

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

**AGENDA DATE:** April 27, 2021

**PUBLIC HEARING DATE:** May 11, 2021

**CONTACT PERSON(S):** Sam Rodriguez – Chief Operations & Transportation Officer,  
(915) 212-0065

**DISTRICT(S) AFFECTED:** District 1

**STRATEGIC GOAL:** Goal 4: Enhance El Paso's Quality of Life through Recreational,  
Cultural and Educational Environments

**SUBGOAL:** 4.2 Create innovative recreational, educational and cultural programs

**SUBJECT:**

An ordinance authorizing the City Manager to sign a conservation easement, by and between the City of El Paso, El Paso Water Utilities, and the Frontera Land Alliance, to convey a conservation easement over the open space property commonly referred to as the "Lost Dog Property".

**BACKGROUND / DISCUSSION:**

The purpose of this agenda item is to authorize the City Manager to sign a conservation easement between the City of El Paso, El Paso Water Utilities (EPWater) and Frontera Alliance to preserve approximately 1,000 acres of land in Northwest El Paso, including the Lost Dog Trail and its associated trail system in accordance with the May 4, 2019 special election which called for the land's permanent preservation. The purpose of the easement is to conserve the property which contains open space for recreation, scenic qualities, and a variety of wildlife, subsurface water conveyance, and plant life (collectively, the "Conservation Values"), all of which are important to the citizens of the City and the region.

Through the easement, the City and EPWater will grant to Frontera Land Alliance, a non-profit organization whose primary purpose is the preservation, protection, or enhancement of significant Texas natural areas, the rights necessary to preserve and protect the property in its natural state and to prevent any use of the property that would adversely impact its Conservation Values. For the purposes of the easement, natural state means the present condition of the property, including open natural space for wildlife habitat, water conservation, passive recreation (including existing trails), open scenic views, and utility infrastructure and storm water drainage. The City will maintain ownership of the property, while EPWater will retain maintenance responsibility for the property in its present state.

**PRIOR COUNCIL ACTION:**

On May 4, 2019, following the initiative petition process and a special election approved by City of El Paso voters to preserve in its natural state approximately 1,000 acres of land owned by the City and located in Northwest El Paso, the City Council unanimously approved an ordinance preserving, in its natural state and in perpetuity, the approximate 1,000 acres of land. That same day, City Council authorized the City Manager to direct City staff to work with stakeholders to determine preservation costs and at least three courses of action to achieve preservation. On July 23, 2019, City Council directed City staff to further explore the use of a conservation easement as a tool to achieve preservation of the approximate 1,000 acres into perpetuity. Subsequently, on February 18, 2020, City Council directed City staff to place a conservation easement over the property. This item fulfills that directive.

**AMOUNT AND SOURCE OF FUNDING:**

None at this time, however, the easement establishes a service fee that will be paid to Frontera Land Alliance by the City for the services it provides under the conservation easement. The easement provides that the City and Frontera will enter into a separate, mutually agreeable agreement governing the terms and conditions of the service fee. Additionally, EPWater shall bear all costs and responsibilities related to the operation, upkeep and maintenance of the property in its present state for as long as the property remains in EPWater's inventory.

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?   X   YES      NO**

**PRIMARY DEPARTMENT:** El Paso Water Utility

**SECONDARY DEPARTMENT:** Parks and Recreation

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

**DEPARTMENT HEAD:**

Samuel Rodriguez  
Sam Rodriguez, Chief Operations and Transportation Officer

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONSERVATION EASEMENT, BY AND BETWEEN THE CITY OF EL PASO, EL PASO WATER UTILITIES, AND THE FRONTERA LAND ALLIANCE, TO CONVEY A CONSERVATION EASEMENT OVER THE OPEN SPACE PROPERTY COMMONLY REFERRED TO AS THE “LOST DOG PROPERTY”.**

**WHEREAS**, the City of El Paso (“City”) owns 1,001 acres, more or less, in northwest El Paso, described by the metes and bounds description attached hereto as Exhibit “A” (“Metes and Bounds”) and the survey and plat of the Property attached hereto as Exhibit “B” (“Survey and Plat”);

**WHEREAS**, the property described in Exhibit “A” and Exhibit “B” is commonly referred to as the “Lost Dog Property” (referred to herein as the “Property”);

**WHEREAS**, for several years, the Property was held in El Paso Water Utilities’ land inventory as part of the water and sewer facilities system (the “System”);

**WHEREAS**, on July 23, 2019, the El Paso City Council approved using the Municipal Drainage Utility System’s “10% Fund” to compensate the System for the fair market value of the Property and directed that the Property remain in El Paso Water Utilities’ land inventory for the dual purpose of storm water management and open space preservation;

**WHEREAS**, on February 18, 2020, the El Paso City Council directed staff to place a conservation easement over the Property (“Conservation Easement”);

**WHEREAS**, the Property contains open space for recreation, scenic qualities, and a variety of wildlife and plant life (collectively, the “Conservation Values”);

**WHEREAS**, the City, together with El Paso Water Utilities, intends that the Conservation Values of the Property be preserved and maintained by permitting only those uses that do not adversely impact the Conservation Values;

**WHEREAS**, The Frontera Land Alliance (“Frontera”) is a nonprofit organization as defined by Section 252.011 (a) of the Texas Local Government Code;

**WHEREAS**, the City, El Paso Water Utilities, and Frontera wish to enter into a conservation easement agreement pursuant to the Texas Natural Resource Code, Chapter 183;

**WHEREAS**, in accordance with Section 253.011 (c) of the Texas Local Government Code, a conservation easement may be conveyed to Frontera as a nonprofit organization without the necessity of complying with the notice and bidding requirements of state law; and

**WHEREAS**, in consideration for the City’s conveyance of the conservation easement, Frontera agrees to use, protect, and preserve the Property in a manner that preserves the

Conservation Values;

**WHEREAS**, if Frontera fails to use, protect, and preserve the Property in accordance with the conservation easement, the conservation easement shall automatically terminate and Frontera's nonpossessory interest in the Property shall automatically revert to the City.

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

That the City Manager is authorized to sign a conservation easement, by and between the City of El Paso, El Paso Water Utilities, and The Frontera Land Alliance, for the real property commonly referred to as "Lost Dog Property" and more fully described in Exhibit "A" and Exhibit "B".

That the City Manager is authorized to sign any associated documents, in a form approved by the City Attorney's Office, necessary to effectuate the conservation easement.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

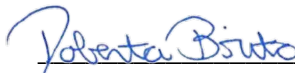
THE CITY OF EL PASO

\_\_\_\_\_  
Oscar Leaser  
Mayor


ATTEST:

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

APPROVED AS TO FORM:

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

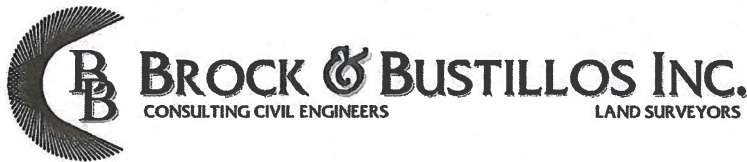
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Sam Rodriguez, P.E., City Engineer  
Capital Improvement Department



**EXHIBIT “A”**

**Metes and Bounds**



ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

ISAAC CAMACHO, R.P.L.S.  
Survey Manager

TBPE Reg No. F-737  
TBPS Reg No. 101314-00

## METES AND BOUNDS DESCRIPTION

### *"Pod 1"*

*A 770.7639 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as all of S. J. Larkin Survey No. 267, a portion of Nellie D. Mundy Survey No. 246, a portion of Tract 1, S. J. Larkin Survey No. 268 and a portion of Tract 1A, S. J. Larkin Survey No. 269 and being more particularly described by metes and bounds as follows.*

**COMMENCING** for reference at a two inch pipe found for the corner common to Nellie D. Mundy Survey No. 242, Nellie D. Mundy Survey No. 243, Nellie D. Mundy Survey No. 246 and S. J. Larkin Survey No. 267, whence a two inch pipe found for the corner common to Nellie D. Mundy Survey No. 246, S. J. Larkin Survey No. 267, S. J. Larkin Survey No. 268 and S. J. Larkin Survey No. 269 bears South 86°45'05" East, a distance of 5,215.19 feet; **THENCE**, leaving the corner common to said Surveys 242, 243, 246 and 267 and following the boundary line common to said Survey No. 242 and said Survey No. 267, South 03°13'31" East, a distance of 335.33 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Survey No. 242 and said Survey No. 267, North 86°42'50" East, a distance of 459.16 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North 79°30'09" East, a distance of 399.79 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South 86°17'53" East, a distance of 444.96 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North 01°30'00" East, at a distance of 191.69 feet pass the boundary line common to said Survey 246 and said Survey No. 267 and at a total distance of 543.07 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South 88°30'00" East, a distance of 151.12 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North 01°30'00" East, a distance of 1,078.12 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of curvature;

**THENCE**, following the arc of a curve to the right having a radius of 885.00 feet, a central angle of 07°13'57", an arc length of 111.71 feet and whose long chord bears North 05°06'58" East, a distance of 111.64 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of tangency;

**THENCE**, North  $08^{\circ}43'57''$  East, a distance of 344.25 feet to a TXDOT brass cap right-of-way marker found on the south right-of-way line of Transmountain Drive for an angle point;

**THENCE**, following the south right-of-way line of Transmountain Drive, South  $81^{\circ}16'03''$  East, a distance of 130.00 feet to a TXDOT brass cap right-of-way marker found for an angle point;

**THENCE**, leaving the south right-of-way line of Transmountain Drive, South  $08^{\circ}43'57''$  West, a distance of 344.25 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of curvature;

**THENCE**, following the arc of a curve to the left having a radius of 755.00 feet, a central angle of  $07^{\circ}13'57''$ , an arc length of 95.30 feet and whose long chord bears South  $05^{\circ}06'58''$  West, a distance of 95.24 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of tangency;

**THENCE**, South  $01^{\circ}30'00''$  West, a distance of 1.078.12 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South  $88^{\circ}30'00''$  East, a distance of 227.46 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North  $01^{\circ}30'00''$  East, a distance of 95.89 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North  $55^{\circ}57'25''$  East, a distance of 438.65 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point

**THENCE**, North  $82^{\circ}16'41''$  East, a distance of 1,256.12 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South  $86^{\circ}18'49''$  East, a distance of 342.69 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South  $75^{\circ}42'25''$  East, a distance of 889.75 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South  $79^{\circ}44'46''$  East, at a distance of 633.12 feet pass the boundary line common to said Survey No. 246 and said Survey No. 269 and at a total distance of 738.12 feet to 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North  $84^{\circ}14'30''$  East, a distance of 126.43 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the northeast corner of the parcel herein described;

**THENCE**, South  $22^{\circ}33'29''$  East, a distance of 675.67 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, North  $70^{\circ}50'06''$  East, a distance of 282.19 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $24^{\circ}47'32''$  East, at a distance of 253.14 feet pass the boundary line common to said Survey No. 268 and said survey No. 269 and at a total distance of 320.89 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $14^{\circ}04'36''$  West, a distance of 173.13 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $36^{\circ}30'46''$  West, a distance of 320.24 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $49^{\circ}50'39''$  West, a distance of 493.62 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $37^{\circ}33'14''$  West, a distance of 612.58 feet to a 1/2 inch rebar with survey cap No. TX 5337 set on the line boundary line common to said Survey No. 268 and said Survey No. 267 for an angle point;

**THENCE**, following the line boundary line common to said Survey No. 268 and said Survey No. 267, South  $02^{\circ}42'36''$  West, a distance of 1,106.06 feet to a 1/2 inch rebar with survey cap No. TX 5337 set on the northerly boundary line of El Paso Water Utilities Aircraft Tank No. 3 for an angle point;

**THENCE**, leaving the boundary line common to said Survey No. 268 and said Survey No. 267 and following the northerly boundary line of said Tank No. 3, South  $89^{\circ}59'11''$  East, a distance of 661.19 feet to a 1/2 inch rebar with survey cap No. TX 5337 set on the easterly boundary line of said Tank No. 3 for an angle point;

**THENCE**, leaving the northerly boundary line of said Tank No. 3 and following the easterly boundary line of said Tank No. 3, South  $00^{\circ}00'23''$  West, a distance of 345.15 feet to a 1/2 inch rebar with survey cap No. TX 5337 set on the southeasterly boundary line of said Tank No. 3 for an angle point;

**THENCE**, leaving the easterly boundary line of said Tank No. 3 and following the southeasterly boundary line of said Tank No. 3, South  $39^{\circ}07'13''$  West, a distance of 201.94 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, leaving the southeasterly boundary line of said Tank No. 3 South  $37^{\circ}29'42''$  East, a distance of 553.44 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $03^{\circ}41'39''$  West, a distance of 1,369.03 feet to a 1/2 inch rebar with survey cap No. TX 5337 set on the west boundary line of the Franklin Mountain State Park for an angle point;

**THENCE**, following the west boundary line of the Franklin Mountain State Park, South  $70^{\circ}15'20''$  West, a distance of 963.68 feet to a 1/2 inch rebar with survey cap No. TX 5337 found on the boundary line common to said Survey No. 268 and said Survey No. 267 for an angle point;




**THENCE**, continuing along the west boundary line of the Franklin Mountain State Park and the boundary line common to said Survey No. 268 and said Survey No. 267, South 02°42'36" West, a distance of 187.51 feet to a 1/2 inch rebar with survey cap No. TX 5337 found on the boundary line common to said Survey No. 268, said Survey No. 267 and S. J. Larkin Survey No. 266 for the southeast corner of the parcel herein described;

**THENCE**, leaving the boundary line common to said Survey No. 268 and said Survey No. 267 and following the boundary line common to said Survey No. 267 and said Survey No. 266, North 86°45'02" West, a distance of 5,262.60 feet to a 1/2 inch rebar with survey cap No. TX 5337 found on the line boundary line common to said Survey No. 242 and said Survey No. 267 for the southwest corner of the parcel herein described;

**THENCE**, leaving the boundary line common to said Survey No. 267 and said Survey No. 266 and following the boundary line common to said Survey No. 242 and said Survey No. 267, North 03°13'31" East, a distance of 4,936.60 feet the **POINT OF BEGINNING**;

Said parcel contains 770.7639 acres (33,574,475.1 square feet), more or less, and being subject to all easements of record.

I hereby certify that this description was prepared by me or under my supervision.

  
Isaac Camacho,  
TX. R. P. L. S. No. 5337  
Date: January 18, 2013  
06425-110A Pod 1 Desc





**BROCK & BUSTILLOS INC.**  
CONSULTING CIVIL ENGINEERS      LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

ISAAC CAMACHO, R.P.L.S.  
Survey Manager

TBPE Reg No. F-737  
TBPS Reg No. 101314-00

Exhibit "A"

## **METES AND BOUNDS DESCRIPTION**

**"Pod No. 6"**

*A 230.9228 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 1, Nellie D. Mundy Survey No. 246, a portion of Section 9, Block 82, Township 1, Texas and Pacific Railway Company Surveys and a portion of Tract 1, S. J. Larkin Survey No. 269 and being more particularly described by metes and bounds as follows.*

**BEGINNING** at a two inch pipe stamped "EPNG EL 4152 GF 1977" found for the corner common to Nellie D. Mundy Survey No. 243, Nellie D. Mundy Survey No. 246, and Section 10, Block 82, Township 1, Texas and Pacific Railway Company Surveys, whence a two inch pipe found for the corner common to said Survey No. 243, said Survey No. 246, Nellie D. Mundy Survey No. 242 and S. J. Larkin Survey No. 267 bears South 03°14'36" West, a distance of 5,269.69 feet

**THENCE**, leaving the boundary line common to said Survey No. 243 and said Survey No. 246 and following the boundary line common to said Survey No. 246 and said Section 10, South 87°09'10" East, a distance of 2,349.66 feet to a two inch pipe found for the corner common to said Survey No. 246, said Section 10 and Section 9, Block 82, Township 1, Texas and Pacific Railway Company Surveys and for an angle point of the parcel herein described;

**THENCE**, leaving boundary line common to said Survey No. 246 and said Section 10 and following the boundary line common to said Survey No. 246 and said Section 9, South 86°29'12" East, a distance of 1,277.10 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point of the parcel herein described, whence a two inch pipe found for the corner common to said Survey No. 246, said Section 9 and S. J. Larkin Survey No. 269 bears South 86°29'12" East, a distance of 1,513.53 feet;

**THENCE**, leaving the boundary line common to said Survey No. 246 and said Section 9, North 03°30'48" East, a distance of 800.00 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the most northerly corner of the parcel herein described;

**THENCE**, South 86°48'38" East, a distance of 3,925.00 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set on the boundary line common to said Section 9 and Section 8, Block 82, Township 1, Texas and Pacific Railway Company Surveys for the northeast corner of the parcel herein described;

**THENCE**, following the boundary line common to said Section 9 and said Section 8, South 02°26'36" West, a distance of 800.00 feet to a two inch pipe found for the corner common to said Section 9, said Section 8 and said Survey No. 269 and for an angle point of the parcel herein described;

**THENCE**, leaving the boundary line common to said Section 9 and said Section 8 and following the boundary line common to said Section 9 and said Survey No. 269, North  $86^{\circ}43'55''$  West, a distance of 1,196.09 feet to a 1/2 inch rebar with survey cap No. "TX 5337" found on the west boundary line of the Franklin Mountain State Park for an angle point of the parcel herein described;

**THENCE**, leaving the boundary line common to said Section 9 and said Survey 269 and following the west boundary line of the Franklin Mountain State Park, South  $03^{\circ}16'05''$  West, distance of 110.00 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, leaving the west boundary line of the Franklin Mountain State Park, North  $87^{\circ}17'18''$  West, a distance of 287.04 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $66^{\circ}01'18''$  West, a distance of 779.29 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North  $87^{\circ}34'17''$  West, at a distance of 243.76 feet pass the boundary line common to said Survey No. 246 and said Survey No. 269 and at a total distance of 338.03 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South  $85^{\circ}21'26''$  West, a distance of 786.82 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of curvature;

**THENCE**, following the arc of a curve to the left having a radius of 2,405.14 feet, a central angle of  $27^{\circ}48'53''$ , an arc length of 1,167.60 feet and whose long chord bears South  $71^{\circ}26'59''$  West, a distance of 1,156.16 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of reverse curvature;

**THENCE**, following the arc of a curve to the right having a radius of 3,027.82 feet, a central angle of  $14^{\circ}07'24''$ , an arc length of 746.35 feet and whose long chord bears South  $64^{\circ}36'15''$  West, a distance of 744.47 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of reverse curvature;

**THENCE**, following the arc of a curve to the left having a radius of 1,919.52 feet, a central angle of  $11^{\circ}51'44''$ , an arc length of 397.41 feet and whose long chord bears South  $65^{\circ}44'05''$  West, a distance of 396.70 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of reverse curvature;

**THENCE**, following the arc of a curve to the right having a radius of 1,249.78 feet, a central angle of  $23^{\circ}50'16''$ , an arc length of 519.97 feet and whose long chord bears South  $71^{\circ}43'21''$  West, a distance of 516.22 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the end of said curve to the right and an angle point of the parcel herein described;

**THENCE**, South  $08^{\circ}43'10''$  West, a distance of 1,186.40 feet to a 1/2 inch rebar with survey cap No. TX 5337 set on the north right-of-way line of Transmountain Drive for an angle point;



**THENCE**, following the north right-of-way line of Transmountain Drive, North  $81^{\circ}16'50''$  West, a distance of 130.00 feet to a 1/2 inch rebar with survey cap No. TX 5337 found for an angle point;

**THENCE**, leaving the north right-of-way line of Transmountain Drive (Loop 375), North  $08^{\circ}43'10''$  East, a distance of 1,151.38 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, North  $89^{\circ}28'25''$  West, a distance of 475.98 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

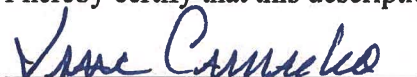
**THENCE**, South  $88^{\circ}53'25''$  West, a distance of 702.90 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point of the parcel herein described;

**THENCE**, North  $80^{\circ}59'43''$  West, a distance of 407.12 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set on the boundary line common to said Survey No. 243 and said Survey No. 246 for the southwest corner of the parcel herein described;

**THENCE**, following the boundary line common to said Survey No. 243 and said Survey No. 246, North  $03^{\circ}14'36''$  East, a distance of 1,783.55 feet to the **POINT OF BEGINNING** of the parcel herein described;

Said parcel containing 230.9228 acres (10,058,997.9 square feet), more or less, and being subject to all easements, restrictions or covenants of record.

I hereby certify that this description was prepared by me or under my supervision.



Isaac Camacho,  
TX. R. P. L. S. No. 5337  
Date: January 18, 2013  
06425-110B Pod 6 Desc

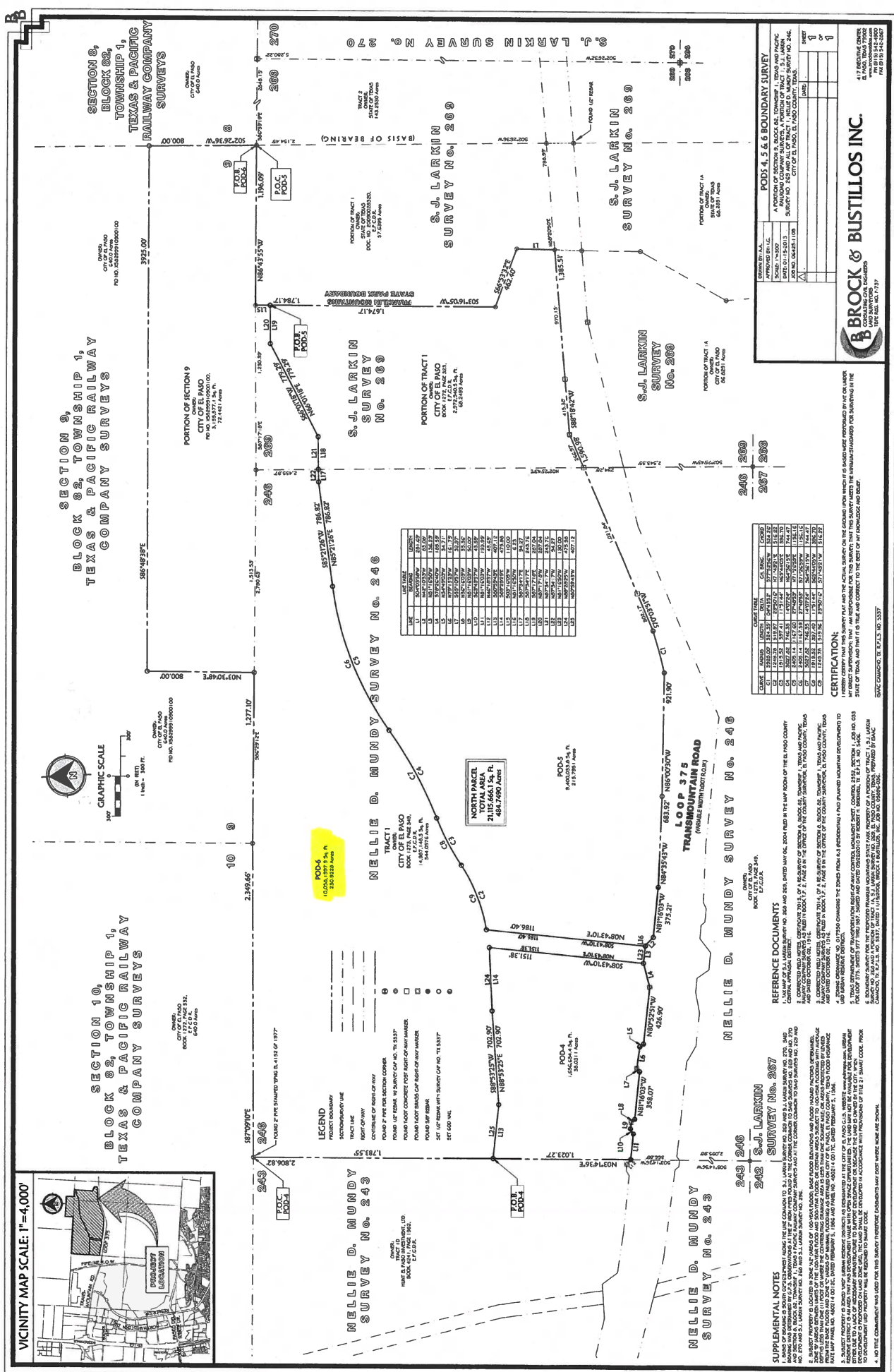




**EXHIBIT “B”**

**Survey and Plat**

[illegible]



**B BROCK & BUSTILLOS INC.**  
CONSULTING CIVIL ENGINEERS

417 EXECUTIVE CENTER  
EL PASO, TEXAS 79902  
www.broadpointllc.com  
PH (915) 542-1900  
FAX (915) 542-0677

**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.**

STATE OF TEXAS                   §  
   §       **CONSERVATION EASEMENT**  
COUNTY OF EL PASO       §               **(Lost Dog Property)**

This Conservation Easement ("Easement") is granted this \_\_\_\_ day of \_\_\_\_\_, 2021, by THE CITY OF EL PASO (the "**City**") and THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD ("El Paso Water"), and together with the City, "**Grantor**"), to THE FRONTERA LAND ALLIANCE, a Texas nonprofit corporation, organized and existing under the laws of the State of Texas ("**Grantee**"), whose address is 3800 N. Mesa, Suite A2-258, El Paso, Texas 79902 (Grantor and Grantee may be referred to herein individually as a "**Party**" and collectively as the "**Parties**").

The following exhibits are attached hereto and incorporated by reference:

Exhibit A: Legal Description of Property (Metes and Bounds)  
Exhibit B: Plat Survey of Property  
Exhibit C: Baseline Report  
Exhibit D: Metes and Bounds Description of Areas Excluded from Conservation Easement  
Exhibit D-1: Map of Areas Excluded from Conservation Easement  
Exhibit E: Land Management Plan  
Exhibit F: Exceptions to Conveyance and Warranty  
Exhibit G: Chevron Waiver (unexecuted)

**R E C I T A L S:**

**WHEREAS**, City is the owner in fee simple of the surface estate of certain real estate located in El Paso County, Texas, which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Property**"); and

**WHEREAS**, the Property is commonly referred to as the "**Lost Dog Trail Property**" and consists of approximately 1,001 acres; and

**WHEREAS**, a survey of the Property is attached hereto as **Exhibit "B"**; and

**WHEREAS**, for several years, the Property was held in the El Paso Water's land inventory as part of El Paso Water's water and sewer facilities system (the "**System**"); and

**WHEREAS**, on July 23, 2019, the El Paso City Council approved using the Municipal Drainage Utility System’s “10% Fund” to compensate the System for the fair market value of the Property and directed that the Property remain in El Paso Water’s land inventory to serve a dual purpose as both a natural stormwater management system and for preservation of open space; and

**WHEREAS**, the City and El Paso Water acknowledge that El Paso Water has responsibility for maintenance of the Property so long as the Property remains in El Paso’s land inventory; and

**WHEREAS**, on February 18, 2020, the El Paso City Council directed staff to place a conservation easement over the Property; and

**WHEREAS**, conserving the Property will result in a public benefit because the Property contains open space for recreation, scenic qualities, and a variety of wildlife, subsurface water and plant life (collectively, the “**Conservation Values**”), all of which are important to the citizens of the City and the region; and

**WHEREAS**, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns existing at the time of execution of this Easement, including open natural space for wildlife habitat, water conservation, passive recreation, open scenic views, and utility infrastructure and storm water drainage (collectively, the “**Existing Uses**”); and

**WHEREAS**, Grantor further intends to convey to Grantee the rights necessary to preserve and protect the Conservation Values of the Property (the “**Conservation Easement**” or “**Easement**”); and

**WHEREAS**, Grantee is a tax-exempt non-profit organization under Sections 501(c) (3) and 170 (h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of significant Texas natural areas for plant and wildlife protection and scenic, historical, agricultural, forested and/or open space conditions and, as such, Grantee is a qualified “holder” as that term is defined by Chapter 183 of the Texas Natural Resources Code; and

**WHEREAS**, Grantee has been nationally accredited by the Land Trust Accreditation Commission since 2017; and

**WHEREAS**, Grantor and Grantee have the common purpose of conserving the Conservation Values of the Property, and the State of Texas has authorized the creation of conservation easements pursuant to Chapter 183 of the Texas Natural Resources Code, and Grantor and Grantee wish to avail themselves of the provisions of that law; and

**WHEREAS**, because the Grantee is a tax-exempt nonprofit organization, the City may convey this Easement to the Grantee in accordance with Section 253.011 of the Texas Local Government Code without the necessity of complying with the notice and bidding requirements of state law; and

**NOW, THEREFORE,** for and in consideration of the facts recited above and the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby conveys to Grantee a Conservation Easement over the Property of the nature and character and to the extent hereinafter set forth, in perpetuity, except as may be terminated by law and the provisions contained herein, and subject to the following terms and conditions:

## **AGREEMENT**

1. Conveyance.

Grantor and Grantee acknowledge and agree that the City of El Paso conveys this Easement to the Grantee in accordance with Section 253.011 of the Texas Local Government Code without the necessity of complying with the notice and bidding requirements of state law. Grantee shall use, preserve, protect, and monitor the Property in a manner that promotes the public purpose hereto (as defined herein); and, if, at any time, Grantee, or its successors, fails to use, preserve, protect, or monitor the Property for the Public Purpose, the Easement shall automatically terminate and Frontera's nonpossessory interest in the Property shall revert to the City.

2. Public Purposes and Intent.

- A. The public purpose of the Easement is to ensure that the Property will be retained predominately in its natural state and to prevent any use of the Property that will adversely impact the Conservation Values of the Property ("**Public Purpose**" or "**Purpose**"). For purposes of this Easement, "*natural state*" means the present condition of property as described in the Baseline Report, attached hereto as **Exhibit "C"** (the "**Baseline Report**"). The Parties agree that the Baseline Report provides an accurate representation of the Property at the time of execution of this Easement. The Baseline Report shall serve as an objective baseline for monitoring compliance with the terms of this Easement.
- B. The intent of the Parties is to permit acts on and uses of the Property that are consistent with the Purpose and to restrict or prohibit acts on and uses of the Property that are not consistent with the Purpose. In this Easement, the phrase, "*consistent with the Purpose*," shall mean acts on and uses of the Property that have a positive impact, neutral impact, no impact, or the least possible interference on the Conservation Values when compared to the Baseline Report, or acts on or uses of the Property that are mandatory governmental actions or uses.

3. Areas Excluded from Conservation Easement.

- A. The areas identified on the "**Metes and Bounds Description of the Areas Excluded from the Conservation Easement**" (attached and incorporated herein as **Exhibit "D"**) and the "**Map of Areas Excluded from the Conservation Easement**" (attached and incorporated herein as **Exhibit "D-1"**), are areas excluded from the Conservation Easement. Any

restrictions or duties imposed by the Conservation Easement do not apply to these excluded areas.

- B. The Easement conveyance is made subject to the property interests described on **Exhibit “C” (Baseline Report); Exhibit “F” (Exceptions to Conveyances); and Exhibit “G” (Chevron Waiver)**, attached hereto.

4. Grantor’s Permitted Uses.

The following are Permitted Uses of the Property; however, this is not intended to be an exhaustive list:

- A. Existing Uses. Grantor has the right to undertake, continue, or maintain any Existing Uses, which includes passive recreation and stormwater drainage, subject to any limitations imposed by this Easement.
- B. Right of Entry. Grantor retains the right of ingress and egress to the Property for any purpose permitted herein, at any location, and at any time, without the requirement of prior notice to Grantee or permission from Grantee, which includes emergency rescues. Grantor, at its sole cost and expense, shall restore any damage to the Property from its activities on the Property.
- C. Recreational Uses. Grantor has the right to engage in or allow the public to engage in passive recreational uses such as (but not exclusively) hiking, biking, photography, and birding on the Property that require no surface alteration or development of the land and that does not adversely impact the Conservation Values of the Property and provided they are consistent with the Purpose.
- D. Water. Grantor reserves all rights, without restrictions or limitation, to surface water, subsurface water, and storm water.
- E. Drainage. If required by the City, a storm water utility district, a water utility district, or other similarly named district or entity for the purpose of managing storm water, the state or federal government, or as necessary to ensure protection of the public health, safety and welfare, the Grantor may install, construct and maintain drainage structures within the areas identified on the Map of Areas Excluded from Conservation Easement, utilizing best management practices. If the Grantor desires to install or construct such drainage structures outside of the areas identified on the Map of Areas Excluded from Conservation Easement, such drainage structures shall be installed constructed and maintained in such a manner that shall preserve and, to the extent reasonably possible, shall not adversely impact, the Conservation Values. Grantor shall inform Grantee of its intent to install, construct or maintain any drainage structures, and agrees to use best efforts to work with Grantee on the removal of any vegetation or signs. The Parties shall work together to ensure the least possible interference with the Conservation Values.



- F. Existing Improvements. Grantor has the right, but not the obligation, to maintain, remodel and repair existing utilities, roads, driveways, and other improvements on the Property, and in the event of their destruction, to reconstruct existing improvements with another of similar size, function, capacity, location and material. Grantor also reserves the right to dismantle or remove existing structures without replacing same. Should Grantor exercise its right to maintain, remodel and repair under this Section 4 (F), Grantor shall take steps to protect the Conservation Values and notify the Grantee of such work.
- G. Fences. Grantor may repair or replace existing fences at its sole cost and expense. Any new fences may be built for purposes of reasonable and customary management of habitat, and wildlife, recreation and to the extent possible should be designed to minimize harm to, and allow the passage of, native wildlife. Gates wide enough for emergency access may be installed where necessary for wildlife habitat and maintenance vehicles or fire and emergency vehicle access. Grantor shall inform Grantee of its intent to repair or replace any existing fences, or to build any new fences, and agrees to use best efforts to limit the negative impact on the Conservation Values, including, but not limited to, removal of any vegetation or signs.
- H. Habitat Management. Grantor has the right to control noxious vegetation, improve wildlife habitat, and improve environmental quality. Grantor agrees to follow the conservation management practices detailed in the land management plan to be executed by the Parties in substantially the same form as that attached hereto as **Exhibit “E”** (the “**Land Management Plan**”) when removing noxious weeds and invasive plant species and shall consult with Grantee before commencing with any noxious weed or invasive plant control or removal.
- I. Utility Improvements.
- i) The Parties acknowledge and agree that, as of the date hereof there may be existing energy or transmission infrastructure and other utility improvements, including but not limited to: (i) electric power poles, transformers, and lines; (ii) telephone and communications towers, poles, and lines; and (iii) stormwater drainage infrastructure, (collectively the “**Utility Systems**”), which may be repaired or replaced with an improvement of similar size and type at their current locations on the Property by the relevant utility provider. An existing utility may not be enlarged unless allowed by the existing easement granted to the relevant utility provider; or, unless all Parties approve the enlargement.
- ii) Following the repair, replacement, enlargement or construction of any El Paso Water Utility Improvements, El Paso Water shall promptly restore any disturbed area to a condition that does not impact the Conservation Values.



- J. Transfer. City has the right to sell, give, mortgage, lease, or otherwise convey the Property subject to the terms of the Conservation Easement and to notify Grantee of the new ownership contact. City shall provide sixty (60) days prior written notice to Grantee of the proposed transfer of any interest in or to the Property.
- K. Historic and Cultural Resources. Grantor has the right, but not the obligation, to investigate the presence of, to excavate, and to remove, historic and cultural resources on the Property in accordance with any applicable state or federal law. Such activities will be in coordination with the Grantee and through the Texas State Historic Preservation Office.
- L. Roads. Subject to the terms of Section 8 (C) below, activity involving construction, paving (e.g. concrete, asphalt, or other impermeable material) or otherwise surfacing of any existing Improved and/or Unimproved Roads is not permitted. Maintenance is permitted with prior written notice to Grantee regarding location of work to limit the impact on the Conservation Values (including wildlife life, plant life, water pathway, erosion and recreation pathways). Improved and Unimproved Roads may be wide enough for emergency vehicles. For purposes of this Easement, “**Improved Roads**” shall mean any road, driveway or parking area that is graded, drained, paved, or has a surface other than the natural earthen material. For purposes of this Easement, “**Unimproved Roads**” shall mean any track greater than three (3) feet wide where the natural earthen material is the driving surface, and the track has not been graded, drained, or paved, and is not maintained.
- M. Fire Department/EMS/ El Paso Water Emergency Vehicle Operation and Habitat Restoration Work. The operation of motorized vehicles is permitted on the Property for purposes associated with fire or other life, water, and property emergencies. The operation of motorized vehicles is also permitted on the Property for purposes of habitat restoration work.
- N. Restoration. Grantor has the right, but not the obligation, to restore damage caused by natural disasters such as flooding, including silt/gravel deposits caused by flooding; and to restore soil levels and contours and replace shrubs and trees lost to natural occurrences or disasters with like or improved species native to the Franklin Mountains. Grantor shall provide Grantee with prior written notice of such work.
- O. Trash Receptacles. Grantor has the right, but not the obligation, to provide and maintain trash receptacles on the Property. Grantor shall discuss with Grantee the potential number and locations of trash receptacles prior to placement. No trash receptacles may be placed in stormwater drainage flow paths or in a location that blocks the ingress and egress to the areas shown on Exhibits “D” and “D-1” by El Paso Water or emergency vehicles.

5. Grantor’s Reserved Rights.

Grantor reserves to itself, and any successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in, all uses of

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the Property that are permitted hereunder and that are consistent with the purpose of the Easement and the conditions, restrictions or other terms of the Easement.

6. Non-Interference with Grantor's Permitted Uses and Reserved Rights.

Grantee shall not interfere with Grantor's Permitted Uses or Reserved Rights.

7. Grantee's Rights.

The following rights are conveyed to Grantee by this Conservation Easement subject to the obligations set forth herein:

- A. Right to Protect. The right to preserve and protect the Conservation Values of the Property.
- B. Right of Entry and to Inspect. Grantee shall have the right to ingress and egress to the Property for any purpose permitted herein, at any location, and at any time, so long as such access does not materially interfere with El Paso Water stormwater operations. Furthermore, Grantee shall have the right to inspect the Property for compliance with this Easement. Grantee must provide written notice to Grantor fourteen (14) calendar days prior to the date Grantee intends to inspect the Property. Grantor has the right to accompany Grantee on any inspection and Grantee shall accommodate Grantor's right to accompany Grantee by providing date, time, and meeting place to begin inspection. Grantee's inspection must occur on a regular business day of the City and during normal business hours. Grantee must complete an inspection at least once annually and provide a written summary to the Grantor.
- C. Restoration. In the event of damage to the Property, Grantee may take reasonable action to restore the Easement to the condition existing prior to such damage. Grantee and Grantor will work together to secure funding and determine a plan to restore a disturbed area. Grantee must provide written notice to Grantor seven (7) calendar days prior to the date Grantee intends to do restoration work and shall provide Grantor with the date, time, and location where restoration will occur.
- D. Monitoring. The right to monitor the condition of the land, plant and animal populations, geological and archaeological resources, and watershed characteristics of the Property during annual inspections, and to provide a written report to the Grantor of its findings.
- E. Service Fee. Grantee shall receive a service fee for the services provided hereunder. The City and Grantee shall enter into a separate, mutually agreeable agreement governing the terms and conditions of such fees received by Grantee pursuant to this Easement.

8. Prohibited Uses of the Property.

The following uses are expressly prohibited:

- A. Structures and Improvements. Except as provided in Section 4 (I) above, the Parties acknowledge and agree that, as of the date hereof, there are no structures or improvements existing on the Property. Except as otherwise provided herein, there shall be no placement or construction of structures or other improvements on the Property other than the utility improvements or replacements constructed, enlarged, or repaired pursuant to Section 4 (I). Unimproved Roads shall be maintained and used only for passive recreation such as for hiking trails; habitat restoration; and official El Paso Water and emergency vehicles only.
- B. No Vehicles. There shall be no operation of any motorized vehicles, including, but not limited to, dune buggies, motorcycles and all-terrain vehicles, except as may be necessary to exercise any of the Permitted Uses described in Section 4 (M).
- C. Paving and Road Construction. The paving or otherwise covering with concrete, asphalt, or other paving material (impervious services) of existing roads on the Property is prohibited. No new roads or access entrances may be constructed regardless of the material, unless necessary for the construction, maintenance, or access to structures and improvements permitted under this Easement. Grantor may repair and maintain roads on the Property existing as of the date of this Easement in their present location, width, length, and condition.
- D. Subdivision. Any division or subdivision of title to the Property is prohibited. Nothing in this Section 8 (D) will be construed to prohibit joint ownership of the Property or ownership of the Property by an entity consisting of more than one member.
- E. Agricultural Activities. There shall be no farming or agricultural activities on the Property, including planting, raising, harvesting, or producing agricultural products. Grazing by cattle, horses or other livestock animals shall not be permitted. The Parties agree that seeding and planting on the Property with native grasses or other native plants for restoration purposes is permissible only if agreed to by Grantor and only under terms agreeable to Grantor.
- F. Trash. The dumping or uncontained accumulation of any kind of trash, refuse, or solid waste on the Property is prohibited. Grantor shall discuss with Grantee any trashcans and dog stations as needed. This Section 8 (F) prohibits the storage or disposal of agricultural products and byproducts, which include, without limitation, herbicides, pesticides, fungicides, rodenticides and fertilizers on the Property. Disposal of any products on the Property is strictly prohibited. Unless otherwise agreed to by the Parties, signage related to this Section 8 (F) will be consistent in style and form with Texas state park signage. Any signage related to this Section 8 (F) shall be placed outside of the path of all stormwater drainage flow and waterways.
- G. Commercial or Industrial Activity. Any commercial or industrial use of, or activity on, the Property, except as expressly permitted herein, is prohibited.

- H. Hunting and Trapping. No hunting, shooting, or trapping of any animals is allowed on the Property, unless it is required by law or regulation for nuisance, dangerous, or diseased animals, or to control or eradicate non-native species.
  - I. Recreational Construction and Usage. Excepted as permitted herein, none of the following shall be allowed to be built or be brought onto the Property: barbecue pits, grills, picnic tables, or receptacles of any kind (unless used temporarily for litter clean-up); restroom facilities or buildings.
  - J. Pest and Weed Control. Requirements for the control and eradication of weeds, and other pests will be in accordance with Section 4 (H) of this Easement and applicable Federal, State, county and municipal laws and regulations. Except as expressly set forth herein, noxious weeds may, but are not required to, be controlled through lawful techniques. The use of chemicals for weed and pest control is addressed in the Land Management Plan for the Property.
  - K. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to state solely the name and/or address, provide maps and wayfinding on the Property. Existing signs may be maintained, repaired and replaced (with signs similar in character and size) in their current location. New signs may be placed and maintained on the Property provided that the number and size of the new signs are consistent with the purposes stated above. Trail regulations and or markings may be in line with Texas state park regulations and markers. Grantee has the right to place signs on the Property which identify the land as protected by this Conservation Easement. To the extent that it is economically feasible, signage will be consistent in style and form with Texas state park signage. Any signage related to this Section 8 (K) shall be placed outside of the path of all stormwater drainage flow and waterways.
  - L. Future Uses. Any future uses must be consistent with the Conservation Values.
9. Grantee's Discretionary Consent.
- A. Grantee's consent for activities otherwise prohibited by Section 8 may be given under the following conditions and circumstances: If, owing to unforeseen or changed circumstances, any of the activities listed in Section 8 are deemed desirable by Grantor, or Grantor desires to expand any of the permitted uses, Grantee may, in its sole and reasonable discretion, give permission for such activities, subject to other limitations of this Easement. Such requests for permission for activities requiring Grantee's consent will be in writing and will describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement. Grantee may give its permission, but permission may not be unreasonably withheld, conditioned or delayed, if it determines, in its sole discretion, that such activities (1) do not violate the Purpose of

this Easement and (2) either enhance or do not adversely impact the Conservation Values of the Property.

- B. Where Grantee's approval is required or sought as set forth herein, Grantee will grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request. Failure of Grantee to give Grantor of its determination within said thirty days will be deemed an approval of Grantor's activities by Grantee.

10. Land Management Plan.

- A. The Property will be operated and managed in accordance with this Easement and the Land Management Plan. Grantor and Grantee recognize that changes in economic conditions, in technologies, and in accepted land management practices may result in an evolution of land practices related to the Property, and agree that such practices and preservation of the Conservation Values may change over time, but shall remain consistent with the Purpose of this Easement. Therefore, the Land Management Plan shall be updated every ten (10) years, and the Grantee shall provide a ten-year updated Land Management Plan to the Grantor within ninety (90) days of Plan updates in order to remain in compliance with terms of the Easement. Grantor reserves the right to object to updates of the Land Management Plan. If the Parties cannot agree on the updated Land Management Plan(s), and if either Party determines that a mediator would be advantageous in connection with negotiating the updates, the Parties agree to make a reasonable effort to work through a mutually acceptable mediator to attempt to resolve the dispute, with the cost of the mediation being paid by equally by Grantee and Grantor.
- B. The Land Management Plan is intended to be supplemental to the Easement and, except for amendments to this Plan, to the extent a conflict exists between the Easement and the Land Management Plan, the Easement shall govern.

11. Enforcement.

- A. Grantee has the right to prevent and correct or require correction of violations of the terms of this Easement.
- B. If Grantee finds what it believes is a violation of the terms of this Easement, Grantee will notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor will, within thirty (30) days of receipt of the notice, either: (i) commence appropriate corrective action to cure the violation or to restore the Property to its condition prior to the violation; or (ii) provide a written explanation to Grantee of the reason why the alleged violation should be permitted; or (iii) provide a written explanation as to why Grantor is not responsible for curing the violation.
- C. In the event that the Parties are in dispute as to the actions required of Grantor hereunder, the Parties agree to meet within fifteen (15) days to resolve the difference.

- D. If any Party determines that a mediator would be advantageous in connection with such meeting, or if a resolution of this difference cannot be achieved at the meeting, the Parties agree to make a reasonable effort to work through a mutually acceptable mediator to attempt to resolve the dispute, with the cost of the mediation being paid equally by Grantee and Grantor.
- E. Notwithstanding the foregoing, when, in Grantee's opinion, an ongoing or imminent violation could adversely impact the Conservation Values of the Property or will not otherwise be resolved in a sufficiently prompt and effective manner, Grantee may, at its discretion, take such legal action and seek such legal or equitable remedies as it determines to be appropriate or necessary. Such remedies may include, without limitation, an injunction to stop an alleged violation, temporarily or permanently, or an order requiring Grantor to restore the Property, at Grantor's expense, to its condition prior to the alleged violation.
- F. Failure of Grantee to discover a violation or to take immediate legal action will not bar it from doing so at a later time. Grantee's remedies under this section will be cumulative and will be in addition to all remedies now or hereafter existing at law or in equity or otherwise. Grantee may seek preliminary injunctive relief even if the dispute is to be mediated pursuant to Section 11 (D).

12. Acts Beyond Grantor's Control.

Nothing contained in this Conservation Easement will be construed to entitle Grantee to bring any action, pursuant to Section 11 above or otherwise, against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, the acts of third parties on the Property; the occurrence of fire, flood, drought, storm, landslides and seismic activity; or from any reasonable action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate injury to the Property or to persons, or to operate and maintain the stormwater drainage infrastructure of the Property.

13. Public Access.

Nothing contained in this Conservation Easement will be construed to interfere with the public's existing right of access to the Property.

14. Exceptions to Conveyance and Warranty.

The Parties acknowledge the exceptions to conveyance and warranty described in the attached Exhibit "F". This conveyance is also made subject to the exceptions listed on Exhibits D, D-1, and G attached hereto.

15. Costs, Upkeep, and Maintenance.

A. Grantor shall bear all costs and responsibilities, to the extent allowed or required by law, related to the operation, upkeep and maintenance of the Property in its present state as documented in the Baseline Report. However, Grantor shall not be responsible for new trails or damage to the surface of the Property created or caused by third parties or the activity of third parties.

B. Between the City and El Paso Water, the City and El Paso Water acknowledge and agree that El Paso Water is responsible for all costs and responsibilities related to Paragraph 15 (A), above, for as long as the Property remains in El Paso Water's land inventory.

C. Under no circumstances will Grantee be liable or responsible for any costs relating to the operation, upkeep or maintenance of the Property (including the areas excluded from the Conservation Easement); nor will Grantee be liable or responsible for new trails or damage to the surface of the Property created or caused by third parties or the activity of third parties; *provided, however*, Grantee may be liable for any damage to the Property if Grantee has been negligent in its action, or failure to act, in connection with its duties and obligations under this Easement.

16. Taxes.

Grantor is a municipality; therefore, does not pay property taxes.

17. Hazardous Materials.

A. Definition of Hazardous Materials. "**Hazardous Materials**" shall mean the following: hazardous materials, toxic wastes, toxic substances, pollutants, biotoxins, indoor contaminants, toxic mold, petroleum products and their additives and derivatives, underground tanks, oils, pollution, radon, asbestos, asbestos containing materials, PCB's, other materials or contaminants hazardous, dangerous or risking harm to people or property, including, without limitation, such materials as those terms are commonly used or as defined by any applicable law related to protection of health or the environment, including, but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901, et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et. seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et. seq.); the Clean Water Act (33 U.S.C. §1251, et. seq.); and the Clean Air Act (42 U.S.C. §7401, et. seq.); and as any of the same may be amended from time to time, and/or by any rules and regulations promulgated thereunder.

B. Grantor warrants that it has no knowledge of a release or threatened release of Hazardous Materials on the Property. Nothing in this Easement will be construed as giving rise to any right or ability to Grantee, nor will Grantee have any right or ability to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980, as amended or successor statutes. (Environmental Phase I by Wood Environment & Infrastructure Solutions, Inc., date completed October 16, 2020.)

18. Insurance and General Liability.

EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ACTIONS AND IS RESPONSIBLE FOR SECURING THEIR OWN INSURANCE, OR MAINTAINING A COMPARABLE SELF-INSURANCE PROGRAM AS EACH DEEMS NECESSARY. TO THE EXTENT PERMITTED BY LAW AND WITHOUT WAIVING SOVEREIGN IMMUNITY, IF APPLICABLE, EACH PARTY SHALL BE RESPONSIBLE FOR ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS, DAMAGES, AND CAUSES FOR ACTION RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED WITH ITS OWN ACTIONS, AND THE ACTIONS OF ITS PERSONNEL OR AUTHORIZED AGENTS IN RELATION TO PERFORMANCE OF EACH PARTY PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONSERVATION EASEMENT. EACH PARTY SHALL REQUIRE ITS CONTRACTORS TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE OTHER PARTY, AND THEIR SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSS, COSTS, EXPENSE, SUITS, JUDGMENTS AND DAMAGES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORREYS' FEES) FOR INJURIES OR DEATH TO PERSONS OR PROPERTY CONNECTED WITH OR ARISING OUT OF THE EXERCISE OF THE RIGHTS UNDER THIS CONSERVATION EASEMENT.

19. Extinguishment.

If circumstances arise in the future to render the purpose of this Conservation Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, or by the automatic termination provisions of Section 1.

20. Eminent Domain.

In the event all or part of the Property is taken in an exercise of eminent domain so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee shall join in appropriate actions at the time of the taking to recover the full value of the taking and all incidental or direct damages resulting from it on behalf of the Grantor.

21. Mining.

- A. Chevron U.S.A., Inc. ("**Chevron**") owns certain mineral rights under the surface land of the Property pursuant to mineral deeds or other instruments in the chain of title. Chevron, through a separate document attached hereto as **Exhibit "G"** (the "**Chevron Waiver**"), agrees to waive certain rights to the Property for thirty (30) years. The Chevron Waiver requires the agreement and signature of both Grantor and Grantee. Grantee agrees to sign



the Chevron Waiver as soon as reasonably possible after execution of this Conservation Easement. The signing of the Chevron Waiver is a condition precedent to this Conservation Easement. Failure of Chevron or Grantee to sign the document shall void this Conservation Easement. After the termination of the Chevron Waiver in thirty (30) years, Chevron shall have and maintain all the rights granted by its mineral deeds or other instruments in the chain of title and, in accordance with the terms of Section 12, any action(s) taken in accordance with Chevron's rights shall be deemed acts beyond the Grantor's control.

- B. The Parties acknowledge that the State of Texas owns certain mineral rights under the surface land of the Property pursuant to mineral deeds or other instruments in the chain of title. The parties further acknowledge that the State of Texas has not waived such rights.

22. Assignment.

The parties agree that this Easement is an easement in gross and may be assigned or transferred. However, Grantee may not transfer or assign this Easement without Grantor's prior written approval. Grantor may withhold its approval of an assignment or transfer for any reason or no reason. At a minimum, any proposed transferee or assignee must be a qualified "holder" as that term is defined in Section 183.001 of the Texas Natural Resources Code (or any successor section or code); and must agree to continue to carry out the Easement's intended Public Purpose. Grantee shall provide written notice to Grantor no less than one hundred and twenty (120) days prior to any proposed assignment or transfer. Such written notice shall include the name of the proposed assignee or transferee; its contact information; and the proposed assignee's / transferee's qualifications. If Grantor does not approve of the assignment of the Easement, this Conservation Easement shall terminate, and the easement interest shall revert to the City. Should Grantee attempt to effectuate the transfer or assignment of this Conservation Easement without Grantor's approval, such purported transfer or assignment shall be void.

23. Recordation/Subsequent Transfers.

Grantee will record this instrument within ten (10) days of execution by the parties in the official records of El Paso County, and may re-record it at any time as may be required to preserve its rights in this Easement. If a transfer of interest in the Property is contemplated, Grantor will give written notice to Grantee of the proposed transfer of any interest at least sixty (60) days prior to the execution and recordation of the deed carrying out any such transfer. The failure of Grantee or Grantor to perform any act required by this Section 23 will not impair the validity of the Easement or limit its enforceability in any way. If the Property is transferred while a violation remains uncured, Grantor who transfers remains liable for the violation jointly and severally with Grantor to whom the Property is transferred.

24. Notices.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other under this Easement will be in writing and either served personally or sent by first class mail, postage paid, certified mail, addressed as follows and will be deemed given when personally served or on the third business day after being so mailed:

Grantor: City of El Paso  
ATTN: City Manager  
300 N. Campbell Street  
El Paso, Texas 79901

El Paso Water Utilities Public Service Board  
Vice President - Strategic, Financial & Management Services  
Attn: Marcela Navarrete  
P.O. Box 511  
El Paso, Texas 79961-0511  
[MNavarrete@epwater.org](mailto:MNavarrete@epwater.org)

Copy to: Capital Improvement Department  
ATTN: City Engineer  
218 N. Campbell Street  
El Paso, Texas 79901

El Paso Water Utilities Public Service Board  
Utility Land & Water Rights Manager  
Attn: Alma DeAnda  
P.O. Box 511  
El Paso, Texas 79961-0511  
[ADeAnda@epwater.org](mailto:ADeAnda@epwater.org)

Grantee: The Frontera Land Alliance  
3800 N. Mesa Street, Suite A2-258  
El Paso, Texas 79902

or to such other address as either party from time to time will designate by written notice to the other.

25. General Provisions.

- A. Controlling Law; Venue. The interpretation and performance of the Conservation Easement is governed by the laws of the State of Texas. Venue is in courts of competent jurisdiction in El Paso County.
- B. Severability. If any provision of this Conservation Easement is found to be invalid, the remainder of the provisions of the Conservation Easement will not be affected thereby.

- C. Entire Agreement. This Conservation Easement sets forth the entire agreement of the Parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement.
- D. Successors and assigns. The covenants, terms, conditions, and restrictions of this Easement will be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, and assigns.
- E. Termination of Rights and Obligations. A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Easement or the Property, except that liability for acts or omissions occurring prior to transfer will survive transfer.
- F. Counterparts. The Parties may execute this instrument in two or more counterparts, which will, in the aggregate, be signed by all Parties; each counterpart will be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterparts will be controlling.
- G. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and will have no effect upon construction or interpretation.
- H. Amendment. If the circumstances arise under which an amendment to this Conservation Easement would be appropriate, the Parties may amend this Conservation Easement. Any amendment must be consistent with the Public Purpose of this Easement. Any amendment must be in writing, signed by the duly authorized officials of each Party, and recorded in the records of El Paso County.
- I. Effective Date. This Easement shall not become effective and binding until fully executed by Grantor and Grantee.

TO HAVE AND TO HOLD the above described Conservation Easement together with all and singular the rights, appurtenances, and privileges thereto in any way belonging to or pertaining, either in law or in equity, possession or expectancy, unto Grantee, its successors and assigns in perpetuity, except as may be terminated herein. This conveyance is made subject to the exceptions listed on Exhibits D, D-1, F, and G attached hereto.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Conservation Easement on the day and year first above written.

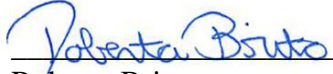
*(Signatures begin on next page.)*

**GRANTOR:**

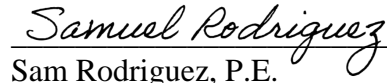
**CITY OF EL PASO, TEXAS**

By: \_\_\_\_\_  
Tomás González  
City Manager

**Approved as to form:**

  
Roberta Brito  
Assistant City Attorney

**Approved as to content:**

  
Sam Rodriguez, P.E.  
City Engineer

**ACKNOWLEDGMENT**

**STATE OF TEXAS            )**  
**)**  
**COUNTY OF EL PASO    )**

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Tomás González, City Manager of the City of El Paso, Texas, on behalf of the City of El Paso,  
Texas.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

*(Signatures continue on next page.)*

**GRANTOR:**

EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD

\_\_\_\_\_  
John Balliew  
President and CEO

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Michaela Grambling  
Assistant General Counsel

\_\_\_\_\_  
Alma De Anda  
Water Land and Utility Manager

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021,  
by John Balliew, President and CEO, on behalf of the City of El Paso, El Paso Water Utilities Public  
Service Board.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

*(Signatures continue on next page.)*



**GRANTEE:**

THE FRONTERA LAND ALLIANCE  
a Texas nonprofit corporation

By: \_\_\_\_\_  
Scott Cutler  
The Frontera Land Alliance Board

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

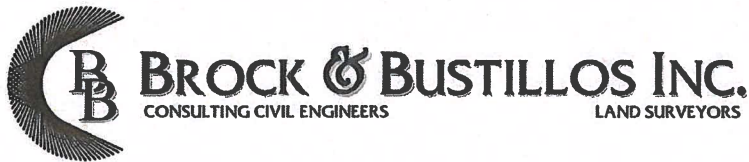
This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Scott Cutler as \_\_\_\_\_ of The Frontera Land Alliance, a Texas nonprofit  
corporation.

\_\_\_\_\_  
Notary Public

My Commission expires:\_\_\_\_\_

**EXHIBIT “A”**  
**LEGAL DESCRIPTION OF PROPERTY**  
**(METES AND BOUNDS)**





ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

ISAAC CAMACHO, R.P.L.S.  
Survey Manager

TBPE Reg No. F-737  
TBPS Reg No. 101314-00

## METES AND BOUNDS DESCRIPTION

### *"Pod 1"*

*A 770.7639 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as all of S. J. Larkin Survey No. 267, a portion of Nellie D. Mundy Survey No. 246, a portion of Tract 1, S. J. Larkin Survey No. 268 and a portion of Tract 1A, S. J. Larkin Survey No. 269 and being more particularly described by metes and bounds as follows.*

**COMMENCING** for reference at a two inch pipe found for the corner common to Nellie D. Mundy Survey No. 242, Nellie D. Mundy Survey No. 243, Nellie D. Mundy Survey No. 246 and S. J. Larkin Survey No. 267, whence a two inch pipe found for the corner common to Nellie D. Mundy Survey No. 246, S. J. Larkin Survey No. 267, S. J. Larkin Survey No. 268 and S. J. Larkin Survey No. 269 bears South 86°45'05" East, a distance of 5,215.19 feet; **THENCE**, leaving the corner common to said Surveys 242, 243, 246 and 267 and following the boundary line common to said Survey No. 242 and said Survey No. 267, South 03°13'31" East, a distance of 335.33 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Survey No. 242 and said Survey No. 267, North 86°42'50" East, a distance of 459.16 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North 79°30'09" East, a distance of 399.79 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South 86°17'53" East, a distance of 444.96 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North 01°30'00" East, at a distance of 191.69 feet pass the boundary line common to said Survey 246 and said Survey No. 267 and at a total distance of 543.07 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South 88°30'00" East, a distance of 151.12 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North 01°30'00" East, a distance of 1,078.12 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of curvature;

**THENCE**, following the arc of a curve to the right having a radius of 885.00 feet, a central angle of 07°13'57", an arc length of 111.71 feet and whose long chord bears North 05°06'58" East, a distance of 111.64 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of tangency;

**THENCE**, North  $08^{\circ}43'57''$  East, a distance of 344.25 feet to a TXDOT brass cap right-of-way marker found on the south right-of-way line of Transmountain Drive for an angle point;

**THENCE**, following the south right-of-way line of Transmountain Drive, South  $81^{\circ}16'03''$  East, a distance of 130.00 feet to a TXDOT brass cap right-of-way marker found for an angle point;

**THENCE**, leaving the south right-of-way line of Transmountain Drive, South  $08^{\circ}43'57''$  West, a distance of 344.25 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of curvature;

**THENCE**, following the arc of a curve to the left having a radius of 755.00 feet, a central angle of  $07^{\circ}13'57''$ , an arc length of 95.30 feet and whose long chord bears South  $05^{\circ}06'58''$  West, a distance of 95.24 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of tangency;

**THENCE**, South  $01^{\circ}30'00''$  West, a distance of 1.078.12 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South  $88^{\circ}30'00''$  East, a distance of 227.46 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North  $01^{\circ}30'00''$  East, a distance of 95.89 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North  $55^{\circ}57'25''$  East, a distance of 438.65 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point

**THENCE**, North  $82^{\circ}16'41''$  East, a distance of 1,256.12 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South  $86^{\circ}18'49''$  East, a distance of 342.69 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South  $75^{\circ}42'25''$  East, a distance of 889.75 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South  $79^{\circ}44'46''$  East, at a distance of 633.12 feet pass the boundary line common to said Survey No. 246 and said Survey No. 269 and at a total distance of 738.12 feet to 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North  $84^{\circ}14'30''$  East, a distance of 126.43 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the northeast corner of the parcel herein described;

**THENCE**, South  $22^{\circ}33'29''$  East, a distance of 675.67 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, North  $70^{\circ}50'06''$  East, a distance of 282.19 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $24^{\circ}47'32''$  East, at a distance of 253.14 feet pass the boundary line common to said Survey No. 268 and said survey No. 269 and at a total distance of 320.89 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $14^{\circ}04'36''$  West, a distance of 173.13 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $36^{\circ}30'46''$  West, a distance of 320.24 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $49^{\circ}50'39''$  West, a distance of 493.62 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $37^{\circ}33'14''$  West, a distance of 612.58 feet to a 1/2 inch rebar with survey cap No. TX 5337 set on the line boundary line common to said Survey No. 268 and said Survey No. 267 for an angle point;

**THENCE**, following the line boundary line common to said Survey No. 268 and said Survey No. 267, South  $02^{\circ}42'36''$  West, a distance of 1,106.06 feet to a 1/2 inch rebar with survey cap No. TX 5337 set on the northerly boundary line of El Paso Water Utilities Aircraft Tank No. 3 for an angle point;

**THENCE**, leaving the boundary line common to said Survey No. 268 and said Survey No. 267 and following the northerly boundary line of said Tank No. 3, South  $89^{\circ}59'11''$  East, a distance of 661.19 feet to a 1/2 inch rebar with survey cap No. TX 5337 set on the easterly boundary line of said Tank No. 3 for an angle point;

**THENCE**, leaving the northerly boundary line of said Tank No. 3 and following the easterly boundary line of said Tank No. 3, South  $00^{\circ}00'23''$  West, a distance of 345.15 feet to a 1/2 inch rebar with survey cap No. TX 5337 set on the southeasterly boundary line of said Tank No. 3 for an angle point;

**THENCE**, leaving the easterly boundary line of said Tank No. 3 and following the southeasterly boundary line of said Tank No. 3, South  $39^{\circ}07'13''$  West, a distance of 201.94 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, leaving the southeasterly boundary line of said Tank No. 3 South  $37^{\circ}29'42''$  East, a distance of 553.44 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $03^{\circ}41'39''$  West, a distance of 1,369.03 feet to a 1/2 inch rebar with survey cap No. TX 5337 set on the west boundary line of the Franklin Mountain State Park for an angle point;

**THENCE**, following the west boundary line of the Franklin Mountain State Park, South  $70^{\circ}15'20''$  West, a distance of 963.68 feet to a 1/2 inch rebar with survey cap No. TX 5337 found on the boundary line common to said Survey No. 268 and said Survey No. 267 for an angle point;




**THENCE**, continuing along the west boundary line of the Franklin Mountain State Park and the boundary line common to said Survey No. 268 and said Survey No. 267, South  $02^{\circ}42'36''$  West, a distance of 187.51 feet to a 1/2 inch rebar with survey cap No. TX 5337 found on the boundary line common to said Survey No. 268, said Survey No. 267 and S. J. Larkin Survey No. 266 for the southeast corner of the parcel herein described;

**THENCE**, leaving the boundary line common to said Survey No. 268 and said Survey No. 267 and following the boundary line common to said Survey No. 267 and said Survey No. 266, North  $86^{\circ}45'02''$  West, a distance of 5,262.60 feet to a 1/2 inch rebar with survey cap No. TX 5337 found on the line boundary line common to said Survey No. 242 and said Survey No. 267 for the southwest corner of the parcel herein described;

**THENCE**, leaving the boundary line common to said Survey No. 267 and said Survey No. 266 and following the boundary line common to said Survey No. 242 and said Survey No. 267, North  $03^{\circ}13'31''$  East, a distance of 4,936.60 feet the **POINT OF BEGINNING**;

Said parcel contains 770.7639 acres (33,574,475.1 square feet), more or less, and being subject to all easements of record.

I hereby certify that this description was prepared by me or under my supervision.

  
Isaac Camacho,  
TX. R. P. L. S. No. 5337  
Date: January 18, 2013  
06425-110A Pod 1 Desc





**BROCK & BUSTILLOS INC.**  
CONSULTING CIVIL ENGINEERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

ISAAC CAMACHO, R.P.L.S.  
Survey Manager

TBPE Reg No. F-737  
TBPS Reg No. 101314-00

Exhibit "A"

## **METES AND BOUNDS DESCRIPTION**

***"Pod No. 6"***

*A 230.9228 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 1, Nellie D. Mundy Survey No. 246, a portion of Section 9, Block 82, Township 1, Texas and Pacific Railway Company Surveys and a portion of Tract 1, S. J. Larkin Survey No. 269 and being more particularly described by metes and bounds as follows.*

**BEGINNING** at a two inch pipe stamped "EPNG EL 4152 GF 1977" found for the corner common to Nellie D. Mundy Survey No. 243, Nellie D. Mundy Survey No. 246, and Section 10, Block 82, Township 1, Texas and Pacific Railway Company Surveys, whence a two inch pipe found for the corner common to said Survey No. 243, said Survey No. 246, Nellie D. Mundy Survey No. 242 and S. J. Larkin Survey No. 267 bears South 03°14'36" West, a distance of 5,269.69 feet

**THENCE**, leaving the boundary line common to said Survey No. 243 and said Survey No. 246 and following the boundary line common to said Survey No. 246 and said Section 10, South 87°09'10" East, a distance of 2,349.66 feet to a two inch pipe found for the corner common to said Survey No. 246, said Section 10 and Section 9, Block 82, Township 1, Texas and Pacific Railway Company Surveys and for an angle point of the parcel herein described;

**THENCE**, leaving boundary line common to said Survey No. 246 and said Section 10 and following the boundary line common to said Survey No. 246 and said Section 9, South 86°29'12" East, a distance of 1,277.10 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point of the parcel herein described, whence a two inch pipe found for the corner common to said Survey No. 246, said Section 9 and S. J. Larkin Survey No. 269 bears South 86°29'12" East, a distance of 1,513.53 feet;

**THENCE**, leaving the boundary line common to said Survey No. 246 and said Section 9, North 03°30'48" East, a distance of 800.00 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the most northerly corner of the parcel herein described;

**THENCE**, South 86°48'38" East, a distance of 3,925.00 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set on the boundary line common to said Section 9 and Section 8, Block 82, Township 1, Texas and Pacific Railway Company Surveys for the northeast corner of the parcel herein described;

**THENCE**, following the boundary line common to said Section 9 and said Section 8, South 02°26'36" West, a distance of 800.00 feet to a two inch pipe found for the corner common to said Section 9, said Section 8 and said Survey No. 269 and for an angle point of the parcel herein described;

**THENCE**, leaving the boundary line common to said Section 9 and said Section 8 and following the boundary line common to said Section 9 and said Survey No. 269, North  $86^{\circ}43'55''$  West, a distance of 1,196.09 feet to a 1/2 inch rebar with survey cap No. "TX 5337" found on the west boundary line of the Franklin Mountain State Park for an angle point of the parcel herein described;

**THENCE**, leaving the boundary line common to said Section 9 and said Survey 269 and following the west boundary line of the Franklin Mountain State Park, South  $03^{\circ}16'05''$  West, distance of 110.00 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, leaving the west boundary line of the Franklin Mountain State Park, North  $87^{\circ}17'18''$  West, a distance of 287.04 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, South  $66^{\circ}01'18''$  West, a distance of 779.29 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, North  $87^{\circ}34'17''$  West, at a distance of 243.76 feet pass the boundary line common to said Survey No. 246 and said Survey No. 269 and at a total distance of 338.03 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

**THENCE**, South  $85^{\circ}21'26''$  West, a distance of 786.82 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of curvature;

**THENCE**, following the arc of a curve to the left having a radius of 2,405.14 feet, a central angle of  $27^{\circ}48'53''$ , an arc length of 1,167.60 feet and whose long chord bears South  $71^{\circ}26'59''$  West, a distance of 1,156.16 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of reverse curvature;

**THENCE**, following the arc of a curve to the right having a radius of 3,027.82 feet, a central angle of  $14^{\circ}07'24''$ , an arc length of 746.35 feet and whose long chord bears South  $64^{\circ}36'15''$  West, a distance of 744.47 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of reverse curvature;

**THENCE**, following the arc of a curve to the left having a radius of 1,919.52 feet, a central angle of  $11^{\circ}51'44''$ , an arc length of 397.41 feet and whose long chord bears South  $65^{\circ}44'05''$  West, a distance of 396.70 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for a point of reverse curvature;

**THENCE**, following the arc of a curve to the right having a radius of 1,249.78 feet, a central angle of  $23^{\circ}50'16''$ , an arc length of 519.97 feet and whose long chord bears South  $71^{\circ}43'21''$  West, a distance of 516.22 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the end of said curve to the right and an angle point of the parcel herein described;

**THENCE**, South  $08^{\circ}43'10''$  West, a distance of 1,186.40 feet to a 1/2 inch rebar with survey cap No. TX 5337 set on the north right-of-way line of Transmountain Drive for an angle point;



**THENCE**, following the north right-of-way line of Transmountain Drive, North  $81^{\circ}16'50''$  West, a distance of 130.00 feet to a 1/2 inch rebar with survey cap No. TX 5337 found for an angle point;

**THENCE**, leaving the north right-of-way line of Transmountain Drive (Loop 375), North  $08^{\circ}43'10''$  East, a distance of 1,151.38 feet to a 1/2 inch rebar with survey cap No. TX 5337 set for an angle point;

**THENCE**, North  $89^{\circ}28'25''$  West, a distance of 475.98 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

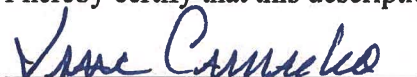
**THENCE**, South  $88^{\circ}53'25''$  West, a distance of 702.90 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point of the parcel herein described;

**THENCE**, North  $80^{\circ}59'43''$  West, a distance of 407.12 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set on the boundary line common to said Survey No. 243 and said Survey No. 246 for the southwest corner of the parcel herein described;

**THENCE**, following the boundary line common to said Survey No. 243 and said Survey No. 246, North  $03^{\circ}14'36''$  East, a distance of 1,783.55 feet to the **POINT OF BEGINNING** of the parcel herein described;

Said parcel containing 230.9228 acres (10,058,997.9 square feet), more or less, and being subject to all easements, restrictions or covenants of record.

I hereby certify that this description was prepared by me or under my supervision.



Isaac Camacho,

TX. R. P. L. S. No. 5337

Date: January 18, 2013

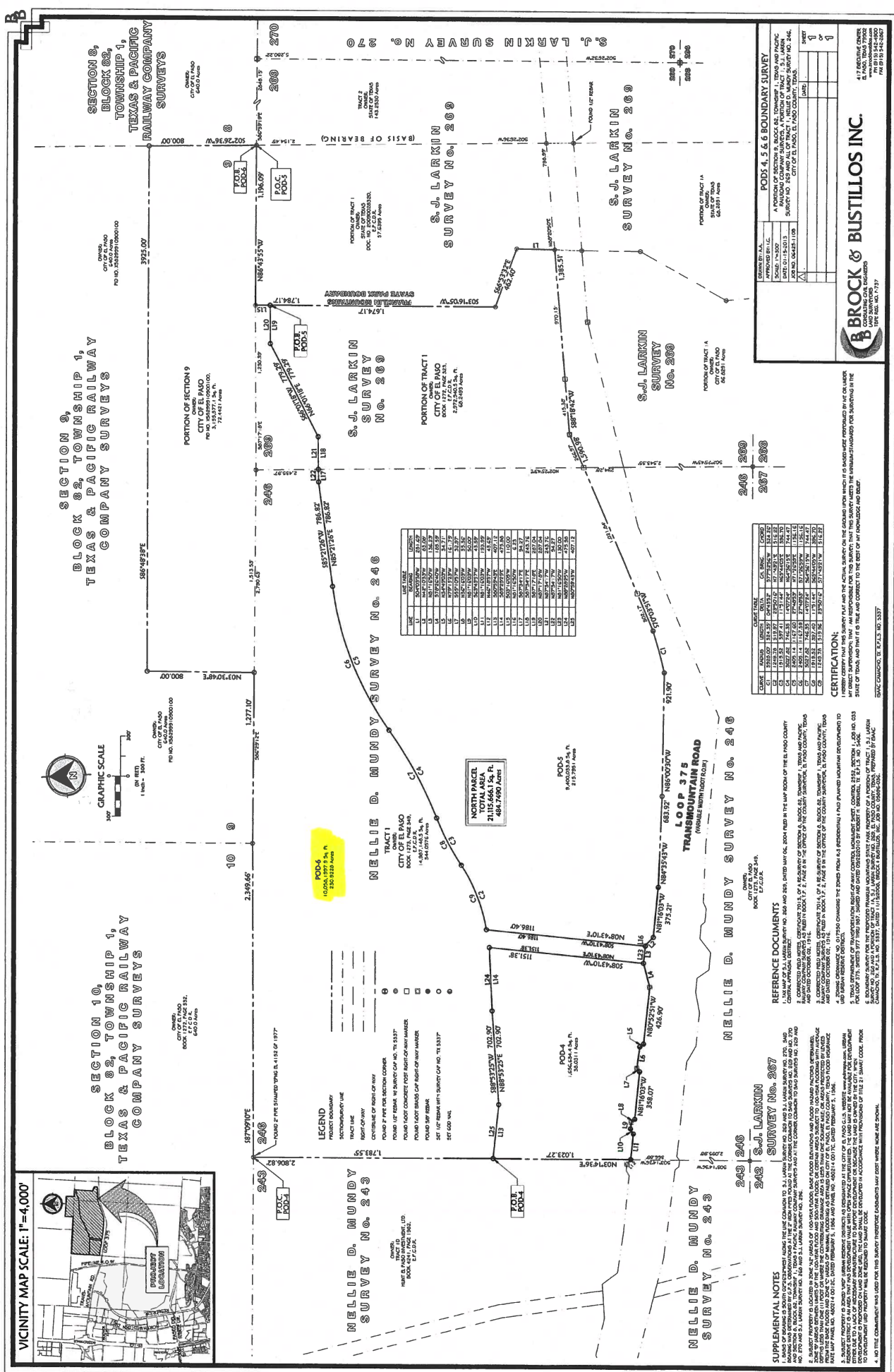
06425-110B Pod 6 Desc



**EXHIBIT “B”**  
**PLAT SURVEY OF PROPERTY**



[illegible]



**B BROCK & BUSTILLOS INC.**  
CONSULTING CIVIL ENGINEERS

417 EXECUTIVE CENTER  
EL PASO, TEXAS 79902  
www.broadpointllc.com  
PH (915) 542-1900  
FAX (915) 542-0677

THEY CERTIFY THAT THIS SURVEY PLAN AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION; THAT AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE USUAL STANDARDS FOR SURVEYING IN THE STATE OF TEXAS; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

5. TOWNSHIP DEPARTMENT OF TRANSPORTATION ISSUE OF NEW CONCRETE, NOMINATED SHEET, CONTROL 2551, SECTION 1, JOB NO. 033

3. SUBJECT PROPERTY IS ZONED IND (LOCAL RESIDENTIAL) AND IS CURRENTLY IN THE CITY OF INDIANAPOLIS. THE SUBJECT PROPERTY IS LOCATED WITHIN THE INDIANAPOLIS METROPOLITAN DISTRICT OF AN AREA THAT HAS DEVELOPMENTAL VALUE WITH OTHER SUBURBAN COMMUNITIES. THE LAND IS NOT BEING AVAILABLE FOR DEVELOPMENT EITHER DUE TO A LACK OF NECESSARY INFRASTRUCTURE TO SUPPORT DEVELOPMENT OR BECAUSE THE LAND IS OWNED BY THE CITY, WHICH DEVELOPMENT IS PROHIBITED ON LAND ZONED IND. THE LAND SHALL BE DEVELOPED IN ACCORDANCE WITH PROVISIONS OF TITLE 21, SMART CODE. PRIOR TO DEVELOPMENT AND TRANSFER WILL BE REQUIRED TO SMART CODE.

4. NO TITLE COMMITMENT WAS USED FOR THIS SURVEY. THEREFORE EASEMENTS MAY EXIST WHERE NONE ARE SHOWN.

**EXHIBIT “C”**  
**BASELINE REPORT**

## **Lost Dog Property Baseline Report**

**Land Owner:** City of El Paso

**First draft prepared,** July 2020– April 2021

**Prepared By:**

Janaé Reneaud Field, Executive Director of The Frontera Land Alliance

Scott Cutler, President and a founder of The Frontera Land Alliance

**Credentials:**

a. Scott Cutler: A founding member of The Frontera Land Alliance, Scott Cutler is a retired Curator of Collections and Exhibits at the Centennial Museum at The University of Texas at El Paso. He has a bachelor's degree in Wildlife Management and master's degree in Biology. A resident of El Paso for more than 25 years, he is knowledgeable about the flora and fauna of the Franklin Mountains of El Paso and has been active in numerous local conservation organizations involved with preserving open space.

b. Janae Reneaud Field, Executive Director: Janaé Reneaud Field earned her master's degree in public administration with a concentration in land conservation from Eastern Michigan University. She earned a bachelor of science degree in Wildlife Biology from Michigan State University. She was the executive director at the Guadalupe-Blanco River Trust, Seguin Texas until 2011 when she moved to El Paso, Texas. She served four years as the development and grants manager for the Washtenaw Land Trust in Ann Arbor, Michigan and has worked for the U.S. Fish and Wildlife at the Detroit River International Wildlife Refuge.

**Baseline documentation:** Baseline documentation is a process for recording the condition of a property by identifying existing physical conditions, both natural and man-made. The baseline report provides a “baseline” for measuring future changes in the property's conservation resources and other man-made or natural features. The baseline report includes a property description, background and legal information, photographs of key features, maps and/or photographs of the property, a recent site-specific resource inventory, and other items as noted below.

**Ownership information:**

City of El Paso

Contact: City Manager

Copy: City Attorney

City of El Paso, 300 N. Campbell St.

El Paso, Texas 79901

(915) 212-1119

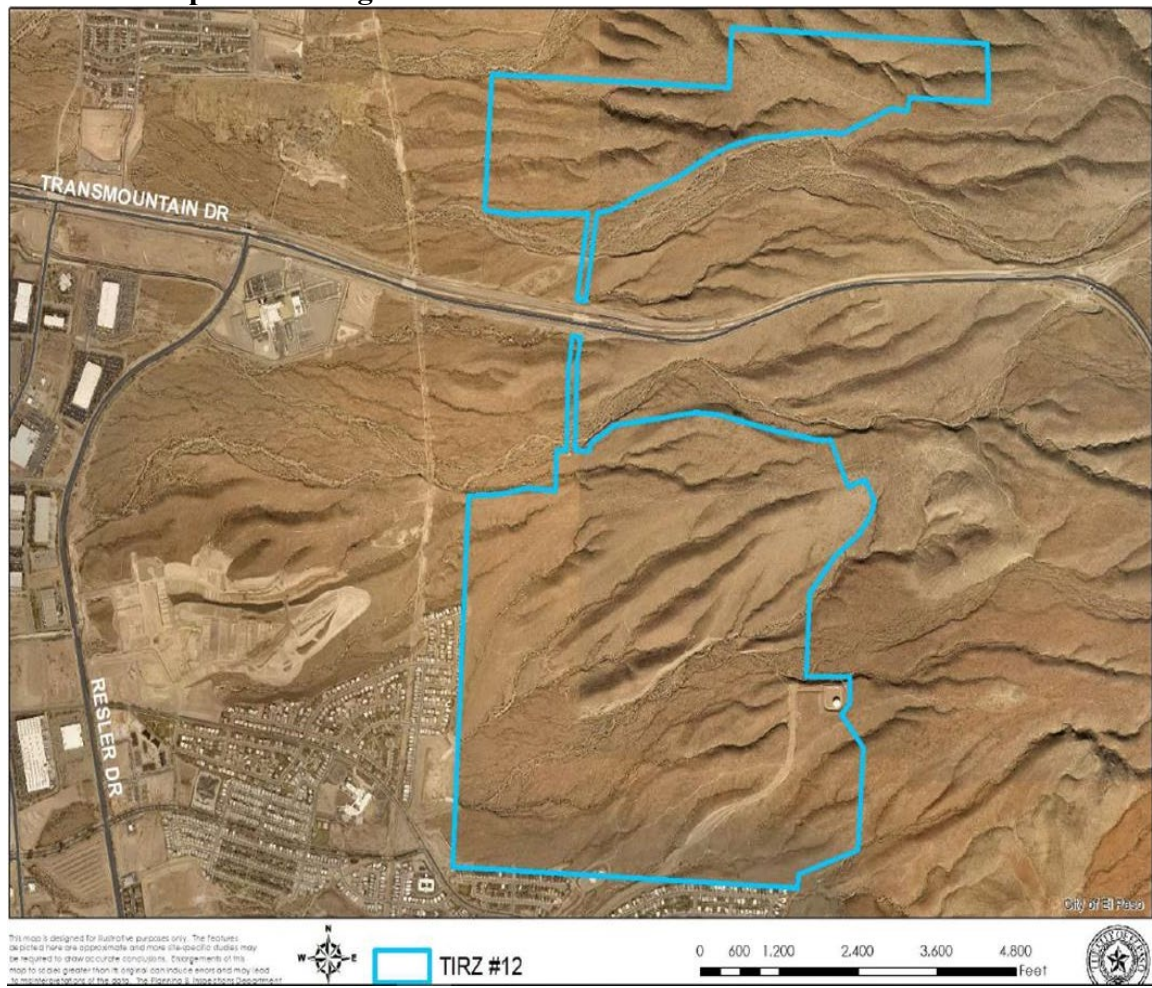
**Historical information:** The City of El Paso is the owner in fee simple of the surface estate of 1,001 acres, more or less, in northwest El Paso, commonly referred to as the “Lost Dog Property” (sometimes referred to herein as “Lost Dog”). For numerous decades, the property was held in El Paso Water's land inventory as part of the water and sewer facilities system (the “System”). On July 23, 2019, the El Paso City Council approved using the Municipal Drainage Utility System “10% Fund” to compensate the System for the fair market value of the Lost Dog Property and directed that the Property should serve a dual purpose as both a natural stormwater management system and a municipal open space. On February 18, 2020, the El Paso City Council directed staff to place a conservation easement over the Lost Dog Property.



**Summary of easement provisions:** The land is to remain open to the public for passive, non-vehicular recreation, wildlife habitat, and water conservation.

**Purpose of the Conservation Easement:** Conserving the Property will result in a public benefit because the Property contains open space for recreation, scenic qualities, helps with water conservation, and holds a variety of native wildlife and plant resources (collectively, the “Conservation Values”), all of which are important to the citizens of El Paso and the region. The Conservation Values are to be preserved by the continuation of existing uses including open natural space for wildlife habitat, water conservation, passive recreation, open scenic views, and utility infrastructure and storm water drainage (collectively, the “Existing Uses”). The City of El Paso intends to convey to The Frontera Land Alliance (“Grantee”) a conservation easement for the purpose of preserving and protecting this significant Texas natural area for plant and wildlife protection and scenic, historical, and open space features. Grantee is a qualified “holder” as that term is defined by Chapter 183 of the Texas Natural Resources Code.

**Overview map of Lost Dog Conservation Easement:** Outlined in blue.



## Existing Rights on Property

1. Mineral rights: Both Chevron, USA and the State of Texas own mineral rights on the Property. A Surface Waiver Agreement with Chevron will be recorded at the time of the Conservation Easement. Attached is a mineral remoteness letter signed by Dr. Philip C. Goodell, Department of Geology Sciences, The University of Texas at El Paso. (See page 10 below.)
2. Based on existing and available records, below are exceptions to conveyance:
  - a) (BOTH PARCELS) Utility easements and prescriptive rights visible and apparent on the ground.
  - b) (Parcel 1) Mineral Interest as set out in Instruments recorded in [Volume 900, Page 333](#), [Volume 1176, Page 504](#) and [Volume 1212, Page 153](#), transferred in [Volume 1667, Page 261](#), Real Property Records of El Paso County, Texas. The Company makes no representation as to the present ownership of this interest
  - c) (Parcel 2) Easement to EL PASO ELECTRIC COMPANY, recorded in [Clerk's File No. 20140015345](#), Real Property Records of El Paso County, Texas.
  - e) Reservation of all minerals to the STATE OF TEXAS as set out in Instruments recorded in [Volume 1272, Page 323](#) (PARCELS 1 & 2); [Volume 1272, Page 324](#) (PARCEL 2); [Volume 1272, Page 325](#) (PARCEL 2); and [Volume 1273, Page 349](#) (PARCELS 1 & 2), Real Property Records of El Paso County, Texas. The Company makes no representation as to the present ownership of this interest.
  - f) 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.
  - g) (Both Parcels) Ordinance No. 018804, dated 7/26/2018 changing the zoning and imposing certain terms, conditions, and provisions of record under [Clerk's file No. 20180057638](#), Real Property Records, El Paso County, Texas.

## Phase 1 Environmental Assessment

Conducted by **Wood Environment & Infrastructure Solutions, Inc.** (125 Montoya Road, El Paso, Texas 79932, (915) 585-2472.) Completed Phase 1 Environmental Assessment. Completed October 30, 2020.

Findings: Wood has performed this Phase I ESA in general conformance with the scope and limitations of ASTM Standard E1527-13 for the Site located along the western flank of the Franklin Mountains, crosscut by Loop 375 (Woodrow Bean/Transmountain Drive), and north of Redd Road in El Paso, Texas.

- ☐ Much of the Site is and has remained undeveloped since at least 1936. However, evidence of human activity was observed along graded and dirt roads primarily in the southern section of the Site, but also in scattered trails across the Site as well as within ephemeral stream valleys and trails.
- ☐ Evidence of limited domestic waste disposal was noted primarily on property margins, along Loop 375, within ephemeral stream valleys, and along both graded and dirt roads and trails.

**Ecological Features:** Lost Dog is located in the Trans-Pecos region of West Texas in the northern portion of the Chihuahuan Desert. The area is part of the Franklin Mountains, a tilted fault block mountain range composed of mainly sedimentary rock with some igneous intrusions.

The flora and fauna on Lost Dog is representative of species found in similar elevations and substrates throughout the Franklin Mountains. Creosote bush, stool, prickly pear, and lechuguilla are among the most widespread plants on the land. The canyon slopes harbor scrub oaks and acacias. Within the flowpaths are communities dominated by desert willow and apache plume. Characteristic species of insects include desert tarantula, millipedes, several species of beetles, native bees and wasps, grasshoppers and butterflies.

Around thirty species of mammals have been recorded in the adjacent state park. Evidence of mammals on Lost Dog includes gray fox, rabbit species and mule deer. Bobcats and mountain lions have been reported in similar habitat in other parts of the mountain range so it is likely this property is utilized as part of their territories. Small mammals such as rock squirrels and native mice are probably present, but were not seen during recent surveys. There are many birds in the Franklin Mountains and a good number have been sighted on Lost Dog. These include Mourning Dove, White-winged Dove, Gambel's Quail, Scaled Quail, Greater Roadrunner, Western Kingbird, House Finch, Black-throated Sparrow, Canyon Towhee, Cactus Wren, and Rock Wren.

Detailed lists of some of the flora and fauna that may be seen on Lost Dog can be found at the links below. Also, see Appendix A for a list of species found on Lost Dog, documented by Scott Cutler during site visits.

1. The most complete list of the Franklin Mountains flora can be found at: <https://floraneomexicana.files.wordpress.com/2014/08/franklinmts.pdf>

2. A partial list of the biodiversity of plants and animals in the Franklin Mountains is available at: <https://elpasozoo.home.blog/2020/06/11/our-franklin-mountains-are-rich-in-biodiversity/>

**Water Source, Water Demands and Geology:** The arroyos on Lost Dog provide corridors for wildlife and for water flow during rains. With the preservation of Lost Dog, the vegetation will remain undisturbed and will assist in reducing erosion and flooding. Flora and fauna will have a source of food and water along with places in which to live undisturbed. Once preserved, the viewsheds will remain a wonderful asset to the residents of the City of El Paso and surrounding areas, as well as a great attraction to out-of-town visitors.

The landscape is a series of east/west-trending ridgelines and arroyos. Water flow in the arroyos move westward, towards the Mesilla Bolson. The property has a number of areas where the land has been highly modified with flood control dams and basins, a rock quarry, dirt roads and powerlines. There are also remnants of some buildings and foundations (see Appendix B for photos). Native and non-native vegetation is slowly reclaiming many of these altered landscapes.

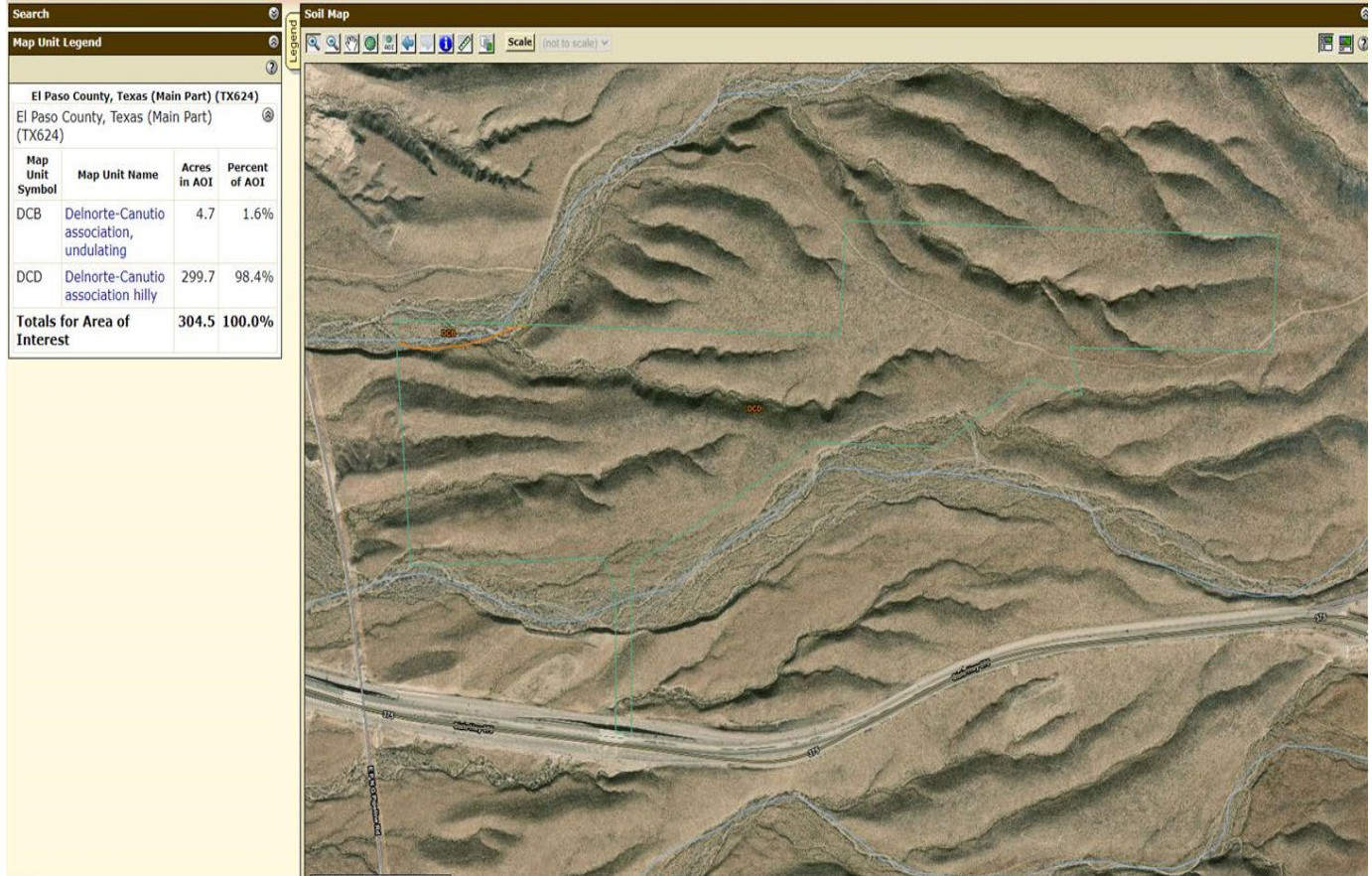
**Scenic Features:** Being adjacent to the Franklin Mountain State Park greatly impacts the diversity of plant and animal species present and provides spectacular views of the geologic features of the Franklin Mountains. Lost Dog possesses a combination of diverse plant and animal habitats, complex geology, spectacular scenery and a suite of cultural features.



## SUPPLEMENTARY INFORMATION (Pages 6-11)

Soil, Resource USDA <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>

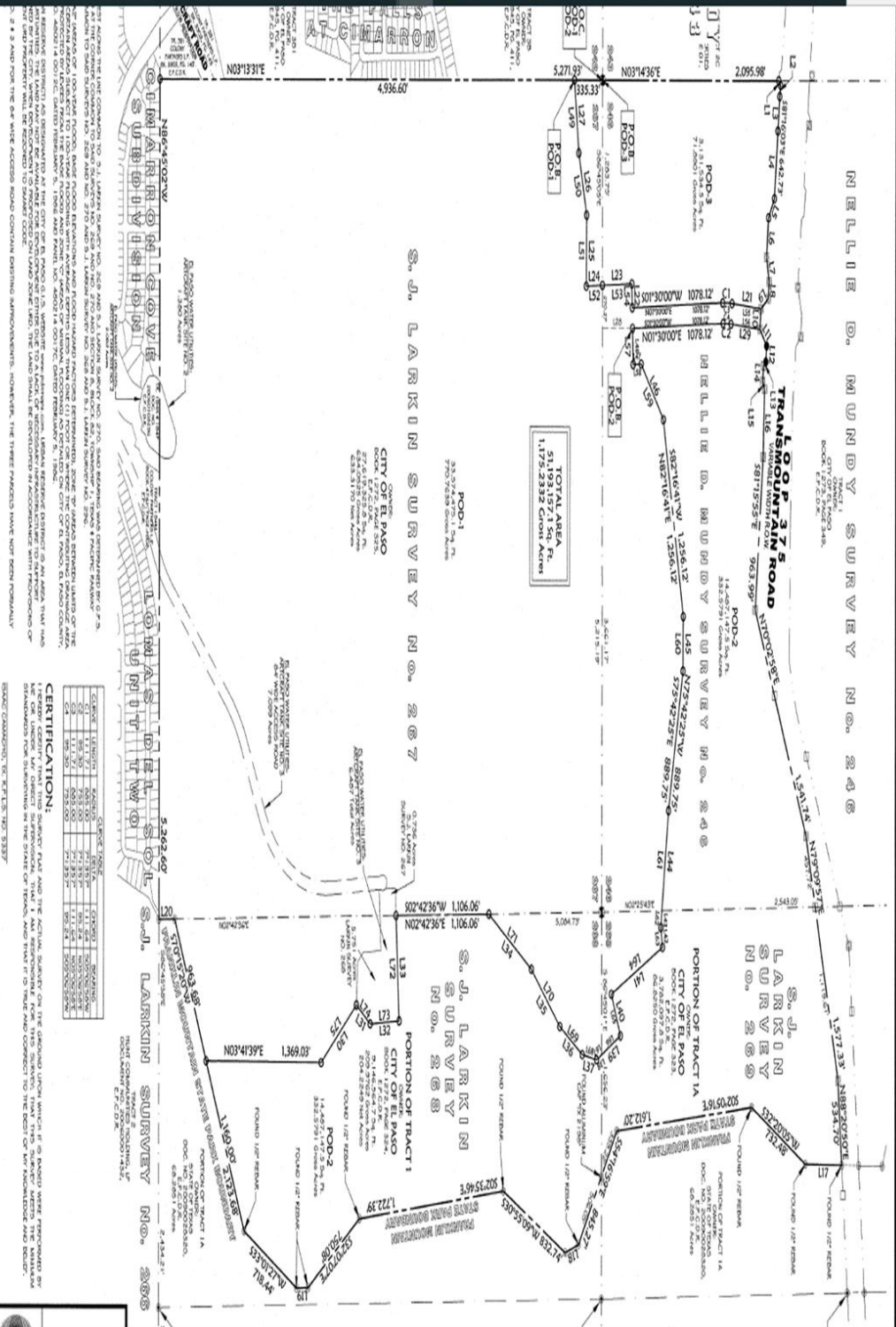
The dominating soils are Delnorte-Canutio at Lost Dog property North and South.

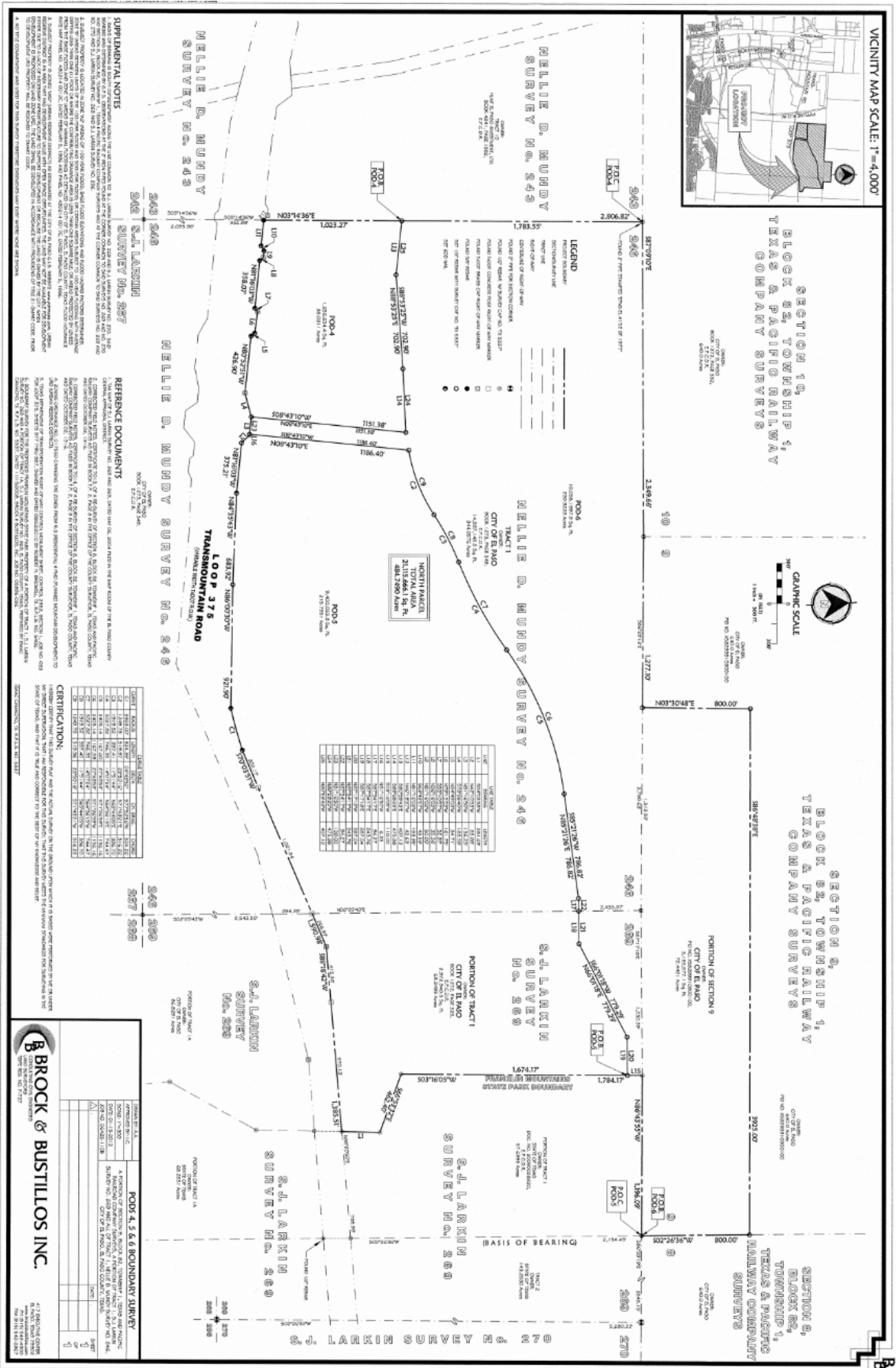




El Paso County, Texas (Main Part) (TX624)			
El Paso County, Texas (Main Part) (TX624)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
DCB	Delnorte-Canutio association, undulating	163.0	20.7%
DCD	Delnorte-Canutio association hilly	625.6	79.3%
Totals for Area of Interest		788.6	100.0%







**SUPPLEMENTAL NOTES**

**REFERENCE DOCUMENTS**

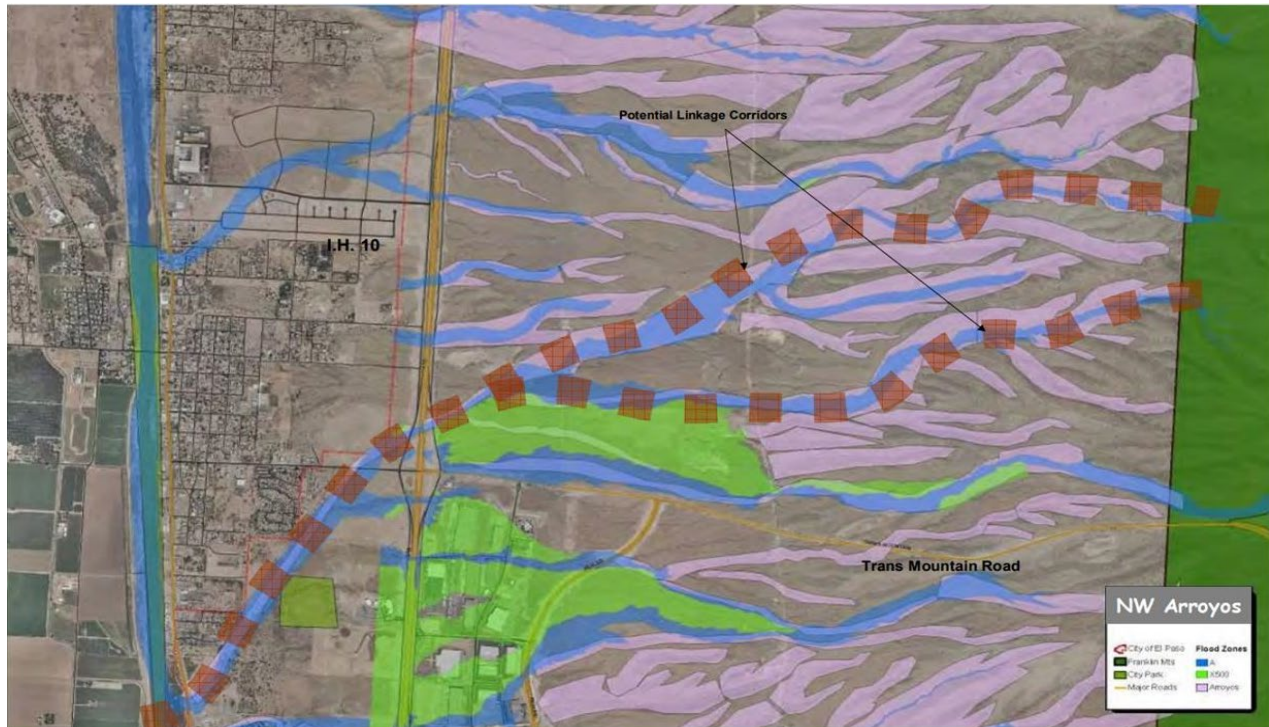
**CERTIFICATION**

**POD 4.3 & 6 BOUNDARY SURVEY**

**BROCK & BUSTILLOS INC.**



Map below is from “Towards a Bright Future – A Green Infrastructure Plan for El Paso, Texas,” Halff Associates (January 2007). Map indicates that Lost Dog North and Lost Dog South sit over the Mesilla Bolson.



THE UNIVERSITY OF TEXAS AT EL PASO



*Department of  
Geological Sciences*

**12-12-2020**

To Whom It May Concern:

Reference To: Lost Dog Land, west side of Mt. Franklin, south of Trans Mt. Rd.,  
west of State Park.

Statement: Land in Reference has no present mineral value.  
Land in Reference has no probable future value.

Discussion: The General Land Office of the State of Texas handles claims on mineral and petroleum wealth in the state. There are no GLO claims in the Lost Dog Land, nor has there been such claims previously. Surface examination does not reveal any old prospect pits. Prior humans have searched the surface of the earth, and in the USA this search has been repeated and thorough. Nothing has been found on the Lost Dog Land.

Several miles north, prospecting activities consisting of several tunnels are present on a copper prospect located within the Tom Mays section of the Franklin Mountain State Park. Many miles to the south, prospect diggings are present on the east side of Crazy Cat Hill, near the southern end of the mountain. These are the prospects located on the west side of the Franklin Mountains.

Considering the general ideas about how petroleum and mineral wealth occur in the earth, there are zero expectations of the presence of any such wealth on Lost Dog Land.

Professional Credentials: more than 45 years as Economic Geologist at UTEP, member Society of Economic Geology, longtime consultant.

Professor Philip C. Goodell, PhD  
915-227-5754.

A handwritten signature in blue ink that reads "Philip C. Goodell". The signature is stylized, with the first name "Philip" written in a cursive-like script and the last name "Goodell" in a more blocky, capital-letter style.

*El Paso, Texas*  
-----

## Lost Dog Species List –Appendix A

	<b>North and South Lost Dog</b>
<b>Common Name</b>	<b>Specific Name</b>
<b>Plants</b>	
Aster	Asteroideae
Fishhook barrel cactus	<i>Ferocactus wislizeni</i>
Copplestone Lichens	<i>Genus Acarospora</i>
Creosote Bush	<i>Larrea tridentata</i>
Desert Willow	<i>Chilopsis linearis</i>
Englemann's Prickly Pear	<i>Opuntia Engelmannii</i>
Four winged saltbush	<i>Atriplex canescens</i>
Honey Mesquite	<i>Prosopis glandulosa</i>
Lechugilla	<i>Agave lechuguilla</i>
Little Leaf Sumac	<i>Rhus microphylla</i>
Ocotillo	<i>Fouquieria splendens</i>
Palo Verde	<i>Genus Parkinsonia</i>
Parralena	<i>Thymophylla pentachaeta</i>
Pricky Pear	<i>Genus Opuntia</i>
tulip prickly pear cactus	<i>Opuntia phaeacantha</i>
Engelmann's prickly pear cactus	<i>Opuntia engelmannii</i>
Rough Harvester Ant	<i>Pogonomyrmex rugosus</i>
Russian Sage	<i>Salvia yangii</i>
Silverleaf nighshade	<i>Solanum elaeagnifolium</i>
Sotol	
Trailing Windmills	<i>Allionia incarnata</i>
Wheeler Sotol	<i>Dasyilirion wheeleri</i>
Soaptree Yucca	<i>Yucca elata</i>
<b>Mammals</b>	
Packrat	genus Neotoma sp.
<b>Birds</b>	
nighthawk	Chordeiles sp.
black-throated sparrow	<i>Amphispiza bilineata</i>
<b>Insect</b>	
desert millipede	<i>Orthoporus ornatus</i>

## **PHOTOS OF LOST DOG PROPERTY – APPENDIX B**



### Not in North Lost Dog Conservation Easement



t  
Dead-end at Dewberry.



Pipeline road near point A looking north



In distance see a trail, not in North Lost Dog Conservation easement





Fossil found on north Lost Dog



barrel cactus









Arroyo above point A



Point A Photo Point at the corner north west corner of North Lost Dog





Near photo point A



Photo point B



Photo point B.a





Photo point C



Photo point E—bottom of arroyo





Photo point E headed south



Photo point F





Photo point F



Photo point G – marker says: NM 9264, TX 5337



Photo point H (reads; NM 9254



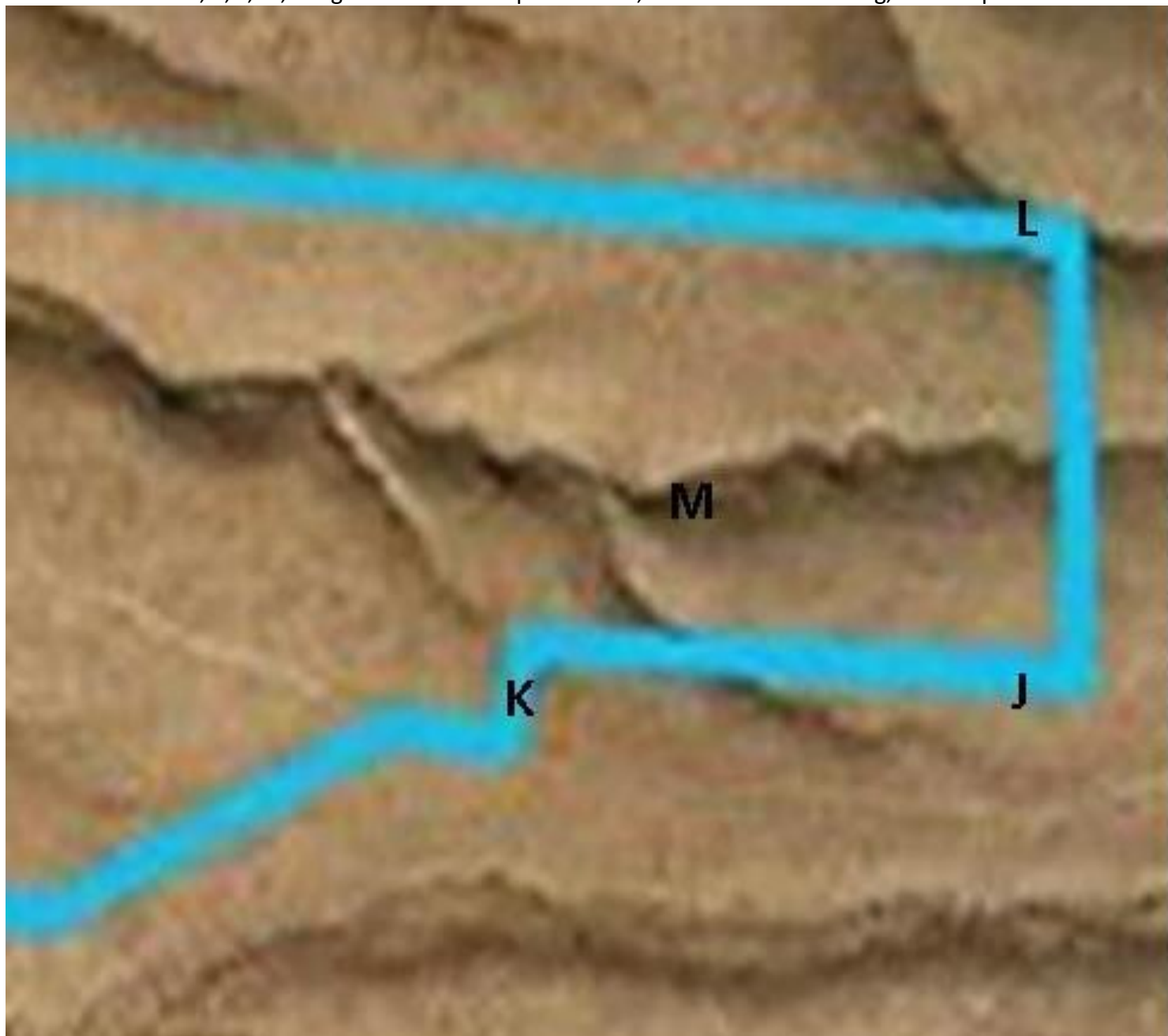


Photo Point J Looking into North Lost Dog



Photo point J Looking into North Lost Dog

The follow letters J, K, L, M, images were taken September 27, 2020 at North Lost Dog, eastern portion.







Approching photo point L



FMSP corner



FMSP sign



IMG\_3498



IMG\_3502



IMG\_3503



jeep Road that crosses lost dog from FMSP



Lechiguia



looking east across Lost Dog



lost dog



Near L\_Looking from Lost dog at FMSP property



Near photo point L



North Lost Dog



parking off of 375 at Tom Mays Unit



photo point J



Photo Point L corner marker



Photo Point Corner J



Photo Point J looking into Lost Dog



photo point M



Photo Point M looking into arroyo



Photo Point K



Photo Point K looking across Lost Dog



**On Site Visit conducted September 13, 2020:**

Scott Cutler, Janae Reneaud Field, Tom Robinson, Judy Ackerman, and Pat Rios

**On Site Visit conducted September 27, 2020:**

Scott Cutler, Janae Reneaud Field, Tom Robinson, and Judy Ackerman

Identified boundary with below map by the City of El Paso and accompanying coordinates.

May 4, 2019

Ballot Initiative Approved by Voters (Including Lost Dog Trail)

Report 10.29.19.pdf - Adobe Acrobat Reader DC

Help

El Paso City Council...



2 / 12



150%

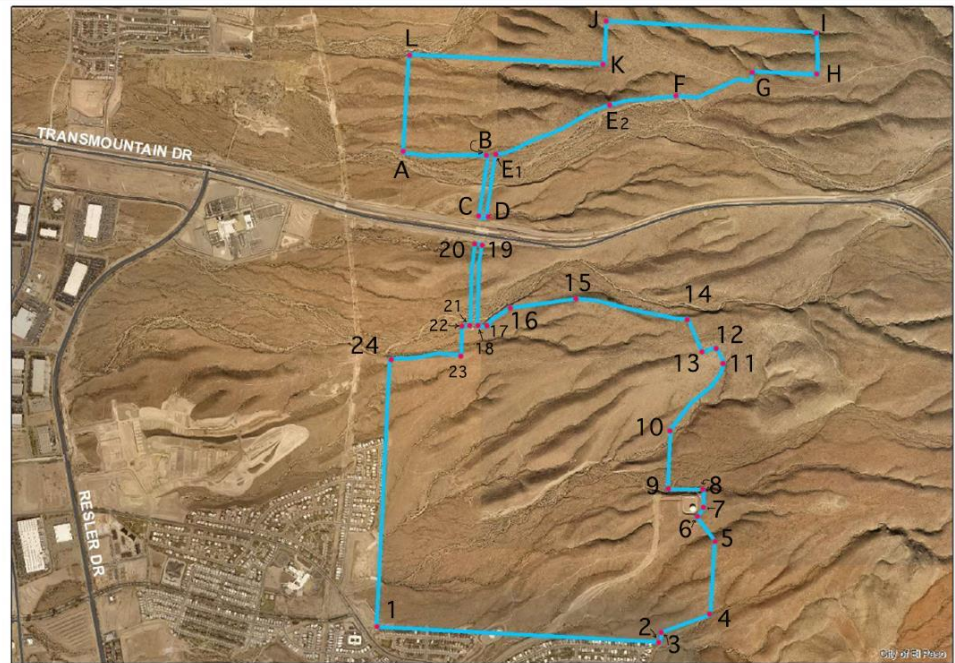


Below are unofficial coordinates for the boundary of TIRZ #12 estimated from Google Maps

## LOCATION MAP

A. 31.908662, -106.554803  
 B. 31.908771, -106.549903  
 C. 31.905595, -106.550012 (Paso del Norte)  
 D. 31.905632, -106.549562 (Paso del Norte)  
 E1. 31.908913, 106.549279  
 E2. 31.911787, -106.542716  
 F. 31.912568, -106.538553  
 G. 31.913862, -106.534422  
 H. 31.914038, -106.530252  
 I. 31.916077, -106.530405  
 J. 31.916033, -106.542941  
 K. 31.913909, -106.542903  
 L. 31.914032, -106.554754

1. 31.884764, -106.554642  
 2. 31.884701, -106.537869  
 3. 31.885123, -106.538003  
 4. 31.886353, -106.534843  
 5. 31.890092, -106.534872  
 6. 31.891297, -106.536086  
 7. 31.891682, -106.535867  
 8. 31.892611, -106.536076  
 9. 31.892425, -106.537972  
 10. 31.895041, -106.538228  
 11. 31.899106, -106.535061  
 12. 31.899935, -106.535300  
 13. 31.899622, -106.536359  
 14. 31.901283, -106.537097  
 15. 31.902042, -106.543901  
 16. 31.901575, -106.547936  
 17. 31.900311, -106.549308  
 18. 31.900360, -106.549726  
 19. 31.904504, -106.549633 (Paso del Norte)  
 20. 31.904543, -106.550128 (Paso del Norte)  
 21. 31.900260, -106.550186  
 22. 31.900173, -106.550732  
 23. 31.898504, -106.550740  
 24. 31.898361, -106.554867



This map is designed for illustrative purposes only. The features depicted here are approximate and more detailed studies may be required to draw accurate conclusions. Disregard of this map to other greater maps is required and not intended to be used for any other purpose.



TIRZ #12

0 600 1,200 2,400 3,600 4,800 Feet



## Trail Head Look to El Paso Water Tank







A. CE near entrance lower arroyo



B. at EPWU site within Lost Dog



B. EPWU in the property



B. EPWU site in property



biker on trail near photo point O.



C City parking



C entrance near homes



C. City parking \_2



C\_entrance



D. entrance to Lost Dog at EPWU



Dog on trail



E. EPWU tank next to FMSP property





I. EPWU tank in distance



I. walking on road



I



IMG\_2848



J side trail



K side trail



L looking west



L looking west



M. looking into arroyo south east



M. Looking South East



N photo point



N



O. FMSP sign



O. FMSP marker



O. FMSP sign behind EPWU tank



ocotillo



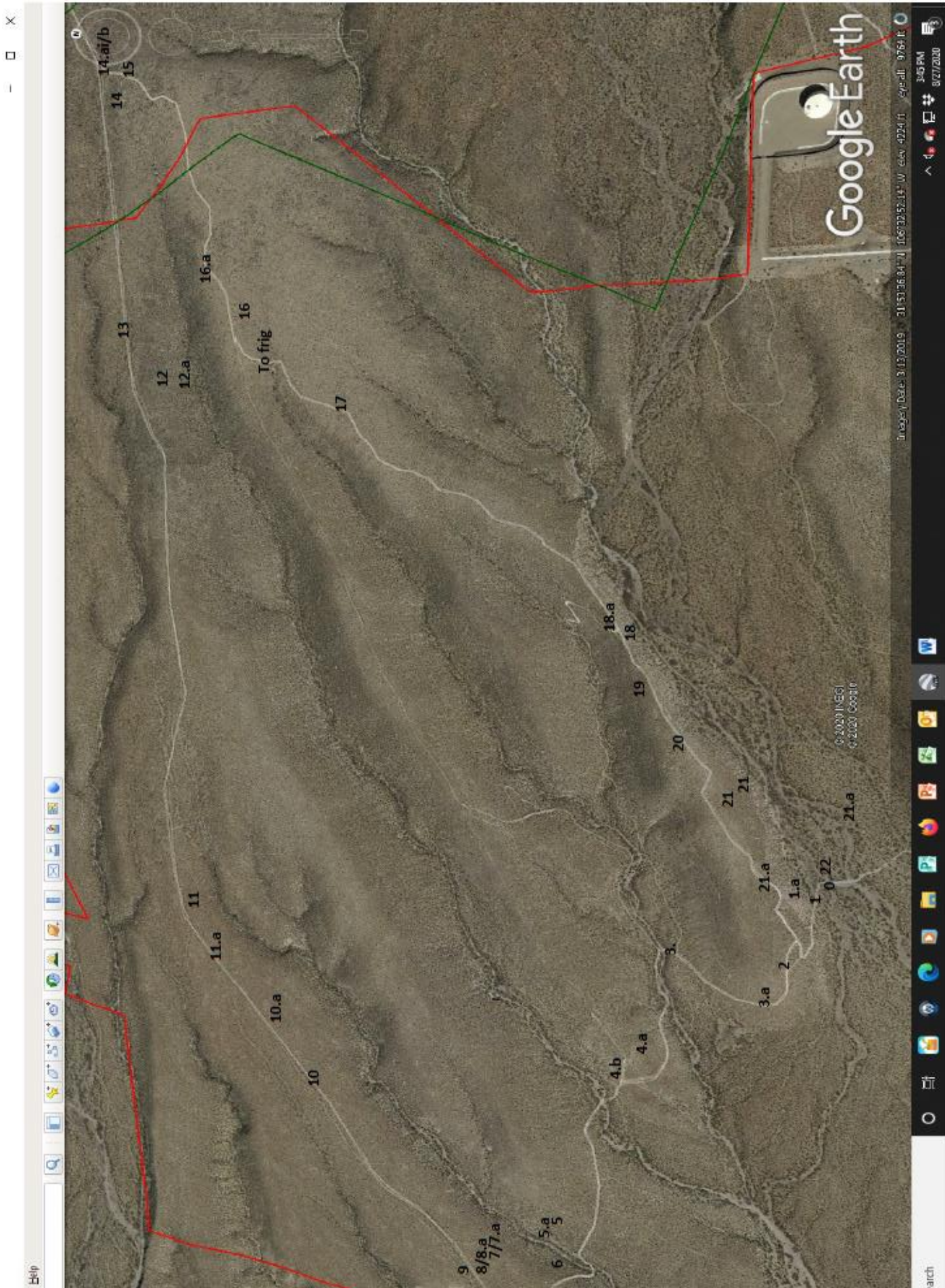
overview of property



Scen from in property



# Site Visit to 5 mile trail, on South Lost Dog.





## Micilanious Photos



Photo of existing trash



Photo of Ocotillo



Trail showing of heavy use by bikers and hikers



Unofficial trail made to the Frig.





**Lost Dog Trail**



**Photo point O**



**Hikers on arroyo ridge, Lost Dog**





Arroyo on Lost Dog



Old mattress spring



Photo point F



Photo point F.a









**Photo point 1 (shows arroyo)**



**Photo point 23**



**Photo point 22**



**Photo point 22.a**





**Photo point 22 (arroyo base)**



**Photo point 21**





Photo piont 20





**Photo point 19**



**Photo point 19 (looking east)**



**Photo point 18**



**Photo point 18.a**





**Photo point 16**



**Photo point 16.a**



**Photo point 17**





Photo point 15



Photo point 14.a

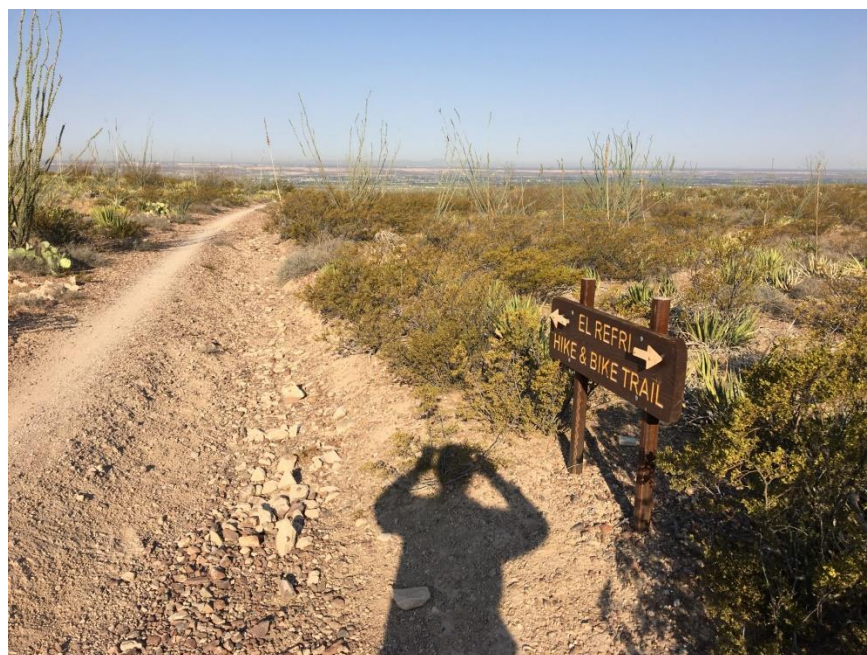


Photo Point 14.ai





Photo Point 14.b



Photo Point 14.a



Photo Point 13



Photo point 12





**Photo Point 11**



**Photo point 10**



**Photo point 10.a**



**Photo Point 11.a**





Photo point 8

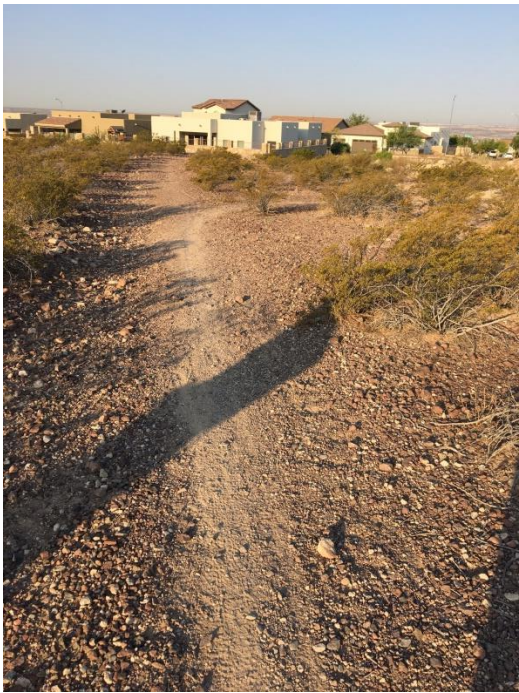


Photo point 8.a

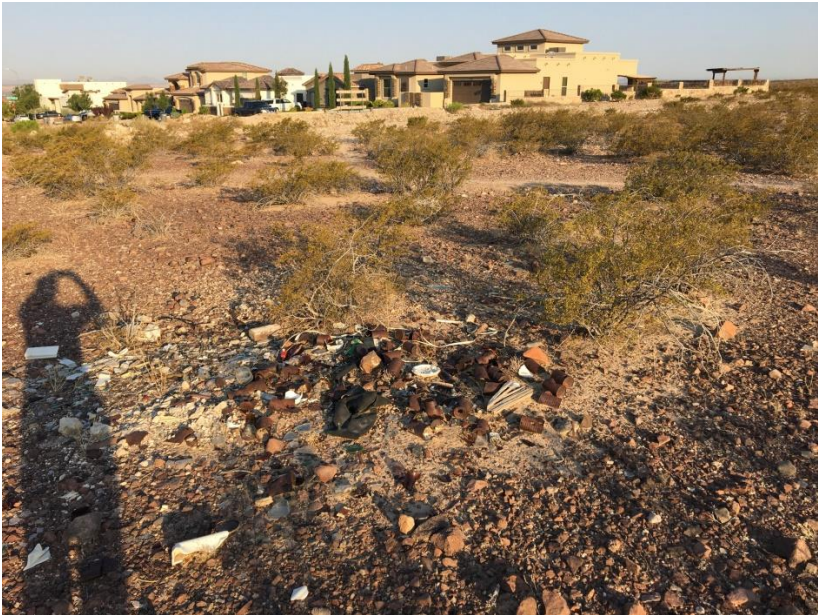


Photo Point 9

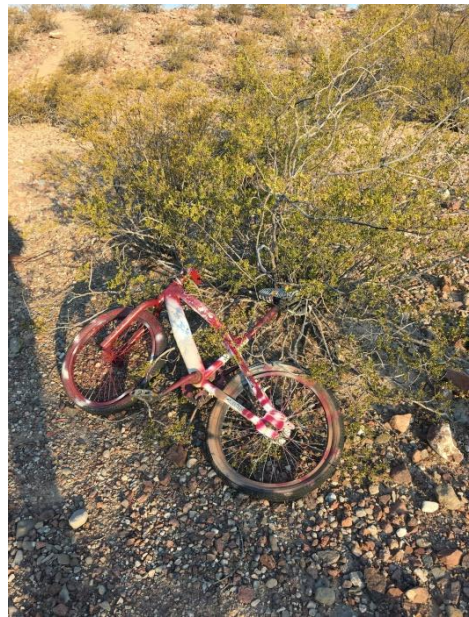


Photo point 8.a





**Photo Point 7.a**



**Photo Point 6**



**Photo piont 5**



**Photo point 5. a**





Photo point 4



Photo point 4.a



Photo point 4.a.i

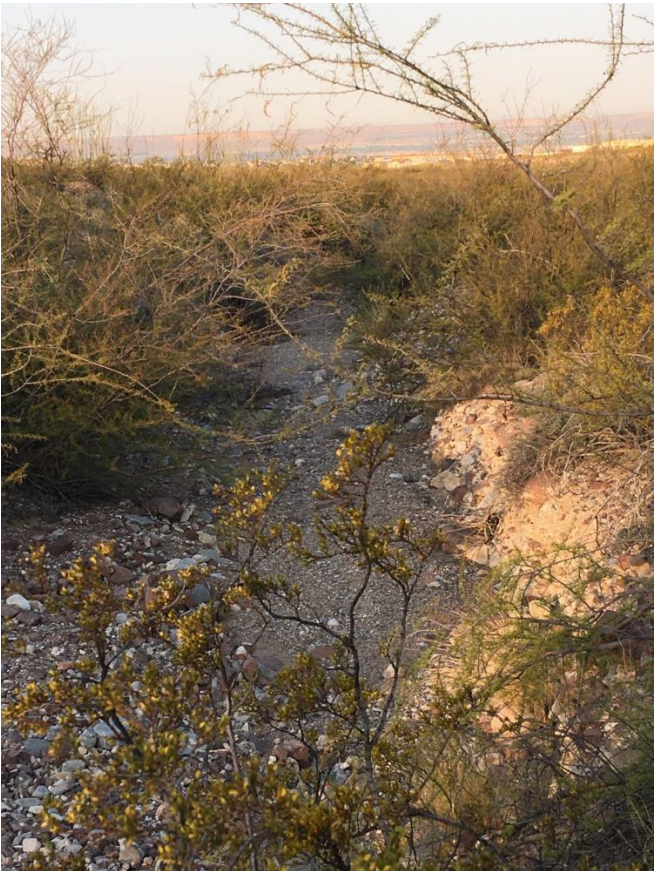
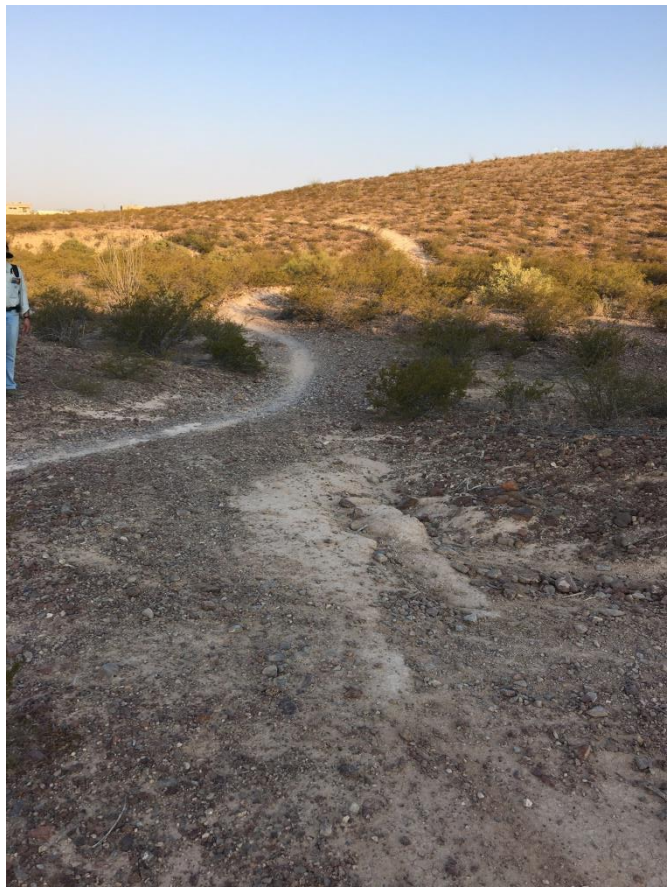


Photo point 4.b.





**Photo point 3**



**photo point 3.a**



**Photo point 3.2(2)**



**Photo point 2**



**Photo point 1**



**Photo point 1.a**



**EXHIBIT “D”**

**METES AND BOUNDS DESCRIPTION OF AREAS EXCLUDED  
FROM CONSERVATION EASEMENT**

Exhibit "D"

property description: A 1.380-acre portion of S.J. Larkin Survey 267, El Paso, El Paso County, Texas

### METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 1.380-acre portion of S.J. Larkin Survey 267 (January 25, 1956, Book 1272, Page 325, Deed Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

**COMMENCING** at a city monument at the centerline intersection of Redd Road (110-foot right-of-way; Lomas Del Sol Subdivision Unit Two, Book 80, Pages 30 and 30A, Plat Records, El Paso County, Texas) and Helen of Troy Drive (84-foot right-of-way, Lomas Del Sol Subdivision Unit Two, Book 80, Pages 30 and 30A, Plat Records, El Paso County, Texas), from which a city monument at the centerline intersection of Redd Road and Parque Del Sol Drive (52-foot right-of-way, Lomas Del Sol Subdivision Unit Two, Book 80, Pages 30 and 30A, Plat Records, El Paso County, Texas) bears South 27°58'25" East, a distance of 586.86 feet; Thence, North 35°49'52" West, along the centerline of Redd Road, a distance of 95.04 feet; Thence, 304.70 feet continuing along said centerline and along the arc of a curve to the left, having a radius of 1000.90 feet, a central angle of 17°26'33", and a chord which bears North 45°04'56" West, a distance of 303.53 feet; Thence, North 36°11'48" East, a distance of 55.00 feet to the intersection of the easterly right-of-way of Redd Road and the northerly boundary of Lot 1, Block 3, The Plaza At Lomas Del Sol - Unit Two (Book 80, Page 32, Plat Records, El Paso County, Texas); Thence, North 53°41'33" East, along said boundary, a distance of 333.75 feet to the easterly boundary of Lot 1, Block 3; Thence, South 39°25'14" East, along said boundary, a distance of 42.75 feet; Thence, North 53°34'57" East, a distance of 192.41 feet; Thence, 216.77 feet along the arc of a curve to the left, having a radius of 368.00 feet, a central angle of 33°45'00", and a chord which bears North 36°42'27" East, a distance of 213.65 feet; Thence, North 19°49'57" East, a distance of 72.40 feet; Thence, North 69°08'11" West, a distance of 129.02 feet; Thence, North 49°58'48" West, a distance of 99.20 feet; Thence, 151.13 feet along the arc of a curve to the right, having a radius of 131.08 feet, a central angle of 66°03'29", and a chord which bears North 10°51'07" East, a distance of 142.89 feet to a 5/8" rebar with cap marked "RPLS 4178" set on the common boundary between S.J. Larkin Survey 266 (September 10, 1949, Book 945, Page 405, Deed Records, El Paso County, Texas) and S.J. Larkin Survey 267 for the **POINT OF BEGINNING** of this description;

**THENCE**, 2.64 feet along the arc of a curve to the right, having a radius of 131.08 feet, a central angle of 01°09'16", and a chord which bears North 44°27'30" East, a distance of 2.64 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, 33.56 feet along the arc of a curve to the right, having a radius of 127.52 feet, a central angle of 15°04'41", and a chord which bears North 52°34'29" East, a distance of 33.46 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, North 59°54'10" East, a distance of 306.96 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, 186.88 feet along the arc of a curve to the right, having a radius of 146.02 feet, a central angle of 73°19'44", and a chord which bears South 82°22'19" East, a distance of 174.39 feet to a set 5/8" rebar with cap marked "RPLS 4178";

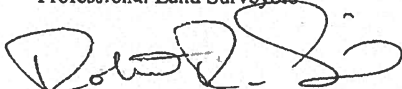
**THENCE**, 158.85 feet along the arc of a curve to the right, having a radius of 177.91 feet, a central angle of 51°09'26", and a chord which bears South 01°47'27" West, a distance of 153.63 feet to a 5/8" rebar with cap marked "RPLS 4178" set on the common boundary between S.J. Larkin Survey 266 and S.J. Larkin Survey 267;

**THENCE**, North 89°55'56" West, along said boundary, a distance of 462.04 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 1.380 acres (60,129 square feet) of land more or less.

NOTE: A PLAT OF EVEN DATE HERewith ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.  
Professional Land Surveyors



Robert R. Seipel, R.P.L.S.  
President  
Texas License No. 4178

Job Number 05-0063B  
September 22, 2006

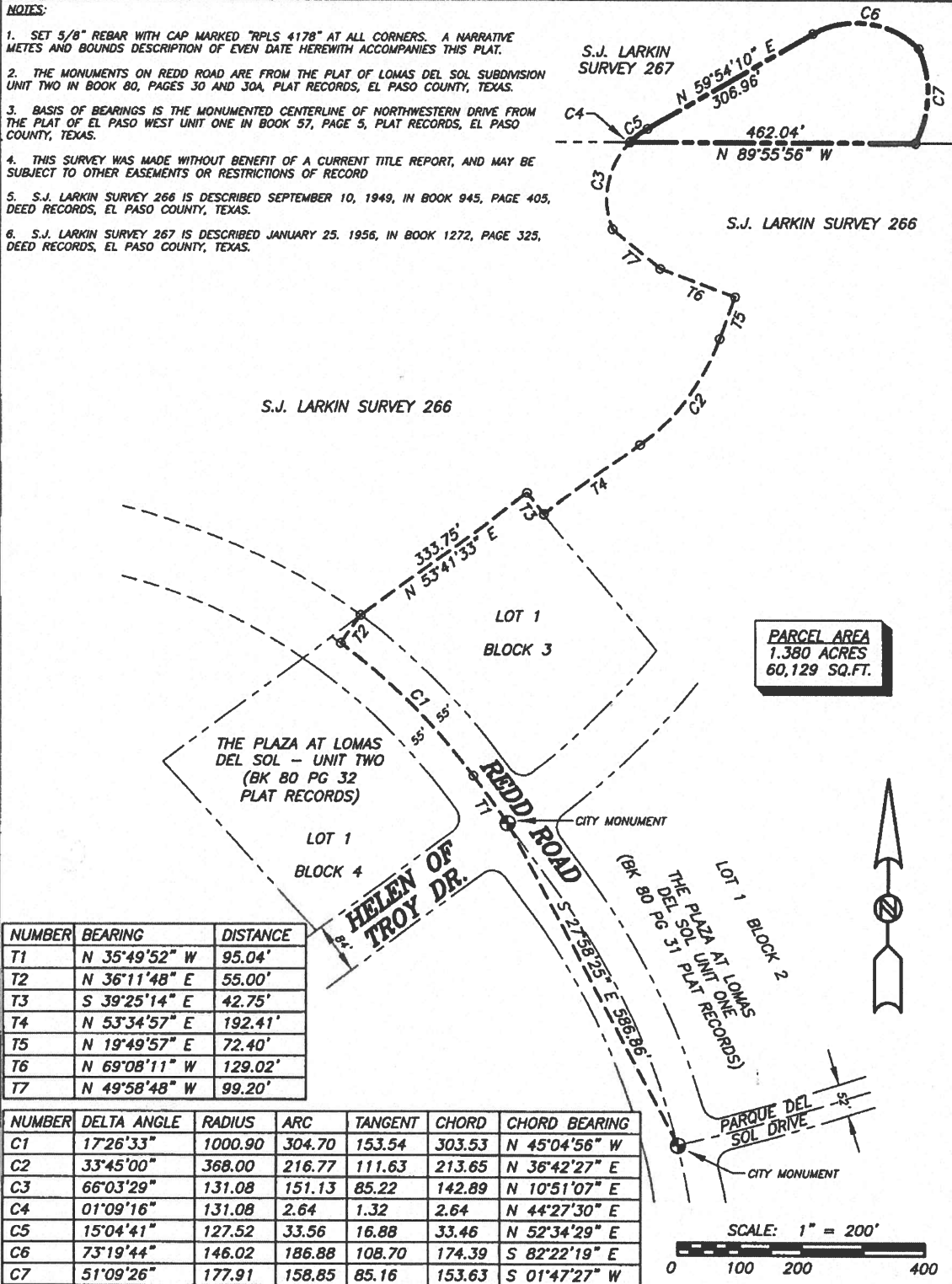
05-0063B.doc

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**NOTES:**

1. SET 5/8" REBAR WITH CAP MARKED "RPLS 4178" AT ALL CORNERS. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. THE MONUMENTS ON REDD ROAD ARE FROM THE PLAT OF LOMAS DEL SOL SUBDIVISION UNIT TWO IN BOOK 80, PAGES 30 AND 30A, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
4. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT, AND MAY BE SUBJECT TO OTHER EASEMENTS OR RESTRICTIONS OF RECORD.
5. S.J. LARKIN SURVEY 266 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 405, DEED RECORDS, EL PASO COUNTY, TEXAS.
6. S.J. LARKIN SURVEY 267 IS DESCRIBED JANUARY 25, 1956, IN BOOK 1272, PAGE 325, DEED RECORDS, EL PASO COUNTY, TEXAS.



**ROBERT SEIPEL ASSOCIATES, INC.**  
**PROFESSIONAL LAND SURVEYORS**

1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928

*Robert Seipel*

A 1.380-ACRE PORTION OF S.J. LARKIN SURVEY 267, EL PASO, EL PASO COUNTY, TEXAS.

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SURVEY  
DATE: 09-22-06  
SCALE: 1" = 200'  
DRAWN BY: RRS  
CHECKED BY: RRS  
FIELD BOOK: 306  
FILE #: 05-00638

Property description: A 7.099-acre portion of S.J. Larkin Survey 267, El Paso, El Paso County, Texas

### METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 7.099-acre portion of S.J. Larkin Survey 267 (January 25, 1956, Book 1272, Page 325, Deed Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

**COMMENCING** at a city monument at the centerline intersection of Redd Road (110-foot right-of-way; Lomas Del Sol Subdivision Unit Two, Book 80, Pages 30 and 30A, Plat Records, El Paso County, Texas) and Helen of Troy Drive (84-foot right-of-way, Lomas Del Sol Subdivision Unit Two, Book 80, Pages 30 and 30A, Plat Records, El Paso County, Texas), from which a city monument at the centerline intersection of Redd Road and Parque Del Sol Drive (52-foot right-of-way, Lomas Del Sol Subdivision Unit Two, Book 80, Pages 30 and 30A, Plat Records, El Paso County, Texas) bears South 27°58'25" East, a distance of 586.86 feet; Thence, North 48°55'57" East, a distance of 542.46 feet to the intersection of the easterly right-of-way of Helen of Troy Drive and the northerly boundary of Lomas Del Sol Subdivision Unit Two; Thence, North 38°57'11" East, a distance of 12.27 feet; Thence, 1087.27 feet along the arc of a curve to the right, having a radius of 2316.00 feet, a central angle of 26°53'53", and a chord which bears North 52°24'08" East, a distance of 1077.31 feet; Thence, 161.43 feet along the arc of a curve to the left, having a radius of 862.00 feet, a central angle of 10°43'48", and a chord which bears North 60°29'10" East, a distance of 161.19 feet to a 5/8" rebar with cap marked "RPLS 4178" set on the common boundary between S.J. Larkin Survey 266 (September 10, 1949, Book 945, Page 405, Deed Records, El Paso County, Texas) and S.J. Larkin Survey 267 for the **POINT OF BEGINNING** of this description;

**THENCE**, North 89°55'56" West, along said boundary, a distance of 168.12 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, 271.66 feet along the arc of a curve to the left, having a radius of 778.00 feet, a central angle of 20°00'24", and a chord which bears North 55°19'14" East, a distance of 270.28 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, North 45°19'02" East, a distance of 981.43 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, 363.36 feet along the arc of a curve to the right, having a radius of 1092.00 feet, a central angle of 19°03'53", and a chord which bears North 54°50'59" East, a distance of 361.68 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, North 64°22'56" East, a distance of 458.35 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, 952.61 feet along the arc of a curve to the left, having a radius of 808.00 feet, a central angle of 67°33'02", and a chord which bears North 30°36'25" East, a distance of 898.39 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, North 03°10'06" West, a distance of 605.46 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, 10.60 feet along the arc of a curve to the left, having a radius of 24.00 feet, a central angle of 25°17'47", and a chord which bears North 15°49'00" West, a distance of 10.51 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, 197.21 feet along the arc of a curve to the right, having a radius of 49.00 feet, a central angle of 230°35'34", and a chord which bears North 86°49'54" East, a distance of 88.60 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, 10.60 feet along the arc of a curve to the left, having a radius of 24.00 feet, a central angle of 25°17'47", and a chord which bears South 09°28'47" West, a distance of 10.51 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, South 03°10'06" East, a distance of 605.46 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, 1051.65 feet along the arc of a curve to the right, having a radius of 892.00 feet, a central angle of 67°33'02", and a chord which bears South 30°36'25" West, a distance of 991.79 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, South 64°22'56" West, a distance of 458.35 feet to a set 5/8" rebar with cap marked "RPLS 4178";



**THENCE**, 335.41 feet along the arc of a curve to the left, having a radius of 1008.00 feet, a central angle of  $19^{\circ}03'53''$ , and a chord which bears South  $54^{\circ}50'59''$  West, a distance of 333.86 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, South  $45^{\circ}19'02''$  West, a distance of 981.43 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, 147.50 feet along the arc of a curve to the right, having a radius of 862.00 feet, a central angle of  $09^{\circ}48'14''$ , and a chord which bears South  $50^{\circ}13'09''$  West, a distance of 147.32 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 7.099 acres (309,253 square feet) of land more or less.

NOTE: A PLAT OF EVEN DATE HERewith ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.  
Professional Land Surveyors



Robert R. Seipel, R.P.L.S.  
President  
Texas License No. 4178

Job Number 05-0063E  
July 16, 2008

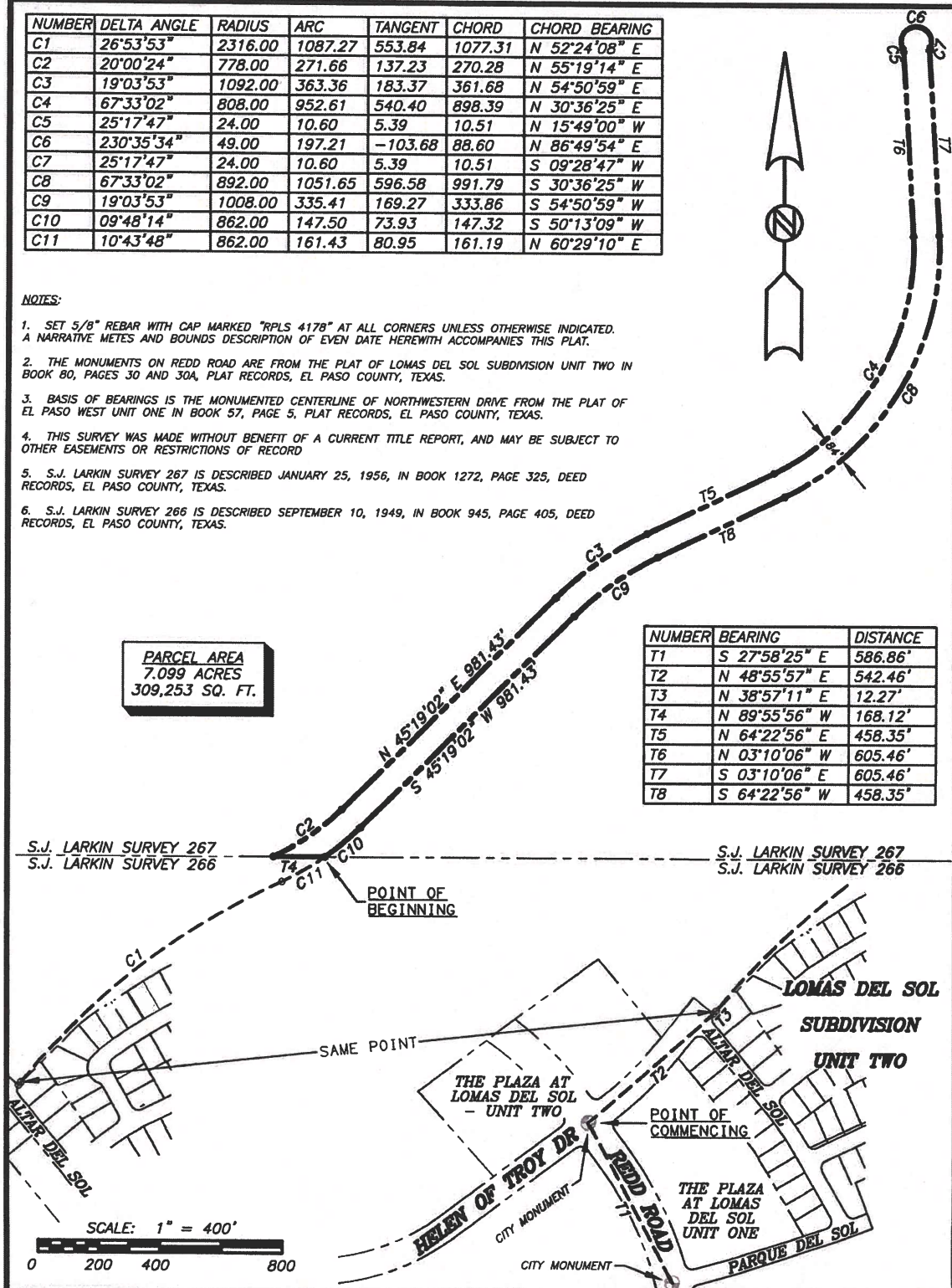
NUMBER	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	26°53'53"	2316.00	1087.27	553.84	1077.31	N 52°24'08" E
C2	20°00'24"	778.00	271.66	137.23	270.28	N 55°19'14" E
C3	19°03'53"	1092.00	363.36	183.37	361.68	N 54°50'59" E
C4	67°33'02"	808.00	952.61	540.40	898.39	N 30°36'25" E
C5	25°17'47"	24.00	10.60	5.39	10.51	N 15°49'00" W
C6	230°35'34"	49.00	197.21	-103.68	88.60	N 86°49'54" E
C7	25°17'47"	24.00	10.60	5.39	10.51	S 09°28'47" W
C8	67°33'02"	892.00	1051.65	596.58	991.79	S 30°36'25" W
C9	19°03'53"	1008.00	335.41	169.27	333.86	S 54°50'59" W
C10	09°48'14"	862.00	147.50	73.93	147.32	S 50°13'09" W
C11	10°43'48"	862.00	161.43	80.95	161.19	N 60°29'10" E

**NOTES:**

1. SET 5/8" REBAR WITH CAP MARKED "RPLS 4178" AT ALL CORNERS UNLESS OTHERWISE INDICATED. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HERewith ACCOMPANIES THIS PLAT.
2. THE MONUMENTS ON REDD ROAD ARE FROM THE PLAT OF LOMAS DEL SOL SUBDIVISION UNIT TWO IN BOOK 80, PAGES 30 AND 30A, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
4. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT, AND MAY BE SUBJECT TO OTHER EASEMENTS OR RESTRICTIONS OF RECORD
5. S.J. LARKIN SURVEY 267 IS DESCRIBED JANUARY 25, 1956, IN BOOK 1272, PAGE 325, DEED RECORDS, EL PASO COUNTY, TEXAS.
6. S.J. LARKIN SURVEY 266 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 405, DEED RECORDS, EL PASO COUNTY, TEXAS.

PARCEL AREA  
7.099 ACRES  
309,253 SQ. FT.

NUMBER	BEARING	DISTANCE
T1	S 27°58'25" E	586.86'
T2	N 48°55'57" E	542.46'
T3	N 38°57'11" E	12.27'
T4	N 89°55'56" W	168.12'
T5	N 64°22'56" E	458.35'
T6	N 03°10'06" W	605.46'
T7	S 03°10'06" E	605.46'
T8	S 64°22'56" W	458.35'



**ROBERT SEIPEL ASSOCIATES, INC.**  
**PROFESSIONAL LAND SURVEYORS**

1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928

**PLAT OF SURVEY**

A 7.099-ACRE PORTION OF S.J. LARKIN SURVEY  
267, EL PASO, EL PASO COUNTY, TEXAS.

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SURVEY  
DATE: 07-16-08

SCALE: 1" = 400'

DRAWN BY: RRS

CHECKED BY: RRS

FIELD BOOK: LOMAS6

FILE #: 05-0063E



Property description: A 6.487-acre portion of S.J. Larkin Surveys 267 and 268, El Paso, El Paso County, Texas

#### METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 6.487-acre portion of S.J. Larkin Surveys 267 and 268, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a city monument at the centerline intersection of Redd Road (110-foot right-of-way, Lomas Del Sol Subdivision Unit Two, Book 80, Pages 30 and 30A, Plat Records, El Paso County, Texas) and Helen of Troy Drive (84-foot right-of-way, Lomas Del Sol Subdivision Unit Two), from which a city monument at the centerline intersection of Redd Road and Parque Del Sol Drive (52-foot right-of-way, Lomas Del Sol Subdivision Unit Two) bears South 27°58'25" East, a distance of 586.86 feet; Thence, North 47°54'26" East, a distance of 5167.84 feet to a 5/8" rebar with cap marked "RPLS 4178" set for the POINT OF BEGINNING of this description;

THENCE, North 42°37'57" West, a distance of 89.73 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, North 03°36'10" West, a distance of 212.96 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, South 86°49'42" West, a distance of 381.18 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, North 03°10'06" West, a distance of 13.92 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, 10.60 feet along the arc of a curve to the right, having a radius of 24.00 feet, a central angle of 25°17'47", and a chord which bears North 09°28'47" East, a distance of 10.51 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, 48.15 feet along the arc of a curve to the left, having a radius of 49.00 feet, a central angle of 56°17'54", and a chord which bears North 06°01'16" West, a distance of 46.23 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, North 03°10'06" West, a distance of 121.68 feet;

THENCE, North 86°50'08" East, a distance of 833.82 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, South 03°10'18" East, a distance of 345.15 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, South 35°56'32" West, a distance of 201.94 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, North 87°14'38" West, a distance of 268.06 feet to the POINT OF BEGINNING of this description.

Said parcel of land contains 6.487 acres (282,562 square feet) of land more or less.

NOTE: A PLAT OF EVEN DATE HERewith ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.  
Professional Land Surveyors

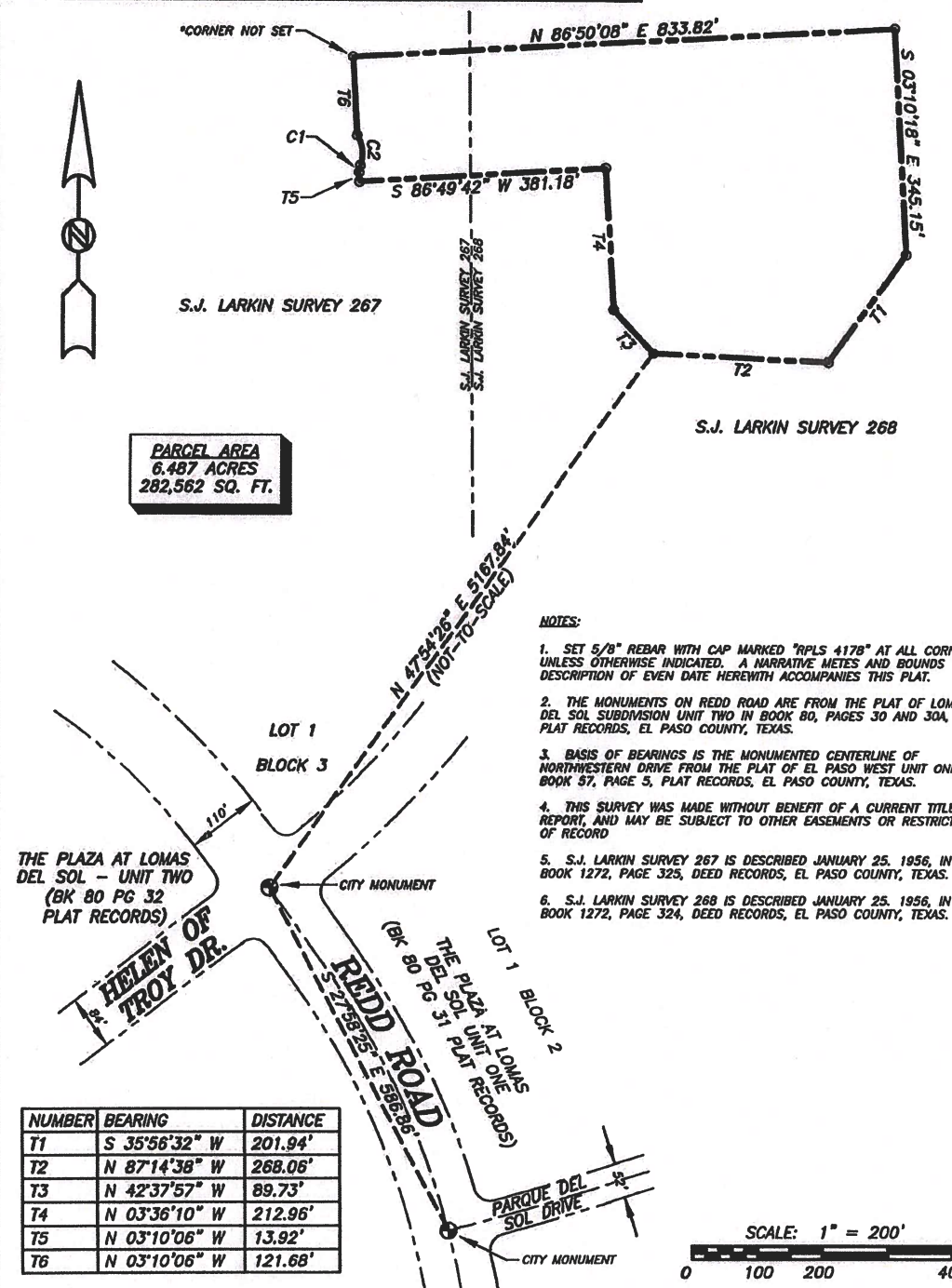


Robert R. Seipel, R.P.L.S.  
President  
Texas License No. 4178

Job Number 05-0063C  
January 4, 2007

NUMBER	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	25°17'47"	24.00	10.60	5.39	10.51	N 09°28'47" E
C2	56°17'54"	49.00	48.15	26.22	46.23	N 06°01'16" W

S.J. LARKIN SURVEY 268



# **ROBERT SEIPEL ASSOCIATES, INC.** **PROFESSIONAL LAND SURVEYORS**

1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928

## **PLAT OF SURVEY**

*Robert Seipel*

A 6.487-ACRE PORTION OF S.J. LARKIN SURVEYS 267 AND 268, EL PASO, EL PASO COUNTY, TEXAS.

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SURVEY  
DATE: 01-04-07  
SCALE: 1" = 200'  
DRAWN BY: RRS  
CHECKED BY: RRS  
FIELD BOOK: 306  
FILE #: 05-0063C





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

**METES AND BOUNDS DESCRIPTION**

**E.P.W. DRAINAGE RESERVATION EASEMENT~PARCEL 1**

*A 1.2944 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of S.J. Larkin Survey No. 267 and being more particularly described by metes and bounds as follows.*

**COMMENCING** for reference at a 1/2 inch rebar with survey cap No. "TX 5337" found for the southeast corner of said Survey No. 267, identical to the southwest corner of S.J. Larkin Survey No. 268; **WHENCE**, a 2 inch iron pipe found for the corner common to said Surveys No. 267, 268 and Nellie D. Mundy Survey No. 246 and S.J. Larkin Survey No. 269 bears, North 02°42'36" East, a distance of 5,272.25 feet; **THENCE**, leaving said southeast corner of said Survey No. 267, North 70°17'52" West, a distance of 1,812.48 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the northwesterly line of an El Paso Water Utilities Access Road (84 feet wide) for the easterly corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, following the northwesterly line of said Access Road, South 48°29'43" West, a distance of 510.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for a point of curvature;

**THENCE**, along the arc of a curve to the right having a radius of 778.00 feet, a central angle of 00°39'35", an arc length of 8.96 feet and whose long chord bears, South 48°49'31" West, a distance of 8.96 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southwesterly corner of the parcel herein described;

**THENCE**, leaving the northwesterly line of said Access Road, North 86°44'27" West, a distance of 83.35 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwesterly corner of the parcel herein described;

**THENCE**, North 37°03'39" East, a distance of 305.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 49°49'06" East, a distance of 130.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, North 36°51'46" East, a distance of 105.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeasterly corner of the parcel herein described;

**THENCE**, South 60°09'38" East, a distance of 145.00 feet to the **POINT OF BEGINNING**.

Said parcel containing 1.2944 acres (56,384.2 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

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

Date: March 08, 2021

05896-129-EPW-DRN-EASE-PARCEL 1





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

**METES AND BOUNDS DESCRIPTION**

**E.P.W. DRAINAGE RESERVATION EASEMENT-PARCEL 2**

*A 0.3496 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of S.J. Larkin Survey No. 267 and being more particularly described by metes and bounds as follows.*

**COMMENCING** for reference at a 1/2 inch rebar with survey cap No. "TX 5337" found for the southeast corner of said Survey No. 267, identical to the southwest corner of S.J. Larkin Survey No. 268; **WHENCE**, a 2 inch iron pipe found for the corner common to said Surveys No. 267, 268 and Nellie D. Mundy Survey No. 246 and S.J. Larkin Survey No. 269 bears, North 02°42'36" East, a distance of 5,272.25 feet; **THENCE**, leaving said southeast corner of said Survey No. 267, North 75°02'56" West, a distance of 1,781.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the easterly corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, South 48°29'43" West, a distance of 75.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, South 19°48'02" West, a distance of 108.30 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, South 48°29'43" West, a distance of 130.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southwesterly corner of the parcel herein described;

**THENCE**, North 41°30'17" West, a distance of 72.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the southeasterly line of an El Paso Water Utilities Access Road (84 feet wide) for the northwesterly corner of the parcel herein described;

**THENCE**, following the southeasterly line of said Access Road, North 48°29'43" East, a distance of 300.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeasterly corner of the parcel herein described;

**THENCE**, leaving the southeasterly line of said Access Road, South 41°30'17" East, a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.3496 acres (15,230.0 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
\_\_\_\_\_  
Aaron Alvarado, TX R. P. L. S. No. 6223

Date: March 08, 2021

05896-129-EPW-DRN-EASE-PARCEL 2





# SUPPLEMENTAL NOTES

1. BASE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, NORTH AMERICAN DATUM OF 1983 (N.A.D. 83), DETERMINED VIA THE EL PASO COUNTY VIRTUAL REFERENCE STATION (V.R.S.) NETWORK.

2. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST WHERE NONE ARE SHOWN.

# REFERENCE DOCUMENTS

1. SUBDIVISION PLAT FOR LOMAS DEL SOL SUBDIVISION UNIT TWO FILED DOCUMENT NO. 20080030365 OF THE EL PASO COUNTY PLAT RECORDS.
2. BOUNDARY SURVEY FOR ALL OF S.J. LARKIN SURVEY NO. 267, A PORTION OF TRACT 1, S.J. LARKIN SURVEY NO. 266, A PORTION OF TRACT 1A, S.J. LARKIN SURVEY NO. 269 AND A PORTION OF NELLE D. MUNDY SURVEY NO. 246 PREPARED BY BROCK & BUSTILLOS, INC., JOB NO. 06425-110, DATED 01/16/2013 BY ISAAC CAMACHO, TX R.F.L.S. NO. 5337.

## LEGEND

- PROJECT BOUNDARY
- SECTION/SURVEY LINE
- SUBDIVISION LINE
- FOUND 2" PIPE AT SECTION CORNER
- FOUND 3/8" REBAR W/ SURVEY CAP NO. TX 4176
- SET 1/2" REBAR WITH SURVEY CAP NO. TX 6223

## S.J. LARKIN SURVEY NO. 267

CITY OF EL PASO  
BOOK 1272, PAGE 325,  
E.P.C.D.R.

N.D. MUNDY  
SURVEY NO. 246

LINE #	BEARING	DISTANCE
L1	N65°44'27"W	83.35
L2	N49°48'05"E	130.00
L3	N56°51'46"E	105.00
L4	S45°23'43"W	75.00
L5	N41°50'17"W	72.00
L6	S41°30'17"E	20.00

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C4	778.00	0°59'33"	8.96	S46°49'31"W	0.96

## LOMAS DEL SOL SUBDIVISION UNIT TWO

DOC. NO. 20080030365  
E.P.C.D.R.

CABANA DEL SOL DR.  
(52 R.O.W.)

## PARCEL 1 & PARCEL 2

EL PASO WATER DRAINAGE RESERVATION EASEMENT

A PORTION OF S.J. LARKIN SURVEY NO. 267,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

RENUMBERED PARCELS

DATE: 03/02/21

DRAWN BY: J.M.

APPROVED BY: A.A.

DATE: 03/02/2021

SHEET: 1 OF 3

JOB NO. 05896-129

PORTION OF TRACT 1B4M  
COLONY PARTNERS, LP  
P.I.D. 353770  
E.P.C.A.D.

FOUND 1/2" REBAR W/  
SURVEY CAP NO. TX 5337

S.J. LARKIN SURVEY NO. 266



417 EXECUTIVE CENTER  
EL PASO, TX 79902  
PH (915) 542-4900  
FAX (915) 542-2867  
www.brockbustillos.com

**B BROCK & BUSTILLOS INC.**

CONSULTING CIVIL ENGINEERS  
LAND SURVEYORS  
TBP#5 REG. NO. 101314-00

## CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION, THAT THERE ARE NO ENCUMBRANCES, EXCEPT AS SHOWN AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Aaron Alvarado*  
AARON ALVARADO, TX R.F.L.S. NO. 6223



**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

**METES AND BOUNDS DESCRIPTION**

**E.P.W. DRAINAGE RESERVATION EASEMENT~PARCEL 3**

*A 0.2716 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of S.J. Larkin Survey No. 267 and being more particularly described by metes and bounds as follows.*

**COMMENCING** for reference at a 1/2 inch rebar with survey cap No. "TX 5337" found for the southeast corner of said Survey No. 267, identical to the southwest corner of S.J. Larkin Survey No. 268; **WHENCE**, a 2 inch iron pipe found for the corner common to said Surveys No. 267, 268 and Nellie D. Mundy Survey No. 246 and S.J. Larkin Survey No. 269 bears, North 02°42'36" East, a distance of 5,272.25 feet; **THENCE**, following the boundary line common to said Surveys No. 267 and 268, North 02°42'36" East, a distance of 2,352.08 feet; **THENCE**, leaving boundary line common to said Survey No. 267 and 268, North 87°17'24" West, a distance of 234.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the westerly line of an El Paso Water Utilities Access Road (84 feet wide) for the northerly corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, following the westerly line of said Access Road, South 00°00'35" West, a distance of 120.50 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeasterly corner of the parcel herein described;

**THENCE**, leaving the westerly line of said Access Road, South 69°58'21" West, a distance of 115.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southwesterly corner of the parcel herein described;

**THENCE**, North 19°21'27" West, a distance of 68.71 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwesterly corner of the parcel herein described;

**THENCE**, North 54°00'07" East, a distance of 161.73 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.2716 acres (11,833.0 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

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

**Date: March 08, 2021**

**05896-129-EPW-DRN-EASE-PARCEL 3**







**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

**METES AND BOUNDS DESCRIPTION**

**E.P.W. DRAINAGE RESERVATION EASEMENT-PARCEL 4**

*A 0.1722 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of S.J. Larkin Survey No. 267 and being more particularly described by metes and bounds as follows.*

**COMMENCING** for reference at a 1/2 inch rebar with survey cap No. "TX 5337" found for the southeast corner of said Survey No. 267, identical to the southwest corner of S.J. Larkin Survey No. 268; **WHENCE**, a 2 inch iron pipe found for the corner common to said Surveys No. 267, 268 and Nellie D. Mundy Survey No. 246 and S.J. Larkin Survey No. 269 bears, North 02°42'36" East, a distance of 5,272.25 feet; **THENCE**, following the boundary line common to said Surveys No. 267 and 268, North 02°42'36" East, a distance of 2,337.14 feet; **THENCE**, leaving the boundary line common to said Surveys No. 267 and 268, North 87°17'24" West, a distance of 99.84 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeasterly corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, South 00°00'35" West, a distance of 150.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeasterly corner of the parcel herein described;

**THENCE**, North 89°59'25" West, a distance of 50.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the easterly line of an El Paso Water Utilities Access Road (84 feet wide) for the southwesterly corner of the parcel herein described;

**THENCE**, following the easterly line of said Access Road, North 00°00'35" East, a distance of 150.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwesterly corner of the parcel herein described;

**THENCE**, leaving the easterly line of said Access Road, South 89°59'25" East, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.1722 acres (7,500.0 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

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

**Date: March 08, 2021**

**05896-129-EPW-DRN-EASE-PARCEL 4**





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

**METES AND BOUNDS DESCRIPTION**

**E.P.W. DRAINAGE RESERVATION EASEMENT~PARCEL 5**

*A 0.3179 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of S.J. Larkin Survey No. 268 and being more particularly described by metes and bounds as follows.*

**COMMENCING** for reference at a 1/2 inch rebar with survey cap No. "TX 5337" found for the southeast corner of said Survey No. 267, identical to the southwest corner of S.J. Larkin Survey No. 268; **WHENCE**, a 2 inch iron pipe found for the corner common to said Surveys No. 267, 268 and Nellie D. Mundy Survey No. 246 and S.J. Larkin Survey No. 269 bears, North 02°42'36" East, a distance of 5,272.25 feet; **THENCE**, following the boundary line common to said Surveys No. 267 and 268, North 02°42'36" East, a distance of 2,631.07 feet to the southerly line of an El Paso Water Utilities Aircraft Tank Site No. 3; **THENCE**, leaving the boundary line common to said Surveys No. 267 and 268 and following the southerly line of said Tank Site No. 3, South 89°59'37" East, a distance of 197.61 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwesterly corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, continuing along the southerly line of said Tank Site No. 3, South 89°59'37" East, a distance of 20.00 feet to a 5/8 inch rebar with survey cap "Cobb Fendley Associates" found for the northeasterly corner of the parcel herein described;

**THENCE**, continuing along the southerly line of said Tank Site No. 3, South 00°25'29" East, a distance of 212.96 feet to a 5/8 inch rebar with survey cap "Cobb Fendley Associates" found for an angle point of the parcel herein described;

**THENCE**, continuing along the southerly line of said Tank Site No. 3, South 39°27'16" East, a distance of 89.72 feet to a 5/8 inch rebar with survey cap "Cobb Fendley Associates" found for an angle point of the parcel herein described;

**THENCE**, continuing along the southerly line of said Tank Site No. 3, South 84°03'57" East, a distance of 268.06 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the easterly corner of the parcel herein described;

**THENCE**, leaving the southerly line of said Tank Site No. 3, South 89°34'31" West, a distance of 342.91 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southwesterly corner of the parcel herein described;

**THENCE**, North 00°25'29" West, a distance of 312.50 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.3179 acres (13,849.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

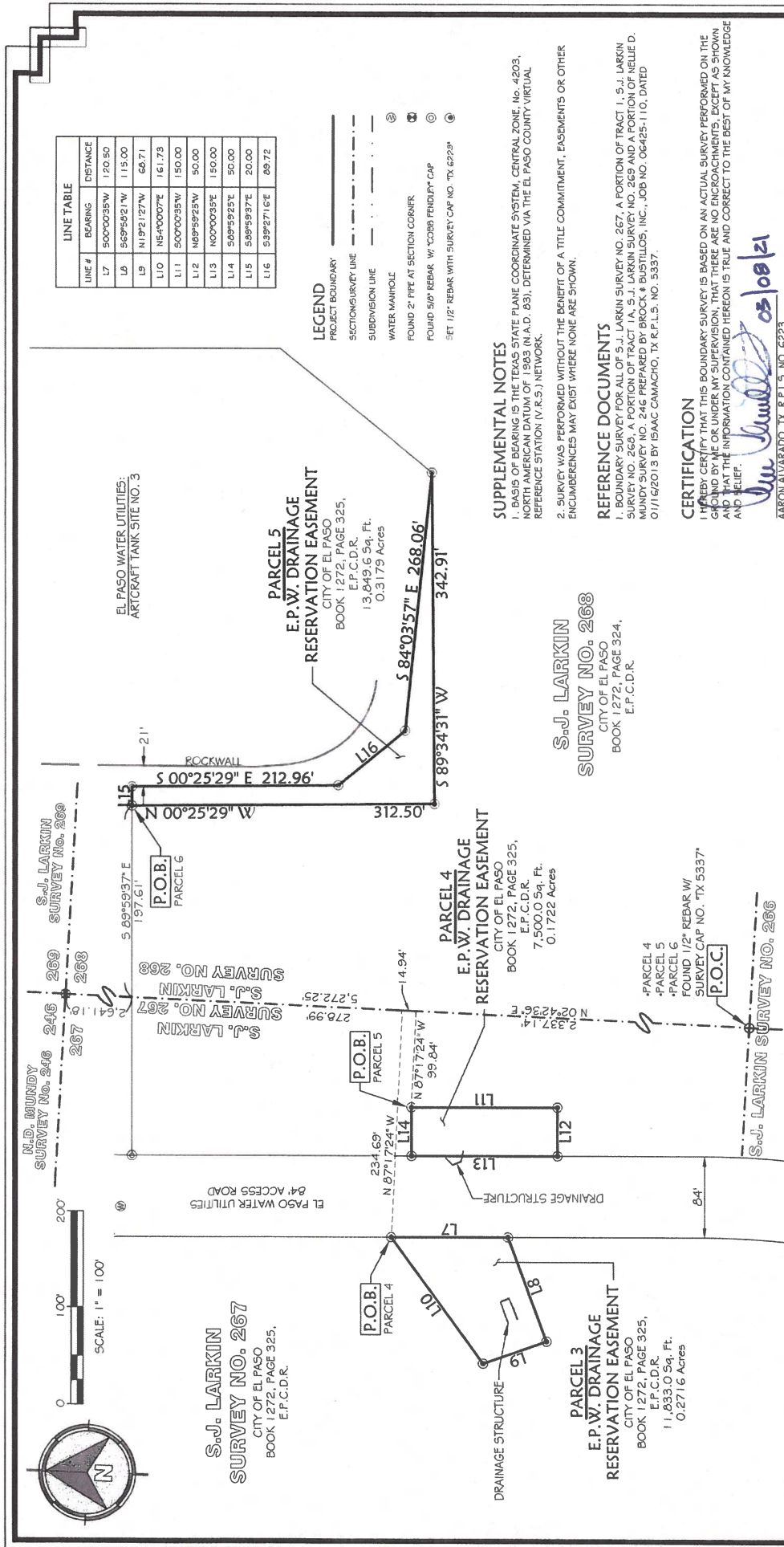
  
Aaron Alvarado, TX R. P. L. S. No. 6223

Date: March 08, 2021

05896-129-EPW-DRN-EASE-PARCEL 5





[illegible]



**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
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AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

**METES AND BOUNDS DESCRIPTION**  
**E.P.W. DRAINAGE RESERVATION EASEMENT~PARCEL 6**

*A 0.0086 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of S.J. Larkin Survey No. 267 and being more particularly described by metes and bounds as follows.*

**COMMENCING** for reference at a 1/2 inch rebar with survey cap No. "TX 5337" found for the southeast corner of said Survey No. 267, identical to the southwest corner of S.J. Larkin Survey No. 268; **WHENCE**, a 2 inch iron pipe found for the corner common to said Surveys No. 267, 268 and Nellie D. Mundy Survey No. 246 and S.J. Larkin Survey No. 269 bears, North 02°42'36" East, a distance of 5,272.25 feet; **THENCE**, following the boundary line common to said Surveys No. 267 and 268, North 02°42'36" East, a distance of 2,823.29 feet to the northerly line of an El Paso Water Utilities Aircraft Tank Site No. 3; **THENCE**, leaving the boundary line common to said Surveys No. 267 and 268 and following the northerly line of said Tank Site No. 3, North 89°59'11" West, a distance of 147.63 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeasterly corner and the **POINT OF BEGINNING** of the parcel herein described;

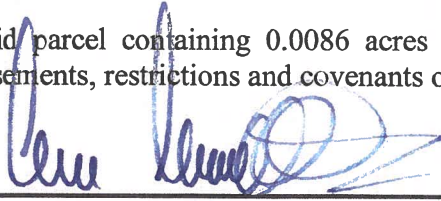
**THENCE**, continuing along the northerly line of said Tank Site No. 3, North 89°59'11" West, a distance of 25.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southwesterly corner of the parcel herein described;

**THENCE**, leaving the northerly line of said Tank Site No. 3, North 00°00'49" East, a distance of 15.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for northwesterly corner of the parcel herein described;

**THENCE**, South 89°59'11" East, a distance of 25.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeasterly corner of the parcel herein described;

**THENCE**, South 00°00'49" West, a distance of 15.00 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.0086 acres (375.0 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
**Aaron Alvarado, TX R. P. L. S. No. 6223**  
**Date: March 08, 2021**  
**05896-129-EPW-DRN-EASE-PARCEL 6**



# LEGEND

PROJECT BOUNDARY	—————
TRACT LINE	—————
SECTIONS SURVEY LINE	- - - - -
SUBDIVISION LINE	· · · · ·
WATER MANHOLE	⊗
FOUND 2" PIPE AT SECTION CORNER	⊙
FOUND 5/8" REBAR W/ "COBB FENDLEY" CAP	⊙
SET 1/2" REBAR WITH SURVEY CAP NO. "TX 6223"	⊙

**PARCEL 6**  
**E.P.W. DRAINAGE**  
**RESERVATION**  
**EASEMENT**  
 CITY OF EL PASO  
 BOOK 1272, PAGE 325,  
 E.P.C.D.R.  
 375.0 Sq. Ft.  
 0.0086 Acres

**S.J. LARKIN**  
**SURVEY NO. 267**

CITY OF EL PASO  
 BOOK 1272, PAGE 325,  
 E.P.C.D.R.

**S.J. LARKIN**  
**SURVEY**  
**NO. 268**

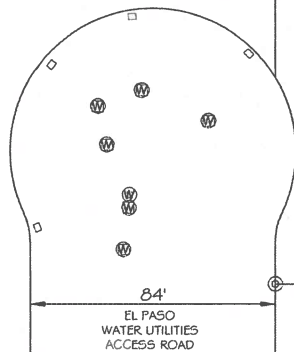
CITY OF EL PASO  
 BOOK 1272,  
 PAGE 324,  
 E.P.C.D.R.

L19  
 L17  
 L20

**P.O.B.**

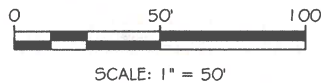
DRAINAGE STRUCTURE

EL PASO WATER UTILITIES:  
 AIRCRAFT TANK SITE NO. 3



84'  
 EL PASO  
 WATER UTILITIES  
 ACCESS ROAD

LINE TABLE		
LINE #	BEARING	DISTANCE
L17	N89°59'11"W	25.00
L18	N00°00'49"E	15.00
L19	S89°59'11"E	25.00
L20	S00°00'49"W	15.00



**S.J. LARKIN SURVEY NO. 266**

**P.O.C.**

FOUND 1/2" REBAR  
 W/ SURVEY CAP NO.  
 TX 5337"

## SUPPLEMENTAL NOTES

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, No. 4203, NORTH AMERICAN DATUM OF 1983 (N.A.D. 83), DETERMINED VIA THE EL PASO COUNTY VIRTUAL REFERENCE STATION (V.R.S.) NETWORK.

2. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, EASEMENTS OR OTHER ENCUMBERENCES MAY EXIST WHERE NONE ARE SHOWN.

## REFERENCE DOCUMENTS

1. BOUNDARY SURVEY FOR ALL OF S.J. LARKIN SURVEY NO. 267, A PORTION OF TRACT 1, S.J. LARKIN SURVEY NO. 268, A PORTION OF TRACT 1A, S.J. LARKIN SURVEY NO. 269 AND A PORTION OF NELLIE D. MUNDY SURVEY NO. 246 PREPARED BY BROCK & BUSTILLOS, INC., JOB NO. 06425-110, DATED 01/16/2013 BY ISAAC CAMACHO, TX R.L.S. NO. 5337.

## CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION, THAT THERE ARE NO ENCUMBERMENTS EXCEPT AS SHOWN AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AARON ALVARADO, TX. R.P.L.S. NO. 6223



**PARCEL 6**  
**EL PASO WATER DRAINAGE RESERVATION EASEMENT**

DRAWN BY: J.M. CHECKED BY: A.A. DATE: 03-03-2021 SCALE: 1" = 50'

A PORTION OF S.J. LARKIN SURVEY NO. 267,  
 CITY OF EL PASO, EL PASO COUNTY, TEXAS.

**BROCK & BUSTILLOS INC.**

CONSULTING CIVIL ENGINEERS  
 LAND SURVEYORS  
 TBPE REG. NO. F-737  
 TBPLS REG. NO. 101314-00

417 EXECUTIVE CENTER—EL PASO, TX 79902—PH (915) 542-4900  
 FAX (915) 542-2867—WWW.BROCKBUSTILLOS.COM

SHEET 3 OF 3

FILE NO. 05896-129

Mar 08, 2021 - 5:30pm  
 jmarcosun  
 S:\projects\05896-129-EL PASO WATER - PSD - SURVEYING\129- LOST DOG TRAIL DRAINAGE EASEMENTS TO 05896-129-03\05896-129-LOST DOG TRAIL EASEMENT.dwg



**EXHIBIT “D-1”**

**MAP OF AREAS EXCLUDED FROM CONSERVATION EASEMENT**



## 4





**EXHIBIT “E”**  
**LAND MANAGEMENT PLAN**



STATE OF TEXAS           §       LAND MANAGEMENT PLAN FOR LOST  
                                     §       DOG PROPERTY CONSERVATION EASEMENT  
COUNTY OF EL PASO   §

This Land Management Plan (this “Plan”) is made pursuant to, and made a part of, the Conservation Easement for the Lost Dog Property (the “Easement”), by and between the City of El Paso (“City”) and the El Paso Water Utilities (“El Paso Water”), collectively as Grantor, and the Frontera Land Alliance (“Frontera”), as Grantee. Capitalized terms used but not defined in this Plan have the meaning given to them in the Easement.

**Purpose.** Pursuant to the Easement, the Parties shall work together to implement and oversee this Plan for the conservation of the Property. This Plan shall serve as a reference and guide to assist each Party in exercising its rights and meeting its obligations under the Easement. This Plan is intended to be supplemental to the Easement and, except for amendments to this Land Management Plan, to the extent a conflict exists between the Easement and this Plan, the Easement shall govern. Through the Easement and this Plan, the conservation of the Property will add to a network of natural areas that will preserve the community’s unique character and sense of place. Conserving the Property will result in a public benefit because the Property contains the Conservation Values, all of which are important to the citizens of the City and the region. This Plan, through collaboration among the Parties, will assist in the protection of native landscapes, geological formations and provide a unique outdoor experience for generations to come.

**Periodic Review.** This Plan shall be reviewed and updated, if necessary, no less than once every ten years. This Plan may be reviewed more frequently if a Party makes such request and the non-requesting Parties agree. Frontera, the City’s Parks Department, and El Paso Water are responsible for the periodic review of this Plan.

**Site Description and Location.** The City has owned the Property for many years. For numerous decades, the Property was held in the El Paso Water’s land inventory as part of El Paso Water’s water and sewer facilities system (the “System”). On July 23, 2019, the El Paso City Council approved using the Municipal Drainage Utility System “10% Fund” to compensate the System for the fair market value of the Property and directed that the Property remain in El Paso Water’s land inventory to serve a dual purpose as both a natural stormwater management system and for preservation of open space. The Property is included in the El Paso Water Utilities’ Drainage Utility’s open space inventory and is locally referred to as the “Lost Dog Property.” The Property is presently used for passive recreation.

**Site Constraints and Germane Laws, Regulations and Policies.** Property is subject to relevant City, State, and Federal laws, regulations and policies. See also Baseline Report attached to the Easement as an exhibit.

**Landscape Analysis.** Refer to the Baseline Report attached to the Easement as an exhibit for descriptions of Physical Landscape, Soil and Surface Geology, Topography, Hydrology, Biological (Flora and Fauna) Landscape, photos and species list.

**Rights and Obligations of the Parties.** The following table describes appropriate actions and measures each Party shall take when exercising its rights and meeting its obligations under the Easement:

**Grantor:**

- Maintain existing uses of the easement.
- Ingress and egress to the Property for any purpose and at any time without prior notice to Grantee, provided only existing trails and roads are used for such access, subject to any exceptions provided in the Conservation Easement.
- Restore any damage to Property from its activities on the Property, including, but not limited to, replanting like vegetation and replacing removed soil, subject to appropriation of budget.
- Allow the public to engage in passive recreational uses (hiking, biking, photography and birding), provided only existing trails and roads are used for such activities.
- Reserves surface water, subsurface water, and storm water rights.
- May install or construct drainage structures within the areas identified on the El Paso Water Reservations Map (if required by City or utility district), provided prior notice is given to Grantee and Grantee retains a right to ingress and egress the Property.
- May maintain or remodel existing utilities, roads, driveways, stormwater structures, and other improvements on the Property, with prior notice to

**Grantee:**

- Preserve and protect Conservation Values of Property.
- Enter the Property at any time without necessity of prior notice to Grantor.
- Inspect Property for compliance with Easement (must provide 14 day notice to Grantor for inspection).
- May work with Grantor to secure funding to restore any area harmed by a violation of the Easement to the condition existing prior to the violation (must provide 7 day notice).
- Prevent and correct or require correction of violations of the Easement (must notify Grantor in writing).
- Monitor the condition of the plant and animal populations, geological and archaeological resources and watershed characteristics of the Property during annual inspections.
- May work with Grantor to secure funding to restore any disturbed area following the repair, replacement, or

Grantee. Grantor shall replant or replace any vegetation and soil removed, if any, subject to appropriation of budget.

construction of any Utility Improvements.

- May dismantle or remove existing structures without replacing them, with prior notice to Grantee. Grantor shall replant or replace any vegetation and soil removed, if any, subject to appropriation of budget.
- May repair or replace existing fences with prior notice to Grantee. Grantor shall replant or replace any vegetation and soil removed, if any, subject to appropriation of budget.
- New fences may be built for the purposes of reasonable and customary management of habitat, wildlife, and recreation with prior notice to Grantee. Grantor shall replant or replace any vegetation and soil removed, if any, subject to appropriation of budget.
- May control noxious vegetation, improve wildlife habitat, and improve environmental quality. Grantor shall use non-toxic control methods, if available, and only trim plants that grow over existing trails or roads.
- Restore any disturbed area following the repair, replacement, or construction of any Utility Improvements, with prior notice to Grantee. Grantor shall replant or replace any vegetation and soil removed, if any, subject to appropriation of budget.
- May investigate, excavate, and/or remove the presence of Native
- May place signs on the Property to identify the land as protected by the Easement.
- Monitor and record the trail condition during its annual site visits and inform the City of any concerns or issues noted.
- May enter into agreements for maintenance and repairs to be done by third parties at no cost to the City.



American artifacts or other artifacts on Property, with prior notice to Grantee.

- Maintenance of Improved or Unimproved Roads, with prior notice to Grantee. Grantor shall replant or replace any vegetation and soil removed, if any, subject to appropriation of budget.
- Operate motorized vehicles on the Property for purposes associated with fire or other life and property emergencies. Grantor shall replant or replace any vegetation and soil removed, if any, subject to appropriation of budget.
- Work with Grantee to secure funding to restore damage caused by natural disasters. Grantor shall provide prior notice to Grantee prior to restoring any damage. Grantor shall replant or replace any vegetation and soil removed, if any, subject to appropriation of budget.
- Bear responsibilities related to the maintenance of the Property in accordance with the Easement.
- Enforce the rules and ordinances of the City, including, but not limited to, the prohibition of: alcohol consumption, campfires, geocaching and dumping.

**EXHIBIT “F”**  
**EXCEPTIONS TO CONVEYANCE AND WARRANTY**

## **EXCEPTIONS TO CONVEYANCE AND WARRANTY**

Easement to EL PASO ELECTRIC COMPANY, recorded in Clerk's File No, 20140015345. Real Property Records of El Paso County, Texas.

Mineral Interest as set out in Instruments recorded in Volume 900, Page 333. Volume 1176, page 504 and Volume 1212, page 153. transferred in Volume 1667, Page 261, Real Property Records of El Paso County, Texas.

Reservation of all minerals to the STATE OF TEXAS as set out in Instruments recorded in Volume 1272, page 323; Volume 1272, Page 324; Volume 1272 Page 325; and Volume 1273, page 349, Real Property Records of El Paso County, Texas.

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 or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.



**EXHIBIT “G”**  
**CHEVRON WAIVER**

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.

## WAIVER OF SURFACE RIGHTS AGREEMENT

This **WAIVER OF SURFACE RIGHTS AGREEMENT** ("Agreement"), dated as of February 1, 2020 ("Effective Date"), is made by and among **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, with a mailing address at 6301 Deauville Boulevard, Midland, Texas 79706 ("Mineral Owner"), **CITY OF EL PASO**, with a mailing address at P.O. Box 1890, El Paso, Texas 79950-1890, and **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD**, with a mailing address at P.O. Box 511, El Paso, Texas 79961-0511, (collectively referred to as "Surface Owner"), and **FRONTERA LAND ALLIANCE**, with a mailing address at 3800 N. Mesa Street, Suite A2-258, El Paso, Texas 79902 ("Easement Grantee").

### RECITALS

- A. Surface Owner owns two separate parcels of real estate in El Paso County, Texas, more particularly described on Exhibit A – Description of Land, attached hereto ("Surface Lands").
- B. Mineral Owner owns the Minerals under a portion of the Surface Lands.
- C. Easement Grantee will enter into two separate conservation easements with Surface Owner covering the Surface Lands (collectively referred to as "Conservation Easement") for the development and operation of two conservation areas.
- D. The Parties desire to waive, release, and relinquish Mineral Owner's right to use the Surface Lands, subject to the provisions contained herein.
- E. In consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to be bound by the terms of this Agreement.

### AGREEMENT

#### 1. DEFINITIONS, INTERPRETATION AND EXHIBITS

- 1.1. **Definitions.** As used in this Agreement, these words or expressions have the following meanings:

"Affiliate" of a Party means any Person that directly or indirectly controls or is controlled by or is under common control with such Party. For purposes of this definition, "control" means ownership of 50% or greater of the voting interest (stock or otherwise) of such entity.

"Agreement" has the meaning given in the introductory paragraph.

"Claim" means any claim, liability, loss, demand, damages, lien, cause of action of any kind, obligation, costs, royalty, fees, assessments, penalties, fines, judgment, interest and

award (including recoverable legal counsel fees and costs of litigation of the Person asserting the Claim), whether arising by law, contract, tort, voluntary settlement, or otherwise.

“Conservation Easement” has meaning given in Recital C.

“Dispute” means any dispute or controversy arising out of this Agreement or the performance of obligations under this Agreement, including a Claim under this Agreement and any dispute or controversy regarding the existence, construction, validity, interpretation, enforceability or breach of this Agreement.

“Easement Grantee” has the meaning given in the introductory paragraph.

“Effective Date” means the date defined as “Effective Date” in the introductory paragraph of this Agreement.

“Geophysical Operations” means the surface and/or subsurface generation and/or measurement of different types of energy and forces used to record geophysical properties of the earth, which properties include, by way of example and not of limitation, magnetic, seismic, gravitational, electrical and natural radiation.

“Minerals” means all of the oil, gas, and other minerals below the Surface Lands.

“Mineral Owner” has the meaning given in the introductory paragraph.

“Mortgagee” has the meaning given in Section 10.2.

“Norm” has the meaning given in Section 2.2.

“Party” means Mineral Owner, Surface Owner or Easement Grantee, and “Parties” mean all of them.

“Person” means an individual, corporation, company, state, statutory corporation, government entity or any other legal entity.

“Property” of a Person means property owned, leased or furnished by that Person or in which that Person has an economic interest.

“Surface Lands” has the meaning given in Recital A.

“Surface Owner” has the meaning given in the introductory paragraph.

“Term” means the term of the Agreement as set forth in Section 3.2.

1.2. **Interpretation.** Unless the context expressly requires otherwise, all of the following apply to the interpretation of this Agreement:

- (A) The plural and singular words each include the other.
- (B) The masculine, feminine and neuter genders each include the others.
- (C) The word “or” is not exclusive.



- (D) The word “includes” and “including” are not limiting.
- (E) The headings in this Agreement are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Agreement.

## 2. CURRENT FEE MINERAL LANDS.

- 2.1. Mineral Owner may own a portion of the oil, gas, and other minerals under the Surface Lands pursuant to mineral deeds and other instruments in the chain of title. Mineral Owner makes no, and hereby disclaims all, representations and warranties, whether express, implied or statutory, regarding the title or ownership of minerals under the Surface Lands. Surface Owner and Easement Grantee represent and warrant that they have conducted their own inspection, investigation, and research concerning the title and ownership of minerals underlying the Surface Lands and are not relying upon any information provided by Mineral Owner. Any information provided by Mineral Owner was furnished solely as a convenience and will not constitute a representation or warranty of title of any kind, and any reliance on same by Surface Owner or Easement Grantee will be at their sole risk and liability.
- 2.2. **SURFACE OWNER AND EASEMENT GRANTEE HAVE BEEN GIVEN THE OPPORTUNITY TO (A) INSPECT THE SURFACE LANDS, INCLUDING THE PHYSICAL AND ENVIRONMENTAL CONDITION (BOTH SURFACE AND SUBSURFACE) OF THE SURFACE LANDS, (B) TEST THE SURFACE LANDS FOR THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIALS (“NORM”), ABSESTOS AND OTHER SUBSTANCES, POLLUTANTS, OR CONTAMINANTS, AND (C) INSPECT THE SURFACE LANDS FOR THE PRESENCE OF OIL OR GAS WELLS, PITS, LANDFILLS, FLOWLINES, PIPELINES, WATER WELLS, STUMPS, AND OTHER MATERIALS AND EQUIPMENT THAT MAY NOT BE VISIBLE ON THE SURFACE. SURFACE OWNER AND EASEMENT GRANTEE ACKNOWLEDGE THAT THE SURFACE LANDS MAY HAVE BEEN USED IN CONNECTION WITH OIL, GAS, OR WATER PRODUCTION, TRANSPORTATION, TREATMENT, STORAGE, DISPOSAL, OR OTHER OPERATIONS AND MAY CONTAIN NORM, ASBESTOS, OR OTHER SUBSTANCES, POLLUTANTS OR CONTAMINANTS AS A RESULT OF SUCH OPERATIONS, AND UNKOWN, ABANDONED, OR UNPRODUCTIVE OIL OR GAS WELLS, PITS, LANDFILLS, FLOWLINES, PIPELINES, WATER WELLS, STUMPS, AND OTHER MATERIALS AND EQUIPMENT THAT MAY NOT HAVE BEEN REVEALED BY SURFACE OWNER’S OR EASEMENT GRANTEE’S INVESTIGATION.**

## 3. WAIVER.

- 3.1. **Grant.** Subject to Mineral Owner’s reservations contained in this Agreement, Mineral Owner hereby waives, releases, and relinquishes all of its rights to use the Surface Lands, including the right to enter upon the Surface Lands for purposes of exploring for, developing, drilling, producing, treating, storing, or transporting the Minerals or for any other purpose incident thereto, further subject to other provisions contained in this Agreement. Provided however, Mineral Owner may produce fee or leased minerals under Conservation Easement from a drilling location outside the Conservation Easement.

- 3.2. **Term.** Subject to the terms and conditions of this Agreement, this Agreement will remain in effect for 30 years after the Effective Date, at which time this Agreement will terminate and the rights and obligations contained herein will be of no further force or effect, save and except for those rights and obligations that, by their express language, survive such termination.

**4. NOTICE TO THIRD PARTIES PURCHASING AN INTEREST IN THE SURFACE LANDS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.**

- 4.1. **Notice.** The recording of this Agreement or a memorandum hereof in the official public records of El Paso County, Texas will serve notice to all third parties that purchase any tract or interest in the Surface Lands, of the Parties' rights under this Agreement.
- 4.2. **Deemed Notice of this Agreement, Consent.** After this Agreement has been recorded in the official public records of El Paso County, Texas, any Person that subsequently acquires any tract or interest in the Surface Lands, be deemed to have notice of the existence of this Agreement and will be bound by the terms of this Agreement.

**5. DAMAGE AND USE.**

- 5.1. **Damages to Facilities.** Mineral Owner and Easement Grantee each agree to indemnify and hold the other harmless for any physical damages to the other's equipment, facilities and improvements on the Surface Lands and for physical injuries to any Person resulting or arising directly from the indemnifying party's use of or operations on the Surface Lands. This indemnification will survive the termination of this Agreement. This indemnification will not apply to losses, damages, claims, expenses and other liability to the extent caused by any gross negligence or willful misconduct by the indemnified party.
- 5.2. **Conflicting Uses.** Subject to the terms of this Agreement and to the terms of any existing easement of record, in the event of any conflict between Mineral Owner and any other Person entitled to use an existing easement (if any), Mineral Owner will have the dominant or superior right over all other Persons, but Mineral Owner agrees to use only such lands under the existing easement as are necessary for oil and gas operations and to accommodate, whenever reasonably possible, the needs of Easement Grantee and Surface Owner.
- 5.3. **Emergencies.** Notwithstanding any provision herein to the contrary, Surface Owner and Easement Grantee acknowledge and agree that, in the event of an emergency, Mineral Owner will have the right to remove or destroy, at the sole expense of Mineral Owner, any pipeline, fixture or structure owned by Surface Owner or Easement Grantee on, across, over or under, any existing access easement so long as such action is deemed necessary in Mineral Owner's sole good faith judgment to address the emergency situation. Notwithstanding the foregoing, Mineral Owner agrees to give Surface Owner and Easement Grantee prior notice of any such removal, if possible, and to compensate Surface Owner or Easement Grantee for any losses incurred as a result of such removal or destruction of any such pipeline, fixture or structure.

**6. ACCESS TO SURFACE LANDS.**

- 6.1. **No Denial of Access.** Notwithstanding any provision herein to the contrary, the Parties

agree that Mineral Owner will not be denied access to the Surface Lands, except for those portions of the Surface Lands where Mineral Owner doesn't have a mineral interest.

**7. FUTURE EXPLORATION AND GEOPHYSICAL OPERATIONS.**

- 7.1. **Geophysical Operations.** The Parties agree that nothing contained in this Agreement will be construed to waive, release, relinquish or in any way limit Mineral Owner's rights to use reasonably the Surface Lands for exploration or Geophysical Operations so long as such operations are conducted in accordance with the provisions of this Agreement. Mineral Owner may use the Surface Lands for exploration or Geophysical Operations, so long as such operations are conducted in accordance with this Agreement, the applicable laws, rules or regulations, if any, in effect at the time such operations are conducted and in such a way as not to interfere unreasonably with Surface Owner's or Easement Grantee's use of the Surface Lands.
- 7.2. **No Dynamite.** Irrespective of future changes made to the ordinances, Mineral Owner agrees not to use dynamite explosives for Geophysical Operations conducted anywhere on the Surface Lands.
- 7.3. **Right to Explore.** Mineral Owner reserves the right to explore (as distinguished from the right to develop) for oil, gas and minerals on and over the Surface Lands so long as Mineral Owner: (i) does not use dynamite explosives anywhere on the Surface Lands, and (ii) does not damage the Surface Lands or buildings, facilities, and infrastructure owned by Surface Owner or Easement Grantee on the Surface Lands as a result of the exploration activities, Mineral Owner will have the right to use the roads situated on the Surface Lands, whether existing roads, in accordance with Section 7.1 above when conducting its exploration activities.

**8. NO WARRANTY OR REPRESENTATION MADE BY MINERAL OWNER.**

The execution of this Agreement by Mineral Owner will not impose, or be construed to impose any declaration, representation, or warranty by Mineral Owner that the Surface Lands covered by this Agreement are suitable for residential, retail, or commercial development, or for any other type of surface use. **DURING THE LIFE OF THIS AGREEMENT, SURFACE OWNER AND EASEMENT GRANTEE MAY NOT USE THE SURFACE LANDS FOR ANY OTHER PURPOSE OTHER THAN FOR A NATURE PRESERVE AS OUTLINED IN THE CONSERVATION EASEMENT. ANY VIOLATION OF THIS WILL RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT.**

**9. MINERAL OWNER RETAINS DOMINANT ESTATE.**

Surface Owner and Easement Grantee hereby confirm and agree that the rights, titles, and interests that Mineral Owner retains in the Surface Lands and any existing agreements are dominant to Surface Owner's and Easement Grantee's rights therein, except as otherwise provided herein and other existing agreements by the Parties.

**10. SUCCESSORS AND ASSIGN, COVENANTS RUNNING WITH THE SURFACE AND MINERAL ESTATES.**

- 10.1. **Successors and Assigns.** The terms and conditions of this Agreement will be binding upon, and will inure to the benefit of the Parties hereto and their respective heirs, legal



representatives, successors and assigns, and will be covenants running with the land, the mineral and the surface estates therein owned by the Parties hereto.

- 10.2. **Mortgage Provisions.** Easement Grantee will have the right at any time to mortgage, pledge, encumber, and/or collaterally assign to any entity (each, a “Mortgagee”) all or any part of Easement Grantee’s interest under this Agreement and the rights and obligations created by this Agreement without the consent of Mineral Owner or Surface Owner. Easement Grantee shall provide notice to Mineral Owner and Surface Owner of any mortgage, pledge, encumbrance, and/or collateral assignment. Each Mortgagee will have the right to do any act or thing required to be performed by Easement Grantee under this Agreement, and any such act or thing performed by a Mortgagee must be as effective to prevent a default under this Agreement and/or a forfeiture of any of Easement Grantee’s rights under this Agreement as if done by Easement Grantee itself.

## 11. **GOVERNING LAW AND RESOLUTION OF DISPUTES.**

- 11.1. **Governing Law.** This Agreement is governed by and interpreted under the laws of the State of Texas, without regard to its choice of law rules.
- 11.2. **Resolution of Disputes.** If a Dispute arises, a Party must initiate the resolution process by giving notice setting out in writing and in detail the issues in Dispute and the value of the Claim to the other Party. A meeting between the Parties, attended by individuals with decision-making authority, must take place within 30 days from the date the notice was sent in an attempt to resolve the Dispute through direct negotiations. If the Dispute cannot be settled by direct negotiations within 30 days of initiation of the resolution process, any Party may initiate mediation by giving notice to the other Parties. The place of mediation will be Houston, Texas.
- 11.3. **Confidentiality.**
- (A) The Parties agree that any Dispute and any negotiations, mediation and litigation proceedings between the Parties in relation to any Dispute will be confidential and will not be disclosed to any third party, to the extent allowable by law.
  - (B) The Parties further agree that any information, documents or materials produced for the purposes of, or used in, negotiations, mediation or litigation of any Dispute will be confidential and will not be disclosed to any third party, to the extent allowable by law.
  - (C) Without prejudice to the foregoing, the Parties agree that disclosure may be made:
    - (1) In order to enforce any of the provisions of this Agreement, court judgment.
    - (2) To the auditors, legal advisers, insurers and Affiliates of that Party to whom the confidentiality obligations set out in this Agreement will extend.
    - (3) Where that Party is under a legal or regulatory obligation to make such disclosure, but limited to the extent of that legal obligation.
    - (4) With the prior written consent of the other Party.

**12. GENERAL PROVISIONS.**

- 12.1. **Amendment.** No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of all Parties.
- 12.2. **Severability.** Each provision of this Agreement is severable and if any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court, arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality does not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

**13. NOTICES AND CONTACT INFORMATION.**

- 13.1. **Notices.** All notices required or permitted under this Agreement must be in writing and delivered by mail (postage prepaid) or by hand delivery to the address of the receiving Party set out in the signature page to this Agreement. Notices sent by email are ineffective.
- 13.2. **Effective.** Notices are effective when received by the recipient during the recipient's regular business hours.
- 13.3. **Non-Compliance.** Notices which do not comply with the requirements of this Agreement are ineffective, and do not impart actual or any other kind of notice.

**14. MEDIA/NEWS RELEASES.**

No Party hereto may, at any time, issue to the press or other media any news release or distribute any information or photographs concerning this Agreement or the land subject to this Agreement, without the prior written consent from authorized agents of the other Parties. Nothing contained in this paragraph will be construed to require a Party to obtain approval of the other Parties hereto to disclose information with respect to the transaction contemplated by this Agreement to any state or federal governmental authority or agency to the extent required by applicable law or necessary to comply with the disclosure requirements of the New York Stock Exchange or any other regulated stock exchange.

**15. CONFLICT OF INTEREST.**

No director, employee, or agent of any Party will give or receive any commission, fee, rebate, gift, or entertainment of significant cost of value in connection with this Agreement. During the term of this Agreement and for two years after termination of this Agreement, any representatives authorized by any Party may audit the applicable records of the other Parties solely for the purpose of determining whether there has been compliance with this provision. The provisions of the Section will survive termination of this Agreement.

**[Signatures on Following Page]**

The Parties have executed this Agreement as evidenced by the following signatures of authorized representatives of the Parties:

**MINERAL OWNER:**

**CHEVRON U.S.A. INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADDRESS FOR NOTICES:**

Attn: Permian Land Manager  
6301 Deauville Boulevard  
Midland, Texas 79706

Phone: 432-687-7100

**STATE OF TEXAS            )**  
  )  
**COUNTY OF MIDLAND    )**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Todd Meade, Attorney-in-Fact for CHEVRON U.S.A. INC., a Pennsylvania corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

*(Signatures continue on next page.)*





**EL PASO WATER UTILITIES PUBLIC SERVICE BOARD:**

By: \_\_\_\_\_  
John E. Balliew  
President/CEO

**Approved as to form:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
General Counsel

**Approved as to content:**

\_\_\_\_\_  
Marcela Navarrete  
Vice-President

**STATE OF TEXAS            )**  
  )  
**COUNTY OF EL PASO    )**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by John E. Balliew, President/CEO of the El Paso Water Utilities Public Service Board.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**ADDRESS FOR NOTICES:**

El Paso Water Utilities Public Service Board  
Attn: President/CEO  
P.O. Box 511  
El Paso, Texas 79961-0511

*(Signatures Continue on Following Page.)*

**EASEMENT GRANTEE:**

**FRONTERA LAND ALLIANCE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADDRESS FOR NOTICES:**

Frontera Land Alliance  
Attn: Executive Director  
3800 N. Mesa Street, Suite 2A-258  
El Paso, Texas 79902

Phone: 915-351-8352

unexecuted

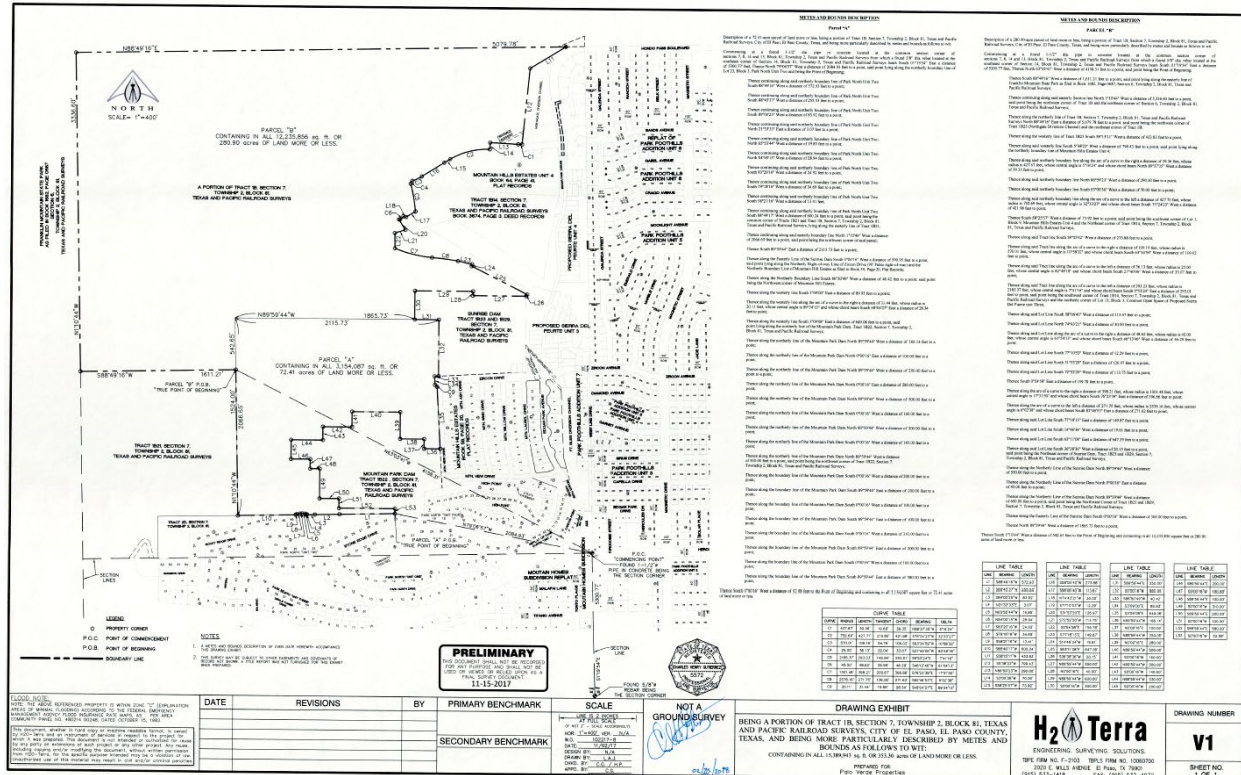


Attached to and made part of that certain **WAIVER OF SURFACE RIGHTS AGREEMENT** dated February 1, 2020 between **CHEVRON U.S.A. INC.**, as Mineral Owner, **CITY OF EL PASO** and **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD**, as Surface Owner, and **FRONTERA LAND ALLIANCE**, as Easement Grantee.



# EXHIBIT A – DESCRIPTION OF LAND (CONTINUED)

Attached to and made part of that certain **WAIVER OF SURFACE RIGHTS AGREEMENT** dated February 1, 2020 between **CHEVRON U.S.A. INC.**, as Mineral Owner, **CITY OF EL PASO** and **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD**, as Surface Owner, and **FRONTERA LAND ALLIANCE**, as Easement Grantee.



END OF EXHIBIT A