

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

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

**AGENDA DATE:**     **Introduction - \_\_\_\_\_.**  
                             **Public Hearing - \_\_\_\_\_.**

**CONTACT PERSON/PHONE:** **Rocio Alvarado, Real Estate Manager (915) 594-5496.**

**DISTRICT(S) AFFECTED:** **5**

**SUBJECT:** **APPROVE the following Ordinance**

Authorizing the City Manager to sign a Deed and any other documents necessary to convey to the State of Texas acting by and through the Texas Transportation Commission, approximately 0.0061 acres of land legally described as a portion of Section 35, Block 79, Township 2, T&P R.R. Co. Survey, Abstract No. 2139, City of El Paso, El Paso County, Texas.

(District 5) EPWater, Rocio P. Alvarado, Real Estate Manager (915) 594-5496.

**BACKGROUND / DISCUSSION:**

The parcel of land is owned by the El Paso Water Utilities Public Service Board (“EPWater”), for and on behalf of the City of El Paso, a Texas municipal corporation, as part of its water, wastewater and stormwater systems (the “System”). On February 14, 2024, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to proceed with the sale.

**PRIOR COUNCIL ACTION:**

Yes, the City Council approved a closely item related to this one.

On August 15, 2023, the City Council approved the sale of 37.9194 acres of land to the State of Texas acting by and through the Texas Transportation Commission for \$2,535,688.98, as part of the Highway Spur 320.

**AMOUNT AND SOURCE OF FUNDING:** **N/A**

**BOARD / COMMISSION ACTION:**

On February 14, 2024, the El Paso Water Utilities Public Service Board declared the property inexpedient to the system and authorized the President/CEO to sell the property in accordance with state law.

**AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT  
ROCIO P. ALVARADO TO PICK UP THE DOCUMENTS @ 915.594.5496.  
THANK YOU.**

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.0061 ACRES OF LAND LEGALLY DESCRIBED AS A PORTION OF SECTION 35, BLOCK 79, TOWNSHIP 2, T&P R.R. CO. SURVEY, ABSTRACT NO. 2139, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

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

**WHEREAS**, at its regular meeting on February 14, 2024 the Public Service Board determined approximately 0.0061 acres of land legally described as a portion of Section 35, Block 79, Township 2, T&P R.R. Co. Survey, Abstract No. 2139, City of El Paso, El Paso County, Texas (the "**Property**"), to be inexpedient to the system and that the Property should be sold in accordance with state law; and,

**WHEREAS**, the State of Texas acting by and through the Texas Transportation Commission, has agreed to purchase the Property for the amount of \$1,690.00; and,

**WHEREAS**, Section 272.001(b)(5) of the Texas Local Government Code Provides that a political subdivision of the state may convey real property to a governmental entity that has the power of eminent domain without giving notice and requesting sealed bids; and,

**WHEREAS**, the State of Texas acting by and through the Texas Transportation Commission, is a governmental entity that has the power of eminent domain; and,

**WHEREAS**, the El Paso City Council finds that it is in the public interest to convey the Property to the State of Texas; and

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

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

Approximately 0.0061 acres of land legally described as portion of Section 35, Block 79, Township 2, T&P R.R. Co. Survey, Abstract No. 2139, City of El Paso, El Paso County, Texas.

**(Signatures begin on following page)**

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

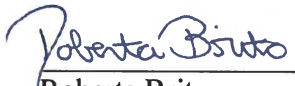
**CITY OF EL PASO**

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

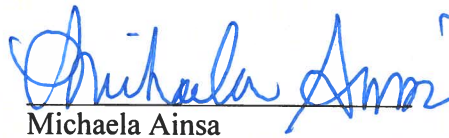
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michaela Ainsa  
Senior Assistant General Counsel

**ORDINANCE NUMBER** \_\_\_\_\_  
Sale of Land – 0.0061 Acres - TxDOT

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



## **DEED**

**TxDOT ROW CSJ:** 0374-02-104

**TxDOT Parcel ID:** P000540019.001

**Grantor(s), whether one or more:**

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

**Grantor's Mailing Address (including county):**

1154 Hawkins  
El Paso, El Paso County, TX 79925

**Grantee:**

The State of Texas, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**

Texas Department of Transportation  
125 E. 11th Street  
Austin, Travis County, Texas 78701

**Consideration:**

The sum of ONE THOUSAND SIX HUNDRED NINETY and 00/100 Dollars (\$1,690.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

**Property:**

All of that certain tract or parcel of land in El Paso County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of El Paso County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: None.

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

**GRANTOR**, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against

every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

EXECUTED on the date(s) of acknowledgment indicated below.

**GRANTORS: EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation**

By:  \_\_\_\_\_

Printed Name: John E. Ballieu

Title: President / CEO

**THE CITY OF EL PASO**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Corporate Acknowledgment

State of Texas  
County of El Paso

This instrument was acknowledged before me on May 29, 2024  
by John E. Ballieu, as President / CEO  
of EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a  
Texas municipal corporation, on behalf of said entity. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online  
notarization under Texas Government Code, Chapter 406, Subchapter C.



Notary Public's Signature

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Corporate Acknowledgment

State of Texas  
County of El Paso

This instrument was acknowledged before me on \_\_\_\_\_, 2024  
by Cary Westin, as Interim City Manager of CITY OF EL PASO. The acknowledging person personally appeared  
by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online  
notarization under Texas Government Code, Chapter 406, Subchapter C.

\_\_\_\_\_  
Notary Public's Signature

AFTER RECORDING, RETURN TO:  
Stewart Title Company  
415 North Mesa Street  
El Paso, TX 79901

**County:** El Paso **TxDOTCONNECT Parcel No. P00054019.001**  
**Highway:** U.S. 62/180  
**Limits:** Tierra Este to F.M. 659  
**RCSJ:** 0374-02-104  
**CCSJ:** 0374-02-100

- 1) **THENCE** in a westerly direction, along the proposed south right-of-way line of U.S. 62/18, crossing said 0.7744 of one acre City of El Paso tract, 30.45 feet along the arc of said curve to the right, having a radius of 6,875.00 feet, a central angle of 00 degrees 15 minutes 14 seconds, and a chord which bears South 82 degrees 34 minutes 33 seconds West, a chord distance of 30.45 feet to a 5/8 inch iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set in the west line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acres River Oaks Properties tract, being 120.23 feet right of Engineer's Baseline Station 700+89.73;



**EXHIBIT A**

- 2) **THENCE**, North 02 degrees 28 minutes 15 seconds East, along the west line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acre River Oaks Properties tract, a distance of 9.33 feet to a point at the northwest corner of said 0.7744 of one acre City of El Paso tract, being at an angle point in the north line of said 34.824 acre River Oaks Properties tract, and being in the south line of that tract described as 11.795 acres (Parcel 45) conveyed to the State of Texas by deed, as recorded in Volume 1170, Page 151, Deed Records, El Paso County, Texas, and the existing south right-of-way line of U.S. 62/180 (Montana Avenue, 200 foot width);
- 3) **THENCE**, North 84 degrees 19 minutes 51 seconds East, along the north line of said 0.7744 of one acre City of El Paso tract, the south line of said 11.795 acre State of Texas tract, and the existing south right-of-way line of U.S. 62/180, a distance of 30.31 feet to a point at the northeast corner of said 0.7744 of one acre City of El Paso tract, being an angle point in the north line of said 34.824 acre River Oaks Properties tract;
- 4) **THENCE**, South 02 degrees 28 minutes 15 seconds West, along the east line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acre River Oaks Properties tract, a distance of 8.39 feet to the **POINT OF BEGINNING** and containing 266 square feet (0.0061 of one acre) of land, more or less.

The bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983, 2014 Adjustment EPOCH 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.000231.

Access is permitted to the highway facility from the remainder of the abutting property.

**EXHIBIT A**

A parcel plat of even date was prepared in conjunction with this property description.

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF TRAVIS   §**

**KNOW ALL MEN BY THESE PRESENTS:**

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 8th day of September, 2020 A.D.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**

3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



Chris Conrad, Reg. Professional Land Surveyor No. 5623

M:/TxDOT El Paso~US 62-Tierra Este to FM 659/Descriptions/Parcel 76

Issued 09/08/2020

MONTANA AVE./U.S. 62/180  
(200' R.O.W.)

EXISTING R.O.W.

76

0.0061 AC.  
266 SQ. FT.

PROPOSED  
R.O.W.

P.O.B.  
PARCEL 76

N02°28'15"E 389.04'

CITY OF EL PASO  
NOVEMBER 29, 1996  
VOL. 3157, PG. 2297  
O.P.R.P.E.P.C.T.  
(0.7744 ACRES)

P.O.C.  
PARCEL 76

PROPERTY INSET  
NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO  
THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE  
PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE  
ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*Chris Conrad*

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 9/8/2020



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.000231.
2. ABSTRACTING WAS PERFORMED FROM FEBRUARY 2019 THROUGH MAY 2020.
3. FIELD SURVEYING WAS PERFORMED FROM FEBRUARY 2019 THROUGH JUNE 2020.
4. RIGHT-OF-WAY MAPS COMPLETED IN JUNE 2020.
5. THIS MAP IS AN INTERNAL TxDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE. INACCURACIES SHALL BE REPORTED TO THE DISTRICT AND RIGHT-OF-WAY PROJECT DELIVERY SECTION FOR CORRECTIONS.

REVISIONS

DEED	ACQUISITION	REMAINING RT
0.7744 AC. 33,733 SQ. FT.	0.0061 AC. 266 SQ. FT.	0.7683 AC. 33,467 SQ. FT.



Texas Department of Transportation

McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPELS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591  
www.mcgray.com

PARCEL PLAT SHOWING  
PARCEL 76  
U.S. 62/180 (MONTANA AVENUE)  
EL PASO COUNTY, TEXAS  
R.C.S. J.: 0374-02-104

DATE: SEPTEMBER 2020 SCALE: N.T.S.

EL PASO COUNTY, TEXAS  
SEPTEMBER 18, 1928  
VOL. 501 PG. 148  
D. R. E. P. C. T.  
(5.71 AC.)

COUNTY OF EL PASO, TEXAS  
OCTOBER 5, 1928  
VOL. 497 PG. 636  
D. R. E. P. C. T.  
(12.27 AC.)

SEC. 25, BLK. 79, TSP. 2  
T&P R.R. CO. SURVEY, A-2134

700+00 ENGINEER'S BASELINE

703+00

702+43.16

SEC. 26, BLK. 79, TSP. 2  
T&P R.R. CO. SURVEY,  
A-7874 (W.I. NEWTON)

MONTANA AVE./U.S. 62/180  
(225' R.O.W.)

STATE OF TEXAS  
APRIL 29, 1954  
VOL. 1170 PG. 151  
D. R. E. P. C. T.  
(PARCEL 47 3.227 AC.)

STATE OF TEXAS  
JANUARY 30, 1958  
VOL. 1388 PG. 349  
D. R. E. P. C. T.  
PARCEL 46  
(0.52 AC.)

STATE-STATE OF TEXAS  
MARCH 27, 1954  
VOL. 1164 PG. 413  
D. R. E. P. C. T.  
PARCEL 46A  
(0.146 AC.)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N02°28'15"E	9.33'
L2	N84°19'51"E	30.31'
L3	S02°28'15"W	8.39'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	30.45'	6,875.00'	01°15'14"	15.23'	S82°34'33"W	30.45'

EXISTING R.O.W.

APPROXIMATE  
SURVEY LINE

APPROXIMATE  
SURVEY LINE

SEC. 35, BLK. 79, TSP. 2  
T&P R.R. CO. SURVEY,  
A-2139

P.O.B. PARCEL 76  
N=10,673,877.63  
E=469,819.91  
STA. 701+20.17  
119.30' RT

RIVER OAKS PROPERTIES, LTD  
JANUARY 3, 2006  
DOC. NO. 2006001936  
O.P.R.R.P.E.P.C.T.  
(17.086 AC.)

A-2134  
A-7877

RIVER OAKS PROPERTIES, LTD  
JULY 20, 2005  
DOC. NO. 20050065295  
O.P.R.R.P.E.P.C.T.  
(34.824 ACRES)

P.O.C. PARCEL 76  
N02°28'15"E 389.04'  
A-2139  
A-7877

SEC. 36, BLK. 79, TSP. 2  
T&P R.R. CO. SURVEY, A-7877  
(W.I. NEWTON)

LEGEND

- APPROXIMATE SURVEY LINE
- FOUND TxDOT TYPE I MONUMENT
- FOUND TxDOT TYPE II MONUMENT
- FOUND IRON ROD WITH CAP 1/2" UNLESS NOTED
- FOUND IRON ROD 1/2" UNLESS NOTED
- FOUND IRON PIPE 1/2" I.D. UNLESS NOTED
- ⊗ FOUND CHISEL MARK
- ▲ FOUND MAG NAIL (UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- IRON ROD SET W/ TxDOT ALUMINUM CAP
- △ MAG NAIL SET (UNLESS NOTED)
- ⊗ CHISEL MARK SET

- (XXX) RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE
- RIGHT-OF-WAY
- R.O.W. NOT TO SCALE
- N.T.S. PUBLIC UTILITY EASEMENT
- P.U.E. PLAT RECORDS EL PASO COUNTY, TEXAS
- P.R.E.P.C.T. DEED RECORDS EL PASO COUNTY, TEXAS
- D.R.E.P.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, EL PASO COUNTY, TEXAS
- O.P.R.R.P.E.P.C.T.



Texas Department of Transportation

McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPELS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #6  
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(512) 451-8591  
www.mcgray.com

PARCEL PLAT SHOWING  
PARCEL 76  
U.S. 62/180 (MONTANA AVENUE)  
EL PASO COUNTY, TEXAS  
R.C.S. J.: 0374-02-104

DATE: SEPTEMBER 2020 SCALE: 1" = 50'



August 23, 2023

File No.: 2118572

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**

Thank you for your business.

Sincerely,  
Stewart Title Company

Ron Rush

**Stewart Title Company**  
415 North Mesa Street  
El Paso, TX 79901  
(915) 225-8200 main (915) 225-8290 fax  
Ron.Rush@stewart.com



## COMMITMENT FOR TITLE INSURANCE

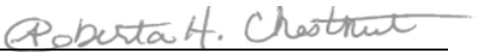
ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

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

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


In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

  
Authorized Countersignature

Stewart Title Company  
415 North Mesa Street  
El Paso, TX 79901



  
Frederick H. Eppinger  
President and CEO

  
David Hisey  
Secretary

## **CONDITIONS AND STIPULATIONS**

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

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

**STEWART TITLE GUARANTY COMPANY**

**IMPORTANT INFORMATION**

FOR INFORMATION, OR  
TO MAKE A COMPLAINT  
CALL OUR TOLL-FREE TELE-  
PHONE NUMBER

1-800-729-1902

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007

**AVISO IMPORTANTE**

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS

P.O. Box 12030  
Austin, TX 78711-2030  
FAX NO. (512) 490-1007



## TEXAS TITLE INSURANCE INFORMATION

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

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

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

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

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

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

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

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

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 2118572	Effective Date: April 28, 2024 at 8:00AM
CLOSER: Ron Rush	Issued: May 7, 2024 5:10PM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED: State of Texas, acting by and through the Texas Transportation Commission
- 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:

City of El Paso

4. Legal description of land:

See Exhibit "A" Attached Hereto

**COMMITMENT FOR TITLE INSURANCE**  
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 2118572

Being a 266 square foot (0.0061 of one acre) parcel of land situated in the T&P R. R. Co. Survey, Abstract No. 2139, Section 35, Block 79, Township 2, El Paso County, Texas; said 266 square foot (0.0061 of one acre) tract being more particularly described by metes and bounds on attached Exhibit "A".

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

EXHIBIT A

### PROPERTY DESCRIPTION FOR PARCEL 76

1) **THENCE** in a westerly direction, along the proposed south right-of-way line of U.S. 62/18, crossing said 0.7744 of one acre City of El Paso tract, 30.45 feet along the arc of said curve to the right, having a radius of 6,875.00 feet, a central angle of 00 degrees 15 minutes 14 seconds, and a chord which bears South 82 degrees 34 minutes 33 seconds West, a chord distance of 30.45 feet to a 5/8 inch iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set in the west line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acres River Oaks Properties tract, being 120.23 feet right of Engineer's Baseline Station 700+89.73:

**COMMITMENT FOR TITLE INSURANCE  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

September 2020  
Parcel 76  
Page 2 of 5

**EXHIBIT A**

- 2) **THENCE**, North 02 degrees 28 minutes 15 seconds East, along the west line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acre River Oaks Properties tract, a distance of 9.33 feet to a point at the northwest corner of said 0.7744 of one acre City of El Paso tract, being at an angle point in the north line of said 34.824 acre River Oaks Properties tract, and being in the south line of that tract described as 11.795 acres (Parcel 45) conveyed to the State of Texas by deed, as recorded in Volume 1170, Page 151, Deed Records, El Paso County, Texas, and the existing south right-of-way line of U.S. 62/180 (Montana Avenue, 200 foot width);
- 3) **THENCE**, North 84 degrees 19 minutes 51 seconds East, along the north line of said 0.7744 of one acre City of El Paso tract, the south line of said 11.795 acre State of Texas tract, and the existing south right-of-way line of U.S. 62/180, a distance of 30.31 feet to a point at the northeast corner of said 0.7744 of one acre City of El Paso tract, being an angle point in the north line of said 34.824 acre River Oaks Properties tract;
- 4) **THENCE**, South 02 degrees 28 minutes 15 seconds West, along the east line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acre River Oaks Properties tract, a distance of 8.39 feet to the **POINT OF BEGINNING** and containing 266 square feet (0.0061 of one acre) of land, more or less.

The bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983, 2014 Adjustment EPOCH 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.000231.

Access is permitted to the highway facility from the remainder of the abutting property.

**COMMITMENT FOR TITLE INSURANCE  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

September 2020  
Parcel 76  
Page 3 of 5

**EXHIBIT A**

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS     §  
                              §  
COUNTY OF TRAVIS §

**KNOW ALL MEN BY THESE PRESENTS:**

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 8th day of September, 2020 A.D.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500



Chris Conrad, Reg. Professional Land Surveyor No. 5623  
M:/TxDOT El Paso-US 62-Tierra Este to FM 659/Descriptions/Parcel 76  
Issued 09/08/2020

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 2118572  
Form T-7 Commitment for Title Insurance Rev. 1-3-14  
Page 6 of 14

ISSUED BY  
STEWART TITLE GUARANTY COMPANY





**COMMITMENT FOR TITLE INSURANCE  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Calculation Sheet  
Parcel 76 (266 Square Feet)  
County: El Paso  
Highway: U.S. 62/180 (Montana Avenue)  
From Tierra Este to F.M. 659  
ROW CSJ: 0374-02-104  
September 2020**

**Parcel 76**

**Point of Commencement**

Northing: 10673488.9517'  
Easting: 469803.1382'  
Direction: N02°28'15"E Distance: 389.0400'

**Point of Beginning**

Northing: 10673877.6300'  
Easting: 469819.9100'

**Side 1: Curve**

Curve direction: Clockwise  
Radius: 6875.0000'  
Arc length: 30.4500'  
Delta angle: 0°15'14"  
Chord direction: S82°34'33"W Chord distance: 30.4500'  
Northing: 10673873.6954'  
Easting: 469789.7153'

**Side 2: Line**

Direction: N02°28'15"E Distance: 9.3300'  
Northing: 10673883.0168'  
Easting: 469790.1175'

**Side 3: Line**

Direction: N84°19'51"E Distance: 30.3100'  
Northing: 10673886.0109'  
Easting: 469820.2792'

**Side 4: Line**

Direction: S02°28'15"W Distance: 8.3900'  
Northing: 10673877.6287'  
Easting: 469819.9175'

**Closure Summary**

Precision, 1 part in: 10255.0628'  
Error distance: 0.0077'  
Error direction: S80°19'53.94"E  
Area: 0.0061 Ac.  
Square area: 266.14915  
Perimeter: 78.4800'

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### EXCEPTIONS FROM COVERAGE

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

- ~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.  
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Any and all leases, recorded and unrecorded, and rights of parties therein.
- c) Easement dated May 18, 1946, executed by Spencer Treharne to American Telephone and Telegraph Company, of record in [Volume 830, Page 473](#), Deed Records of El Paso County, Texas.
- d) Pole Line Easement dated September 24, 1953, executed by George C. Fraser, et al to El Paso Electric Company and Mountain States Telephone and Telegraph Company, of record in [Volume 1138, Page 493](#); with Mountain States interest being transferred to Bell Telephone by instrument of record in [Volume 1231, Page 646](#), both Deed Records of El Paso County, Texas.
- e) Easement dated November 23, 1992, executed by Michael Shearn and Sol West III to El Paso Electric Company, of record in Volume [2597, Page 1881](#), Official Records of El Paso County, Texas.
- f) Permanent Easement dated November 29, 1996, executed by Sol West III and Michael Sheran to the City of El Paso, of record in [Volume 3157, Page 2306](#), Official Records of El Paso County, Texas.
- g) Oil, Gas and Mineral Reservation dated June 10, 1985, executed by Texas Pacific Land Trust to Michael Sheran and Sol West III, recorded in [Volume 1564, Page 517](#), Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)
- h) Mineral Deed dated January 25, 1955, executed by Texas Pacific Land Trust to TXL Oil Company, of record in [Volume 1212, Page 143](#), Official Records of El Paso County, Texas; said interest transferred to Texaco, Inc. by instrument of record in [Volume 1667, Page 21](#), Official Records of El Paso County, Texas.
- i) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- j) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE C

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deed recorded in [Volume 3157, Page 2297](#), Official Records of El Paso County, Texas.
7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.
8. Company requires for its review satisfactory documentation from the City of El Paso authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.
9. NOTE TO CLOSER: No outstanding liens of record, please inquire,
10. File to be updated prior to closing.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2118572

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022**:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:  
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Frederick H. Eppinger	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	Executive Vice President, Chief Legal Officer
Julie Warnock	Secretary, Assistant Treasurer
Scott Gray	Treasurer, Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy	TBD
Loan Policy	
Endorsement Charges	\$0.00
Other	
Total	TBD

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

Amount			To Whom	For Service
\$	(or	%)		
\$	(or	%)		
\$	(or	%)		

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

T-7 Commitment Schedule D Revised 1/1/2022



## **DISCLOSURE REGARDING FUNDS FOR CLOSING**

**(to be provided with or within the Commitment for Title Insurance)**

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

**County:** El Paso **TxDOTCONNECT Parcel No. P00054019.001**  
**Highway:** U.S. 62/180  
**Limits:** Tierra Este to F.M. 659  
**RCSJ:** 0374-02-104  
**CCSJ:** 0374-02-100

- 1) **THENCE** in a westerly direction, along the proposed south right-of-way line of U.S. 62/18, crossing said 0.7744 of one acre City of El Paso tract, 30.45 feet along the arc of said curve to the right, having a radius of 6,875.00 feet, a central angle of 00 degrees 15 minutes 14 seconds, and a chord which bears South 82 degrees 34 minutes 33 seconds West, a chord distance of 30.45 feet to a 5/8 inch iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set in the west line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acres River Oaks Properties tract, being 120.23 feet right of Engineer's Baseline Station 700+89.73;



**EXHIBIT A**

- 2) **THENCE**, North 02 degrees 28 minutes 15 seconds East, along the west line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acre River Oaks Properties tract, a distance of 9.33 feet to a point at the northwest corner of said 0.7744 of one acre City of El Paso tract, being at an angle point in the north line of said 34.824 acre River Oaks Properties tract, and being in the south line of that tract described as 11.795 acres (Parcel 45) conveyed to the State of Texas by deed, as recorded in Volume 1170, Page 151, Deed Records, El Paso County, Texas, and the existing south right-of-way line of U.S. 62/180 (Montana Avenue, 200 foot width);
- 3) **THENCE**, North 84 degrees 19 minutes 51 seconds East, along the north line of said 0.7744 of one acre City of El Paso tract, the south line of said 11.795 acre State of Texas tract, and the existing south right-of-way line of U.S. 62/180, a distance of 30.31 feet to a point at the northeast corner of said 0.7744 of one acre City of El Paso tract, being an angle point in the north line of said 34.824 acre River Oaks Properties tract;
- 4) **THENCE**, South 02 degrees 28 minutes 15 seconds West, along the east line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acre River Oaks Properties tract, a distance of 8.39 feet to the **POINT OF BEGINNING** and containing 266 square feet (0.0061 of one acre) of land, more or less.

The bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983, 2014 Adjustment EPOCH 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.000231.

Access is permitted to the highway facility from the remainder of the abutting property.

**EXHIBIT A**

A parcel plat of even date was prepared in conjunction with this property description.

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF TRAVIS   §**

**KNOW ALL MEN BY THESE PRESENTS:**

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 8th day of September, 2020 A.D.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**

3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



Chris Conrad, Reg. Professional Land Surveyor No. 5623

M:/TxDOT El Paso~US 62-Tierra Este to FM 659/Descriptions/Parcel 76

Issued 09/08/2020

MONTANA AVE./U.S. 62/180  
(200' R.O.W.)

EXISTING R.O.W.

76

0.0061 AC.  
266 SQ. FT.

PROPOSED  
R.O.W.

P.O.B.  
PARCEL 76

N02°28'15"E 389.04'

CITY OF EL PASO  
NOVEMBER 29, 1996  
VOL. 3157, PG. 2297  
O.P.R.P.E.P.C.T.  
(0.7744 ACRES)

P.O.C.  
PARCEL 76

PROPERTY INSET  
NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO  
THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE  
PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE  
ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*Chris Conrad*

9/8/2020

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.000231.
2. ABSTRACTING WAS PERFORMED FROM FEBRUARY 2019 THROUGH MAY 2020.
3. FIELD SURVEYING WAS PERFORMED FROM FEBRUARY 2019 THROUGH JUNE 2020.
4. RIGHT-OF-WAY MAPS COMPLETED IN JUNE 2020.
5. THIS MAP IS AN INTERNAL TxDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE. INACCURACIES SHALL BE REPORTED TO THE DISTRICT AND RIGHT-OF-WAY PROJECT DELIVERY SECTION FOR CORRECTIONS.

REVISIONS

DEED	ACQUISITION	REMAINING RT
0.7744 AC. 33,733 SQ. FT.	0.0061 AC. 266 SQ. FT.	0.7683 AC. 33,467 SQ. FT.



PARCEL PLAT SHOWING  
PARCEL 76  
U.S. 62/180 (MONTANA AVENUE)  
EL PASO COUNTY, TEXAS  
R.C.S. J.: 0374-02-104

DATE: SEPTEMBER 2020 SCALE: N.T.S.

EL PASO COUNTY, TEXAS  
SEPTEMBER 18, 1928  
VOL. 501 PG. 148  
D. R. E. P. C. T.  
(5.71 AC.)

COUNTY OF EL PASO, TEXAS  
OCTOBER 5, 1928  
VOL. 497 PG. 636  
D. R. E. P. C. T.  
(12.27 AC.)

SEC. 25, BLK. 79, TSP. 2  
T&P R.R. CO. SURVEY, A-2134

700+00 ENGINEER'S BASELINE

703+00

702+43.16

SEC. 26, BLK. 79, TSP. 2  
T&P R.R. CO. SURVEY,  
A-7874 (W.I. NEWTON)

MONTANA AVE./U.S. 62/180  
(225' R.O.W.)

STATE OF TEXAS  
APRIL 29, 1954  
VOL. 1170 PG. 151  
D. R. E. P. C. T.  
(PARCEL 47 3.227 AC.)

STATE OF TEXAS  
JANUARY 30, 1958  
VOL. 1388 PG. 349  
D. R. E. P. C. T.  
PARCEL 46  
(0.52 AC.)

STATE-STATE OF TEXAS  
MARCH 27, 1954  
VOL. 1164 PG. 413  
D. R. E. P. C. T.  
PARCEL 46A  
(0.146 AC.)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N02°28'15"E	9.33'
L2	N84°19'51"E	30.31'
L3	S02°28'15"W	8.39'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	30.45'	6,875.00'	01°15'14"	15.23'	S82°34'33"W	30.45'

EXISTING R.O.W.

APPROXIMATE SURVEY LINE

APPROXIMATE SURVEY LINE

SEC. 35, BLK. 79, TSP. 2  
T&P R.R. CO. SURVEY,  
A-2139

P.O.B. PARCEL 76  
N=10,673,877.63  
E=469,819.91  
STA. 701+20.17  
119.30' RT

RIVER OAKS PROPERTIES, LTD  
JANUARY 3, 2006  
DOC. NO. 2006001936  
O.P.R.R.P.E.P.C.T.  
(17.086 AC.)

A-2134  
A-7877

RIVER OAKS PROPERTIES, LTD  
JULY 20, 2005  
DOC. NO. 20050065295  
O.P.R.R.P.E.P.C.T.  
(34.824 ACRES)

P.O.C. PARCEL 76  
N=10,673,877.63  
E=469,819.91  
STA. 701+20.17  
119.30' RT

SEC. 36, BLK. 79, TSP. 2  
T&P R.R. CO. SURVEY, A-7877  
(W.I. NEWTON)

APPROXIMATE SURVEY LINE

FOUND TXDOT TYPE I MONUMENT

FOUND TXDOT TYPE II MONUMENT

FOUND IRON ROD WITH CAP 1/2" UNLESS NOTED

FOUND IRON ROD 1/2" UNLESS NOTED

FOUND IRON PIPE 1/2" I.D. UNLESS NOTED

FOUND CHISEL MARK

FOUND MAG NAIL (UNLESS NOTED)

CALCULATED POINT, NOT SET

IRON ROD SET W/ TXDOT ALUMINUM CAP

MAG NAIL SET (UNLESS NOTED)

CHISEL MARK SET

(XXX)

PROPERTY LINE (OWNERSHIP DIVISION)

DEED LINE (OWNERSHIP IN COMMON)

DISTANCE NOT TO SCALE

RIGHT-OF-WAY

NOT TO SCALE

PUBLIC UTILITY EASEMENT

PLAT RECORDS EL PASO COUNTY, TEXAS

DEED RECORDS EL PASO COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS OF REAL

PROPERTY, EL PASO COUNTY, TEXAS

O.P.R.R.P.E.P.C.T.

O.P.R.R.P.E.P.C.T.

O.P.R.R.P.E.P.C.T.

PAGE 5 OF 5

DATE: SEPTEMBER 2020 SCALE: 1" = 50'



Texas Department of Transportation

McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPELS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591  
www.mcgray.com

PARCEL PLAT SHOWING  
PARCEL 76  
U.S. 62/180 (MONTANA AVENUE)  
EL PASO COUNTY, TEXAS  
R.C.S. J.: 0374-02-104

# STEWART TITLE GUARANTY COMPANY

## DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

---

SIGNATURE

---

DATE

## **STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE**

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

### Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

#### **Personal and Sensitive Personal Information Stewart Collects**

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES



H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose.

Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

## **Your Consumer Rights and Choices Under CCPA and CPRA**

### **Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### **Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### **Deletion Request Rights**

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **Your Rights Under CPRA**

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

### **Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

### **Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

### **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

### **Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com); or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

### **Changes to This CCPRA & CPRA Notice**

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### **Link to Privacy Notice**

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

### **Contact Information**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

February 14, 2024 PSB Meeting: Executive Session Item a.

- a. The Board will deliberate regarding whether the following property can be declared inexpedient to the water, wastewater and stormwater system, the property is legally described as portion of land situated in the T&P R. R. Co. Survey. Abstract No. 2139, Section 35, Block 79, Township 2, in El Paso County, consisting of approximately 0.0061 acre. (551.071) (551.072)

**MOTION**

**“FOR EXECUTIVE SESSION ITEM A, I MOVE that that the property be declared inexpedient to the water, wastewater and stormwater systems, and the President/CEO be authorized to proceed with the sale of the property under the terms and conditions specified and sign any and all documents necessary, and that any portions of the property reserved or excepted from the sale shall remain a part of the System.”**

Motion made by: \_\_\_\_\_Lisa Saenz\_\_\_\_ and seconded by: \_\_\_\_Bryan Morris\_\_\_\_\_

AYES:\_\_\_\_\_2\_\_\_\_\_

NAYS:\_\_\_\_\_