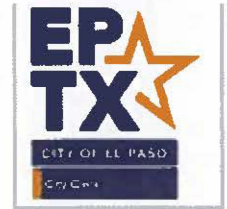


**5CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: City Manager's Office

AGENDA DATE: September 30, 2025

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Richard Bristol, Deputy City Manager
Mary Lou Espinoza, Capital Assets
Manager

PHONE NUMBER: (915) 212-1082

PHONE NUMBER: (915) 212-1882

DISTRICT(S) AFFECTED: District 8

SUBJECT:

A Resolution authorizing the City Manager to sign a License Agreement between the City of El Paso and the El Paso Community Foundation's Borderland Rescue Fund for the use of approximately 3,000 square feet of the City's property at 300 N. Campbell, El Paso Texas 79901 for storage of pet food and supplies for the Library Pet Pantries.

BACKGROUND / DISCUSSION:

The El Paso Community Foundation's Borderland Rescue Fund Initiative supports the Rescue Pantry, Grant Program, Medical Reserve Fund and Pet Supply Pantries in collaboration with the El Paso Public Libraries.

COMMUNITY AND STAKEHOLDER OUTREACH:

There has been support by multiple City Council Representative and announcements at the opening of Pet Pantry located at various Public Libraries around the City. The Borderland Rescue Fund Initiative was presented to the Animal Shelter Advisory Committee on June 11, 2025.

PRIOR COUNCIL ACTION:

City Council has approved the use of discretionary funds in support of the Pet Pantries at EL Paso Public Libraries on June 10, 2025.

AMOUNT AND SOURCE OF FUNDING:

This item is at no cost for the El Paso Community Foundation it is a partnership of warehouse space in exchange for pet food and supplies to support the Pet Pantries located at El Paso Public Libraries.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
n/a	n/a

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

DEPARTMENT HEAD:


Richard Bristol, Deputy City Manager

Mary Lou Espinoza – Capital Assets Manager

RESOLUTION

WHEREAS, the Pet Pantries at El Paso Public Libraries (the “Pet Pantries”) is a partnership between the City of El Paso and the El Paso Community Foundation’s Borderland Rescue Fund, with support from Greater Good Charities;

WHEREAS, the Pet Pantries provides free food and supplies for pets in the City of El Paso and the region at all 14 El Paso Public Libraries;

WHEREAS, Licensee has requested that the City allow use of a portion of the City’s property at 300 N. Campbell, El Paso Texas 79901, at no cost, for use as a warehouse for the storage of pet food for the Pet Pantries.

WHEREAS, Texas law requires that, to legally provide free use of City property, the El Paso City Council must determine that 1) the arrangement serves a predominately public purpose; 2) the City will retain sufficient control to ensure the public purpose is carried out; and 3) the City will receive a return benefit;

WHEREAS, the City Council for City of El Paso finds that:

- 1) providing free use of the City property to Licensee serves the predominantly public purpose of improving the health and safety of pets in the community, thus, in turn, impacting positively on our community’s human health and welfare;
- 2) the City will retain control to ensure that the public purpose is carried out through the legal obligations of the Licensee as set forth in this License Agreement; and
- 3) the City will receive the return benefit of improved health and safety of pets in the community, as well as the benefit of an additional source of free pet food in the community thereby providing assistance to the El Paso Animal Shelter’s free pet food program;

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

That the City Council hereby authorizes the City Manager to execute the License Agreement between the City and El Paso Community Foundation for the use of approximately 3,000 square feet in the City’s property at 300 N. Campbell, El Paso, Texas, for a term of one year, and for non-monetary consideration.

APPROVED this _____ day of _____ 2025.

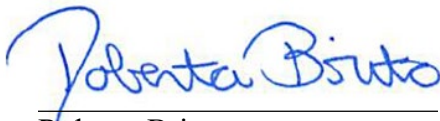
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

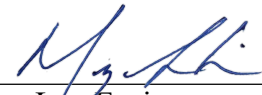
Laura D. Prine
City Clerk

APPROVED AS TO FORM:




Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager
Real Estate Division



Richard Bristol
Deputy City Manager

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is made this ____ day of _____, 2025 between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“City”) and the El Paso Community Foundation, a non-profit organization (“**Licensee**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

WHEREAS, the Pet Pantries at El Paso Public Libraries (the “Pet Pantries”) is a partnership between the City of El Paso and the El Paso Community Foundation’s Borderland Rescue Fund, with support from Greater Good Charities;

WHEREAS, the Pet Pantries provides free food and supplies for pets in the City of El Paso and the region at all 14 El Paso Public Libraries;

WHEREAS, Licensee has requested that the City allow access to, and use of, a portion of the City’s property at 300 N. Campbell, El Paso Texas 79901, at no cost, for use as a warehouse for the storage of pet food for the Pet Pantries.

WHEREAS, Texas law requires that, to legally provide free use of City property, the El Paso City Council must determine that 1) the arrangement serves a predominately public purpose; 2) the City will retain sufficient control to ensure the public purpose is carried out; and 3) the City will receive a return benefit;

WHEREAS, the City Council for City of El Paso finds that:

- 1) providing free use of the City property to Licensee serves the predominantly public purpose of improving the health and safety of pets in the community, thus, in turn, impacting positively on our community’s human health and welfare;
- 2) the City will retain control to ensure that the public purpose is carried out through the legal obligations of the Licensee as set forth in this License Agreement; and
- 3) the City will receive the return benefit of improved health and safety of pets in the community, as well as the benefit of an additional source of free pet food in the community thereby providing assistance to the El Paso Animal Shelter’s free pet food program;

The parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The Recitals are incorporated into the Agreement as if fully set forth herein.

SECTION 2. DEFINITIONS.

The following terms shall be defined in this License Agreement as follows:

- Premises:** An area in 300 N. Campbell, El Paso, Texas 79901, not to exceed 3,000 square feet, and shown on **Exhibit A-1** and **Exhibit “A-2”**, attached.
- Permitted Use:** Use by El Paso Community Foundation’s Borderland Rescue Fund Pantry Initiative to store pet food and supplies for Pet Pantries and local rescues.
- Term:** One (1) year.
- License Commencement Date:** _____, 2025
- License Fee:** \$5,000.00, which License Fee is waived.

SECTION 3. PREMISES

- A. The City hereby grants a non-exclusive license for use of its property at the following location:
- Approximately 3,000 square feet located in City of El Paso property at 300 N. Campbell, as further described in the architectural rendering and survey attached as **Exhibit “A-1” and Exhibit “A-2”** (collectively, the **“Premises”**).

SECTION 4. PURPOSE.

- A. The Licensee will use the Premises only for the following purpose(s): The license granted under this Agreement is strictly to allow Licensee access to the area located at 300 N. Campbell, El Paso, Texas 79901 and shown on Exhibit “A-2”. This area shall not exceed 3,000 square feet and shall be used only to store pet supplies and pet food that will be provided to the public at the Pet Pantries at El Paso Public Libraries and to local animal rescue shelters (**“Purpose”**).
- B. The Licensee using the Premises for anything besides the Purpose or on any times or dates other than those described within this Agreement is a material breach of this Agreement.
- C. The Licensee acknowledges that the Licensee using the Premises for the Purpose of this Agreement is a non-exclusive privilege allowing the City to grant the same or other privileges on the Premises to parties outside this Agreement.

SECTION 5. WAIVER OF LICENSE FEE.

A. The License Fee for the Premises, over the Term, is \$5,000.00. However, the City waives the License Fee during the Term of this Agreement (“**License Fee**”).

SECTION 6. TERM.

A. The Agreement commences on the Effective Date and ends one (1) year from the Effective Date (“**Term**”) unless terminated earlier pursuant to Section 13 of the Agreement.

SECTION 7. LICENSEE WILL ABIDE BY FOLLOWING CONDITIONS.

A. The Licensee will abide by the following conditions (“**Conditions**”):

1. **REQUIREMENTS.** The Licensee will comply with the Premises Policies and Requirements described in Exhibit “**B**”.

2. **EQUIPMENT.** If the Licensee wishes to bring any external equipment of any kind into the Premises for the Purpose, then the Licensee will get approval from the City for the external equipment the Licensee wishes to use for the Purpose of this Agreement.

3. **IMPROVEMENT OF PREMISES.** The Licensee will not make any improvements or change to the Premises without the City’s prior written approval. If the Licensee is permitted by the City to make improvements to the Premises, then the Licensee will restore the Premises to the original condition at the expiration or termination of this Agreement.

4. **NO DISCRIMINATION.** Admission to the Premises for the activities covered by this Agreement shall not be denied to any person on account of race, color, national origin or handicap, as provided in Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, or any other applicable laws.

SECTION 8. CITY RESPONSIBILITIES

A. **POINT OF CONTACT.** The City of El Paso must designate a point of contact to coordinate access dates and delivery times by Licensee to Property. This individual will always escort Licensee.

B. **GATE ACCESS:** The City will provide a key card for entry to the gate on E. Mills Ave, with access limited to that specific gate.

C. **BUILDING ACCESS:** The City is responsible for providing access to the building and will use the point of contact designated by Licensee to coordinate.

D. **PEST CONTROL REQUESTS.** The City may request additional pest control services from Licensee if there is a noticeable increase in pests observed.

SECTION 9. DAMAGE TO CITY PROPERTY.

A. The Licensee is responsible for all damages caused to City property by the Licensee and/or the Licensee's employees, agents, or contractors. If the Licensee or any of the Licensee's employees, agents, or contractors damages any City property, then the City may repair such damage to the City's standards and the City may send an invoice to the Licensee for the full costs of the repairs. The Licensee will pay in full any invoice sent by the City under this section within 30 calendar days of receipt.

SECTION 10. RELEASE.

The Licensee releases the City from all claims of property damage, property loss, personal injury, illness, and death sustained by the Licensee while on the Premises regardless of whether such property damage, property loss, personal injury, illness, or death was caused by the negligence of the City or the City's officers, employees, and/or agents.

SECTION 11. INSURANCE.

A. The Licensee will provide the City the following insurance policies:

1. **LIABILITY INSURANCE.** Liability Insurance from a solvent company authorized to do business in the State of Texas. The liability insurance must provide coverage for the Licensee and its employees in the minimum amounts of \$1,000,000.00 per occurrence for bodily injury or wrongful death and \$1,000,000 per occurrence for property damage. The Licensee will ensure that the liability insurance provides coverage for premises liability, operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad form property damage liability, and independent contractor liability. If the Licensee is performing work for the Purpose of this Agreement near any railroad or streetcar track, then the Licensee will provide liability insurance that provides railroad protective liability insurance in the amount of \$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence.

2. **WORKERS COMPENSATION.** If required by law, the Licensee will obtain a third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the Purpose and will cover all of the persons engaged in the Purpose.

3. **AUTO LIABILITY.** Automobile Liability Insurance covering all owned, hired, and non-owned motor vehicles used by Licensee, its employees, contractors or agents, in connection with the Purpose of this Agreement with limits of liability not less than \$1,000,000.00 for each occurrence Combined Single Limit for Bodily Injury and Property Damage.

B. Licensee will maintain the insurance policies described above throughout the Term of this Agreement. The Licensee will ensure that all policies comply with the following:

1. The Licensee may provide the insurances required in this section in one or more policy of insurance, the form of which must be approved by the City's Risk Manager.

2. Prior to performing the Purpose, the Licensee will provide the City copies of all insurance policies along with all endorsements and certificates of insurance.

3. The Licensee will provide the City all certificates evidencing renewal or replacement of said policies of insurance at least 15 calendar days prior to the expiration or cancellation of any such policies.

4. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The City may reject an issuer of an insurance policy in the City's sole discretion.

5. Each policy, except those for Workers' Compensation, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

6. Licensee will obtain the prior written approval of the City's Risk Manager for any deductibles, aggregate caps, and endorsements on any insurance policy required under this Agreement.

7. The Licensee will require the insurance policy issuer to provide the City 30 calendar days advance notice of any reduction in coverage under an insurance policy.

8. Each policy must expressly state that it may not be canceled or non-renewed unless there are 30 calendar days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company.

9. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees.

10. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

SECTION 12. INDEMINIFICATION.

Licensee or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City

Charter or any law, the City will promptly forward to the Licensee every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Licensee will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Licensee may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Licensee will pay all judgments finally establishing liability of the City in actions defended by Licensee pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Organization, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Organization's property from any cause.

SECTION 13. TERMINATION.

A. This Agreement may be terminated as provided in this section.

1. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least 24 hours before the termination of this Agreement. If either party terminates this Agreement pursuant to the provision the City is entitled to keep the License Fee collected pursuant to this Agreement.

2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of intent to terminate enumerating the failures for which termination is being sought and provide at least 24 hours to the non-terminating party to cure such failure. If the City terminates this Agreement pursuant to this provision, then the City will be entitled to keep the License Fee that was paid by the Licensee.

B. **TERMINATION NOT A RELEASE.** Termination by either party is not a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party is not relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

SECTION 14. GENERAL PROVISIONS.

A. **NO REAL PROPERTY INTEREST.** The City, by granting a license to use the Premises under this Agreement, does not give any real property rights of the Premises or any other City property to the Licensee, except as expressly stated under this Agreement. The Licensee acknowledges that the granting of any other rights for any other purpose requires additional instruments separate from this Agreement.

B. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

C. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Licensee and the City. As such, the City is not subject to the liabilities or obligations the Licensee obtains under the performance of this Agreement.

D. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement “**business days**” means Monday through Friday excluding City of El Paso holidays and “**calendar days**” means Monday through Sunday excluding City of El Paso holidays.

E. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail or through personal delivery. All mailed notices are considered received 3 business days after the postmark date. All notices that are personally delivered are considered received upon delivery. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
--------------	--

Copy to:	The City of El Paso Attn: Real Estate Division P.O. Box 1890 El Paso, Texas 79950-1890
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To the Licensee:	EL PASO COMMUNITY FOUNDATION Attn: Eric Pearson PO Box 272 El Paso, TX 79943
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F. CONFIDENTIALITY. The Licensee acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

G. GOVERNING LAW. This Agreement is governed by Texas law.

H. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

I. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

J. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

K. GOVERNMENTAL FUNCTIONS. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

L. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Licensee will procure all licenses and pay all fees or other charges as required for the Purpose.

M. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

N. SUCCESSORS AND ASSIGNS. This Agreement is binding on the City and the Licensee, and the Licensee's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

O. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

P. REPRESENTATIONS AND WARRANTIES. The Licensee warrants to the City that the Licensee has all required licenses, permits, and expertise for the Purpose of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.


[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

EXECUTED THIS DAY ____ OF _____, 2025.

CITY OF EL PASO, TEXAS:


Dionne L. Mack
City Manager

APPROVED AS TO FORM:




Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager
Real Estate Division



Richard Bristol
Deputy City Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me this ____ day of _____ 2025, by
Dionne L. Mack, as City Manager of the City of El Paso.

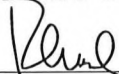
Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

EXECUTED THIS 24th DAY OF September, 2025.

LICENSEE

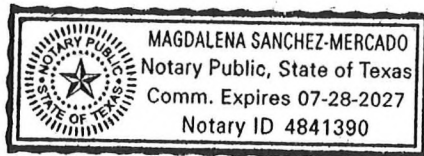
EL PASO COMMUNITY FOUNDATION

By: 
Eric Pearson
President/CEO

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 24th day of September, 2025,
by Eric Pearson, President/CEO of El Paso Community Foundation.





Notary Public, State of Texas

EXHIBIT “A-1”

PREMISES

NOTES:

1. BEARINGS AND COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE 4203 (NAD 83)
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480214-00398, DATED OCTOBER 15, 1982, THIS PROPERTY IS IN FLOOD HAZARD ZONE C.
3. EL PASO TIMES SUBDIVISION RECORDED IN VOLUME 63, PAGE 34, PLAT RECORDS OF EL PASO COUNTY, TEXAS.
4. SUBJECT PROPERTY IS ZONED C-56
5. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY.
6. RECORD INFORMATION IS AS PER ADJOINING PLATS AND REFERENCED HERE IN BY "X" SYMBOL TO CORRESPOND TO THE RECORD CALLS. ALL PLATS ARE RECORDED PLATS WITH THE EL PASO COUNTY PLAT RECORDS.
- *EL PASO TIMES SUBDIVISION (VOL. 63, AND PG. 34)

SCHEDULE B ITEMS LISTED BELOW PER COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE OF NO. 210191-COM.

10c. CLAIM BY THE TIGUA INDIAN TRIBE OF THE YSLETA DEL SUR PUEBLO, AS EVIDENCE BY THAT CERTAIN AFFIDAVIT CONCERNING FILING OF NOTICE OF CLAIM TO THE YSLETA GRANT AND ABORIGINAL TITLE AREAS, EXECUTED BY JULIAN GRANILLO, GOVERNOR OF THE YSLETA DEL SUR PUEBLO INDIAN TRIBE, ALSO KNOWN AS THE TIGUA INDIAN COMMUNITY, DATED APRIL 12, 1993, FILED ON APRIL 16, 1993 IN VOLUME 2553, PAGE 1958, OF THE REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.

10g. EASEMENT TO EL PASO ELECTRIC COMPANY RECORDED IN VOLUME 2327, PAGE 1374, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (PARCEL 1) NOT APPLICABLE

10h. RIGHT OF WAY EASEMENT TO THE SOUTHERN UNION GAS COMPANY, RECORDED IN VOLUME 3603, PAGE 1075, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (PARCEL 1) NOT APPLICABLE

10i. RESERVATION OF ALL MINERALS, OIL, AND GAS 500 FEET OR MORE BENEATH THE SURFACE OF THE PROPERTY TO SOUTHERN PACIFIC TRANSPORTATION COMPANY, RECORDED IN VOLUME 1948, PAGE 380, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (PARCEL 1) SUBJECT TO PROPERTY

10j. TERMS, CONDITIONS AND STIPULATIONS OF REZONING ORDINANCE DATED AUGUST 21, 1990, RECORDED IN VOLUME 2221, PAGE 1318, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (PARCEL 1) SUBJECT TO PROPERTY

10k. TERMS, CONDITIONS AND STIPULATIONS OF THE ORDER GRANTING THE PETITION FOR CREATING THE EL PASO DOWNTOWN MANAGEMENT DISTRICT OF EL PASO COUNTY, RECORDED IN VOLUME 3223, PAGE 1138, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. SUBJECT TO PROPERTY

10l. TERMS, CONDITIONS AS SET FORTH IN GRANT OF RECIPROCAL EASEMENTS AND RELATED AGREEMENTS BETWEEN TEXAS-NEW MEXICO NEWSPAPERS PARTNERSHIP AND THE CITY OF EL PASO RECORDED DECEMBER 17, 2012 UNDER CLERKS FILE NO. 20120092287, REAL, PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. SUBJECT TO PROPERTY

10m. TERMS, CONDITIONS AS SET FORTH IN COMMON WALL AGREEMENTS BETWEEN TEXAS-NEW MEXICO NEWSPAPERS PARTNERSHIP AND THE CITY OF EL PASO RECORDED DECEMBER 17, 2012 UNDER CLERKS FILE NO. 20120092288, REAL, PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. SUBJECT TO PROPERTY

10n. MEMORANDUM OF RIGHT OF FIRST OFFER GRANTED TO THE CITY OF EL PASO RECORDED DECEMBER 17, 2012 UNDER CLERKS FILE NO. 20120092289, REAL, PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. SUBJECT TO PROPERTY

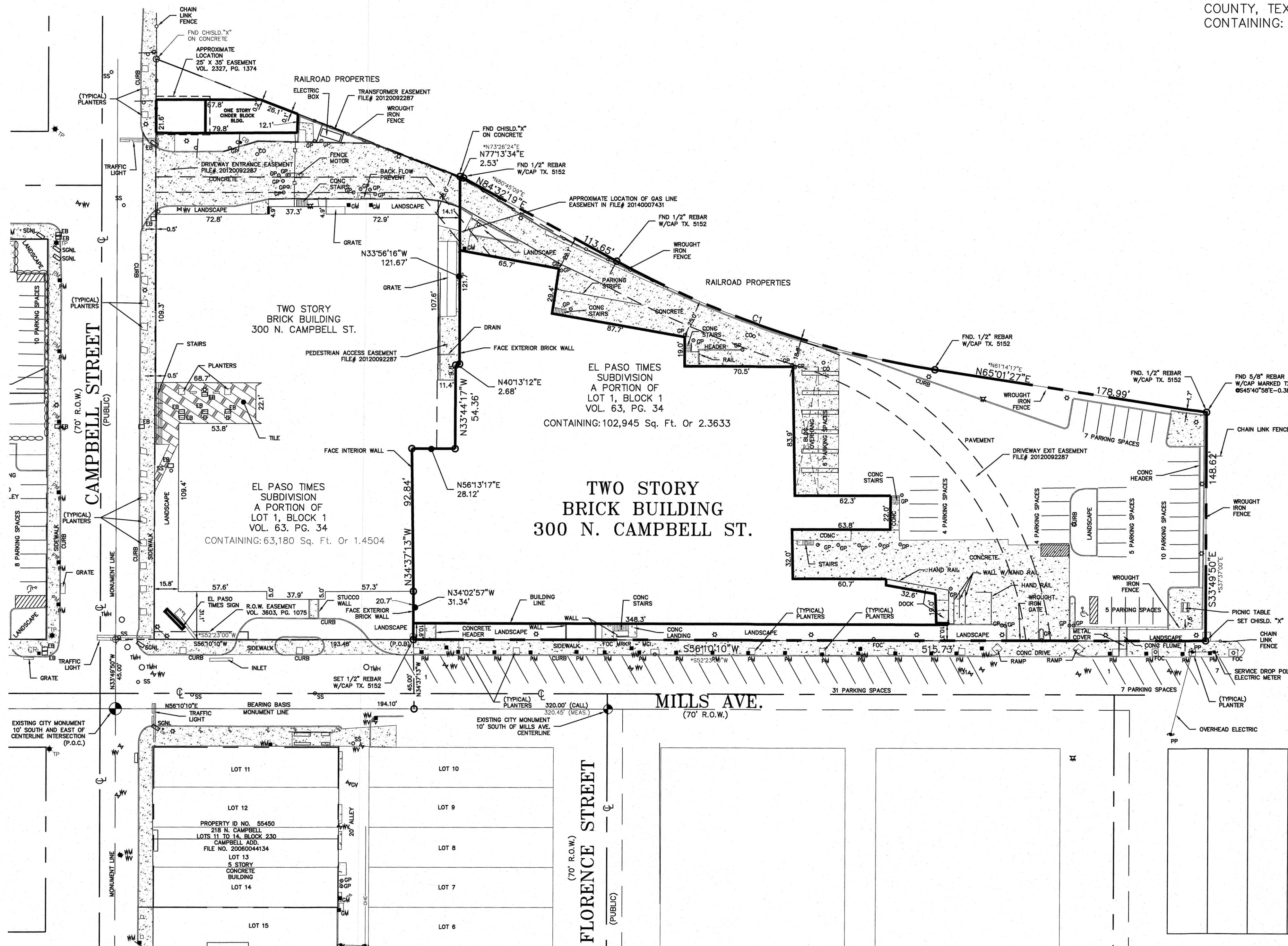
10o. APPURTENANT EASEMENT GRANTED TO THE CITY OF EL PASO TO TEXAS-NEW MEXICO NEWSPAPERS PARTNERSHIP RECORDED FEBRUARY 6, 2014 UNDER CLERKS FILE NO. 20140007431, REAL, PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.

Exhibit "A-1"

City Property 300 N. Campbell

PLAT OF SURVEY

BEING A PORTION OF LOT 1, BLOCK 1, EL PASO TIMES SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS. ACCORDING TO THE PLAT THEREOF ON FILE IN VOLUME 63, PAGE 34, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS, SAVE & EXCEPT THAT PORTION CONVEYED TO THE CITY OF EL PASO BY WARRANTY DEED RECORDED IN CLERKS FILE NO. 20120092286, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS
CONTAINING: 2.3633± Acres



SYMBOL LEGEND	
	FOUND CONTROL POINT
	FOUND CITY MONUMENT
	SET 1/2" REBAR W/CAP 5152
	CALCULATED POINT (NOT SET)
	SANITARY SEWER
	STORM SEWER
	TELEPHONE MANHOLE
	CLEAN OUT VALVE
	WATER VALVE
	ELECTRIC PULL BOX
	POWER POLE
	GUY WIRE
	TRAFFIC CONTROL BOX
	TRAFFIC SIGN
	TELEPHONE BOX
	LIGHT POLE
	GAS METER
	FIRE HYDRANT
	GUARD POST
	GAS VALVE
	WATER METER
	IRRIGATION CONTROL BOX
	SIGNAL CONTROL BOX
	TRAFFIC POLE CROSS WALK
	CABLE RISER
	PARKING METER
	FLAG POLE
	FIBER OPTIC CABLE

SCALE: 1" = 40'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	645.50'	219.85'	111.00'	218.79'	N74°46'53"E	19°30'52"
					*N70°59'43"E	

UPDATED AND REVISED:
6/18/2021 OFFICE, C.C. FIELD: W.B.
6000 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905
©COPYRIGHT 2021/CONDE INC.
ALL RIGHTS RESERVED



CONDE INC.
ENGINEERING/ PLANNING/ SURVEYING/ CAD
6000 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905
PHONE (915) 592-0283 FAX (915) 592-0286



CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

EXHIBIT “A-2”

Exhibit "A-2"
Area of Property
Licensed to Licensee

3,000 SF

9' - 3"

6' - 3"

[illegible]

Drawing

Print Date / Time: 9/18/2025 8:25:34 AM

EXHIBIT “B”

POLICIES AND REQUIREMENTS

The policies and requirements for the Premises are as follows:

Licensee: El Paso Community Foundation (the “EPCF”)

1. **Inventory Management:** The EPCF is responsible for receiving, via truck shipment, multiple pallets of wrapped animal food. They must manage the inventory, which includes its security, storage, and dissemination to various animal rescue shelters.
2. **Operational Planning and Coordination:** For all inventory-related activities, the EPCF is responsible for the arrangements. This includes the coordination and planning for the facility to be opened and secured during normal business hours for inventory receipt and dissemination.
3. **Inventory Security:** The EPCF must ensure the security of the animal food inventory while it is on the premises.
4. **Point of Contact:** The EPCF must designate a point of contact to coordinate access dates and delivery times to the Premises with the City of El Paso. Access to the Premise will be provided to two (2) EPCF designated individuals.
5. **Pest Control:** The EPCF is responsible for monthly pest control services on the premises. They must also arrange for additional pest control if requested by the City of El Paso due to a noticeable increase in pests.
6. **Storage and Distribution:** The Premises will be used by the EPCF for storing and delivering pet food and supplies only. Any distribution of food or supplies for rescue organizations, individuals, or any entity to pick up food must be escorted by a City of El Paso Employee and EPCF designee. Those picking up food and supplies are not permitted on the Premises and must enter and exit the parking lot through the gate located on Mills Ave. City Hall Security must be notified of dates and estimated times of these deliveries and distribution.