyance	Rodd Road 42" Transmission Main Ext. (Imperial Ridge - Westwind)	W040035-01		>>>	200,000	50,000	50,000	
W040035	W040035 CCC1 PZ Improvements - Conveyance	Construction	Water	CCC1 PZ Improvements - Conveyance	Rodd Road 42" Transmission Main Ext. (Imperial Ridge - Westwind)	W040035-01		>>>	2,000,000	300,000	300,000	
W040035	W040035 CCC1 PZ Improvements - Conveyance	Design	Water	CCC1 PZ Improvements - Conveyance	Rodd Road 42" Transmission Main Ext. (Reslar - Westwind)	W040035-02		600,000				
W040035	W040035 CCC1 PZ Improvements - Conveyance	CM Services	Water	CCC1 PZ Improvements - Conveyance	Rodd Road 42" Transmission Main Ext. (Reslar - Westwind)	W040035-02		>>>	1,000	50,000	108,000	108,000
W040035	W040035 CCC1 PZ Improvements - Conveyance	Construction	Water	CCC1 PZ Improvements - Conveyance	Rodd Road 42" Transmission Main Ext. (Reslar - Westwind)	W040035-02		>>>	1,000	1,000,000	2,150,000	2,150,000
W040038	W040038 Dyer Pipeline Trenchless Replacement - Phase 2	Construction	Water	Dyer Pipeline Trenchless Replacement - Phase 2	Dyer Pipeline Trenchless Replacement - Phase 2	W040038-01	600,000	2,000,000				
W040039	W040039 Fred Miller 36" to 54" to IH-10 (SHD B 4061)	Design	Water	Fred Miller 36" to 54" to IH-10 (SHD B 4061)	Fred Miller 36" to 54" to IH-10 (SHD B 4061)	W040039-01	518,000					
W040039	W040039 Fred Miller 36" to 54" to IH-10 (SHD B 4061)	CM Services	Water	Fred Miller 36" to 54" to IH-10 (SHD B 4061)	Fred Miller 36" to 54" to IH-10 (SHD B 4061)	W040039-01		>>>	90,000	200,000	100,000	
W040039	W040039 Fred Miller 36" to 54" to IH-10 (SHD B 4061)	Construction	Water	Fred Miller 36" to 54" to IH-10 (SHD B 4061)	Fred Miller 36" to 54" to IH-10 (SHD B 4061)	W040039-01		>>>	400,000	2,000,000	1,500,000	
W040040	W040040 Northwest Master Plan Area Water Main Extensions Design	Design	Water	Northwest Master Plan Area Water Main Extensions Design	Transmountain #1 48" Water Transm Line (IF) (CMAR)	W040040-01	100,000	400,000				
W040040	W040040 Northwest Master Plan Area Water Main Extensions Construction	Construction	Water	Northwest Master Plan Area Water Main Extensions Construction	Transmountain #1 48" Water Transm Line (IF) (CMAR)	W040040-01		>>>	1,000	1,200,000	4,800,000	
W040040	W040040 Northwest Master Plan Area Water Main Extensions Design	Design	Water	Northwest Master Plan Area Water Main Extensions Design	Transmountain #1 48" Water Transm Line (IF) (CMAR)	W040040-01		>>>	1,000	1,000	1,000	
W040040	W040040 Northwest Master Plan Area Water Main Extensions Construction	Construction	Water	Northwest Master Plan Area Water Main Extensions Construction	Transmountain #1 48" Water Transm Line (IF) (CMAR)	W040040-02	100,000	400,000				
W040041	W040041 Northeast Master Plan Area Water Main Extensions Planning	Planning	Water	Northeast Master Plan Area Water Main Extensions Planning	Transmountain #2 Water Transm Line (IF) (CMAR)	W040040-02		>>>	1,000	1,000	1,000	
W040041	W040041 Northeast Master Plan Area Water Main Extensions Design	Design	Water	Northeast Master Plan Area Water Main Extensions Design	Transmountain #2 Water Transm Line (IF) (CMAR)	W040041-01		>>>	500,000	500,000	1,500,000	1,000,000
W040041	W040041 Northeast Master Plan Area Water Main Extensions Construction	Construction	Water	Northeast Master Plan Area Water Main Extensions Construction	Transmountain #2 Water Transm Line (IF) (CMAR)	W040041-02	30,000					
W040041	W040041 Northeast Master Plan Area Water Main Extensions Design	Design	Water	Northeast Master Plan Area Water Main Extensions Design	DyerRR Water Transm Line Phase 1 (19" from Vista del Norte Dev)	W040041-02		100,000				
W040041	W040041 Northeast Master Plan Area Water Main Extensions Construction	Construction	Water	Northeast Master Plan Area Water Main Extensions Construction	DyerRR Water Transm Line Phase 1 (15" from Vista del Norte Dev)	W040041-02		1,017,365				
W040041	W040041 Northeast Master Plan Area Water Main Extensions Design	Design	Water	Northeast Master Plan Area Water Main Extensions Design	DyerRR Water Transm Line Phase 2 (19" from Vista del Norte Dev)	W040041-03		162,511				
W040041	W040041 Northeast Master Plan Area Water Main Extensions Construction	Construction	Water	Northeast Master Plan Area Water Main Extensions Construction	DyerRR Water Transm Line Phase 2 (19" from Vista del Norte Dev)	W040041-03		50,000				
W040042	W040042 Portland 24" Cast Iron Waterline Replacement Phase 2	Design	Water	Portland 24" Cast Iron Waterline Replacement Phase 2	DyerRR Water Transm Line Phase 2 (19" from Vista del Norte Dev)	W040041-03		150,000				
W040042	W040042 Portland 24" Cast Iron Waterline Replacement Phase 2	Construction	Water	Portland 24" Cast Iron Waterline Replacement Phase 2	DyerRR Water Transm Line Phase 2 (19" from Vista del Norte Dev)	W040041-03		1,000,000				
W040042	W040042 Portland 24" Cast Iron Waterline Replacement Phase 2	Design	Water	Portland 24" Cast Iron Waterline Replacement Phase 2	Portland 24" Cast Iron Waterline Replacement Phase 2	W040042-01		50,000				
W040042	W040042 Portland 24" Cast Iron Waterline Replacement Phase 2	Construction	Water	Portland 24" Cast Iron Waterline Replacement Phase 2	Portland 24" Cast Iron Waterline Replacement Phase 2	W040042-01		95,000				
W040044	W040044 Zangosa 36" Transmission Line to Zangosa C Tank	Design	Water	Zangosa 36" Transmission Line to Zangosa C Tank	Portland 24" Cast Iron Waterline Replacement Phase 2	W040042-01		1,000,000	1,150,000			
W040044	W040044 Zangosa 36" Transmission Line to Zangosa C Tank	Construction	Water	Zangosa 36" Transmission Line to Zangosa C Tank	Zangosa 36" Transm Line to Zangosa C Tank	W040044-01		50,000	100,000			
W040044	W040044 Zangosa 36" Transmission Line to Zangosa C Tank	Design	Water	Zangosa 36" Transmission Line to Zangosa C Tank	Zangosa 36" Transm Line to Zangosa C Tank	W040044-01		>>>	>>>	90,000	150,000	
W040045	W040045 Franklin East 24" Waterline Extension	Design	Water	Franklin East 24" Waterline Extension (IF)	Zangosa 36" Transm Line to Zangosa C Tank	W040044-01		>>>	>>>	900,000	1,500,000	
W040045	W040045 Franklin East 24" Waterline Extension	Construction	Water	Franklin East 24" Waterline Extension (IF)	Zangosa 36" Transm Line to Zangosa C Tank	W040045-01	95,000					
W040045	W040045 Franklin East 24" Waterline Extension	Design	Water	Franklin East 24" Waterline Extension (IF)	Franklin East 24" Waterline Extension (IF)	W040045-01		176,000				
W040045	W040045 Franklin East 24" Waterline Extension	Construction	Water	Franklin East 24" Waterline Extension (IF)	Franklin East 24" Waterline Extension (IF)	W040045-01		1,239,000	352,000			

*W02*

DRAFT FOR EXECUTIVE REVIEW  
INTERNAL USE ONLY

EXHIBIT "E"

CIP	CIP + Program	Phase / Activity	Business Unit	Program Name	Project Name	ProjectNo.	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
W040078	W040078 Buffalo Soldier Water Main	Construction	Water	Buffalo Soldier Water Main	Buffalo Soldier Water Main	W040078-01			200,000	800,000	200,000	
W040079	W040079 Aircraft 3 BS to Cactus Hill Tank	Purchase	Water	CCC3 PZ Improvements	Aircraft 3 BS to Cactus Hill Tank	W040079-01			>>>	300,000	300,000	
W040079	W040079 Aircraft 3 BS to Cactus Hill Tank	CM Services	Water	CCC3 PZ Improvements	Aircraft 3 BS to Cactus Hill Tank	W040079-01				>>>	>>>	>>>
W040079	W040079 Aircraft 3 BS to Cactus Hill Tank	Construction	Water	CCC3 PZ Improvements	Aircraft 3 BS to Cactus Hill Tank	W040079-01				>>>	>>>	>>>
W040080	W040080 Water Main Phase 1 - 16"	Design	Water	CCC3 PZ Improvements	16" Water Main From Belvidere and Via Descanso	W040080-01		119,000	51,000			
W040080	W040080 Water Main Phase 1 - 16"	CM Services	Water	CCC3 PZ Improvements	16" Water Main From Belvidere and Via Descanso	W040080-01			>>>	10,000	30,000	28,000
W040080	W040080 Water Main Phase 1 - 16"	Construction	Water	CCC3 PZ Improvements	16" Water Main From Belvidere and Via Descanso	W040080-01			>>>	200,000	600,000	560,000
W040081	W040081 Water Main Phase 2 - 16"	Design	Water	CCC3 PZ Improvements	16" Water Main From Pinehurst/Thunderbird/Broadmore	W040081-01			210,000	90,000		
W040081	W040081 Water Main Phase 2 - 16"	CM Services	Water	CCC3 PZ Improvements	16" Water Main From Pinehurst/Thunderbird/Broadmore	W040081-01				>>>	10,000	60,000
W040081	W040081 Water Main Phase 2 - 16"	Construction	Water	CCC3 PZ Improvements	16" Water Main From Pinehurst/Thunderbird/Broadmore	W040081-01				>>>	200,000	1,200,000
W040082	W040082 Montana East Supply lines	Design	Water	David Water Main Extension	Montana East Supply lines - David Line	W040082-01		350,000				
W040082	W040082 Montana East Supply lines	CM Services	Water	David Water Main Extension	Montana East Supply lines - David Line	W040082-01			10,000	90,000	60,000	
W040082	W040082 Montana East Supply lines	Construction	Water	David Water Main Extension	Montana East Supply lines - David Line	W040082-01			200,000	1,800,000	1,200,000	
W040083	W040083 Northeast Master Planned Area - Water Mains	Design	Water	Northeast Master Planned Area - Water Mains	Loma Real to FE1B Water Main	W040083-01		400,000				
W040083	W040083 Northeast Master Planned Area - Water Mains	CM Services	Water	Northeast Master Planned Area - Water Mains	Loma Real to FE1B Water Main	W040083-01			>>>	10,000	100,000	90,000
W040083	W040083 Northeast Master Planned Area - Water Mains	Construction	Water	Northeast Master Planned Area - Water Mains	Loma Real to FE1B Water Main	W040083-01			>>>	200,000	2,000,000	1,800,000
W040084	W040084 Eastside Planned Service Area (IF)	Design	Water	Montwood Drive Extension (IF)	Montwood Drive Water Line Extension -Tierra Este to Rich Beem (IF)	W040084-01		325,000				
W040084	W040084 Eastside Planned Service Area (IF)	CM Services	Water	Montwood Drive Extension (IF)	Montwood Drive Water Line Extension -Tierra Este to Rich Beem (IF)	W040084-01			10,000	50,000	40,000	
W040084	W040084 Eastside Planned Service Area (IF)	Construction	Water	Montwood Drive Extension (IF)	Montwood Drive Water Line Extension -Tierra Este to Rich Beem (IF)	W040084-01			200,000	1,000,000	800,000	
W040085	W040085 Ponderosa Water/Western Village	Design	Water	Ponderosa Water/Western Village	Ponderosa Water/Western Village	W040085-01	20,000					
W040085	W040085 Ponderosa Water/Western Village	CM Services	Water	Ponderosa Water/Western Village	Ponderosa Water/Western Village	W040085-01		35,000				
W040085	W040085 Ponderosa Water/Western Village	Construction	Water	Ponderosa Water/Western Village	Ponderosa Water/Western Village	W040085-01		300,000				
W040087	W040087 Northwest Master Planned Area - Water Main	Design	Water	Northwest Master Planned Area - Water Main	Northwest Master Planned Area - Water Main	W040087-01	116,000	115,000				
W040087	W040087 Northwest Master Planned Area - Water Main	CM Services	Water	Northwest Master Planned Area - Water Main	Northwest Master Planned Area - Water Main	W040087-01		69,000	161,000			
W040087	W040087 Northwest Master Planned Area - Water Main	Construction	Water	Northwest Master Planned Area - Water Main	Northwest Master Planned Area - Water Main	W040087-01		540,000	1,260,000			
W040088	W040088 Yandell 24-inch Water Main Replacement	Design	Water	Yandell 24-inch Water Main Replacement	Yandell 24-inch Water Main Replacement	W040088-01	175,000	175,000				
W040088	W040088 Yandell 24-inch Water Main Replacement	CM Services	Water	Yandell 24-inch Water Main Replacement	Yandell 24-inch Water Main Replacement	W040088-01		>>>	58,000	200,000	32,000	
W040088	W040088 Yandell 24-inch Water Main Replacement	Construction	Water	Yandell 24-inch Water Main Replacement	Yandell 24-inch Water Main Replacement	W040088-01		>>>	580,000	2,000,000	300,000	
W040090	W040090 Vinton 2 to BS Vinton 3 Tank (SIS Analysis)	Purchase	Water	CCC2 PZ Improvements	Vinton 2 to BS Vinton 3 Tank (SIS Analysis)	W040090-01						260,000
W040090	W040090 Vinton 2 to BS Vinton 3 Tank (SIS Analysis)	Construction	Water	CCC2 PZ Improvements	Vinton 2 to BS Vinton 3 Tank (SIS Analysis)	W040090-01						
W040090	W040090 Vinton 2 to BS Vinton 3 Tank (SIS Analysis)	CM Services	Water	CCC2 PZ Improvements	Vinton 2 to BS Vinton 3 Tank (SIS Analysis)	W040090-01						
W040092	W040092 Transmountain BS to Transmountain 3 Tank (SIS A	Purchase	Water	Transmountain BS to Transmountain 3 tank (SIS Analysis)	Transmountain BS to Transmountain 3 tank (SIS Analysis)	W040092-01				200,000		
W040092	W040092 Transmountain BS to Transmountain 3 Tank (SIS A	Construction	Water	Transmountain BS to Transmountain 3 tank (SIS Analysis)	Transmountain BS to Transmountain 3 tank (SIS Analysis)	W040092-01					>>>	1,800,000
W040092	W040092 Transmountain BS to Transmountain 3 Tank (SIS A	CM Services	Water	Transmountain BS to Transmountain 3 tank (SIS Analysis)	Transmountain BS to Transmountain 3 tank (SIS Analysis)	W040092-01					>>>	200,000
W040093	W040093 Transmountain 2 to Vinton 2 Tank (SIS Analysis)	Purchase	Water	Transmountain 2 to Vinton 2 tank (SIS Analysis)	Transmountain 2 to Vinton 2 tank (SIS Analysis)	W040093-01			400,000			
W040093	W040093 Transmountain 2 to Vinton 2 Tank (SIS Analysis)	Construction	Water	Transmountain 2 to Vinton 2 tank (SIS Analysis)	Transmountain 2 to Vinton 2 tank (SIS Analysis)	W040093-01					300,000	2,200,000
W040093	W040093 Transmountain 2 to Vinton 2 Tank (SIS Analysis)	CM Services	Water	Transmountain 2 to Vinton 2 tank (SIS Analysis)	Transmountain 2 to Vinton 2 tank (SIS Analysis)	W040093-01					50,000	250,000
W040094	W040094 County Water System- Tierra De Oro	CM Services	Water	NW County Water System - Tierra De Oro	County Water System - Tierra De Oro	W040094-01			500,000	100,000	98,000	
W040094	W040094 County Water System- Tierra De Oro	Construction	Water	NW County Water System - Tierra De Oro	County Water System - Tierra De Oro	W040094-01			500,000	1,000,000	980,000	
							#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
							#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
							#REF!	125,511,000	128,893,500	160,495,000	151,346,500	133,925,000

W040087



**First American  
Title Guaranty Company**

## Commitment for Title Insurance (T-7)

ISSUED BY

**First American Title Guaranty Company**

# Commitment

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

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

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

**First American Title Guaranty Company**



Christopher M. Leavell  
President

Jeffrey S. Robinson  
Secretary

By:   
Authorized Countersignature

This jacket was created electronically and constitutes an original document

(This Commitment is valid only when Schedules A, B, C, and D are attached)

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

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

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

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

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

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

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

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

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

### **CONDITIONS AND STIPULATIONS**

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



**First American  
Title Guaranty Company**

# Important Notice

ISSUED BY

**First American Title Guaranty Company**

## **IMPORTANT NOTICE**

*To obtain information or make a complaint:*

*You may call First American Title Guaranty Company's toll-free telephone number for information or to make a complaint at:*

**1-888-632-1642**

*You may also write to First American Title Guaranty Company at:*

**1 First American Way  
Santa Ana, California 92707**

*You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:*

**1-800-252-3439**

*You may write the Texas Department of Insurance:*

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

## **PREMIUM OR CLAIM DISPUTES:**

*Should you have a dispute concerning your premium or about a claim you should contact First American Title Guaranty Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.*

## **ATTACH THIS NOTICE TO YOUR POLICY:**

*This notice is for information only and does not become a part or condition of the attached document.*

## **AVISO IMPORTANTE**

*Para obtener informacion o para someter una queja:*

*Usted puede llamar al numero de telefono gratis de First American Title Guaranty Company's para informacion o para someter una queja al:*

**1-888-632-1642**

*Usted tambien puede escribir a First American Title Guaranty Company:*

**1 First American Way  
Santa Ana, California 92707**

*Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:*

**1-800-252-3439**

*Puede escribir al Departamento de Seguros de Texas:*

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

## **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

*Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Guaranty Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).*

## **UNA ESTE AVISO A SU POLIZA:**

*Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.*

**COMMITMENT FOR TITLE INSURANCE T-7**  
**ISSUED BY**  
**FIRST AMERICAN TITLE GUARANTY COMPANY**  
**SCHEDULE A**

Effective Date: **October 23, 2019, 5:00 pm**

GF No. **19000143-7**

Commitment No. \_\_\_\_\_, issued **November 11, 2019,**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED:
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount:  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE  
(Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN  
(Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER  
Policy Amount:  
PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:  
**THE CITY OF EL PASO, A MUNICIPAL CORPORATION**

4. Legal description of land:

**Tract 2, LAURA E. MUNDY SURVEY NO. 234, in El Paso County, Texas according to the resurvey of said LAURA E. MUNDY SURVEY NO. 234 made by El Paso County, Texas for tax purposes, and being more particularly described by metes and bounds TO COME.**

## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

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

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~
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 **2020**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

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

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

**d. OWNER POLICY:**

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

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

**(OWNER POLICY ONLY)**

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

**e. LOAN POLICY**

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

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

**(LOAN POLICY ONLY)**

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

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

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

- g. Visible and apparent easements for roads and public utilities existing on the ground.
- h. Any visible and apparent right of way for roads, drainage, and/or irrigation ditches.
- i. All minerals reserved to the State of Texas in Patent in Volume 1272, Page 557, Real Property Record, El Paso County, Texas.
- j. Easement to EL PASO ELECTRIC COMPANY in Volume 1990, Page 82; Clerk's File No. 20060107712 and Clerk's File No. 20090001481, Real Property Records, El Paso County, Texas.
- k. **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

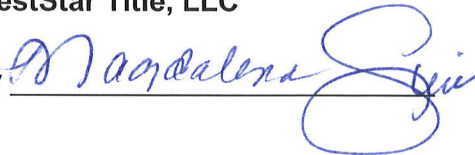
Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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. **NOTE: Company requires metes and bounds 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: Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at [www.epcounty.com](http://www.epcounty.com) under Official Public Records.

Countersigned  
WestStar Title, LLC

By

A handwritten signature in blue ink, appearing to read "Magdalena Garcia", written over a horizontal line.

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE D**

GF No. **19000143-7**

Effective Date: **October 23, 2019, 5:00 pm**

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

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

**Underwriter: First American Title Guaranty Company, A Texas Corporation**

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter:

First American Title Guaranty Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

**DIRECTORS:**

Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

**OFFICERS:**

President: Christopher M. Leavell; Senior Vice President, Secretary: Jeffrey S. Robinson; and Vice President, Treasurer: Hugh Matthew McCreadie

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

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

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

WestStar Bank Holding Company, Inc.

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

**WestStar Title, LLC**

**Officers:** Travis Joel Smith, Vice President / Commercial Escrow Manager

Rodolfo Telles, Sr., Vice President, Title Examination Manager & Sr. Commercial Title Officer, On-Site Manager

Rachel Samaniego Valles, Vice President / Branch Manager

Gilberto Carreon, Vice President / Escrow Administration & Escrow Accounting

Jack Chapman, Secretary

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

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

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

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

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

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

**DELETION OF ARBITRATION PROVISION**

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

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

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

The arbitration provision in the Policy is as follows:

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



## First American Title Guaranty Company

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

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

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

# PRIVACY POLICY NOTICE

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

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

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

## **Applicability**

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

## **Types of Information We Collect**

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

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

## **Use of Information We Collect**

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

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

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

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

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

**Information We May Disclose to Our Affiliates**

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

**Former Customers**

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

**Confidentiality and Security**

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

**Note:** The above Privacy Policy applies to individuals who obtain services or products 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 RECOMMEND THE SALE OF APPROXIMATELY 330.26 ACRES (NET 320.26 ACRES) OF LAND, LEGALLY DESCRIBED AS PORTION OF LAURA E. MUNDY SURVEY NO. 234, CITY OF EL PASO AND EL PASO COUNTY, TEXAS, TO HUNT COMMUNITIES HOLDING, LLC, THE HIGHEST RESPONSIVE, RESPONSIBLE BIDDER, 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 in its land inventory that are owned by the City, but are under the management and control of the El Paso Water Utilities Public Service Board; and,

WHEREAS, the El Paso Water Utilities Public Service Board determined approximately 330.26 acres of land located in Northwest El Paso, north of Trans Mountain and east of I-10, to be inexpedient to the water system and should be sold in accordance with state law,

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 Hunt Communities Holding, LLC, the highest responsive, responsible bidder for a total bid amount for \$11,505,000.00.

Approximately 330.26 acres (320.26 net acres) of land, legally described as a portion of Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas


Section 3. That the El Paso Water Utilities Public Service Board authorize the President/CEO to forward the recommendation to the City and sign any and all documents necessary to complete the sale of the property to Hunt Communities Holding, LLC.

PASSED, ADOPTED and APPROVED at a Regular Meeting of the El Paso Water Utilities Public Service Board of the City of El Paso, Texas, this 12th day of August, 2020, 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.

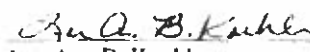
EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD

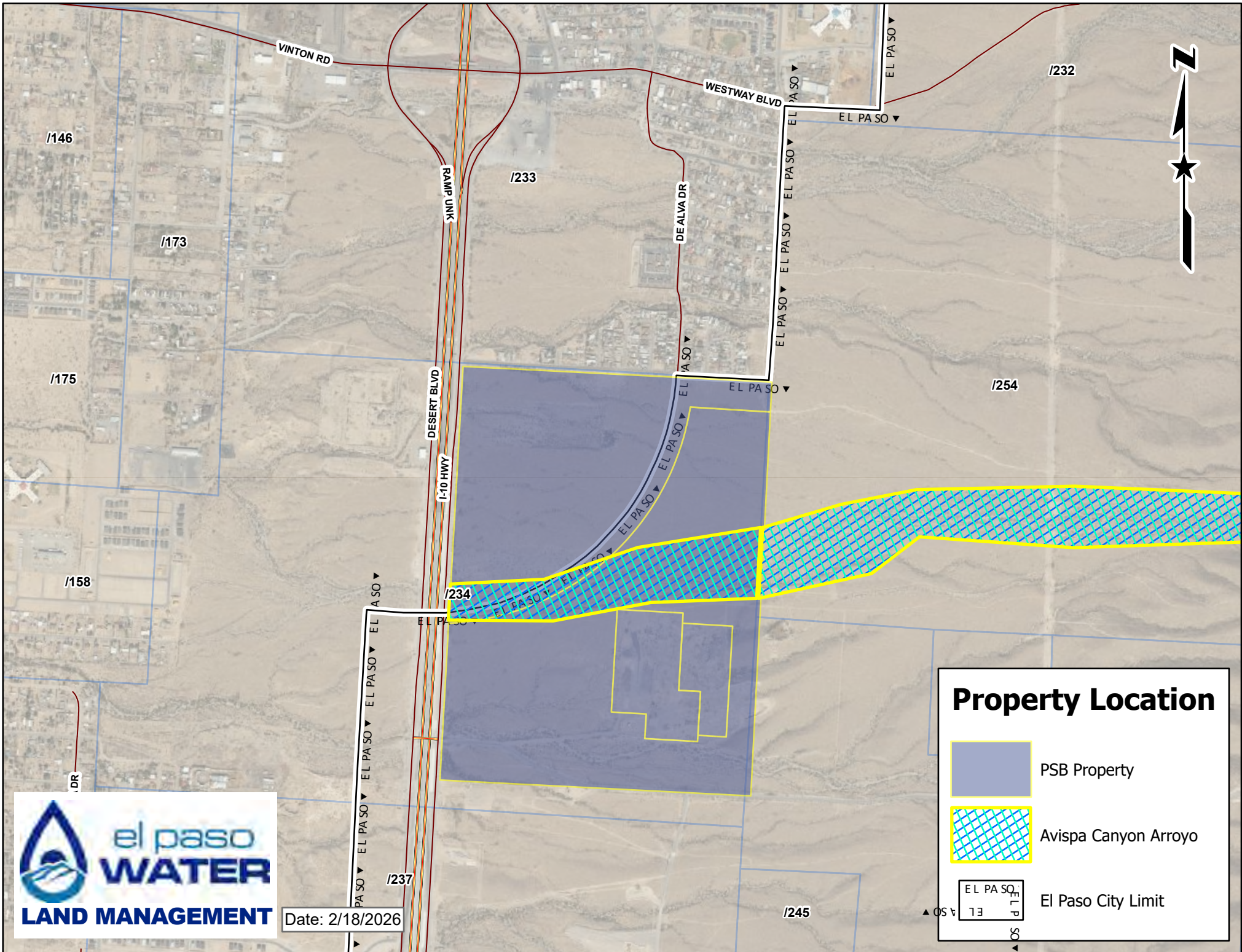
  
\_\_\_\_\_  
Kristina D. Mena, Chair

ATTEST

  
\_\_\_\_\_  
Terri Garcia  
Secretary-Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lee Ann B. Koehler  
General Counsel



Date: 2/18/2026

### Property Location

- PSB Property
- Avispa Canyon Arroyo
- El Paso City Limit