

Renard U. Johnson
Mayor

Dionne Mack
City Manager



CITY COUNCIL
Alejandra Chávez, District 1
Josh Acevedo, District 2
Deanna Maldonado-Rocha, District 3
Cynthia Boyar Trejo, District 4
Ivan Niño, District 5
Art Fierro, District 6
Lily Limón, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

March 04, 2025

**COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM**

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 328-735-307#

AND

**AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY**

March 3, 2025

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 263-782-857#

Notice is hereby given that an Agenda Review Meeting will be conducted on March 3, 2025 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on March 4, 2025 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website: <http://www.elpasotexas.gov/videos>

Via television on City15,

YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling the following number:

1-915-213-4096 or Toll free number: 1-833-664-9267

At the prompt please enter the corresponding Conference ID:

Agenda Review, March 3, 2025 Conference ID: 263-782-857#

Regular Council Meeting, March 4, 2025 Conference ID: 328-735-307#

The public is strongly encouraged to sign up to speak on items on this agenda before the start of this meeting on the following links:

For Call to the Public:

<https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397>

To Speak on Agenda Items:

<https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb>

A quorum of City Council must participate in the meeting.

ROLL CALL

**INVOCATION BY EL PASO POLICE CHAPLAIN AND SUN VALLEY BAPTIST PASTOR
DENNIS COFFMAN**

PLEDGE OF ALLEGIANCE

Eastwood Middle School at the invitation of City Representative Deanna Maldonado-Rocha

**Abigail Armendariz
Mikayla Tabullo
Noah Lung
Kylie Vega
Lucas Edens
Gershon Mayeden
Jaxyn McKinney
Sofia Gallardo
Isabella Carmona
Elijah Rocha**

MAYOR'S PROCLAMATIONS

National Association of Women in Construction

Boot Capital of Texas

Stephanie Han Day

NOTICE TO THE PUBLIC

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will

be considered by City Council to be routine and will be enacted by one motion unless separate discussion is requested by Council Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. Council may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

1. Approval of the Minutes of the Regular City Council Meeting of February 25, 2025, the Agenda Review Meeting of February 24, 2025, and the Work Session of February 24, 2025. [25-278](#)

All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0049

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS [25-82](#)

CONSENT AGENDA - RESOLUTIONS:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

3. A Resolution that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as A portion of Lot 2, Block 4, El Paso International Airport Tracts Unit 10, City of El Paso, El Paso County, Texas, and numbered as 1776 American Drive, El Paso, Texas 79925 and more particularly described on Exhibit "A" of the Resolution. [25-218](#)

All Districts

Airport, Tony Nevarez, (915) 212-7301

4. A Resolution that the City Manager, or designee, be authorized to sign a Concession License Agreement between the City of El Paso ("City") and Ready Credit Corporation ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for three (3) additional one-year terms. [25-260](#)

District 3

Airport, Tony Nevarez, (915) 212-7301

Airport, Debbie Olivas, (915) 212-7337

5. A Resolution that the City Manager, or designee, be authorized to sign a Fuel Site Lease between the City of El Paso and El Paso Fuel Facilities, LLC for the following parcel of Land:

[25-261](#)

All of Lots 31 and 32, and the West 60 feet of Lot 33, Block 4, El Paso International Airport Tracts, Unit One, City of El Paso, El Paso County, Texas, consisting of approximately 42,640 square feet, more or less, of land and commonly known as 7619 Boeing Drive, El Paso, Texas.

District 3

Airport, Tony Nevarez, (915) 212-7301

Airport, Debbie Olivas, (915) 212-7337

6. That the City Council approves a Change Order No. 3 to Contract No. 2023-0430 for the ELP Relocation of Taxiway Mike with Jordan Foster Construction in the amount of \$251,910.40 for the additional cost related to greater construction efficiency, increased safety, and reduced impacts to airport operations. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. Fourteen (14) additional calendar days will be added for the completion of the work. The new contract sum, including this Change Order notice is \$15,099,712.40. The City Manager, or designee, is hereby authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

[25-262](#)

District 3

Airport, Yvette Hernandez, (915) 212-1860

Airport, Tony Nevarez, (915) 212-7301

7. A Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and WSP USA INC., for a project known as "Geotechnical and Material Testing Services for the El Paso International Airport Five Node Intersection Remediation" for an amount not to exceed \$287,695.00. In addition, the City Engineer is authorized to increase the contract amount up to \$50,000.00 without further authorization from City Council, if such services are necessary for the proper execution of the project and the increased amount is in the appropriate budget for the project. Further, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

[25-266](#)

District 3

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

Goal 2: Set the Standard for a Safe and Secure City

8. A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 3060710, for the City of El Paso Police Department project identified as "West Texas Anti-Gang Center FY26" to provide financial assistance to the City of El Paso. Requesting \$9,132,162.40. No cash match is required. The grant period will be from

[25-284](#)

September 1, 2025, - August 31, 2026.

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

9. A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5407101 for the City of El Paso Police Department project identified as "Operation Lone Star Grant FY26" to provide financial assistance to the City of El Paso. Requesting \$600,000.00. No cash match is required. The grant period will be from September 1, 2025, - August 31, 2026. [25-285](#)

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

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

10. A Resolution that City Council authorizes the Mayor to sign the Interlocal Agreement between the City of El Paso, Texas, and the Canutillo Independent School District to allow the shared use of public outdoor athletic and recreational facilities owned by each entity for a period of three years. In addition, the City Manager or designee is hereby authorized to execute any necessary documents to carry out the agreement. [25-257](#)

District 1

Parks and Recreation, Pablo Caballero, (915) 212-8018

Goal 8: Nurture and Promote a Healthy, Sustainable Community

11. A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Clint, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to Town of Clint. [25-253](#)

All Districts

Public Health, Veerinder Taneja, (915) 212-6502

12. A Resolution that the City Manager or their designee is authorized to sign the Third Amendment to the Professional Services Agreement for Relief Services, entered into by and between the City of El Paso ("City") and Dennis W. Flosi, DVM ("Contractor"), to increase the total compensation under the agreement from Ninety Thousand Dollars (\$90,000.00) to One Hundred Thirty Thousand Dollars (\$130,000.00) per twelve-month term. [25-263](#)

All Districts

Animal Services Department, Terry K. Kebschull, (915) 212-8742

13. A Resolution that the City Manager or their designee is authorized to sign the Fourth Amendment to the Professional Services Agreement for Relief Services, entered into by and between the City of El Paso ("City") and Kim Kane, DVM ("Contractor"), to increase the total compensation under the agreement from [25-264](#)

Ninety Thousand Dollars (\$90,000.00) to One Hundred Thirty Thousand Dollars (\$130,000.00) per twelve-month term.

All Districts

Animal Services Department, Terry K. Kebschull, (915) 212-8742

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

14. Andres Sandoval to the Committee on Border Relations by Representative Alejandra Chávez, District 1. [25-299](#)
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

Goal 8: Nurture and Promote a Healthy, Sustainable Community

15. Francie McIntosh to the City Accessibility Advisory Committee by Representative Alejandra Chávez, District 1. [25-309](#)
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001
16. Laura L. Sanchez to the Animal Shelter Advisory Committee by Representative Alejandra Chávez, District 1. [25-313](#)
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

17. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A) [25-258](#)
- All Districts**
Tax Office, Maria O. Pasillas, (915) 212-0106

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

18. Discussion and action to authorize the expenditure of District 4 discretionary funds, in an amount not to exceed \$5,500.00, for the purchase and installation of a park bench at Joey Barraza and Vino Memorial Park to honor the memory of Cody L. Vaughn, serves the municipal purpose of enhancing the quality of [25-308](#)

life of the citizens of El Paso by improving the park and fostering community pride and encouraging civic engagement.

District 4

Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

Goal 6: Set the Standard for Sound Governance and Fiscal Management

19. Discussion and action to authorize the expenditure of District 1 discretionary funds, in an amount not to exceed \$10,000 for the installation of two (2) Solar Streetlights, unit cost \$5,000 each for a total cost of \$10,000, to improve visibility for park users at Westgreen Park, serves the municipal purpose of enhancing and sustaining the community's safety and quality of life within the City. [25-310](#)

District 1

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

20. Discussion and action to authorize the expenditure of District 1 discretionary funds, in an amount not to exceed \$24,000 for the installation of two (2) Solar Streetlights, unit cost \$5,000 each for a total cost of \$10,000, to improve visibility at the intersection of Upper Valley and Gomez Road, and two (2) Solar Speed Feedback Signs, unit cost of \$7,000 each for a total cost of \$14,000, in opposing directions at the intersection of Upper Valley and Gomez Road, serves the municipal purpose of enhancing and sustaining the community's safety and quality of life within the City. [25-311](#)

District 1

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

21. Discussion and action to authorize the expenditure of District 1 discretionary funds, in an amount not to exceed \$14,000, for the installation of two (2) Solar Speed Feedback Signs unit cost of \$7,000.00 each for a total cost of \$14,000.00, in opposing directions on High Ridge Drive, serves the municipal purpose of enhancing and sustaining the community's safety and quality of life within the City. [25-312](#)

District 1

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community

22. Presentation and discussion providing updates on the Department of Information Technology and Security Assurance Program functions and budget needs. [25-282](#)

All Districts

Information Technology, Carolyn Patrick, (915) 212-1408

CALL TO THE PUBLIC – PUBLIC COMMENT:

Call to the Public will begin at 12:00 p.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 328-735-307#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: <https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397>

REGULAR AGENDA - FIRST READING OF ORDINANCES:

INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY CHARTER:

Public comment typically is not taken during the first reading of ordinances. Public comments are invited at the date of the scheduled public hearing.

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 9:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

Goal 3: Promote the Visual Image of El Paso

23. An Ordinance Vacating a portion of Ninth Avenue and Alley Right-of-Way, Block 47, all within Campbell Addition, City of El Paso, El Paso County, Texas.

[25-265](#)

Subject Property: East of Mesa St. and North of Cesar Chavez Memorial Highway

Applicant: United States of America (General Services Administration), El Paso Infrastructure Collaborative, LLC, Jose and Carmen Silva Family Limited Partnership, City of El Paso SURW24-00003

District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

PUBLIC HEARING WILL BE HELD ON MARCH 18, 2025

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

24. Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Consor Engineers, LLC, a Florida, USA, Foreign Limited Liability Company (LLC) Authorized to Transact Business in Texas, for a project known as "Civil Engineering Professional Services for the Vista Del Sol Drive Resurfacing / Reconstruction Project" for an amount not to exceed \$702,394.90; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$802,394.90; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. This project was approved as part of the 2022 Community Progress Bond.

[25-267](#)

District 6

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

25. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed, and any other documents necessary to convey approximately 2.112 acres of land, legally described as being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, City of El Paso, El Paso County, Texas.

[25-195](#)

Subject Property: 210 N. Lee St.

District 8

El Paso Water, Alex Vidales, (915) 594-5636

26. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 20,948 acres of land, legally described as property consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, also known as The Wildhorse Ranch, Culberson County, Texas.

[25-210](#)

Extraterritorial Jurisdiction

El Paso Water, Alex Vidales, (915) 594-5636

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

27. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV - Speed Limits), Subsection F (Thirty-Five Miles per Hour), to ADD item 110: Justice Street, from Montana Avenue to North City Limits; and an Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV - Speed Limits), Subsection G (Forty Miles per Hour), to DELETE Item 47. Justice Street, from Edgemere Boulevard to the South City Limits. [25-194](#)

District 5

Streets and Maintenance, Joshua Lerma, (915) 212-7049

28. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing - Tow-Away Zone), Subsection A, to ADD Item 120: Pollard Street, From Hayes Avenue to Truman Avenue, East Side; and to ADD Item 121: Truman Avenue, from Pollard Street to A point 420 Feet East, North Side. [25-201](#)

District 2

Streets and Maintenance, Joshua Lerma, (915) 212-7049

REGULAR AGENDA - OTHER BUSINESS:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

29. Discussion and action of a Resolution authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso, a home-rule municipality (the "City") and Schneider Electric USA, Inc., a Delaware Corporation (the "Applicant"), for the expansion of its operations within the city limits of the City of El Paso. [25-314](#)

District 1

Economic and International Development, Karina Brascalla, (915) 212-0094

EXECUTIVE SESSION

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

| | |
|-----------------|--|
| Section 551.071 | CONSULTATION WITH ATTORNEY |
| Section 551.072 | DELIBERATION REGARDING REAL PROPERTY |
| Section 551.073 | DELIBERATION REGARDING PROSPECTIVE GIFTS |
| Section 551.074 | PERSONNEL MATTERS |
| Section 551.076 | DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS |
| Section 551.087 | DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS |
| Section 551.089 | DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING |

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON THURSDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

<http://www.elpasotexas.gov/>



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-278, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0049

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Approval of the Minutes of the Regular City Council Meeting of February 25, 2025, the Agenda Review Meeting of February 24, 2025, and the Work Session of February 24, 2025.

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER



CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
February 24, 2025
9:00 A.M.**

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The City Council met at the above place and date. Meeting was called to order at 9:01 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, and Lily Limón. Late arrivals: Chris Canales at 9:04 a.m. and Josh Acevedo at 9:05 a.m.

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The agenda items for the February 25, 2025 Regular City Council and Special Mass Transit Department Board Meetings were reviewed.

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3. CONSENT AGENDA – RESOLUTIONS

A Resolution authorizing the City Manager or designee to submit grant application 3007110 for the City of El Paso Police Department project identified as “El Paso 2024 Operation Stone Garden (OPSG)” through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting \$1,558,815.00, no cash match required. Grant period will be from March 1, 2025 - February 28, 2026.

Mayor Johnson and Representatives Limón and Canales questioned the following City staff members:

- Assistant Police Chief Humberto Talamantes
- Police Chief Peter Pacillas

Ms. Lisa Turner, citizen, commented.

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4. CONSENT AGENDA – RESOLUTIONS

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5381301, for the City of El Paso Police Department project identified as “Criminal Justice Grant - JAG FY2026” to provide financial assistance to the City of El Paso. Requesting \$460,000, no cash match required. Grant period will be from October 1, 2025 - September 30, 2026.

Representative Canales commented.

Assistant Police Chief Humberto Talamantes commented.

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9. CONSENT AGENDA – RESOLUTIONS

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 3952706, FY2026 for the City of El Paso Police Department project identified as "Project Safe Neighborhoods" to provide financial assistance to the City of El Paso. Requesting \$33,000.00, no cash match is required. The grant period will be from October 1, 2025, to September 30, 2026.

Representative Limón commented.

Assistant Police Chief Humberto Talamantes commented.

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12. CONSENT AGENDA – RESOLUTIONS

A Resolution authorizing the City Manager or designee to sign the funding match commitment letter and all related paperwork to the Texas Department of Emergency Management for grant application number 5487, FY 2024 for the City of El Paso Office of Emergency Management project identified as “El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Updates” to provide financial assistance to the City of El Paso. Requesting \$90,000 with a cash match of \$30,000 (25%) for a total project amount of \$120,000. The grant period will be from December 1, 2025 to December 1, 2026.

Representative Limón commented.

Fire Chief Jonathan Killings commented.

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33. REGULAR AGENDA – FIRST READING OF ORDINANCES

An Ordinance changing the zoning of Tracts 2-B, 2-B-1, 2-B-5, Block 18, Ysleta Grant Surveys, 523 Giles, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-1/c (Commercial/conditions), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City’s Comprehensive Plan.

Subject Property: 523 Giles Road
Applicant: Daniel Resendez, PZRZ24-00011

Representative Rocha commented.

The following City staff members commented:

- Mr. Luis Zamora, Chief Planner
- Mr. Kevin Smith, Planning and Inspections Assistant Director

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42. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), for a project known as “Architectural and Engineering Services for the Modesto Gomez Central Flat Fields Project” for an amount not to exceed \$890,015.00; that the City Engineer is authorized to approve additional Basic Services and

Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$990,015.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

Representative Limón commented.

Mr. Daniel Garcia, Capital Improvement Assistant Director, commented.

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48. REGULAR AGENDA – OTHER BUSINESS

Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer to: increase Playa Drain Padilla – Zaragoza project, to set up budget for Revolving Loan Fund for Borderplex Community Capital agreement project, and to increase Memorial Park project for the purchase solar lights, as respectively listed and referenced below:

| BT Number | Fund | Project | Increase /(Decrease) |
|-----------|------|-------------|----------------------|
| 2025-0331 | 4743 | PCP23TRAN03 | \$195,210.63 |
| 2025-0299 | 2302 | PEDFY25005 | \$500,000.00 |
| 2025-0445 | 4800 | PCP13PRKG01 | \$77,008.40 |

Representative Acevedo questioned the following City staff members:

- Ms. Bonnie Cordova, Senior Executive Budget Advisor
- Mr. Daniel Garcia, Capital Improvement Assistant Director

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Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **ADJOURN** this meeting at 9:44 a.m.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-82, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



Legislation Text

File #: 25-218, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Airport, Tony Nevarez, (915) 212-7301

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as a portion of Lot 2, Block 4, El Paso International Airport Tracts Unit 10, City of El Paso, El Paso County, Texas, and numbered as 1776 American Drive, El Paso, Texas 79925 and more particularly described on Exhibit "A" of the Resolution.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: _____

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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as:

A PORTION OF LOT 2, BLOCK 4, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 10, El Paso County, Texas, and numbered as 1776 American Drive, El Paso, Texas 79925.

APPROVED on this _____ day of _____, 2025.

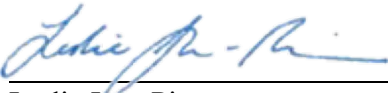
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**UNDERGROUND ELECTRICAL AND
TRANSFORMER PAD EASEMENT**

For and in consideration of the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of El Paso (Grantor) grants unto El Paso Electric Company (Grantee), its successors and assigns, the right and privilege to enter and erect, relocate, construct, operate, remove, inspect, access, and maintain an underground electric system consisting of transformers (conventional or pad mount), ducts, conduits, fixtures, manholes, handholes, vaults, and any other usual appurtenances pertaining thereto, and underground crossings with all necessary cables, lines, conduit, wires pertaining thereto, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

**A PORTION OF LOT 2, BLOCK 4, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 10,
EL PASO COUNTY, TEXAS**

The easement is as depicted in Exhibit "A"

With the right to trim any trees and flora around said electrical facilities so as to the electrical facilities cleared and to do anything proper and necessary to operate and maintain same.

The term of this easement shall not exceed the maximum term allowable by applicable federal, state, local laws rules and regulations including the FAA Grant Assurances. In accepting this easement, Grantee agrees that Grantor shall have the power at any time to require Grantee to remove and abate, at Grantee's expense, any installation or structure that is dangerous to life or property and that Grantor shall have the power at any time to require Grantee to change the route and position of its poles, lines, conduits or other construction at Grantee's expense when the El Paso City Council (the "City Council") shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of public improvements, the construction of private buildings, the construction or use of driveways or under other conditions which the City Council shall find necessary. Provided, however, that Grantee shall be entitled to be paid for its costs and expense of any relocation, raising or lowering of its wires or cables required by Grantor if such expenses or costs are reimbursable or payable to Grantee or Grantor by the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly. Grantor shall use its best reasonable efforts to consult and confer with Grantee before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result reasonably and economically.

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such easement. Grantee shall promptly restore to as good condition as before working thereon, and to the reasonable satisfaction of the Grantor all streets excavated by it. Grantee may, from time to time and as may be required by prudent utility practices in connection with the construction, maintenance, or repair of its facilities, restrict access to or interfere with the use of Grantor's structures(s) or tangible personal property located on or in the vicinity of the easement. In such event, Grantee shall endeavor to provide Grantor reasonable written notice of any such restriction or interference and shall use commercially reasonable efforts to coordinate its activities with Grantor so as to minimize the duration and extent of such restriction or interference. The preceding sentence notwithstanding, certain events or circumstances may occur or arise that require Grantee to take immediate action to address imminent public safety concerns, the integrity of Grantee's facilities or system, or the reliability of service provided by Grantee. Under such or similar exigencies, Grantee shall provide Grantor notice of any restrictions or interference as soon as reasonably practicable, and shall use commercially reasonable efforts to minimize the duration and extent of such restriction or interference. Grantee agrees to call for utility spotting by a third party prior to any excavation by Grantee in the easement.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted. Grantor agrees not to erect permanent structures or obstruct access in, over, or under Grantee's facilities.

Grantor will not be held responsible for any damage to Grantee's underground facilities from excessive erosion due to flood run-off.

Should Grantee abandon the easement, then the easement hereinabove described shall revert to Grantor or its successors and assigns. Such abandonment shall be conclusively presumed following non-use by the Grantee for one year and with use not being resumed within sixty (60) days following receipt of notice of abandonment from Grantor to Grantee, and on such abandonment, Grantee will then execute any and all necessary documents to evidence such abandonment.

Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.

GRANTOR:
THE CITY OF EL PASO

Dionne Mack
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Juan Antonio Nevarez
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 20__ by
Dionne Mack as City Manager of the City of El Paso.

Notary Public in and for
the State of Texas

The above instrument, together with all conditions thereto is hereby accepted on the date entered below.

GRANTEE:
EL PASO ELECTRIC COMPANY

By: _____
Printed Name: Aurea D. Garcia
Title: Supervisor – Land Management

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 30th day of January, 2025,
Aurea D. Garcia as Supervisor - Land Management of **El Paso Electric Company**, on behalf of the El Paso
Electric Company, a Texas corporation.



Clara Borrego
Notary Public in and for
the State of Texas

EPIA Addendum to EPEC Easement - FAA

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises comprising the easement are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. The Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) in the event facilities are constructed, maintained, or otherwise operated on the property described in this easement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Grantee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the “Acts and Regulations”) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee’s electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix C of Appendix 4]

2. A. The Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Grantee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee’s electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix D of Appendix 4]

3. A. During the term of this easement, Grantee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms —programs or activities to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, Grantor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E of Appendix 4]

EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION OF A 0.060 ACRE (2,614 SQUARE FOOT) TRACT OF LAND, OUT OF THE ASCARATE GRANT AND BEING OUT OF LOT 2, BLOCK 4, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 10 OF RECORD IN VOLUME 53, PAGE 12 OF THE OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS AS DESCRIBED IN A SPECIAL WARRANTY DEED, OF RECORD IN DOCUMENT NUMBER 20230032278, OF THE OFFICIAL RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.060 ACRE (2,614 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at monument found in American Drive, a 68 foot right of way as dedicated in said El Paso International Airport Tract Unit 10, from which a monument found bears **S 19°24'41" E**, for a distance of **289.83** feet;

THENCE, N 37°27'52" E, across said American Drive, for a distance of **68.78** feet to a mark in concrete found at the southwest corner of the herein described tract;

THENCE, S 86°11'21" E, along the south boundary line of the herein described tract for a distance of **8.85** feet, to a calculated point for southwest corner and the **POINT OF BEGINNING**, of the herein described tract, said point having Texas State Plane Grid Coordinate, (Central Zone, NAD 83, U.S. Feet) values of N=10,667,356.12, E=414,603.58;

THENCE, leaving the south line of the herein described tract over and across said Lot 2, Block 4, the following four (4) courses and distances:

- 1) **N 34°58'51" E**, for a distance of **23.37** feet to a calculated point,
- 2) **S 86°11'21" E**, for a distance of **38.06** feet to a calculated point,
- 3) **S 39°48'25" E**, for a distance of **13.81** feet to a calculated point,
- 4) **S 86°11'21" E**, for a distance of **187.81** feet to a calculated point on a curve to the left, on the east line of said Lot 2, Block 4, and being the southeast corner of the herein described tract;

THENCE, with the east line of said Lot 2, Block 4, along said curve to the left, an arc distance of **10.00** feet, said curve having a radius of **400.81** feet, a central angle of **1°25'47"** and a chord bearing of **S 04°48'44" W** for a chord distance of **10.00** feet to a calculated point at the southeast corner of the herein described tract;

THENCE, N 86°11'21" W, along the south line of the herein described tract for a distance of **203.84** feet to a calculated point;

THENCE, departing the south line of the herein described tract over and across said Lot 2, Block 4, the following three (3) courses and distances;

- 1) **N 03°48'39" E**, for a distance of **10.00** feet to a calculated point,
- 2) **N 86°11'21" W**, for a distance of **25.75** feet to a calculated point,
- 3) **S 34°58'51" W**, for a distance of **11.69** feet to a calculated point on the south line of the herein described tract;

THENCE, **N 86°11'21" W**, with the south line of the herein described tract for a distance of **11.69** feet to the **POINT OF BEGINNING**, containing **0.060 acres (2,614 square feet)** of land.

BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN U.S. SURVEY FEET. THE BEARINGS SHOWN ARE GRID.

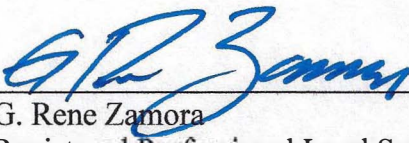
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

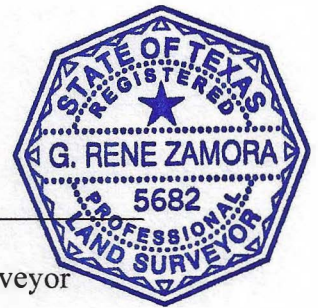
KNOW ALL MEN BY THESE PRESENTS:

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during October 2024 under my direction and supervision.

WITNESS MY HAND AND SEAL at El Paso, El Paso County, Texas this the 28th day of October, 2024, A.D.

Zamora, L.L.C.
1510 Zaragoza Road Suite B-7
El Paso, Texas 79936


G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas

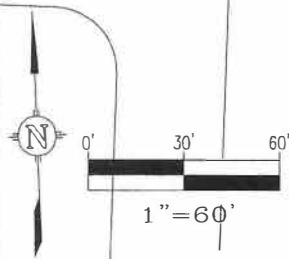


REFERENCES
2002-27.DWG

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

| CURVE TABLE | | | | | |
|-------------|---------|-----------|---------|-------------|---------|
| CURVE | LENGTH | DELTA | RADIUS | DIRECTION | CHORD |
| C1 | 93.50' | 7°03'59" | 758.12' | S01°26'55"E | 93.44' |
| C2 | 150.46' | 21°30'32" | 400.81' | S14°51'06"W | 149.58' |
| C3 | 10.00' | 1°25'47" | 400.81' | S04°48'44"W | 10.00' |

PIPER COURT
(68' R.O.W.)



AMERICAN DRIVE
(68' R.O.W.)

LOT 2
BLOCK 4

AMERICAN AIR
LODGE, L.P.
(1.3785 ACRES)
60,048.74 S.F. +/-
DOC#202300322278
O.R.E.P.C.T.

S61°53'15"E 328.11'

EL PASO INTERNATIONAL AIRPORT
TRACTS UNIT 10, 12
VOLUME 53 PAGE
REAL PROPERTY RECORDS
EL PASO COUNTY, TEXAS



EL PASO ELECTRIC EASEMENT
0.060 ACRES
2,614 SQ FT

P.O.B. GRID
N=10,667,356.12
E=414,603.58

P.O.C.
N37°27'52"E 68.78'
S19°24'41"E 289.83'

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | DIRECTION | DISTANCE |
| L1 | S86°11'21"E | 8.85' |
| L2 | N34°58'51"E | 23.37' |
| L3 | S86°11'21"E | 38.06' |
| L4 | S39°48'25"E | 13.81' |
| L5 | N03°48'39"E | 10.00' |
| L6 | N86°11'21"W | 25.75' |
| L7 | S34°58'51"W | 11.69' |
| L8 | N86°11'21"W | 11.69' |

LEGEND:

- IRON REBAR 5/8" FOUND
- ⊙ MARK IN CONCRETE FOUND
- ⊙ NAIL FOUND
- MONUMENT FOUND
- △ CALCULATED POINT
- P.R.E.P.C.T. PLAT RECORDS
EL PASO COUNTY, TEXAS
- O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS
EL PASO COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- VOL., PG. VOLUME, PAGE
- DOC. NO. DOCUMENT NUMBER
- () RECORD

PAGE 3 OF 3

LOCATIONS



ZWA

Zamora, LLC.
Professional Land Surveyors

Texas FIRM No. 10062700
1510 N. Zaragoza Rd. Suite B-7 • El Paso, Texas 79936
Tel: (512)295-6201

PROJECT: EL PASO ELECTRIC

JOB NUMBER: 2002-27
DATE: OCTOBER 2024
SCALE: 1"= 60'
SURVEYOR: ZAMORA
TECHNICIAN: ZAMORA
DRAWING: 2002-27 ELECT ESMNT
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

EL PASO ELECTRIC EASEMENT
DESCRIPTION OF 2,614 SQ. FT. TRACT OF LAND
SITUATED IN LOT 2 BLOCK 4 EL PASO
INTERNATIONAL AIRPORT TRACTS UNIT 10 ALL OUT
OF THE ASCARATE GRANT, CITY OF EL PASO, EL
PASO COUNTY, TEXAS

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

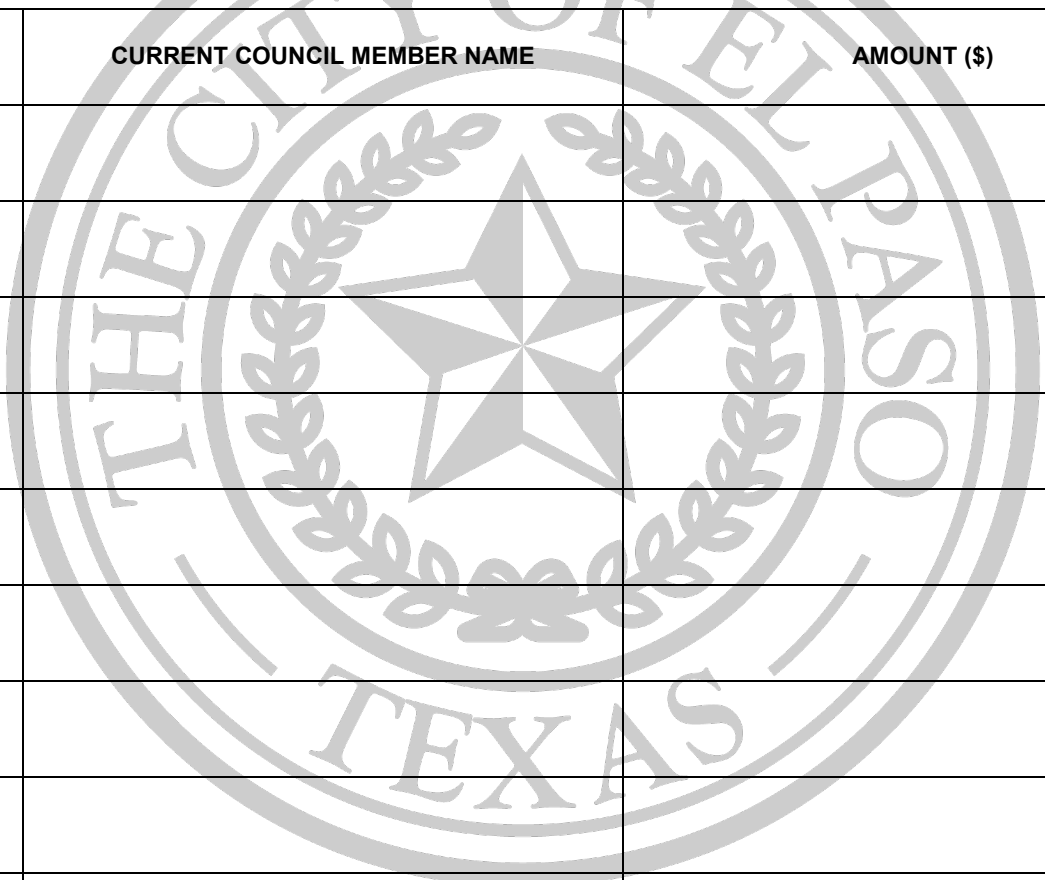
Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:



| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: _____



Legislation Text

File #: 25-260, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 3

Airport, Tony Nevarez, (915) 212-7301

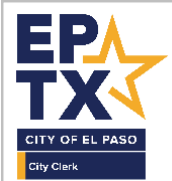
Airport, Debbie Olivas, (915) 212-7337

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the City Manager, or designee, be authorized to sign a Concession License Agreement between the City of El Paso ("City") and Ready Credit Corporation ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for three (3) additional one-year terms.

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



DEPARTMENT: Aviation

AGENDA DATE: 03/04/2025

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Tony Nevarez

PHONE NUMBER: 1-915 212-7301

2nd CONTACT PERSON NAME: Deborah Olivas

PHONE NUMBER: 1-915 212-7337

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL: Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL: N/A

SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign a Concession License Agreement between the City of El Paso ("City") and Ready Credit Corporation ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for three (3) additional one-year terms.

BACKGROUND / DISCUSSION:

Ready Credit Corporation is entering a Concession and License Agreement to operate two kiosks that convert cash to prepaid debit cards in the airport terminal. The agreement term is for one year, from April 1, 2025, to March 31, 2026, with three additional one-year options for extension.

The concessionaire will pay a minimum annual guarantee of \$2,404.80 per year (\$80.16 per sq. ft. x 30 sq. ft.) or 9.5% of revenue sharing, whichever is greater.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue-generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD:

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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign a Concession License Agreement between the City of El Paso ("City") and Ready Credit Corporation ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for three (3) additional one-year terms.

APPROVED this ____ day of _____, 2025.

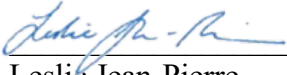
CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

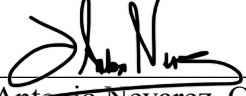
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

CONCESSION AND LICENSE AGREEMENT

**EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS**

**READY CREDIT CORPORATION
CONCESSIONAIRE**

**April 1, 2025
EFFECTIVE DATE**

AUTOMATED TELLER MACHINE CONCESSION AND LICENSE AGREEMENT

THIS CONCESSION AGREEMENT (this “Agreement”) is made this _____ day of _____, 2025 between the **CITY OF EL PASO** (“City”) and **READY CREDIT CORPORATION, a Nevada corporation** (“Concessionaire”).

WHEREAS, the City owns and operates the El Paso International Airport located in El Paso County, Texas (“Airport”);

WHEREAS, the Concessionaire is engaged in the operation of a banking business, including Automated Ready Station Kiosks (“Kiosks”) and is prepared, equipped and qualified to supply Kiosk services for the operation at the Airport;

WHEREAS, the City deems it advantageous to itself and to its operation of the Airport to grant a Concession Agreement and License to the Concessionaire the Kiosk concession areas and certain rights, licenses and privileges, as hereinafter set out; and

WHEREAS, the Concessionaire desires to operate Kiosks in the areas designated by the City in the Airport terminal building.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – CONCESSION PRIVILEGES

1.01 CONCESSION SITE.

The Kiosk shall be located and operated in one area: Lower Level across the Airline ticket counter for a total of 30 square feet (public area) of the Airport terminal building. Concessionaire shall coordinate the exact location of the Kiosk with the Managing Director of Aviation (the “Director”), and all will collectively be referred to hereinafter as the “Concession Site.” The specific location of the Kiosk may change from time to time and will be agreed upon and documented by the Director and Concessionaire who will identify the location on Exhibit “A” (airport terminal map) to be dated and signed by the Concessionaire and the Director.

1.02 DESCRIPTION OF PRIVILEGES, USES AND RIGHTS.

The City grants to the Concessionaire the following privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth:

- A. The exclusive right, license and privilege to locate, maintain, and operate two Kiosk in the Airport terminal building (the “License”) for the purpose of providing services to support conversion of cash to prepaid debit cards utilizing self-service kiosks to the public from the Concession Site (the “Services”).
- B. The concession rights granted herein shall be subject to all applicable laws, ordinances, rules and regulations.
- C. The right to temporarily install (or cause to be installed) and operate appropriate signs in the Concession Site to advertise the Kiosk; provided that such installation and operation shall be subject to the prior written approval of the Director.

- D. City hereby grants to Concessionaire the rights of ingress to and egress from the Concession Site by Concessionaire and its officers, employees, agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations relating to the use and operations at the Airport and subject further at all times, to the Director's approval and control.

1.03 CONDITIONS AND TERMS.

This Agreement is entered into subject to the following conditions and terms.

- A. That no alteration of the Concession Site or use of the Concession Site shall be made without the prior written consent of the Director. Concessionaire's activities shall be limited to the operation and maintenance of the Kiosk.
- B. The Director, from time to time, may require Concessionaire to relocate its Kiosk to other locations in or around the Airport terminal building during the term of this Agreement. The Director and Concessionaire will mutually agree on the location of all and any temporary Concession Site and will provide the Concessionaire ten business days' prior written notice of any relocation.
- C. The right to use public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules, regulations and ordinances of City now in force or hereafter prescribed or promulgated by charter authority or by law.
- D. The Concessionaire warrants and agrees that it is able to and will provide and maintain a first-class Kiosk, that is clean, fully functional have up-to-date technology, is of recent, modern design, high quality machine and service on the Concession Site including insuring that the Kiosk is operable efficient, quick and user friendly.
- E. Concessionaire will utilize only the roadways, or other direction, path, route, or form of travel City may designate, from time to time, for Concessionaire's operation and movement on or about the Airport.
- F. Any improvements, facilities, decorations, fixtures, equipment, supplies and cabinets furnished by the Concessionaire shall be in keeping with the general decor of the terminal building and shall be subject to the written approval of the Director prior to installation.

ARTICLE II - INSTALLATIONS BY CITY AND CONCESSIONAIRE

2.01 TERMINAL BUILDING SPACE.

- A. The City shall provide:
 - (1) Permission to install the Kiosk in a prominent location that would not cause damage to any pipes or electrical conduits in the foundation or floor at the Concession Site and will ensure that customer access to the Kiosk is never blocked or restricted.

- (2) Authorization to Enter Restricted Area. Concessionaire understands that all of its agents, employees, servants or independent contractors must be authorized by City to enter restricted areas as defined in Title 14 of the El Paso City Code as amended. Concessionaire understands that no person authorized to enter a restricted area by virtue of this Agreement may permit any other person who is not otherwise authorized to enter a restricted area unless such person is, at all times while in the restricted area, in the company of an authorized person as required. If armored personnel is required for installation, maintenance or cash replenishment services, police escort or other required security as required by the Director or designee must be coordinated in advance.
- (3) Existing lighting, air conditioning, Internet and other necessary telecom services or equipment, outlets and circuits necessary for proper functionality of the Kiosk, and electrical service for the Kiosk.
- (4) City represents and warrants the Concession Site complies with all requirements of all applicable governmental authorities in effect as of the Effective Date. During the Initial Term and any extensions or renewals thereof, City shall take appropriate and timely action to maintain the Terminal in compliance with all applicable governmental regulations, including without limitation, the Americans with Disabilities Act, hereafter imposed by order of any governmental agency or any other authority, at its sole cost and expense and without reimbursement from Concessionaire; provided, however, that if any requirement is imposed solely as a result of the specific and unique use of the Premises by Concessionaire, then Concessionaire shall bear the cost of compliance.
- (5) Notwithstanding any other provision of the Agreement to the contrary, City represents and warrants that all the systems and equipment that are the responsibility of City shall be in good operating condition on the Effective Date. If any of the described existing systems or equipment that are the responsibility of City shall fail during this Agreement, then City shall rectify such failure at its sole cost and expense, except for any systems installed by Concessionaire.

B. The Concessionaire shall provide:

- (1) Installation and regular maintenance of two (2) Kiosks that allows access to and use by Airport employees, customers, visitors and members of the public (collectively “customers”) 24 hours per day, seven days per week. Concessionaire must use diligence and care in the installation, placement, maintenance, and at the expiration or termination of this agreement, the dismantling and removal of the Kiosk, to avoid damage to Airport property and agrees that, if any such damage occurs, it shall and will, at its own cost, repair all such damage without delay in a diligent and professional manner to the reasonable satisfaction of the Director.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of the Concessionaire’s business. (Exhibit B – Kiosk diagram)

- (3) Cash and cash replenishment services to the Kiosk in amounts and on a regular basis to ensure that such Kiosk is in functional condition for use by customers, and such cash replenishment services shall be arranged with the Director or Designee. The Parties understand and agree that Concessionaire has set an initial card issuance fee (the “Card Issuance Fee”) **of \$6.00 per card to be charged to customers for the Services.** Notwithstanding the foregoing, Concessionaire shall have the right to lower the Card Issuance Fee to a minimum of \$3.00 and raise it to a maximum of \$6.50 for each prepaid debit card issued by a Kiosk pursuant to this Agreement. Concessionaire will provide Airport sixty (60) days’ notice in advance of any change to the Card Issuance Fee. Concessionaire agrees that the Card Issuance Fee charged to users of the Services will not be more than any Card Issuance Fee charged by the Concessionaire for each prepaid debit card issued from Kiosk placed by the Concessionaire within other United States domestic airport locations. The Kiosk must have a customer service number visible on the front of the Kiosk for customers to call when necessary.
- (4) Maintenance of equipment in a safe, neat and attractive condition at all times. No equipment, including but not limited to the Kiosk shall be installed or placed in the Terminal without the prior approval in writing of the Director.
- (5) Concessionaire is familiar with the restrictions imposed on City by 49 CFR Part 1540 and 1542 as amended and agrees to assume responsibility for compliance with said regulations as they relate to access and identification procedures on the Premises. Concessionaire recognizes that all persons in or on the Premises must comply with federal safety and security requirements and agrees that all employees shall, as a condition of being on the Premises, be badged by the Airport and that all other persons shall be escorted in accordance with Airport requirements. Concessionaire shall also require that all personnel of any subcontractor or subconcessionaire shall also be similarly badged and/or escorted.

2.02 ALTERATIONS, ADDITIONS OR REPLACEMENTS.

Following completion of the initial installations by the Concessionaire, the Concessionaire shall make no alterations, additions or replacements to the Concession Site without the prior written approval of the Director; provided, however, that ongoing maintenance required for the functionality of the Kiosk shall not constitute an alteration, addition, or replacement under this Section 2.02. Any improvements made without approval shall be considered a material breach of this Agreement, and City may terminate this agreement in accordance with the provisions set forth in Article VII and require Concessionaire to remove said unapproved improvement at Concessionaire’s sole cost.

ARTICLE III - SERVICES TO BE PERFORMED BY CONCESSIONAIRE

3.01 HOURS OF OPERATION.

The Kiosks will be available, operable and continuously open for business to the public seven (7) days a week 24 hours per day.

3.02 TYPE OF OPERATION.

The Concessionaire shall ensure that service is available on a fair, reasonable, and non-discriminatory basis to the public. The Service shall be adequate to meet the demands for Kiosk service on the Airport.

The Concessionaire shall maintain and operate the Kiosk in a clean, functional, user-friendly, and up to date manner and shall keep the Concession Site in a safe, clean, and orderly condition at all times, satisfactory to the City. The Service shall conform in all respects to federal, state and municipal laws, ordinances and regulations. The Concessionaire shall continuously maintain any necessary licenses or permits at its sole expense.

3.03 COMPLIANCE WITH LAWS.

Concessionaire, at Concessionaire's expense, agrees that in the event it installs, operates and/or maintains Kiosks on the Concession Site, all related activities of Concessionaire shall be done in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or Concessionaire, with respect to the use, or occupation of the Premises and any improvements thereon. By way of example and not in limitation of the foregoing, the execution of this Agreement and approval of Concessionaire's plans by the Airport shall not preclude the requirement that Concessionaire obtain all other approvals necessary for development of Concessionaire's project such as, but not limited to, all permits, franchises, licenses, certificates and other authorizations required by law and shall pay all special fees or charges levied or assessed within the banking.

Concessionaire agrees to comply with the Americans with Disabilities Act, make or cause to be made all such alterations to the Concession Site (but not to the Kiosks), and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990 and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to use or occupation of the Premises ("Disabilities Act"). For the avoidance of doubt, Concessionaire makes no representations with regard to Disabilities Act compliance or usage of its Kiosks. Kiosks are considered assisted service devices and therefore are not required to be fully complaint with the Disabilities Act. Concessionaire training procedures outline how Airport staff may support and assist customers with disabilities in utilizing the Kiosk and Services. The Kiosk does meet standards for wheelchair accessible height.

Concessionaire shall, at Concessionaire's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Concessionaire's use, operation, or occupation of the Concession Site including any improvements thereon.

3.05 SOLICITATION AND CONDUCT.

The Concessionaire shall prohibit its agents, servants, attendants, and employees from engaging in the solicitation of its Kiosk services on or about the Airport in a loud, boisterous, offensive or objectionable manner. In the event of questionable conduct in such solicitation, the Director or designee shall be sole judge in determining if said conduct is a violation of this paragraph. Upon receipt of notice from the Director or designee, the Concessionaire shall immediately take all steps necessary to eliminate the undesirable condition.

The Concessionaire, its agents, servants, attendants, and employees shall so conduct the Kiosk business on the Airport to maintain a friendly and cooperative relationship with other companies engaged in business at the Airport. The Concessionaire shall not engage in open public disputes, disagreements or conflicts that would tend to deteriorate the quality of the Kiosk service of the Concessionaire or which would be incompatible with the best interest of the public at the Airport. The Director or designee, shall have the right, but not be required, to resolve all such disputes, disagreements or conflicts; and her determination thereof or the manner in which

the Concessionaire shall thereafter operate shall be binding upon the Concessionaire.

3.06 TRASH, GARBAGE, ETC.

The Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the operation of its business.

3.07 COST OF KIOSK CONCESSION.

The Concessionaire shall bear, at its sole expense, all of its own costs of operating the concession and shall pay, in addition to the rent fee, all other costs connected with the use of the Concession Site and facilities, including, but not limiting the generality hereof, maintenance, insurance, any and all taxes, and all permits and licenses required by law; provided, however, that Concessionaire shall not be responsible for any costs or fees incurred by City or Airport or for any costs or fees not set forth herein. Notice of any increase to the Card Issuance Fee will be provided in accordance with Section 2.01(B)(3). The Concessionaire shall have the right, however, at the Concessionaire's sole cost and expense, to contest the legality of any tax, levy or assessment but shall not allow disputed amounts to remain unpaid during such contest. Failure to pay any taxes or assessments in a timely manner may result in termination of this Concession Agreement.

3.08 MAINTENANCE.

The Concessionaire shall, at its sole cost and expense, maintain the portion of the Concession Site where the Kiosk is located in good order and repair and in good and safe condition; repair all damages caused by its employees, patrons, customers or its operation of said service; and maintain and repair the Kiosk located on said Concession Site.

The Concessionaire further understands and agrees that the Director, or designee, shall be the sole judge of the quality of maintenance of the Concession Site. If the Kiosk fails to operate or provide adequate service to the customers, upon written notice by the Director or designee to the Concessionaire, the Concessionaire shall be required to repair the Kiosk back to working order. If said repair is not undertaken by the Concessionaire within ten (10) days after receipt of written notice, the City will have the right to perform the necessary repair through an appropriate contractor, the cost of such repairs and maintenance shall be borne by the Concessionaire.

ARTICLE IV - TERM OF AGREEMENT

4.01 TERM.

The initial term of this Agreement shall be for a period of one year, commencing on the Effective Date above with three (3) additional one (1) year options to extend, unless either party gives written notice to terminate to the other party no later than ninety (90) days prior to the expiration date of the current term.

4.02 NATIONAL EMERGENCY.

In the event the rights and privileges hereunder are suspended by reason of change in airport security regulations, war or other national emergency, the parties will negotiate in good faith a reasonable resolution of this Agreement under the circumstances.

ARTICLE V – FEES, RENT, MINIMUM ANNUAL GUARANTEE AND PERCENTAGE FEES

5.01 CONCESSION SITE RENT.

The Concessionaire agrees to pay \$80.16 per square foot of Concession Site per annum (the “Minimum Annual Guarantee” of “MAG”) and 9.5% revenue sharing after MAG whichever is greater (the “Concession Fee”), commencing on the Effective Date. For purposes of the calculation of rent, the parties agree that the Concession Site contains 30 square feet of space. Therefore, the rent due and payable to the City shall be either the Minimum Annual Guarantee of \$2,404.80 per year (\$80.16 per sq. ft.) or \$200.40 per month, whichever is greater. If the Concession Site is expanded to include additional locations, the Minimum Annual Guarantee will be adjusted to include the additional square footage. Beginning with the second Agreement Year and every Agreement Year thereafter, the MAG will be adjusted to equal the per square foot terminal rate as charged by the City as approved by City Council for its non-signatory agreements, as amended or revised from time to time.

The term “Transaction” is defined as use of any of the Kiosks by any customer whereby Concessionaire charges a fee to the customer. It shall be all-inclusive whether or not said income is made by cash or credit, or whether the income is collected or uncollected. Transactions made from the Concession Site shall include items ordered in the Concession Site, whether in person or by computer or telephone and items which will be delivered to a customer as a result of a sale on the Concession Site.

The MAG shall be \$200.40 paid in equal monthly installments, unless the Transaction Rent for the relevant month is greater. Any portion of a month of Kiosk installation or operation will be pro-rated.

5.02 RECORDS OF CONCESSIONAIRE.

With respect to business done by it hereunder, the Concessionaire shall keep true and accurate amounts, records, books, and data which shall show all sales made, and services performed for cash, credit, or otherwise, without regard to whether paid or not, and all Transactions of the Concessionaire, as defined in this Agreement.

The Concessionaire agrees to operate its business upon the Airport in such a manner that a receipt, if applicable, shall be issued with each Transaction. Records related to Transactions will be made available to the Airport within thirty (30) days and at no cost to the City after a request for the documents has been made by the Director. The Concessionaire further agrees to keep books and records, in accordance with generally accepted accounting practices, and such other records as the City may request. The receipts, if applicable, and all other books and records of the Concessionaire, in paper form or in electronic form, as referenced in this Agreement, shall be available for inspection or audit by authorized representatives of the City at all reasonable times during business hours for a minimum period of one (1) year after the end of each Agreement Year and after any hold over period, if any. If an audit is required, appropriate records will be maintained legally for a period of sixty (60) days after completion of the audit.

The City will have access to Concessionaire’s online portal showing the number of Transactions in each calendar month.

Within ninety (90) days following the end of each Agreement Year, a statement showing Transactions for the preceding Agreement Year shall be submitted and certified from the Concessionaire’s records by an officer of the corporation. Such statement shall be signed by Concessionaire’s CEO as an accurate report of the Concessionaire’s Transactions for the preceding Agreement Year. Such statement showing Transactions for the preceding Agreement Year is to be accompanied by the Concessionaire's payment covering any deficiency

between payment made during the preceding Agreement Year and the payment due for such Agreement Year as identified in the statement certified by the certified public accountant. If the statement indicates that the amounts due to the City is less than the payments made for the preceding year, then the City will reimburse to the Concessionaire the excess amount without interest. If the statement indicates that the amounts due to the City are more than the payments made for the preceding year, then Concessionaire will pay such amounts to the City.

5.3 AUDIT.

For the purpose of determining accuracy of reporting Transactions, the City may make a spot test audit and base its findings for the entire period upon such spot test; provided however, that such a spot test shall include at least twenty-five percent (25%) of the total time of the period being audited.

The Concessionaire further grants to the City or its designee the right, upon thirty (30) days' written notice to the Concessionaire, to examine, audit, or inspect books, records, and accounts of the Concessionaire pertinent to the purpose of verifying the accuracy of the reports and statements furnished to the City, and for checking the amount of rental or other payments lawfully due the City under the terms of this Agreement. Upon receipt of the written notice, the Concessionaire shall bring to a place in the El Paso, Texas metropolitan area which has been selected by the City all books and records, together with all appropriate backup documentation, necessary for the City to effectively monitor the appropriateness of all rental and other fees paid or to-be-paid by the Concessionaire under this Agreement. If, following any such audit, any element of rental or fees changes by more than two percent (2%), all costs of such audit, including counsel, accounting or expert fees, shall be paid by the Concessionaire to the City within thirty (30) days of the City submitting a bill to the Concessionaire. Otherwise, the cost of the audit will be borne by the City.

Failure of the City to exercise its right to audit the Concessionaire, as set forth herein, shall in no way be construed as a waiver of any right to payment by the City of any rental or fees due the City under the terms of this Agreement, and the City hereby expressly reserves its rights under common or statutory law, or otherwise, to enforce all terms of this Agreement, including any right to payment hereunder.

5.04 DELINQUENT RENT.

Without waiving any other right of action available to the City, any installment of rent, fees, or other monies accruing under the provisions of this Agreement that are not paid and received by the City by the twentieth day of the month in which payment is due, shall bear interest at the maximum rate allowed by law from the date when same was due by the terms hereof, until the same has been paid by the Concessionaire.

5.05 DEFAULT FOR FAILURE TO PAY RENT, FEES OR CHARGES.

Failure of the Concessionaire to pay any rent due within ten (10) days after the due date shall cause the Concessionaire to be in default under this Agreement. If the Concessionaire is in default for failure to pay amounts due, the City shall have the right, upon ten (10) days written notice or demand, to cancel this Agreement.

In the event of default under this section of the Agreement, the City shall then have the right to re-enter and resume possession of the Concession Site and to remove the Concessionaire's property there from without being guilty of any manner of trespass or conversion and without prejudice to any other remedies, which might be used by the City; provided, however, that the City will give Concessionaire an opportunity to remove the Kiosk during normal business hours prior to the City exercising its right to remove Concessionaire's property as provided in this Section 5.05.

5.06 PLACE OF PAYMENT.

All rent payments provided herein shall be paid to the City at the following address:

Accounting Division
El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278

Payment via electronic funds transfer is encouraged provided that it is made through a system approved by the Director.

5.07 [INTENTIONALLY OMITTED.]

ARTICLE VI - INSURANCE AND INDEMNIFICATION

6.01 Liability Insurance.

Concessionaire shall obtain, provide proof of, and maintain for the term of this Agreement, the following:

1. Commercial General Liability Insurance for the benefit of City and Concessionaire, as their respective interests may appear, including all the usual coverage known as: (a) Premises/operations liability, (b) Products/completed operations, and (c) Personal/advertising injury for minimum limits of One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence, and One Million Dollars for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.
2. Automobile Liability with Minimum Limits of \$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence; and
3. Statutory Workers' Compensation Insurance and Employers Liability Insurance with Minimum Limits of \$500,000 per occurrence.

City, its officials, employees, agents and contractors shall be named as an Additional Insured on Concessionaire's Commercial General Liability insurance, either in the policy itself and shall be reflected on the certificate of insurance or through an endorsement attached to the policy and the Concessionaire's Commercial General Liability insurance must contain a "blanket waiver of subrogation" clause in favor of the City.

The Concessionaire's Commercial General Liability insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the Concessionaire's and shall not contribute to the Concessionaire's Commercial General Liability insurance.

Concessionaire's Commercial General Liability insurance shall provide either in the policy itself and have reflected on the certificate of insurance or through an endorsement attached to the policy, that such Commercial General Liability insurance cannot be canceled or the amount of coverage changed without fifteen (15) calendar days prior written notice from Concessionaire to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums. All such policies of insurance shall be written by insurance companies authorized to do business in the State of Texas.

Prior to undertaking any work under this Agreement, the Concessionaire, at no expense to the City, shall furnish to the City a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in this Agreement. Any deductibles or self-insured retentions shall be declared to, and approved by the City.

Section 6.02 INDEMNIFICATION.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, CONCESSIONAIRE AGREES TO INDEMNIFY AND HOLD CITY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF CONCESSIONAIRE'S ACTIVITIES ON THE CONCESSION SITE, ITS USE OF THE CONCESSION SITE, OR FROM ANY BREACH ON THE PART OF CONCESSIONAIRE OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF CONCESSIONAIRE, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES. INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF CITY. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST CITY BY REASON OF ANY SUCH CLAIM, CONCESSIONAIRE, UPON RECEIPT OF WRITTEN NOTICE FROM CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO CITY. THE OBLIGATIONS OF CONCESSIONAIRE UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE AGREEMENT.

**ARTICLE VII - TERMINATION OF AGREEMENT, CANCELLATION,
ASSIGNMENT AND TRANSFER**

7.01 TERMINATION.

This Agreement shall terminate at the expiration of the term hereof, or sooner as provided in this Agreement, and the Concessionaire shall thereafter have no further interest or right in the Concession Site; *provided, however*, that Concessionaire shall be able to remove any Kiosk from the Concession Site upon termination or expiration of this Agreement.

7.02 CANCELLATION BY CITY.

This Agreement shall be subject to cancellation by the City in the event the Concessionaire shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days from the date said payments are due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of the Concessionaire's property.
- C. Make an assignment of any interest in this Agreement for the benefit of creditors.
- D. Be adjudged a bankrupt in involuntary bankruptcy proceedings.
- E. Be made a party to a receivership proceeding in which a receiver is appointed for the property of affairs of the Concessionaire.

- F. Abandon the Concession Site for ten (10) days.
- G. Default in the performance of any of the covenants and conditions required (except rental payments) herein to be kept and performed by the Concessionaire, and such default continues for a period of twenty (20) days after receipt of written notice from the City of said default.
- H. Violate any applicable laws, statutes or ordinances.

In any of the aforesaid events, the City may immediately cancel this Agreement and take immediate possession of the Concession Site (but not the Kiosk) and remove the Concessionaire's effects forcibly, if necessary, without being deemed guilty of trespassing and the Concessionaire shall cease all operation at the Airport immediately; provided, however, that Airport shall use due care in relocating any Kiosk until Concessionaire is able to remove such Kiosk from the Concession Site.

The failure of the City to declare this Agreement terminated upon the default of the Concessionaire for any of the reasons above shall not operate to bar or destroy the right of City to cancel this Agreement for any subsequent violation of the terms of this Agreement.

7.03 ASSIGNMENT AND TRANSFER.

The Concessionaire shall not assign, transfer, or sublease its rights granted hereunder without the prior written approval of the City

ARTICLE VIII - REDELIVERY

8.01 REDELIVERY.

The Concessionaire shall make no unlawful or offensive use of the Concession Site and will at the expiration of the term hereof or upon any sooner termination, without notice, quit and deliver up said Concession Site to the City peaceably, quietly and in as good order and condition, reasonable use and wear thereof excepted, as the same now are or may hereafter be improved by the Concessionaire or the City.

ARTICLE IX - GENERAL PROVISIONS

9.01 TIME IS OF THE ESSENCE.

Time is and shall be deemed of the essence in respect to the performance of each provision of this Agreement.

9.02 NOTICES.

All notices provided to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, or by overnight or express carrier with proof of delivery, addressed to the proper party at the following addresses:

| | |
|-------|---------------------------|
| CITY: | City Clerk |
| | City of El Paso |
| | P.O. Box 1890 |
| | El Paso, Texas 79950-1890 |

COPY TO: El Paso International Airport
6701 Convair Road
El Paso, Texas 79925-1099

CONCESSIONAIRE: Ready Credit Corporation
7100 Shady Oak Road
Eden Prairie, MN 55344
Email: finance@readycreditcorp.com

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

9.03 ATTORNEY'S FEES.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

9.04 AGREEMENT MADE IN TEXAS.

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts in El Paso County, Texas.

9.05 GENERAL CIVIL RIGHTS PROVISION.

Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the transferor. This provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

9.06 COMPLIANCE WITH FAA REQUIREMENTS AND NONDISCRIMINATION REQUIREMENTS.

Pursuant to Federal Aviation Administration Order 1400.11A, effective September 30, 2022, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree that Concessionaire shall comply with and shall cause its assignees, successors in interest, and any contractor, subcontractor, lower-tier subcontractor, or service provider of Concessionaire to comply with, to the extent required by applicable law, all provisions of **Exhibit "C", Federal Aviation Administration Required Provisions**, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein. In the event of breach of any of the provisions listed in Exhibit C, Lessor shall have the right to terminate the Agreement and to seek all other rights and remedies available to it under applicable law.

9.09 CUMULATIVE RIGHTS AND REMEDIES.

All rights and remedies of City here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by City of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

9.10 INTERPRETATION.

City and Concessionaire agree that this Agreement has been freely negotiated by both parties and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conclusion there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

9.11 AGREEMENT MADE IN WRITING.

This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

9.12 PARAGRAPH HEADINGS.

The Table of Contents of this Agreement and the captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

9.13 SEVERABILITY.

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

9.14 SUCCESSORS AND ASSIGNS.

All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon City and Concessionaire and their successors, assigns, legal representatives, heirs, executors and administrators.

9.15 TAXES AND OTHER CHARGES.

Concessionaire shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Concessionaire or City, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Concessionaire's use and/or occupancy of the Premises, during the term of this Agreement including any extensions or option periods granted thereto. City is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Concessionaire's use of the property or possession of the Premises.

Concessionaire in good faith may contest any tax or governmental charge; provided that Concessionaire may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

9.16 WAIVER OF WARRANTY OF SUITABILITY.

CITY DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. Except as otherwise provided in this Agreement, CONCESSIONAIRE HAS A LICENSE TO PROVIDE THE SERVICES THROUGH A KIOSK PLACED AT THE CONCESSION SITE AND THE CONCESSION SITE IS PROVIDED AS-IS AND CITY DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO CONCESSIONAIRE'S USE OF THE CONCESSION SITE FOR ITS INTENDED COMMERCIAL PURPOSE.

9.17 SURVIVAL OF CERTAIN PROVISIONS.

All Provisions of this Agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this Agreement hereunder shall survive such expiration or termination of this Agreement.

9.18 SUBORDINATION OF AGREEMENT.

All rights granted in this Agreement shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Agreement shall further be subordinate to the provisions of any existing or future agreements between City and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Concessionaire may cancel this Agreement in its entirety.

9.19 FORCE MAJEURE.

Neither party to this Agreement is responsible to the other party for non-performance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.

9.20 AUTHORIZATION TO ENTER AGREEMENT.

If Concessionaire signs this Agreement as a corporation, Concessionaire warrants to City that Concessionaire is a duly authorized and existing corporation, that Concessionaire is qualified to do business in the State of Texas, that Concessionaire has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Concessionaire is authorized to do so. Upon City's request, Concessionaire will provide evidence satisfactory to City confirming these representations.

(Signatures begin on following page)

CITY’S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2025.

CITY: CITY OF EL PASO:

Dionne L. Mack
City Manager

APPROVED AS TO FORM:

Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)

COUNTY OF EL PASO)

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

Notary Public, State of Texas

My Commission Expires:

(Signatures continue on following page)

CONCESSIONAIRE'S SIGNATURE AND ACKNOWLEDGMENT

ATTEST:

Denise Morgan
Name: DENISE MORGAN

CONCESSIONAIRE:
READY CREDIT CORPORATION,
a Nevada Corporation

Brian Hedberg
Name: Brian Hedberg
Title: Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF MN)
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 24th day of October, 2024
by Brian Hedberg, as President of Ready Credit Corporation (Concessionaire).

[Signature]
Notary Public, State of Minnesota

My Commission Expires:

1/31/2027



Exhibit "A" Terminal Map and Kiosk Location



DIGITALELPASO



FREE WI-FI PROVIDED BY DIGITAL EL PASO · AVAILABLE IN ALL AREAS

@FLYELP & #FLYELP

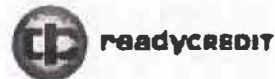
ReadySTATION[®]

Spec Summary – Benchmark Kiosk

Environmental Specifications

- Voltage range: 110-125V
- Frequency: 60 Hz
- Average Current: 1.2 A
- Max Current: 3.0 A
- Operating Temperature: 5°C to 45°C (41°F to 104°F) Dew Point: 26°C (79°F) maximum
- Relative Humidity: 10% to 90%
- Weight: 350 LBS
- Bill Note Capacity: 2200
- Card Hopper: 500
- Mag Strip Reader for Balance Checks
- Receipt in Printer or SMS/Text formats
- 66"-H, 26"-D, 31"D
- \$6 Per card Fee

U.S. Patent Nos. 7,766,255 and 8,893,963



Electrical Specifications

Must be a persistent AC power circuit connection (i.e. 24/7/365). The AC outlet must be a standard 15/20-amp circuit installed near the unit and be easily accessible to the operator. Unit has an UPS battery backup for short power interruptions. The system uploads data in the evening and is actively monitored therefore power must be consistent.

The ReadySTATION Power Cord comes out the back of the unit. The hole is on right side 2 inches just above the floor. The length of the power cord is 5 feet.

Communication Specifications

The ReadySTATION communicates with the Ready Credit data center via a built-in wireless cellular network modem. A physical firewall device that is integrated inside to establish a VPN for all communications. A persistent internet connection is required for communications and can be hardwired, or Wi-Fi enabled.

UL and FCC



ReadySTATION[®]

Spec Summary – Edge Kiosk

Environmental Specifications

- Voltage range: 110-125V
- Frequency: 60 Hz
- Average Current: 1.14 A
- Max Current: 5.0 A
- Operating Temperature: 5°C to 40°C (41°F to 104°F)
- Dew Point: 26°C (79°F) maximum
- Relative Humidity: 10% to 90%
- Weight: 300 LBS
- Bill Note Capacity: 1200
- Card Hopper: 500
- Receipt in Printer or SMS/Text formats
- QR Code Reader for Balance Checks

Electrical Specifications

Must be a persistent AC power circuit connection (i.e. 24/7/365). The AC outlet must be a standard 15/20-amp circuit installed near the unit and be easily accessible to the operator. Unit has an UPS battery backup for short power interruptions. The system uploads data in the evening and is actively monitored therefore power must be consistent.

The ReadySTATION Power Cord comes out the back of the unit. The hole is on center and 2 inches just above the floor. The length of the power cord is 4.0 feet.

Communication Specifications

The ReadySTATION communicates with the Ready Credit data center via a built-in wireless cellular network modem. A physical firewall device that is integrated inside to establish a VPN for all communications. A persistent internet connection is required for communications and can be hardwired, or Wi-Fi enabled.

Certifications

- UL and FCC

U.S. Patent Nos. 7,766,255 and 8,893,963



Exhibit “C”

Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

1. In all its activities within the scope of its airport program, Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as Concessionaire.
2. The above provision obligates Concessionaire for the period during which the property is owned, used or possessed by Concessionaire and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Concessionaire, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

D. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

1. Concessionaire for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

E. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Concessionaire, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
2. With respect to the Agreement, in the event of breach of any of the above Non-discrimination covenants, Lessor will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Subcontracts. Concessionaire agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. Concessionaire shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E).

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name Dylan Meyer

Business Name Ready Credit Corporation

Agenda Item Type Cash to Card Kiosk

Relevant Department Leasing

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.


OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:  Date: 1/30/2025



Legislation Text

File #: 25-261, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 3

Airport, Tony Nevarez, (915) 212-7301

Airport, Debbie Olivas, (915) 212-7337

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the City Manager, or designee, be authorized to sign a Fuel Site Lease between the City of El Paso and El Paso Fuel Facilities, LLC for the following parcel of Land:

All of Lots 31 and 32, and the West 60 feet of Lot 33, Block 4, El Paso International Airport Tracts, Unit One, City of El Paso, El Paso County, Texas, consisting of approximately 42,640 square feet, more or less, of land and commonly known as 7619 Boeing Drive, El Paso, Texas.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: _____

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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign a Fuel Site Lease between the City of El Paso and El Paso Fuel Facilities, LLC for the following parcel of land:

All of Lots 31 and 32, and the West 60 feet of Lot 33, Block 4, El Paso International Airport Tracts, Unit One, City of El Paso, El Paso County, Texas, consisting of approximately 42,640 square feet/ 0.979 acre, more or less, of land and commonly known as 7619 Boeing Drive, El Paso, Texas.

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Deborah Olivas
Aviation Business & Finance Assistant
Director

FUEL SITE LEASE

**El Paso International Airport
El Paso, Texas
Lessor**

**EL PASO FUEL FACILITIES LLC
Lessee**

April 1, 2025

Effective Date

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FUEL SITE LEASE

THIS FUEL SITE LEASE AGREEMENT (“Lease”) is made this ____ day of _____ 2025, by and between the **City of El Paso** (the “Lessor”) and **El Paso Fuel Facilities LLC**, a Delaware limited liability company (the “Lessee”).

WITNESSETH:

WHEREAS, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas (the “Airport”) said Airport being managed by the Director of Aviation, as that title is amended from time to time (“Director”);

WHEREAS, the Lessor and Southwest Airlines Co. (“Southwest”) entered into a Fuel Site Lease with an effective date of August 1, 1999, for that certain property located at 7619 Boeing Dr., El Paso, Texas (“SW Leased Premises”), which was amended by a First Amendment with an effective date of June 1, 2001, to add 24,600 square feet to the SW Leased Premises, by a Second Amendment with an effective date of July 9, 2019, and by a Third Amendment with an effective date of August 18, 2020 (collectively referenced as the “SWA Lease”); and

WHEREAS, Lessee proposes to lease on a net basis from Lessor certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto, including, without limitation, the right to use and operate the fuel receipt, storage and delivery systems located thereon; and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the parcel of land described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and operate said ground in accordance with standards established by Lessor if granted a lease of sufficient term on said ground area;

NOW THEREFORE in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant as follows:

ARTICLE I PREMISES AND PRIVILEGES

1.01 Description of Premises Demised.

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the following described real property located in El Paso County, Texas (collectively, the “Premises”):

All of Lots 31 and 32, and the West 60 feet of Lot 33, Block 4, El Paso International Airport Tracts, Unit One, City of El Paso, El Paso County, Texas, consisting of approximately 42,640 square feet 0.979 acre, more or less, of land and commonly known as 7619 Boeing Drive and more fully described on Exhibit "A" attached hereto and fully incorporated herein by reference.

1.02 Right of Ingress and Egress.

Lessor hereby grants to Lessee and its officers, employees, agents, servants, and business invitees the rights of ingress to and egress from the Premises over and across the public roadways serving the Airport for Lessee, its agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations as now or may hereafter have application at the Airport.

1.03 Right to Construct.

Lessee may construct permanent structures on the Premises after written request to and approval of Lessor, and said construction must be done in accordance with all applicable local, state and federal rules, regulations and City of El Paso ordinances. Lessee shall have the right, at the Lessee's sole cost and expense and with the prior written approval of the Director, to erect appropriate lighting on the Premises for the purposes of utilizing the Premises, subject to the rules, regulations, and ordinances of the City of El Paso, this Lease, and any applicable state or federal rules, regulations or laws.

1.04 Restrictions of Privileges, Uses and Rights.

Lessor hereby grants to Lessee the following general privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants hereinafter set forth and all of which shall be non-exclusive:

Lessee may use the Premises only for:

- (1) the operation of a Bulk Aviation Fuel Site Facility; the operation of a Bulk Aviation Fuel Site Facility is defined as the receipt, sale, purchase, storage and dispensing of aircraft and vehicle fuels, propellants, and lubricants of sufficient ratings, grades, quality, and quantity to meet reasonable demand;
- (2) the operation of a maintenance facility for the maintenance of Lessee's and/or its agents' ground service equipment used in conjunction with the operation of the Bulk Aviation Fuel Site; and
- (3) other related uses, as approved by the Director.

The use of the Premises as provided herein above shall be subject to compliance with the Rules and Regulations and Land Use Requirements attached hereto and incorporated herein for all purposes as Exhibit "B", as they may be from time to time modified, as well as compliance with

all the terms and conditions of this Lease. All uses of the Premises not specifically permitted herein are expressly prohibited.

1.05 Conditions of Granting Lease.

The granting of this Lease and its acceptance by Lessee are conditioned upon the following covenants:

A. That no functional alteration of the Premises shown on Exhibit A (excluding repairs, refurbishments or maintenance to the Bulk Aviation Fuel Site Facility and maintenance facility) or change in the uses of such premises, except as reflected in Section 1.04 hereinabove, shall be made without the prior written consent of Lessor;

B. That the right to use public Airport facilities in common with others authorized to use such facilities shall be exercised subject to and in accordance with the laws of the United States of America and the State of Texas, and with all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law; and

C. That Lessee will utilize only the roadways, taxiways, or other direction, path, route, or form of travel the Director may designate, from time to time, for Lessee's transportation or delivery of fuel or services on or about the Airport.

ARTICLE II TERM OF LEASEHOLD

2.01 Term.

The term of this Lease (the "Initial Term") shall be for a period of thirty (30) years commencing on April 1, 2025 (the "Effective Date").

2.02 Option to Extend.

If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease ("Option Period") for two (2) additional terms of five (5) years each by notifying Lessor in writing of Lessee's election at least one hundred eighty (180) days prior to the then current expiration date of this Lease.

2.03 Holding Over.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent of one and one-half (1.5) times the current monthly rent, unless the hold over is caused by the City staff not placing a new agreement with Lessee regarding the Premises at the end of the term of the present Lease on the City Council Agenda on a timely basis in which case the monthly rental rate in effect at the end of the term of the present Lease shall continue until the new agreement is executed. No receipt or acceptance of money by Lessor from Lessee after the expiration or

cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

2.04 National Emergency.

In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of time of such suspension.

ARTICLE III RENTALS

3.01 Ground Rental.

For the purpose of computing the rental payments, Lessor and Lessee agree that the Premises comprise 42,640 square feet, more or less. The annual ground rental for the Premises will be calculated on the basis of 42,640 square feet at \$0.24 per square foot per annum. Therefore, the annual rental shall be \$10,233.60 per year (the "Rent"). The covenant of Lessee to pay the Rent hereunder shall be an independent covenant, independent of all other covenants hereunder. The readjustment of rental is addressed in Section 3.04 below.

3.02 Commencement of Rental.

Payment of Rent by Lessee to Lessor as aforesaid shall commence on the Effective Date of this Lease. The Rent shall be paid in twelve (12) equal monthly installments. The Rent shall be paid in advance on or before the first day of each and every month during the term of this Lease.

3.03 Time of Payment.

All rental due hereunder shall be paid in twelve (12) equal monthly installments. Said monthly rental payments shall be paid in advance on or before the first day of each and every month during the term of this Lease and shall amount to \$852.80 per month.

3.04 Readjustment of Rent.

For the purpose of computing adjustments to rental payments, Lessor and Lessee agree as follows, with each adjustment effective as of the appropriate anniversary date, regardless of the date the actual adjustment is made:

- A. Rentals shall be adjusted on each fifth (5th) anniversary of the Effective Date of this Lease thereafter during the Initial Term and any Lessee's Option Period. Lessor and Lessee agree that percentage increases in the Consumer Price Index for all Urban Consumers (CPI-U) shall govern the rental readjustment for these anniversary dates. The parties further agree that for the purposes of computing such percentage increase during the Initial Term, the Base Year CPI-U shall be established as that rate in place ninety (90) calendar days prior to the Effective Date of this Lease. Rentals shall be adjusted pursuant to the percentage increase in the CPI-U from the Base Year CPI-U to the rate in place ninety (90) days prior to the

applicable date of readjustment (i.e. the fifth (5th) anniversary date of the Effective Date of this Lease).

In the event the CPI-U is not yet published or is otherwise unavailable for the month in which this Lease is effective, the price index used will be that price index for the closest preceding month for which the price index is available. In the event that the CPI-U is no longer published by the Bureau of Labor Statistics, Department of Labor at a time when an adjustment is to be made, Lessor and Lessee agree to use the consumer price index published by the Department of Labor that replaces the CPI-U or, if no replacement is available, but a reasonably comparable consumer price index exists, to use such comparable price index.

All readjustments shall be effective as of the fifth (5th) anniversary date, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted rental be less than the rate in place immediately prior to such readjustment nor more than twenty percent (20%) more than the rental established at the beginning of the immediately preceding five-year period.

- B. At the beginning of the forty-first year of Lessee's tenancy, the Rent shall be adjusted to a rate equal to eight percent (8%) of the then fair market value of the Premises, disregarding the value of any non-Lessor-owned improvements located on the Premises. In no event however, shall the Rent for the Option Period be less than the Rent established at the beginning of the immediately preceding five (5) year period. The Rent shall become effective as of the Option Period, regardless of the date the actual adjustment is made.

C. **Appraisal.**

Subject to paragraph B above, the fair market value of an identified parcel ("Parcel") shall be determined by either a current appraisal (less than three years old) of a similar property disregarding the value of any improvements thereon ("Current Appraisal") or a new appraisal of the Parcel disregarding the value of any improvements thereon. It shall be at the discretion of Lessor as to whether a Current Appraisal or a new appraisal shall be used. In the event a new appraisal is preferred, Lessor will select an appraiser from its list of qualified appraisers to establish the fair market value of the Parcel, disregarding the value of any improvements located on the Parcel. This appraisal or the Current Appraisal shall be known as the "First Appraisal."

Upon completion of the First Appraisal, Lessor shall provide Lessee with a copy of such First Appraisal and notify Lessee in writing of the rental rate, which shall be calculated as described in Section 3.04B. If Lessee agrees with the First Appraisal, or does not respond to Lessor in writing within fifteen (15) calendar days after receipt of the First Appraisal and the written notice as required herein, or it does not produce a Second Appraisal (as defined below) within 60 calendar days from Lessee's notice to proceed with said Second Appraisal, the First Appraisal and its resulting rent shall be deemed to be accepted by Lessee.

If Lessee disagrees with the rental rate resulting from the First Appraisal, Lessee, within fifteen (15) calendar days after receipt of said notice, shall notify Lessor in writing of Lessee's request for a qualified second appraisal ("Second Appraisal"). The second appraiser shall be selected by Lessee. The cost of the Second Appraisal shall be paid by the Lessee. The rental rate resulting from the Second Appraisal shall be calculated as described in Section 3.04B.

After the Lessee provides Lessor with the Second Appraisal, both parties have a 15 business day review period to consider same. If, by the 15th day, either the Lessor or Lessee disagrees with the rental rate resulting from the Second Appraisal, and a third appraisal ("Third Appraisal") is necessary, the Lessor and Lessee shall agree to an appraiser to provide the Third Appraisal. The cost of the Third Appraisal shall be paid equally by the Lessor and Lessee, and the Third Appraisal shall be the final determinant of the rental rate. There shall be no further appraisals beyond the Third Appraisal, regardless of whether either the Lessor or Lessee disagrees with the rental rate resulting from the Third Appraisal.

Lessee shall pay the Rent as determined by the First Appraisal under protest until there is a final determination of the fair market value for the Parcel for which the Rent is determined. Should the final determination of the fair market value of the Parcel be a lower rate than the fair market value of the Parcel determined by the First Appraisal, Lessee's account will be credited by Lessor accordingly.

3.05 Unpaid Rent, Fees and Charges.

Any installment of rent, any fees, or other charges or monies accruing under any provisions of this Lease that are not received by the twentieth (20th) day of the month in which payment is due, shall bear interest at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum allowed by law from the date when the same was due according to the terms of this Lease and shall accrue until actually paid by Lessee.

3.06 Place of Payment.

All payments required by Lessee herein shall be paid to Lessor at the following address:

Accounting Division
El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278

In lieu of payments being mailed to the above address, electronic payments may be made via any electronic payment system acceptable to Lessor.

ARTICLE IV OBLIGATIONS OF LESSOR

4.01 Operation as Public Airport.

Lessor covenants and agrees that during the term hereof, including any extensions thereto, it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal Airport Act.

4.02 Construction, Maintenance and Utilities.

Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

ARTICLE V OBLIGATIONS OF LESSEE

5.01 Net Lease.

This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in this Lease. Lessee shall:

- A. Keep and maintain the Premises and improvements located thereon in a good state of repair at all times;
- B. Pay all taxes and governmental charges of any kind whatsoever that may be assessed against the Lessee or the Lessor, with respect to the Premises or any improvements or uses thereon, during the term of this Lease, including any extensions or option periods granted.

The Lessee in good faith may contest any tax or governmental charge; provided that the Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to the Lessor, such action will not adversely affect any right or interest of the Lessor;

- C. Pay all casualty, bond, and liability insurance premiums required in accordance with this Lease; and
- D. Cover all ground area with concrete, asphalt or other comparable code compliant dust-free surfacing (such as millings), and shall fence the area with fence material approved by the Director.

5.02 Condition of Premises.

With the exception of Pre-Existing Conditions (as hereinafter defined), Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon subject to Lessee's right to construct limited improvements under the terms of this Lease. With the exception of the Pre-Existing Conditions, Lessee accepts the Premises "AS IS", with all faults, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises or improvements and shall not assume

responsibility for maintenance, upkeep, or repair necessary to keep the Premises or improvements in a safe and serviceable condition.

To the extent the Premises are subject to any Pre-Existing Conditions, Southwest hereby acknowledges and agrees that it remains liable for such Pre-Existing Conditions to the extent provided in the SWA Lease.

5.03 Compliance with Laws.

Lessee, at Lessee's expense, agrees that it will operate and maintain improvements on the Premises in accordance with the attached Rules, Regulations and Land Use Requirements (and as they may be from time to time modified), and in accordance with all applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those that impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any improvements thereon.

Lessee, at Lessee's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act, as amended, and any other applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Lessee shall, at Lessee's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including, but not limited to, the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic

under any Environmental Law and gasoline, oil, jet fuel, lubricants and all other petroleum products.

- (3) “Pre-Existing Conditions” shall mean any environmental conditions impacting the Premises as of the Effective Date including, without limitation, any Hazardous Materials located on or Released from the Premises on or before the Effective Date, and any environmental conditions identified in the environmental site assessment dated as of August 31, 2021 attached hereto as Exhibit “D”.
- (4) “Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

- (1) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its agents, employees, contractors, invitees, or a third party in violation of any Environmental Law; it being expressly understood and agreed that Lessee will have Hazardous Materials stored on the Premises and shall do so in accordance with this Lease and all applicable laws, rules and regulations of governmental agencies exercising jurisdiction.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CLAUSES CONTAINED IN THIS LEASE, BUT SUBJECT TO PARAGRAPH 5.03B(5) BELOW, LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR AND ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “INDEMNIFIED PARTIES”), FROM ANY CLAIM, DEMAND, SUIT, OR OTHER ACTION MADE OR BROUGHT BY ANY PERSON OR ENTITY AGAINST THE LESSEE ARISING OUT OF OR CONCERNING THIS AGREEMENT, THE AIRPORT, OR THE PREMISES, ALLEGING OR ARISING IN CONNECTION WITH CONTAMINATION OF, OR ADVERSE EFFECTS ON, THE ENVIRONMENT OR VIOLATION OF ANY ENVIRONMENTAL LAW OR OTHER STATUTE, ORDINANCE, RULE, REGULATION, JUDGMENT OR ORDER OF ANY GOVERNMENT OR JUDICIAL ENTITY THAT ARE INCURRED OR ASSESSED AS A RESULT (WHETHER IN PART OR IN WHOLE) OF ANY ACTIVITY OR OPERATION ON OR DISCHARGE FROM THE PREMISES OR ANY IMPROVEMENTS THEREON DURING THE TERM OF THE LEASE OR CAUSED BY LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS,

CONCESSIONAIRES OR LICENSEES.

This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action (i) that occurred on the Premises or any improvements thereon during the term of the Lease or (ii) undertaken by Lessee, its agents, contractors, employees, subtenants, concessionaires or licensees. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision in accordance with applicable law because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or groundwater on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

- (2) Without limiting the foregoing, but subject to paragraph 5.03B(5) below, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon results in any contamination of the Premises or any improvements thereon or any surrounding property, Lessee shall promptly take all actions at Lessee's cost and expense, without any contribution from Lessor, as are necessary to place the Premises or any improvements thereon or any surrounding property in compliance with all applicable Environmental Laws; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions will result in the Premises and/or any surrounding property complying with applicable Environmental Laws and, provided further, that nothing herein shall prevent or limit Lessee from pursuing any claim(s) for damages, reimbursement or contribution with respect to any third party responsible for the Release of any such Hazardous Materials.
- (3) Subject to paragraph 5.03B(5) below, Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws applicable to the Premises. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Lessee shall, at Lessee's cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans; provided that

nothing herein shall prevent or limit Lessee from defending against any such Governmental claim or from pursuing any claim(s) for damages, reimbursement or contribution with respect to any third party responsible for any matters giving rise to any such site characterization, site assessment and/or cleanup on or about the Premises or in any improvements thereon. At no cost or expense to Lessor, Lessee shall promptly provide all available information requested by Lessor to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

- (4) Lessee shall promptly notify Lessor of any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises.
- (5) Notwithstanding the foregoing or anything else to the contrary, in no event shall Lessee (i) have any obligation to indemnify, defend or hold harmless any of the Indemnified Parties from and against any liability, loss, damage, expense, penalties or legal and investigation fees or costs, arising from or related to any claim or action related to or arising from any Pre-Existing Conditions; (ii) be required to provide, undertake or otherwise pay for any environmental investigation or cleanup plan regarding any Pre-Existing Conditions, carry out any approved plan to the extent relating to the Pre-Existing Conditions and/or otherwise remediate, mitigate or cleanup Pre-Existing Conditions; or (iii) be required to provide, undertake or otherwise pay for any environmental investigation or cleanup plan regarding any Release resulting from the negligence or willful misconduct of any of the Indemnified Parties (a "Lessor Release"), carry out any approved plan to the extent relating to a Lessor Release and/or otherwise remediate, mitigate or cleanup any Lessor Release. This paragraph 5.03B(5) shall survive any expiration or termination of this Lease.

C. Fuel Storage Tanks.

- (1) Lessee acknowledges that the Premises presently contains two (2) above ground fuel storage tanks (AST) as identified in Exhibit "C" attached hereto and incorporated herein for all purposes. Lessee, during the term of this Lease plans to operate and maintain said fuel storage tanks on the Premises. In connection with the operation and maintenance of such storage, pumping and dispensing facilities, Lessee will comply with all applicable governmental regulations, laws, rules and ordinances, and all industry standards and insurance requirements, all at Lessee's cost, expense and risk, without contribution from Lessor.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CLAUSES CONTAINED IN THIS LEASE, BUT

SUBJECT TO PARAGRAPH 5.03B(5), LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY CLAIM, DEMAND, SUIT, OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON OR ENTITY AGAINST THE LESSEE ARISING OUT OF OR CONCERNING THIS AGREEMENT, THE AIRPORT, OR THE PREMISES, ALLEGING OR ARISING IN CONNECTION FROM THE LOCATION, CONTAINMENT, MAINTENANCE OR OPERATION OF ANY GASOLINE, JET FUEL, OR OTHER CHEMICAL OR PETROLEUM PRODUCT STORAGE, PUMPING AND DISPENSING EQUIPMENT ON THE PREMISES DURING THE TERM OF THE LEASE OR CAUSED BY LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES OR LICENSEES INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION OF THE PREMISES OR LEAKS FROM THE PREMISES MIGRATING TO ADJACENT PROPERTY DURING THE TERM OF THE LEASE OR CAUSED BY LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES OR LICENSEES.

- (2) Without limiting the foregoing, Lessee may not install any additional fuel storage tanks on the Premises without Lessor's written consent. Lessee warrants that it will file all the appropriate forms with the Texas Commission on Environmental Quality (TCEQ), or any successor agency, to show that Lessee is the owner of said tanks and, as such, accepts responsibility for such fuel storage tanks.

Notwithstanding any other provision in this Lease to the contrary, Lessor shall have the right of "self-help" or similar remedy upon thirty (30) days prior written notice to Lessee (provided that only reasonable notice shall be required in an emergency situation) in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises.

Lessee's failure or the failure of its agents, employees, contractors, invitees, or sublessees to comply with any of the requirements and obligations of this Section shall constitute a material default of this Lease and shall permit Lessor to pursue the remedies as set forth herein, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which Lessor may resort cumulatively, or in the alternative.

Upon expiration, termination or cessation of this Lease for any reason and after the complete removal of improvements, Lessee shall conduct such environmental testing as is reasonably necessary to determine whether the Premises are in compliance with applicable Environmental Laws. Subject to paragraph 5.03(B)(5), if such testing discloses the Premises are not in compliance with applicable Environmental Laws, Lessee shall promptly take all actions at Lessee's cost and expense, without any contribution from Lessor, as are necessary to place the Premises in compliance with all applicable Environmental Laws; provided that Lessor's approval of such

actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions will result in the Premises and/or any surrounding property complying with applicable Environmental Laws and, provided further, that nothing herein shall prevent or limit Lessee from pursuing any claim(s) for damages, reimbursement or contribution with respect to any third party responsible for the Release of any such Hazardous Materials.

5.04 Maintenance.

Lessee shall, at its sole cost and expense, maintain the Premises and the buildings, improvements and appurtenances thereto, in a presentable condition consistent Industry Standards (as hereinafter defined). Subject to normal wear and tear, Lessee shall repair all damages to said Premises; shall maintain and repair all equipment thereon, including any drainage installations, paving, curbs, islands, buildings and improvements.

As used herein, “Industry Standards” shall mean industry-recognized standard management practices applicable to the management and operation of jet fuel storage and distribution systems at the majority of airports in the United States similar to the Airport, including, but not limited to, those issued by the National Fire Protection Association, Airlines for America, the American Petroleum Institute, the FAA, and the Texas Commission on Environmental Quality to the extent such management practices issued by such institutions are specifically applicable to jet fuel storage and distribution systems located at airports in the United States similar to the Airport.

Lessee agrees not to paint, erect, or in any manner install any advertising on the exterior of the improvements or anywhere on the Premises, with the exception that Lessee may erect a sign displaying its name and business in accordance with Section 5.08 herein.

A. Fuel Storage Tank Inspection and Testing

Lessee shall, at its sole cost, perform inspections of the jet fuel and gasoline storage tanks located on the Premises in accordance with all Industry Standards, including but not limited to API standards. Lessee shall promptly provide the results of any such inspections to Lessor upon Lessor’s written request. Any and all resulting repairs and/or replacement of any portion of such storage tanks as a result of these inspections shall be performed in accordance with this Article VI at Lessee’s sole cost.

B. Leak Detection and Monitoring

Lessee will perform a leak detection test in accordance with Industry Standards on the jet fuel storage tanks and associated receipt and delivery pipelines located on the Premises on an annual basis for the term of the Lease. Lessee shall promptly provide the results of any such leak detection tests to Lessor upon Lessor’s written request.

If the jet fuel storage tanks and associated receipt and delivery pipelines, or any component thereof, does not receive a satisfactory leak rate result in connection with any such leak detection test, Lessee will re-test any and all components that

did not receive a satisfactory leak rate result as soon as reasonably possible and determine if the leak detection test failure represents a false positive, or if a release of fuel from the System may be occurring. If such subsequent leak testing does not achieve a passing result and a leak of Fuel from the System may be occurring, Lessee will promptly provide oral notification to Lessor, followed by prompt written notification of the test results used to identify the leak condition, the location of the leak, if known, and the plans for the repair of the leak. If the location of the leak is not known, Lessee will describe to Lessor how it plans to locate the leak, the process Lessee proposes to follow in repairing the leak, and how the repair will affect the operation of the Premises.

5.05 Utilities.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; subject to approval by all appropriate departments of the City of El Paso and Lessee shall pay for any and all service charges incurred therefor.

5.06 Trash, Garbage, and Other Refuse.

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Premises and the Airport, of all trash, garbage and other refuse caused as a result of the operation of its facility and activities. Lessee shall provide and use suitable covered commercial type receptacles for all such garbage, trash and other refuse, and will maintain these receptacles, screened from view of adjoining properties or public streets in an attractive, safe, and sanitary manner. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Premises, is not permitted.

5.07 Permitted Uses.

Lessee covenants and agrees that in no event will it enter into any business activity on the Premises other than those specified in Section 1.04.

5.08 Signage.

The following regulations shall apply to all signs displayed for observation from outside any improvements on the Premises whether displayed on, near or within a building:

- A. Permitted Sign. Signs on Premises shall be limited to those that identify the uses conducted on the site and those that are necessary for directional or safety purposes. Lessee shall maintain such signs in accordance with Industry Standards. Any other signs shall require the written approval of the Director prior to installation. Said written approval shall be at Director's sole discretion. Outdoor advertising, billboards or flashing lighting are not permitted.
- B. Lighting and Construction. All signs shall comply with all current or future building codes of the City of El Paso and with all current or future rules and regulations of the Federal Aviation Administration and its successor agencies. Lessee is solely responsible for obtaining all necessary permits and licenses.

5.09 Approval of Plans.

Approval of any and all improvements, plans, signs, or documents by the Director does not constitute approval of the City or any other local, state, or federal agency. It is specifically understood that the Airport is only one of numerous departments of the City and that, in addition to obtaining approval of the Director, Lessee shall be required to obtain the approval of other City departments, as appropriate.

5.10 Authorization to Enter Restricted Area.

Lessee understands that all of its agents, employees, servants, subtenants, invitees or independent contractors must be authorized by the Lessor to enter restricted areas as defined in Section 14.16 of the El Paso City Code as amended. Lessee agrees that no person authorized to enter a restricted area by virtue of this Lease may permit any other person who is not otherwise authorized to enter a restricted area unless such person is, at all times while in the restricted area, in the company of an authorized person.

5.11 Security.

Lessee is familiar with the restrictions imposed by 49 CFR 1540.105 and agrees to assume responsibility for compliance with said regulations as they relate to security procedures on the Premises.

5.12 Penalties Assessed by Federal Agencies.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against the Lessor or the Airport for any security violation as a result of or related to any act or failure to act on the part of Lessee, its agents, employees or independent contractors, Lessee shall reimburse the Lessor in the amount of the civil penalty assessed. Failure to reimburse the Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

5.13 Taxes.

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against the Lessee or the Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, or any improvements thereon, during the Term of this Lease including any extensions granted thereto (but excluding any income or similar taxes assessed against Lessor). Within thirty (30) days of the due date thereof, and at no charge to Lessor, Lessee will provide written proof reasonably satisfactory to the Director that all real estate and ad valorem taxes due and payable with respect to the Premises have been paid in full.

Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from the Lessee's use of the property or possession of the Premises.

Lessee in good faith may contest any tax or governmental charge, provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Lessor, such action will not adversely affect any right or interest of Lessor.

5.14 Governmental Filings.

In the event that Lessee submits any filing or response pertaining to its property, operations or presence at the Airport as allowed under this Lease with any governmental entity (other than the Internal Revenue Service), by way of example and not in limitation the Federal Aviation Administration (FAA), the Environmental Protection Agency (EPA) or the TCEQ or any successor agencies, Lessee shall provide duplicate copies to Lessor of such filing(s) or response(s) made at the time same are made.

ARTICLE VI INSURANCE AND INDEMNIFICATION

6.01 Fire and Other Risks Insurance.

Lessee, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee against loss or damage by fire and against loss or damage by other risks embraced by “extended coverage” and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called “Full Insurable Value”). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement, an appraisal of the Premises and improvements thereon shall be made by an appraiser selected by Lessee and acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selected be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee.

6.02 Liability Insurance.

Prior to the execution of this Agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below, in amounts not less than:

Aviation liability insurance and comprehensive form general liability insurance, covering bodily injury, personal injury, property damage, products/completed operations liability, premise liability, and contractual liability, with a liability limit of not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence;

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence; and

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence.

6.03 Environmental Liability Insurance.

For the duration of this Lease, the Lessee will obtain insurance covering the release of fuel, fuel products, chemical solvents, hazardous materials, and/or hazardous waste, with a minimum limit

of \$3,000,000 per incident and \$5,000,000 in the aggregate. To the extent not provided by the policy described in the preceding sentence, the Lessee will obtain Pollution Legal Liability and Remediation coverage applicable to underground or above ground fuel storage tanks, fueling or refueling operations with a limit no less than \$3,000,000 per claim or occurrence and \$5,000,000 in the aggregate. Such policy shall include coverage for bodily injury, property damage, personal injury and environmental site restoration, including fines and penalties in accordance with applicable federal and state law and regulations.

6.04 Authorized Insurance Companies.

All such policies of insurance and payment bonds shall be written by insurance and surety companies authorized to do business in the State of Texas and shall be written by companies with an AM Best Rating of A-VII or better. Certificates of insurance shall be delivered to Lessor at least ten (10) days prior to the Effective Date of this Lease. Each such insurance certificate shall contain:

- A. A statement of the coverage provided by the policy;
- B. A statement certifying the Lessor to be listed as an additional insured in the policy;
- C. A statement of the period during which the policy is in effect; AND
- D. An agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

6.05 Indemnification.

- A. INDEMNITY. LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR AND ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “INDEMNIFIED PARTIES”), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS WHATSOEVER, TO THE FULL EXTENT ARISING OUT OF THIS AGREEMENT OR LESSEE’S USE OF THE PREMISES OR THE AIRPORT (“CLAIMS”).**

IT IS THE INTENTION OF THIS INDEMNITY SECTION AND ALL INDEMNITY PROVISIONS IN THIS AGREEMENT THAT THE LESSEE’S INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE SHALL INCLUDE CLAIMS RESULTING FROM THE NEGLIGENCE OF LESSOR OR THE INDEMNIFIED PARTIES, BUT EXCLUDING THE GROSS NEGLIGENCE OR RECKLESS MISCONDUCT OF LESSOR AND/OR THE INDEMNIFIED PARTIES. NOTHING HEREIN SHALL SERVE TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO LESSOR UNDER TEXAS LAW NOR ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THIS

PROVISION SHALL NOT CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST LESSOR OR LESSEE NOR SHALL IT ENLARGE IN ANY WAY THE LIABILITY OF LESSOR OR LESSEE, THIS PROVISION BEING INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF LESSOR FROM LIABILITY FOR DAMAGE TO THIRD PERSONS OR PROPERTY AS SET FORTH IN THIS PARAGRAPH.

LESSEE SHALL ASSUME ON BEHALF OF THE INDEMNIFIED PARTIES AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE OF ALL CLAIMS AGAINST ANY OF THE INDEMNIFIED PARTIES. MAINTENANCE OF THE INSURANCE REQUIRED UNDER THIS AGREEMENT SHALL NOT AFFECT LESSEE'S INDEMNITY OBLIGATIONS. LESSEE MAY CONTEST THE VALIDITY OF ANY CLAIMS, IN THE NAME OF LESSOR OR LESSEE, AS LESSEE MAY IN GOOD FAITH DEEM APPROPRIATE, PROVIDED THAT THE EXPENSES THEREOF SHALL BE PAID BY LESSEE¹. IN NO EVENT MAY LESSEE ADMIT LIABILITY ON THE PART OF LESSOR WITHOUT THE PRIOR WRITTEN CONSENT OF THE EL PASO CITY ATTORNEY.

- B. WAIVER OF CONSEQUENTIAL DAMAGES. EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER ANY CONSEQUENTIAL INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES FROM THE OTHER PARTY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR INCOME, CLAIMS OF LESSEE'S CUSTOMERS, SUBTENANTS, AND CONTRACTORS, AND OTHER SIMILAR CLAIMS OR DAMAGES.**
- C. CLAIMS AGAINST LESSEE. IF ANY WRITTEN CLAIM, DEMAND, SUIT, OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON OR ENTITY AGAINST THE LESSEE ARISING OUT OF OR CONCERNING THIS AGREEMENT, THE AIRPORT, OR THE PREMISES, INCLUDING, NOT LIMITED TO CLAIMS, DEMANDS, SUITS OR OTHER ACTION RELATED TO SECTION 5.03, LESSEE SHALL GIVE WRITTEN NOTICE THEREOF TO LESSOR WITHIN TEN (10) BUSINESS DAYS AFTER BEING NOTIFIED OF SUCH CLAIM, DEMAND, SUIT, OR ACTION. SUCH NOTICE SHALL ENCLOSE A TRUE COPY OF ALL SUCH CLAIMS. SUCH WRITTEN NOTICE SHALL BE DELIVERED EITHER PERSONALLY OR BY MAIL AND SHALL BE DIRECTLY SENT TO THE EL PASO CITY ATTORNEY, P.O. BOX 1890, EL PASO, TEXAS 79950-1890 OR TO SUCH REVISED ADDRESS AS NOTIFIED BY DIRECTOR.**
- D. NOTHING IN THIS SECTION SHALL BE INTERPRETED TO LIMIT LESSOR'S ABILITY TO ADJUST RENTAL RATES AND OTHER FEES IN ACCORDANCE WITH THE OTHER TERMS AND CONDITIONS OF THIS AGREEMENT, AND APPLICABLE LAWS AND REGULATIONS. FURTHERMORE, NO PROVISION IN THIS AGREEMENT IS INTENDED TO LIMIT LESSOR'S ABILITY TO**

IMPOSE OTHER FEES IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

- E. THOSE PROVISIONS OF THIS SECTION THAT APPLY TO THE LESSEE SHALL ALSO APPLY TO ANY PARTY HOLDING BY, THROUGH, OR UNDER THE LESSEE.**
- F. LESSOR ASSUMES NO RESPONSIBILITY FOR ANY PROPERTY PLACED IN OR ON THE PREMISES OR ANY PART THEREOF, AND LESSOR IS HEREBY EXPRESSLY RELEASED AND DISCHARGED FROM ANY AND ALL LIABILITY FOR ANY LOSS, INJURY OR DAMAGE TO PERSONS OR PROPERTY THAT MAY BE SUSTAINED BY REASON OF THE OCCUPANCY OF THE PREMISES UNDER THIS AGREEMENT, UNLESS SAME IS CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF LESSOR, ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES.**

**ARTICLE VII
DESTRUCTION OF IMPROVEMENTS BY FIRE
OR OTHER CASUALTY**

7.01 Cancellation of Lease.

Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, Lessee may cancel this Lease by giving Lessor written notice within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate and Lessee shall return the Premises to Lessor clear of all improvements in accordance with Article X, Section 10.06 hereinbelow. All Rents payable under this Lease shall be prorated and paid to the date of such termination. Should Lessee fail to provide such notice, the Lease shall not be canceled.

**ARTICLE VIII
CONDEMNATION**

8.01 Definitions.

The following definitions apply in construing the provisions of this Lease relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

- A. “Taking” means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place on the Date of Taking.
- B. “Total taking” means the taking of the fee title to all or substantially all of the Premises and improvements thereon.

- C. “Substantial taking” means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;
 2. The conduct of Lessee’s business on the Premises would be substantially prevented or impaired; or
 3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Lease.
- D. “Partial taking” means the taking of a fee title that is not either a total or substantial taking.
- E. “Improvements” includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.
- F. “Notice of intended taking” means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a notice of intent to take in writing containing a description or map reasonably defining the extent of the taking.
- G. “Award” means compensation paid for the taking, whether pursuant to judgment, or by agreement, or otherwise.
- H. “Date of Taking” means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

8.02 Notice of Condemnation.

The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

- A. Notice of intended taking;
- B. Service of any legal process relating to condemnation of the Premises or

improvements; or

- C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

8.03 Rights of Parties during Condemnation Proceeding.

Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authorities shall be made without the consent of all parties. Each party agrees to execute and deliver to any other party hereto any instrument that may be required to facilitate the provisions of this Lease relating to the condemnation.

8.04 Taking of Leasehold.

Upon a total taking, Lessee's obligation to pay rent and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall continue until the taking is completed by deed, contract or final order of condemnation. If the taking is substantial under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the intended taking, elect to treat the taking as a total taking. If Lessee does not so notify Lessor, the taking shall be deemed a partial taking. Upon a partial taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the rent payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

8.05 Total Taking.

All of Lessee's obligations under the Lease shall terminate as of the Date of Taking. Upon a total taking, all sums awarded for any Lessee-owned improvements and the leasehold estate shall be disbursed to Lessee. All sums awarded for the Premises, as unencumbered by the Lessee-owned improvements, but subject to the Lease, shall be disbursed to Lessor.

8.06 Partial Taking.

Upon a partial taking, all awards shall be disbursed as follows:

- A. To the cost of restoring the improvements on the Premises; and
- B. The balance, if any, to Lessor and Lessee as follows: Lessee shall receive all sums awarded for Lessee-owned improvements and the Leasehold estate. Lessor shall receive all sums awarded for the Premises as unencumbered by the improvements but subject to the Lease.

8.07 Obligations of Lessee Under Partial Taking.

Upon any such partial taking, all of Lessee's obligations under the Lease with respect to the Premises subject to such partial taking shall terminate as of the date of such taking including, without limitation, any obligation to (a) repair or reconstruct the improvements on Premises subject to such partial taking or (b) pay rent with respect to the Premises subject to such parties taking.

8.08 Taking of Temporary Use of Premises and Improvements.

Upon any taking of the temporary use of all or any part or parts of the Premises or improvements, or both, for a period of less than any estate less than one month, neither the term nor the rent shall be reduced or affected in any way and Lessee shall be entitled to any award for the use or estate taken. If a result of the taking is to necessitate expenditures for changes, repairs, alterations, modifications or reconstruction of the improvements to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such taking, Lessee shall receive, hold and disburse the award in trust for such work. At the completion of the work and the discharge of the Premises and improvements from all liens or claims arising therefrom, Lessee shall be entitled to any surplus and shall be liable for any deficiency.

If any such taking is for more than one month, the taking shall be treated under the foregoing provisions for total, substantial and partial takings.

ARTICLE IX ENCUMBRANCES

9.01 Encumbrance.

As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiary under a deed of trust. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

- A. The amount of the obligation secured by the Mortgage;
- B. The date of the maturity or maturities thereof; and
- C. The name and mailing address of the Mortgagee.

After receipt of such notice, Lessor shall serve such Mortgagee by certified mail at the latest address furnished by such Mortgagee a copy of every notice of default or demand served by Lessor upon Lessee under the terms and provisions of this Lease so long as such Mortgage is in effect.

9.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within one hundred and twenty (120) days, to

commence performance within such one-hundred-twenty day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or

- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.

9.03 Rights on Foreclosure.

In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring Lessee's interest in lieu of foreclosure shall succeed to all of Lessee's rights, interests, duties and obligations under this Lease.

ARTICLE X EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

10.01 Expiration.

This Lease shall expire at the end of the term or upon thirty (30) days written notice from Lessee to Lessor that Lessee has identified other fueling facilities which have been approved by the Director.

10.02 Cancellation.

Subject to the provisions of Article IX above, this Lease shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises;
- E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for

the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

In any of the aforesaid events, which shall be events of default hereunder, Lessor may take immediate possession of the Premises including any and all improvements thereon and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of Lessor to declare this Lease canceled upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

10.03 Repossessing and Reletting.

In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease, and for such time as provided herein, Lessor may at once thereafter, or at any time subsequent during the existence of such breach or default:

- A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary in accordance with Texas law; and
- B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

10.04 Assignment and Transfer.

Lessee may not assign or transfer this Lease; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 U.S.C. §§101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

10.05 Subleasing.

No Subleasing of the Premises is permitted.

10.06 Rights upon Expiration.

At the expiration of this Lease, Lessee shall return the Premises to Lessor clear of all improvements above and below ground level and have the soil compacted and restored to its original condition in accordance with Lessor's reasonable specifications, with no subterranean uses and must be in compliance with applicable Environmental Laws.

Within one hundred twenty (120) days prior to the expiration of this Lease and prior to removing any improvements from the Premises, Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. A contract surety bond in a sum equal to the full amount for the removal of improvements and the compaction of the soil.

Said bond shall guarantee the faithful performance of necessary construction and completion of removal of the improvements and compaction in accordance with approved final plans and detailed specifications which have been approved by the Director and appropriate City departments; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described as herein provided.

- B. A payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the removal and compaction contract awarded. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said removal and compaction contract.

In accordance with Section 3503.004 of the Texas Insurance Code, if a performance bond is in an amount in excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion, and subject to approval by the City Attorney, in an amount equal to the full amount of the removal and compaction contract awarded. Such Letter of Credit shall be issued by a national banking association shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the removal and compaction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds

to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the removal contract awarded or (ii) complete removal of the improvements contemplated by the removal and compaction contract.

In addition, upon expiration of this Lease for any reason and no later than thirty (30) days after the complete removal of improvements, Lessee, shall provide Lessor with an engineering report on the compaction of the Premises and shall fulfill the requirements identified in Paragraph 5.03 of this Lease and if, in the opinion of Lessor, the engineering report on compaction indicates the soil has not been compacted in accordance with approved plans or if the Premises are in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with approved plans and applicable Environmental Laws.

Lessee shall have one hundred and eighty (180) days after expiration in which to remove such improvements and compact the soil, at its sole cost and expense; provided that any occupancy by Lessee for the purposes of removing the improvements and compacting the soil and for completing any required remediation of the Premises shall be subject to the rent due hereunder and provided further that Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) days.

If Lessee fails to remove said improvements and compact the soil, to provide the required engineering report or an environmental assessment or to complete any required remediation of the Premises, Lessor may elect to perform the identified requirements and Lessee shall promptly reimburse Lessor for all its costs upon written notice from Lessor.

Lessor acknowledges and agrees that all of the improvements on the Premises as of the Effective Date of this Lease and any improvements constructed during the Term of this Lease are the sole property of Lessee and Lessee must remove all such improvements at Lessee's sole cost.

10.07 Landlord's Lien.

It is expressly agreed that in the event of default in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all goods, chattels, tangible personal property or equipment, save and except delivery vehicles or rolling stock, belonging to Lessee which are placed in, or become a part of, the Premises, as security for rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's tangible personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission and any other laws pertaining thereto and with the rules and regulations of the Railroad Commission of the State of Texas. Lessor agrees that Lessor will not levy a landlord's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the possession of Lessee, any sublessee or any assignee of the Lessee. In the event Lessor exercises the option to terminate the leasehold as provided herein, the Lessor, after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's tangible personal property

on the Premises and sell it at public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after which any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

ARTICLE XI GENERAL PROVISIONS

11.01 Rules, Regulations and Land Use Requirements.

This Lease is subject to the terms, covenants and conditions contained in the Rules, Regulations and Land Use Requirements attached hereto as Exhibit “B” and as they may be amended by Lessor from time to time. Lessor reserves the right to revise the standards set forth in Exhibit “B”; provided, however, that such revisions will not, in Lessor’s opinion, cause a substantial reduction in the value of Lessee’s leasehold interest. Lessor’s right to revise the restrictions and covenants contained in Exhibit “B” includes, but is not limited to, the right to revise said document because of the development of new concepts or improved construction and architectural techniques.

11.02 Right of Flight.

The City of El Paso reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the El Paso International Airport.

The City of El Paso reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at El Paso International Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

The City of El Paso reserves for itself, its successors and assigns the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the El Paso International Airport and the right to prevent any other use of the Premises which would constitute an airport hazard.

11.03 Time is of the Essence.

Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.

11.04 Notices.

All notices provided to be given under this Lease shall be given by a) expedited delivery service with proof of delivery, or b) United States Mail, postage prepaid, certified or registered mail, return

receipt requested, addressed to the proper party at the following addresses:

LESSOR: City Clerk
City of El Paso
P.O. Box 1890
El Paso, Texas 79901-1890

COPY TO: Director of Aviation
El Paso International Airport
6701 Convair Rd.
El Paso, Texas 79925-1099

LESSEE: El Paso Fuel Facilities LLC
c/o Southwest Airlines
Attn: Dennis Wallace
2702 Love Field Drive, HDQ-4PF
Dallas, Texas 75235

COPY TO: Quarles & Brady LLP
Attn: Christopher DeMent
300 N. LaSalle Street, Suite 4000
Chicago, Illinois 60654

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days' prior written notice to all other parties in the manner set forth in this Section.

11.05 Attorney's Fees.

If Lessor or Lessee brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees.

11.06 Agreement Made in Texas.

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Lease. Venue shall be in the courts in El Paso County, Texas.

11.07 General Civil Rights Provision.

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

11.08 Compliance FAA Requirements and Nondiscrimination Requirements.

Lessee shall comply with and shall cause its assignees, successors in interest, and any contractor, subcontractor, lower-tier subcontractor, or service provider of Lessee to comply with, to the extent required by applicable law, all provisions of **Exhibit E, Federal Aviation Administration Required Provisions**, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein.

11.09 Affirmative Action.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Lessee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

11.10 FAA Order 1400.11.

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. Tenant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (Federal Aviation Administration Order 1400.11, Appendix 4) as same may be amended from time to time (the “Acts and Regulations”) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. The Tenant for itself, its successors in interest and assigns, as a part of the

consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the term of this Lease, Tenant for itself, its assignees, and successors in interest, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority

Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).

B. In the event of breach of any of the covenants in this section 3, Landlord shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

11.11 Cumulative Rights and Remedies.

All rights and remedies of Lessor here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

11.12 Interpretation.

Words of gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

Lessee and Lessor agree that this Lease has been freely negotiated by both parties and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

11.13 Agreement Made in Writing.

This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

11.14 Paragraph Headings.

The Table of Contents and the captions of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

11.15 Severability.

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a

provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11.16 Survival of Certain Provisions.

All provisions of this Lease which expressly or impliedly contemplate or require performance after the expiration or termination of this Lease hereunder shall survive such expiration or termination of this Lease, including without limitation, the indemnification provisions of Sections 5.03 and 6.04.

11.17 Successors and Assigns.

All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successors, assigns, legal representatives, heirs, executors and administrators.

11.18 Restrictions and Reservations.

This Lease is subject to all rights-of-way, easements, dedications, restrictions, and other encumbrances of record and running with the land. Lessor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

Lessor reserves for itself and any authorized agent to, at any reasonable time and without notice, enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with the all Environmental Law and the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

11.19 Subordination of Lease.

All rights granted in this Lease shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Lease shall further be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises; Lessee may cancel this Lease in its entirety.

11.20 Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY OTHERWISE HAVE ARISEN BY OPERATION OF LAW. LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS IN THE FACILITIES THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR THAT THESE ESSENTIAL FACILITIES WILL REMAIN IN A SUITABLE CONDITION. EXCEPT WITH RESPECT TO ANY PRE-EXISTING CONDITIONS, LESSEE LEASES THE PREMISES "AS IS", WHETHER SUITABLE OR NOT, AND WAIVES THE IMPLIED WARRANTY OF SUITABILITY.

11.21 Authorization to Enter Lease.

Lessee warrants to Lessor that Lessee is a duly authorized and existing limited liability company, that Lessee is qualified to do business in the State of Texas, that Lessee has full right and authority to enter into this Lease, that each and every person signing on behalf of Lessee is authorized to do so and that the Lease is fully binding upon Lessee in accordance with its terms. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

11.22 Independence of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing a partnership relationship between the parties hereto, or as constituting the Lessee as the agent, representative or employee of the Lessor for any purpose or in any manner whatsoever. Lessee is to be, and shall remain, an independent contractor with respect to all services performed hereunder.

11.23 Effective Date.

Regardless of the date signed, this Lease shall be effective as of the date indicated in the Term section of Lease. Lessor and Lessee shall, upon request by either party, execute and acknowledge a memorandum of this Lease in form and substance reasonably acceptable to Lessor and Lessee. Lessee shall provide to Lessor a copy of any memorandum filed of record in the Real Property Records for El Paso County, Texas.

[Signatures begin on following page]

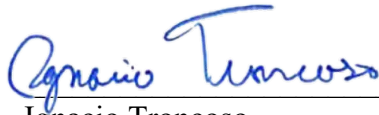
LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have approved this Lease on the date first noted above.

LESSOR: CITY OF EL PASO:


Dionne Mack
City Manager

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Deborah Olivas
Aviation Business & Finance Assistant
Director

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)

COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____ 2025,
by **Dionne Mack** as **City Manager** of the **City of El Paso, Texas** (“Lessor”).

My Commission Expires:

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE: EL PASO FUEL FACILITIES LLC



Printed Name: DENNIS WALLACE

Title: EL PASO FUEL FACILITIES LLC CHAIR

ACKNOWLEDGMENT

STATE OF TEXAS)

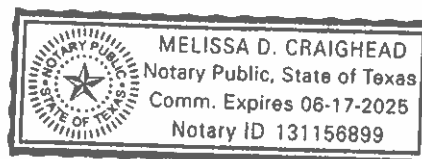
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 20TH day of JANUARY, 2025,
by DENNIS WALLACE CHAIR, of El Paso Fuel Facilities LLC ("Lessee").

My Commission Expires:


05-17-2025

Notary Public, State of Texas

**SOUTHWEST SIGNATURE AND ACKNOWLEDGMENT WITH RESPECT TO ITS
OBLIGATIONS UNDER SECTION 5.02 HEREOF**

SOUTHWEST: SOUTHWEST AIRLINES CO.


Printed Name: DENNIS WALLACE
Title: ASSOCIATE REGIONAL MANAGER
FUELS OPERATIONS

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

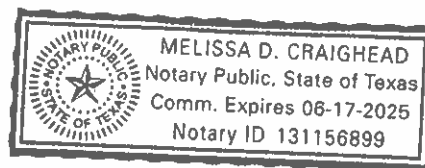
This instrument was acknowledged before me on this 20TH day of JANUARY,
2025, by DENNIS WALLACE, as ASSOCIATE REGIONAL, of Southwest Airlines
Co. ("Southwest").
MANAGER OF FUELS OPERATIONS

Notary Public, State of Texas



My Commission Expires:

05-17-2025



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name

Business Name

El Paso Fuel Facilities LLC

Agenda Item Type

Relevant Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.


OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: Dennis Wallace, Chair  Date: 17 FEB 25



Legislation Text

File #: 25-262, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 3

Airport, Yvette Hernandez, (915) 212-1860

Airport, Tony Nevarez, (915) 212-7301

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the City Council approves a Change Order No. 3 to Contract No. 2023-0430 for the ELP Relocation of Taxiway Mike with Jordan Foster Construction in the amount of \$251,910.40 for the additional cost related to greater construction efficiency, increased safety, and reduced impacts to airport operations. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. Fourteen (14) additional calendar days will be added for the completion of the work. The new contract sum, including this Change Order notice is \$15,099,712.40. The City Manager, or designee, is hereby authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: Gvette Hernandez

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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council approves a Change Order No. 3 to Contract No. 2023-0430 for the ELP Relocation of Taxiway Mike with Jordan Foster Construction in the amount of \$251,910.40 for the additional cost related to greater construction efficiency, increased safety, and reduced impacts to airport operations. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. Fourteen (14) additional calendar days will be added for the completion of the work. The new contract sum, including this Change Order notice is \$15,099,712.40. The City Manager, or designee, is hereby authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

APPROVED THIS _____ DAY OF _____ 2025.

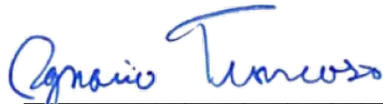
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

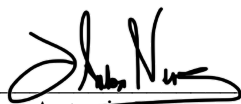
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

Contract Change Order Coversheet /Checklist
City of El Paso Capital Improvements Department

Project Name: ELP Relocation of Taxiway Mike

Date Received: November 26th, 2024

Solicitation Number: 2023-0430

Contractor: Jordan Foster Construction

Change Order Number: 3

Date CO was identified: March 1st, 2024

Funding Type: QOL ☐ General Fund ☐ TX DOT ☐

CDBG ☐ FTA ☐ Airport ☒

Contingency: \$1,000,000.00 Original Budget: \$14,785,870.00

Current Remaining Budget: \$8,558,698.73 PO No.(s) CEP35-240000049

Identified by: DOR ☐ Contractor ☐ User Dept. ☐

CID ☐ Other ☒ (Identify : El Paso International Airport)

Impacts: Cost \$ 251,910.40 Time* 14 (Check all that Apply) * Identify Schedule activity impacted, **attach** frag-net justifying time.

No change order shall be approved unless work is ordered in writing by the Owner Designated Rep

If Written Order provided prior to formal execution of CO **attach** copy of the written directive, and justification, as why the direction was necessary prior to a formal agreement. Attach concurrence of representative having authority to execute change order(s) for the city of El Paso, Contract Specific by Resolution. If formal RFP was provided to contractor **attach** copy. If E-mail was direction provided to contractor attach Copy.

Change order Type Check One: Mandatory ☐ Discretionary ☒ (Mandatory Violets Written code/standard, or will not function for intended purpose)

If mandatory **attach** justification, Direction from DOR and /or code/ standards references that the CO corrects, or Documentation from User Department Head explaining why the change is required

Differing site condition
User requested Change **
Designer Directive (ASI)
Value Engineering Change

☒
☒
☐
☐

Engineering Change/Construction Deficiency
Substitution Contractor initiated
Error and omission
Quantity Adjustment
Contract Unit Price Adjustment

☐
☐
☐
☒
☒

** Identify Funding source: Airport Grant Funded Projects **attach** Concurrence of Grant Funded program Director

Justification:

Multiple pavement construction projects near the ELP terminal are underway or planned over the next year. The Taxiway M Relocation construction is in progress and the adjacent Five Node Remediation is upcoming in the near future. Because of funding uncertainties, the sequencing of these projects was not solidified at the time of design. The two projects connect at the Runway 8R safety area. Work in this area requires a shut down of Runway 8R-26L during construction. Once funding and project sequencing were finalized, the area around the Runway 8R safety area was re-evaluated. By moving some of the Five Node work into the Taxiway M project, the impacts to Runway 8R-26L will be significantly reduced. The work includes grading and drainage in this area along with reconfiguration of the electrical infrastructure to work with the ultimate layout. The changes increase the scope of work to the Taxiway M project, but do not represent a major change in the work when viewed globally across the projects. The result of the change is greater construction efficiency, increased safety, and reduced impacts to airport operations.

Quantity Adjustment/Contract Unit Price Adjustment: The current design and quantities for the Relocation of Taxiway Mike project were developed prior to the design of an upcoming airfield project that will be under construction after the completion of this current project. This proposal was discussed over several time periods to minimize the amount of taxiway and runway closures, minimize additional work on both projects, the Engineer of Record (EOR) issued the following design and quantity amendments on March 1st, 2024.

Method Utilized for implementing change

(Reference general conditions 2.5.2) Check all that apply

- | | | | |
|-----|-------------------------------------|-------------------------------------|--|
| . 1 | Unit Bid Prices Previously Approved | <input checked="" type="checkbox"/> | (attach Copy of supporting documents) |
| . 2 | An Agreed upon Lump Sum | <input type="checkbox"/> | (Attach record of Negotiations, and Cost Analysis) |
| . 3 | Actual Cost (Force Account Change) | <input type="checkbox"/> | (Attach Detailed record as per 2.2.5.2.3) |

Cost/Price/Time Analysis

Attach Copy of analyst justifying cost and quantities

Contractors proposed cost: \$251,910.40
Final Negotiated amount: \$251,910.40
Time: Requested 14 days, justified 14

Independent Cost Estimate prepared Yes ☐ (A cost estimate was prepared by the Architect and Project Manager) No ☒ Validated, Vender Quotes, Published Data, Previously agreed Costs, Other (attach documentation of cost analysis)

Contract Change Reference: Reference Plan /Spec change, Describe Change (Attach additional sheets if necessary)

Narrative Description of Change SOW:

Quantity Adjustment/Contract Unit Price Adjustment: The following bid quantities will include the reduction, adjustment, and addition of respective quantities under the following project specifications, per the respective PCO – Rev. 1, dated November 26th, 2024:

- SS - - Supplemental: SS-300 Basic Electrical Requirements, SS-301 Electrical Demolition and Relocation Work, SS-305 Directional Boring, SS-310 Airport Lighting Systems, and SS-320 Approach Lighting Systems (REIL)
- L - - Electrical: L-108 Underground Power Cable for Airports, L-110 Airport Underground Electrical Duct Banks and Conduits, L-115 Electrical Manholes and Junction Structures, and L-125 Installation of Airport Lighting Systems
- P - - Surfaces: P-101 Preparation/Removal of Existing Pavements
- D - - Drainage: D-754 Concrete Gutters, Ditches, and Flumes
- NEW ITEM - - Clearing and Grubbing

The scope of work includes the demolition, procurement, and installation of the following quantities/items per the respective project plans and specifications, with an additional fourteen (14) days of contract time and an increase of \$251,910.40 to the contract amount.

Existing Drawing Reference: Not applicable

Existing Specification Reference: Not applicable

New Drawings/Specifications Reference: C-205 DEMOLITION PLAN V (REV. 1), C-206 DEMOLITION PLAN VI (REV. 1), C-406 ELEVATION PLAN I (REV. 1), C-502 GRADING PLAN II (REV. 1), C-503 GRADING PLAN III (REV. 1), C-504 GRADING PLAN IV (REV. 1), C-505 GRADING PLAN V (REV. 1), C-506 GRADING PLAN VI (REV. 1), C-513 GRADING DETAILS (REV. 1), M-301 MARKING INSTALLATION PLAN I (REV. 1), E-001 ELECTRICAL LEGEND & NOTES (REV. 1), E-101 LIGHTING REMOVAL PLAN 1 (REV. 1), E-102 LIGHTING REMOVAL PLAN 2 (REV. 1), E-103 LIGHTING REMOVAL PLAN 3 (REV. 1), E-105 LIGHTING REMOVAL PLAN 5 (REV. 1), E-106 LIGHTING REMOVAL PLAN 6 (REV. 1).

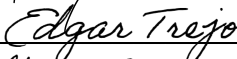
1), E-107 LIGHTING REMOVAL PLAN 7 (REV. 1), E-108 LIGHTING REMOVAL PLAN 8 (REV. 1), E-201 LIGHTING INSTALLATION PLAN 1 (REV. 1), E-202 LIGHTING INSTALLATION PLAN 2 (REV. 1), E-203 LIGHTING INSTALLATION PLAN 3 (REV. 1), E-204 LIGHTING INSTALLATION PLAN 4 (REV. 1), E-205 LIGHTING INSTALLATION PLAN 5 (REV. 1), E-206 LIGHTING INSTALLATION PLAN 6 (REV. 1), E-207 LIGHTING INSTALLATION PLAN 7 (REV. 1), E-209 LIGHTING INSTALLATION PLAN 9 (REV. 1), E-210 LIGHTING INSTALLATION PLAN 10 (REV. 1), E-302 ELECTRICAL DETAILS II (REV. 1), E-306 ELECTRICAL DETAILS VI (REV. 1), E-315 ELECTRICAL DETAILS XV (REV. 1), E-318 ELECTRICAL DETAILS XVIII (REV. 1)

Assistant Director Aviation Development :



Print Name: _____

Requested by Project/Construction Manager:



Print Name: Edgar Trejo

Recommended for Approval by City Engineer:



Date: 1/8/2025

Gilbert Guerrero
Assistant Director of Capital Improvement

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.:

3

DATE:

November 27, 2024

☒ SCOPE CHANGE

PROJECT:

ELP Relocation of Taxiway Mike

SOLICITATION NO.

2023-0430

☒ CONSTRUCTION CHANGE

| | | |
|---|----|---------------|
| Original Contract Amount: | \$ | 14,785,870.00 |
| Net Change by previous Change Orders: | \$ | 61,932.00 |
| Net Change by previous Construction Quantity Notices: | \$ | - |
| Amount of this Construction Change Order: | \$ | 251,910.40 |
| New Amended Contract Amount: | \$ | 15,099,712.40 |
| Change Order Percentage: | | 2.12% |

| | |
|---|------------|
| Contract Time to Substantial Completion | 277 |
| Total days added due to Change Orders and CQN's | 0 |
| Total days added for this Change Order | 14 |
| New Contract Time to Substantial Completion: | 291 |
| Current Substantial Completion Due Date | 11/15/2024 |

CONTRACTOR NAME:

Jordan Foster Construction

Please provide a detailed scope of work of the change order (see back for reason/justification):

The following 5-Node quantity adjustments will be completed during the multi-phase project construction.

The scope of work includes:

The following quantity adjustments, scope changes, and price adjustments are required due to design changes from an upcoming airfield project that were developed to minimize the amount of additional work and re-work between projects. The following quantity adjustments are summarized in the following specification sections, breakdown attached:

SS - - Supplemental: SS-300 Basic Electrical Requirements, SS-301 Electrical Demolition and Relocation Work, SS-305 Directional Boring, SS-310 Airport Lighting Systems, and SS-320 Approach Lighting Systems (REIL)

L - - Electrical: L-108 Underground Power Cable for Airports, L-110 Airport Underground Electrical Duct Banks and Conduits, L-115 Electrical Manholes and Junction Structures, and L-125 Installation of Airport Lighting Systems

P - - Surfaces: P-101 Preparation/Removal of Existing Pavements

D - - Drainage: D-754 Concrete Gutters, Ditches, and Flumes

NEW - - Clearing and Grubbing

This proposal will include all the work listed above as indicated on the respective drawings.

Drawings:

C-205 DEMOLITION PLAN V (REV. 1), C-206 DEMOLITION PLAN VI (REV. 1), C-406 ELEVATION PLAN I (REV. 1), C-502 GRADING PLAN II (REV. 1), C-503 GRADING PLAN III (REV. 1), C-504 GRADING PLAN IV (REV. 1), C-505 GRADING PLAN V (REV. 1), C-506 GRADING PLAN VI (REV. 1), C-513 GRADING DETAILS (REV. 1), M-301 MARKING INSTALLATION PLAN I (REV. 1), E-001 ELECTRICAL LEGEND & NOTES (REV. 1), E-101 LIGHTING REMOVAL PLAN 1 (REV. 1), E-102 LIGHTING REMOVAL PLAN 2 (REV. 1), E-103 LIGHTING REMOVAL PLAN 3 (REV. 1), E-105 LIGHTING REMOVAL PLAN 5 (REV. 1), E-106 LIGHTING REMOVAL PLAN 6 (REV. 1), E-107 LIGHTING REMOVAL PLAN 7 (REV. 1), E-108 LIGHTING REMOVAL PLAN 8 (REV. 1), E-201 LIGHTING INSTALLATION PLAN 1 (REV. 1), E-202 LIGHTING INSTALLATION PLAN 2 (REV. 1), E-203 LIGHTING INSTALLATION PLAN 3 (REV. 1), E-204 LIGHTING INSTALLATION PLAN 4 (REV. 1), E-205 LIGHTING INSTALLATION PLAN 5 (REV. 1), E-206 LIGHTING INSTALLATION PLAN 6 (REV. 1), E-207 LIGHTING INSTALLATION PLAN 7 (REV. 1), E-209 LIGHTING INSTALLATION PLAN 9 (REV. 1), E-210 LIGHTING INSTALLATION PLAN 10 (REV. 1), E-302 ELECTRICAL DETAILS II (REV. 1), E-306 ELECTRICAL DETAILS VI (REV. 1), E-315 ELECTRICAL DETAILS XV (REV. 1), E-318 ELECTRICAL DETAILS XVIII (REV. 1), copies attached

Modify:

Total cost of change \$251,910.40

Time: The critical path is affected by this change therefore 14 additional calendar days are justified or granted.

Work described above shall be performed in accordance to applicable specifications, special provisions, terms and conditions of the original contract. Unless specifically noted, this Change Order addresses all compensation for time and costs, including all direct and indirect costs associated with the above scope of work.

SUMMARY:

INCREASE contract amount by \$251,910.40

INCREASE 14 calendar days in the contract time.

14

TOTAL CHANGE ORDER AMOUNT:

\$ 251,910.40

CONTRACTOR

I, _____, of _____ agree and accept the terms and conditions of this change order.

Signature: _____

Date: _____

I, Yvette Hernandez, P.E. of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: _____

Date: _____

Yvette Hernandez, P.E.

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

| | | | |
|---|--|--|--|
| CONSTRUCTION CHANGE ORDER NO.: <u>3</u> | | DATE: <u>November 27, 2024</u> | <input checked="" type="checkbox"/> SCOPE CHANGE |
| PROJECT: <u>ELP Relocation of Taxiway Mike</u> | | SOLICITATION NO. <u>2023-0430</u> | <input checked="" type="checkbox"/> CONSTRUCTION CHANGE |

| | | |
|---|---|---|
| Project Number <u>G62A193901</u> Class <u>62330/62335</u> Department <u>562</u> Fund <u>3010/3080</u> Account <u>580270</u> | Project Number <u>G62A193901</u> Class <u>62330/62335</u> Department <u>3010/3080</u> Fund <u>562</u> Account <u>580270</u> | PURCHASE ORDER # <u>CEP35-2400000049</u> |
|---|---|---|

CONTRACTOR NAME: Jordan Foster Construction

PROVIDE REASON/JUSTIFICATION FOR CHANGE ORDER:

Multiple pavement construction projects near the ELP terminal are underway or planned over the next year. The Taxiway M Relocation construction is in progress and the adjacent Five Node Remediation is upcoming in the near future. Because of funding uncertainties, the sequencing of these projects was not solidified at the time of design. The two projects connect at the Runway 8R safety area. Work in this area requires a shut down of Runway 8R-26L during construction. Once funding and project sequencing were finalized, the area around the Runway 8R safety area was re-evaluated. By moving some of the Five Node work into the Taxiway M project, the impacts to Runway 8R-26L will be significantly reduced. The work includes grading and drainage in this area along with reconfiguration of the electrical infrastructure to work with the ultimate layout. The changes increase the scope of work to the Taxiway M project, but do not represent a major change in the work when viewed globally across the projects. **The result of the change is greater construction efficiency, increased safety, and reduced impacts to airport operations.**

Cost: Costs were determined reasonable based on current bid item costs compared to the Contractors proposal.

Time: The critical path is affected by this change therefore 14 additional calendar days are justified or granted.

| | | | |
|--|-----------|-----------------------------------|---|
| CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: | <u>14</u> | TOTAL CHANGE ORDER AMOUNT: | \$ 251,910.40 |
|--|-----------|-----------------------------------|---|

| | |
|---|-------------------------------|
| Project Manager recommends approval: | <u><i>Edgar Trejo</i></u> |
| Engineering Division Manager recommends approval: | <u><i>R. Shane Brooks</i></u> |
| Financing Department approval: | |
| (If Required) | |

REQUEST FOR PO INCREASE/DECREASE FOR CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 3 DATE: November 27, 2024
PROJECT: ELP Relocation of Taxiway Mike SOLICITATION NO. 2023-0430 ☒ INCREASE
☐ DECREASE

Project Number G62A193901
Class 62330/62335
Department 562
Fund 3010/3080
Account 580270

PURCHASE ORDER # CEP35-2400000049

CONTRACTOR NAME: Jordan Foster Construction

AS A RESULT OF THIS CHANGE ORDER, PLEASE MAKE THE FOLLOWING ADJUSTMENT TO THE PUCHASE ORDER:

LINE ADDED AMOUNT

| | | |
|--|----|-----------------------|
| | \$ | 251,910.40 |
| | | |
| | | |
| | | Line 3 - \$ 25,191.04 |
| | | |
| | | Line 5 - \$226,719.36 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

TOTAL NET CHANGE TO

\$ 251,910.40
(should match cost below)

Additional funding/direction:

3010-62335-580270-G62A193901

TOTAL CHANGE ORDER AMOUNT: **\$251,910.40**

Project Manager

Edgar Trejo

Engineering Division Manager recommends approval:

R. Shane Brooks

Contract Compliance

Attachment 2A, 20 S-2 Documenting Change Order Cost Reasonableness, Page 1

Contract Change Order Documentation Summary and Determination of Cost Reasonableness:

Contract Name: ELP Relocation of Taxiway Mike

Solicitation/Project Number: 2023-0430 / G62A193901

Change Order Number: 3

Prepared By: Mike Ramirez

RFP:

In response to **RFP number** dated (Attach Copy).

Initial Cost Estimate:

Check all that apply:

 X No initial estimate of the change order costs was attempted. (Attach Justification countersigned by assigned DM)

 A ROM Estimate in the amount of \$ was prepared on Date see narrative below.

 A Detailed Estimate in the amount of \$ was prepared on Date attach copy.

 The Design Consultant provided a detailed estimate, for RFP #x, in the amount of was prepared on (copy is attached).

Contractors Proposal:

The contractor provided proposals Dated November 26th, 2024 (attach copy) in the amount of **\$251,910.40** and requesting 14/10 Calendar/Working days for RFP #x. Work was completed within the contract time.

The proposal was reviewed as to the required Scope of work and found to accurately reflect the Scope of Work **Yes X No**.

If No a formal revision was requested on this date (attach Copy(s) of request) and received date , in the amount of \$ and requesting Calendar/Working days

Or Check if applicable after review with assigned DM the city elected to proceed with negotiations and address the scope inconsistencies in Negotiations without a proposal revision (list inconsistencies to be addressed in negotiations)

Attach continuation sheet if necessary.

Attachment 2A, 20 S-2 Documenting Change Order Cost Reasonableness, Sample Summary,

Page 2 Cost evaluation: Cost reasonableness was determined using the following methods check all that apply.

☒ Utilizing existing Bid Item

☐ Price Analysis

☐ Cost Analysis

(Provide narrative description for each method utilized and how reasonableness was determined)
Attach mark up a proposal with negotiation objectives, including accepted cost, Dated and initialed by the Preparer and Assigned Division Manager. Label Marked UP Proposal:

Narrative description of determination of reasonableness: (Attach Continuation sheets as necessary, include detailed table showing Proposed/Objective /and Negotiated when appropriate.

Narrative:

Due to the design of an upcoming airfield project, known as the *EPIA - Five Node Intersection*, the current design of the *Relocation of Taxiway Mike* conflicts with forty-seven items listed in the attached Contractors proposal. From the Plan Revision Quantity Changes, eleven items are listed as new scope items to include the removal of existing base mounted guidance signs, reflectors and installation of new electrical duct banks, edge lights, and clearing and grubbing. The following proposal was discussed prior to initial construction of taxiway M to minimize the amount of re-work and additional work on both projects.

ELP requested that the Contractor provide a proposal detailing the required costs and materials required to revise the following quantities and new scope of work for the respective items. This information was provided as a separate request in lieu of the issuance of a request for proposal for this change order.

The Construction Manager reviewed the material quotes for the cost and cross checked them with the current contract bid items to verify pricing.

FIELD ORDER NO.: 3

Owner: El Paso International Airport (ELP)

Owner's Project No.: 3-48-077-051 & 052-2023

Engineer: Garver, LLC

Engineer's Project No.: 19A11971

Contractor: Jordan Foster Construction

Contractor's Project No.: 21147

Project: Relocation of TWY M

Contract Name: Relocation of TWY M

Date Issued: November 26, 2024

Effective Date of Field Order: August 21, 2024

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with **Section 40-03 Alteration of work quantities (Section 40 Scope of Work) of the Front-End Documents**, for alterations in quantities satisfactory to the original intended work. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s): *L-125 – Installation of Airport Lighting Systems – 125-2.8 Runway and Taxiway Signs*

Drawing(s) / Details (s): C-205 DEMOLITION PLAN V (REV. 1),
C-206 DEMOLITION PLAN VI (REV. 1), C-406 ELEVATION PLAN I (REV. 1),
C-502 GRADING PLAN II (REV. 1), C-503 GRADING PLAN III (REV. 1),
C-504 GRADING PLAN IV (REV. 1), C-505 GRADING PLAN V (REV. 1),
C-506 GRADING PLAN VI (REV. 1),
C-513 GRADING DETAILS (REV. 1),
M-301 MARKING INSTALLATION PLAN I (REV. 1),
E-001 ELECTRICAL LEGEND & NOTES (REV. 1),
E-101 LIGHTING REMOVAL PLAN 1 (REV. 1),
E-102 LIGHTING REMOVAL PLAN 2 (REV. 1),
E-103 LIGHTING REMOVAL PLAN 3 (REV. 1),
E-105 LIGHTING REMOVAL PLAN 5 (REV. 1),
E-106 LIGHTING REMOVAL PLAN 6 (REV. 1),
E-107 LIGHTING REMOVAL PLAN 7 (REV. 1),
E-108 LIGHTING REMOVAL PLAN 8 (REV. 1),
E-201 LIGHTING INSTALLATION PLAN 1 (REV. 1),
E-202 LIGHTING INSTALLATION PLAN 2 (REV. 1),
E-203 LIGHTING INSTALLATION PLAN 3 (REV. 1),
E-204 LIGHTING INSTALLATION PLAN 4 (REV. 1),
E-205 LIGHTING INSTALLATION PLAN 5 (REV. 1),
E-206 LIGHTING INSTALLATION PLAN 6 (REV. 1),
E-207 LIGHTING INSTALLATION PLAN 7 (REV. 1),
E-209 LIGHTING INSTALLATION PLAN 9 (REV. 1),
E-210 LIGHTING INSTALLATION PLAN 10 (REV. 1),
E-302 ELECTRICAL DETAILS II (REV. 1),
E-306 ELECTRICAL DETAILS VI (REV. 1),
E-315 ELECTRICAL DETAILS XV (REV. 1), E-318 ELECTRICAL DETAILS XVIII (REV. 1)

Description:

Field Order (EJCDC® C-942)

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The current design and quantities for the Relocation of Taxiway Mike project were developed prior to the design of an upcoming airfield project that will be under construction after the completion of this current project. This proposal was discussed prior to construction on November 29th, 2023, December 14th, 2024, January 10th, 2024, to minimize the amount of re-work and additional work on both projects, the Engineer of Record (EOR) issued the following design and quantity amendments on March 1st, 2024.

The purpose of this field order is to expedite the work described above and complete the additional electrical, pavement, and drainage work at the subject locations. The additional scope of work was requested and approved by the Department of Aviation.”

This is not a Change Order, but only a field order to proceed with the changes summarized above. The Contract Sum and Contract Time may only be changed by an Executed Contract Change Order.

Attachments:

Meeting Minutes for Progress Meeting #28 – Change Orders

Refer to list above,

Issued by Engineer

By: Michael Ramirez, PE
Title: Construction Manager
Date: August 21, 2024



7700 C.F. Jordan Drive
El Paso, TX 79912
P: 915.877.3333
F: 915.877.3999

A Foundation of ExcellenceSM

November 26, 2024

Michael Ramirez, PE
Construction Manager
Parkhill, Inc.
501 West San Antonio
El Paso, TX 79901

**Re: 2022-0430 EPIA Taxiway M Relocation – Change Order No.2: Taxiway M Revisions
Generated by 5-Node Project - Rev 1**

Dear Mr. Ramirez:

We have prepared a proposal for the referenced item; Taxiway M Revisions Generated by 5-Node Project. Pricing per each item is as follows and breakdowns are attached to this proposal.

**Taxiway M 5-Node Affected Revisions: \$251,910.40
Additional Contract Time: 10 Working Days**

This proposal covers the installation of forty-seven items listed in the attached “Plan Revision Quantity Changes” spreadsheet supplied by Engineer of Record. Majority of items are quantity change with eleven new scope items.

Plan Change Item No.51 (highlighted in red) does not exist in current contract scope. At time of Contract issuance, subsequent L-125 measurement & payment items were renumbered to match contract bid items. However, Item No.51 is required scope in plan. To keep base bid schedule of values consistent, Item No.51 will be renumbered as pay item L-125-5.19.

Additional Contract Time is requested to accommodate some additional electrical scope and the significant increase in D-754 Ditch Paving quantity.

Limited portion of items have commenced to maintain schedule. The remaining activities will not commence until directed by EPIA. Should you have any questions or comments regarding this proposal, please do not hesitate to contact our offices at 915-877-3333 or 915-283-7564.

Sincerely,

Dan Robillard, P.E.
Project Manager

**EL PASO INTERNATIONAL AIRPORT
RELOCATION OF TAXIWAY M
PLAN REVISION QUANTITY CHANGES**

Strikethrough - removed wording or item

Italics - updated wording or item

Highlight - price needed for new item

Highlight - Corrected Line Item to Match Bid Form

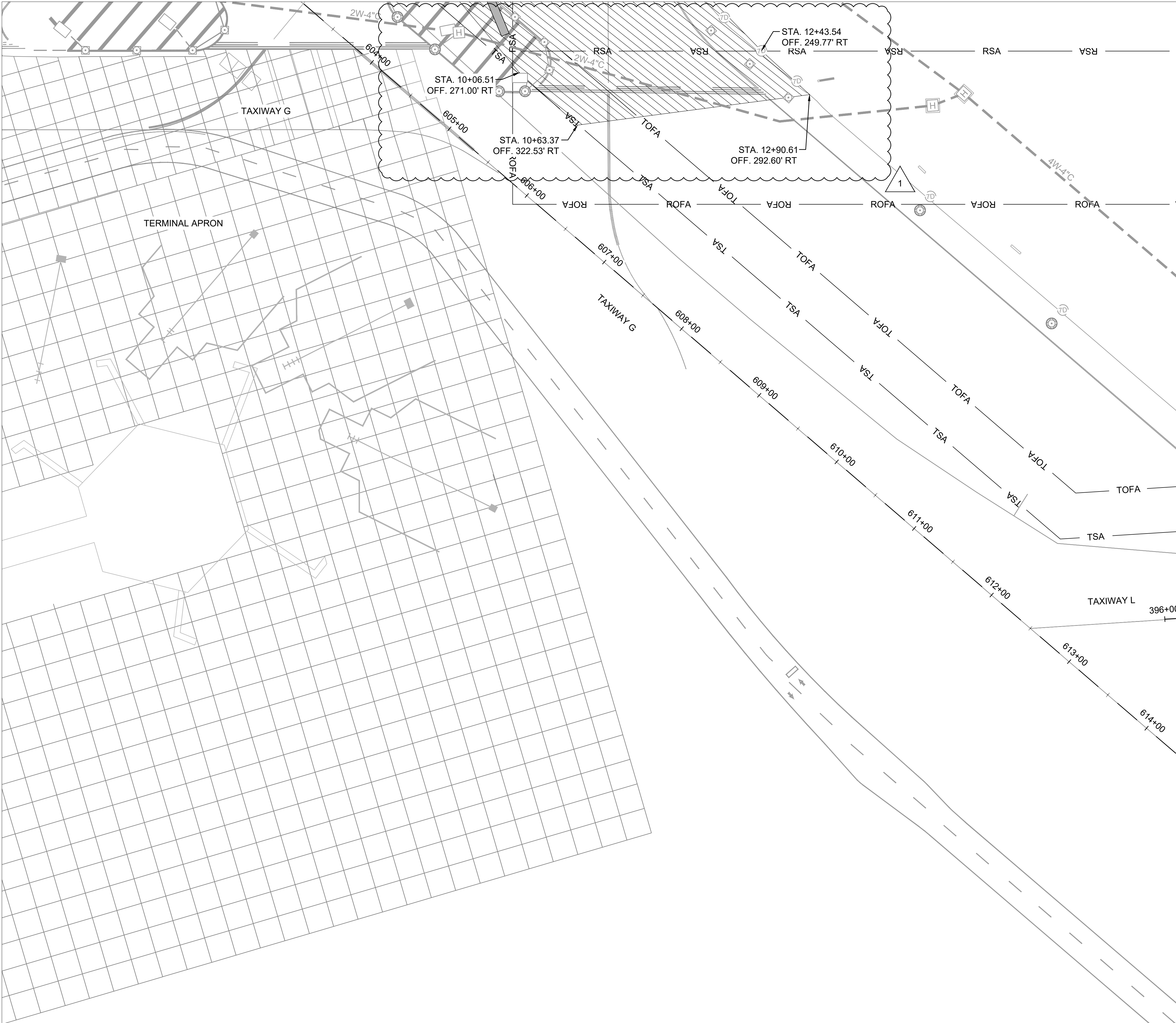
Highlight - Corrected Unit Price to Match Bid Form/Approved Pricing

| ORIGINAL BID ITEM NO. | CO No.2 ITEM NO. | SPEC. NO. | DESCRIPTION | UNIT | ORIGINAL QUANTITY | REVISED QUANTITY | UNIT PRICE | AMOUNT | Original Amount | Difference |
|-----------------------------|------------------------|--------------|--|------|----------------------|---------------------|---------------|--------------|--------------------|----------------|
| 8 | 1 | SS-300-5.1 | Lockout/Tagout and Constant Current Regulator Calibration Procedures | LS | 1 | 1 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$0.00 |
| 9 | 2 | SS-300-5.2 | ALCMS Modifications Construction Support | LS | 1 | 1 | \$9,000.00 | \$9,000.00 | \$9,000.00 | \$0.00 |
| 10 | 3 | SS-301-5.1 | Existing Base Mounted Edge Light, Removed | EA | 112 | 154 | \$420.00 | \$64,680.00 | \$47,040.00 | \$17,640.00 |
| 11 | 4 | SS-301-5.2 | Existing Base Mounted Edge Light, Removed with Base to Remain and Blank Cover Installed | EA | 85 | 54 | \$500.00 | \$27,000.00 | \$42,500.00 | (\$15,500.00) |
| 12 | 5 | SS-301-5.3 | Existing <i>Light Base</i> Junction Structure, Removed | EA | 99 | 101 | \$800.00 | \$80,800.00 | \$79,200.00 | \$1,600.00 |
| 13 | 6 | SS-301-5.4 | Existing Base Mounted Guidance Sign, Removed | EA | 18 | 14 | \$500.00 | \$7,000.00 | \$9,000.00 | (\$2,000.00) |
| 14 | 7 | SS-301-5.5 | Existing Guidance Sign Foundation, Removed | EA | 5 | 7 | \$900.00 | \$6,300.00 | \$4,500.00 | \$1,800.00 |
| 15 | 8 | SS-301-5.6 | Existing Handhole, Removed | EA | 7 | 15 | \$3,200.00 | \$48,000.00 | \$22,400.00 | \$25,600.00 |
| 16 | 9 | SS-301-5.7 | Existing Runway Edge Light, <i>Removed and Stored with Base to Remain and Blank Cover Installed</i> | EA | 2 | 2 | \$2,400.00 | \$4,800.00 | \$4,800.00 | \$0.00 |
| 17 | 10 | SS-301-5.8 | Existing Runway Edge Light, Removed and Stored with Base Demolished | EA | 10 | 10 | \$525.00 | \$5,250.00 | \$5,250.00 | \$0.00 |
| 18 | 11 | SS-301-5.9 | Existing FAA REIL Control Rack, Demolished | LS | 1 | 1 | \$1,300.00 | \$1,300.00 | \$1,300.00 | \$0.00 |
| 19 | 12 | SS-301-5.10 | Existing FAA REIL System, Demolished | LS | 1 | 1 | \$3,800.00 | \$3,800.00 | \$3,800.00 | \$0.00 |
| | 13 | SS-301-5.11 | <i>Existing Base Mounted Guidance Sign, Removed with Base to Remain</i> | EA | 0 | 4 | \$525.00 | \$2,100.00 | \$0.00 | \$2,100.00 |
| | 14 | SS-301-5.12 | <i>Existing Pavement Mounted Reflector, Removed</i> | EA | 0 | 10 | \$10.00 | \$100.00 | \$0.00 | \$100.00 |
| 20 | 15 | SS-305-5.1 | Directional Boring, 2-Way 4" C Polyethylene Conduits | LF | 430 | 430 | \$130.00 | \$55,900.00 | \$55,900.00 | \$0.00 |
| 21 | 16 | SS-305-5.2 | Directional Boring, 4-Way 2" C Polyethylene Conduits | LF | 750 | 0 | \$150.00 | \$0.00 | \$112,500.00 | (\$112,500.00) |
| 22 | 17 | SS-310-5.1 | Temporary Airfield Lighting (Phase 1) | LS | 1 | 1 | \$45,000.00 | \$45,000.00 | \$45,000.00 | \$0.00 |
| 23 | 18 | SS-310-5.2 | Temporary Airfield Lighting (Phase 2) | LS | 1 | 1 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$0.00 |
| 24 | 19 | SS-310-5.3 | Temporary Airfield Lighting (Phase 3) | LS | 1 | 1 | \$21,000.00 | \$21,000.00 | \$21,000.00 | \$0.00 |
| 25 | 20 | SS-320-5.1 | FAA REIL Control Rack, Constructed in Place | LS | 1 | 1 | \$4,800.00 | \$4,800.00 | \$4,800.00 | \$0.00 |
| 26 | 21 | SS-320-5.2 | FAA REIL System, Installed | LS | 1 | 1 | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$0.00 |
| 50 | 22 | L-108-5.1 | No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit | LF | 59,090 | 61,000 | \$3.25 | \$198,250.00 | \$192,042.50 | \$6,207.50 |
| 51 | 23 | L-108-5.2 | No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations | LF | 13,300 | 22,850 | \$1.60 | \$36,560.00 | \$21,280.00 | \$15,280.00 |
| 52 | 24 | L-108-5.3 | No. 1/0 AWG, Stranded, Bare Copper Counterpoise Wire Installed in Trench, Above the Duct Bank or Conduit, Including connections/Terminations | LF | 1,950 | 1,950 | \$7.75 | \$15,112.50 | \$15,112.50 | \$0.00 |
| 53 | 25 | L-108-5.4 | No. 2 AWG, Stranded, 600V-Rated, Type THHN/THWN-2, Installed in Duct Bank or Conduit | LF | 0 | 0 | \$7.00 | \$0.00 | \$0.00 | \$0.00 |
| 54 | 26 | L-108-5.5 | 25-Pair, Copper-Shielded, Rodent-Resistant, PE-39 Telephone Cable, Installed in Duct Bank or Conduit | LF | 2,530 | 1,950 | \$21.00 | \$40,950.00 | \$53,130.00 | (\$12,180.00) |
| | 27 | L-108-5.6 | No. 2/0 AWG, Stranded, 600V Rated, Type RHH/RHW-2/USE-2 XLPE, Installed in Duct Bank or Conduit | LF | 1,200 | 1,150 | \$10.81 | \$12,431.50 | \$12,972.00 | (\$540.50) |
| | 28 | L-108-5.7 | No. 6 AWG, Stranded, 600V Rated, Type RHH/RHW-2/USE-2 XLPE, Green Insulated Equipment Ground, Installed in Duct Bank or Conduit | LF | 1,500 | 380 | \$3.73 | \$1,417.40 | \$5,595.00 | (\$4,177.60) |
| 55 | 29 | L-110-5.1 | Non-Encased Electrical Conduit, 1-Way 2" C | LF | 330 | 1,800 | \$23.00 | \$41,400.00 | \$7,590.00 | \$33,810.00 |
| 56 | 30 | L-110-5.2 | Flowable Fill Encased Electrical Conduit, 1-Way 2" C | LF | 7,080 | 6,500 | \$32.00 | \$208,000.00 | \$226,560.00 | (\$18,560.00) |
| 57 | 31 | L-110-5.3 | <i>Concrete Encased</i> Electrical Conduit, 1-Way 2" C with Sawcut Pavement Repair | LF | 2,610 | 2,300 | \$38.00 | \$87,400.00 | \$99,180.00 | (\$11,780.00) |
| 58 | 32 | L-110-5.4 | Elastomeric Concrete Encased Electrical Conduit, 1-Way 2" C with Sawcut Pavement Repair | LF | 480 | 720 | \$300.00 | \$216,000.00 | \$144,000.00 | \$72,000.00 |
| 59 | 33 | L-110-5.5 | Concrete Encased Electrical Conduit, 1-Way 2" C | LF | 1,110 | 650 | \$65.00 | \$42,250.00 | \$72,150.00 | (\$29,900.00) |
| 60 | 34 | L-110-5.6 | Non-Encased Electrical Duct Bank, 4-Way 2" C | LF | 2,250 | 880 | \$63.00 | \$55,440.00 | \$141,750.00 | (\$86,310.00) |
| 61 | 35 | L-110-5.7 | Concrete Encased Electrical Duct Bank, 4-Way 2" C | LF | 470 | 180 | \$82.00 | \$14,760.00 | \$38,540.00 | (\$23,780.00) |
| 62 | 36 | L-110-5.8 | FAA-Style, Non-Encased Electrical Duct Bank, 2-Way 4" C | LF | 1,160 | 1,275 | \$35.00 | \$44,625.00 | \$40,600.00 | \$4,025.00 |
| 63 | 37 | L-110-5.9 | FAA-Style, Concrete Encased Electrical Duct Bank, 2-Way 4" C | LF | 220 | 165 | \$62.00 | \$10,230.00 | \$13,640.00 | (\$3,410.00) |
| 64 | 38 | L-110-5.10 | FAA-Style, Non-Encased Electrical Duct Bank, 2-Way 2" C | LF | 300 | 450 | \$34.00 | \$15,300.00 | \$10,200.00 | \$5,100.00 |
| 65 | 39 | L-110-5.11 | FAA-Style, Concrete Encased Electrical Duct Bank, 2-Way 2" C | LF | 300 | 160 | \$40.00 | \$6,400.00 | \$12,000.00 | (\$5,600.00) |
| 66 | 40 | L-110-5.12 | Non-Encased Electrical Duct Bank, 8-Way 2" C | LF | 740 | 1,650 | \$120.00 | \$198,000.00 | \$88,800.00 | \$109,200.00 |
| 67 | 41 | L-110-5.13 | Concrete Encased Electrical Duct Bank, 8-Way 2" C | LF | 240 | 165 | \$130.00 | \$21,450.00 | \$31,200.00 | (\$9,750.00) |
| | 42 | L-110-5.14 | <i>Non-Encased Electrical Duct Bank, 2-Way 2" C</i> | LF | 0 | 55 | \$34.00 | \$1,870.00 | \$0.00 | \$1,870.00 |
| | 43 | L-110-5.15 | <i>Concrete Encased Electrical Duct Bank, 2-Way 2" C</i> | LF | 0 | 175 | \$40.00 | \$7,000.00 | \$0.00 | \$7,000.00 |
| | 44 | L-110-5.16 | <i>Non-Encased Electrical Conduit, 1-Way 4" C</i> | LF | 0 | 250 | \$29.00 | \$7,250.00 | \$0.00 | \$7,250.00 |
| 68 | 45 | L-115-5.1 | Aircraft-Rated Electrical Handhole, 4'L x 4'W x 4'D | EA | 6 | 8 | \$23,000.00 | \$184,000.00 | \$138,000.00 | \$46,000.00 |

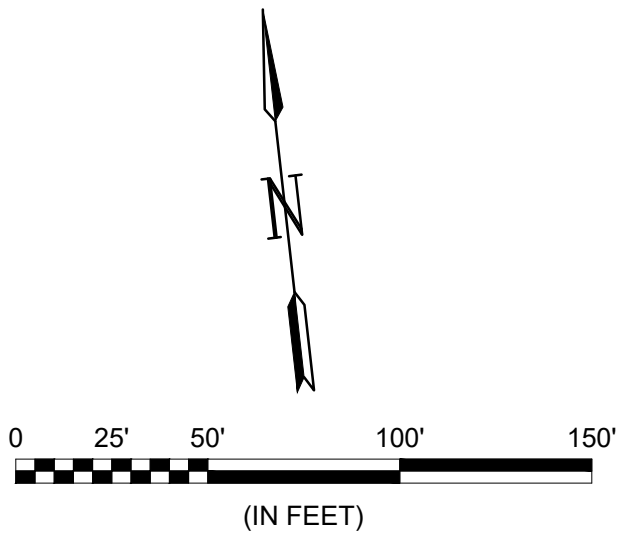
| | | | | | | | | | | |
|----|----|------------|---|----|--------|--------|-------------|--------------|--------------|---------------|
| 69 | 46 | L-115-5.2 | FAA-Style, Aircraft-Rated Electrical Handhole, 4'L x 4'W x 4'D | EA | 8 | 8 | \$23,000.00 | \$184,000.00 | \$184,000.00 | \$0.00 |
| 70 | 47 | L-115-5.3 | L-867 Concrete Encased Electrical Junction Structure, Class 1, 16" Diameter by 24" Depth, Installed | EA | 2 | 6 | \$2,000.00 | \$12,000.00 | \$4,000.00 | \$8,000.00 |
| 71 | 48 | L-115-5.4 | Adjust Existing Handhole to New Grade | EA | 2 | 2 | \$8,000.00 | \$16,000.00 | \$16,000.00 | \$0.00 |
| 72 | 49 | L-125-5.1 | L-861T(L) Base Mounted Taxiway Edge Light, Installed in New Asphalt Pavement | EA | 89 | 81 | \$2,300.00 | \$186,300.00 | \$204,700.00 | (\$18,400.00) |
| 73 | 50 | L-125-5.2 | L-861T(L) Base Mounted Taxiway Edge Light, Installed in Existing Asphalt Pavement | EA | 2 | 23 | \$2,300.00 | \$52,900.00 | \$4,600.00 | \$48,300.00 |
| | 51 | L-125-5.19 | L-861T(L) Base Mounted Taxiway Edge Light, Installed in Existing Concrete Pavement | EA | 0 | 4 | \$3,800.00 | \$15,200.00 | \$0.00 | \$15,200.00 |
| 74 | 52 | L-125-5.3 | Stored Incandescent Taxiway Edge Light, Installed on New Base in New Asphalt Pavement | EA | 5 | 7 | \$2,300.00 | \$16,100.00 | \$11,500.00 | \$4,600.00 |
| 75 | 53 | L-125-5.4 | Stored Incandescent Taxiway Edge Light, Installed on New Base in Existing Asphalt Pavement | EA | 8 | 11 | \$2,300.00 | \$25,300.00 | \$18,400.00 | \$6,900.00 |
| 76 | 54 | L-125-5.5 | Stored Incandescent Taxiway Edge Light, Installed on New Base in Existing Concrete Pavement | EA | 5 | 6 | \$3,800.00 | \$22,800.00 | \$19,000.00 | \$3,800.00 |
| 77 | 55 | L-125-5.6 | Stored Flush Runway Edge Light, Installed on New Base in New Concrete Pavement | EA | 2 | 2 | \$3,100.00 | \$6,200.00 | \$6,200.00 | \$0.00 |
| 78 | 56 | L-125-5.7 | Stored Elevated Runway Edge Light, Installed on Existing Base | EA | 2 | 2 | \$525.00 | \$1,050.00 | \$1,050.00 | \$0.00 |
| 79 | 57 | L-125-5.8 | L-858(L) Base Mounted, Size 3, 2-Module Guidance Sign, Installed | EA | 5 | 3 | \$7,000.00 | \$21,000.00 | \$35,000.00 | (\$14,000.00) |
| 80 | 58 | L-125-5.9 | L-858(L) Base Mounted, Size 3, 3-Module Guidance Sign, Installed | EA | 8 | 8 | \$7,200.00 | \$57,600.00 | \$57,600.00 | \$0.00 |
| 81 | 59 | L-125-5.10 | L-858(L) Base Mounted, Size 3, 4-Module Guidance Sign, Installed | EA | 2 | 2 | \$10,500.00 | \$21,000.00 | \$21,000.00 | \$0.00 |
| 82 | 60 | L-125-5.11 | L-858 Base Mounted, Style 4, Size 3, 48-Inch in Length, Taxiway Ending Marker, Installed | EA | 2 | 2 | \$3,000.00 | \$6,000.00 | \$6,000.00 | \$0.00 |
| 83 | 61 | L-125-5.12 | L-858 Base Mounted, Style 4, Size 3, 48-Inch in Length, Taxiway Ending Marker, Installed on Existing Pavement | EA | 1 | 1 | \$3,500.00 | \$3,500.00 | \$3,500.00 | \$0.00 |
| 84 | 62 | L-125-5.13 | L-858 Guidance Sign Panels, Replaced and LED Upgrade Kit Installed | EA | 2 | 2 | \$3,200.00 | \$6,400.00 | \$6,400.00 | \$0.00 |
| | 63 | L-125-5.14 | Stored Elevated Runway Edge Light, Installed on New Base in New Asphalt Pavement | EA | 0 | 4 | \$2,314.00 | \$9,256.00 | \$0.00 | \$9,256.00 |
| | 64 | L-125-5.15 | Stored Elevated Runway Edge Light, Installed on New Base in Existing Asphalt Pavement | EA | 0 | 4 | \$2,369.00 | \$9,476.00 | \$0.00 | \$9,476.00 |
| | 65 | L-125-5.16 | L-858(L) Base Mounted, Size 3, 2-Module Guidance Sign, Installed in Existing Asphalt Pavement | EA | 0 | 2 | \$7,740.00 | \$15,480.00 | \$0.00 | \$15,480.00 |
| | 66 | L-125-5.17 | Stored Incandescent Taxiway Edge Light, Installed on New Base in Turf | EA | 0 | 5 | \$2,369.00 | \$11,845.00 | \$0.00 | \$11,845.00 |
| | 67 | L-125-5.18 | L-861T(L) Base Mounted Taxiway Edge Light, Installed in Turf | EA | 0 | 2 | \$2,431.00 | \$4,862.00 | \$0.00 | \$4,862.00 |
| 29 | 68 | P-101-5.1a | Asphalt Pavement Removal (Includes Base) | SY | 56,400 | 62,420 | \$7.00 | \$436,940.00 | \$394,800.00 | \$42,140.00 |
| 32 | 69 | P-101-5.2a | Asphalt Cold Milling and Soil Fill | SY | 43,800 | 40,440 | \$5.00 | \$202,200.00 | \$219,000.00 | (\$16,800.00) |
| 49 | 70 | D-754-5.1 | Concrete Ditch Paving | SY | 500 | 1,460 | \$95.00 | \$138,700.00 | \$47,500.00 | \$91,200.00 |
| | 71 | CO | Clearing and Grubbing | SY | 0 | 4,900 | \$1.93 | \$9,457.00 | \$0.00 | \$9,457.00 |

| | | | |
|--------------|------------------------|------------------------|-----------------------|
| TOTAL | \$0.00 | \$3,414,492.40 | \$3,162,582.00 |
| | \$ 3,414,492.40 | \$ 3,162,582.00 | \$ 251,910.40 |

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MATCHLINE SHEET C-202

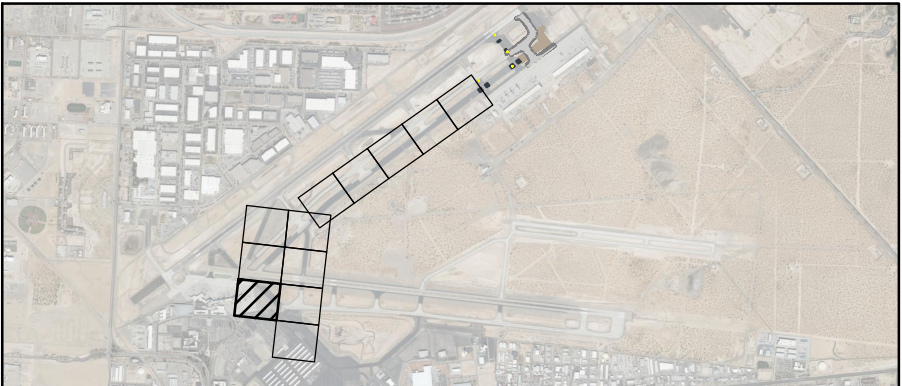


LEGEND

- ASPHALT PAVEMENT REMOVAL
- ASPHALT PAVEMENT MILL & SOIL FILL
- CONCRETE PAVEMENT REMOVAL
- RSA RUNWAY SAFETY AREA
- ROFA RUNWAY OBJECT FREE AREA
- TSA TAXIWAY SAFETY AREA
- TOFA TAXIWAY OBJECT FREE AREA
- EXISTING AIRFIELD LIGHT
- EXISTING HANDHOLE
- EXISTING UNDERGROUND ELECTRICAL LINE
- ELECTRICAL DUCT

- NOTES:
- SEE SHEET C-201 FOR NOTES.

KEYMAP



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REGISTRATION NO. F-5713

REGISTRATION NO. F-554

Colin M. Bible
107159
Professional Engineer
Digitally Signed 05/13/2024

| | | | | |
|-------------|---------------------|--|--|--|
| BY | SAM | | | |
| DESCRIPTION | PLAN REVISION NO. 1 | | | |
| DATE | 3/1/2024 | | | |
| REV. | △ | | | |

EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

DEMOLITION PLAN V

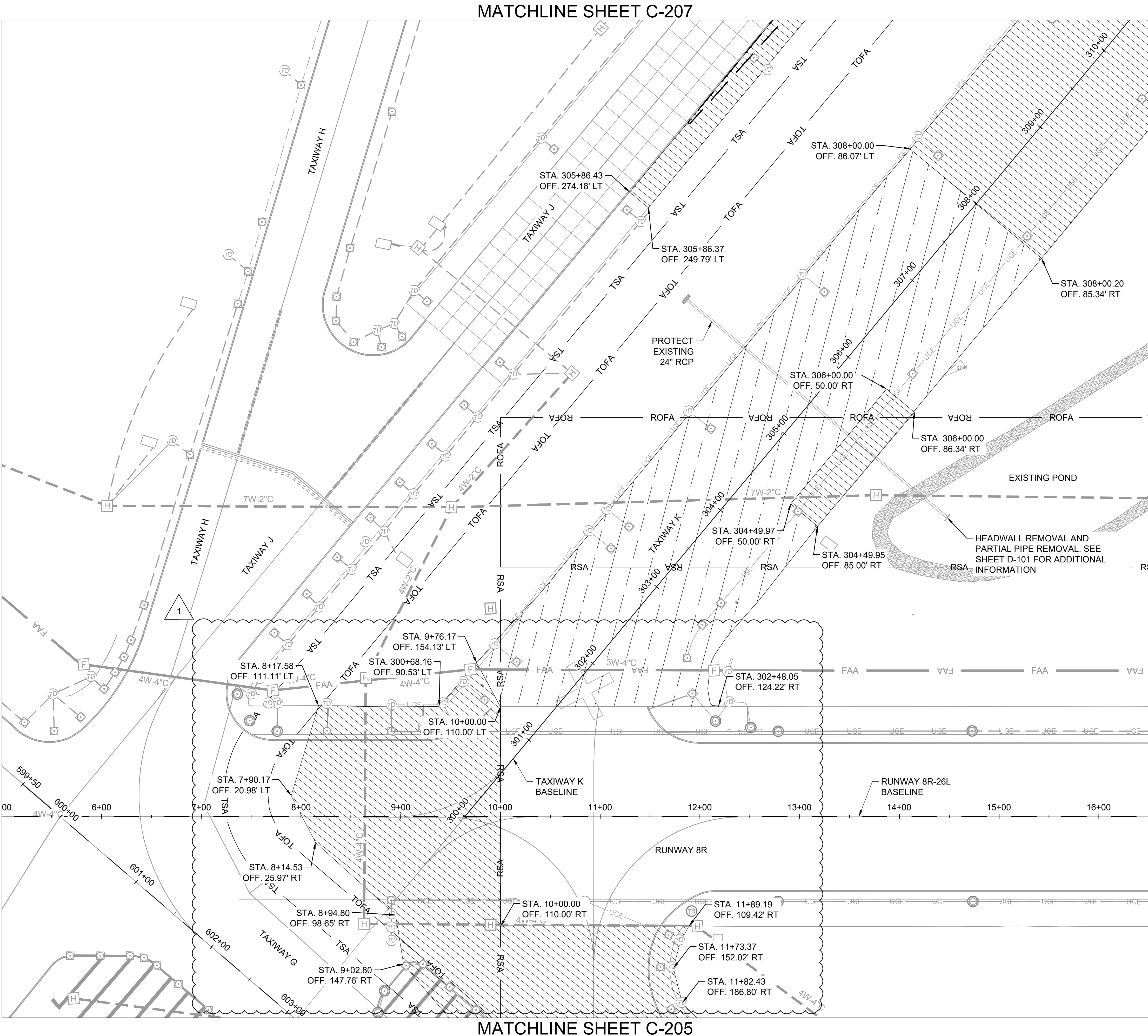
JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
C-205

SHEET NUMBER
40

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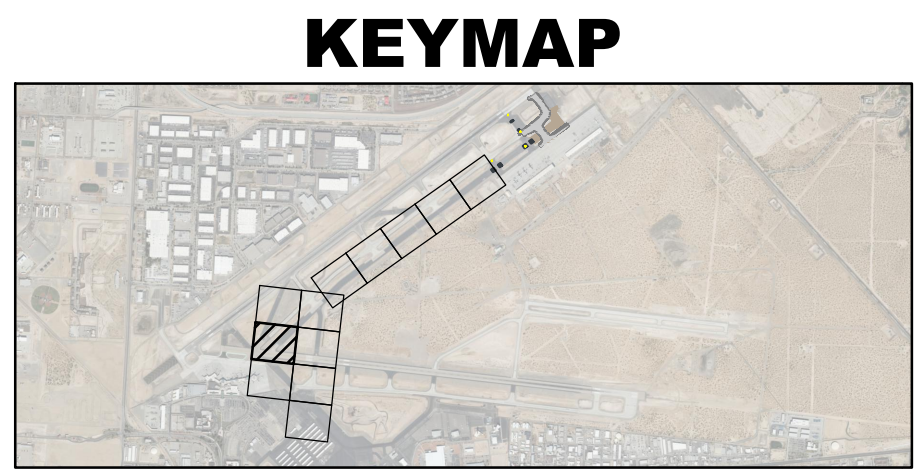


MATCHLINE SHEET C-203

LEGEND

| | |
|--|--------------------------------------|
| | ASPHALT PAVEMENT REMOVAL |
| | ASPHALT PAVEMENT MILL & SOIL FILL |
| | CONCRETE PAVEMENT REMOVAL |
| | RSA — RUNWAY SAFETY AREA |
| | ROFA — RUNWAY OBJECT FREE AREA |
| | TSA — TAXIWAY SAFETY AREA |
| | TOFA — TAXIWAY OBJECT FREE AREA |
| | EXISTING AIRFIELD LIGHT |
| | EXISTING HANDHOLE |
| | EXISTING UNDERGROUND ELECTRICAL LINE |
| | ELECTRICAL DUCT |

- NOTES:
- SEE SHEET C-201 FOR NOTES.



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REGISTRATION NO. F-5713

REGISTRATION NO. F-554

Colin M. Bible
Professional Engineer
State of Texas
No. 107159
Exp. 05/13/2024

| | | | | |
|-------------|---------------------|--|--|--|
| BY | SAM | | | |
| DESCRIPTION | PLAN REVISION NO. 1 | | | |
| DATE | 3/1/2024 | | | |
| REV. | 1 | | | |

EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

DEMOLITION PLAN VI

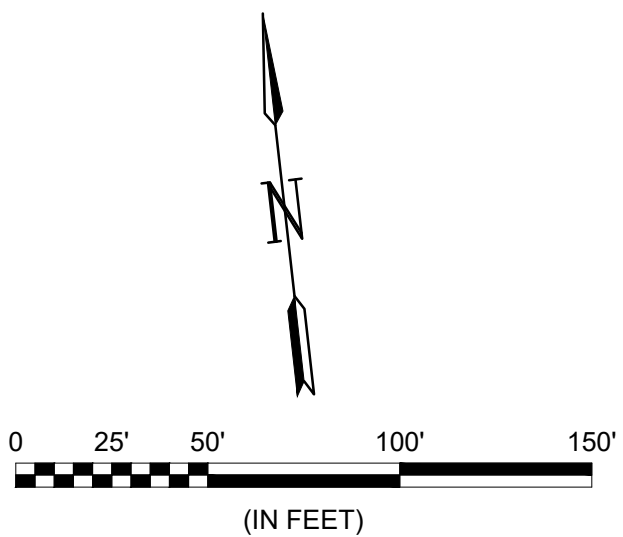
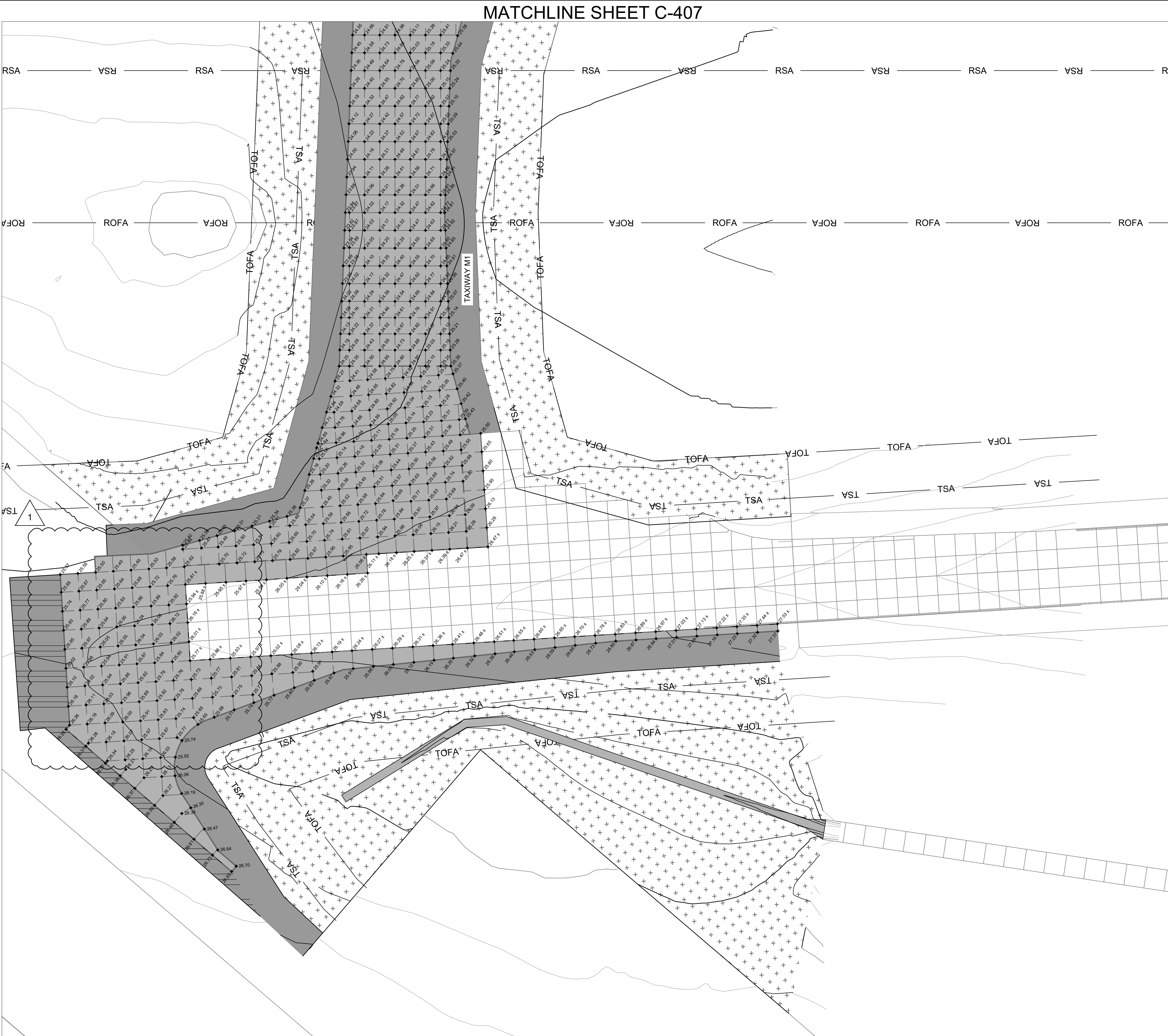
JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JAH
DRAWN BY: JAH

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DRAWING NUMBER
C-206

SHEET NUMBER
41

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Last plotted by: Heron, Johnna D Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 3/1/2024 2:36 PM Plotter used: DWG To PDF.pc3



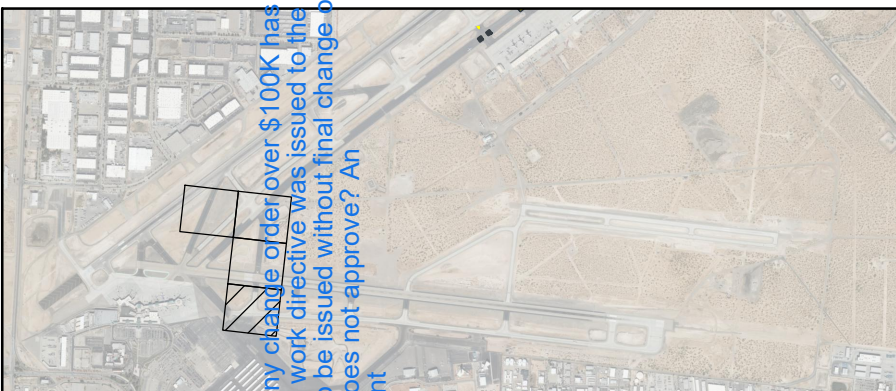
LEGEND

- 15" FULL STRENGTH CONCRETE PAVEMENT
- 4" ASPHALT SHOULDER PAVEMENT
- VARIABLE DEPTH ASPHALT MILL
- 4" RECYCLED ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT
- EXISTING ASPHALT PAVEMENT
- TOFA TAXIWAY OBJECT FREE AREA
- ROFA RUNWAY OBJECT FREE AREA
- RSA RUNWAY SAFETY AREA
- 3920 PROPOSED CONTOUR
- 3920 EXISTING CONTOUR
- TSA TAXIWAY SAFETY AREA
- 22.50 PROPOSED SPOT ELEVATION

NOTES:
1. SEE SHEET C-403 FOR GENERAL NOTES

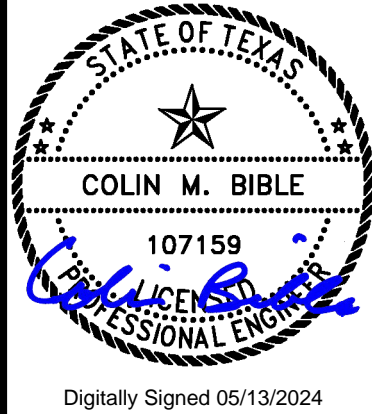
Any change over \$100K has to be approved by City Council
A work directive was issued to the contractor on 11/26/2024, this is a large amount for a work directive
it be issued without final change approval. This is something we do not recommend, what happens if City Council
does not approve? An

KEYMAP



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REGISTRATION NO. F-5713

MCi
REGISTRATION NO. F-554



| REV. | DATE | DESCRIPTION | BY |
|------|----------|---------------------|-----|
| 1 | 3/1/2024 | PLAN REVISION NO. 1 | SAM |

EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS
RELOCATION OF TAXIWAY M

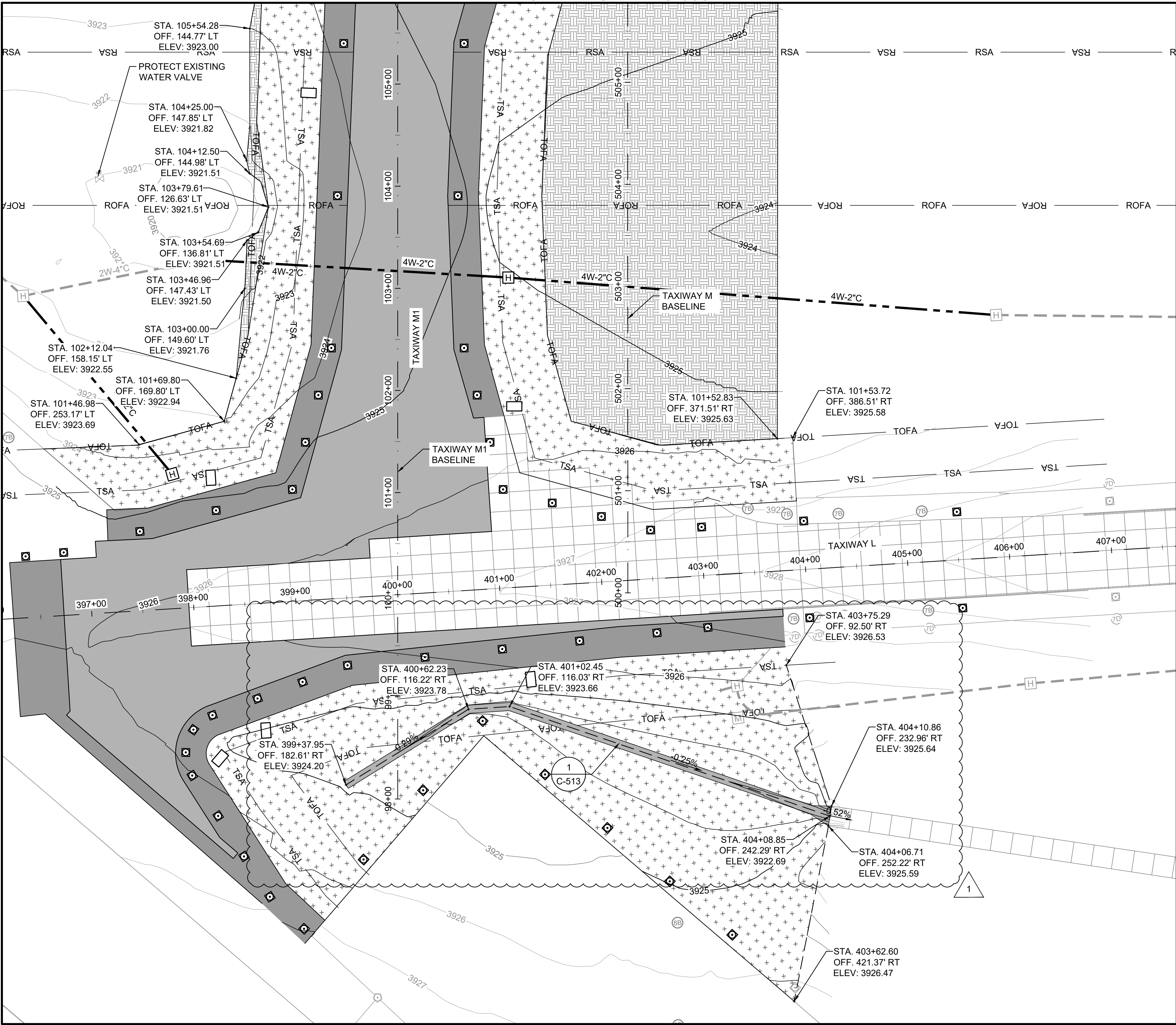
ELEVATION PLAN I

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JAH
DRAWN BY: JAH

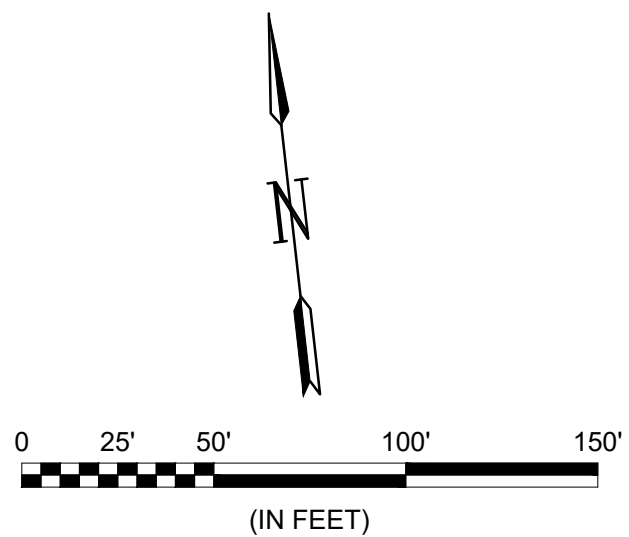
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
DRAWING NUMBER
C-406
SHEET NUMBER
60

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Last plotted by: Herron, Johnna D. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 3/1/2024 2:39 PM Plotter used: DWG To PDF.pc3

MATCHLINE SHEET C-505



MATCHLINE SHEET C-501



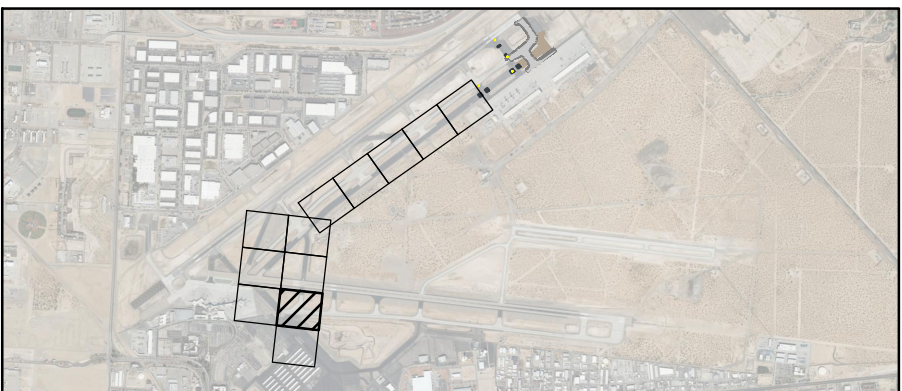
LEGEND

- 15" FULL STRENGTH CONCRETE PAVEMENT
- 4" ASPHALT PAVEMENT
- EXISTING PAVEMENT
- APPROXIMATE GRADING LIMITS
- 4" RECYCLED ASPHALT PAVEMENT
- RSA RUNWAY SAFETY AREA
- ROFA RUNWAY OBJECT FREE AREA
- TSA TAXIWAY SAFETY AREA
- TOFA TAXIWAY OBJECT FREE AREA
- 3920 EXISTING CONTOUR
- 3920 PROPOSED CONTOUR
- PROPOSED GRADING FEATURE
- PROPOSED TAXIWAY EDGE LIGHT

NOTES:

- GRADING SHALL BE IN ACCORDANCE WITH EL PASO ORDINANCES 18.44.200, 18.44.220, AND 18.44.090. SEE SHEET D-100.
- SEE ELECTRICAL SHEETS FOR LIGHTING AND SIGNING INFORMATION.
- UNLESS OTHERWISE NOTED, PAVEMENT REMOVAL AREAS SHALL BE GRADED TO MATCH EXISTING GRADES.
- CONTRACTOR SHALL LOCATE AND FIELD VERIFY ALL UTILITIES PRIOR TO GRADING. CONTRACTOR SHALL PROTECT ALL UTILITIES TO REMAIN, ANY DAMAGE TO THESES UTILITIES DURING GRADING OPERATIONS SHALL BE REPAIRED IMMEDIATELY AND AT NO COST TO THE OWNER.
- SEE DEMOLITION PLANS AND TYPICAL SECTIONS FOR PAVEMENT REMOVAL DETAILS.
- EXISTING MILLINGS ADJACENT TO EXISTING PAVEMENT ARE INCLUDED IN THE CALCULATION OF UNCLASSIFIED EXCAVATION.
- SEE CROSS SECTIONS FOR GRADING INFORMATION BETWEEN THE SHOULDER AND TOFA. SEE PLAN AND PROFILE AND ELEVATION PLANS FOR PAVEMENT ELEVATIONS AND SLOPES.

KEYMAP



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REGISTRATION NO. F-5713



| REV. | DATE | DESCRIPTION | BY |
|------|----------|---------------------|-----|
| 1 | 3/1/2024 | PLAN REVISION NO. 1 | SAM |

EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

GRADING PLAN II

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JAH
DRAWN BY: JAH

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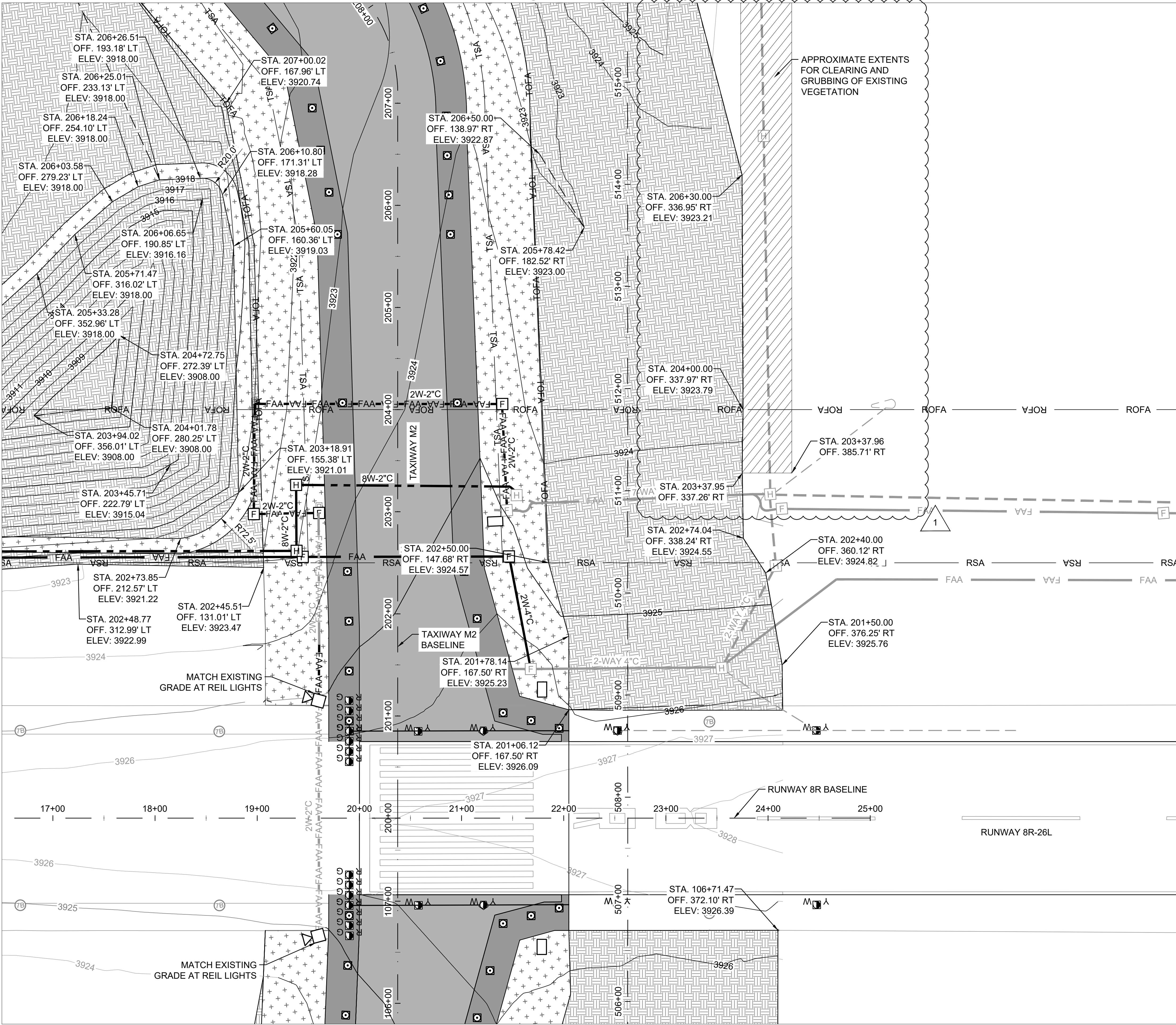
DRAWING NUMBER

C-502

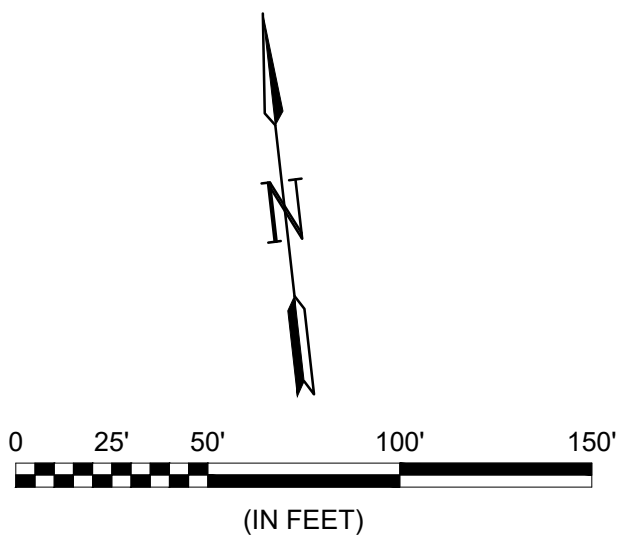
SHEET NUMBER 65

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Last plotted by: Herron, Johnna D. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 3/1/2024 2:38 PM Plotter used: DWG To PDF.pc3

MATCHLINE SHEET C-506



MATCHLINE SHEET C-502



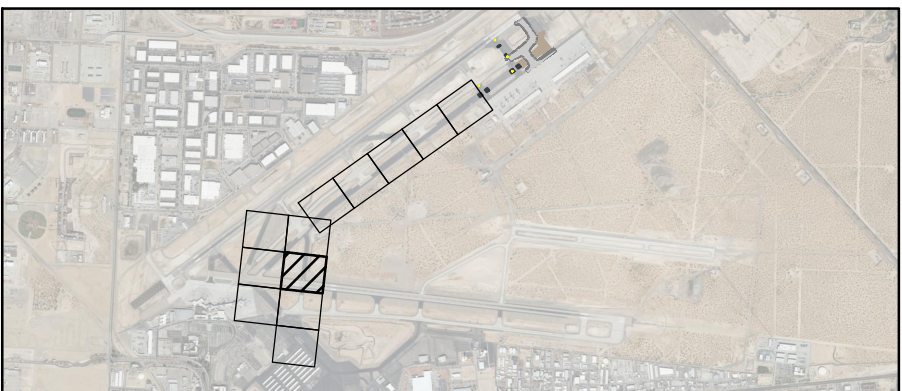
LEGEND

- 15" FULL STRENGTH CONCRETE PAVEMENT
- 4" ASPHALT SHOULDER PAVEMENT
- EXISTING PAVEMENT
- APPROXIMATE GRADING LIMITS
- 4" RECYCLED ASPHALT PAVEMENT
- RSA RUNWAY SAFETY AREA
- ROFA RUNWAY OBJECT FREE AREA
- TSA TAXIWAY SAFETY AREA
- TOFA TAXIWAY OBJECT FREE AREA
- 3920 EXISTING CONTOUR
- 3920 PROPOSED CONTOUR
- PROPOSED GRADING FEATURE
- PROPOSED TAXIWAY EDGE LIGHT

NOTES:

- SEE SHEET C-502 FOR NOTES.

KEYMAP



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REGISTRATION NO. F-5713

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REGISTRATION NO. F-554



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| DATE | 3/1/2024 |
| REV. | |

EL PASO INTERNATIONAL
AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

GRADING PLAN III

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JAH
DRAWN BY: JAH

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DRAWING NUMBER
C-503

SHEET
NUMBER **66**

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EL PASO INTERNATIONAL
AIRPORT
EL PASO, TEXAS

GRADING PLAN IV

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JAH
DRAWN BY: JAH

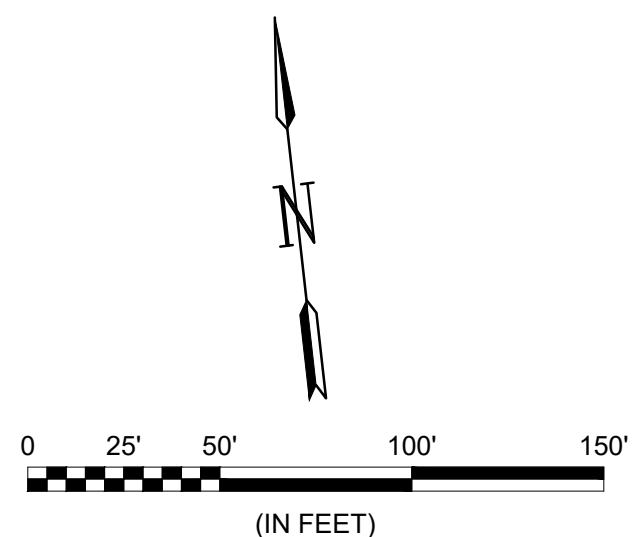
BAR IS ONE INCH ON
ORIGINAL DRAWING

0  1"





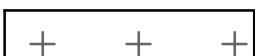

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DRAWING NUMBER

C-504
SHEET
NUMBER **67**

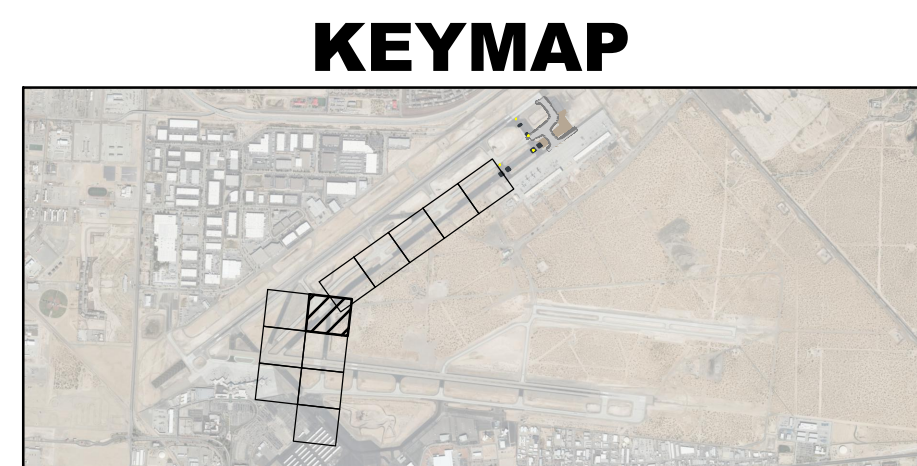


LEGEND

| | |
|---|--|
|  | 15" FULL STRENGTH CONCRETE PAVEMENT |
|  | 4" ASPHALT SHOULDER PAVEMENT |
|  | EXISTING PAVEMENT |
|  | APPROXIMATE GRADING LIMITS |
|  | 4" RECYCLED ASPHALT PAVEMENT |
| — RSA — | RUNWAY SAFETY AREA |
| — ROFA — | RUNWAY OBJECT FREE AREA |
| — TSA — | TAXIWAY SAFETY AREA |
| — TOFA — | TAXIWAY OBJECT FREE AREA |
| — 3920 — | EXISTING CONTOUR |
| — 3920 — | PROPOSED CONTOUR |
| — — — — | PROPOSED GRADING FEATURE |
|  | PROPOSED TAXIWAY EDGE LIGHT |

NOTES:

1. SEE SHEET C-502 FOR NOTES.



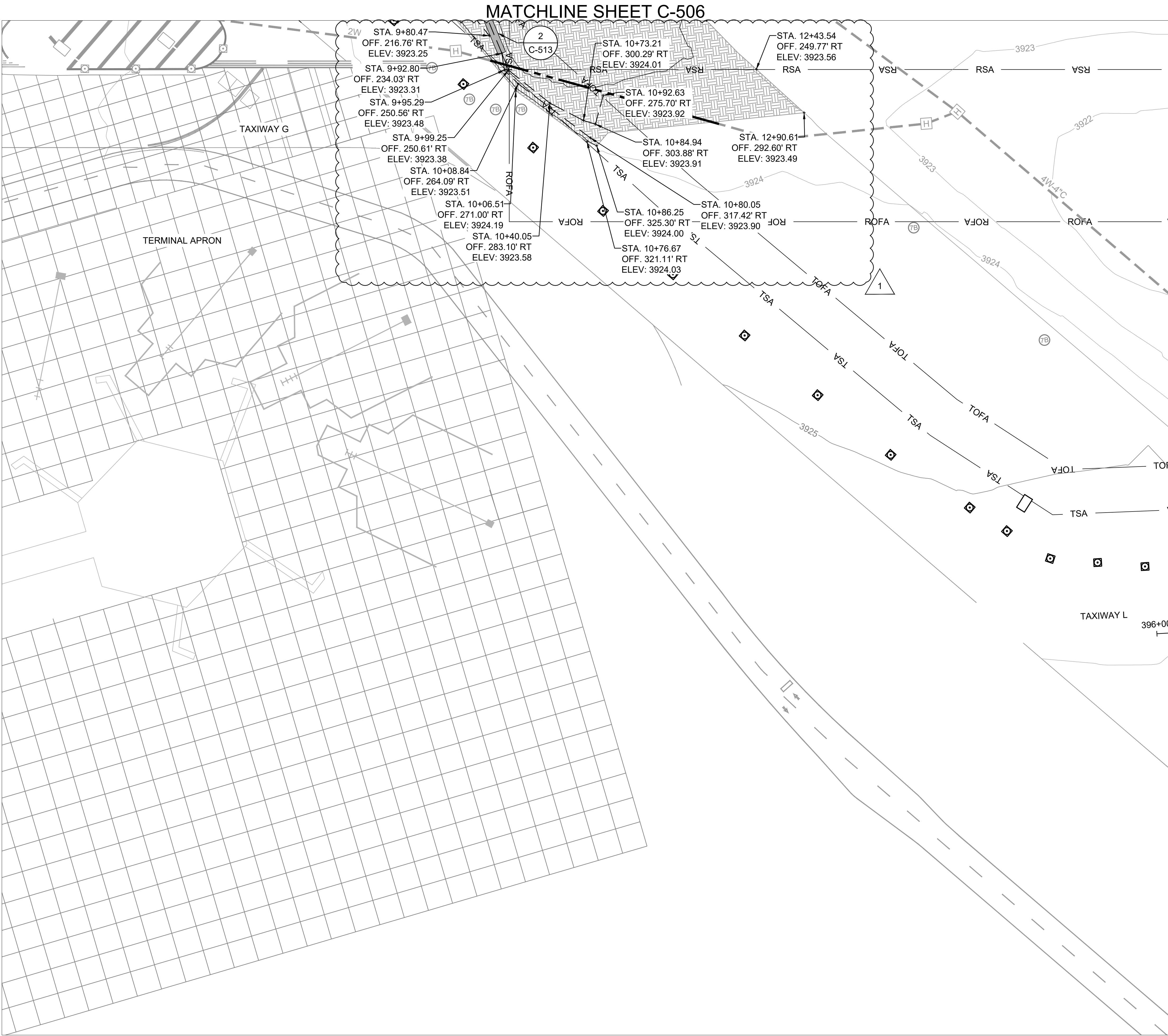
KEYMAP

MATCHLINE SHEET C-507

MATCHLINE SHEET C-503

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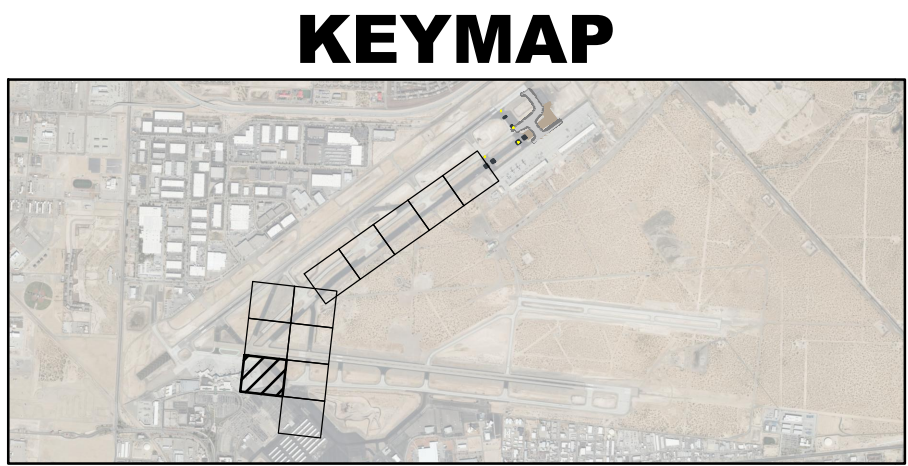


MATCHLINE SHEET C-502

LEGEND

| | |
|--|-------------------------------------|
| | 15" FULL STRENGTH CONCRETE PAVEMENT |
| | 4" ASPHALT SHOULDER PAVEMENT |
| | EXISTING PAVEMENT |
| | APPROXIMATE GRADING LIMITS |
| | 4" RECYCLED ASPHALT PAVEMENT |
| | RSA RUNWAY SAFETY AREA |
| | ROFA RUNWAY OBJECT FREE AREA |
| | TSA TAXIWAY SAFETY AREA |
| | TOFA TAXIWAY OBJECT FREE AREA |
| | 3920 EXISTING CONTOUR |
| | 3920 PROPOSED CONTOUR |
| | PROPOSED GRADING FEATURE |

- NOTES:
- SEE SHEET C-502 FOR NOTES.



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| 1 | 3/1/2024 | PLAN REVISION NO. 1 | SAM |
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EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

GRADING PLAN V

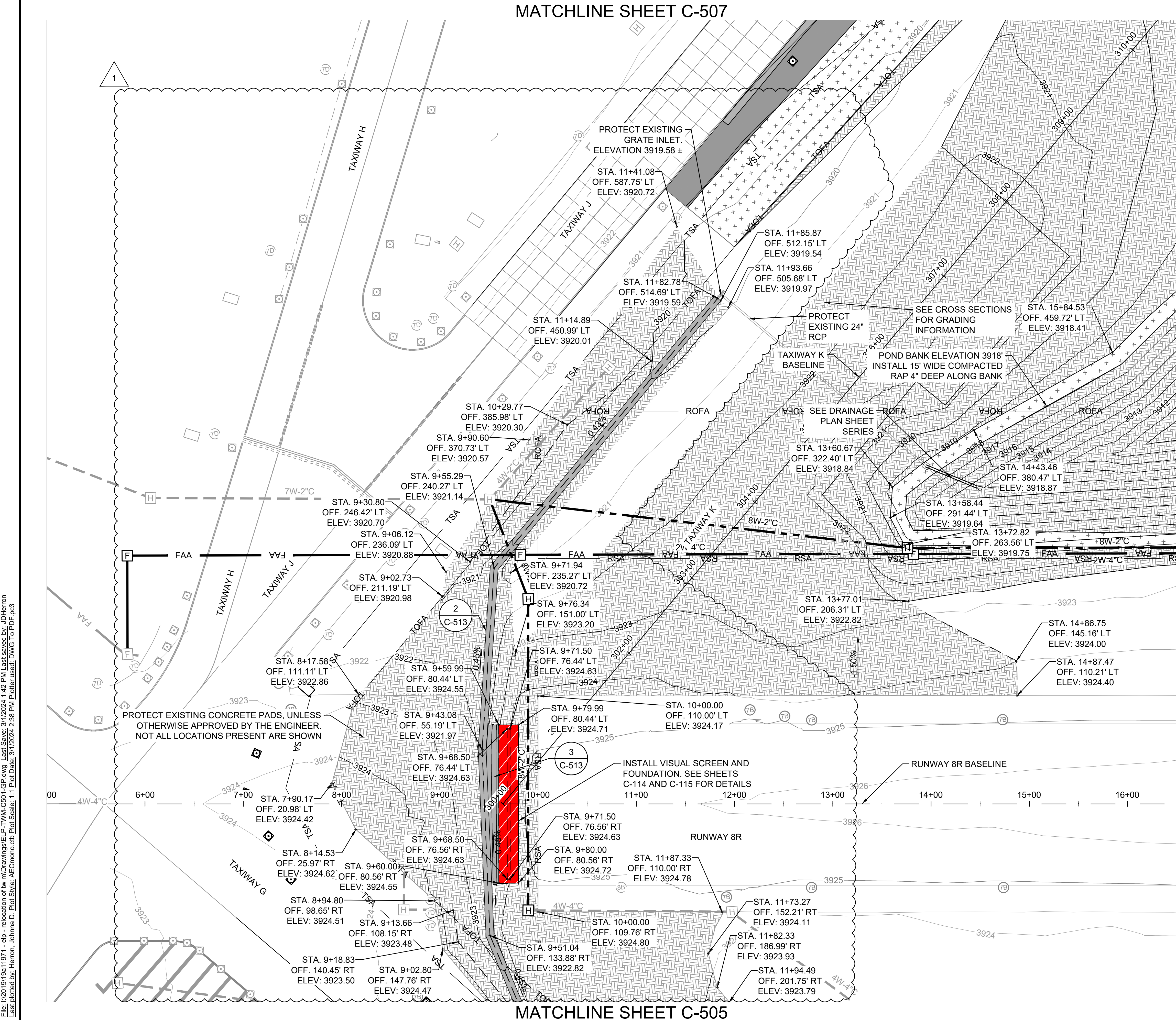
JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JAH
DRAWN BY: JAH

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0 1"
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C-505

SHEET NUMBER
68

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MATCHLINE SHEET C-503

0 25' 50' 100' 150'
(IN FEET)

LEGEND

| | |
|--|-------------------------------------|
| | 15" FULL STRENGTH CONCRETE PAVEMENT |
| | 4" ASPHALT SHOULDER PAVEMENT |
| | EXISTING PAVEMENT |
| | APPROXIMATE GRADING LIMITS |
| | 4" RECYCLED ASPHALT PAVEMENT |
| | RSA RUNWAY SAFETY AREA |
| | ROFA RUNWAY OBJECT FREE AREA |
| | TSA TAXIWAY SAFETY AREA |
| | TOFA TAXIWAY OBJECT FREE AREA |
| | EXISTING CONTOUR |
| | PROPOSED CONTOUR |
| | PROPOSED GRADING FEATURE |

NOTES:
1. SEE SHEET C-502 FOR NOTES.

KEYMAP

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JAH
DRAWN BY: JAH

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DRAWING NUMBER
C-506

SHEET NUMBER
69

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REGISTRATION NO. F-5713

STATE OF TEXAS
COLIN M. BIBLE
107159
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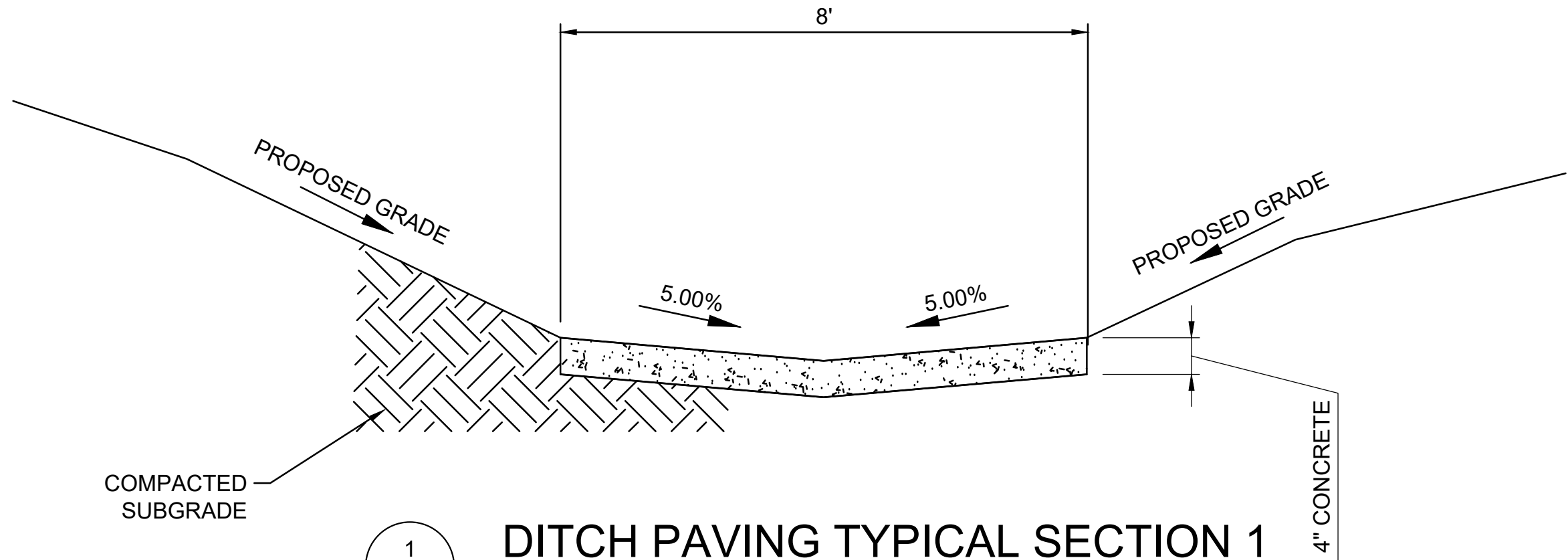
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| BY | SAM | | | |
| DESCRIPTION | PLAN REVISION NO. 1 | | | |
| DATE | 3/1/2024 | | | |
| REV. | | | | |

EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

GRADING PLAN VI

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Last plotted by: Herron, Johnna D. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 3/1/2024 2:38 PM Plotter used: DWG To PDF.pc3

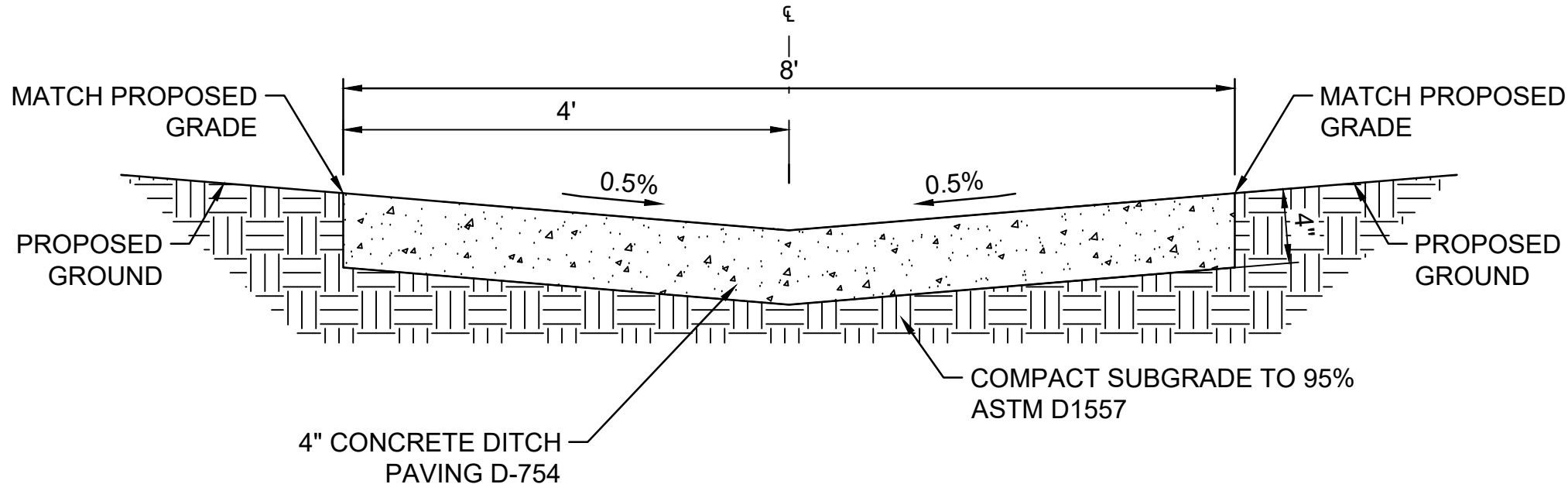


1
C-513

DITCH PAVING TYPICAL SECTION 1
SCALE: NONE

NOTE:

1. CONTRACTOR SHALL INSTALL EXPANSION JOINT AT 30' INTERVALS OR WHERE DITCH CHANGES DIRECTION BY MORE THAN 90 DEGREES. CONTRACTOR SHALL SAWCUT DUMMY CONTRACTION JOINTS AT 10' INTERVALS OR AT LOCATIONS APPROVED BY THE ENGINEER. PAYMENT FOR THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO CONCRETE DITCH PAVING.

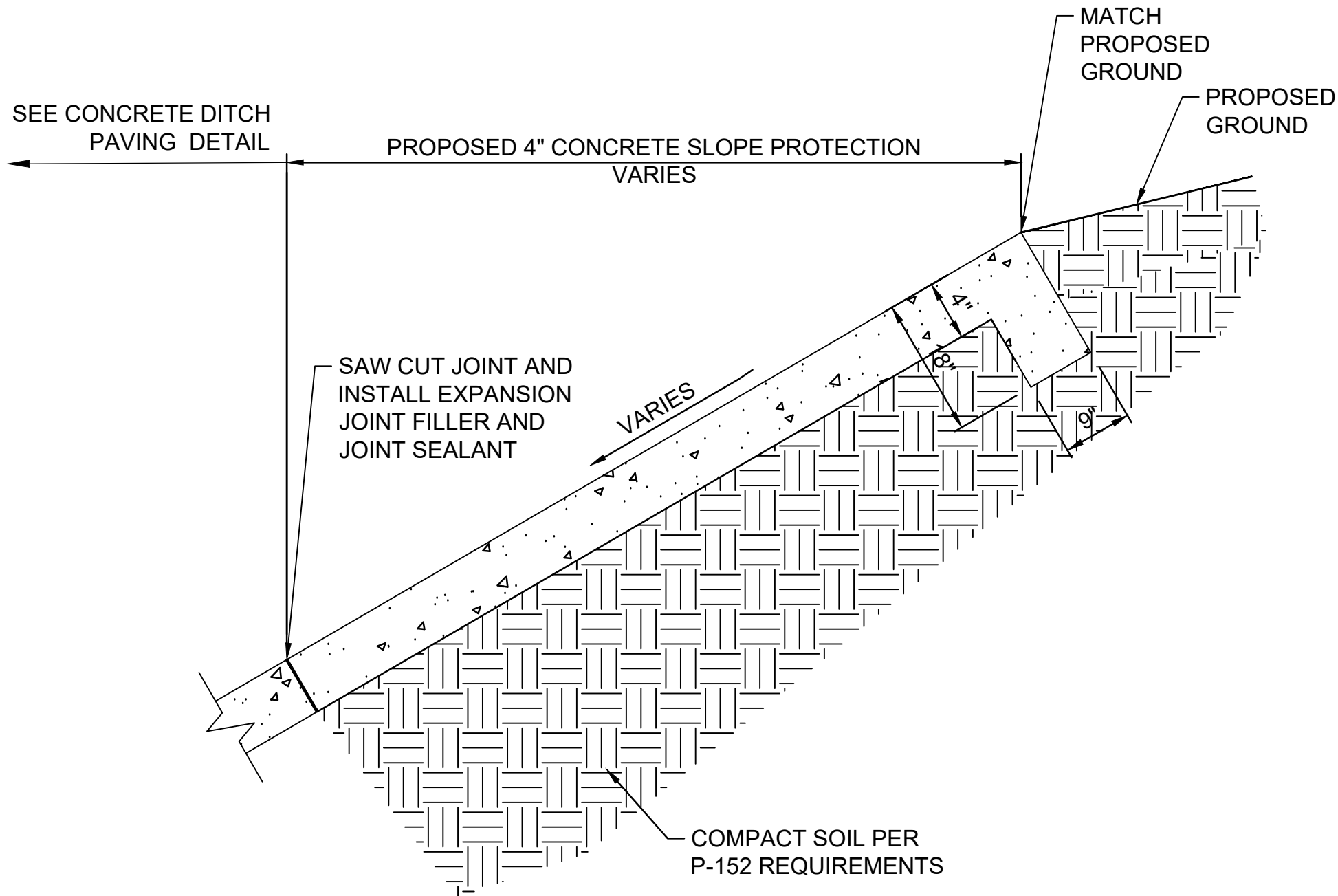


NOTES:

1. CONTRACTION AND EXPANSION JOINTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CDOT SPECIFICATIONS AND STANDARD DRAWINGS.
2. CONTRACTOR SHALL INSTALL EXPANSION JOINT AT 30' INTERVALS OR WHERE DITCH CHANGES DIRECTION BY MORE THAN 90 DEGREES. CONTRACTOR SHALL SAWCUT DUMMY CONTRACTION JOINTS AT 10' INTERVALS OR AT LOCATIONS APPROVED BY THE ENGINEER. PAYMENT FOR THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO CONCRETE DITCH PAVING.

2
C-513

DITCH PAVING TYPICAL SECTION 2
SCALE: NONE



3
C-513

SLOPE PROTECTION DETAIL
SCALE: NONE

NOTES:

1. SLOPE PROTECTION WILL BE PAID FOR AS CONCRETE DITCH PAVING.



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| △ | 3/1/2024 | PLAN REVISION NO. 1 | SAM |

EL PASO INTERNATIONAL
AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

GRADING DETAILS

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JAH
DRAWN BY: JAH

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DRAWING NUMBER

C-513

SHEET
NUMBER **76**

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EL PASO INTERNATIONAL
AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

MARKING
INSTALLATION PLAN I

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: RVD
DRAWN BY: RVD

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ORIGINAL DRAWING

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DRAWING NUMBER

M-301

SHEET NUMBER **103**

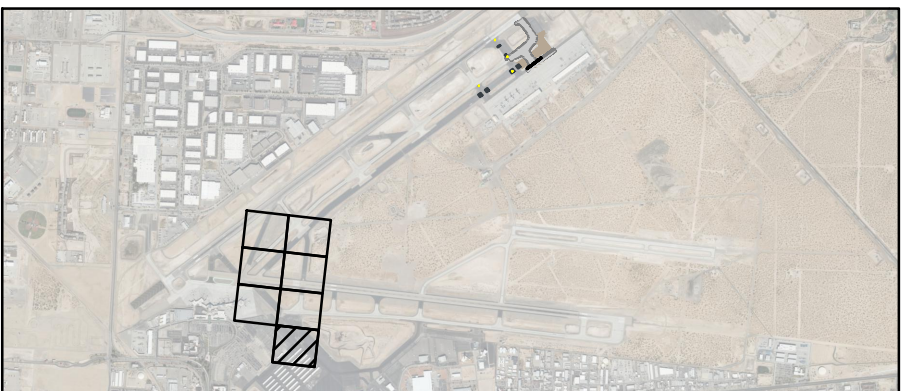
LEGEND

- | | |
|---|-------------------------------------|
|  | FINAL PAVEMENT MARKINGS (YELLOW) |
|  | FINAL PAVEMENT MARKINGS (WHITE) |
|  | EXISTING PAVEMENT MARKINGS |

NOTES:

1. SEE SHEETS M-101 THROUGH M-103 FOR PAVEMENT MARKING DETAILS.
2. ANY DAMAGE TO PAVEMENT FROM SURFACE PREPARATION FOR MARKING INSTALLATION SHALL BE REPAIRED BY APPROVED METHODS BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
3. TAXIWAY CENTERLINE AND CONTINUOUS EDGE MARKINGS SHALL BE INTERRUPTED WHEN CROSSING RUNWAY HOLDING POSITION MARKINGS.

KEYMAP



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Last plotted by: Herron, Johnna D Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 3/1/2024 2:40 PM Plotter used: DWG To PDF.pc3

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Last plotted by: Pennington, Taylor D., Plot Style: AECmono.ctb, Plot Date: 3/1/2024 2:22 PM, Plotter used: AutoCAD PDF (General Documentation).pc3

SYMBOL

ITEM DESCRIPTION

CONSTRUCTION NOTES:

CAUTION NOTES:






















1. UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS, HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN AND THE ACTUAL LOCATIONS OF THE UTILITIES MAY VARY FROM THE LOCATIONS SHOWN. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITIES ON THE GROUND. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL THEY ARE NO LONGER NECESSARY.
2. TEXAS STATE LAW, THE UNDERGROUND FACILITIES DAMAGE PREVENTION ACT, REQUIRES TWO WORKING DAYS ADVANCE NOTIFICATION THROUGH THE TEXAS ONE-CALL SYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT IN THE CASE OF AN EMERGENCY). THE ONE-CALL SYSTEM PHONE NUMBER IS 1-800-344-8377. THE CONTRACTOR IS ADVISED THAT THERE IS A SEVERE PENALTY FOR NOT MAKING THIS CALL. NOT ALL UTILITY COMPANIES ARE MEMBERS OF THE TEXAS ONE-CALL SYSTEM; THEREFORE, THE CONTRACTOR IS ADVISED TO CONTACT ALL NON-MEMBER UTILITIES AS WELL AS THE ONE-CALL SYSTEM.


ELECTRICAL SAFETY NOTES:

1. SERIES CIRCUITS CAN BE DANGEROUS AND / OR FATAL.
2. LOCKOUT / TAGOUT PROCEDURES SHALL BE FOLLOWED.
3. LIGHTING REGULATORS SHALL BE TURNED OFF, LOCKED, AND TAGGED OUT OF SERVICE BEFORE ANY WORK IS DONE ON THE SERIES CIRCUIT.
4. THE ELECTRICAL RESISTANCE AND INSULATION INTEGRITY OF EACH MODIFIED CIRCUIT SHALL BE TESTED BEFORE THE CIRCUIT IS ENERGIZED.


DEMOLITION NOTES:

1. RESTORE THE DEMOLITION WORK AREAS TO MATCH EXISTING CONDITIONS.
2. LOCATE, IDENTIFY, AND PROTECT EXISTING SERVICES PASSING THROUGH DEMOLITION AREAS AND SERVING OTHER AREAS OUTSIDE THE DEMOLITION LIMITS. MAINTAIN SERVICES TO AREAS OUTSIDE DEMOLITION LIMITS. WHEN SERVICES MUST BE INTERRUPTED, INSTALL TEMPORARY SERVICES FOR AFFECTED AREAS.
3. MAINTAIN AND PROTECT EXISTING SERVICES WHICH TRANSIT THE AREAS AFFECTED BY SELECTIVE DEMOLITION.
4. MAINTAIN CIRCUIT CONTINUITY TO ALL EXISTING SYSTEM EQUIPMENT, DEVICES, ETC., TO REMAIN IN USE WHETHER NOTED ON THE PLANS OR NOT. FIELD VERIFY EXISTING ITEMS TO REMAIN IN USE. WIRING FOR EXISTING DEVICES WHICH MUST BE RE-ROUTED OR WHICH ARE PARTIALLY ABANDONED, SHALL BE RECONNECTED TO SERVICE THE REMAINING DEVICES ON THE CIRCUIT.
5. THE INTENTION OF THE ELECTRICAL DEMOLITION IS TO DISCONNECT AND REMOVE ALL ELECTRICAL WORK MADE VOID BY THE SCOPE OF THE CONSTRUCTION AND ALTERATION. FIELD VERIFY EXACT MATERIAL QUANTITIES REQUIRED TO BE REMOVED.
6. ALL REMOVED MATERIALS, OTHER THAN REMOVED MATERIALS TO BE RELOCATED, OR TURNED OVER TO THE OWNER, SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE PROJECT SITE.
7. COORDINATE ALL DEMOLITION WORK WITH ALL OTHER TRADES.
8. ALL EXISTING ELECTRICAL WORK AND ASSOCIATED RACEWAY AND WIRING WHICH HAS BEEN MADE OBSOLETE BY THE WORK AND / OR IS SHOWN DASHED ON THE ELECTRICAL DEMOLITION DRAWINGS, SHALL BE DISCONNECTED AND REMOVED, UNLESS OTHERWISE NOTED. AN ATTEMPT HAS BEEN MADE TO INDICATE ALL OF THIS WORK, BUT TOTAL ACCURACY IS NOT GUARANTEED.
9. FOR EXISTING ELECTRICAL EQUIPMENT TO BE REMOVED, DEMOLISH ALL EQUIPMENT, DEVICES, CIRCUITS, CONDUITS, BOXES, AND OTHER APPURTENANCES AS REQUIRED FOR A COMPLETE REMOVAL.
10. CUT OFF BOLT PROTRUSIONS, REMOVE ANCHORS, ETC. AT CEILING, FLOOR, OR WALL SURFACES AS REQUIRED. NO SUPPORT ITEMS SHALL BE LEFT IN PLACE.
11. REMOVE, CAP, AND / OR RELOCATE EQUIPMENT, OUTLETS, CONDUIT, WIRE, ETC., WHETHER INDICATED ON THE DRAWINGS OR NOT, AND AS MAY BECOME NECESSARY BECAUSE OF EXISTING FIELD CONDITIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VISIBLY EXAMINE ALL EXISTING AREAS DESIGNATED FOR REMOVAL OR MODIFICATION TO DETERMINE THE CONDUIT AND THE WIRING THAT WILL REQUIRE CAPPING AND / OR REMOVAL. THE CONTRACTOR SHALL BE HELD TO HAVING VISITED THE SITE AND TAKEN ALL EXISTING CONDITIONS INTO CONSIDERATION.
12. IN THE DEMOLITION WORK, REMOVE ALL CABLING ASSOCIATED WITH SYSTEMS BEING REMOVED UNDER THIS PROJECT BACK TO SOURCE. NO CABLE SHALL BE LEFT ABANDONED IN PLACE. REMOVE ALL UNUSED AND EMPTY CONDUIT THAT IS EXPOSED OR WITHIN ACCESSIBLE CEILINGS WHICH IS AFFECTED BY AND IS IN THE AREA OF THE WORK OF THIS CONTRACT.
13. WHERE ELECTRICAL EQUIPMENT, CONDUIT, BOXES, AND SUPPORTING HARDWARE ARE REMOVED, PATCH AND FINISH THE SURFACE (WALL AND CEILING) AS REQUIRED TO MATCH THE EXISTING, UNLESS OTHERWISE NOTED.
14. WHERE BURIED CONDUITS EXTENDING OUT OF A CONCRETE SLAB BECOME ABANDONED, CUT AND GRIND THE CONDUITS OFF FLUSH WITH TOP OF SLAB AND PLUG WITH NON-SHRINK WATERPROOF GROUT FILL.

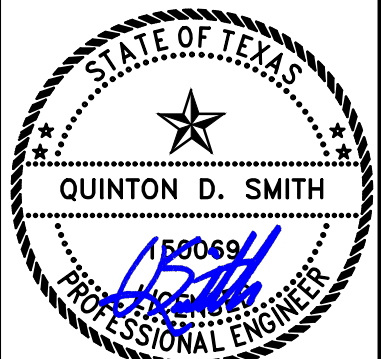
| | |
|---|--|
|  | NEW EQUIPMENT |
|  | EXISTING EQUIPMENT |
|  | EXISTING EQUIPMENT TO BE COMPLETELY DEMOLISHED AND REMOVED, AREA TO BE RESTORED |
|  | TAXIWAY EDGE LIGHT REMOVED WITH BASE TO REMAIN. BLANK COVER INSTALLED. |
|  | L-861T TAXIWAY EDGE LIGHT |
|  | L-852T IN-PAVEMENT TAXIWAY EDGE LIGHT |
|  | L-862 RUNWAY EDGE LIGHT, COLOR AS INDICATED |
|  | L-862E RUNWAY THRESHOLD LIGHT, COLOR AS INDICATED |
|  | L-850C RUNWAY EDGE LIGHT, COLOR AS INDICATED |
|  | BASE MOUNTED LIGHT |
|  | L-867D LIGHT BASE JUNCTION STRUCTURE |
|  | L-858 GUIDANCE SIGN, DOT INDICATES STA/OFFSET REFERENCE POINT WHEN PRESENT, SEE SIGN INDEX |
|  | L-853 ELEVATED RETROREFLECTOR |
|  | L-853 FLUSH RETROREFLECTOR |
|  | FAA RUNWAY END IDENTIFICATION LIGHT (REIL) |
|  | ELECTRICAL DUCT, NUMBER AND SIZE OF CONDUITS AS INDICATED |
|  | DUCT MARKER |
|  | HANDHOLE |
|  | MANHOLE |
|  | 3/4" x 10' COPPER CLAD STEEL GROUND ROD |
|  | SERIES LIGHTING CIRCUIT WITH COUNTERPOISE, NUMBER OF HASH MARKS INDICATES NUMBER OF CABLES |
| AFG | ABOVE FINISHED GRADE |
| AOA | AIRCRAFT OPERATIONS AREA |
| OFA | OBJECT FREE AREA |
| OFZ | OBSTACLE FREE ZONE |
| RSA | RUNWAY SAFETY AREA |
| TSA | TAXIWAY SAFETY AREA |
| PC | POINT OF CURVATURE |
| PE | POLYETHYLENE CONDUIT |
| PT | POINT OF TANGENCY |
| DEB | DIRECT EARTH BURIED |
| WP | WEATHERPROOF |
| UON | UNLESS OTHERWISE NOTED |
| (L) | LED WHERE INDICATED |



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| BY | JRP | | |
| DESCRIPTION | PLAN REVISION NO. 1 | | |
| DATE | 3/1/2024 | | |
| REV. | 1 | | |

EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

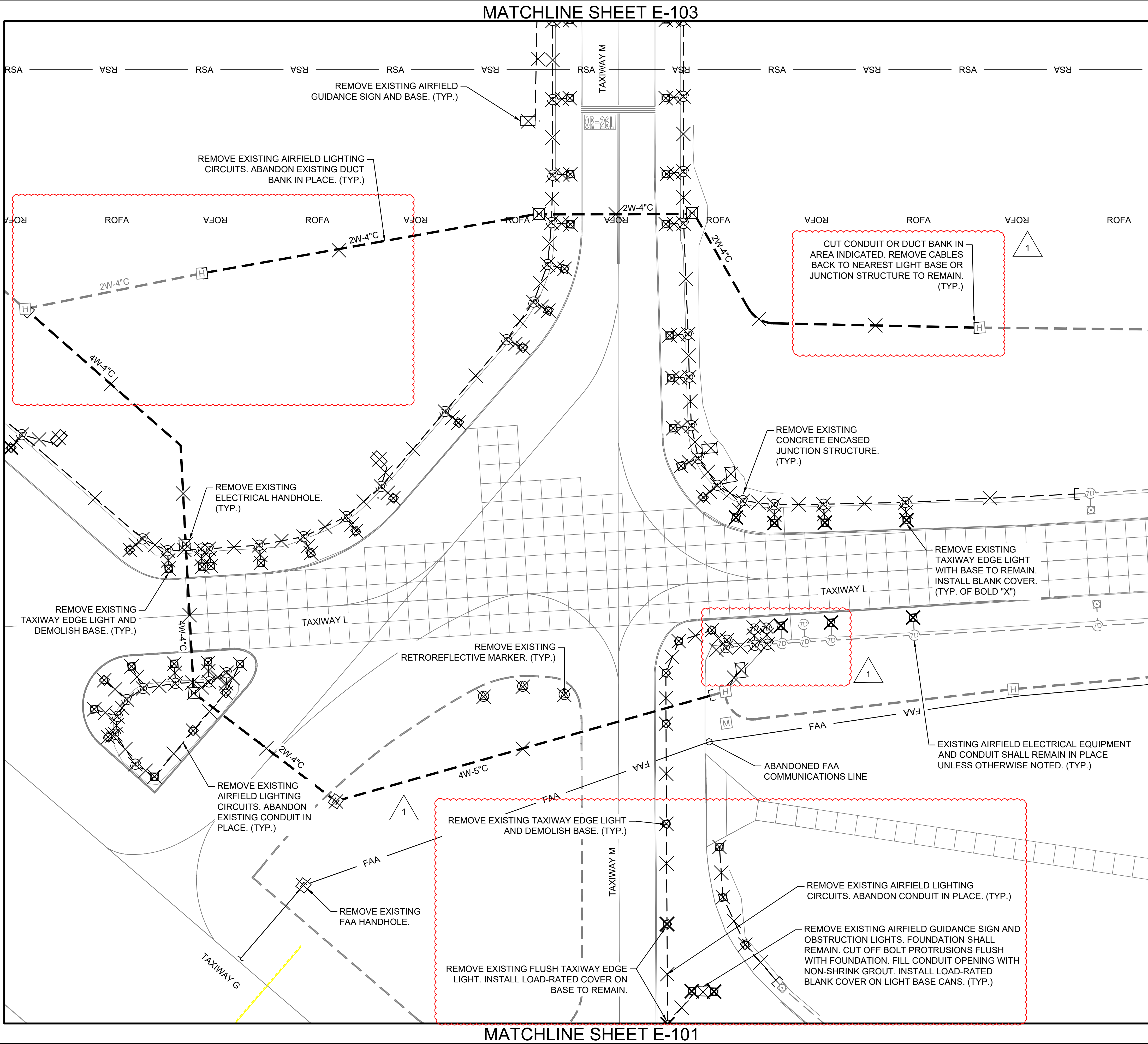
ELECTRICAL LEGEND & NOTES

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

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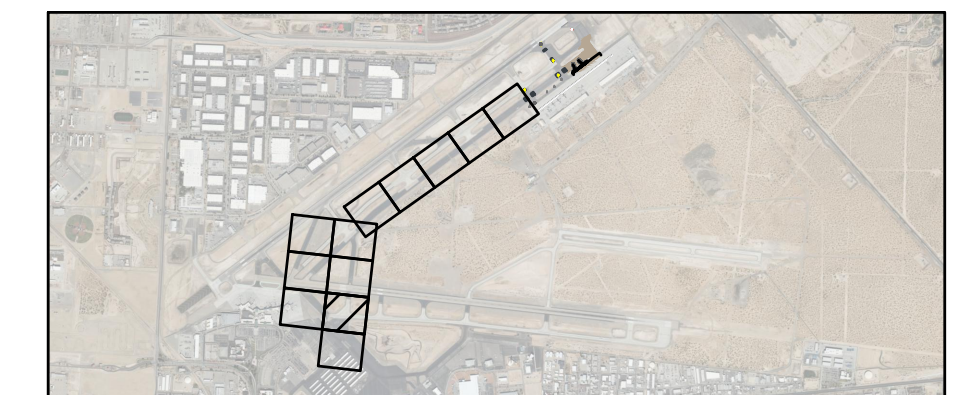
DRAWING NUMBER
E-001

SHEET NUMBER
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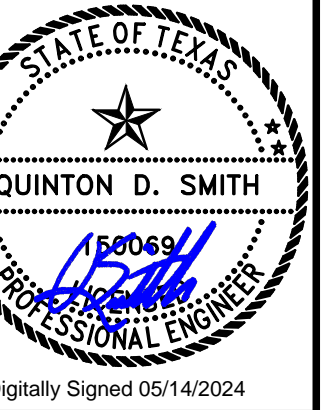


NOTES:

1. SEE SHEET E-101 FOR LIGHTING DEMOLITION NOTES.



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EL PASO INTERNATIONAL
AIRPORT
EL PASO, TEXAS

RELOCATION OF ANIMAL M

LIGHTING REMOVAL

PLAN 2

OB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

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DRAWING NUMBER

E-102

SHEET NUMBER **112**

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EL PASO INTERNATIONAL
AIRPORT
EL PASO, TEXAS

LIGHTING REMOVAL
PLAN 3

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

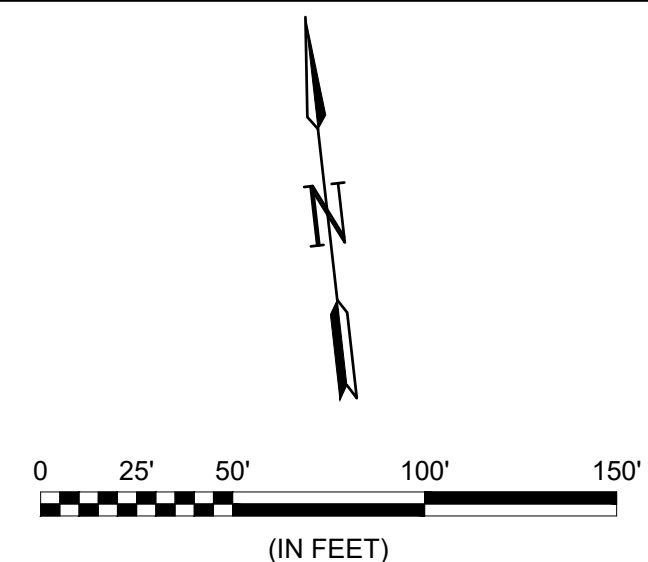
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ORIGINAL DRAWING

0 1"

IS NOT ONE INCH ON THIS SHEET

DRAWING NUMBER

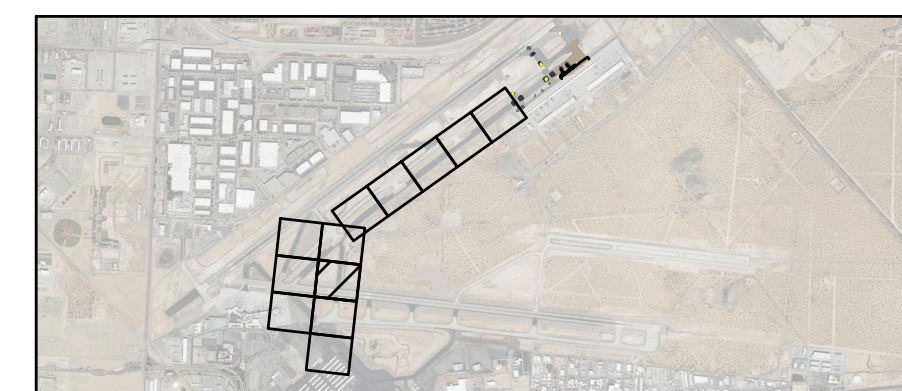
SHEET NUMBER **113**



NOTES:

1. SEE SHEET E-101 FOR LIGHTING DEMOLITION NOTES.
2. NEW FAA DUCT BANK SHALL BE IN PLACE PRIOR TO DEMOLITION OF EXISTING.
3. ANY FAA CABLE INDICATED FOR REMOVAL THAT IS DIRECT EARTH BURIED SHALL BE ABANDONED IN PLACE UNLESS OTHERWISE DIRECTED BY THE FAA.

KEYMAP



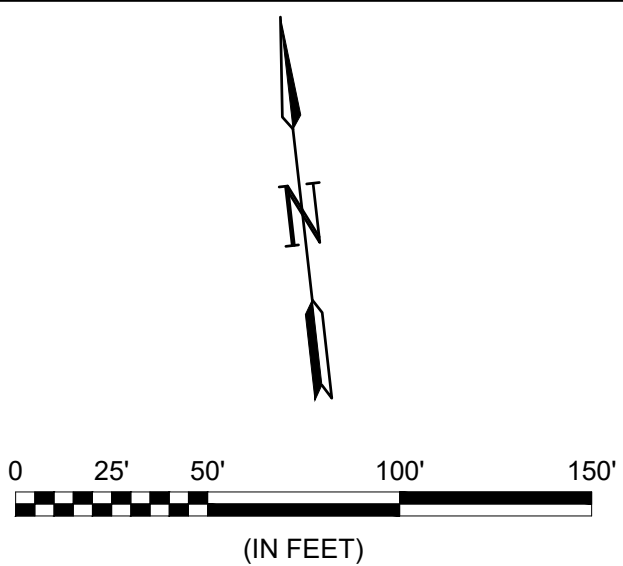
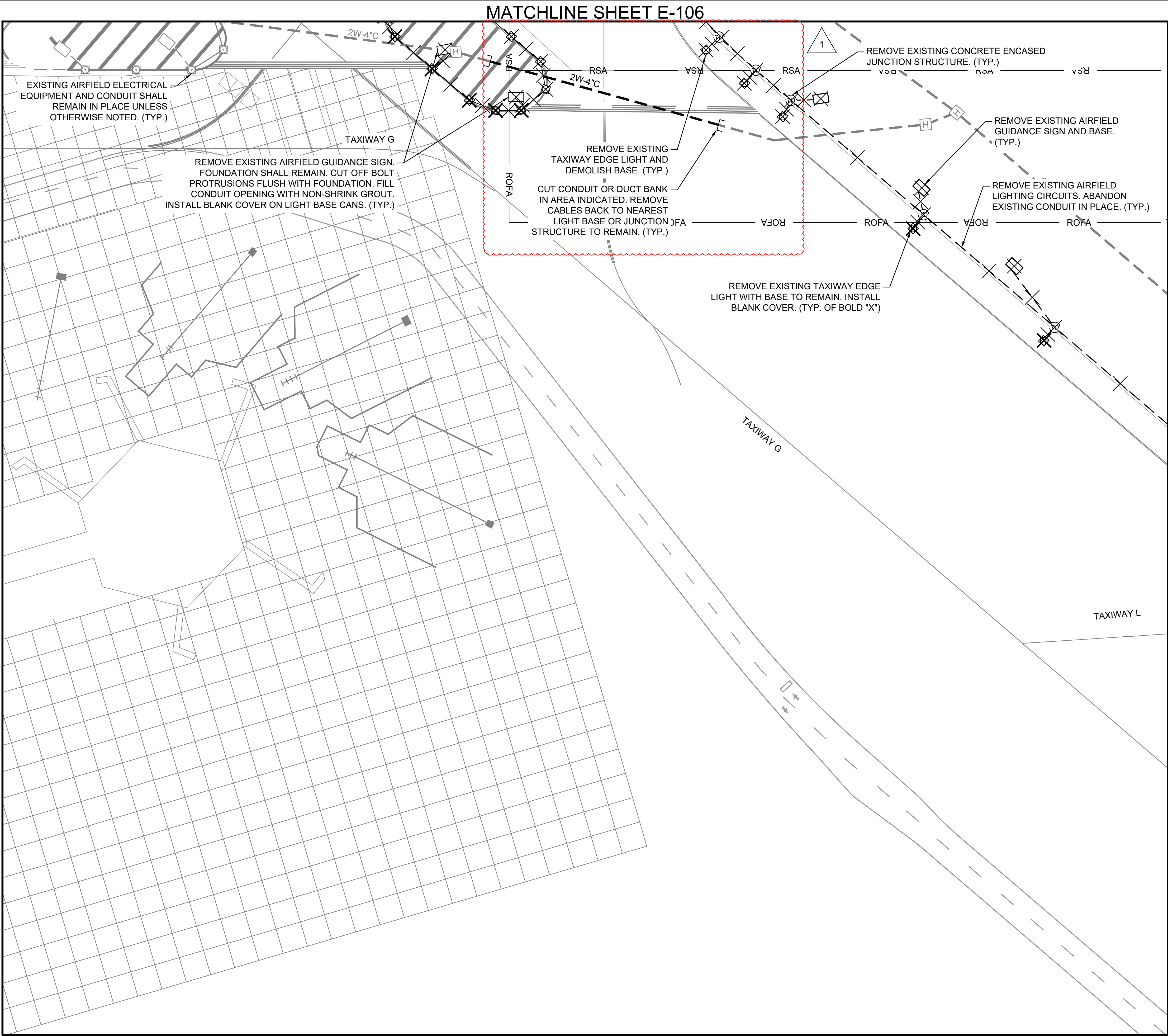
MATCHLINE SHEET E-104

MATCHLINE SHEET E-106

MATCHLINE SHEET E-102

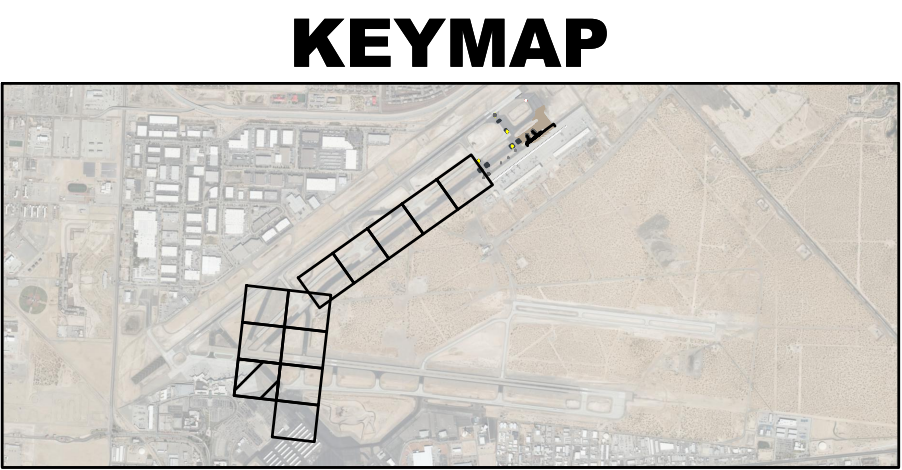
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Last plotted by: Pennington Taylor D, Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 5/14/2024 2:23 PM Plotter used: AutoCAD PDF (General Documentation).pc3


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Last plotted by: Pennington, Taylor D Plot Style: AECmonochrome.ctb Plot Date: 5/14/2024 2:23 PM Plotter Used: AutoCAD PDF (General Documentation).pc3




NOTES:

1. SEE SHEET E-101 FOR LIGHTING DEMOLITION NOTES.

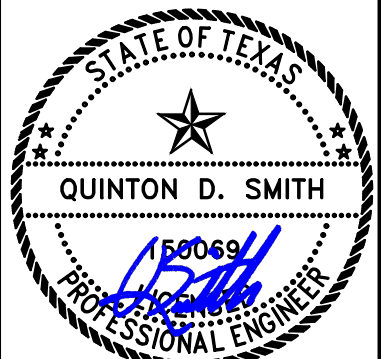




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REGISTRATION NO. F-5713



REGISTRATION NO. F-554



Quinton D. Smith
50069
Professional Engineer
Digitally Signed 05/14/2024

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EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

LIGHTING REMOVAL
PLAN 5

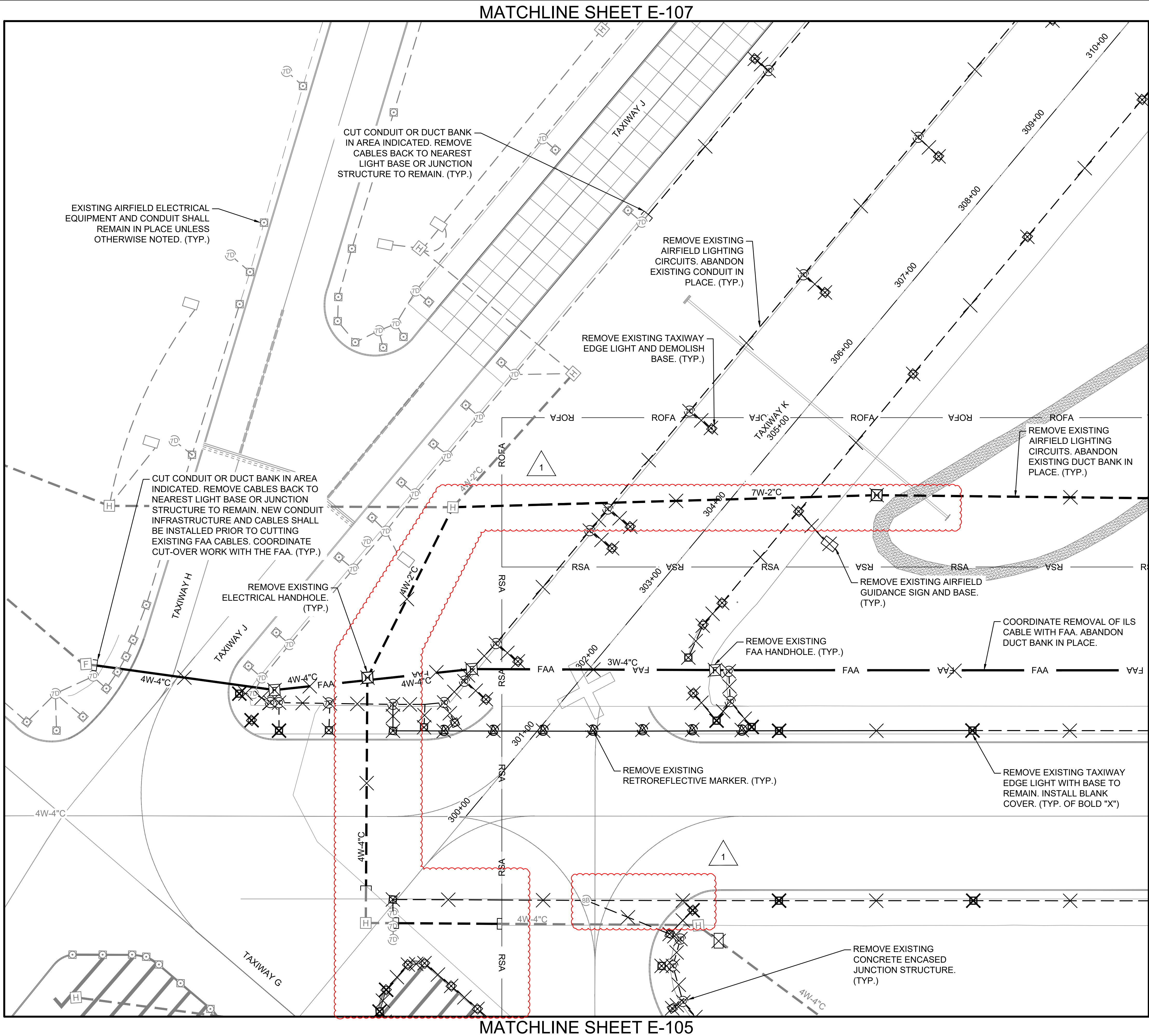
JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

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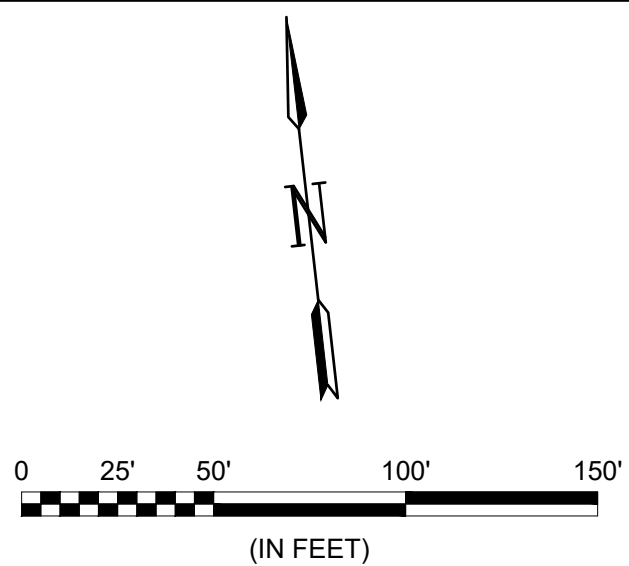
DRAWING NUMBER
E-105

SHEET NUMBER
115

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Last plotted by: Pennington, Taylor D Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 5/14/2024 2:23 PM Plotted using: AutoCAD PDF (General Documentation).pc3



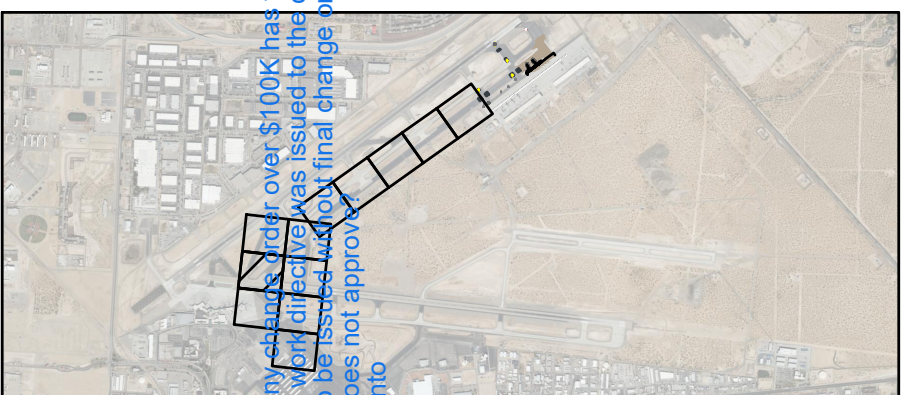
MATCHLINE SHEET E-103



NOTES:

- SEE SHEET E-101 FOR LIGHTING DEMOLITION NOTES.
- NEW FAA DUCT BANK SHALL BE IN PLACE PRIOR TO DEMOLITION OF EXISTING.
- ANY FAA CABLE INDICATED FOR REMOVAL THAT IS DIRECT EARTH BURIED SHALL BE ABANDONED IN PLACE UNLESS OTHERWISE DIRECTED BY THE FAA.

KEYMAP



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EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS
RELOCATION OF TAXIWAY M

LIGHTING REMOVAL
PLAN 6

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

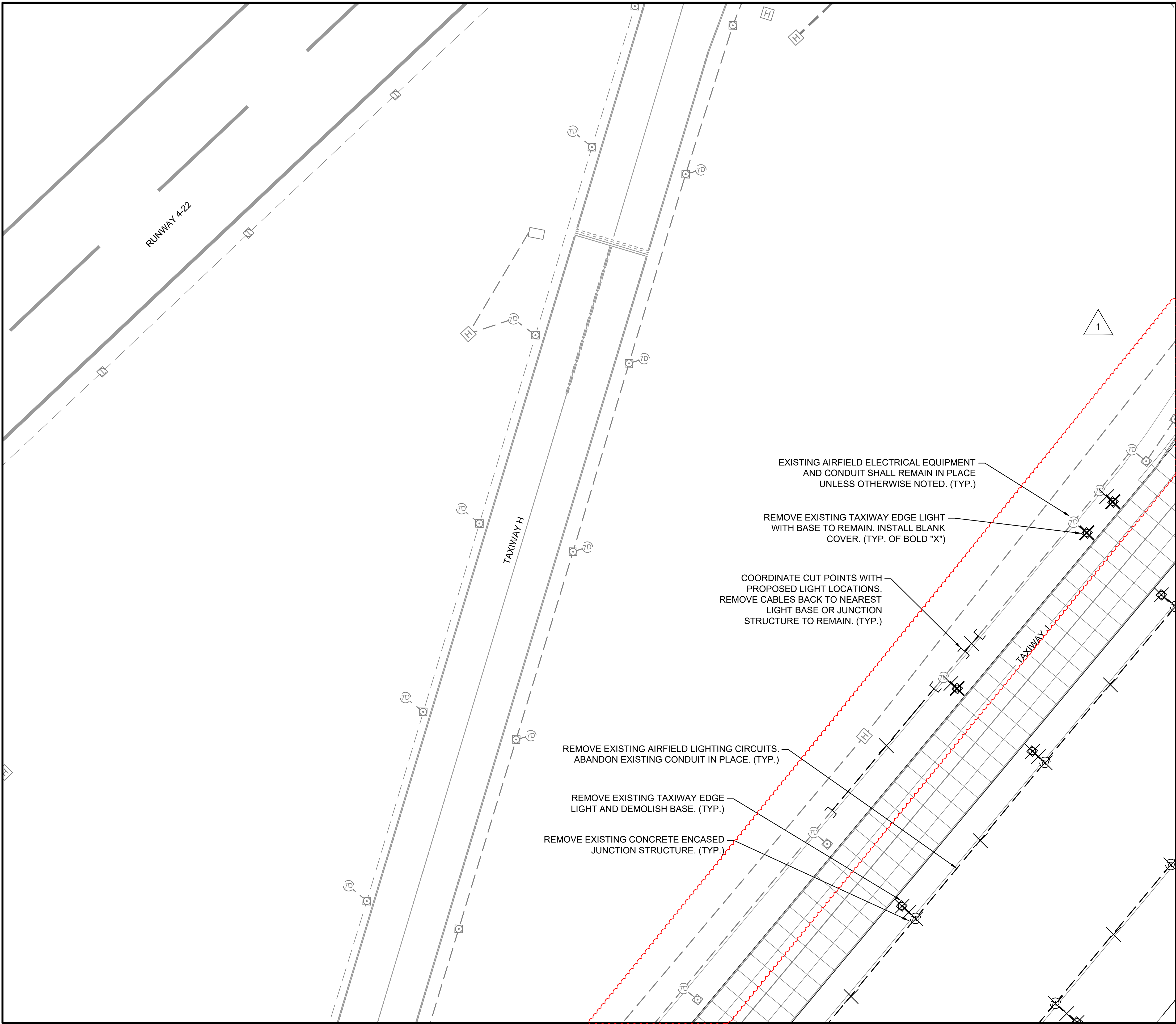
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DRAWING NUMBER

E-106

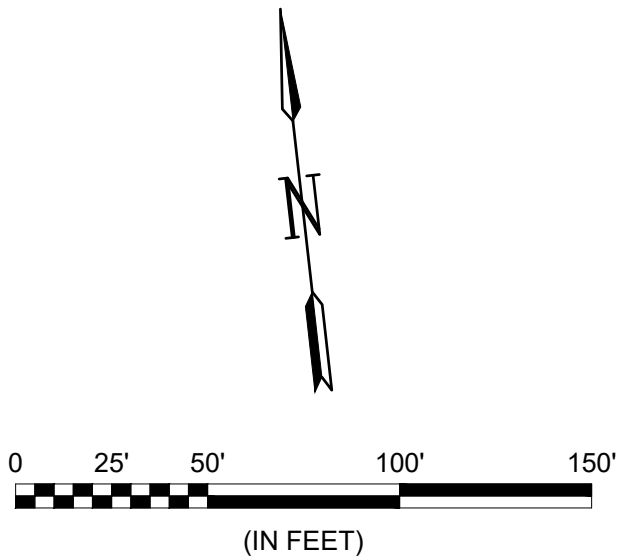
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NUMBER **116**

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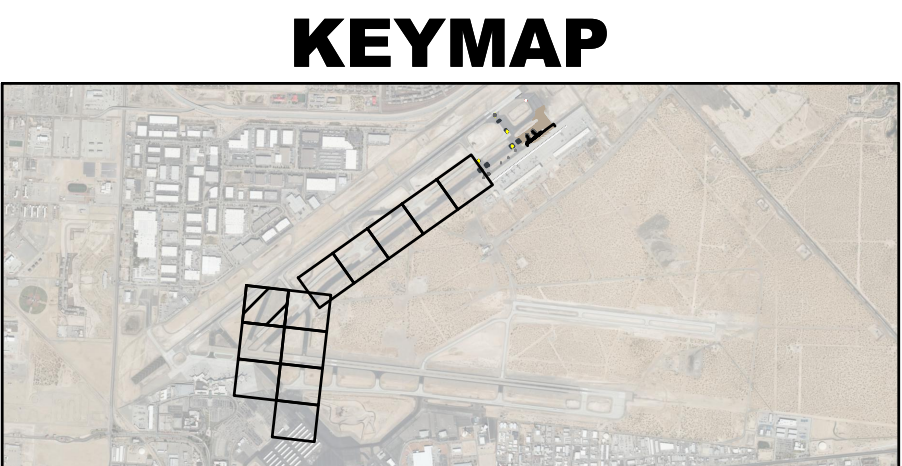
MATCHLINE SHEET E-104


MATCHLINE SHEET E-106




NOTES:

- SEE SHEET E-101 FOR LIGHTING DEMOLITION NOTES.

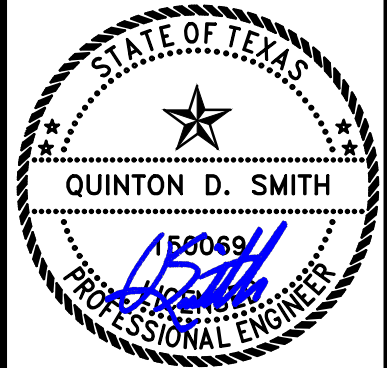




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Quinton D. Smith
50069
Professional Engineer
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EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

LIGHTING REMOVAL
PLAN 7

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

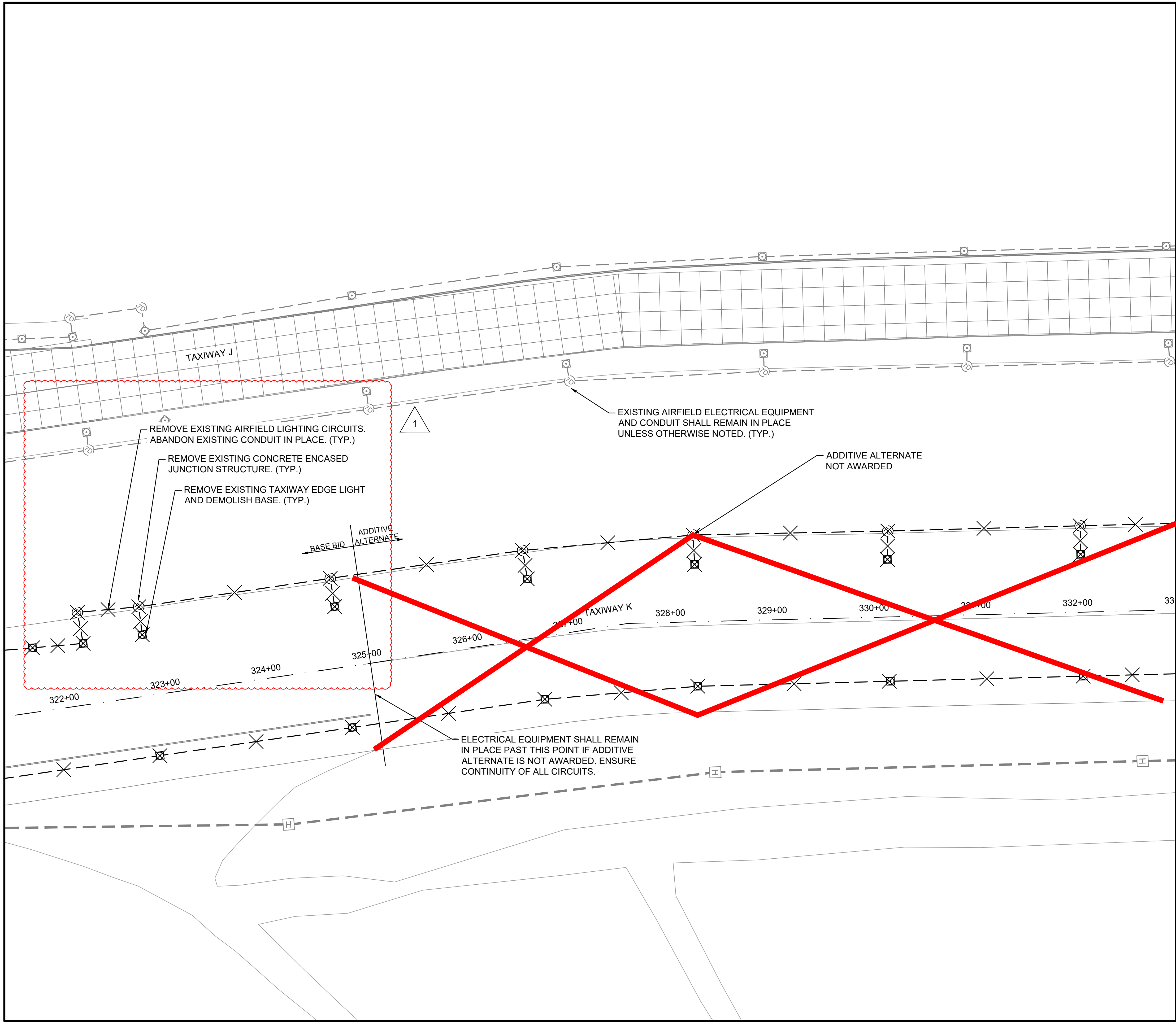
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DRAWING NUMBER
E-107

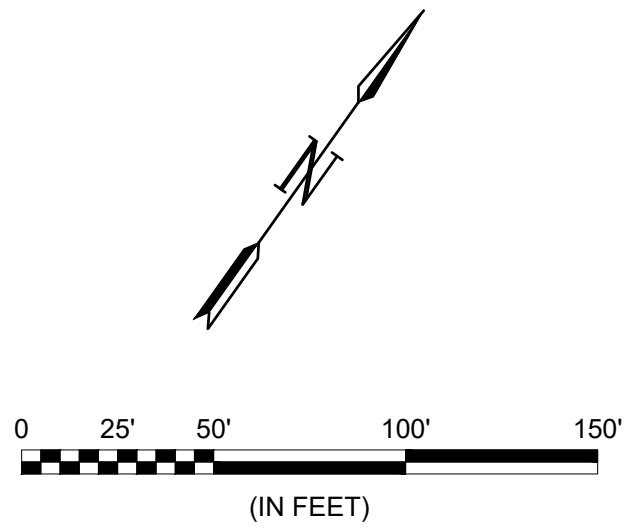
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Last plotted by: Pennington, Taylor D., Plot Style: AECmono.ctb, Plot Scale: 1:1, Plot Date: 5/14/2024 2:23 PM, Plotter Used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET E-104

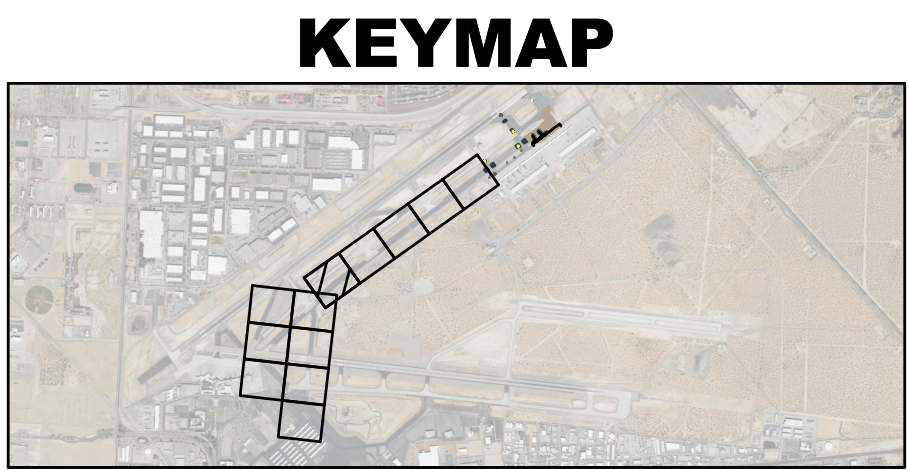


MATCHLINE SHEET E-109



NOTES:

- SEE SHEET E-101 FOR LIGHTING DEMOLITION NOTES.



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EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS
RELOCATION OF TAXIWAY M

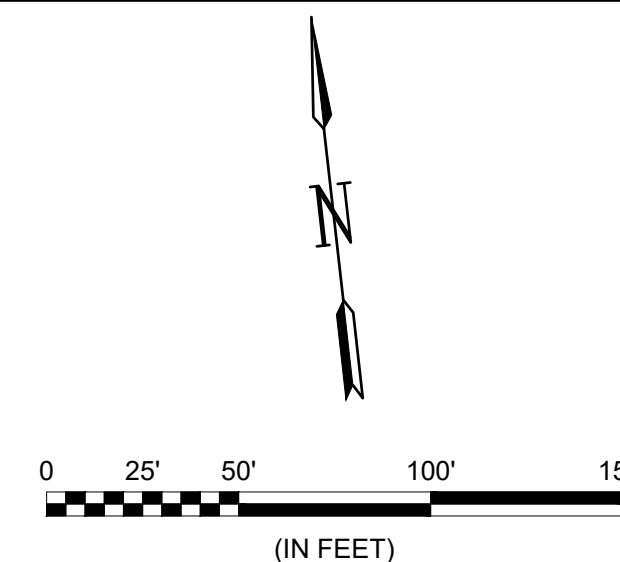
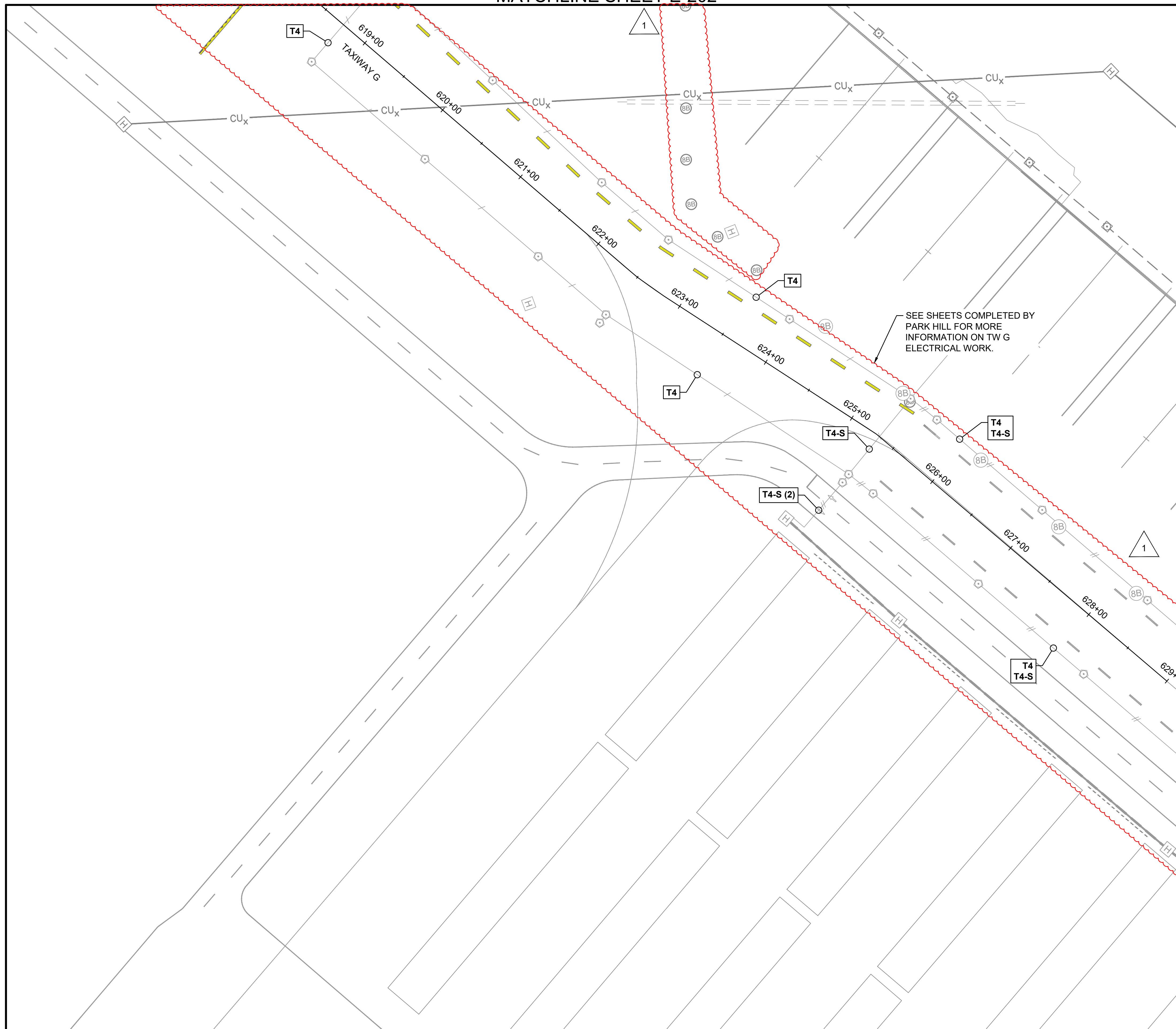
LIGHTING REMOVAL
PLAN 8

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

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DRAWING NUMBER
E-108
SHEET NUMBER
118

MATCHLINE SHEET E-202



GENERAL NOTES:

1. SEE SHEET E-001 FOR LEGEND, CONSTRUCTION NOTES, CAUTION NOTES, ELECTRICAL SAFETY NOTES, AND DEMOLITION NOTES.
2. SEE THE E-300 SERIES FOR LIGHTING INSTALLATION DETAILS.
3. EXISTING CIRCUIT ROUTING IS APPROXIMATE. IF ROUTING DIFFERS IN THE FIELD, COORDINATE WITH ENGINEER.
4. LIGHTS MARKED WITH "R" INDICATE STORED INCANDESCENT LIGHT INSTALLED. LIGHTS SHALL BE (L) LED UNLESS OTHERWISE NOTED.

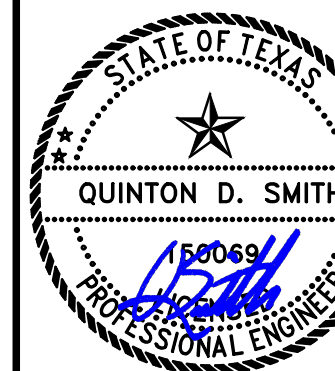


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EL PASO INTERNATIONAL
AIRPORT
EL PASO, TEXAS

LOCATION OF TAXIWAY M

LIGHTING
INSTALLATION PLAN 1

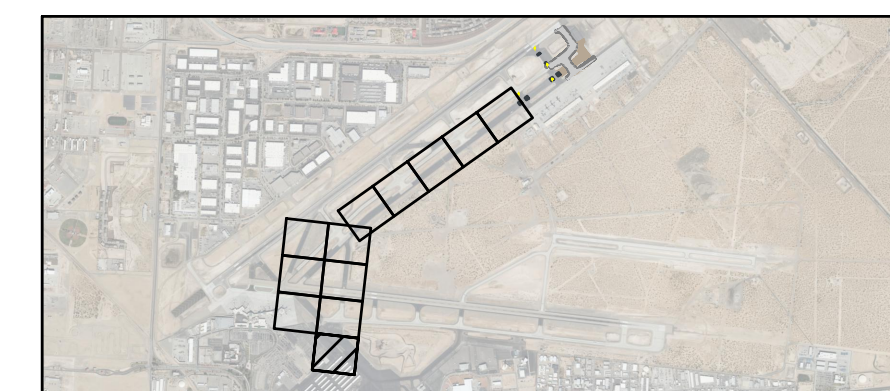
JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

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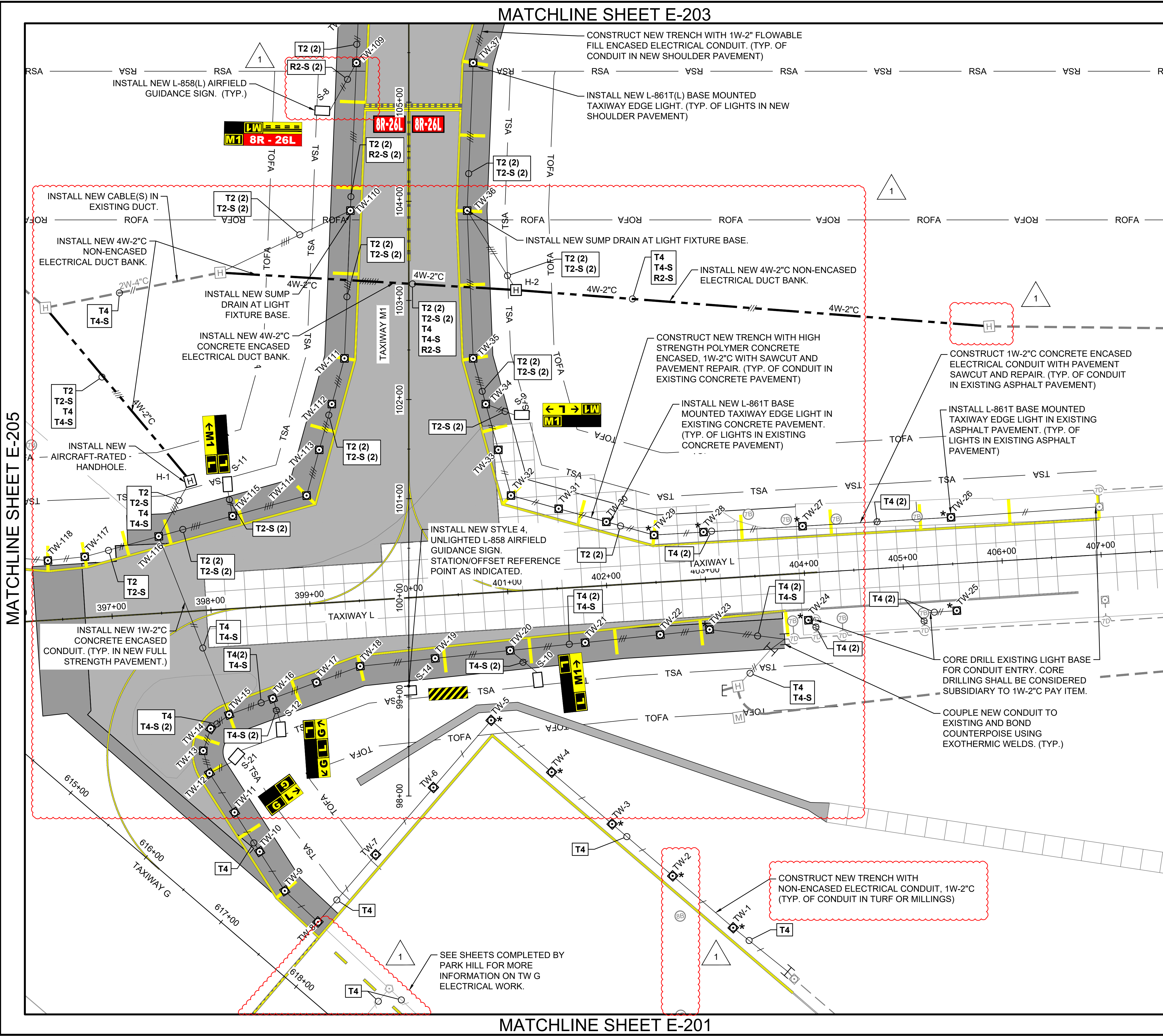
DRAWING NUMBER

E-201
SHEET NUMBER **123**

KEYMAP

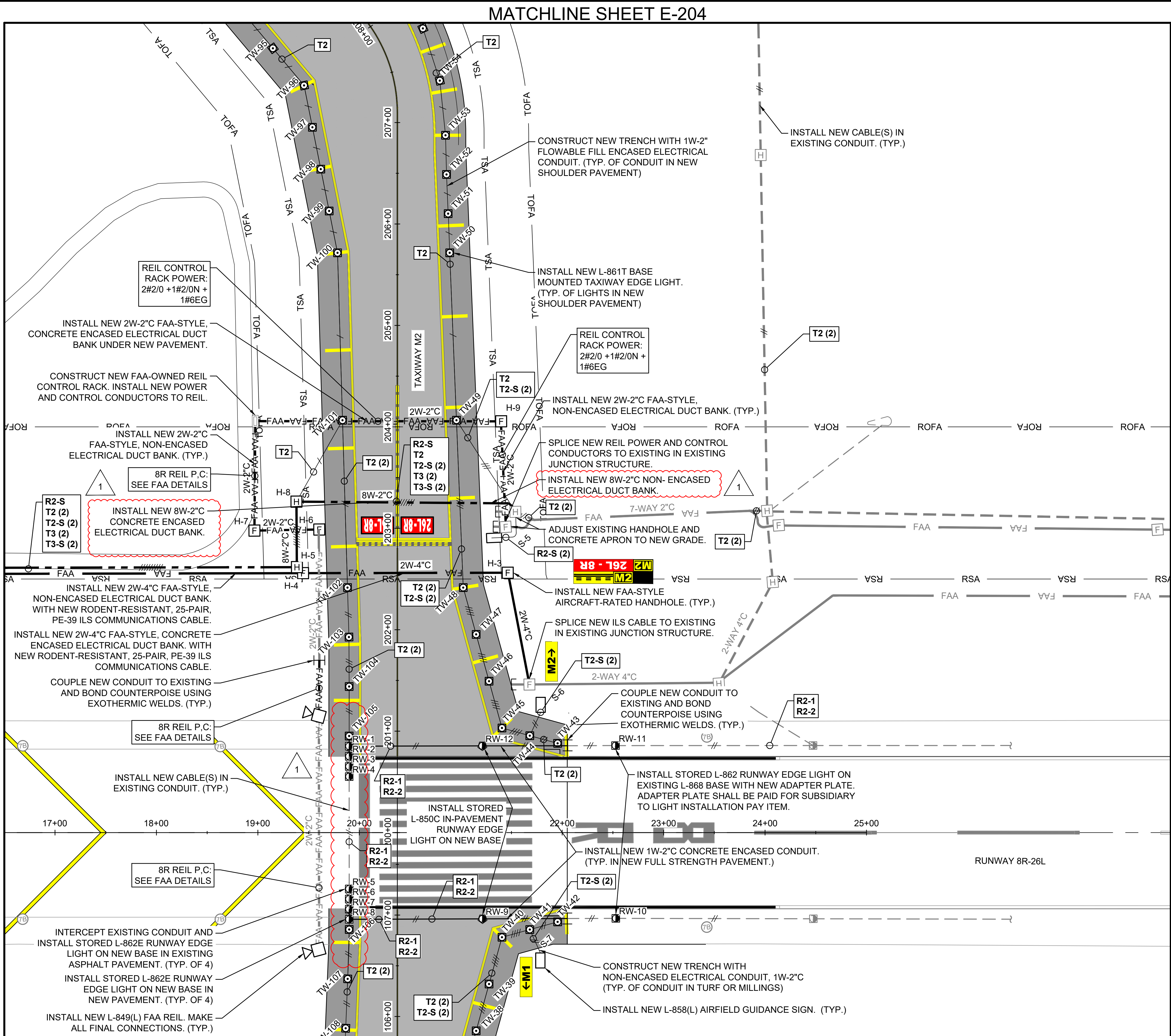


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Last plotted by: Pennington, Taylor D. Plot Style: AECmonochrome.ctb Plot Scale: 1:1 Plot Date: 5/14/2024 2:24 PM Plotter used: AutoCAD PDF (General Documentation).pc3



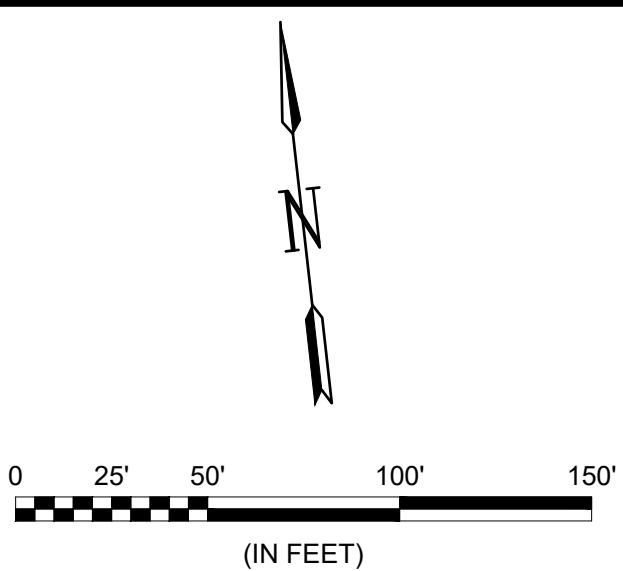
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Last plotted by: Pennington, Taylor D Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 5/14/2024 2:24 PM Plotter used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET E-206

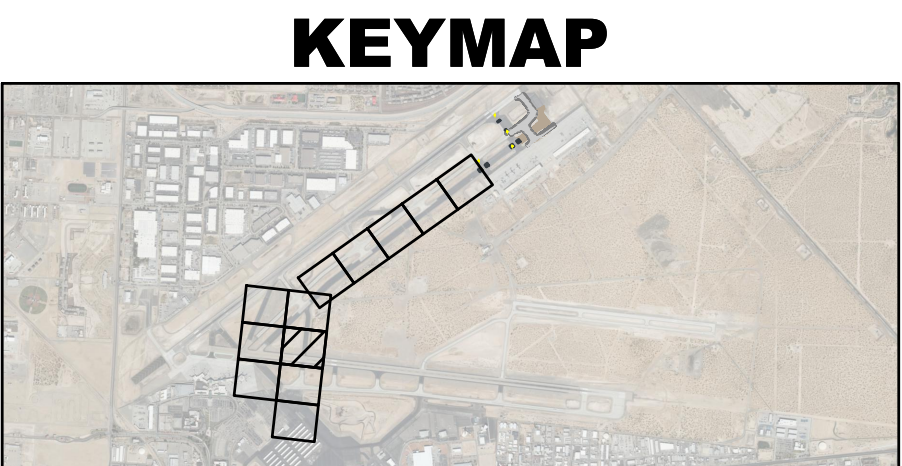


MATCHLINE SHEET E-204

MATCHLINE SHEET E-202



- NOTES:
- SEE SHEET E-201 FOR LIGHTING INSTALLATION NOTES.



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REGISTRATION NO. F-5713

REGISTRATION NO. F-554

Quinton D. Smith
50069
Professional Engineer
Digitally Signed 05/14/2024

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| BY | JRP | | | |
| DESCRIPTION | PLAN REVISION NO. 1 | | | |
| DATE | 3/1/2024 | | | |
| REV. | 1 | | | |

EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

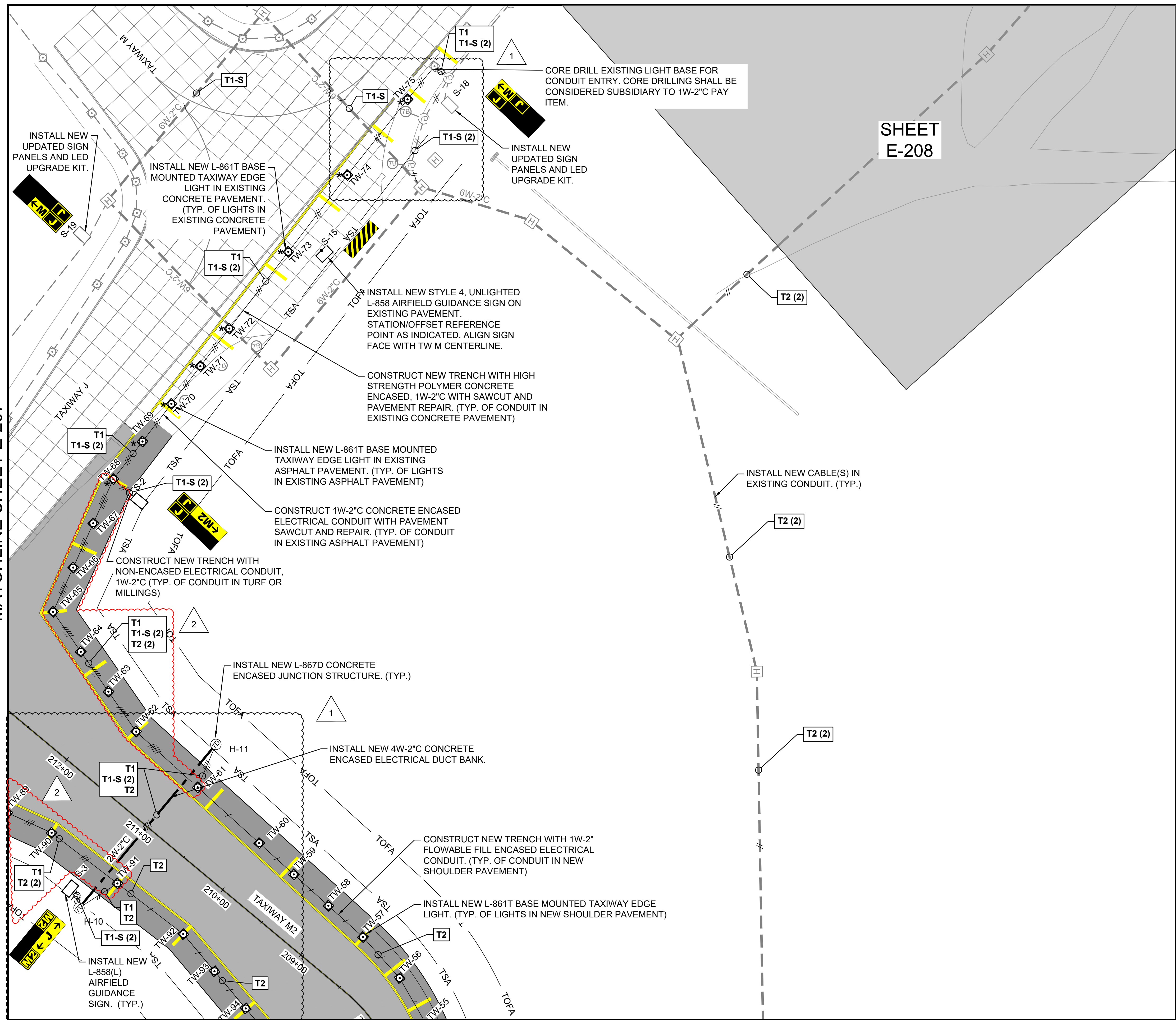
LIGHTING
INSTALLATION PLAN 3

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

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DRAWING NUMBER
E-203

SHEET NUMBER
125

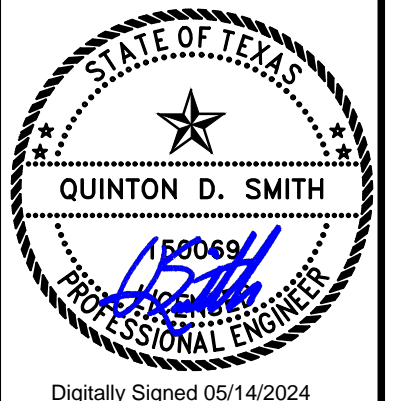


MATCHLINE SHEET E-207

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Last plotted by: Pennington, Taylor D. Plot Style: AECmon.ctb Plot Scale: 1:1 Plot Date: 5/14/2024 2:24 PM Plotter used: AutoCAD PDF (General Documentation).pc3



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| 2 | 3/22/2024 | PLAN REVISION NO. 2 | JRP |
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EL PASO INTERNATIONAL
AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

LIGHTING INSTALLATION PLAN 4

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

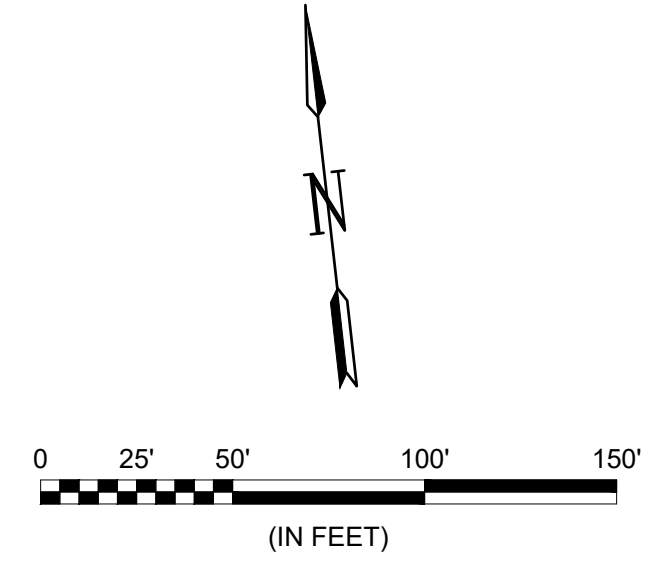
BAR IS ONE INCH ON
ORIGINAL DRAWING

0  1"

IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

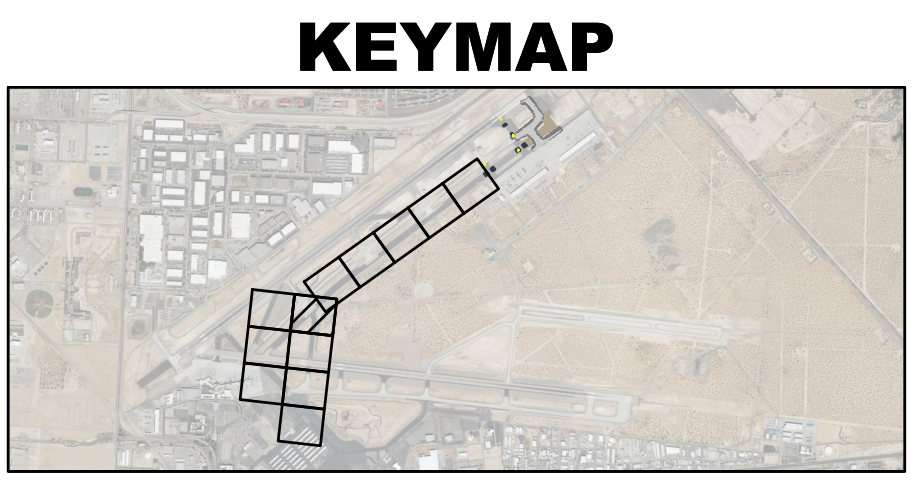
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SHEET
NUMBER **126**

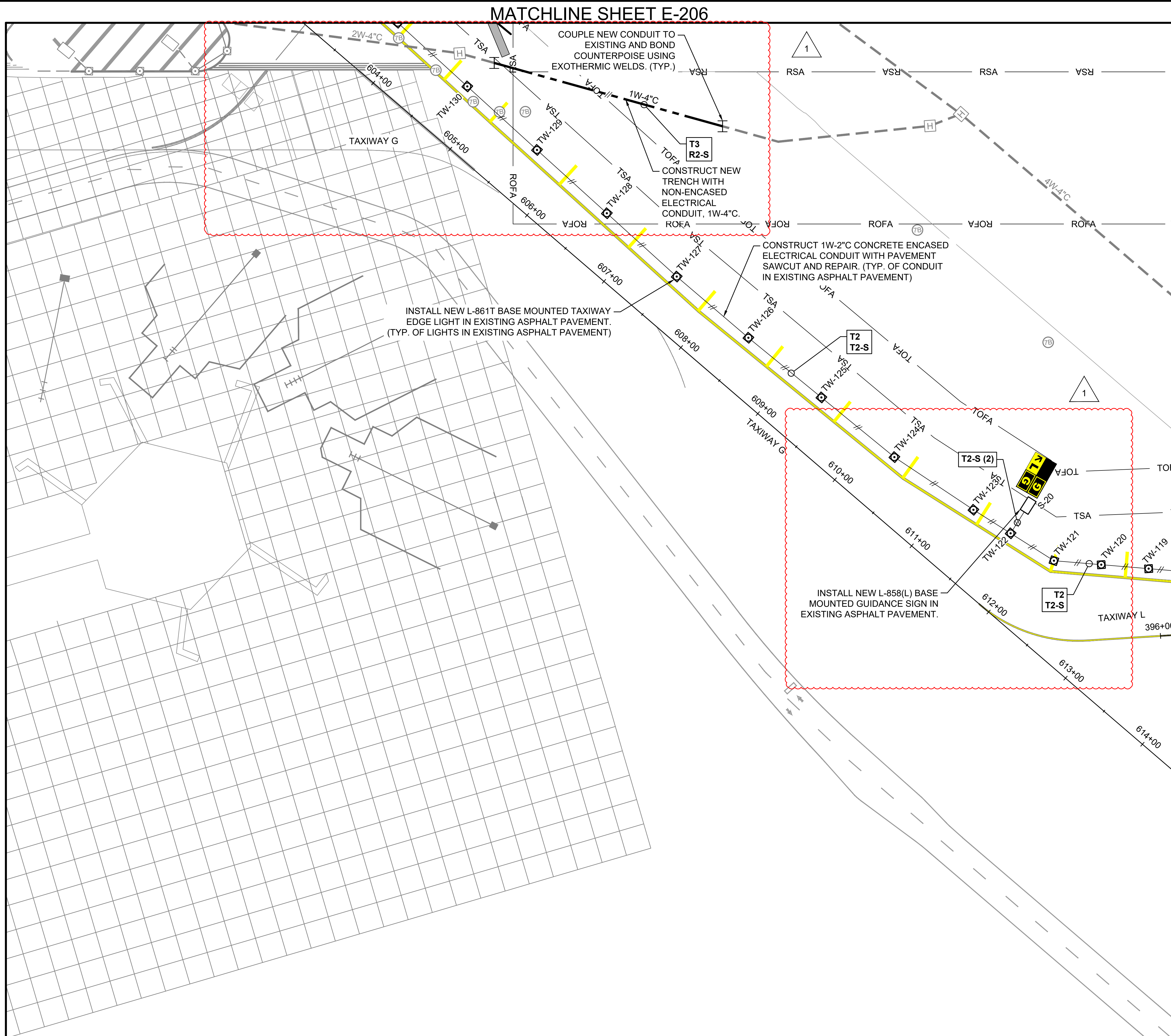


NOTES:

1. SEE SHEET E-201 FOR LIGHTING INSTALLATION NOTES.

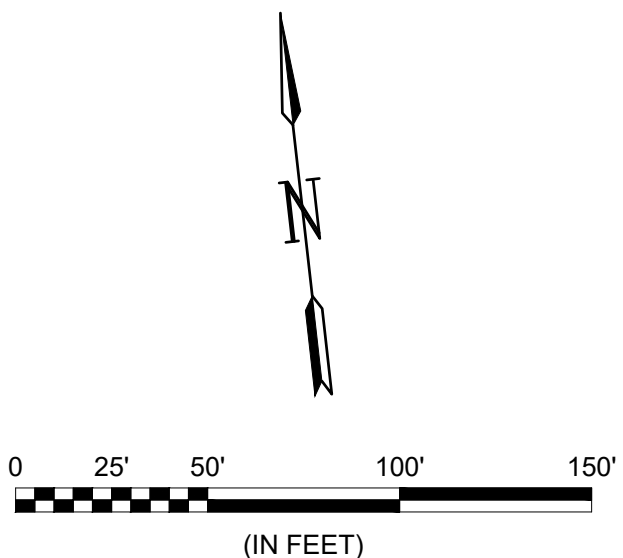


KEYMAP



NOTES:

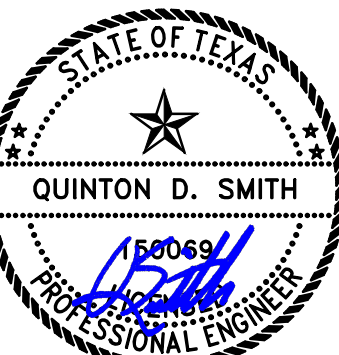
1. SEE SHEET E-201 FOR LIGHTING INSTALLATION NOTES.



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REGISTRATION NO.
F-5713



REGISTRATION NO.
F-554



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|------|----------|---------------------|-----|
| 1 | 3/1/2024 | PLAN REVISION NO. 1 | JRP |
| | | | |
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| | | | |

**EL PASO INTERNATIONAL
AIRPORT**
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

LIGHTING INSTALLATION PLAN 5

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

BAR IS ONE INCH ON
ORIGINAL DRAWING

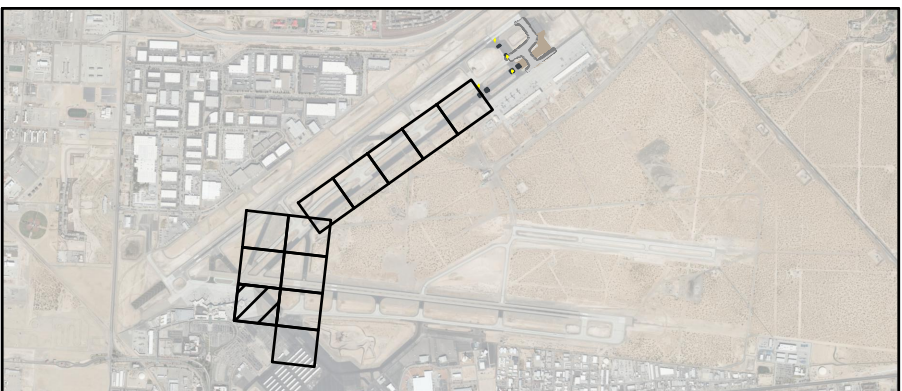
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DRAWING NUMBER

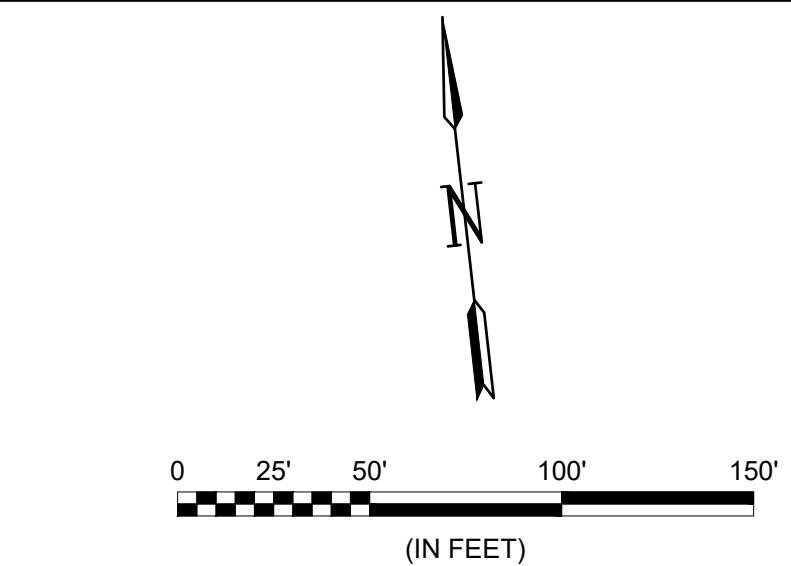
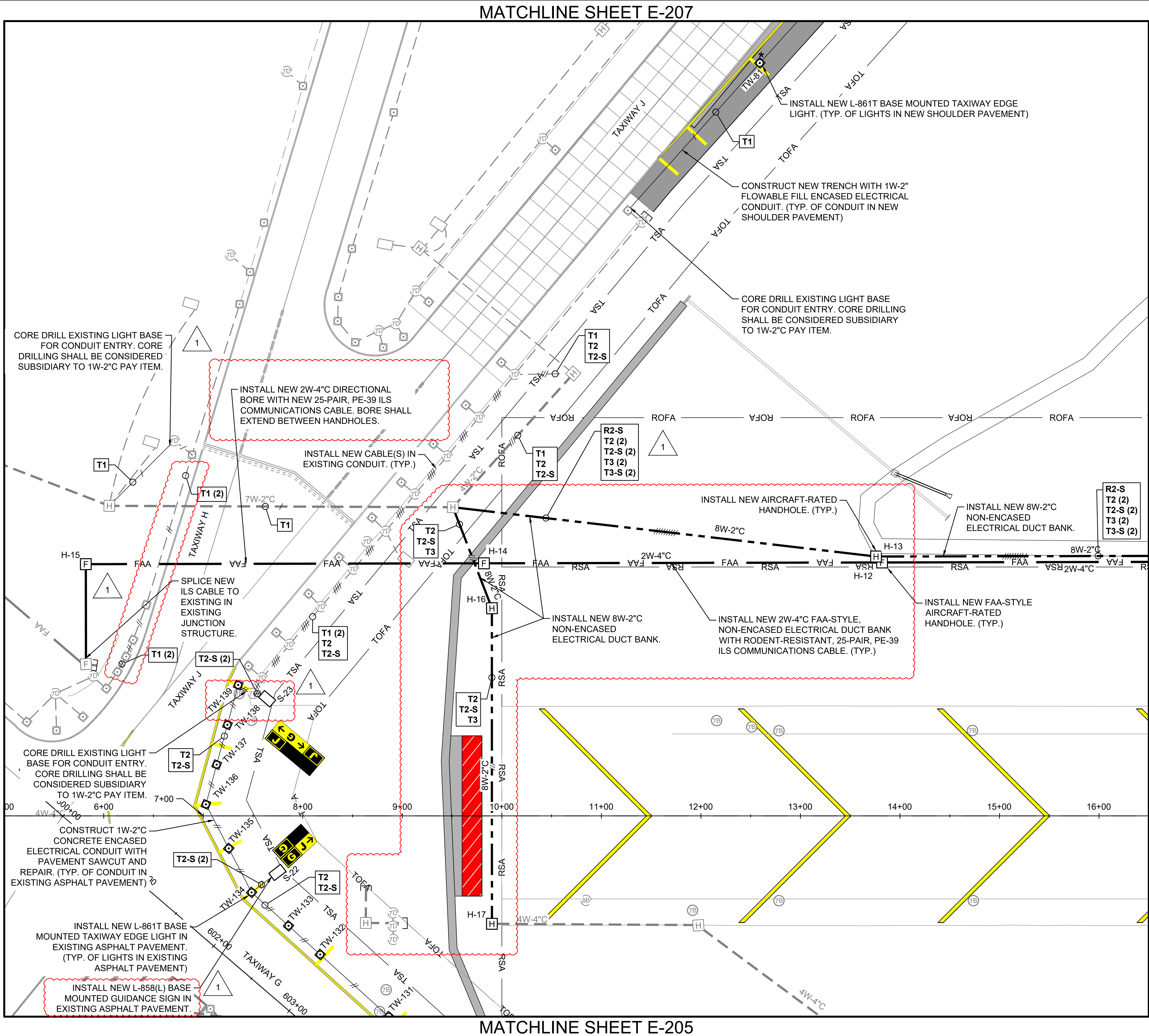
E-205

SHEET NUMBER **127**

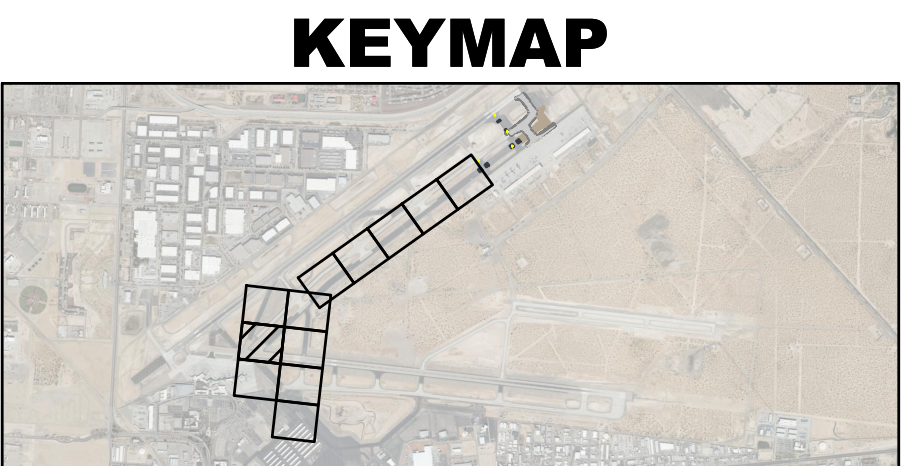


KEYMAP

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Last plotted by: Pennington, Taylor D. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 5/14/2024 2:24 PM Plotter Used: AutoCAD PDF (General Documentation).pc3



- NOTES:
- SEE SHEET E-201 FOR LIGHTING INSTALLATION NOTES.



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REGISTRATION NO. F-5713

MCi

REGISTRATION NO. F-554

STATE OF TEXAS
QUINTON D. SMITH
50069
PROFESSIONAL ENGINEER
Digitally Signed 05/14/2024

| BY | DESCRIPTION | DATE | REV. |
|---|---|---------------------|------|
| JRP <td>PLAN REVISION NO. 1<td>3/1/2024<td>1</td></td></td> | PLAN REVISION NO. 1 <td>3/1/2024<td>1</td></td> | 3/1/2024 <td>1</td> | 1 |

EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

LIGHTING
INSTALLATION PLAN 6

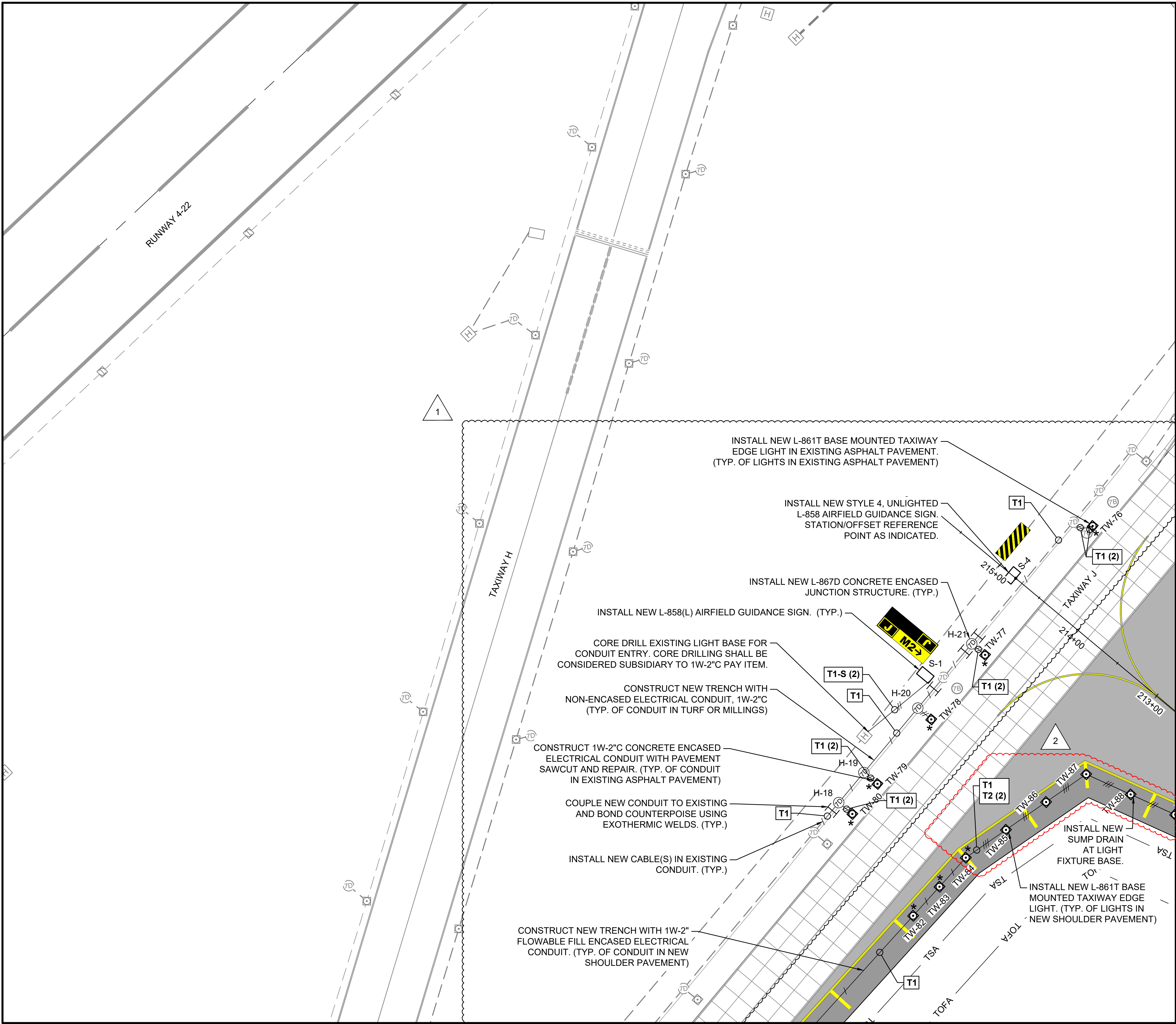
JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

BAR IS ONE INCH ON ORIGINAL DRAWING
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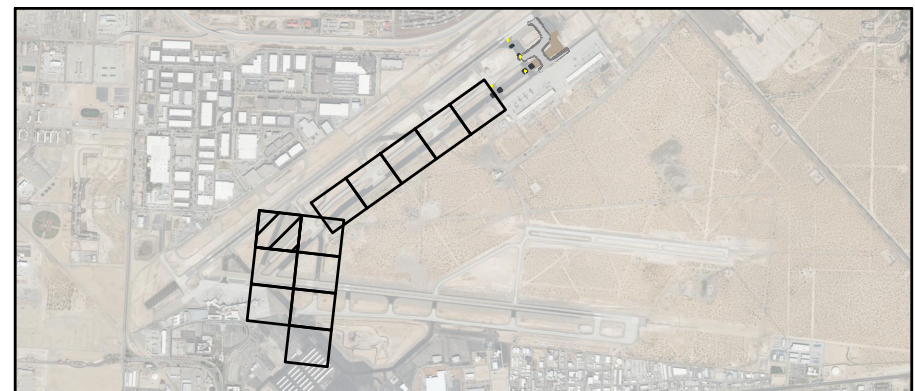
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E-206

SHEET NUMBER
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MATCHLINE SHEET E-204



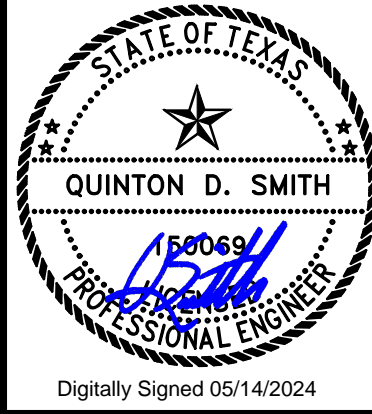
- NOTES:
- SEE SHEET E-201 FOR LIGHTING INSTALLATION NOTES.



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| 2 | 3/22/2024 | PLAN REVISION NO. 2 | JRP |

EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS
RELOCATION OF TAXIWAY M

LIGHTING
INSTALLATION PLAN 7

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

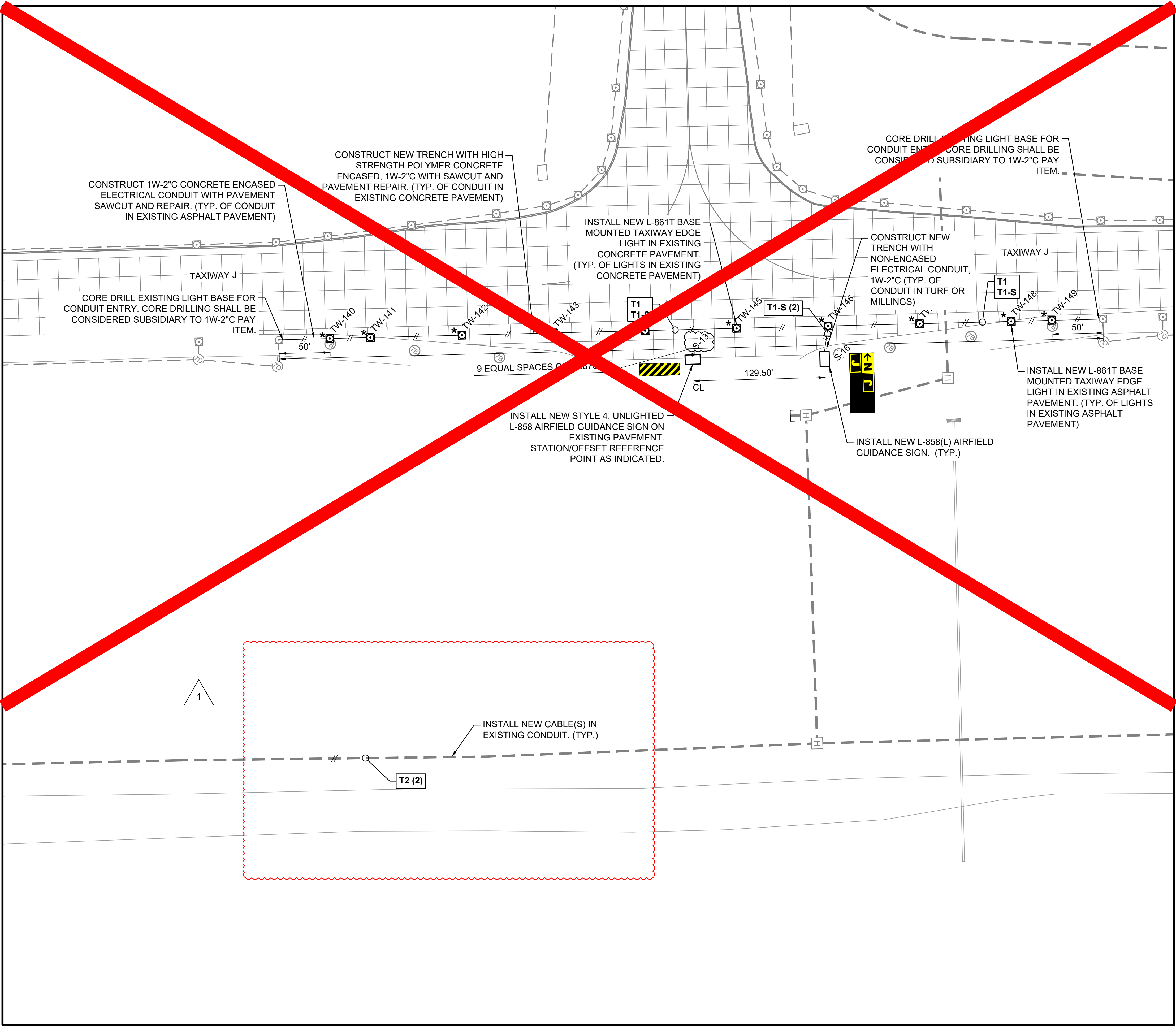
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DRAWING NUMBER
E-207

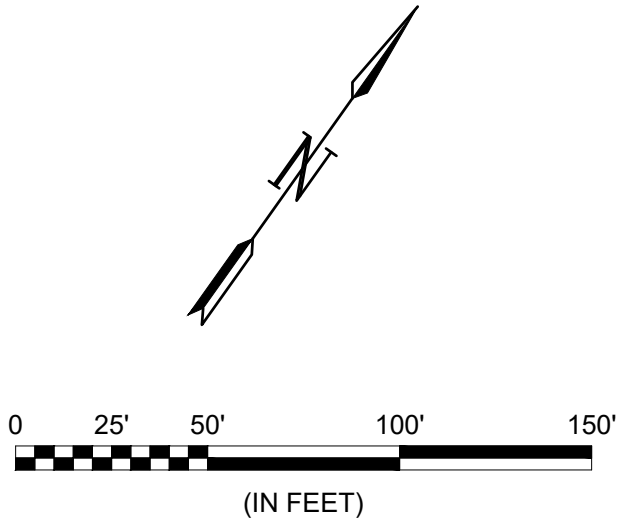
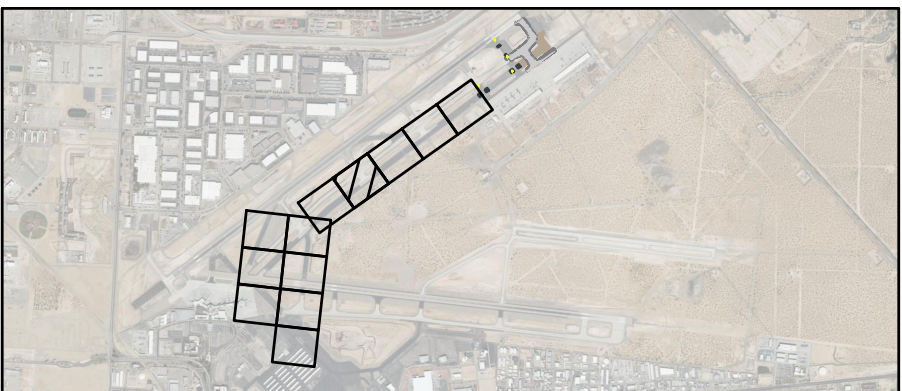
SHEET NUMBER
129

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Last plotted by: Pennington, Taylor D. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 5/14/2024 2:24 PM Plotter Used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET E-208



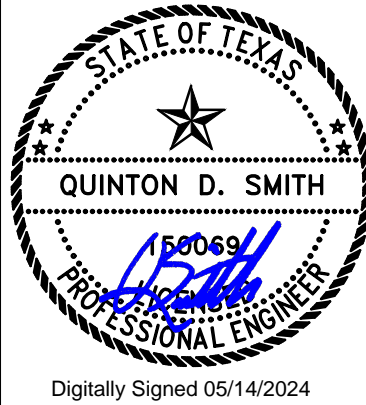
MATCHLINE SHEET E-210



- NOTES:
- SEE SHEET E-201 FOR LIGHTING INSTALLATION NOTES.



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EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS
RELOCATION OF TAXIWAY M

LIGHTING
INSTALLATION PLAN 9

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

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DRAWING NUMBER
E-209

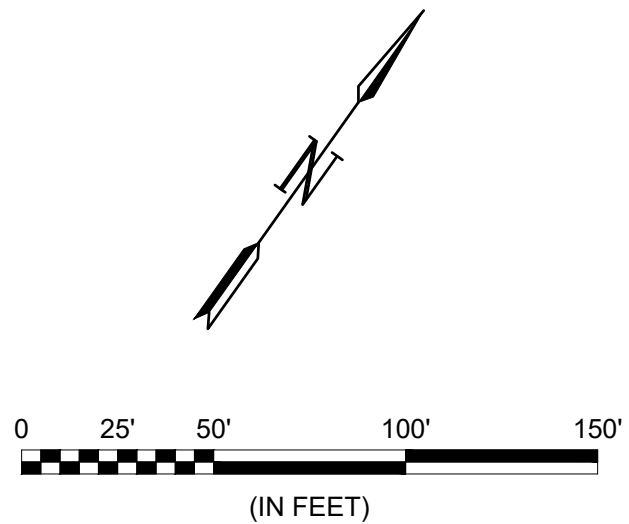
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Last plotted by: Pennington, Taylor D. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 5/14/2024 2:24 PM Plotter Used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET E-209

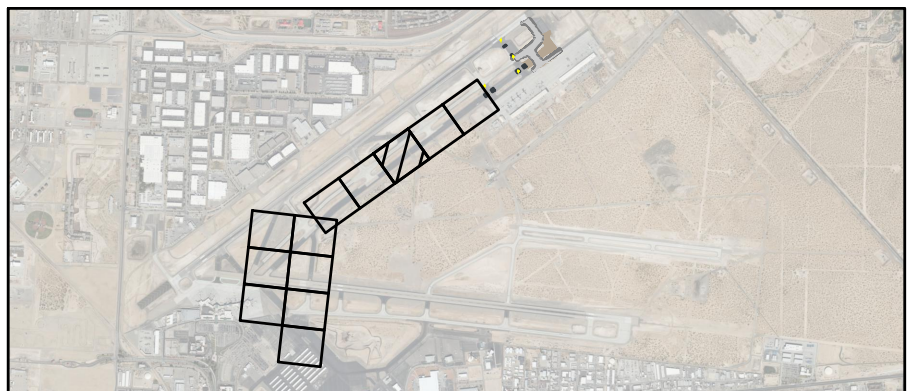


MATCHLINE SHEET E-211

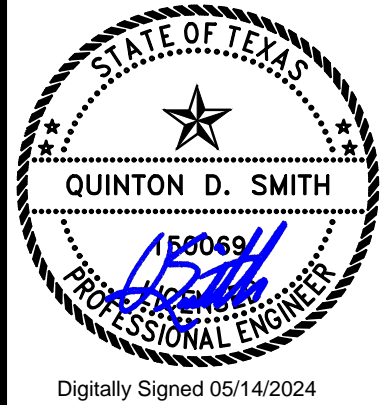


NOTES:

1. SEE SHEET E-201 FOR LIGHTING INSTALLATION NOTES.



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EL PASO INTERNATIONAL
AIRPORT
EL PASO, TEXAS
RELOCATION OF TAXIWAY M

LIGHTING
INSTALLATION PLAN
10

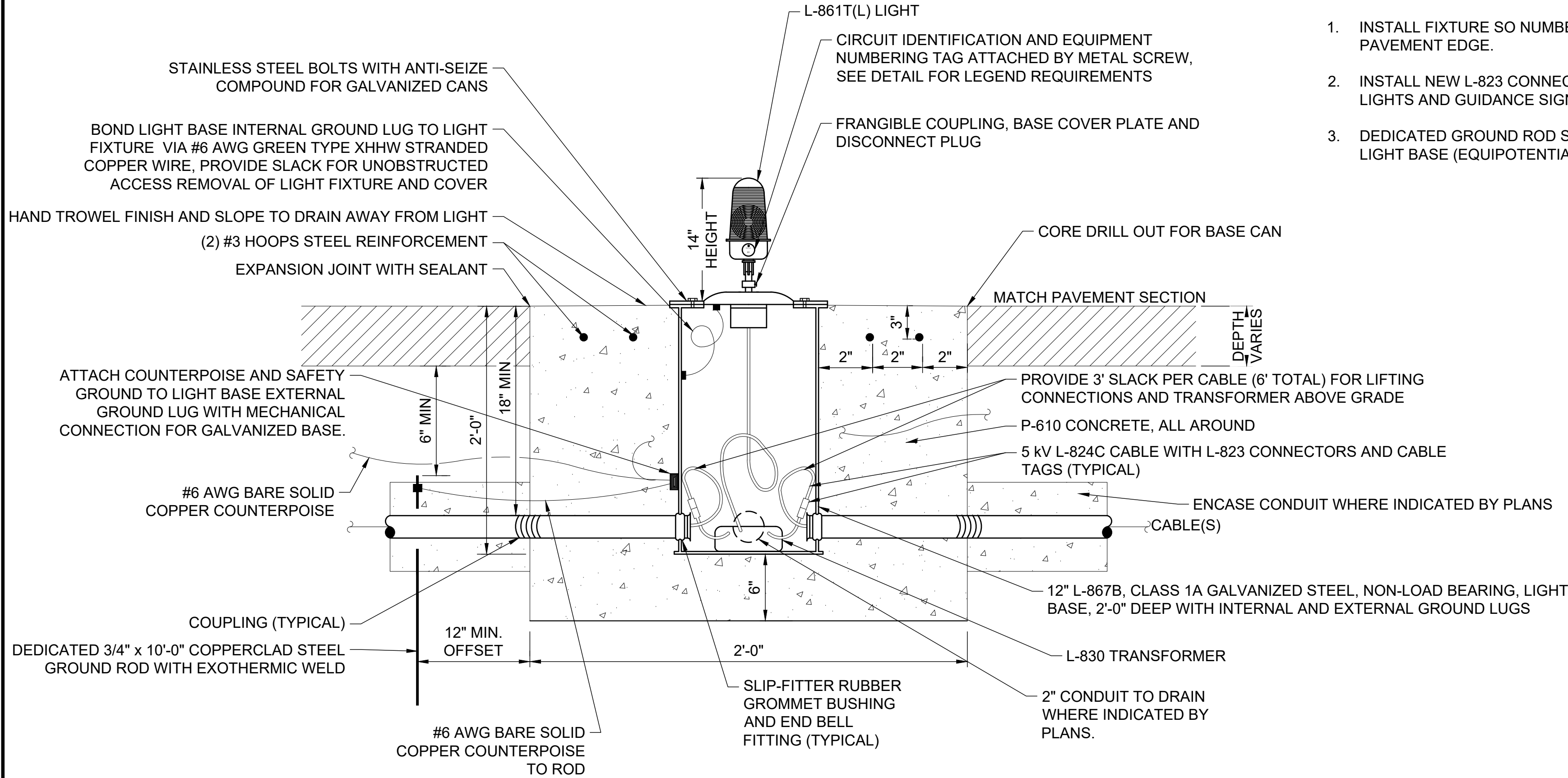
JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

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DRAWING NUMBER
E-210

SHEET
NUMBER **132**

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BASE MOUNT NOTES:

1. INSTALL FIXTURE SO NUMBERING TAG AND SET SCREW FACE PAVEMENT EDGE.
2. INSTALL NEW L-823 CONNECTOR KITS WITH CABLE TAGS AT ALL LIGHTS AND GUIDANCE SIGNS.
3. DEDICATED GROUND ROD SHALL BOND DIRECTLY BACK TO LIGHT BASE (EQUIPOTENTIAL LIGHTNING PROTECTION METHOD).

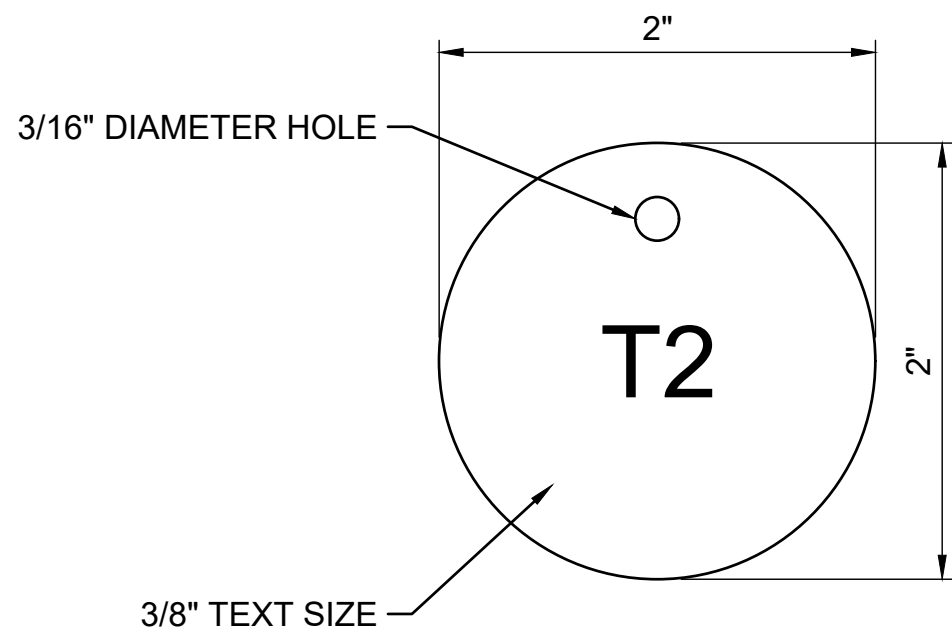
CIRCUIT IDENTIFICATION SCHEDULE

| DESIGNATION | CIRCUIT DESCRIPTION |
|-------------|-------------------------------------|
| T1 | TAXIWAY J EDGE LIGHTS |
| T1-S | TAXIWAY J SIGNS |
| T2 | TAXIWAYS M1, M2 |
| T2-S | TAXIWAYS M1, M2 |
| T3 | TAXIWAY A AND WEST RAMP EDGE LIGHTS |
| T3-S | TAXIWAY A AND WEST RAMP SIGNS |
| T4 | TAXIWAY L EDGE LIGHTS |
| T4-S | TAXIWAY L SIGNS |
| T5 | TAXIWAY U, V, Y EDGE LIGHTS |
| R1-1 & R1-2 | RUNWAY 4-22 EDGE LIGHTS |
| R1-S | RUNWAY 4-22 SIGNS |
| R2-1 & R2-2 | RUNWAY 8R-26L EDGE LIGHTS |
| R2-S | RUNWAY 8R-26L SIGNS |

1
E-302

BASE MOUNTED TAXIWAY EDGE LIGHT INSTALLATION

SCALE: NONE



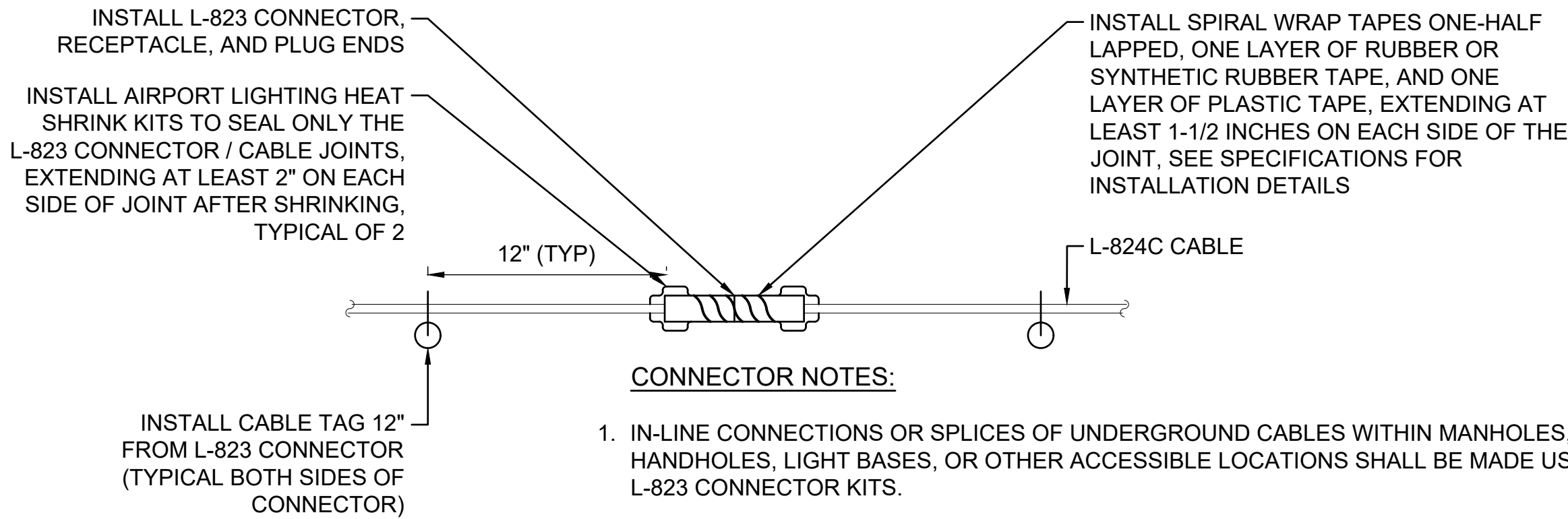
CABLE TAG NOTES:

1. ALL CABLES SHALL BE IDENTIFIED. INSTALL CABLE TAGS IN ALL ACCESSIBLE LOCATIONS INCLUDING JUNCTION BOXES, PULL BOXES, MANHOLES, HANDHOLES, AND LIGHT BASES.
2. INSTALL CABLE TAGS 12" FROM THE L-823 CONNECTORS. IF NO CONNECTORS ARE REQUIRED, INSTALL A CABLE TAG NEAR EACH CABLE ENTRANCE VIA DUCT OR CONDUIT.
3. CABLE IDENTIFICATION TAGS SHALL BE MADE FROM A NON-CORROSIVE STAINLESS STEEL MATERIAL WITH THE CIRCUIT AND / OR LOOP IDENTIFICATION NUMBER STAMPED OR ETCHED ONTO THE TAG.
4. TAGS SHALL BE CIRCULAR IN SHAPE, 2-INCH MINIMUM DIAMETER AND 20 GAUGE NON-CORROSIVE STAINLESS STEEL MATERIAL.
5. SECURE EACH TAG TO THE CABLE USING WEATHER AND ULTRAVIOLET RESISTANT NYLON CABLE TIES.
6. TAG IDENTIFICATION TEXT SHALL BE COORDINATED WITH THE OWNER AND THE ENGINEER DURING SUBMITTALS PRIOR TO THE WORK.

2
E-302

TYPICAL CABLE TAG

SCALE: NONE



CONNECTOR NOTES:

1. IN-LINE CONNECTIONS OR SPLICES OF UNDERGROUND CABLES WITHIN MANHOLES, HANDHOLES, LIGHT BASES, OR OTHER ACCESSIBLE LOCATIONS SHALL BE MADE USING L-823 CONNECTOR KITS.
2. PROVIDE CABLE IN CONTINUOUS LENGTHS FOR HOME RUNS OR OTHER LONG CABLE RUNS WITHOUT CONNECTIONS, UNLESS AUTHORIZED IN WRITING BY THE ENGINEER OR SHOWN ON THE PLANS.
3. INSTALL 2-PIECE HEAT SHRINK KIT ON PRIMARY CABLE CONNECTORS.
4. DO NOT INSTALL HEAT SHRINK ON SECONDARY CABLE CONNECTORS OF THE ISOLATION TRANSFORMERS.
5. AS AN OPTION, THE CONTRACTOR MAY UTILIZE ENHANCED FAA CERTIFIED L-823 CONNECTOR KITS, SUCH AS THE AMERACE 54 SUPER KIT, INTEGRO COMPLETE KIT, OR AN APPROVED EQUAL. THESE KITS DO NOT REQUIRE TAPING OR HEAT SHRINKING. THESE KITS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION REQUIREMENTS. NOTE THAT THE MIXING OF CONNECTOR KITS IS UNACCEPTABLE. THE CONTRACTOR SHALL CLEARLY LIST AND SUBMIT THE CONNECTOR KITS HE PROPOSES TO UTILIZE ON THE PROJECT FOR APPROVAL PRIOR TO ANY FIELD CONSTRUCTION WORK, AND HE SHALL ONLY INSTALL THAT TYPE DURING CONSTRUCTION UNLESS OTHERWISE NOTED BY THE ENGINEER.

3
E-302

L-823 CONNECTOR INSTALLATION FOR CAN AND CONDUIT SYSTEM

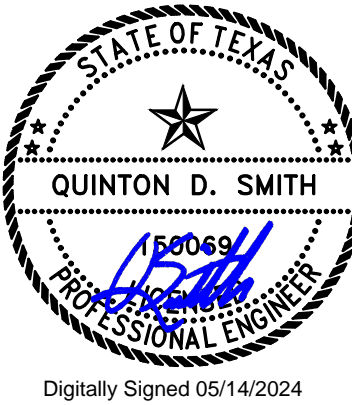
SCALE: NONE



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REGISTRATION NO. F-5713



REGISTRATION NO. F-554



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| BY | JRP | | |
| DESCRIPTION | PLAN REVISION NO. 1 | | |
| DATE | 3/1/2024 | | |
| REV. | 1 | | |

EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

ELECTRICAL
DETAILS II

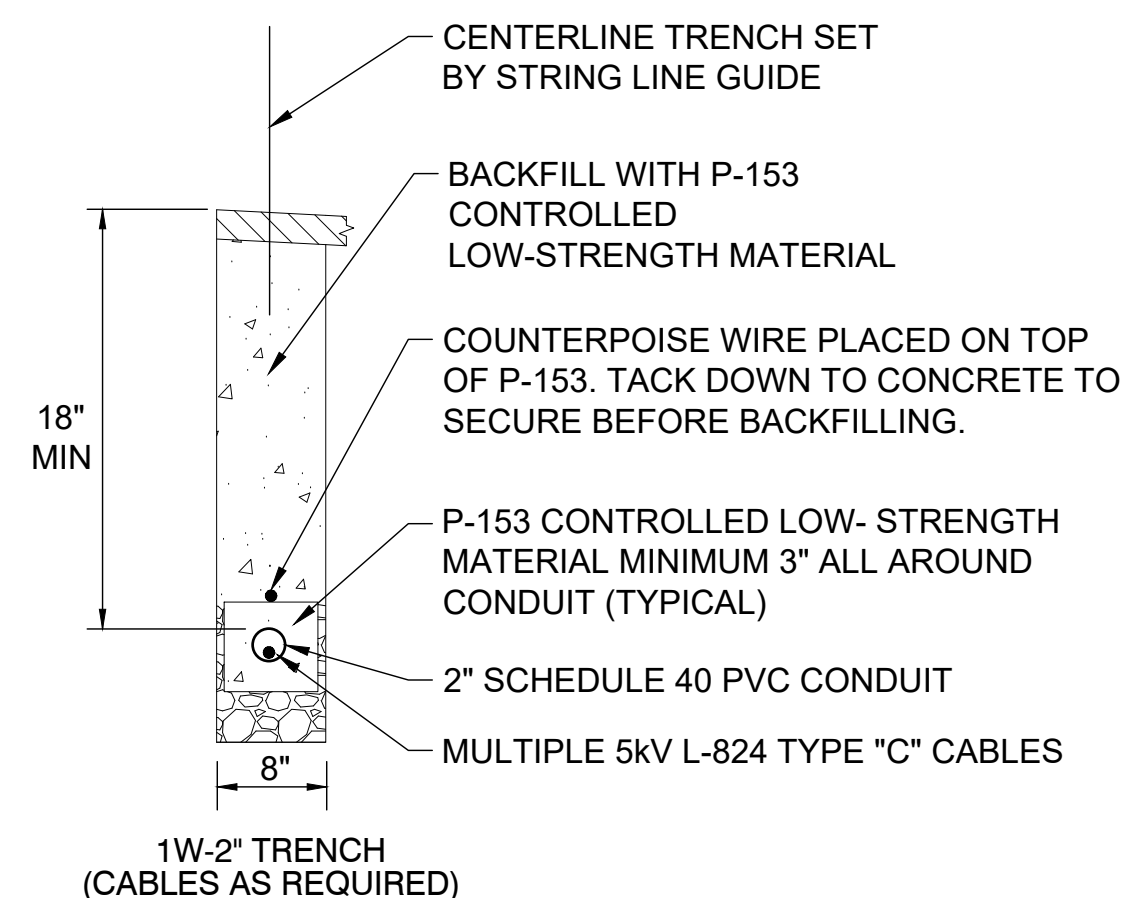
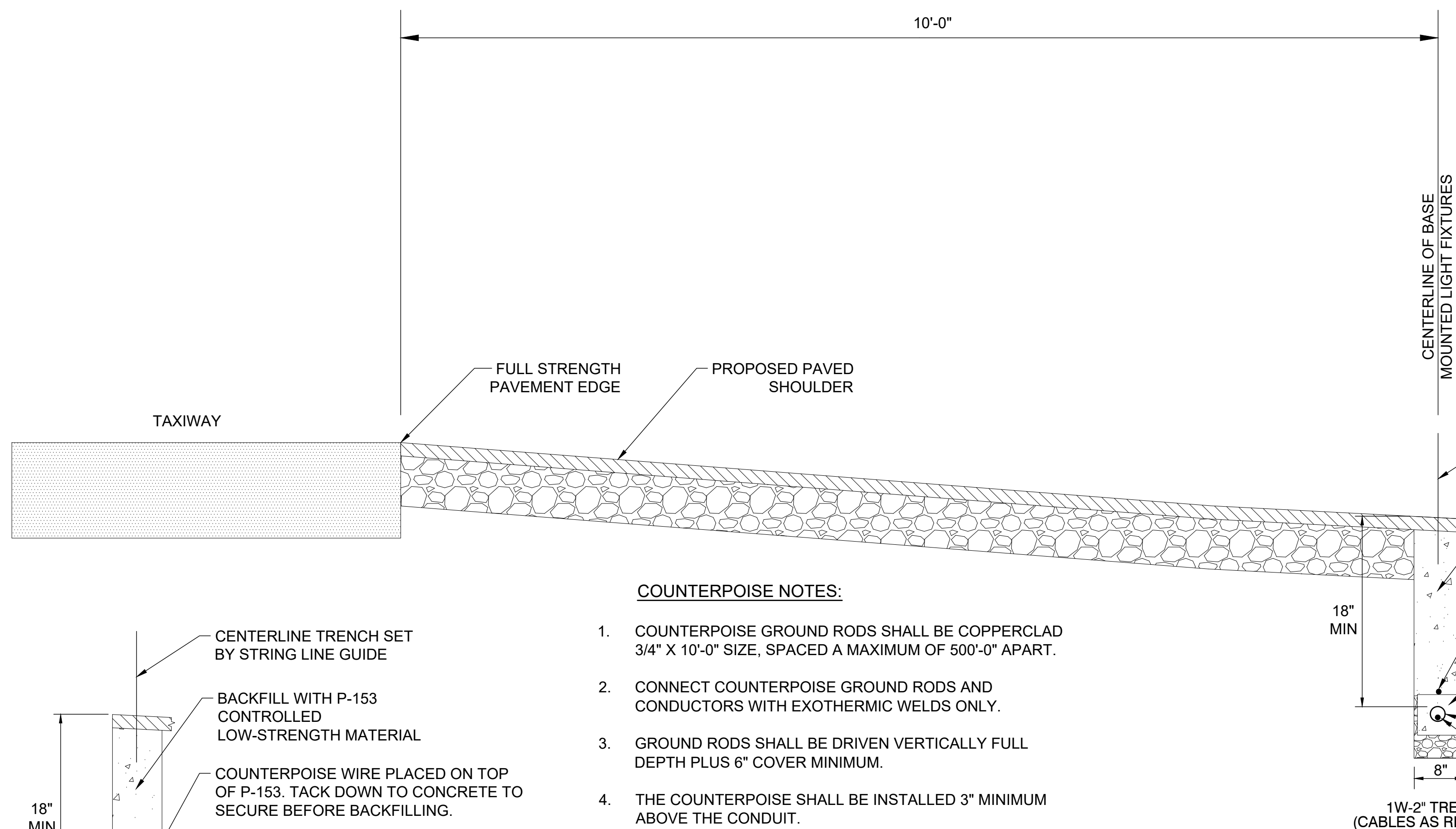
JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: MCL
DRAWN BY: RH

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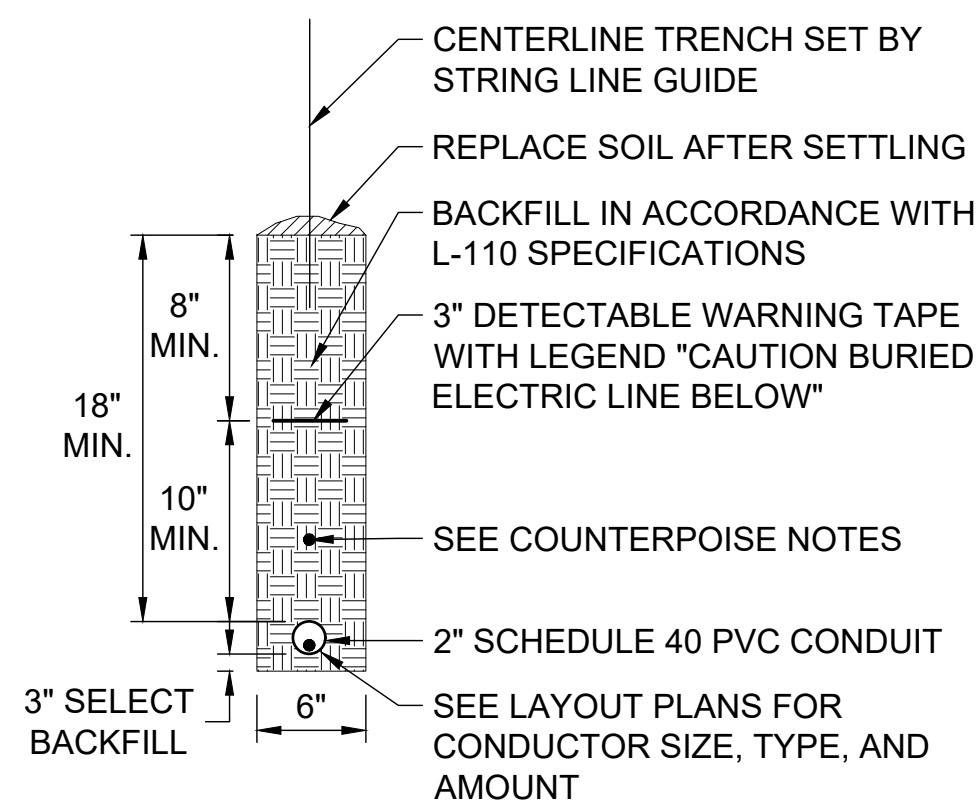
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E-302

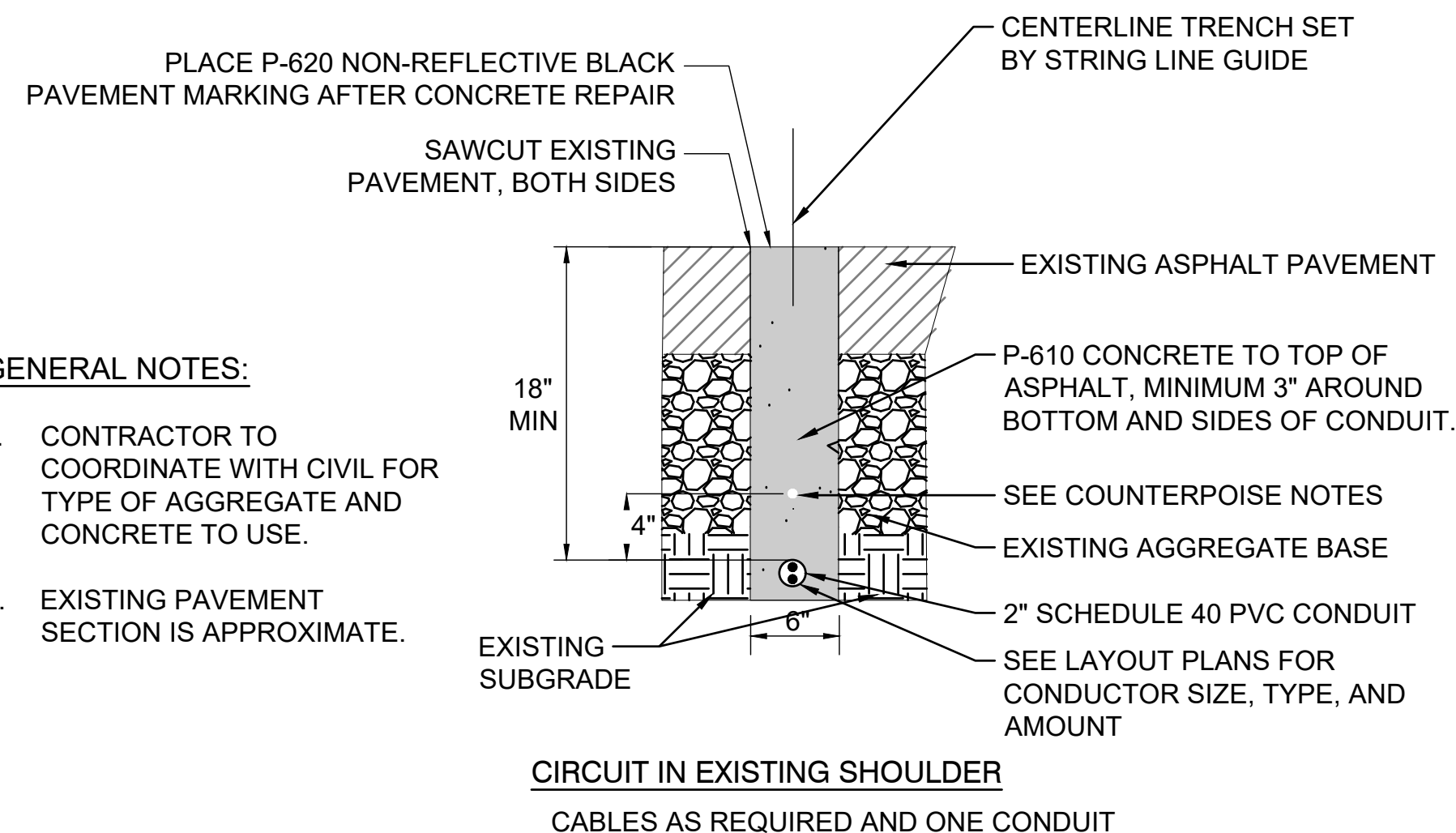
SHEET
NUMBER 136



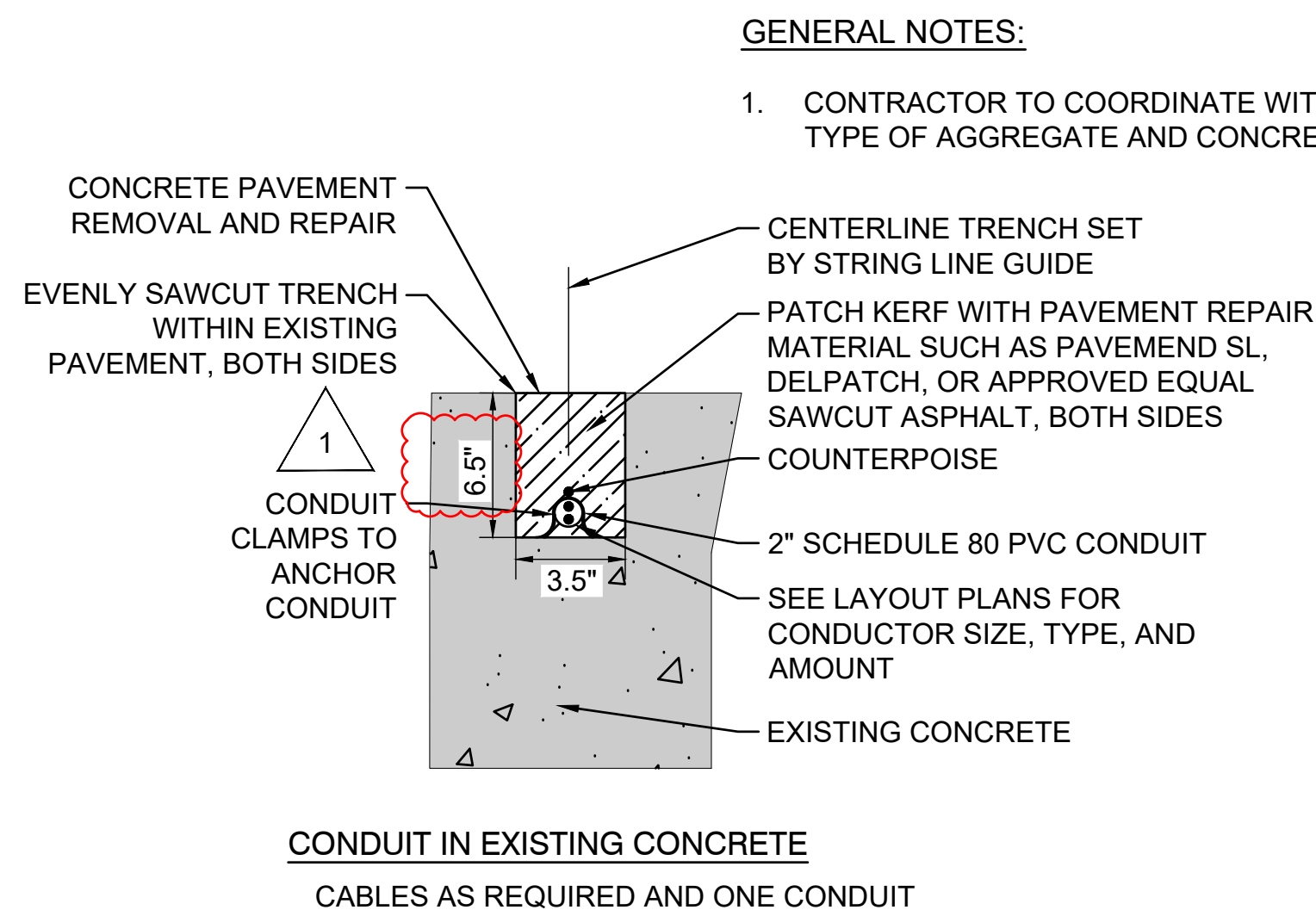
1. COUNTERPOISE GROUND RODS SHALL BE COPPERCLAD 3/4" X 10'-0" SIZE, SPACED A MAXIMUM OF 500'-0" APART.
2. CONNECT COUNTERPOISE GROUND RODS AND CONDUCTORS WITH EXOTHERMIC WELDS ONLY.
3. GROUND RODS SHALL BE DRIVEN VERTICALLY FULL DEPTH PLUS 6" COVER MINIMUM.
4. THE COUNTERPOISE SHALL BE INSTALLED 3" MINIMUM ABOVE THE CONDUIT.



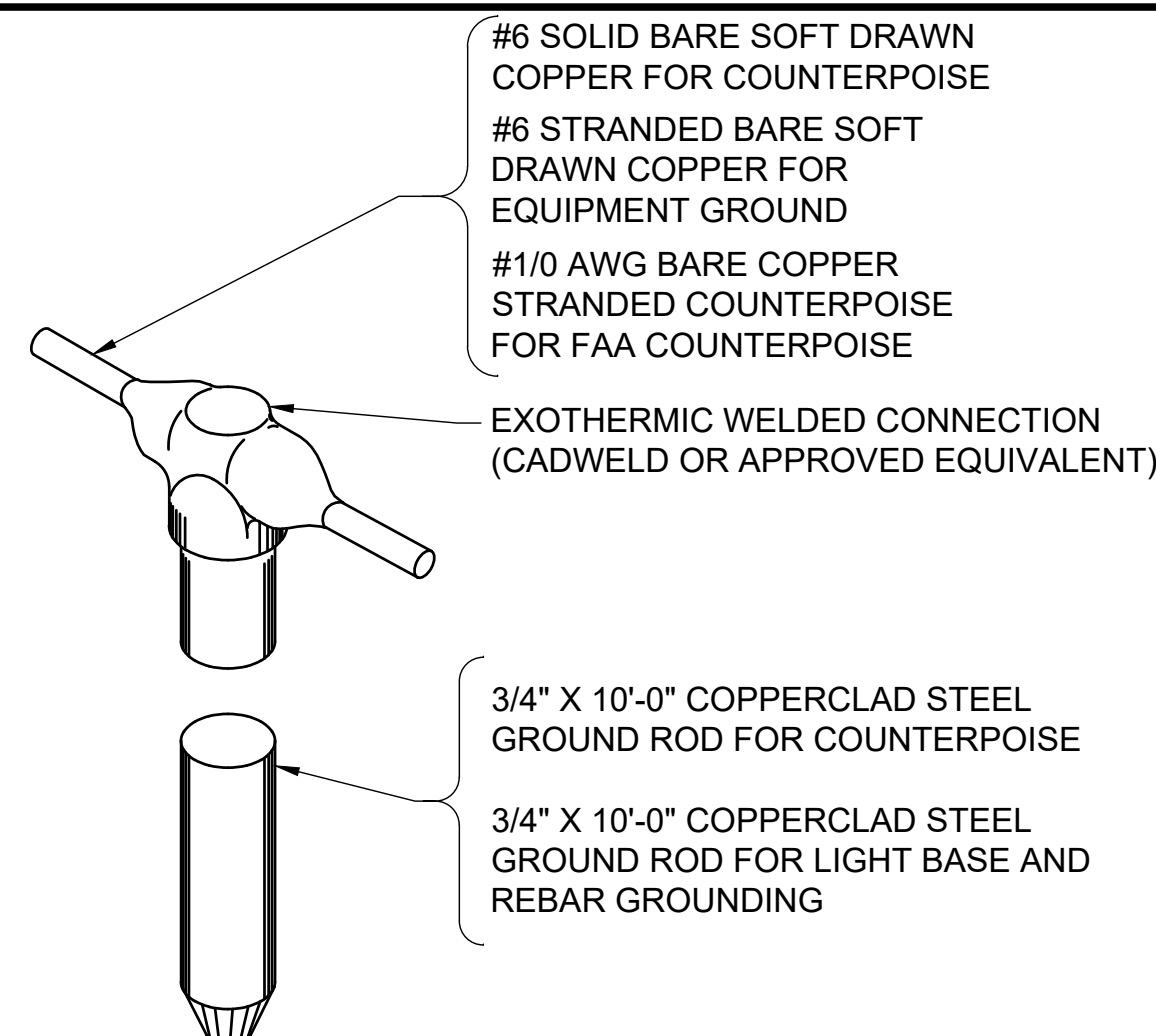
CONDUIT IN TURF



BASE MOUNTED FIXTURES AND CONDUIT TRENCH DETAILS (IN EXISTING ASPHALT PAVEMENT)



BASE MOUNTED FIXTURES AND CONDUIT TRENCH DETAILS (IN EXISTING FULL STRENGTH PAVEMENT)



1. GROUND RODS SHALL BE INSTALLED NOT MORE THAN 500 FEET APART FOR COUNTERPOISE AND AS SHOWN ON LAYOUT PLAN SHEETS.
2. ONE GROUND ROD SHALL BE INSTALLED AT EACH LIGHT BASE FOR GROUNDING THE LIGHT BASE AND ASSOCIATED STEEL REINFORCEMENT.

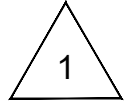
TYPICAL GROUND ROD CONNECTION

SCALE: NONE

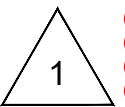
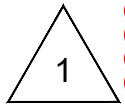
1. CONTRACTOR TO COORDINATE WITH CIVIL FOR TYPE OF AGGREGATE AND CONCRETE TO USE.

1. INSTALL CONDUIT STRAPS ANCHORED TO THE EXISTING CONCRETE EVERY 5 FEET.
2. CLEAN SURFACE OF SAWKERF PRIOR TO APPLICATION OF ELASTOMERIC CONCRETE USING APPROVED METHOD.

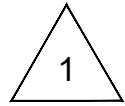
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Last plotted by: Pennington, Taylor D. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 5/14/2024 2:29 PM Plotter Used: AutoCAD PDF (General Documentation).pc3



| JUNCTION STRUCTURE LOCATION | | | | |
|-----------------------------|-----------|-----------|------------|--------------|
| FIXTURE ID | ALIGNMENT | STATION | OFFSET | TYPE |
| H-1 | TW L CL | 397+87.09 | 131.49' LT | HANDHOLE |
| H-2 | TW M1 CL | 103+10.52 | 108.23' RT | HANDHOLE |
| H-3 | TW M2 CL | 202+56.20 | 108.84' RT | FAA HANDHOLE |
| H-4 | TW M2 CL | 202+55.79 | 92.95' LT | FAA HANDHOLE |
| H-5 | TW M2 CL | 202+61.75 | 98.99' LT | HANDHOLE |
| H-6 | TW M2 CL | 202+98.81 | 77.01' LT | FAA HANDHOLE |
| H-7 | TW M2 CL | 202+97.74 | 140.92' LT | FAA HANDHOLE |
| H-8 | TW M2 CL | 203+26.30 | 99.48' LT | HANDHOLE |
| H-9 | TW M2 CL | 204+05.49 | 102.33' RT | FAA HANDHOLE |
| H-10 | TW M2 CL | 210+97.18 | 104.39' LT | L-867D |
| H-11 | TW M2 CL | 210+96.93 | 105.60' RT | L-867D |
| H-12 | TW K CL | 304+63.13 | 157.58' RT | FAA HANDHOLE |
| H-13 | TW K CL | 304+63.84 | 149.13' RT | HANDHOLE |
| H-14 | TW K CL | 302+06.21 | 149.07' LT | FAA HANDHOLE |
| H-15 | RW 8R CL | 5+81.98 | 252.85' LT | FAA HANDHOLE |
| H-16 | TW K CL | 301+76.56 | 113.99' LT | HANDHOLE |
| H-17 | RW 8R CL | 9+90.01 | 108.38' RT | HANDHOLE |
| H-18 | TW M2 CL | 214+72.09 | 279.94' LT | L-867D |
| H-19 | TW M2 CL | 214+72.06 | 241.53' LT | L-867D |
| H-20 | TW M2 CL | 214+71.99 | 159.22' LT | L-867D |
| H-21 | TW M2 CL | 214+71.76 | 76.92' LT | L-867D |



| GUIDANCE SIGN LOCATION | | | | |
|------------------------|-----------|-----------|-------------|------------------|
| FIXTURE ID | ALIGNMENT | STATION | OFFSET | SIGN TYPE / SIZE |
| S-1 | TW K CL | 311+56.91 | 384.87' LT | L-858(L) |
| S-2 | TW K CL | 315+27.64 | 221.00' LT | L-858(L) |
| S-3 | TW K CL | 311+98.41 | 21.15' LT | L-858(L) |
| S-4 | TW M2 CL | 214+79.75 | 0.00' | L-858(L) |
| S-5 | TW M2 CL | 202+90.30 | 88.00' RT | L-858(L) |
| S-6 | TW M2 CL | 201+18.54 | 141.27' RT | L-858(L) |
| S-7 | TW M1 CL | 106+62.63 | 140.97' RT | L-858(L) |
| S-8 | TW M1 CL | 104+91.06 | 79.88' LT | L-858(L) |
| S-9 | TW M1 CL | 101+84.44 | 106.63' RT | L-858(L) |
| S-10 | TW L CL | 401+24.56 | 83.37' RT | L-858(L) |
| S-11 | TW L CL | 398+24.50 | 118.29' LT | L-858(L) |
| S-12 | TW L CL | 398+62.96 | 117.17' RT | L-858(L) |
| S-13 | TW K CL | 339+79.51 | 237.09' LT | L-858(L) |
| S-14 | TW L CL | 399+94.47 | 88.91' RT | L-858(L) |
| S-15 | TW K CL | 318+31.90 | 234.10' LT | L-858(L) |
| S-16 | TW K CL | 341+09.01 | 237.15' LT | L-858(L) |
| S-17 | TW K CL | 361+52.12 | 238.95' LT | L-858(L) |
| S-18 | RW 8R CL | 20+79.87 | 1704.93' LT | L-858(L) |
| S-19 | TW K CL | 316+92.33 | 417.43' LT | L-858(L) |
| S-20 | TW G CL | 611+62.27 | 97.71' LT | L-858(L) |
| S-21 | TW G CL | 616+02.99 | 129.50' LT | L-858(L) |
| S-22 | TW G CL | 601+98.96 | 90.50' LT | L-858(L) |
| S-23 | TW G CL | 600+71.45 | 223.31' LT | L-858(L) |

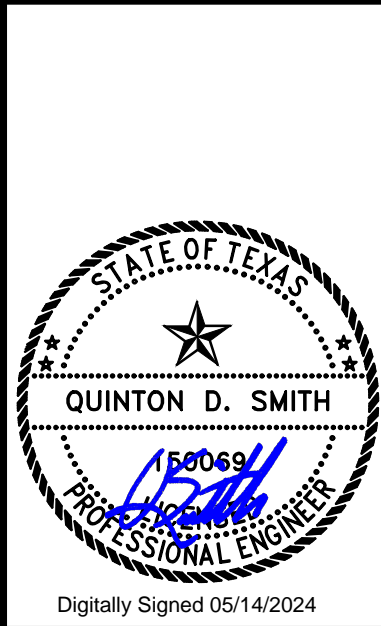


| RUNWAY LIGHT LOCATION | | | | |
|-----------------------|-----------|----------|-----------|--------------|
| FIXTURE ID | ALIGNMENT | STATION | OFFSET | FIXTURE TYPE |
| RW-1 | RW 8R CL | 19+90.00 | 85.21' LT | L-862E |
| RW-2 | RW 8R CL | 19+90.00 | 75.23' LT | L-862E |
| RW-3 | RW 8R CL | 19+90.00 | 65.23' LT | L-862E |
| RW-4 | RW 8R CL | 19+90.00 | 55.24' LT | L-862E |
| RW-5 | RW 8R CL | 19+90.00 | 55.48' RT | L-862E |
| RW-6 | RW 8R CL | 19+90.00 | 65.48' RT | L-862E |
| RW-7 | RW 8R CL | 19+90.00 | 75.48' RT | L-862E |
| RW-8 | RW 8R CL | 19+90.00 | 85.49' RT | L-862E |
| RW-9 | RW 8R CL | 21+21.44 | 85.01' RT | L-850 |
| RW-10 | RW 8R CL | 22+52.88 | 84.53' RT | L-850 |
| RW-11 | RW 8R CL | 22+52.57 | 85.80' LT | L-850 |
| RW-12 | RW 8R CL | 21+21.28 | 85.51' LT | L-850 |

REMOVED REFLECTORS FROM PROJECT



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REGISTRATION NO. F-5713



| REV. | DATE | DESCRIPTION | BY |
|------|----------|---------------------|-----|
| 1 | 3/1/2024 | PLAN REVISION NO. 1 | JRP |

EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS
RELOCATION OF TAXIWAY M

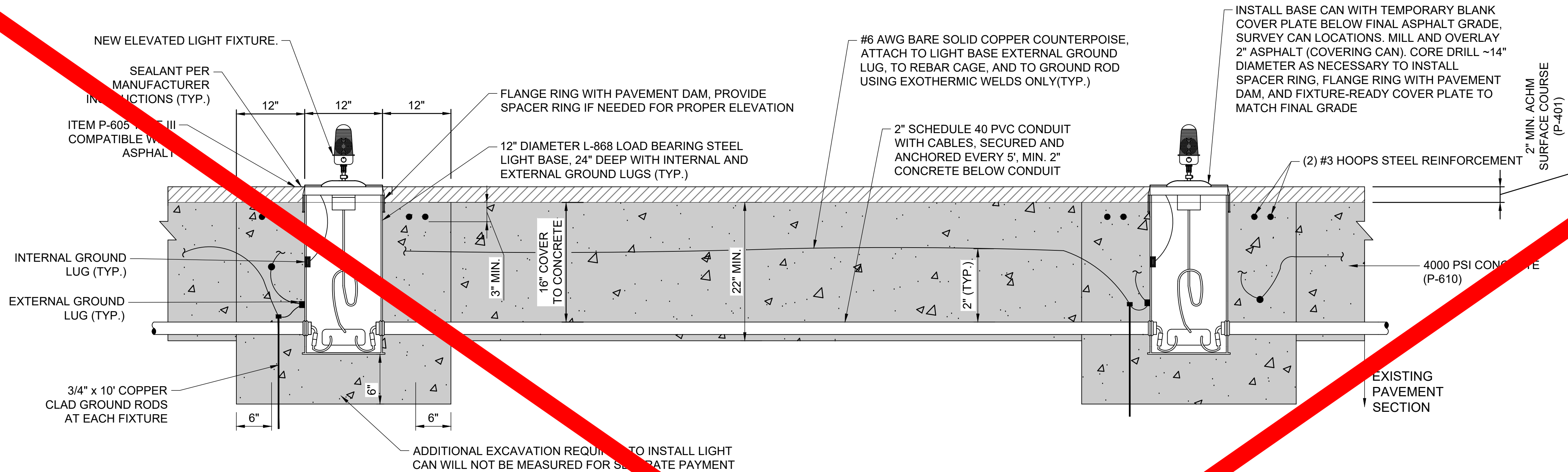
ELECTRICAL
DETAILS XV

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
E-315
SHEET NUMBER **149**

File: \\2019\\19171 - elp - relocation of tw mDrawings\\ELP-TWM-E314-ED.dwg, Last Save: 3/1/2024 2:13 PM, Last saved by: TDPennington
Last plotted by: Pennington, Taylor D., Plot Style: AECmonochrome.ctb, Plot Scale: 1:1, Plot Date: 5/14/2024 2:29 PM, Plotter used: AutoCAD PDF (General Documentation).pc3

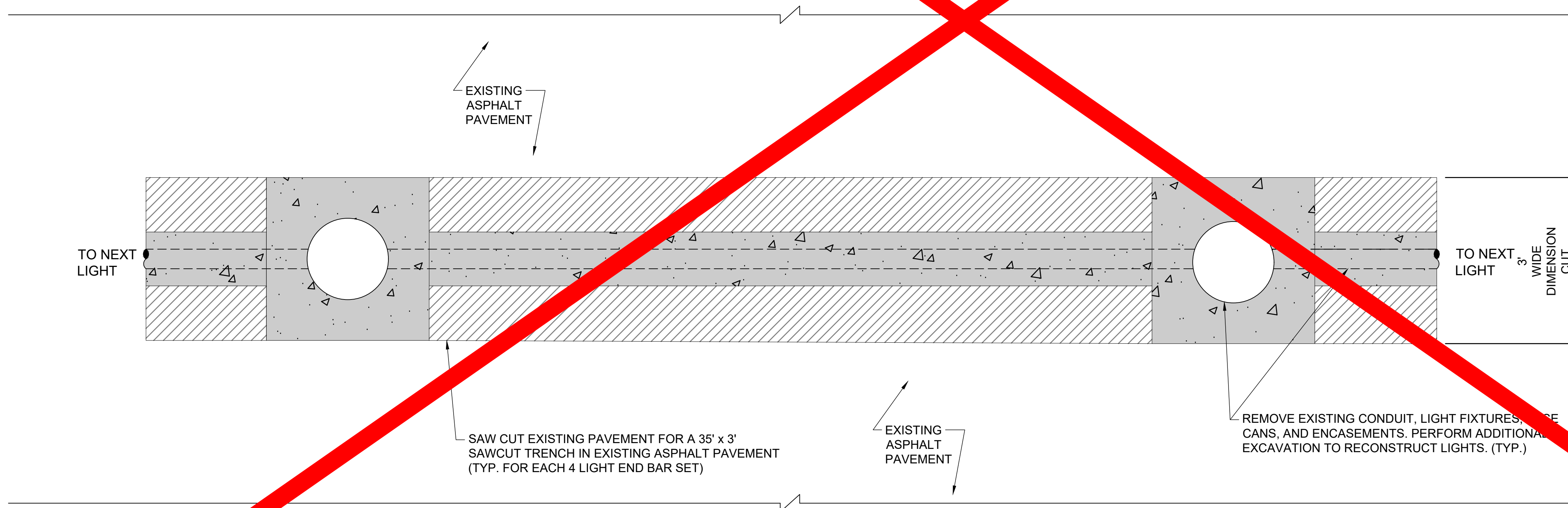


SECTION A-A
SCALE: NONE

1
E-318

BASE MOUNTED ELEVATED LIGHT SECTION DETAIL FOR EXISTING ASPHALT PAVEMENT

SCALE: NONE



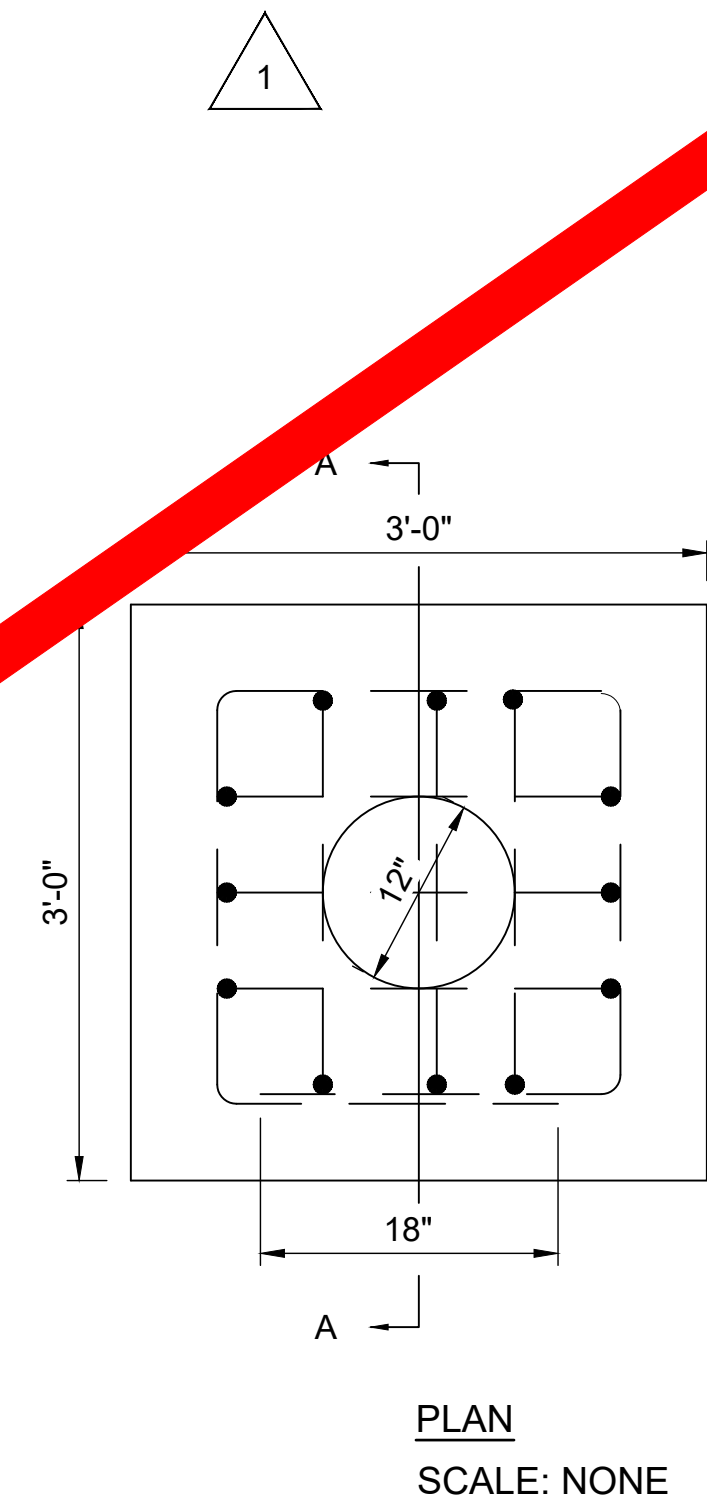
2
E-318

BASE MOUNTED ELEVATED LIGHT PLAN DETAIL FOR EXISTING ASPHALT PAVEMENT

SCALE: NONE

CONSTRUCTION NOTES:

- UTILIZE ANTI-SEIZE MATERIAL WHEN INSTALLING BOLTS.
- PROVIDE BASES WITH INTERNAL AND EXTERNAL GROUND LUGS.
- THE COUNTERPOISE SHALL BE CONNECTED TO THE LIGHT FIXTURE BASE CANS FOR ALL FIXTURES EMBEDDED IN CONCRETE OR ASPHALT PAVEMENT.
- THE EQUIPMENT GROUND SHALL BE SECURELY ATTACHED TO EACH LIGHT FIXTURE BASE.
- CONTRACTOR SHALL SAWCUT AND REMOVE THE EXISTING PAVEMENT IN A MANNER AS TO NOT DAMAGE OR SPALL THE ADJACENT PAVEMENT. SPALL REPAIR WILL NOT BE PERMITTED. NO PAYMENT WILL BE MADE FOR ADDITIONAL SAWCUTTING PAVEMENT REMOVAL AND PAVEMENT REPLACEMENT TO REPLACE DAMAGED PAVEMENTS.
- CONTRACTOR SHALL REPLACE ALL PAVEMENT MARKINGS REMOVED OR DAMAGED TO MATCH EXISTING OR AS DIRECTED BY THE ENGINEER.
- UTILIZE 4000 PSI P-610 CONCRETE.



PLAN
SCALE: NONE



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REGISTRATION NO. F-5713



REGISTRATION NO. F-554



Digitally Signed 05/14/2024

| REV. | DATE | DESCRIPTION | BY |
|------|----------|---------------------|-----|
| 1 | 3/1/2024 | PLAN REVISION NO. 1 | JRP |

EL PASO INTERNATIONAL
AIRPORT
EL PASO, TEXAS

RELOCATION OF TAXIWAY M

ELECTRICAL
DETAILS XVIII

JOB NO.: 19A11971
DATE: FEB 2023
DESIGNED BY: JRP
DRAWN BY: TDP

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

E-318

SHEET
NUMBER **152**

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

| | |
|---------------------|--------------------------------------|
| Full Name | John Goodrich, PE |
| Business Name | Jordan Foster Construction, LLC |
| Agenda Item Type | Relocation of Taxiway M Change Order |
| Relevant Department | Aviation |

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

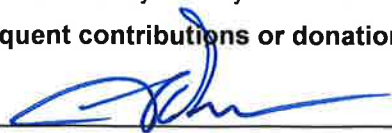


I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____



Date: _____

02/17/2025



Legislation Text

File #: 25-266, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 3

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and WSP USA INC., for a project known as "Geotechnical and Material Testing Services for the El Paso International Airport Five Node Intersection Remediation" for an amount not to exceed \$287,695.00. In addition, the City Engineer is authorized to increase the contract amount up to \$50,000.00 without further authorization from City Council, if such services are necessary for the proper execution of the project and the increased amount is in the appropriate budget for the project. Further, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL: No. 1: Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: 1.4: Grow the core business of air transportation

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: Gvette Hernandez
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso and WSP USA INC., for a project known as “Geotechnical and Material Testing Services for the El Paso International Airport Five Node Intersection Remediation” for an amount not to exceed \$287,695.00. In addition, the City Engineer is authorized to increase the contract amount up to \$50,000.00 without further authorization from City Council, if such services are necessary for the proper execution of the project and the increased amount is in the appropriate budget for the project.

Further, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

APPROVED THIS _____ DAY OF _____, 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department



CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2024-0685R
GEOTECHNICAL AND MATERIALS TESTING SERVICES FOR THE EPIA FIVE NODE INTERSECTION REMEDIATION

| CONSULTANT | LOI | PSI | TERRACON | WSP |
|---------------------------|--------------|--------------|--------------|------------|
| Rater 1 | 57 | 71 | 56 | 74 |
| Rater 2 | 72 | 77 | 67 | 80 |
| Rater 3 | 72 | 74 | 66 | 78 |
| Total Rater Scores | 201 | 222 | 189 | 232 |
| References | 6.5 | 9.8 | 6.6 | 10 |
| Overall Score: | 207.5 | 231.8 | 195.6 | 242 |

| Rankings | Consultant |
|----------|------------|
| 1 | WSP |
| 2 | PSI |
| 3 | LOI |
| 4 | TERRACON |

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2025 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and WSP USA, Inc., a New York, Foreign For-Profit Corporation Authorized to Transact Business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Geotechnical and Material Testing Services for the El Paso International Airport Five Node Intersection Remediation”, hereinafter referred to as the “**Project**”, as further described in Attachment “A” and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

| | |
|----------------|---|
| Attachment “A” | Scope of Services and Budget |
| Attachment “B” | Consultant’s Fee Proposal and Hourly Rates |
| Attachment “C” | Intentionally Deleted |
| Attachment “D” | Payment and Deliverable Schedules |
| Attachment “E” | Insurance Certificate |
| Attachment “F” | Federal Aviation Administration (FAA) Contract Provisions |

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$287,695.00** for all basic services and reimbursables performed pursuant to this Agreement.

In addition, the City Engineer is authorized to increase the contract amount up to \$50,000.00 without further authorization of City Council, if such services are necessary for the proper execution of the project and the increased amount is in the appropriate budget of the project.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within

ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 INTENTIONALLY DELETED.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the

Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of

policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “E”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER’S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT’S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY’S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant’s sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or

- b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications

and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to: The City of El Paso
 Attn: City Engineer
 P. O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: WSP USA INC.
 Attn: David Varela
 125 Montoya Road
 El Paso, Texas 79932

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.


7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

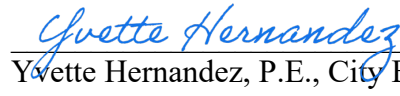
Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

CONSULTANT:

By: 
Name: Kimberly High
Title: Senior Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §

COUNTY OF El Paso §

This instrument was acknowledged before me on this 21 day of January, 2025,
by Kimberly High, Senior Vice President, on behalf of Consultant.


Sasha Garcia
Notary Public, State of Texas

My commission expires:

February 9, 2027



**ATTACHMENT “A”
SCOPE OF SERVICES**

**ATTACHMENT “A”
SCOPE OF SERVICES**

This contract will be used for geotechnical and materials testing services for the Five Node Intersection Remediation Project.

Services to be included:

- Investigation
- Construction materials testing and inspection
- Pavement Design recommendations, if needed

Products required to include:

- Testing Reports will be submitted to the Owner as per the project technical specifications

The firm shall render the following services in connection with the construction of the project:

- Provide professional engineering services in the field of geotechnical and materials testing.
- Provide technical and professional engineering consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials for the projects.
- Provide materials engineering and testing, and construction quality assurance /quality control (QA/QC) services. All field and laboratory procedures shall be performed under the direct supervision of a registered professional engineer in accordance with ASTM E 329 Standards Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in construction.
- Provide the City a monthly report of tasks and activities related to this service. Report should include project name, percent of testing completed, number of invoices paid, total amount of purchase order.
- Provide notification when contractor requests overtime for testing. Overtime for testing services will be paid for by the Contractor. The City will not pay overtime unless requested and approved in writing by the City.
- The Contractor will pay for failed tests. The City will be provided with date, time and number of failed tests.
- The firm’s staff is to provide only those services that are within the technical and professional areas of expertise that are equipped to perform those services. The firm shall be able to demonstrate experience with the following:

AIRFIELD SOIL SURVEYS & PAVEMENT DESIGN

- Flexible and rigid pavement designs.
- Subgrade, subbase and base course stabilization analysis.
- Construction materials specifications.
- Pavement failure analysis and remediation design.

The firm shall be able to demonstrate the certifications, equipment, and ability to perform the following:

SOILS

- Nuclear density
- Sand cone density
- Gradation
- Hydrometer analysis
- Atterberg limits
- Specific gravity
- Soil stabilization design
- Moisture-density relation
- Unconfined strength
- Permeability (falling head, and constant head)
- California bearing ratio (CBR)

CONCRETE

- Mix design
- Flatness/levelness
- Slump & air content
- Unit weight/yield
- Compressive strength
- Flexural strength
- Coring, and testing of cores.

ASPHALT

- Pavement section design
- Bitumen extraction
- Stability & flow
- Mix designs
- Aggregate gradation
- Specific gravity
- Unit weight
- Coring

AGGREGATES

- Moisture content
- Gradation
- Specific gravity
- Soundness
- Los Angeles abrasion
- Absorption
- Clay lumps/friable particles
- Flat/elongated pieces
- Fractured faces.

OTHER MATERIALS TESTING AS REQUIRED KNOWLEDGE AND SKILLS

The firm shall have knowledge in the geotechnical engineering and materials testing field and be familiar with engineering and construction practices. The firm shall be familiar and have experience with the following:

- Current International Building Code
- Pertinent Federal Aviation Administration (FAA) advisory circulars
- EPIA Operations and Security Constraints
- City of El Paso Subdivision Ordinance
- City of El Paso Grading Ordinance
- Texas Commission and Environmental Quality (TCEQ) requirements
- Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements
- Texas Department of Health Requirements
- ADA and Texas Accessibility Standards (TAS)
- Other local, state, and federal codes, ordinances, and requirements

GOALS

The selected firm is expected to achieve the following goals:

- Provide exemplary geotechnical and material testing services.
- Become familiar with project construction documents and assure compliance to materials testing requirement for the project.

KEY OBJECTIVES

The selected firm is expected to achieve the following:

- The firm is expected to work in conjunction with the Capital Improvement Department, El Paso International Airport and project team to successfully resolve issues.
- Implementation of creative and innovative approaches.
- The firm will assure that this project will support the relevant department mission, accreditation standards and compliance with best practices.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

| # of Units | Unit Rate | Unit | Description | Total |
|------------------------------------|-----------|------|--|-------------------------|
| Badging and Coordination | | | | |
| 20 | \$70.00 | Hour | Engineering Technicians (assumes no more than 4 techs, one time event 4 hrs plus travel) | \$1,400.00 |
| 5 | \$90.00 | Hour | Senior Technician | \$450.00 |
| 5 | \$195.00 | Hour | Geotechnical Engineer (coordination) | \$975.00 |
| 2 | \$70.00 | Day | Vehicle use | \$140.00 |
| Subtotal | | | | \$2,965.00 |
| # of Units | Unit Rate | Unit | Description | Total |
| Soil Inspection and Testing | | | | |
| 300 | \$90.00 | Hour | Engineering Technician | \$27,000.00 |
| 120 | \$70.00 | Hour | Second Engineering Technician (As Needed) | \$8,400.00 |
| 25 | \$195.00 | Hour | Geotechnical Engineer (if needed) | \$4,875.00 |
| 20 | \$70.00 | Hour | Clerical Support | \$1,400.00 |
| 4 | \$290.00 | Each | Cement Treated Base (proctor) | \$1,160.00 |
| 8 | \$290.00 | Each | Subgrade Proctor | \$2,320.00 |
| 8 | \$80.00 | Each | Sieve Analysis | \$640.00 |
| 8 | \$80.00 | Each | Plasticity Index | \$640.00 |
| 0 | \$120.00 | Each | Density tests | Included in hourly rate |
| 80 | \$100.00 | Day | Vehicle and Nuclear Gauge Use | \$8,000.00 |
| Subtotal | | | | \$54,435.00 |
| Concrete testing | | | | |
| 290 | \$90.00 | Hour | Engineering Technician | \$26,100.00 |
| 180 | \$70.00 | Hour | Second Engineering Technician (As Needed) | \$12,600.00 |
| 70 | \$550.00 | set | Concrete beams (2 Beams/set). | \$38,500.00 |
| 10 | \$300.00 | set | Concrete Cylinders (4 Cylinders/set) | \$3,000.00 |
| 150 | \$65.00 | Hour | Cement Treated Base Density testing and observation | \$9,750.00 |
| 15 | \$300.00 | Each | Flowable Fill (4 cylinder/set) | \$4,500.00 |
| 10 | \$300.00 | Each | Lean Concrete Base Course | \$3,000.00 |
| 80 | \$70.00 | Day | Vehicle use | \$5,600.00 |
| Subtotal | | | | \$103,050.00 |
| Asphalt testing | | | | |
| 225 | \$90.00 | Hour | Engineering Technician | \$20,250.00 |
| 125 | \$70.00 | Hour | Second Technician (as needed) | \$8,750.00 |
| 15 | \$135.00 | Each | Asphalt Sampling | \$2,025.00 |
| 20 | \$70.00 | Hour | Clerical Support | \$1,400.00 |
| 20 | \$215.00 | Each | Marshall Series | \$4,300.00 |
| 20 | \$100.00 | Each | Theoretical gravity (Rice method) | \$2,000.00 |
| 20 | \$85.00 | Set | Stability and flow | \$1,700.00 |
| 6 | \$290.00 | Each | Base Course Proctor | \$1,740.00 |
| 6 | \$80.00 | Each | Sieve Analysis | \$480.00 |
| 6 | \$80.00 | Each | Plasticity Index | \$480.00 |
| 6 | \$45.00 | Each | Rock Correction | \$270.00 |
| 40 | \$85.00 | Each | Core Density (Joint and Mat) Contractor Cores | \$3,400.00 |
| 40 | \$85.00 | Each | Core Thickness (Asphalt and Concrete) Contractor Core | \$3,400.00 |
| 0 | \$120.00 | Each | Density tests | Included in hourly rate |
| 85 | \$100.00 | Day | Vehicle and Nuclear Gauge Use | \$8,500.00 |
| Subtotal | | | | \$58,695.00 |

| Estimated Total | | | | | \$219,145.00 |
|--|-----------|------|---|-------------------------|--------------|
| | | | | | |
| | | | | | |
| WSP will only bill for services/testing completed for the project. | | | | | |
| | | | | | |
| | | | Additive Alternative 1 | | |
| | | | | | |
| # of Units | Unit Rate | Unit | Description | Total | |
| Soil Inspection and Testing | | | | | |
| 50 | \$90.00 | Hour | Engineering Technician | | \$4,500.00 |
| 5 | \$195.00 | Hour | Geotechnical Engineer (if needed) | | \$975.00 |
| 10 | \$70.00 | Hour | Clerical Support | | \$700.00 |
| 2 | \$290.00 | Each | Cement Treated Base (proctor) | | \$580.00 |
| 2 | \$290.00 | Each | Subgrade Proctor | | \$580.00 |
| 2 | \$80.00 | Each | Sieve Analysis | | \$160.00 |
| 2 | \$80.00 | Each | Plasticity Index | | \$160.00 |
| 0 | \$120.00 | Each | Density tests | Included in hourly rate | |
| 5 | \$100.00 | Day | Vehicle and Nuclear Gauge Use | | \$500.00 |
| Subtotal | | | | | \$8,155.00 |
| Concrete testing | | | | | |
| 80 | \$90.00 | Hour | Engineering Technician | | \$7,200.00 |
| 15 | \$550.00 | set | Concrete beams (2 Beams/set). | | \$8,250.00 |
| 5 | \$300.00 | set | Concrete Cylinders (4 Cylinders/set) | | \$1,500.00 |
| 20 | \$65.00 | Hour | Cement Treated Base Density testing and observation | | \$1,300.00 |
| 10 | \$300.00 | Each | Flowable Fill (4 cylinder/set) | | \$3,000.00 |
| 20 | \$70.00 | Day | Vehicle use | | \$1,400.00 |
| Subtotal | | | | | \$22,650.00 |
| Asphalt testing | | | | | |
| 40 | \$90.00 | Hour | Engineering Technician | | \$3,600.00 |
| 5 | \$135.00 | Each | Asphalt Sampling | | \$675.00 |
| 10 | \$70.00 | Hour | Clerical Support | | \$700.00 |
| 8 | \$215.00 | Each | Marshall Series | | \$1,720.00 |
| 8 | \$100.00 | Each | Theoretical gravity (Rice method) | | \$800.00 |
| 8 | \$85.00 | Set | Stability and flow | | \$680.00 |
| 1 | \$290.00 | Each | Base Course Proctor | | \$290.00 |
| 1 | \$80.00 | Each | Sieve Analysis | | \$80.00 |
| 1 | \$80.00 | Each | Plasticity Index | | \$80.00 |
| 1 | \$45.00 | Each | Rock Correction | | \$45.00 |
| 5 | \$85.00 | Each | Core Density (Joint and Mat) Contractor Cores | | \$425.00 |
| 5 | \$85.00 | Each | Core Thickness (Asphalt and Concrete) Contractor Core | | \$425.00 |
| 0 | \$120.00 | Each | Density tests | Included in hourly rate | |
| 10 | \$100.00 | Day | Vehicle and Nuclear Gauge Use | | \$1,000.00 |
| Subtotal | | | | | \$10,520.00 |
| Estimated Total | | | | | \$41,325.00 |
| | | | | | |
| | | | | | |

| Additive Alternative 2 | | | | |
|------------------------|-----------|------|---|-------------------------|
| # of Units | Unit Rate | Unit | Description | Total |
| Asphalt testing | | | | |
| 120 | \$90.00 | Hour | Engineering Technician | \$10,800.00 |
| 5 | \$135.00 | Each | Asphalt Sampling | \$675.00 |
| 10 | \$70.00 | Hour | Clerical Support | \$700.00 |
| 30 | \$215.00 | Each | Marshall Series | \$6,450.00 |
| 30 | \$100.00 | Each | Theoretical gravity (Rice method) | \$3,000.00 |
| 30 | \$85.00 | Set | Stability and flow | \$2,550.00 |
| 30 | \$85.00 | Each | Core Density (Joint and Mat) Contractor Cores | \$2,550.00 |
| 0 | \$120.00 | Each | Density tests | Included in hourly rate |
| 5 | \$100.00 | Day | Vehicle and Nuclear Gauge Use | \$500.00 |
| Subtotal | | | | \$27,225.00 |
| | | | | |
| Estimated Total | | | | \$27,225.00 |

| Item # | Soils - Field and Laboratory Testing | Unit | Unit Cost (\$ ea) | Description |
|---|---|------|-------------------|---|
| 1 | Sampling (SQS) | Each | \$120.00 | Includes 10 to 2 samples to be placed up within the City limits. Size limited to no more than 500 pounds. Hourly rate may apply if multiple samples need to be collected at the same time at City's discretion. |
| 2 | Density of Soils by Nuclear Methods - 1 test | Each | \$120.00 | Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, chemical and review time |
| 3 | Density of Soils by Nuclear Methods - 2-4 | Each | \$30.00 | Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 2 |
| 4 | Density of Soils by Nuclear Methods - greater than 5 tests (same trip as item 2) | Each | \$40.00 | Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 2 |
| 5 | Density of Soils by Standard Core Method - 1 test | Each | \$140.00 | Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, chemical and review time |
| 6 | Density of Soils by Standard Core Method - 2-4 | Each | \$65.00 | Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 5 |
| 7 | Density of Soils by Standard Core Method - greater than 4 tests (same trip as item 5) | Each | \$50.00 | Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 5 |
| 9 | Moldable Density (proctor) | Each | \$250.00 | Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, chemical and review time |
| 10 | Proctor correction for proctor | Each | \$45.00 | Requires sieve analysis to document need for proctor correction |
| 11 | Particle Size | Each | \$50.00 | Cost per test. Sampling time separate |
| 12 | Modified Liquid Limit | Each | \$50.00 | Cost per test. Sampling time separate |
| 13 | Shrinkage | Each | \$40.00 | Cost per test. Sampling time separate |
| 14 | Specific Gravity | Each | \$50.00 | Cost per test. Sampling time separate |
| 15 | LA Abrasion | Each | \$280.00 | Cost per test. Sampling time separate |
| 16 | Soil Classification - sampling, sieve analysis and Atterberg Limits | Each | \$255.00 | Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, chemical and review time |
| 17 | Senior Field Technician | Hour | \$50.00 | Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed |
| 18 | Technician | Hour | \$70.00 | Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed |
| Concrete, Field and Laboratory Testing | | | | |
| 19 | Concrete Cylinders, Sample 1 during 1 all concrete, total 4 - 6" x 12" cylinders, curing | | | |
| 20 | Compressive strength testing and reporting | Each | \$900.00 | Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, chemical and review time |
| 21 | Strength testing and reporting - 4 specimens for 7 and 28 day, core, curing, compressive strength testing and reporting - 6-27 cores for 7 and 28 day | Each | \$300.00 | Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, chemical and review time |
| 22 | Additional air entrainment test | Each | \$50.00 | Cost per test. Travel time not included. Assumes travel covered by other unit. Includes report, chemical and review time |
| 23 | Additional slump test | Each | \$30.00 | Cost per test. Travel time not included. Assumes travel covered by other unit. Includes report, chemical and review time |
| 24 | Additional cylinders | Each | \$35.00 | Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, chemical and review time |
| 25 | Concrete Beams | Each | \$550.00 | Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, chemical and review time |
| 26 | Strutted beam | Day | \$75.00 | Cost per day for equipment only, technician time separate |
| 27 | Witnessed grade | Each | \$150.00 | Cost per location witness, assumes 3 services per location, fully loaded, no minimum allowed |
| 28 | Witnessed technician | Hour | \$100.00 | Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed |
| 29 | Witnessed | Hour | \$70.00 | Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed |



| | Asphalt - Field and Laboratory Testing | | | |
|----|--|------|----------|--|
| 29 | Sampling (Asphalt) | Each | \$155.00 | Includes up to 1 sample to be picked up when the City limits. Size limited to no more than 600 pounds. Hourly rate may apply if multiple samples need to be collected at the same time at City's discretion. |
| 30 | Material Yield | Each | \$215.00 | Cost per test. Includes report, sampling time separately. Includes report, clerical and review time. |
| 31 | Excavation and Gravel | Each | \$215.00 | Cost per test. Includes report, sampling time separately. Includes report, clerical and review time. |
| 32 | Ride | Each | \$100.00 | Cost per test. Includes report, sampling time separately. Includes report, clerical and review time. |
| 33 | Asphalt Core Density/Thickness | Each | \$300.00 | Included hourly stated and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time. |
| 34 | Density of Bituminous Pavement by Nuclear Methods - 1 Test | Each | \$120.00 | Cost for additional cost for technical time, equipment, report and review time to be completed during the trip for item 35. |
| 35 | Density of Bituminous Pavement by Nuclear Methods - 2 to 4 Tests | Each | \$40.00 | Cost for additional cost for technical time, equipment, report and review time to be completed during the trip for item 35. |
| 36 | Density of Bituminous Pavement by Nuclear Methods - 5 Tests | Each | \$40.00 | Cost for additional cost for technical time, equipment, report and review time to be completed during the trip for item 35. |
| 37 | Senior Field Technician | Hour | \$90.00 | Hourly rate for standby, collection services not listed, fully loaded, no minimum allowed. |
| 38 | Technician | Hour | \$70.00 | Hourly rate for standby, collection services not listed, fully loaded, no minimum allowed. |



| | Professional Services | | | |
|--|----------------------------------|----------|----------|--|
| | Labor Category | | | |
| | Senior Project Manager/Engineer | Hour | \$220.00 | Hourly rates to be used for geotechnical studies, consulting not included in unit rates above and City requested 10% overhead. |
| | Senior Engineer/Professional | Hour | \$166.00 | Hourly rates to be used for geotechnical studies, consulting not included in unit rates above and City requested 10% overhead. |
| | Project Engineer/Assistant | Hour | \$125.00 | Hourly rates to be used for geotechnical studies, consulting not included in unit rates above and City requested 10% overhead. |
| | Level 1 Shift Engineer/Assistant | Hour | \$166.00 | Hourly rates to be used for geotechnical studies, consulting not included in unit rates above and City requested 10% overhead. |
| | Level 2 Shift Engineer/Assistant | Hour | \$166.00 | Hourly rates to be used for geotechnical studies, consulting not included in unit rates above and City requested 10% overhead. |
| | Level 3 Shift Engineer/Assistant | Hour | \$166.00 | Hourly rates to be used for geotechnical studies, consulting not included in unit rates above and City requested 10% overhead. |
| | Level 4 Shift Engineer/Assistant | Hour | \$166.00 | Hourly rates to be used for geotechnical studies, consulting not included in unit rates above and City requested 10% overhead. |
| | Senior Field Professional | Hour | \$110.00 | Hourly rates to be used for geotechnical studies, consulting not included in unit rates above and City requested 10% overhead. |
| | GIS/CAD Technician Level 1 | Hour | \$56.00 | GIS or modeling use only. |
| | GIS/CAD Technician Level 2 | Hour | \$75.00 | Standard for all routine site plans, logs. |
| | Supervising Technician | Hour | \$110.00 | For use only at request of City PM. |
| | Senior Field Technician | Hour | \$90.00 | |
| | Field Lab Technician | Hour | \$70.00 | |
| | Administrative 1 | Hour | \$70.00 | Personnel identified for special projects. |
| | Administrative 2 | Hour | \$60.00 | Standard for routine recording efforts, disease rate cases cannot be applied to special testing units. |
| | Working Inspector | Hour | \$192.00 | For project based, does not include equipment. Equipment rates to be agreed to prior to initiation of services on a per project basis. |
| | Miscellaneous | | | |
| | 2WD Vehicle | Day | \$70.00 | For services not covered in above rate or otherwise regulated with the City. |
| | 4WD Vehicle | Day | \$86.00 | For services not covered in above rate or otherwise regulated with the City. |
| | Mileage | Per Mile | \$0.59 | For miles, not to be used in above rate or otherwise regulated with the City. |
| | Control Machine | Day | \$166.00 | Cost for control machine. |
| | Generator | Day | \$166.00 | Cost for generator. |
| | Printing, 8 1/2 x 11 B&W | Page | \$0.30 | Cost for additional copies of those costs not covered in above fully loaded units. |
| | Printing, 8 1/2 x 11 Color | Page | \$0.65 | Cost for additional copies of those costs not covered in above fully loaded units. |
| | Plotters, 36" x 48" B&W | Page | \$0.65 | Cost for additional copies of those costs not covered in above fully loaded units. |
| | Plotters, 36" x 48" Color | Page | \$1.25 | Cost for additional copies of those costs not covered in above fully loaded units. |
| | Other costs | TBD | | All other costs to be included in this rate prior to use. |
| | Overline markup | Percent | 25.0% | City or City PM approved overline. Must be accompanied by written authorization and backup that OT work was authorized. |
| | Markup for outside services | Percent | 10% | Outside contracted services, cannot be used for projects units listed above. |

- The City will not allow minimum number of samples/hours for any methodology.
- All costs per test results are fully loaded and include testing, equipment, detection, review and report production. Sampling time included only when specified.
- Unfractured pavement above include all trip charges and reporting.
- If testing outside of the scope of rates detailed above are required, the City will request a quote from the laboratory. Approval prior to testing is required.
- All other changes must be requested in advance by the City Project Manager.
- The City reserves the right to use hourly rates for any project, such as City PWS violation.
- Specific projects (such as groundwater projects) will be quoted individually using above rates where practical. The City reserves the right to negotiate any fixed project fee.

**ATTACHMENT “C”
INTENTIONALLY DELETED**

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “**GEOTEHNICAL AND MATERIAL TESTING SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT FIVE NODE INTERSECTION REMEDIATION**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$287,695.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

Payment to Consultant

The compensation for each task is described in Attachment “A”. The Consultant shall bill the Owner on a monthly basis through written invoices. The owner shall make payments upon presentation of the Consultant’s detailed invoice and accompanying summary and progress report and Owner’s written approval.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner’s fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges

are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “A”** and the Notice to Proceed.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Ave 28th Floor New York NY 10017 | CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 FAX (A/C, No): E-MAIL ADDRESS: ggb.wspus.certrequests@ajg.com |
| INSURED WSP USA Inc. f/k/a WSP USA Environment & Infrastructure Inc. One Penn Plaza New York NY 10119 | INSURER(S) AFFORDING COVERAGE INSURER A: QBE Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:** 1513314770**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability CLAIMS-MADE | | | QPL0022630 | 11/1/2024 | 11/1/2025 | Per Claim Aggregate \$1,000,000 \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Project Description: Geotechnical & Materials Testing EPIA Five Node Intersection Solicitation #2024-0685R | Construction materials testing for taxiway improvements

CERTIFICATE HOLDER**CANCELLATION**Capital Improvement Department, City of El Paso City 2
218 N. Campbell, 2nd Floor
El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017 | CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com FAX (A/C, No): |
| INSURED WSP USA Inc. f/k/a WSP USA Environment & Infrastructure Inc. One Penn Plaza New York NY 10119 | INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Insurance Corporation INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** 1801581365 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--|----------------------------------|----------------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | GLO 9835819-11 | 5/1/2024 | 5/1/2025 | EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | AS7-621-094060-034 | 5/1/2024 | 5/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WA7-62D-094060-014 WA7-62D-095609-074 WC7-621-094060-914 | 5/1/2024 5/1/2024 5/1/2024 | 5/1/2025 5/1/2025 5/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIRTY (30) DAYS NOTICE OF CANCELLATION.
Project Description: Geotechnical & Materials Testing EPIA Five Node Intersection Solicitation #2024-0685R | Construction materials testing for taxiway improvements

The Owner is included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|---|
| Capital Improvement Department, City of El Paso City 2 218 N. Campbell, 2nd Floor El Paso TX 79901 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic products
 - 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

01/21/2025

Date


Signature

WSP USA Inc

Company Name

Senior Vice President

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

01/21/2025

Date



Signature

WSP USA Inc

Company Name

Senior Vice President

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

| Requirement | Federal Agency with Enforcement Responsibilities |
|---|---|
| Federal Fair Labor Standards Act (29 USC 201) | U.S. Department of Labor – Wage and Hour Division |

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

| Requirement | Federal Agency with Enforcement Responsibilities |
|---|--|
| Occupational Safety and Health Act of 1970 (20 CFR Part 1910) | U.S. Department of Labor – Occupational Safety and Health Administration |

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.


I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:  Date: _____



Legislation Text

File #: 25-284, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 3060710, for the City of El Paso Police Department project identified as "West Texas Anti-Gang Center FY26" to provide financial assistance to the City of El Paso. Requesting \$9,132,162.40. No cash match is required. The grant period will be from September 1, 2025, - August 31, 2026.

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



DEPARTMENT: Police

AGENDA DATE: 3/4/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Assistant Chief Humberto Talamantes

PHONE NUMBER: (915)212-4309

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 2: Set the Standard for a Safe and Secure City

SUBGOAL:

2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

A resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 3060710, for the City of El Paso Police Department project identified as "West Texas Anti-Gang Center FY26" to provide financial assistance to the City of El Paso. Requesting \$9,132,162.40. No cash match is required. The grant period will be from September 1, 2025 – August 31, 2026.

BACKGROUND / DISCUSSION:

Texas Anti-Gang (TAG) program provides inter-agency cooperation under a unified structure to combat gang violence through gang prevention, intervention, and suppression activities. Funds from this grant are budgeted for TAG Center building lease costs, data services, equipment, salary costs, office equipment, and office supplies. The Texas Anti-Gang Program has been awarded for the past eight years, since FY2017.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

The grant application FY25 was approved by City Council on April 9, 2024, FY24 was approved by City Council on March 14, 2023. The grant application for FY23 was approved by City Council on April 26, 2022. The grant application for FY22 Texas Anti-Gang Program was approved by City Council on March 2, 2021. The grant application for FY21 was approved by City council on March 3, 2020.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD:

for ALC Humberto Talamantes

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

RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas; and

WHEREAS, the El Paso City Council seeks to receive grant funding through the grant/application number 3060710 for the El Paso Police Department project identified as “West Texas Anti-Gang Center FY26”; and

WHEREAS, the El Paso City Council designates the City Manager or her designee as the City’s authorized official.

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

1. **THAT**, the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 3060710, for the City of El Paso Police Department project identified as “West Texas Anti-Gang Center FY26” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____, 2025.

CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


for Peter Pacillas
Chief of Police

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 3060710 **Start Date:** 9/1/2025 **End Date:** 8/31/2026

Project Title: West Texas Anti-Gang Center
Status: Pending OOG Review

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:

Created on:1/22/2025 10:28:30 AM By:Edith Munoz

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: West Texas Anti-Gang Center
Division or Unit to Administer the Project: El Paso Police Department
Address Line 1: 911 N Raynor
Address Line 2:
City/State/Zip: El Paso Texas 79903-1402
Start Date: 9/1/2025
End Date: 8/31/2026

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments

Headquarter County: El Paso

Counties within Project's Impact Area: El Paso

Grant Officials:

Authorized Official

Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official

Name: Margarita Marin
Email: marinmm@elpasotexas.gov
Address 1: 300 North Campbell St
Address 1:
City: EL PASO, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax: 915-212-0042
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director

Name: Reginald Moton
Email: 1349@elpasotexas.gov
Address 1: 911 N. Raynor St.
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4147 Other Phone: 915-539-3244
Fax:
Title: Mr.
Salutation: Commander
Position: Organized Crime Division Commander

Grant Writer

Name: Edith Munoz
Email: C2087@elpasotexas.gov
Address 1: 911 N. Raynor

Address 1:**City:** El Paso , Texas 79903**Phone:** 915-212-4297 Other Phone:**Fax:****Title:** Ms.**Salutation:** --- Select One ---**Position:** Research Assistant**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide homeland security services**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499014**Unique Entity Identifier (UEI):** KLZGKXNFVTL4**Narrative Information****Introduction**

The purpose of the Texas Anti-Gang (TAG) Program is to support pre-selected projects that use regional, multidisciplinary approaches to combat gang violence through the coordination of gang prevention, intervention, and suppression activities.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

TXGANG Criminal Gang Database Reporting

Applicant assures that it is compliant with TXGANG reporting requirements related to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedures.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information [Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program website](#) for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

SAFECOM

All entities using grant funding to support emergency communications activities are required to comply with the SAFECOM Guidance on Emergency Communications Grants ([SAFECOM Guidance](#)). The SAFECOM Guidance provides current information on emergency communications policies, eligible costs, best practices, and technical standards for grant recipients investing in emergency communications projects. It is also designed to promote and align with the National Emergency Communications Plan (NECP). Conformance with the SAFECOM Guidance helps ensure that grant-funded activities are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The El Paso Police Department (EPPD) seeks grant funding for continued support of the West Texas Anti-Gang Center (TAG). The TAG is centrally located in the city of El Paso and is equipped with technology that supports law enforcement officers in their investigations of criminal gang related crimes. The TAG Center enables participating law enforcement agencies to efficiently and effectively collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in or affecting the region. El Paso County's proximity to Mexico and bordering states makes it a key location for organized crime to conduct operations. El Paso County is approximately 1,013 square miles with an estimated population of 1,000,000. The City of El Paso, with an estimated population of 865,627 is the largest of seven incorporated communities in the County of El Paso and the sixth largest city in Texas. El Paso County's numerous international ports of entry, airports, interstate rail, and highway infrastructure make the area a hub of transportation and global trade, and a key operational stronghold for criminal organizations when it comes to the importation and distribution of drugs and contraband as well as human trafficking. El Paso-Las Cruces-Juarez make up the largest border city in the world. El Paso is also the home of the U.S. Army Fort Bliss, consisting of 1,875 square miles, with a 2023 population estimate of more than 158,888. DPS has identified El Paso as having the largest number of gang members in the West Region, which includes the El Paso/ Las Cruces area, Odessa, Midland and San Angelo with a combined Metropolitan Statistical Area population of 1.5 million. The most current DPS Gang Threat Assessment reassures us that there continues to be street gangs, prison gangs, and outlaw motorcycle gangs in the El Paso area. Participating agencies at the TAG will work jointly to make the community safer from the violent threat posed by gangs and other violent criminal organizations. Due to the growth of TAG personnel the need to expand into a larger facility during FY-26.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable. The diverse nature of organized crime in the El Paso metropolitan and border plex area includes local street gangs, outlaw motorcycle organizations (OMO), drug trafficking, and transnational criminal organizations (TCO). These groups exploit the proximity of the border, the numerous ports of entry, railways, the interstate highway system, and bordering states to further their efforts in extortion, the trafficking of drugs, contraband, weapons, and humans, and a variety of other crimes, all of which pose a serious threat to the community. According to Texas DPS, There are currently 144 street gangs in El Paso. The largest and most prominent identified gangs are Chuco Tango, Gangster Disciples, Barrio Azteca, and Sureños. Because of the migrant surge in the El Paso area, many of these gangs are involved in human smuggling. In addition, El Paso continues to experience a significant increase in youth violent crime to include drive-by shootings. Intelligence from El Paso area law enforcement reported that the Mongols and Pagans remain the most active outlaw motorcycle gangs and the offenses are usually assault related or weapons possession. Intelligence indicates that the Pagans OMO have formed a Southwest chapter in El Paso, TX. Drug trafficking organizations and transnational criminal organizations are also active in the El Paso region. HSI and DEA agree that during FY-2024 notorious criminal groups identified as operating in the El Paso area are the Sinaloa Cartel, La Linea (Juarez Cartel), Jalisco New Generation Cartel (CJNG), and La Nueva Empresa. These organizations affiliate with local criminal gangs in virtually every type of criminal activity. They are involved in human trafficking, drug trafficking, extortion, home invasion, metal and heavy equipment theft, major fraud, money laundering, bulk cash smuggling, kidnapping, and murder for hire. Just as drugs and humans are being smuggled into the country; currency, stolen property and weapons are being smuggled into Mexico for the cartels. El Paso area gangs have also taken part in murder, kidnapping, money laundering, fraud, organized retail thefts, home invasions, robberies, burglaries, prostitution of adults/minors, illegal gambling operations, and drug dealing. Transnational criminal organization work hand in hand with local gangs using better intelligence, advanced technology, and stronger organizational practices in the pursuit of furthering their profits. In 2022 and continuing through present time, El Paso became the epicenter of the migrant crisis along the U.S.-Texas-Mexico border with millions of migrant encounters. The TAG has been assisting in identifying gang affiliated migrants. One gang that has been identified through migrant encounters is the violent Venezuelan criminal gang, Tren De Aragua. Due to the growth of TAG

personnel (exceeding 190 at present), the need to expand into a larger facility will be necessary in FY-25.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The existing capabilities are: EPPD gang unit; Alcohol, Tobacco, Firearms, and Explosives; FBI Safe Streets Violent Gang Task Force; DPS, gang units and human trafficking unit and intelligence unit; HSI/DEA West Texas Anti-Gang Task Force; El Paso County Sheriff's Office and other local, state, and federal law enforcement agencies, along with the 34th Judicial District Attorney's and the U.S. Attorney's Office Western District of Texas have individually addressed criminal gang, OMO, and TCO activity in the greater El Paso area, but not with a unified coordinated law enforcement effort, until the funding provided by the Office of the Governor for the TAG Center. Grant funds will allow for the continued operation of the TAG as described in other sections of this proposal. According to the EPPD gang unit the most prominent and active criminal organizations and gangs active in the greater El Paso include the Moon City Locos, Gangster Disciples, Chuco Tango, Sureños, and Barrio Azteca. Area law enforcement agree OMOs are also active in the area conducting various crimes. DEA and HSI concur TCOs operating in the El Paso region are Sinaloa Cartel, La Linea Cartel, Jalisco New Generation Cartel (CJNG), La Nueva Empresa, Artistas Asesinos, and Mexicles. Intelligence supports the belief that TCO gang members operating in El Paso, TX coordinate the transportation of undocumented immigrants from Mexico to the United States. Intelligence provides that drugs are smuggled at the same time with the undocumented immigrants. It is suspected that this tactic is used to exploit immigrants entering the U.S. from Mexico.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The goal of the TAG is to enhance law enforcement operations targeted at violent criminal gangs and other gang related criminal organizations and facilitators by co-locating representatives from federal, state, and local law enforcement agencies in a single dedicated facility. Serves as a resource to area law enforcement agencies to address current and emerging gang issues across the West Texas area. TAG strategic goals include fighting violent criminal gangs with a focus on preliminary on-scene and long-term investigations, suppression, and accurate and timely intelligence, increased interagency cooperation/collaboration, the inter-connection of law enforcement agencies at a regional and statewide level in order to become a "force- multiplier", rapid deployment of personnel and resources, use effective tactics and best practices that are flexible and adaptable to violent crime trends, follow - up and assess, and prevention through community outreach. TAG utilizes a CJIS compliant intelligence and information platform known as SMARTFORCE and GangScope in furtherance of collaborating and sharing information on multi-agency/multi-jurisdictional gang investigations. In addition, TAG maintains a website that allows the community to provide real-time tips regarding gang activity in the region. The TAG will continue to collaborate with the Texas Gang Investigators Association (TGIA) to co-host gang related training in the region. The TAG will provide a facility in the El Paso area for law enforcement agencies to conduct meetings and as a location for training. The TAG will continue the established relationship with the Texas Violent Gang Task Force (TVGTF) by promoting interagency collaboration with the common goals of prevention, intervention, suppression, and prosecution of criminal gang activity. The TAG will continue to foster a relationship with agencies in the region to assist with deterring teenagers and young adults from joining gangs and criminal organizations and will work with those agencies tasked with monitoring criminal juvenile activity, such as the El Paso County Juvenile Probation Department. Through alliances with the Texas Alcohol Beverage Control (TABC) and the El Paso County Attorney's Office, the TAG will make efforts to have businesses that support criminal gang activity have their licenses suspended and civil fines imposed. Working with law enforcement counterparts with the US Army, participants at the TAG will seek to utilize the military's Uniformed Code of Military Justice as another tool to combat criminal gang activity influencing the region. The TAG will continue to work with the West Texas HIDTA to foster the sharing of gang related intelligence. An Executive Board composed of executive staff from the constituent law enforcement agencies will manage the overall operations of the TAG. The TAG Administrator will administer the TAG facility, facility operations, and collaborative efforts. Individual constituent and participating agency supervisors will direct investigations and enforcement operations. The TAG is centrally located in a 20,000 square foot building equipped with advanced technology. Co-locating participating agencies will ensure agencies have access to information on a timely manner, create force multipliers, and concentrate operations. This allows the participating law enforcement agencies to split their focus among multiple priorities on a routine basis, while permitting flexible surges during moments of crisis or operational need. The TAG will enable the participating law enforcement agencies to more efficiently cooperate and collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in or affecting the region. The El Paso Police Department; Texas Department of Public Safety; El Paso County Sheriff's Office; Federal Bureau of Investigation; Alcohol, Tobacco, Firearms, and Explosives; 34th Judicial District Attorney's Office; Homeland Security Investigations; U.S. Attorney's Office Western District of Texas, and the Drug Enforcement Administration comprise the constituent agencies. Participating with the constituent agencies are local, state and federal law enforcement agencies. Participation of both law enforcement agencies and personnel continues to increase at the TAG.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The TAG will collocate officers and investigators from federal, state and local law enforcement agencies to gather intelligence, analyze the intelligence, and in turn act accordingly and disseminate the information on a timely manner to area law enforcement. The intelligence gathered by the participating agencies at the TAG will be utilized to tactically disrupt the on-going criminal activities of the gangs operating in the El Paso County and other areas of the region. The goal as stated above will have an objective to reduce and or eliminate criminal gang activity and violence associated with gangs in the region. To monitor the effectiveness of the TAG, data will be collected and reported as required by the Office the Governor (OOG) using indicator output measures: 1. Number of gang members arrested for felony offenses, 2. Number of gangs targeted, 3. Number of weapons seized, 4. Number of gang members arrested for misdemeanor offenses, and 5. The number of participating agencies at the TAG. The following outcome measures will be reported and required by the OOG-CID: 1. The number of gang member convictions.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and*

criminal enterprises.)

Establish and enhance multi-agency anti-gang centers in regions throughout the state to integrate and enhance the efforts of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations.

Target Group :

Identify the target group and population expected to benefit from this project.

The counties of El Paso, Hudspeth, Culberson, Reeves, Jeff Davis, Presidio, Brewster, Pecos, Terrell, Loving, Winkler, Ward, Ector, Crane, Midland, Upton, Glasscock, Reagan, Crockett, Sterling, Irion, Coke, Tom Green, Schleicher, Sutton, Concho, Menard, Kimble, McCulloch, Mason, Gaines, Andrews, Dawson, Martin, Borden, and Howard will be the TAG's target group.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Without the continued funding from the Office of the Governor it would not be possible to maintain the TAG facility as it currently exists therefore rendering the West Texas TAG Center inoperable.

Project Activities Information**Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|-----------------------------|-------------|---|
| Gangs - Multijurisdictional | 100.00 | Provide inter-agency cooperation under a unified structure to combat gang violence through gang prevention, intervention, and suppression activities. |

Measures Information**Objective Output Measures**

| OUTPUT MEASURE | TARGET LEVEL |
|---|--------------|
| Number of gang members arrested for felony offenses. | 300 |
| Number of gang members arrested for misdemeanor offenses. | 40 |
| Number of gangs targeted. | 20 |
| Number of participating agencies. | 24 |
| Number of weapons seized by officers supporting the TAG initiative. | 100 |

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|--|--------------|
| Dollar value of cash forfeitures donated to the project. | 0 |
| Number of convictions. | 120 |

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|-----------------------|--------------|
|-----------------------|--------------|

Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|------------------------|--------------|
|------------------------|--------------|

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes
☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The West Texas Anti-Gang Center administrator in coordination with the El Paso Police Department will monitor and assure that all contracts are executed in compliance with all grant requirements. The TAG administrator will monitor and review the work and/or services performed under these grant funds.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2025

Enter the End Date [mm/dd/yyyy]:

8/31/2026

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

138341041

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

11833925

Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2023

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes

☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes

☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes

☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes

☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information**Budget Information by Budget Line Item:**

| CATEGORY | SUB CATEGORY | DESCRIPTION | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|-----------|--|--|--------------|------------|---------------|--------|--------------|--------|
| Personnel | Executive Director | TAG Administrator (K. Williamson) Approximate Salary of 142,858.65 including fringe benefits of up to 11,714.41 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA and Medicare). The total estimated compensation is \$154,573.06 . The Administrator manages day-to-day operations for the TAG Center. | \$154,573.06 | \$0.00 | \$0.00 | \$0.00 | \$154,573.06 | 100 |
| Personnel | Analyst (e.g., crime, crime scene investigators, forensic, crime laboratory, etc.) | Program Coordinator (N. Macias) Approximate Salary of \$100,493.91 plus fringe benefits of \$22,379.99 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA and Medicare). The total estimated compensation is | \$122,873.90 | \$0.00 | \$0.00 | \$0.00 | \$122,873.90 | 100 |

| | | | | | | | | |
|---------------------------------------|--|--|--------------|--------|--------|--------|--------------|-----|
| | | \$122,873.9. Program Coordinator plans, oversees and manages administrative and crime analysis functions of the TAG Center. | | | | | | |
| Personnel | Analyst (e.g., crime, crime scene investigators, forensic, crime laboratory, etc.) | Intel Crime Analyst (K. Cepeda) Approximate Salary of \$67,557.86 plus fringe benefits of \$15,045.14 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA and Medicare). The total estimated compensation is \$82,602.99. Analyst plans, organizes and supervises preparation and development of analytical data relevant to gang related crime trends, patterns and perpetrators for the TAG Center. | \$82,602.99 | \$0.00 | \$0.00 | \$0.00 | \$82,602.99 | 100 |
| Personnel | Analyst (e.g., crime, crime scene investigators, forensic, crime laboratory, etc.) | Senior Accountant Approximate Salary of \$53,460 plus fringe benefits of \$18,951.57 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA and Medicare). For a total of \$72,411.57. Accountant organizes and plans purchases including all required paperwork and follow up for the TAG Center. | \$72,411.57 | \$0.00 | \$0.00 | \$0.00 | \$72,411.57 | 100 |
| Personnel | Overtime for All Peace Officers | Overtime Services and Fringe Benefits for the use of PD Gang Suppression Operations - 18 officers with an average cost of \$375,000.00 including 24.215% fringe benefits (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA and Medicare). | \$375,000.00 | \$0.00 | \$0.00 | \$0.00 | \$375,000.00 | 100 |
| Contractual and Professional Services | Housekeeping, Custodial, Building, and Grounds-Related Services | Maintenance agreement for TAG Facility-Service for pest control, utilities(water, Electric, gas), shredding, garbage disposal, installations and miscellaneous repairs for the premises for 12 months. Pest control \$3,000.00, Utilities \$180,000.00(Water \$4500x12=\$54,000, Electric \$10,000x12=\$120,000 and Gas \$500x12=\$6,000 for New Building), VRC Shred Service \$3,000.00, garbage \$1,200.00, installations \$40,000.00 and repairs \$40,000.00. Total of \$267,200.00 | \$267,200.00 | \$0.00 | \$0.00 | \$0.00 | \$267,200.00 | 0 |

| | | | | | | | | |
|---------------------------------------|---|---|-------------|--------|--------|--------|-------------|---|
| Contractual and Professional Services | Housekeeping, Custodial, Building, and Grounds-Related Services | UIRC management account for 12x \$1000.00 includes admin fees \$47.30x12=\$567.60, lawn care\$360x12=\$4320.00, bldg monitoring \$91.32x12=\$1,095.84, environmental fee \$21.65x12=\$259.80, fence maintenance \$479.73x12=\$5,756.76 | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 | \$12,000.00 | 0 |
| Contractual and Professional Services | Installation of grant purchased equipment and technology | Extended Maintenance Agreement for ITD Service Agreement \$20,500.00, Raptor \$800.00, Netsential \$2,000.00, DPS Router \$2,100, Microsoft TEAMS License (3) \$650, total \$1950.00. | \$27,350.00 | \$0.00 | \$0.00 | \$0.00 | \$27,350.00 | 0 |
| Contractual and Professional Services | Installation of grant purchased equipment and technology | Lease agreement services for copier for the TAG facility, estimated costs \$5,000.00 | \$5,000.00 | \$0.00 | \$0.00 | \$0.00 | \$5,000.00 | 0 |
| Contractual and Professional Services | Installation of grant purchased equipment and technology | Intrusion Security Alarm for the TAG building system 12 months. | \$8,000.00 | \$0.00 | \$0.00 | \$0.00 | \$8,000.00 | 0 |
| Travel and Training | In-State Registration Fees, Training, and/or Travel | Estimated Conference Fees for 25 for the Texas Gang Investigators Association Annual (TGIA) Conference in San Antonio, June 2026. \$650 per person for a total of \$16,250.00 | \$16,250.00 | \$0.00 | \$0.00 | \$0.00 | \$16,250.00 | 0 |
| Travel and Training | In-State Registration Fees, Training, and/or Travel | Estimated Travel costs for TGIA Conference in San Antonio June 2026 for 25 - Hotel for 5 nights at \$300.00/night = \$37,500, Round trip airfare at \$800ea = \$20,000.00, and Per Diem for 5 days at \$450.00/ea = \$11,250.00. Total costs is \$68,750.00 | \$68,750.00 | \$0.00 | \$0.00 | \$0.00 | \$68,750.00 | 0 |
| Travel and Training | In-State Registration Fees, Training, and/or Travel | Estimated Conference Fees for 10 for Advanced Financial Crimes Investigations 3 Day Training Webinar in El Paso, Texas. \$425.00 per person for a total of \$4,250.00 | \$4,250.00 | \$0.00 | \$0.00 | \$0.00 | \$4,250.00 | 0 |
| Travel and Training | In-State Registration Fees, Training, and/or Travel | Estimated Travel cost for 4 TAG Administrator and OOG Quarterly Meetings - FY26 Hotel for 2 nights at \$300.00/night=\$2,400.00, Round trip airfare at \$500.00 ea=\$2,000.00, and Per Diem for 3 days at \$300/ea=\$1,200.00. Total costs are \$5,600.00 | \$5,600.00 | \$0.00 | \$0.00 | \$0.00 | \$5,600.00 | 0 |

| | | | | | | | | |
|---------------------|---|---|--------------|--------|--------|--------|--------------|---|
| Travel and Training | In-State Registration Fees, Training, and/or Travel | Estimated Travel cost for 6 for the Lone Star Rally for October 2025 in Galveston, Texas - Hotel for 4 nights at \$300.00/night=\$7,200.00, Round trip airfare at \$900.00 ea=\$5,400.00, and Per Diem for 5 days at \$450/ea=\$2,700.00. Total costs are \$15,300.00 | \$15,300.00 | \$0.00 | \$0.00 | \$0.00 | \$15,300.00 | 0 |
| Travel and Training | In-State Registration Fees, Training, and/or Travel | Estimated travel, lodging, per diem, speaker fee for EPCSO training for 5 nights in El Paso, Texas. | \$20,000.00 | \$0.00 | \$0.00 | \$0.00 | \$20,000.00 | 0 |
| Travel and Training | In-State Registration Fees, Training, and/or Travel | Estimated registration fee for EPCSO training for 15 individuals. \$450 per person in El Paso, Texas. | \$6,750.00 | \$0.00 | \$0.00 | \$0.00 | \$6,750.00 | 0 |
| Travel and Training | Out-of-State Registration Fees, Training, and/or Travel | Estimated Conference Fees for 8 for HIT K9 Training location to be determined in April 2026. \$700.00 per person for a total of \$5,600.00. | \$5,600.00 | \$0.00 | \$0.00 | \$0.00 | \$5,600.00 | 0 |
| Travel and Training | Out-of-State Registration Fees, Training, and/or Travel | Estimated Travel costs for 8 for HIT K9 Training location to be determined in April 2026. - Hotel for 4 nights at \$325.00/night = \$10,400.00, Round trip airfare at \$800ea=\$6,400.00, and Per Diem for 5 days at \$450/ea=\$3,600.00. Total costs are \$20,400.00 | \$20,400.00 | \$0.00 | \$0.00 | \$0.00 | \$20,400.00 | 0 |
| Travel and Training | Out-of-State Registration Fees, Training, and/or Travel | Estimated Conference Fees for 2 for K9 Cop Training location to be determined in January 2026. \$500.00 per person for a total of \$1,000.00 | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,000.00 | 0 |
| Travel and Training | Out-of-State Registration Fees, Training, and/or Travel | Estimated Travel costs for 2 for K9 Cop Training location to be determined in January 2026. - Hotel for 4 nights at \$325.00/night = \$2,600.00, Round trip airfare at \$800ea=\$1,600.00, and Per Diem for 5 days at \$450/ea=\$900.00. Total costs are \$5,100 | \$5,100.00 | \$0.00 | \$0.00 | \$0.00 | \$5,100.00 | 0 |
| Equipment | Specialized Audio-Visual System and Accessories | TruNarc Device (2) \$55,000=\$110,000 | \$110,000.00 | \$0.00 | \$0.00 | \$0.00 | \$110,000.00 | 2 |
| Equipment | Specialized Audio-Visual System and Accessories | EPCSO/DPS -Vehicle License Plate Reader (8) \$3000=\$24,000 | \$24,000.00 | \$0.00 | \$0.00 | \$0.00 | \$24,000.00 | 8 |
| Equipment | Specialized Audio-Visual | DPS SRT - Tactical robot (1)=\$60,000.00 | \$60,000.00 | \$0.00 | \$0.00 | \$0.00 | \$60,000.00 | 1 |

| | | | | | | | | |
|-----------|---|--|--------------|--------|--------|--------|--------------|-----|
| | System and Accessories | | | | | | | |
| Equipment | Television / Video System and Accessories | 82" Smart Television (3) \$2000 = \$6000 55" Smart Television (10) \$600 = \$6000 | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 | \$12,000.00 | 13 |
| Equipment | Desktop System and Accessories | Computer Accessories DPS ICT/HSI - Portable monitors (10) \$250=\$2500.00 ATF - Power banks (8) \$200=\$1600.00 | \$4,100.00 | \$0.00 | \$0.00 | \$0.00 | \$4,100.00 | 18 |
| Equipment | Laptop System and Accessories | DPS ICT/DPS CID - Samsung Galaxy Tablets (6) \$300=\$1,800 DPS ICT/DPS CID - iPad Mini with case and pencil (15) \$1700= \$25,500 DPS CID/HSI/TX Rangers - iPad with case and pencil (25) \$2500= \$65,500 ATF/DPS CITEC/HSI - Wheelmate Steering Wheel Desk (20) \$40=\$800 ATF - Laptop (1) \$1200 ATF/DPS CID/DEA/DPS ICT/HSI - Noise Cancelling Headphones (60) \$350=\$21,000 DPS CITEC/DPS HT - WiFi Range Extender (2) \$250 = \$500 DPS CITEC - 1 TB Memory Cards (6) \$115= \$690 DPS CITEC - 512 GB Memory Cards (4) \$60=\$240 FBI - 1 TB external hard drive (10) \$65 = \$650 | \$117,880.00 | \$0.00 | \$0.00 | \$0.00 | \$117,880.00 | 149 |
| Equipment | Network and Server Software and/or Licenses | EPPD - Vigilant LPR Cameras Subscription 1 year = \$65,000 | \$65,000.00 | \$0.00 | \$0.00 | \$0.00 | \$65,000.00 | 1 |
| Equipment | Network and Server Software and/or Licenses | EPPD - Flock LPR Cameras Subscription 1 year = \$575,000 | \$575,000.00 | \$0.00 | \$0.00 | \$0.00 | \$575,000.00 | 1 |
| Equipment | Network and Server Software and/or Licenses | EPPD - Gangscope Subscription 1 year = \$30,000 | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | \$30,000.00 | 1 |
| Equipment | Network and Server Software and/or Licenses | TAG - Garcom Data lines = \$250,000 | \$250,000.00 | \$0.00 | \$0.00 | \$0.00 | \$250,000.00 | 1 |
| Equipment | Specialty Vehicle | Estimated cost for EPCSO - (7) leased vehicles \$995*7*12=\$83,580 /EPPD - (10) leased vehicles \$995*10*12=\$119,400 | \$202,980.00 | \$0.00 | \$0.00 | \$0.00 | \$202,980.00 | 17 |

| | | | | | | | | |
|--|--|---|--------------|--------|--------|--------|--------------|----|
| Equipment | Specialty Vehicle | EPCSO - Chevrolet Tahoes (4) equipped with K9 kennels \$130,000 = \$520,000 | \$520,000.00 | \$0.00 | \$0.00 | \$0.00 | \$520,000.00 | 4 |
| Equipment | Specialty Vehicle | EPPD - Chevrolet Tahoes (2) equipped with accessories (2) \$136,000 = \$272,000 EPPD - Chevrolet Traverse (1) equipped with accessories (1) \$95,000 | \$367,000.00 | \$0.00 | \$0.00 | \$0.00 | \$367,000.00 | 5 |
| Equipment | Specialty Vehicle | EPPD - Lenco BearCat Armored vehicle equipped with accessories (1) \$450,000 | \$450,000.00 | \$0.00 | \$0.00 | \$0.00 | \$450,000.00 | 1 |
| Equipment | Specialty Cameras and Accessories | Surveillance Equipment: ATF - Surveillance Scope Tripod (2) \$300=\$600 ATF - Surveillance Spotting Scope Cell Phone Mount (2) \$100=\$200 DPS Tech - Disguised Fitness Watch (1) \$450= \$450 | \$1,250.00 | \$0.00 | \$0.00 | \$0.00 | \$1,250.00 | 5 |
| Equipment | Specialty Cameras and Accessories | Surveillance Equipment: DPS Tech - Alpha Hotel Room Kit (1) \$2200= \$2200 DPS Tech - Alpha Beanie DVR (1) \$1350 = \$1350 DPS Tech - Alpha Ball Cap DVR (1) \$1550= \$1550 DPS Tech - Smoke Detector DVR (1) \$1200= \$1200 DPS Tech - Canon VB-47B Cameras for Pole Camera (5) \$2500= \$12,500 DPS Tech - Cradlepoint routers for Pole Cameras (10) \$60,000 DPS CID/TX Rangers - Cell Booster (30) \$800= \$24,000 EPCSO - Night Vision Goggles (4) = \$12,500= \$50,000 TX Rangers/DPS SRT - Starlink & Mount (4) \$1000 = \$4000 TX Rangers - Spotting Scope w/accessories (1) = \$2500 | \$159,300.00 | \$0.00 | \$0.00 | \$0.00 | \$159,300.00 | 58 |
| Equipment | Global Positioning System (GPS) Unit and Accessories | Vehicle Accessories: Star Chase Dart System (10) \$12,000 = \$120,000 | \$120,000.00 | \$0.00 | \$0.00 | \$0.00 | \$120,000.00 | 10 |
| Supplies and Direct Operating Expenses | Internet Access Services | Conterra- Internet Access Services (Fiber optic services) | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | 0 |
| Supplies and Direct Operating Expenses | Internet Access Services | Cell phone service, WiFi and SIM cards for LPR readers | \$72,000.00 | \$0.00 | \$0.00 | \$0.00 | \$72,000.00 | 0 |
| Supplies and Direct Operating Expenses | Internet Access Services | Spectrum - Utilities | \$8,500.00 | \$0.00 | \$0.00 | \$0.00 | \$8,500.00 | 0 |
| Supplies and Direct | Costs for Space (lease | Office building lease at an estimated cost of \$73,761.74 x | \$950,140.88 | \$0.00 | \$0.00 | \$0.00 | \$950,140.88 | 0 |

| | | | | | | | | |
|--|--|--|-------------|--------|--------|--------|-------------|---|
| Operating Expenses | or rental) | 12 months=\$885,140.88 plus \$65,000.00 for real estate tax. Section 4.6, Real Estate Taxes, of the Lease states that, "Tenant shall pay to Landlord each year, within thirty (30) days after Landlord's written demand, as Additional Rent, any increases in property taxes for the Premises that have occurred since the Commencement Date, with such obligations continuing each year there after during the Term, based on any further increases in property taxes for the Premises." | | | | | | |
| Supplies and Direct Operating Expenses | Office Supplies (e.g., paper, postage, calculator) | Office Supplies | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 | \$12,000.00 | 0 |
| Supplies and Direct Operating Expenses | Office Supplies (e.g., paper, postage, calculator) | Janitorial Supplies | \$40,000.00 | \$0.00 | \$0.00 | \$0.00 | \$40,000.00 | 0 |
| Supplies and Direct Operating Expenses | Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit) | Safety Gear-ATF - Belly Chains (10) \$40=\$400.00 ATF - Leg Restraints (10) \$100=\$1000.00 ATF/DPS CID - Headlamps (30) \$75=\$2250.00 DEA/HSI - Tactical pants (20) \$225=\$4500 DEA/FBI - Backpacks (16) \$220=\$3520.00 DPS CITEC/HSI - Tactical gloves (15) \$80= \$1200 DPS CID/FBI - Flashlights (30) \$150= \$4500 HSI - Tactical Boots (15) \$400= \$6000 DPS HT - Safety lights (10) \$150= \$1500 DPS CID - Camelback (10) \$50= \$500 EPPD - Floor jacks (2) \$160 = \$320 FBI - Tool kits (8) \$175 = \$1400 FBI - Bolt cutters (3) \$250 = \$750 FBI - Jump Starter w/Compressor (8) \$225 = \$1800 FBI - IFAK - (20) \$80 = \$1600 TX Rangers/DPS SRT - Remote area lights (3) \$1000 = \$3000 TX Rangers - Tool kit (1) \$500 TX Rangers/ DPS SRT - Power Station (4) \$450 = \$1800 | \$36,540.00 | \$0.00 | \$0.00 | \$0.00 | \$36,540.00 | 0 |
| Supplies and Direct Operating Expenses | Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit) | Canine Supplies-EPCSO (5) & EPPD (2) canine supplies as needed such as dog food, training gear, harnesses, Vet services, K9 Registration and Fees | \$50,000.00 | \$0.00 | \$0.00 | \$0.00 | \$50,000.00 | 0 |

| | | | | | | | | |
|--|--|---|----------------|--------|--------|--------|----------------|---|
| Supplies and Direct Operating Expenses | Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit) | Breaching Tools: "EPCSO/DPS SRT - KBT Breaching tool (3) \$15,900=\$47,700 EPCSO/DPS SRT - KBT Cartridges (8) \$695=\$5560 EPCSO - KBT Cutoff Breaching tool (2) \$2000 = \$4000 DPS CID/FBI/ DPS SRT - Breaching tools (15) \$1500= \$22,500" | \$79,760.00 | \$0.00 | \$0.00 | \$0.00 | \$79,760.00 | 0 |
| Supplies and Direct Operating Expenses | Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit) | Ballistic Helmets and Shields:EPCSO/EPPD/DPS/TX Rangers - Ballistic Shield (6) \$8000= \$48,000 EPCSO - Liberators Headset (30) \$1200 = \$36,000 | \$84,000.00 | \$0.00 | \$0.00 | \$0.00 | \$84,000.00 | 0 |
| Supplies and Direct Operating Expenses | Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit) | ATF - Vehicle Power Inverters (10) \$60=\$600 EPPD - 2Fast Fingerprint Readers (3) \$1000 = \$3000 | \$3,600.00 | \$0.00 | \$0.00 | \$0.00 | \$3,600.00 | 0 |
| Supplies and Direct Operating Expenses | Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit) | Clinical Med Supplies: Defibrillator, medical bags, TruNarc kts FBI - First Aid kits (4) \$50 = \$200 FBI - Survival kits (4) \$225 = \$900 | \$1,100.00 | \$0.00 | \$0.00 | \$0.00 | \$1,100.00 | 0 |
| Supplies and Direct Operating Expenses | Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit) | Yearly Insurance on (20) Marked Vehicles | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | 0 |
| Supplies and Direct Operating Expenses | Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit) | Annual fuel for 20 EPPD Vehicles(\$80,000.00) | \$80,000.00 | \$0.00 | \$0.00 | \$0.00 | \$80,000.00 | 0 |
| Supplies and Direct Operating Expenses | Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit) | Annual maintenance for 20 EPPD Vehicles (\$30,000.00) | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | \$30,000.00 | 0 |
| Supplies and Direct Operating Expenses | Office Equipment and/or Furniture (\$5,000 or less per unit) | Furniture: Additional 40 workstations \$7500=\$300,000 for new building. Desk Chairs \$675x40=\$27,000 Conference tables \$3000x 4=\$12,000 and Chairs 40x\$675=\$27,000, wardrobe lockers \$625.00x40+ \$25,000 Workbenches- 3x\$6000=\$18,000 | \$400,000.00 | \$0.00 | \$0.00 | \$0.00 | \$400,000.00 | 0 |
| Construction | Non-Juvenile Facility | Renovation of Brook Hollow Location | \$2,500,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,500,000.00 | 0 |
| Construction | Non-Juvenile Facility | Security perimeter fence | \$400,000.00 | \$0.00 | \$0.00 | \$0.00 | \$400,000.00 | 0 |

Source of Match Information

Detail Source of Match/GPI:

| DESCRIPTION | MATCH TYPE | AMOUNT |
|-------------|------------|--------|
|-------------|------------|--------|

Summary Source of Match/GPI:

| Total Report | Cash Match | In Kind | GPI Federal Share | GPI State Share |
|--------------|------------|---------|-------------------|-----------------|
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Budget Summary Information

Budget Summary Information by Budget Category:

| CATEGORY | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|--|----------------|------------|---------------|--------|----------------|
| Construction | \$2,900,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,900,000.00 |
| Contractual and Professional Services | \$319,550.00 | \$0.00 | \$0.00 | \$0.00 | \$319,550.00 |
| Equipment | \$3,068,510.00 | \$0.00 | \$0.00 | \$0.00 | \$3,068,510.00 |
| Personnel | \$807,461.52 | \$0.00 | \$0.00 | \$0.00 | \$807,461.52 |
| Supplies and Direct Operating Expenses | \$1,867,640.88 | \$0.00 | \$0.00 | \$0.00 | \$1,867,640.88 |
| Travel and Training | \$169,000.00 | \$0.00 | \$0.00 | \$0.00 | \$169,000.00 |

Budget Grand Total Information:

| OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|----------------|------------|---------------|--------|----------------|
| \$9,132,162.40 | \$0.00 | \$0.00 | \$0.00 | \$9,132,162.40 |

Condition Of Fundings Information

| Condition of Funding / Project Requirement | Date Created | Date Met | Hold Funds | Hold Line Item Funds |
|--|--------------|----------|------------|----------------------|
|--|--------------|----------|------------|----------------------|

You are logged in as **User Name:** emunozmo



Legislation Text

File #: 25-285, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5407101 for the City of El Paso Police Department project identified as "Operation Lone Star Grant FY26" to provide financial assistance to the City of El Paso. Requesting \$600,000.00. No cash match is required. The grant period will be from September 1, 2025, - August 31, 2026.

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



DEPARTMENT:Police

AGENDA DATE: 3/4/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Assistant Chief Humberto Talamantes **PHONE NUMBER:** (915)212-4309

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 2: Set the Standard for a Safe and Secure City

SUBGOAL:

2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

A resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5407101 for the City of El Paso Police Department project identified as " Operation Lone Star Grant FY26" to provide financial assistance to the City of El Paso. Requesting \$600,000.00. No cash match is required. The grant period will be from September 1, 2025 – August 31, 2026.

BACKGROUND / DISCUSSION:

The grant funds are used for city wide proactive operations on an overtime basis.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD:

AK Humberto Talavera

for

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

RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas; and

WHEREAS, the El Paso City Council seeks to receive grant funding through the grant/application number 5407101 for the El Paso Police Department project identified as “Operation Lone Star Grant Program FY26”; and

WHEREAS, the El Paso City Council designates the City Manager or her designee as the City’s authorized official.

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

1. **THAT**, the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 5407101, for the City of El Paso Police Department project identified as “Operation Lone Start Grant Program FY26” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable;
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____, 2025.

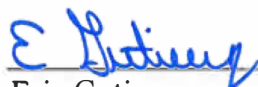
CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


for Peter Pacillas
Chief of Police

[Print This Page](#)**Agency Name:** El Paso, City of**Grant/App:** 5407101 **Start Date:** 9/1/2025 **End Date:** 8/31/2026**Project Title:** Operation Lone Star Grant Program FY26**Status:** Pending OOG Review**Eligibility Information****Your organization's Texas Payee/Taxpayer ID Number:**

17460007499014

Application Eligibility Certify:

Created on:1/22/2025 3:04:24 PM By:Edith Munoz

Profile Information**Applicant Agency Name:** El Paso, City of**Project Title:** Operation Lone Star Grant Program FY26**Division or Unit to Administer the Project:** El Paso Police Department**Address Line 1:** 300 North Campbell St**Address Line 2:****City/State/Zip:** El Paso Texas 79901-1402**Start Date:** 9/1/2025**End Date:** 8/31/2026**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments**Headquarter County:** El Paso**Counties within Project's Impact Area:** El Paso**Grant Officials:****Authorized Official****Name:** Elda Hefner**Email:** rodriguez-hefnere@elpasotexas.gov**Address 1:** 300 N. Campbell**Address 1:****City:** El Paso, Texas 79901**Phone:** 915-212-1795 Other Phone: 915-212-1162**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Grants Administrator**Financial Official****Name:** Margarita Marin**Email:** marinmm@elpasotexas.gov**Address 1:** 300 North Campbell St**Address 1:****City:** EL PASO, Texas 79901**Phone:** 915-212-1174 Other Phone:**Fax:** 915-212-0042**Title:** Ms.**Salutation:** Ms.**Position:** Comptroller**Project Director****Name:** Ricardo Porras**Email:** 1800@elpasotexas.gov**Address 1:** 9600 Dyer St.**Address 1:****City:** El Paso, Texas 79924**Phone:** 915-212-4400 Other Phone: 915-212-0310

Fax: 915-212-0310

Title: Mr.

Salutation: Lieutenant

Position: Project Director

Grant Writer

Name: Edith Munoz

Email: C2087@elpasotexas.gov

Address 1: 911 N. Raynor

Address 1:

City: El Paso , Texas 79903

Phone: 915-212-4297 Other Phone:

Fax:

Title: Ms.

Salutation: --- Select One ---

Position: Research Assistant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide homeland security services

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI)

Number or Vendor ID): 17460007499014

Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Introduction

The purpose of the program is to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity. Program participants shall assist DPS in the execution of coordinated border security operations in an effort to:

Law Enforcement

- Increase the effectiveness and impact of Operation Lone Star.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
- Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- Increase coordination between local and state law enforcement agencies in planning, execution, and analysis of border security operations.

Jail Operations

- Increase capacity for detention operations and other supporting functions associated with increased criminal activity due to surges in illegal migration.

Human Remains Processing

- Support county medical examiner offices in the humane processing of the remains of undocumented migrants.

Court Administration

- Increase capacity and expediency in the case preparation, magistration, pre/post-adjudication proceedings, and criminal trials of OLS defendants.

Fire/EMS Operations

- Increase capacity for fire/EMS operations in direct support of OLS.

Program Requirements**Regional Joint Operations Intelligence Center (JOIC) Coordination**

Grantees must agree to perform the following activities:

- Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOICs).
- Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
- Report significant border-related events that occur during each 24-hour period.
- Conduct enhanced law enforcement patrolling activities
- Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
- Identify significant border-related trends or areas of interest that may be developed into focus areas for future operations.
- Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
- Conduct Steady State operations and respond to calls for service.
- Integrate air, ground, marine, and remote operations.

Border Incident Assessment Report (BIAR) Submission

Grantees must agree to submit BIAR reports to the JOIC:

The grantee shall report all border-related events to the JOIC using the BIAR. BIAR reporting shall include events that occur during Enhanced Operation activities AND events that occur during Steady State activities.

Enhanced (Surge) Operations originate out of the use of Operation Lone Star funds when the local agency chooses to increase the hours of patrol or the number of investigative bodies. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall Operation Lone Star mission, such as organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, human trafficking, human smuggling, home invasions with a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, vehicle thefts, or drug trafficking.

The BIAR is the primary incident and information-reporting tool for the grantee in Operation Lone Star activities. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within 24 hours of the end of shift and/or the timeframes established by the JOIC.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The El Paso Police Department will enhance interagency border security operations in support of the Operation Lone Star Grant Program, by directed actions to deter, and interdict criminal activity in an investigative capacity. Officers will target criminal activities involving illicit money, illegal weapons, ammunition, vehicle thefts, gangs, illegal narcotics, and wanted subjects. Enhanced (Surge) Overtime Operations will include, but are not limited to directed patrol of high crime areas, surveillance, gang & fugitive roundups, counter auto theft measures, Southbound bridge operations, and/or joint operations with local, state, and federal agencies. The goal is to reduce border related criminal activity in El Paso, Texas by disrupting and deterring operations of Mexican Cartels and Transnational Criminal Gangs operating within the Texas border region of El Paso-Ciudad Juarez.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The El Paso-Ciudad Juarez community is the largest metropolitan area on the border between the United States and Mexico. The metropolitan area has a combined population of approximately 2.4 million inhabitants (Source: U.S. Census Bureau and State of Chihuahua CIES). The large amount of inhabitants affords Mexican Cartels and Transnational Criminal Gangs an exclusive opportunity to illegally profit from criminal activities along the Texas border region of El Paso-Ciudad Juarez. Mexican Cartels and Transnational Criminal Gangs are very organized and continue to build their criminal enterprises. Mexican Cartels and Transnational Criminal Gangs that operate within El Paso-Ciudad Juarez are responsible for organizing the illegal importation of narcotics and human trafficking of persons into the United States. The same criminal organizations are also responsible for the illegal exportation of firearms, ammunition, illegal money proceeds, and stolen vehicles. There is a direct correlation between criminal organizations (Mexican Cartels and Transnational Criminal Gangs) involving stolen vehicles from the United States. Stolen vehicles are a low-risk way that organized criminal organizations make quick profits to fund and finance other criminal activities. The ongoing violence created by Mexican Cartels and Transnational Criminal Gangs in Ciudad Juarez continues to pose an immediate threat of a spillover into the City and County of El Paso, Texas. The El Paso Police Department's estimate of the Ciudad Juarez murder count as of January 28, 2025, based on open source information, is approximately 71 murders for the year to date. The estimated murder count for 2024 ended with 1004 murders, based on open source information. Enhanced overtime operations, in support of Operation Lone Star, by the El Paso Police Department are essential to combat and deter the criminal activities attributed to Mexican Cartels and Transnational Criminal Gangs operating within the El Paso-Ciudad Juarez border region.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Currently the El Paso Police Department is the recipient of Local Border Security Program (LBSP) Grant funding for FY2025 and have been the recipients of such funding for over one decade. The funding has allowed personnel of the El Paso Police Department to work enhanced operations on an overtime basis in an effort to target criminal activities involving money, weapons, ammunition, automobile crimes, gangs, narcotics, wanted subjects and other criminal activities along the El Paso, Texas border region. During the last two fiscal years, FY2024 and FY2025, officers have made numerous arrests for felony offenses, misdemeanor offenses, arrests of gang members, conducted traffic stops, and seized weapons in furtherance of the border initiative. It was announced that the LBSP Grant Funding would no longer be available after August 31, 2025. It was also specified that LBSP recipients were being encouraged to apply for Operation Lone Star Grant Funding to continue the valiant efforts of reducing border related criminal activity within the City and County of El Paso, Texas. Operational times and personnel working each assignment are conditional upon availability of staffing and grant funding.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR). It was announced that the LBSP Grant Funding would no longer be available after August 31, 2025. This fact in itself has created a capability gap; furthermore, the El Paso Police Department’s current staffing does not allow for sustained border security operations within the border region area of El Paso, Texas and this too creates a capability gap. Grant funding from the Operation Lone Star Grant Program will assist in lessening the capability gaps. It will allow the department to continue taking a proactive approach to address criminal activities in the border region of El Paso, Texas, to disrupt and deter operations involving the criminal organizations of Mexican Cartels and Transnational Criminal Gangs that operate on both sides of the El Paso-Ciudad Juarez border.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. The project goal is to increase the effectiveness and impact of the Operation Lone Star (OLS) Grant Program. Operation Lone Star operations will address the criminal enterprises of Mexican Cartels and Transnational Criminal Gangs that pose harm to the local population of Texans and visitors of El Paso, Texas. Operations will enhance border security operations and reduce crime along the border region area of El Paso, Texas. El Paso Police Department Officers will enforce any violations of Texas Law and will not enforce federal immigration laws.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*) (GOAL 1: PREVENT) 1.2.1 Conduct and support integrated multi-agency, multi-jurisdictional investigations to disrupt and dismantle domestic and transnational drug trafficking organizations operating in Texas.

Target Group :

Identify the target group and population expected to benefit from this project. Local, State, and Federal Law Enforcement Agencies, to include the population of citizens that reside within the City and County of El Paso, Texas.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable. Without the continued funding support of the Operation Lone Star Grant Program, the El Paso Police Department will not be able to sustain long-term enhanced operations of targeting Mexican Cartels and Transnational Criminal Gang organizations that operate within the Texas border region of El Paso-Ciudad Juarez. The proactive approach that is currently supported by the current FY2025 LBSP grant funding, will then turn into a reactive approach, and will place all Texans at risk, because of the vulnerabilities associated with the lack of funding.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|----------|-------------|-------------|
|----------|-------------|-------------|

| | | |
|---------------------------------------|--------|--|
| Operation Lone Star - Law Enforcement | 100.00 | El Paso Police Officers will identify and target areas of criminal activities in support of the Operation Lone Star Grant Program. Officers will target criminal activities involving illicit money, illegal weapons, ammunition, vehicle thefts, gangs, narcotics, and wanted subjects. Overtime operations will include, but are not limited to directed patrol of high crime areas, surveillance, gang & fugitive roundups, counter auto theft measures, Southbound bridge operations, and/or joint operations with local, state, and federal agencies. The goal is the suppression of criminal activities attributed to criminal organizations operating within the City and County of El Paso, Texas. |
|---------------------------------------|--------|--|

Measures Information

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|---|--------------|
| Number of weapons seized by grant-funded officers supporting the border initiative. | 2 |

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|--|--------------|
| Number of adult apprehensions (transferred to USBP custody) made by grant-funded peace officers | 0 |
| Number of arrests (felony) made by grant-funded officers supporting the border initiative. | 25 |
| Number of arrests (misdemeanor) made by grant-funded officers supporting the border initiative. | 25 |
| Number of minor/juvenile apprehensions (transferred to USBP custody) made by grant-funded peace officers | 0 |
| Value of all forfeitures (cash and other assets) attributed to grant-funded officers supporting the border initiative. | 0 |

Custom Output Measures

CUSTOM OUTPUT MEASURE

TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE

TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2025

Enter the End Date [mm/dd/yyyy]:

8/31/2026

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

138341041

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

11833925

Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2023

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes

☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes

☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

- a) Total funds authorized on the Statement of Grant Award?
☐ Yes
☐ No
- b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits. Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information
Budget Information by Budget Line Item:

| CATEGORY | SUB CATEGORY | DESCRIPTION | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|-----------|---------------------------------|---------------------------------------|--------------|------------|---------------|--------|--------------|--------|
| Personnel | Overtime for All Peace Officers | ENHANCED PATROL AND/OR INVESTIGATIONS | \$600,000.00 | \$0.00 | \$0.00 | \$0.00 | \$600,000.00 | 100 |

| | | | | | | | |
|------------------|---|--|--|--|--|--|--|
| 2/26/25, 3:23 PM | eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!) | | | | | | |
| | | - OVERTIME ACCORDING TO LOCAL OT POLICY - ESTIMATE OF 8180 HOURS AT AN AVERAGE OT RATE OF \$73.56/HR INCLUDING AN AVERAGE FRINGE RATE OF 24.12% UP TO A TOTAL OF \$600,000.00. | | | | | |

Source of Match Information

Detail Source of Match/GPI:

| DESCRIPTION | MATCH TYPE | AMOUNT |
|-------------|------------|--------|
|-------------|------------|--------|

Summary Source of Match/GPI:

| Total Report | Cash Match | In Kind | GPI Federal Share | GPI State Share |
|--------------|------------|---------|-------------------|-----------------|
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Budget Summary Information

Budget Summary Information by Budget Category:

| CATEGORY | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|-----------|--------------|------------|---------------|--------|--------------|
| Personnel | \$600,000.00 | \$0.00 | \$0.00 | \$0.00 | \$600,000.00 |

Budget Grand Total Information:

| OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|--------------|------------|---------------|--------|--------------|
| \$600,000.00 | \$0.00 | \$0.00 | \$0.00 | \$600,000.00 |

Condition Of Fundings Information

| Condition of Funding / Project Requirement | Date Created | Date Met | Hold Funds | Hold Line Item Funds |
|--|--------------|----------|------------|----------------------|
|--|--------------|----------|------------|----------------------|

You are logged in as **User Name:** emunozmo



Legislation Text

File #: 25-257, Version: 4

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 1

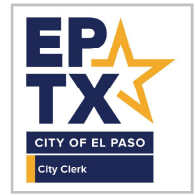
Parks and Recreation, Pablo Caballero, (915) 212-8018

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that City Council authorizes the Mayor to sign the Interlocal Agreement between the City of El Paso, Texas, and the Canutillo Independent School District to allow the shared use of public outdoor athletic and recreational facilities owned by each entity for a period of three years. In addition, the City Manager or designee is hereby authorized to execute any necessary documents to carry out the agreement.

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



DEPARTMENT: Parks and Recreation Department

AGENDA DATE: 3/4/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Pablo Caballero

PHONE NUMBER: 915-212-8018

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL:

Goal 4: Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments

SUBGOAL:

SUBJECT:

A Resolution that City Council authorizes the Mayor to sign the Interlocal Agreement between the City of El Paso, Texas, and the Canutillo Independent School District to allow the shared use of public outdoor athletic and recreational facilities owned by each entity for a period of three years. In addition, the City Manager or designee is hereby authorized to execute any necessary documents to carry out the agreement.

BACKGROUND / DISCUSSION:

Canutillo Independent School District (CISD) is requesting access to Field 13 of the Westside Sports Complex during school hours (M-F 8 am - 4 pm) for their students' physical education classes in such way that it does not interfere with the City's normal services at the Park. CISD use of Field 13 is limited to students, designated agents, employees and contractors of the ISD, and use for team practices outside of the listed scope of services is not permitted. At no additional cost and in exchange for their requested access, CISD grants the City permission to use designated fields and parking areas at the Northwest Early College High School and Canutillo High School campuses as outlined in Exhibit A of the agreement for the use of the public.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Similar action has been taken by Council on Nov. 12, 2019 for the joint use of the Memorial Park Softball Field with EPISD.

AMOUNT AND SOURCE OF FUNDING:

No City Funds used

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

n/a

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

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

DEPARTMENT HEAD:

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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor is hereby authorized to sign this Interlocal Agreement between the City of El Paso (the “City”) and the Canutillo Independent School District (“CISD”) to set out to enhance the quantity and quality of recreational and athletic facility uses available to the residents of the City, at no cost to the City through the shared use of public outdoor athletic and recreational facilities owned by each entity for a period of three (3) years. In addition, the City Manager or designee is hereby authorized to execute and necessary documents to carry out the agreement.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Pablo Caballero, Director
Parks and Recreation Department

**THE STATE OF TEXAS §
THE §
COUNTY OF EL PASO §**

**INTERLOCAL AGREEMENT FOR
PARKS AND RECREATION AND
CANUTILLO INDEPENDENT SCHOOL
DISTRICT**

This Interlocal Agreement (“**Agreement**”) is entered into on this _____ day of _____, 2025 by and between the **CITY OF EL PASO, TEXAS**, a home rule municipal corporation (the “**City**”), and **CANUTILLO INDEPENDENT SCHOOL DISTRICT** (“**CISD**”). The City and the CISD hereinafter collectively referred to as the “**Parties**” and individually to as the “**Party**.”

RECITALS

WHEREAS, CISD desires to have access to Field 13 at CITY'S Westside Sports Complex (“**Park**”) made available for its students enrolled at the Northwest Early College High School throughout the CISD calendar year; and

WHEREAS, the CITY desires to have access to the parking area located at the Northwest Early College High School campus as well as the Canutillo High School parking area, Canutillo High School tennis courts, and Canutillo High School football field for public use; and

WHEREAS, the Mayor and City Council recognize that this Agreement will serve a public purpose and governmental purpose of enhancing the health and safety of the local population; and

WHEREAS, the CITY and CISD are authorized to enter into this Agreement under the provisions of Chapter 791, Texas Government Code; and

NOW, THEREFORE, THE CITY AND CISD HEREBY ENTER INTO THIS AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. CONTRACTUAL RELATIONSHIP.

1.1. The parties to this Agreement are independent contractors. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or representatives.

1.1.1. As an independent contractor, CISD understands and agrees that it will be

responsible for its respective acts or omissions, and the CITY shall in no way be responsible as an employer to CISD's officers, employees, agents or representatives who perform any service in connection with this Agreement.

1.1.2. As an independent contractor, the CITY understands and agrees that it will be responsible for its respective acts or omissions, and CISD shall in no way be responsible as an employer to the CITY's officers, employees, agents or representatives who perform any service in connection with this Agreement.

1.2. CISD acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Agreement. The CITY also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind CISD to any obligation other than the obligations set forth in this Agreement.

2. **SCOPE OF SERVICES.**

2.1. The City shall allow access to Field 13 of the Park located at 201 Isela Rubalcava BLVD, El Paso, Texas, 79932 for CISD physical education classes. CISD'S physical education classes shall not interfere or conflict with the CITY'S normal services at the Park.

2.2. The schedule for use of the Park is to be for the CISD school calendar year from Monday through Friday from 8 a.m. to 4 p.m. Requested changes to the schedule may be approved by the Director of Parks and Recreation ("Director"), or their designee, upon being given ten (10) days prior notice.

3. **TERM.** This Agreement shall be for a period of three (3) years.

4. **CONSIDERATION.** In exchange for the use of the CITY Park, CISD shall allow the use of areas located at the Northwest Early College High School and Canutillo High School campuses outlined in Exhibit A for the use by the public.

5. **RIGHT OF ENTRY.** The CITY herein grants a right of entry to CISD, to include its students, designated agents, employees, and contractors, onto the Park for CISD student physical education classes.

5.1. Entry onto the Park will be limited to students and instructors of CISD. Guests, spectators and/or bystanders shall not be allowed entry. CISD Park use will not include team practices outside of the aforementioned schedule in Section 2.

6. **TERMINATION.**

6.1. Termination - Cause. The parties agree that either party may terminate this Agreement in whole or in part. Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted (a) written notice of intent to terminate enumerating the failures for which the termination is being sought; (b) a minimum of **thirty (30) calendar days** to cure such failures; and (c) an opportunity for consultation with the terminating party prior to such termination.6.2 Termination - Convenience. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. 6.3 Termination Shall Not Be

Construed as Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the other party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.6.4 Except as otherwise provided herein, all duties and obligations of the CITY and CISD shall cease upon termination or expiration of this Agreement.

7. **MAINTENANCE AND REPAIRS.** The CITY shall accept general maintenance and repair responsibilities except as herein identified.

7.1. Maintenance. The Parties agree that the CITY shall be responsible for janitorial services in the Park. However, CISD shall retain responsibility for additional clearing of trash and debris following their use of Park. Should the Director, or designee, notify CISD that the CISD activities have resulted in excess trash and debris, CISD shall retain the responsibility for additional cleanup in the Facility.

7.1.1. Upon completion of each use of the Park, CISD instructors shall be responsible for returning the Facility back to normal operating conditions.

7.2. Repairs. The CITY shall keep the Park in good condition and repair at all times during the effective period of this Agreement except that CISD shall repair damage to Park when notified by and at the discretion of the Director of substantial damage at any time provided that such damage is caused by an CISD student or instructor. The CITY shall notify CISD of any such damage within seventy-two (72) hours of the incurrence of same.

8. **REIMBURSEMENT.** In the alternative to repairing damaged CITY property, CISD shall be responsible for reimbursement and for any damaged CITY property caused by the CISD students and/or instructors during the Agreement Term. CISD shall notify the Director in writing within 72 hours of any such damage to CITY property. In the alternative, the CITY shall notify CISD of damage to CITY property at Park within 72 hours of discovery and will notify CISD of the reimbursement cost at that time. CISD shall pay said cost within fifteen (15) days of receipt of said notice from the CITY.

9. **RISK ALLOCATION - LIMITATION OF LIABILITY.**

9.1. Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.

9.1.1. Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further damage including, mental anguish and emotional distress - as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other

reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.

9.1.2. **Intentional Risk Allocation.** The CITY and CISD each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

9.1.3. **No Indemnification.** The Parties expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

9.2. The CITY will not be responsible for any injuries, deaths, or damages incurred during the Contract Term and to the extent legally possible, CISD will indemnify and hold harmless the CITY for any claim for death, damage, or injury made by any student or instructor of CISD.

10. **GOVERNMENTAL FUNCTION AND IMMUNITY.**

10.1. **Governmental Function.** The parties expressly agree that, in all things relating to this Agreement, the CITY enters into this Agreement for the purpose of performing a governmental function and is performing a governmental function, as defined by the Texas Tort Claims Act. Neither party waives any immunity under the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the CITY, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function. The parties also agree that CISD is entering into this Agreement as part of its duty to provide educational services.

10.2. **Governmental or Sovereign Immunity.** The CITY and CISD reserve, and do not waive, their respective rights of governmental or sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

11. **GENERAL PROVISIONS**

11.1. **Security.** CISD shall provide security for the Park at all times while Park is in use by CISD.

11.2. **Amendments and Waiver.** CISD shall perform all services under this Agreement in accordance with all applicable local, state, and federal laws and regulations.

11.3. **Assignment.** The services to be provided under this Agreement by CISD cannot be assigned or delegated without the prior written consent of the CITY.

- 11.4. Complete Agreement. This Agreement, together with the Exhibit(s) attached hereto, constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.
- 11.5. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the CITY, and CISD Board Policies.
- 11.6. Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.
- 11.7. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via personal delivery with signed receipt or via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address provided below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

| | |
|-------------------------|---|
| To the City of El Paso: | City of El Paso Attn: Office of the City Manager P. O. Box 1890 El Paso, Texas 79950-1890 |
| With a Copy to: | City of El Paso Attention: Director Parks and Recreation 801 Texas Ave. El Paso, Texas 79901 |
| To CISD: | Canutillo Independent School District CISD Administrative Offices 7965 Artcraft Rd. El Paso, Texas 79932 |

- 11.8. Warranty of Capacity to Execute Contract. The person signing this Agreement on behalf of CISD warrants that he/she has the authority to do so and to bind CISD to this Agreement and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this Agreement in its entirety; understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

(Signatures appear on the following page)

Executed this _____ day of _____, 2025.

CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST

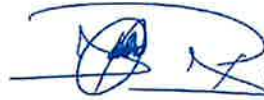
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Jesus Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Pablo Caballero
Parks and Recreation Director

APPROVED AS TO FORM:



Steve Blanco
Attorney for CISD

EL PASO COMMUNITY COLLEGE
DISTRICT



Dr. Pedro Galaviz, Superintendent
Canutillo Independent School District

Exhibit “A”

CISD shall grant access to CITY of the parking lot area within the highlighted perimeter below, indicating parking lot area both from the Northwest Early College High School campus as well as from Canutillo High School. CISD shall also grant access to CITY of Canutillo High School tennis courts as well as the Canutillo High School football field for CITY spring and fall leagues for playoff and championship games. Schedules for such football field use will be provided by CITY to CISD.



NW ECHS Parking Lot

El Paso Community College - Northwest...

Field 13

Canutillo HS Parking Lot

Football Field

Canutillo High School

Tennis Courts



Legislation Text

File #: 25-253, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Public Health, Veerinder Taneja, (915) 212-6502

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Clint, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to Town of Clint.

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



DEPARTMENT: Public Health

AGENDA DATE: 3/4/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Veerinder Taneja

PHONE NUMBER: 1-915-212-6502

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

#8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL:

8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

SUBJECT:

Approve a Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Clint, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to Town of Clint, for which Town of Clint shall pay to the City of El Paso an annual amount of NINE THOUSAND EIGHTY-ONE DOLLARS AND NO/100 (\$9,081.00)

BACKGROUND / DISCUSSION:

This agreement will allow the City of El Paso to provide Town of Clint public health and environmental services.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

This Interlocal Agreement is renewed annually.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: Veerinder Taneja

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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Clint, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to Town of Clint, for which Town of Clint shall pay to the City of El Paso an annual amount of NINE THOUSAND EIGHTY-ONE DOLLARS AND NO/100 (\$9,081.00)

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona Heydarian
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Veerinder Taneja
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:

Joyce Garcia
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Forrest Clancy Forrest Clancy for Nick Ybarra
Nicholas Ybarra, Director
Environmental Services Department

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

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”, “Party”) and the Town of Clint, TEXAS (“Town of Clint”, “Party”) and collectively known as (“Parties”), by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and Town of Clint are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Public Health; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health services to Town of Clint is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, Town of Clint desires to have the City of El Paso’s appointed health authority serve as Town of Clint ’s health authority; and

WHEREAS, Town of Clint will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to Town of Clint, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from Town of Clint certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include Town of Clint in public health research projects, to examine health conditions in Town of Clint, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, Town of Clint and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and Town of Clint hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City of El Paso will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of foodborne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City of El Paso will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Town of Clint ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of Town of Clint to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

- 1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of Town of Clint. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of Town of Clint in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City of El Paso will provide pediatric dental services to residents living in Town of Clint in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to Town of Clint's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and Town of Clint hereby accepts and agrees to the following terms and conditions:
 - 1.2.1 The City of El Paso **will not** provide Vector services to Town of Clint for vector control services such as mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

- 1.2.2 The City of El Paso will include the jurisdictional areas of Town of Clint within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air-related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.
- 1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the Town of Clint as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health shall give written notice to Town of Clint that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to Town of Clint of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 To the extent allowed by law, Town of Clint agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in Town of Clint pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations and notices of violations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of Town of Clint through Town of Clint Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. Town of Clint Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to Town of Clint pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Clint officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City of El Paso's website and available to Town of Clint from the website.
- 1.9 On or before July 31, 2024, the City of El Paso shall provide to Town of Clint an initial projection based on the City Manager's filed proposed budget of Town of Clint's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2024. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Town of Clint for its FY2025 budget.
- 1.10 It is understood and agreed to between the Parties that any portion of this Agreement providing for the delivery of public health services for which Town of Clint does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in Town of Clint, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of Town of Clint). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.

3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for Town of Clint, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2024, and shall terminate on the 31st day of August 2025, regardless of the date of execution of this Agreement.

4.1 In the event of a public health emergency, such as, but not limited to, a disaster declaration of Town of Clint, requiring, as a result of the emergency, specific health services from the City of El Paso after August 31, 2024, and prior to the signing of a subsequent Interlocal for health services between the Parties to this Agreement, the required services shall be provided by the City of El Paso to Town of Clint at the rate described in the present Agreement, and Town of Clint shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

5.1 Town of Clint agrees to pay the amount not to exceed NINE THOUSAND EIGHTY-ONE DOLLARS AND NO/100 (\$9,081.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of TWO THOUSAND TWO HUNDRED SEVENTY DOLLARS AND 25/100 (\$2,270.25) with the first payment becoming due and payable on the 1st day of September 2024 or within 10 days after the date that Town of Clint signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model

attached hereto as Appendix A and Appendix B identifies the total cost of services offered by the City of El Paso to Town of Clint pursuant to this Agreement.

- 5.2 The Town of Clint shall not receive vector control services from the City of El Paso during the term of this Agreement. The Town of Clint will provide vector control services at its own expense within the limits of the Town of Clint and shall designate a point of contact to coordinate with the Director of the El Paso Department of Public Health in connection with public health threats and other information regarding vector-borne diseases.

In the event of an outbreak of a vector-borne disease during the term of this Agreement, unless required to do so by an applicable local, state or federal law, the City of El Paso shall not be required to provide vector control services within the limits of the Town of Clint.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Town of Clint. Such fees, when set or revised by Town of Clint and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that Town of Clint collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. Town of Clint shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that Town of Clint accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.

7.1 *Authority of the City of El Paso.* Town of Clint expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Clint, Texas. Town of Clint further agrees that, in the

absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to those public health and environmental services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Clint, Texas. Town of Clint shall provide certified copies of all Town of Clint, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly-adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF

WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to Town of Clint that the City of El Paso will safeguard any protected health information received or created on behalf of Town of Clint. Pursuant to this requirement, the Parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix C and incorporated herein as if fully set forth.

Town of Clint continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of Town of Clint and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix C.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty (60) days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by a Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO: City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

TOWN OF CLINT: Town of Clint
Attn: Mayor Ramon Cano
P.O. Box 350
Clint, Texas 79836

All payments by Town of Clint under this Agreement are payable only out of current Town of Clint revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Clint City Council not appropriating the funds, Town of Clint shall have no future obligation to pay or perform any future services related herein to the City of El Paso for Town of Clint's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should Town of Clint experience a funding unavailability related to the services described in this Agreement, Town of Clint shall immediately provide written notification to the City of El Paso of such case and either Party may choose to terminate the Agreement subject to this Section 9. In the event that Town of Clint notifies the City of El Paso that Town of Clint is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to Town of Clint except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and Town of Clint are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor Town of Clint nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated

subsequent to the date hereof and duly executed by the Parties hereto. The Parties reserve the right to amend this Agreement in the event either Party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and Town of Clint.

APPROVED this _____ day of _____ 2025.

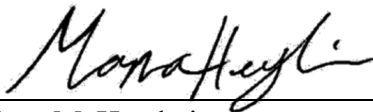
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



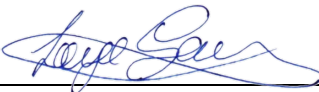
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



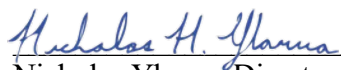
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, Director
Environmental Services Department

(Signatures continue on the following page)

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for Town of Clint, Interlocal Agreement between the City of El Paso and Town of Clint.

APPROVED this 16 day of December, 2024.

TOWN OF CLINT



Mayor

Printed Name: Ramon Cano Jr

ATTEST:

APPROVED AS TO FORM:


 Printed Name: Susie Rodriguez
 City Clerk, Town of Clint


 Printed Name: Desiree Duarte
 Attorney, Town of Clint

City of El Paso, Texas
FY25 Interlocal Agreements Cost Model

Appendix A & B

| | Municipality | | | | | | | | | |
|--------------------------------------|-----------------|--------------|-------------|---------------|---------------|--------------|-----------------|---------------|------------------------|--|
| PROGRAM | El Paso | Anthony | Clint | Horizon | Socorro | Vinton | County | San Elizario | Total Operational Cost | |
| Administration | \$ 6,483,237 | \$ 35,061 | \$ 8,815 | \$ 214,788 | \$ 327,650 | \$ 25,634 | \$ 1,075,928 | \$ 96,616 | \$ 8,267,731 | |
| Administration (GF) | \$ 2,938,873 | \$ 15,893 | \$ 3,996 | \$ 97,364 | \$ 148,525 | \$ 11,620 | \$ 487,722 | \$ 43,796 | \$ 3,747,790 | |
| Administration Support Services (GF) | \$ 3,544,364 | \$ 19,168 | \$ 4,819 | \$ 117,424 | \$ 179,125 | \$ 14,014 | \$ 588,206 | \$ 52,820 | \$ 4,519,941 | |
| | | | | | | | | | | |
| Percent of Total Cost | 78.42% | 0.42% | 0.11% | 2.60% | 3.96% | 0.31% | 13.01% | 1.17% | 100.00% | |
| Population | 678,815 | 3,671 | 923 | 22,489 | 34,306 | 2,684 | 112,653 | 10,116 | 865,657 | |
| | | | | | | | | | | |
| ESD Grand Total | \$ 1,117,531 | \$ 6,042 | \$ 266 | \$ 6,961 | \$ 62,938 | \$ 4,418 | \$ 182,822 | \$ 16,730 | \$ 1,397,708 | |
| Vector Control | \$ 921,962 | \$ 4,985 | \$ - | \$ - | \$ 51,924 | \$ 3,645 | \$ 150,828 | \$ 13,802 | \$ 1,147,146 | |
| Air Quality (per capita) | \$ 195,569 | \$ 1,057 | \$ 266 | \$ 6,961 | \$ 11,014 | \$ 773 | \$ 31,994 | \$ 2,928 | \$ 250,562 | |
| | | | | | | | | | | |
| GRAND TOTAL | \$ 7,600,768 | \$ 41,103 | \$ 9,081 | \$ 221,749 | \$ 390,588 | \$ 30,052 | \$ 1,258,750 | \$ 113,346 | \$ 9,665,439 | |
| | | | | | | | | | | |
| PREVIOUS FEE | \$ 6,923,679.89 | \$ 38,754.70 | \$ 9,114.25 | \$ 203,941.64 | \$ 365,338.13 | \$ 27,501.46 | \$ 1,178,947.07 | \$ 103,028.56 | \$ 8,850,305.69 | |
| Variance 2024 | 677,088.38 | 2,348.35 | (32.84) | 17,807.67 | 25,250.16 | 2,550.93 | 79,803.03 | 10,317.50 | 815,133.17 | |
| % Change | 9.78% | 6.06% | -0.36% | 8.73% | 6.91% | 9.28% | 6.77% | 10.01% | 9.21% | |

APPENDIX C

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2025, by and between the CITY OF EL PASO, TEXAS (“CITY”), as the Covered Entity, and Town of Clint ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”). Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means Town of Clint.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 160.103.

e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.103.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)

3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
 - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
 - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the “Privacy Rule” and Subparts A and C the “Security Rule”) of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of September 1, 20(YEAR), and shall terminate on August 31, 20(YEAR), or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY’s knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

- 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
- 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- 3. Terminate this Agreement immediately.
- 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

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

COPY TO: City of El Paso
Department of Public Health
Attention: Director
200 N. Kansas Street
El Paso, TX 79901

BUSINESS ASSOCIATE: Town of Clint
Attn: Mayor Ramon Cano
P.O. Box 350
Clint, Texas 79836

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.



Legislation Text

File #: 25-263, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Animal Services Department, Terry K. Kebschull, (915) 212-8742

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the City Manager or their designee is authorized to sign the Third Amendment to the Professional Services Agreement for Relief Services, entered into by and between the City of El Paso ("City") and Dennis W. Flosi, DVM ("Contractor"), to increase the total compensation under the agreement from Ninety Thousand Dollars (\$90,000.00) to One Hundred Thirty Thousand Dollars (\$130,000.00) per twelve-month term.



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

DEPARTMENT: Animal Services
AGENDA DATE: March 4, 2025
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Terry K. Kebschull, **PHONE NUMBER:** (915)212-8742
 Animal Services Director
DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8 - Nurture and Promote a Healthy, Sustainable Community
SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:
 A Resolution that the City Manager or their designee is authorized to sign the Third Amendment to the Professional Services Agreement for Relief Services, entered into by and between the City of El Paso ("City") and Dennis W. Flosi, DVM ("Contractor"), to increase the total compensation under the agreement from Ninety Thousand Dollars (\$90,000.00) to One Hundred Thirty Thousand Dollars (\$130,000.00) per twelve-month term.

BACKGROUND / DISCUSSION:
 This amendment is in exchange for additional clinical services and surgeries required by the City's Animal Services Department.

COMMUNITY AND STAKEHOLDER OUTREACH:
 NA

PRIOR COUNCIL ACTION:
 A second amendment was executed on March 31, 2022.

AMOUNT AND SOURCE OF FUNDING:
 Amount: \$130,000.00
 Funding Source: Animal Services Fund
 Account: 225-2580-25120-522150

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
 N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| NA | NA |
| | |
| | |
| | |

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

DEPARTMENT HEAD:

Terry K. Kebschull
 Terry K. Kebschull, Animal Services Director

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager or their designee is authorized to sign the Third Amendment to the Professional Services Agreement for Relief Services, entered into by and between the City of El Paso ("City") and Dennis W. Flosi, DVM ("Contractor"), to increase the total compensation under the agreement from Ninety Thousand Dollars (\$90,000.00) to One Hundred Thirty Thousand Dollars (\$130,000.00) per twelve-month term. This amendment is in exchange for additional clinical services and surgeries required by the City's Animal Services Department.

APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


APPROVED AS TO CONTENT:

Laura D. Prine
City Clerk

Claudia A. Garcia Director of
Purchasing & Strategic Sourcing

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Mona M. Heydarian
Assistant City Attorney


Terry K. Kebschull, Director
Animal Services Department

STATE OF TEXAS

COUNTY OF EL PASO

2016-1277 AMENDMENT TO PROFESSIONAL
SERVICES AGREEMENT (DVM)
FOR RELIEF SERVICES

This Third Amendment to the Professional Services Agreement (DVM) for Relief Services is entered into by and between the CITY OF EL PASO ("City") and Dennis Wayne Flosi, DVM ("Contractor").

WHEREAS, on or about September 6, 2016, the City, on behalf of the Department of Animal Services ("Department"), entered into a Professional Services Agreement (DVM) for Relief Services ("Agreement") with Contractor, wherein Contractor was hired as a Veterinarian to provide and perform professional veterinary services for the City on an on-call/as-needed basis; and

WHEREAS, the Agreement was amended on March 27, 2022, to adjust Contractor's compensation and again amended to extend and modify terms effective March 27, 2023; and

WHEREAS, the parties now desire to amend the Agreement to increase Contractor's compensation for services rendered.

NOW, THEREFORE, the parties mutually agree as follows:

1. Section 3. COMPENSATION AND METHOD OF PAYMENT of the Agreement is hereby amended as follows:

The City shall pay Contractor an amount not to exceed ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00) over each twelve-month period beginning on the execution date of this Third Amendment. Upon the full execution of this 2016-1277 Amendment, Payment rates remain as follows: **Spay/Neuter** = \$25.00. **Special surgeries**, to include abdominal crypts, late-term pregnancies, enucleations, leg amputations, etc. - \$50 per 30 minutes. (ex. 1-30 minutes \$50, 30-60 minutes \$100, etc.). **Non-surgical time** (rabies checks, etc.) - \$100/hour, as set forth in Attachment A, attached hereto and made part hereof. Contractor shall provide services on an on-call/as-needed basis, as determined by the Department of Animal Services, and on days agreed to by the parties.

Contractor shall submit an invoice to the City not more often than monthly, throughwritten invoices provided by the Department of Animal Services. The City shall pay the invoices as soon as reasonably possible, but not later than thirty (30) days from receipt, in accordance with State laws. Upon dispute, however, the City may upon notice to the Contractor, withhold payment to the Contractor for the amount in dispute only, until such time as the exact amount of the disputed amount due the Contractor is determined. The total amount

paid to Contractor shall not exceed Contractor's fee proposal, except by written amendment to this Agreement, executed by both parties.

The City will not provide Contractor with any fringe benefits. Contractor agrees that at no time will Contractor make a claim against the City for more than the rate provided under the terms of this Agreement.

2. Article II (COMPENSATION) of Attachment A (VETERINARIAN-RELIEF SERVICES) of the Agreement is hereby amended as follows:

In full consideration for the performance of Services hereunder, and for any rights granted or relinquished by the Veterinarian under this Agreement, City of El Paso shall pay the Veterinarian as follows: Cost Per Routine: **Spay/Neuter** = \$25.00. **Special surgeries**, to include abdominal crypts, late-term pregnancies, enucleations, leg amputations, etc. - \$50 per 30 minutes. (ex. 1-30 minutes \$50, 30-60 minutes \$100, etc.). **Non-surgical time** (rabies checks, etc.) - \$100/hour. Payment will be rendered within thirty (30) days after receipt of an invoice by the City of El Paso Office of the Comptroller with all supporting documentation. Veterinarian must deliver/mail invoices to the Department of Animal Services, attention Accounting Division, at 4501 Hondo Pass, El Paso, Texas 79904.

3. Except as amended herein, all terms and conditions of the original Agreement, including Attachment A, remain unchanged and in full force and effect.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have executed this Third Amendment to Professional Services Agreement (DVM) for Relief Services at El Paso, Texas, this ____day of ____, 2025.

CITY:

City of El Paso, Texas

Mary L. Wiggins,
Chief Human Resources Officer
Department of Human Resources

APPROVED AS TO FORM:

Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Terry Kebschull
Director, Animal Services

CONTRACTOR:

DENNIS WAYNE FLOSI, DVM

ATTACHMENT A

VETERINARIAN - RELIEF SERVICES

I. SCOPE OF WORK

Provide veterinary services for the City of El Paso Department of Animal Services on an on-call/as-needed basis (relief services), in a manner determined by the needs of Animal Services and under the terms and conditions described herein. All services shall meet or exceed appropriate veterinarian standards of care and practices.

As directed by the Animal Services Director or his designee, the Veterinarian shall provide wellness exams, vaccinations, diagnoses, treatments for sick or injured animals currently being held at the Animal Services Shelter or in foster care.

The Veterinarian shall be available at times agreed by the parties to perform veterinarian services, which may include surgical spaying and neutering of dogs and cats unowned. A physical exam shall be performed on each surgical candidate prior to surgical spaying or neutering to determine the general good health of the animal and appropriateness of the surgery. The Veterinarian shall perform all surgical and related services required for spaying and neutering, including anesthetization services as necessary. There will be support available through veterinarian technicians and animal care attendants.

The Veterinarian shall maintain complete and accurate records of all services performed at the Department of Animal Service, in a format that is considered acceptable in the local practice of veterinary medicine. Additionally, the records must be sufficient to document performance of services hereunder, as may be required for the recordkeeping procedures of the City of El Paso Office of the Comptrollers. Staff will assist in the data management software.

II. COMPENSATION

In full consideration for the performance of Services hereunder, and for any rights granted or relinquished by the Veterinarian under this Agreement, the City of El Paso shall pay the Veterinarian for services rendered at the rates specified in this Agreement. Payment will be rendered within thirty (30) days after receipt of an invoice, provided all services invoiced have been satisfactorily performed and supporting documentation is submitted.

Invoices must be delivered or mailed to the Department of Animal Services, attention Accounting Division, at 4501 Hondo Pass, El Paso, Texas 79904.



Legislation Text

File #: 25-264, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Animal Services Department, Terry K. Kebschull, (915) 212-8742

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the City Manager or their designee is authorized to sign the Fourth Amendment to the Professional Services Agreement for Relief Services, entered into by and between the City of El Paso ("City") and Kim Kane, DVM ("Contractor"), to increase the total compensation under the agreement from Ninety Thousand Dollars (\$90,000.00) to One Hundred Thirty Thousand Dollars (\$130,000.00) per twelve-month term.



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

DEPARTMENT: Animal Services
AGENDA DATE: March 4, 2025
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Terry K. Kebschull, PHONE NUMBER: (915)212-8742
Animal Services Director
DISTRICT(S) AFFECTED: All
STRATEGIC GOAL: Goal 8 - Nurture and Promote a Healthy, Sustainable Community
SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:
Resolution that the City Manager or their designee is authorized to sign the Fourth Amendment to the Professional Services Agreement for Relief Services, entered into by and between the City of El Paso ("City") and Kim Kane, DVM ("Contractor"), to increase the total compensation under the agreement from Ninety Thousand Dollars (\$90,000.00) to One Hundred Thirty Thousand Dollars (\$130,000.00) per twelve-month term.

BACKGROUND / DISCUSSION:
This amendment is in exchange for additional clinical services and surgeries required by the City's Animal Services Department.

COMMUNITY AND STAKEHOLDER OUTREACH:
NA

PRIOR COUNCIL ACTION:
A previous amendment was approved on November 7, 2023.

AMOUNT AND SOURCE OF FUNDING:
Amount: \$130,000.00
Funding Source: Animal Services Fund
Account: 225-2580-25120-522150

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| NA | NA |
| | |
| | |
| | |

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

DEPARTMENT HEAD: Terry K. Kebschull
Terry K. Kebschull, Animal Services Director

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager or their designee is authorized to sign the Fourth Amendment to the Professional Services Agreement for Relief Services, entered into by and between the City of El Paso ("City") and Kim Kane, DVM ("Contractor"), to increase the total compensation under the agreement from Ninety Thousand Dollars (\$90,000.00) to One Hundred Thirty Thousand Dollars (\$130,000.00) per twelve-month term. This amendment is in exchange for additional clinical services and surgeries required by the City's Animal Services Department.

APPROVED this ____ day of _____, 2025.

THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

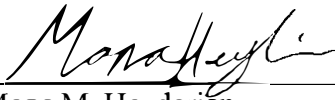
APPROVED AS TO CONTENT:

Laura D. Prine
City Clerk

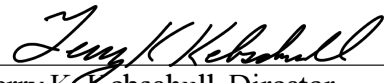
Claudia A. Garcia, Director of
Purchasing & Strategic Sourcing

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Mona M. Heydarian
Assistant City Attorney



Terry K. Kebschull, Director
Animal Services Department

STATE OF TEXAS

COUNTY OF EL PASO

**2019-1366 AMENDMENT TO PROFESSIONAL
SERVICES AGREEMENT (DVM)
FOR RELIEF SERVICES**

This Fourth Amendment to Professional Services Agreement (DVM) for Relief Services is entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **KIM KANE, DVM**, hereinafter referred to as "Contractor."

WHEREAS, on or about June 22, 2018, the City, on behalf of the Department of Animal Services ("Department"), entered into a Professional Services Agreement (DVM) for Relief Services ("Agreement") with Contractor, wherein Contractor was hired as a Veterinarian to provide and perform professional veterinary services for the City on an on-call/as-needed basis; and

WHEREAS, the City and Contractor amended the Agreement to adjust Contractor's compensation on numerous occasions including, most recently, on November 7, 2023; and

WHEREAS, the parties now desire to amend the Agreement to adjust Contractor's compensation.

NOW, THEREFORE, the parties mutually agree as follows:

1. Section 3. COMPENSATION AND METHOD OF PAYMENT of the Agreement is hereby amended as follows:

Upon the full execution of this Fourth Amendment, Contractor shall be paid as follows: Spay/Neuter = \$25.00. Special surgeries, to include abdominal crypts, late-term pregnancies, enucleations, leg amputations, etc. - \$50 per 30 minutes. (ex. 1-30 minutes \$50, 30-60 minutes \$100, etc.). Non-surgical time (rabies checks, etc.) - \$100/hour, as set forth in Attachment A, attached hereto and made part hereof. The City shall pay Contractor an amount not to exceed \$130,000.00 OVER EACH TWELVE MONTH PERIOD BEGINNING THE DATE OF EXECUTION OF THIS 2019-1366 AMENDMENT. Contractor shall provide services on an on-call/as needed basis, as determined by the Department of Animal Services, and on days agreed to by the parties.

Contractor shall submit an invoice to the City not more often than monthly, throughwritten invoices provided by the Department of Animal Services. The City shall pay the invoices as soon as reasonably possible, but not later than thirty (30) days from receipt, in accordance with State laws. Upon dispute, however, the City may upon notice to the Contractor, withhold payment to the Contractor for the amount in dispute only, until such time as the exact amount

of the disputed amount due the Contractor is determined. The total amount paid to Contractor shall not exceed Contractor's fee proposal, except by written amendment to this Agreement, executed by both parties.

The City will not provide Contractor with any fringe benefits. Contractor agrees that at no time will Contractor make a claim against the City for more than the rate provided under the terms of this Agreement.

2. Article II (COMPENSATION) of Attachment A (VETERINARIAN-RELIEF SERVICES) of the Agreement is hereby amended as follows:

In full consideration for the performance of Services hereunder, and for any rights granted or relinquished by the Veterinarian under this Agreement, City of El Paso shall pay the Veterinarian as follows: Cost Per Routine: Spay/Neuter = \$25.00. Special surgeries, to include abdominal crypts, late-term pregnancies, enucleations, leg amputations, etc - \$50 per 30 minutes. (ex. 1-30 minutes \$50, 30-60minutes \$100, etc.). Non-surgical time (rabies checks, etc.) -\$100/hour. Payment will be rendered within thirty (30) days after receipt of an invoice by the City of El Paso Office of the Comptroller with all supporting documentation. Veterinarian must deliver/mail invoices to the Department of Animal Services, attention Accounting Division, at 4501 Hondo Pass, El Paso, Texas 79904.

3. Except as amended herein, the terms and conditions of the Agreement, including Attachment A, remain the same.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have executed this Fourth Amendment to Professional Services Agreement (DVM) for Relief Services at El Paso, Texas this ____ day of _____2025.

CITY:

City of El Paso, Texas

Mary L. Wiggins,
Chief Human Resources Officer
Department of Human Resources

APPROVED AS TO FORM:



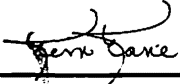
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry Kebschull
Director, Animal Services

CONTRACTOR:

 2/11/2025

Kim Kane, DVM

ATTACHMENT A

VETERINARIAN - RELIEF SERVICES

I. SCOPE OF WORK

Provide veterinary services for the City of El Paso Department of Animal Services on an on-call/as-need basis (relief services), in a manner determined by the needs of Animal Services and under the terms and conditions described herein. All services shall meet or exceed appropriate veterinarian standards of care and practices.

As directed by the Animal Services Director or his designee, the Veterinarian shall provide wellness exams, vaccinations, diagnoses, treatments for sick or injured animals currently being held at the Animal Services Shelter or in foster care.

The Veterinarian shall be available at times agreed by the parties to perform veterinarian services, which may include surgical spaying and neutering of dogs and cats unowned. A physical exam shall be performed on each surgical candidate prior to surgical spaying or neutering to determine the general good health of the animal and appropriateness of the surgery. The Veterinarian shall perform all surgical and related services required for spaying and neutering, including anesthetization services as necessary. There will be support available through veterinarian technicians and animal care attendants.

The Veterinarian shall maintain complete and accurate records of all services performed at the Department of Animal Service, in a format that is considered acceptable in the local practice of veterinary medicine. Additionally, the records must be sufficient to document performance of services hereunder, as may be required for the recordkeeping procedures of the City of El Paso Office of the Comptrollers. Staff will assist in the data management software.

II. COMPENSATION

In full consideration for the performance of Services hereunder, and for any rights granted or relinquished by the Veterinarian under this Agreement, City of El Paso shall pay the Veterinarian at the hourly rate of \$0.00 per hour. Payment will be rendered within thirty (30) days after receipt of an invoice by the City of El Paso Office of the Comptroller with all supporting documentation. Veterinarian must deliver/mail invoices to the Department of Animal Services, attention Accounts Receivable, at 5001 Fred Wilson, El Paso, Texas 79906.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-299, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Andres Sandoval to the Committee on Border Relations by Representative Alejandra Chávez, District 1.



Board Appointment Form

City Clerk's Office

| | |
|---|-------------------------------|
| Appointing Office | Alejandra Chávez, District 1 |
| Agenda Placement | Regular |
| Date of Council Meeting | 03/04/25 |
| Name of Board | Committee on Border Relations |
| Agenda Posting Language | |
| Appointment of Andres Sandoval to the Committee on Border Relations by Representative Alejandra Chávez, District 1. | |
| Appointment Type | Regular |
| Member Qualifications | |
| Mr. Sandoval is an Executive Vice President at CBRE where he serves industrial landlord and tenant representation clients in Northern Mexico, mainly in the Cd. Juarez and Chihuahua City markets. With more than 29 years of experience, he has represented clients with the full spectrum of brokerage services, including investment sales, build-to-suit projects and hundreds of leases and renewals. Mr. Sandoval started his real estate career at Best/White de Mexico where, under the mentorship of leading real estate pioneer John Best, he eventually became managing partner. To date, he has closed hundreds of transactions, including sales, leases, build-to-suit and investment sales. | |
| Nominee Name | Andres Sandoval |
| Nominee Email Address | |
| Nominee Residential Address | |
| Nominee Primary Phone Number | |
| Residing District | District 1 |
| City Employed Relatives | N/A |
| Board Membership | |
| N/A | |
| Real estate owned in El Paso County | |
| | |
| Previous Appointee | Linda Y. Rivas |
| Reason for Vacancy | Term Expired |
| Date of Appointment | 03/04/25 |
| Term Begins On | 06/01/24 |
| Term Expires On | 05/31/26 |
| Term | Unexpired Term |

Andres Sandoval

Executive Vice President, El Paso / Cd. Juarez

Contact



Professional Experience

Andrés Sandoval is an Executive Vice President at CBRE where he serves industrial landlord and tenant representation clients in Northern Mexico, mainly in the Cd. Juárez and Chihuahua City markets. With more than 29 years of experience, he has represented clients with the full spectrum of brokerage services, including investment sales, build-to-suit projects and hundreds of leases and renewals.

Mr. Sandoval's real estate business is truly relationship driven. He involves himself in the intimate details of every assignment to fully comprehend the unique needs of his clients in order to deliver optimal solutions. He also facilitates new relationships between potential landlords and tenants prior to any legal agreement, promoting the best fit between landlord and tenant in every deal. Placing the client first and serving as an effective intermediary for his clients has ensured his own success; he frequently receives repeat business. Mr. Sandoval started his real estate career in 1995 at Best/White de Mexico where, under the mentorship of leading real estate pioneer John Best, he eventually became managing partner. To date, he has closed hundreds of transactions, including sales, leases, build-to-suit and investment sales.

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Education

- University of Texas at El Paso, Bachelor of Science; Metallurgical Engineering
- Rensselaer Polytechnic Institute in Troy, New York, Master of Science; Materials Engineering
- Wharton School of the University of Pennsylvania, Executive Education
- Northwestern University Kellogg School of Management, Executive Education

Professional Affiliation / Accreditations

- El Paso Symphony Orchestra, Board Member

Significant Assignments

- Lexmark
Land Acquisition
100 Acres
- Visteon
Sale / Leaseback
680,000 SF
- Toro Industrial
Lease
436,000 SF
- Polaris
Industrial Build-to-Suit
426,000 SF

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- Zeledyne
Industrial Sale
252,000 SF
- Cooper Industries
Industrial Lease
212,000 SF
- Affinia
Industrial Lease
208,000 SF

Clients

- | | |
|---------------------|----------------|
| — Affinia | — Lear |
| — Brown Jordan | — Polaris |
| — Cooper Industries | — Plexus |
| — Eaton | — Transfreight |
| — EPIC | — Toro |
| — Hubbell | — Verde Realty |
| — Inteva | — Visteon |
| — Lexmark | — Zeledyne |

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El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-309, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Francie McIntosh to the City Accessibility Advisory Committee by Representative Alejandra Chávez, District 1.



Board Appointment Form

City Clerk's Office

| | |
|--|---------------------------------------|
| Appointing Office | Alejandra Chávez, District 1 |
| Agenda Placement | Regular |
| Date of Council Meeting | 03/04/25 |
| Name of Board | City Accessibility Advisory Committee |
| Agenda Posting Language | |
| Appointment of Francie McIntosh to the City Accessibility Advisory Committee by Representative Alejandra Chávez, District 1. | |
| Appointment Type | Regular |
| Member Qualifications | |
| Ms. McIntosh brings extensive experience in community service and advocacy, having served District 1 in various committee roles, including as Council President of EPISD, where she focused on improving the quality of education in El Paso and advocating for children. She has actively contributed to multiple projects in collaboration with El Paso Parks and Recreation and the Montoya Heights Neighborhood Association. More recently, her personal experiences navigating accessibility challenges within her own family have given her firsthand insight into the need for improved conditions and enhancements that will better serve El Pasoans requiring accessibility accommodations. | |
| Nominee Name | Francie McIntosh |
| Nominee Email Address | |
| Nominee Residential Address | |
| Nominee Primary Phone Number | |
| Residing District | District 1 |
| City Employed Relatives | N/A |
| Board Membership | |
| N/A | |
| Real estate owned in El Paso County | |
| | |
| Previous Appointee | Benjamin Cohen |
| Reason for Vacancy | Removed |
| Date of Appointment | 03/04/25 |
| Term Begins On | 03/17/24 |
| Term Expires On | 02/16/26 |
| Term | Unexpired Term |

As a native El Pasoan, I, Francie McIntosh, am honored to be asked by City Representative Alejandra Chavez, to serve on our city's Accessibility Advisory Committee.

Local business owner for 48 years.

Mother of two, grandmother of four, all residents of the Borderland.

Resident and property owner of District 1 for 47 years.

Volunteered with numerous organizations including Girl Scouts of the Desert Southwest.

Served as Zach White Elementary School PTA President. I was proud to be a part of developing an educational week long learning experience called Incredible Journey. This program gave the third and fifth grade students an opportunity to learn about the history of this beautiful and unique community we call home.

E.P.I.S.D. Council President serving on various committees of El Paso Independent School District dealing with the quality of education in El Paso all the while advocating for the children.

Throughout my 30 years as a member of The Junior League of El Paso there have been many opportunities to serve on projects concerning quality of life issues in our community. Some of my favorites were, Los Muralos, developing a brochure and presentation for high school students on the beautiful murals in our community and the artists who created them. Another favorite was Learning Trolley where we took first graders from low income areas on field trips to visit some of El Paso's famous destinations giving them the opportunity to expand their horizons.

In recent years, as an El Paso County Master Gardener and active member and President of El Dedon Verde Garden Club, I have had the opportunity to work to improve conditions of our treasured El Paso Municipal Rose Garden. This led to an opportunity to be involved in a project collaborating with the City of El Paso Parks and Recreation and the Montoya Heights Neighborhood Association to establish and improve El Paso's first and only Butterfly Garden. The Montoya Heights Butterfly Garden offers an outdoor educational opportunity for the residents of that community and nearby schools.

The past few years our family has been faced with medical diagnoses that have put us in situations dealing with accessibility issues we never imagined we would be in. Through this we have become aware of the need for improvement in the conditions that face many El Paso citizens daily. There is definitely room for improvement.

Always concerned with the quality of life of all our citizens.
Sincerely,

Francie McIntosh

[REDACTED]



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-313, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Laura L. Sanchez to the Animal Shelter Advisory Committee by Representative Alejandra Chávez, District 1.



Board Appointment Form

City Clerk's Office

| | |
|---|-----------------------------------|
| Appointing Office | Alejandra Chávez, District 1 |
| Agenda Placement | Regular |
| Date of Council Meeting | 03/04/25 |
| Name of Board | Animal Shelter Advisory Committee |
| Agenda Posting Language | |
| Appointment of Laura L. Sanchez to the Animal Shelter Advisory Committee by Representative Alejandra Chávez, District 1. | |
| Appointment Type | Regular |
| Member Qualifications | |
| <p>Ms. Sanchez is deeply passionate about animal welfare and dedicated to community service, where she can contribute her time, skills, and experience to support the mission of providing care and advocacy for animals in need. With 12 years of experience working and volunteering in various animal shelters, organizations, and alongside independent rescuers in both El Paso and Cd. Juarez, Chih., MX, she has been a strong advocate for homeless pets. Her efforts have focused on community education regarding responsible pet ownership, population control, and policy development to advance animal welfare. Ms. Sanchez has actively participated in community outreach initiatives, working to enhance shelter programs, improve adoption efforts, and promote responsible pet ownership. Her experience and dedication make her a valuable asset in advancing initiatives that improve the well-being of animals and strengthen community involvement in their care.</p> | |
| Nominee Name | Laura L. Sanchez |
| Nominee Email Address | |
| Nominee Residential Address | |
| Nominee Primary Phone Number | |
| Residing District | District 1 |
| City Employed Relatives | N/A |
| Board Membership | |
| N/A | |
| Real estate owned in El Paso County | |
| | |
| Previous Appointee | Ileene Mendoza |
| Reason for Vacancy | Removed |
| Date of Appointment | 03/04/25 |
| Term Begins On | 06/26/23 |
| Term Expires On | 06/28/27 |
| Term | Unexpired Term |

February 25, 2025

Laura L. Sanchez

[REDACTED]
[REDACTED]

Subject: Expression of Interest in Serving on the Animal Shelter Advisory Committee

Dear El Paso City Council:

I am writing to express my sincere interest in serving on the Animal Shelter Advisory Committee. As someone who is deeply enthusiastic about animal welfare and community service, I am eager to contribute my time, skills, and experience to support the shelter's mission of providing care and advocacy for animals in need.

For the last 12 years I have worked and volunteered with different animal shelters and organizations along with independent rescuers in El Paso and Cd. Juarez, Chih. MX, advocating for homeless pets and helping educate the community on responsible pet ownership and controlling the pet population. My passion for animals is true for all animals alike. The largest project I have undertaken was in 2023 advocating in the US and internationally for the rescue of "Benito" the giraffe, an abused giraffe in a dire situation across the border. Working with international organizations and the media, collectively we succeeded in gaining a large enough voice and presence locally and internationally that the powers that held Benito in captivity allowed for his release to an appropriate place with the resources and infrastructure to care for him properly.

Community outreach and policy development for animal welfare is my main interest and I believe my skills in both these areas would be valuable in helping the committee achieve its goals. I am eager to collaborate with other members to enhance shelter programs, improve adoption efforts and promote responsible pet ownership in the El Paso community.

I would welcome the opportunity to discuss how my experience and enthusiasm can benefit the committee. Thank you for your time and consideration and I look forward to the possibility of serving in this very meaningful role.

Sincerely,

Laura L. Sanchez

Laura L. Sanchez



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-258, Version: 3

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Tax Office, Maria O. Pasillas, (915) 212-0106

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A)

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD:


Maia O. Pasillas

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

TAX REFUNDS OVER \$2,500
March 4, 2025

1. Ocotillo Management, LLC, in the amount of \$10,991.31, made an overpayment on January 31, 2025 of 2024 taxes.
(Geo.# E014-999-1000-0100)
2. Priscilla Pereira, in the amount of \$3,583.77, made an overpayment on January 29, 2025, of 2024 taxes.
(Geo.# V893-999-5710-5300)
3. American Multi-Cinema Inc., in the amount of \$3,816.07, made an overpayment on January 28, 2025 of 2024 taxes.
(Geo.# 16PP-999-0401-8042)
4. American Multi-Cinema Inc., in the amount of \$8,159.15, made an overpayment on January 28, 2025 of 2024 taxes.
(Geo.# 2000-999-1909-0034)
5. Robert Urrea, in the amount of \$7,570.22, made an overpayment on December 26, 2023 of 2023 taxes.
(Geo.# 2003-999-3976-0034)
6. Edmundo Rodriguez, in the amount of \$3,758.79, made an overpayment on January 24, 2025 of 2024 taxes.
(Geo.# C776-999-0000-0300)
7. Adriana Renteria, in the amount of \$3,000.00, made an overpayment on January 29, 2025 of 2024 taxes.
(Geo.# R576-999-0100-3000)
8. Adela Lozano, in the amount of \$2,957.21, made an overpayment on January 30, 2025 of 2024 taxes.
(Geo.# V893-999-1080-4100)
9. Cabrales Ruben & Angelica O, in the amount of \$3,861.44, made an overpayment on January 28, 2025 of 2024 taxes.
(Geo.# X239-000-000A-0010)
10. Jacob A. Cope, in the amount of \$22,357.12, made an overpayment on January 29, 2025 of 2024 taxes.
(Geo.# Y855-999-0020-0400)
11. Valenzuela Raul, in the amount of \$12,114.26, made an overpayment on January 31, 2025 of 2024 taxes.
(Geo.# P327-999-0060-2100)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

CITY TAX OFFICE

FEB 10 2025

OCOTILLO MANAGEMENT, LLC
421 FREDERICK RD
EL PASO, TX 79905-1808

OP
+2500

| | |
|--|------------------|
| Geo No. E014-999-1000-0100 | Prop ID 88260 |
| Legal Description of the Property 100 EAST EL PASO 75 FT OF 1 TO 5 & 75 FT OF S 15 FT OF 6 BEG 58 FT W OF SEC (10500 SQ FT) | |
| 3125 PERSHING DR 79903 | |
| OWNER: HZ VENTURES LLC | |

2024 OVERAGE AMOUNT \$10,991.31

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

| | | | | |
|--|---|--|--|--|
| Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund. | Who should the refund be issued to: | | | |
| | Name: <u>Ocotillo Management</u> | | | |
| | Address: <u>421 Frederick Rd</u> | | | |
| | City, State, Zip: <u>El Paso, TX 79905</u> | | | |
| Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. | Daytime Phone No.: <u>915-490-8818</u> | | E-Mail Address: <u>accounting@ocosw.com</u> | |
| | Payment made by: <u>Check</u> Check No. <u>01772</u> Date Paid <u>01/31/2025</u> Amount Paid <u>\$184,435.05</u> | | | |
| | TOTAL AMOUNT PAID (sum of the above amounts) | | | |
| | | | | |
| Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. | Please check one of the following: | | | |
| | <input type="checkbox"/> I paid this account in error and I am entitled to the refund. | | | |
| | <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. | | | |
| | <input type="checkbox"/> I want this payment applied to next year's taxes. | | | |
| Step 4. Sign the form. Unsigned applications cannot be processed. | This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below): | | | |
| | | | | |
| | By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) | | | |
| | SIGNATURE OF REQUESTOR (REQUIRED) <u>[Signature]</u> | | PRINTED NAME & DATE <u>Abril Lechuga 2/5/2025</u> | |
| TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>NLS</u> Date: <u>2-10-25</u> | | | | |

**CITY TAX OFFICE****FEB 10 2025**

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

Geo No.
V893-999-5710-5300

Prop ID
164033

Legal Description of the Property

571 VISTA DEL SOL #151 LOT 53 (7224.85
SQ FT)

1168 MORGAN MARIE ST 79936

OWNER: PEREIRA PRISCILLA

PRISCILLA PEREIRA
1168 MORGAN MARIE ST
EL PASO, TX 79936

OP
+2500

2024 OVERAGE AMOUNT \$3,583.77

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER, 9: SOCORRO ISD

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

| | | | | |
|--|---|---------------------------------|---|---------------|
| Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund. | Who should the refund be issued to: | | | |
| | Name: Priscilla Pereira | | | |
| | Address: 1168 Morgan Marie St. | | | |
| | City, State, Zip: El Paso TX 79936 | | | |
| | Daytime Phone No.: (915) 309-4607 | | E-Mail Address: pereira.priscilla@gmail.com | |
| Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. | Payment made by: | | Check No. | Date Paid |
| | Credit Card Payment | | CC006783993 | 01/29/2025 |
| | | | | Amount Paid |
| | | | | \$3,583.77 |
| | TOTAL AMOUNT PAID (sum of the above amounts) | | | |
| Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. | Please check one of the following: | | | |
| | <input type="checkbox"/> I paid this account in error and I am entitled to the refund. | | | |
| | <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. | | | |
| | <input type="checkbox"/> I want this payment applied to next year's taxes. | | | |
| | <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below): | | | |
| Step 4. Sign the form. Unsigned applications cannot be processed. | By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) | | | |
| | SIGNATURE OF REQUESTOR (REQUIRED) | | PRINTED NAME & DATE | |
| | Priscilla Pereira | | Priscilla Pereira 2/10/25 | |
| TAX OFFICE USE ONLY: | <input checked="" type="checkbox"/> Approved | <input type="checkbox"/> Denied | By: N.H. | Date: 2-10-25 |



TAX OFFICE
RECEIVED

FEB 10 2025

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

AMERICAN MULTI-CINEMA INC
ATTN: TAX DEPARTMENT #07580
11500 ASH ST
LEAWOOD, KS 66211-7804

OP
+2500

| | |
|--|-------------------|
| Geo No. 16PP-999-0401-8042 | Prop ID 663520 |
| Legal Description of the Property INV FURN MACH CMP SIGN 8300 E GATEWAY BLVD-200 | |
| OWNER: AMERICAN MULTI-CINEMA INC | |

2024 OVERAGE AMOUNT \$3,816.07

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

| Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund. | Who should the refund be issued to: Name: American Multi - Cinema, Inc. Address: 11500 Ash St. City, State, Zip: Leawood, KS 66211 Daytime Phone No.: (913) 213-2527 E-Mail Address: kkatzer@amctheatres.com | | | | | | | | | | | | | | | |
|--|---|------------|-------------|--|------------------|-----------|-----------|-------------|---------------|----------|------------|------------|---|--|--|--|
| Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. | <table border="1"><thead><tr><th>Payment made by:</th><th>Check No.</th><th>Date Paid</th><th>Amount Paid</th></tr></thead><tbody><tr><td>Check Payment</td><td>84896209</td><td>01/28/2025</td><td>\$9,514.76</td></tr><tr><td colspan="4">TOTAL AMOUNT PAID (sum of the above amounts)</td></tr></tbody></table> | | | | Payment made by: | Check No. | Date Paid | Amount Paid | Check Payment | 84896209 | 01/28/2025 | \$9,514.76 | TOTAL AMOUNT PAID (sum of the above amounts) | | | |
| Payment made by: | Check No. | Date Paid | Amount Paid | | | | | | | | | | | | | |
| Check Payment | 84896209 | 01/28/2025 | \$9,514.76 | | | | | | | | | | | | | |
| TOTAL AMOUNT PAID (sum of the above amounts) | | | | | | | | | | | | | | | | |
| Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. | Please check one of the following: <input type="checkbox"/> I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input type="checkbox"/> I want this payment applied to next year's taxes. This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below): | | | | | | | | | | | | | | | |
| Step 4. Sign the form. Unsigned applications cannot be processed. | By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) SIGNATURE OF REQUESTOR (REQUIRED): <u>Kristen Katzer</u> PRINTED NAME & DATE: <u>Kristen Katzer 2/10/25</u> | | | | | | | | | | | | | | | |
| TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N/K</u> Date: <u>2-10-25</u> | | | | | | | | | | | | | | | | |

TAX OFFICE
RECEIVED

FEB 10 2025



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

AMERICAN MULTI-CINEMA INC
C/O TAX DEPT. #44820
11500 ASH ST
LEAWOOD, KS 66211-7804

| | |
|--|-------------------|
| Geo No. 2000-999-1909-0034 | Prop ID 501639 |
| Legal Description of the Property INV CMP MACH SIGN FURN 9840 N GATEWAY BLVD OWNER: AMERICAN MULTI-CINEMA INC | |

2024 OVERAGE AMOUNT \$8,159.15

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

| | | | | | |
|--|---|--|--|------------|-------------|
| Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund. | Who should the refund be issued to: | | | | |
| | Name: American Multi-Cinema, Inc. | | | | |
| | Address: 11500 Ash St. | | | | |
| | City, State, Zip: Leawood, KS 66211 | | | | |
| Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. | Daytime Phone No.: (913) 213-2527 | | E-Mail Address: Kkatz@umctheatres.com | | |
| | Payment made by: Check No. Date Paid Amount Paid | | | | |
| | Check Payment | | 84896210 | 01/28/2025 | \$28,676.88 |
| | TOTAL AMOUNT PAID (sum of the above amounts) | | | | |
| Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. | Please check one of the following: | | | | |
| | <input type="checkbox"/> I paid this account in error and I am entitled to the refund. | | | | |
| | <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. | | | | |
| | <input type="checkbox"/> I want this payment applied to next year's taxes. | | | | |
| Step 4. Sign the form. Unsigned applications cannot be processed. | This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below): | | | | |
| | | | | | |
| | By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) | | | | |
| | SIGNATURE OF REQUESTOR (REQUIRED) | | PRINTED NAME & DATE Kristen Katzer 2/10/25 | | |
| TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N/A Date: 2-10-25 | | | | | |



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

CITY TAX OFFICE

FEB 10 2025

ROBERT URREA
6211 EDMERE BLVD
EL PASO, TX 79925

OP
+2500

Geo No.
2003-999-3976-0034

Prop ID
510577

Legal Description of the Property

CMP FURN MACH SIGN

6211 EDMERE BLVD

OWNER: BACK & NECK INSTITUTE

2023 OVERAGE AMOUNT \$7,570.22

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

| Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund. | Who should the refund be issued to: | | | | | | | | | | | | | | | |
|--|---|------------|--|--|------------------|-----------|-----------|-------------|------------------|-------------|------------|------------|---|--|--|--|
| | Name: Robert E Urrera | | | | | | | | | | | | | | | |
| | Address: 6211 EdmERE | | | | | | | | | | | | | | | |
| | City, State, Zip: EL PASO, TX 79925 | | | | | | | | | | | | | | | |
| | Daytime Phone No.: 915-491-1188 | | E-Mail Address: drurrea@thebackandneck.com | | | | | | | | | | | | | |
| Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. | <table border="1"><thead><tr><th>Payment made by:</th><th>Check No.</th><th>Date Paid</th><th>Amount Paid</th></tr></thead><tbody><tr><td>Electronic Check</td><td>CC005611327</td><td>12/26/2023</td><td>\$7,570.22</td></tr><tr><td colspan="4">TOTAL AMOUNT PAID (sum of the above amounts)</td></tr></tbody></table> | | | | Payment made by: | Check No. | Date Paid | Amount Paid | Electronic Check | CC005611327 | 12/26/2023 | \$7,570.22 | TOTAL AMOUNT PAID (sum of the above amounts) | | | |
| Payment made by: | Check No. | Date Paid | Amount Paid | | | | | | | | | | | | | |
| Electronic Check | CC005611327 | 12/26/2023 | \$7,570.22 | | | | | | | | | | | | | |
| TOTAL AMOUNT PAID (sum of the above amounts) | | | | | | | | | | | | | | | | |
| Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. | Please check one of the following: | | | | | | | | | | | | | | | |
| | <input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund. | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> I want this payment applied to next year's taxes. | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below): | | | | | | | | | | | | | | | |
| Step 4. Sign the form. Unsigned applications cannot be processed. | By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) | | | | | | | | | | | | | | | |
| | SIGNATURE OF REQUESTOR (REQUIRED) Robert E Urrera | | PRINTED NAME & DATE 2/6/25 | | | | | | | | | | | | | |
| TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 2-10-25 | | | | | | | | | | | | | | | | |



TAX OFFICE
RECEIVED

JAN 31 2025

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

EDMUNDO RODRIGUEZ
2928 CYPRESS
EL PASO, TX 79905

OP
+2500

| | |
|---|------------------|
| Geo No. C776-999-0000-0300 | Prop ID 38273 |
| Legal Description of the Property CORBIN REPLAT LOT 3 105 ANITA CIR 79905 OWNER: RODRIGUEZ EDMUNDO | |

2024 OVERAGE AMOUNT \$3,758.79

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

| | | | | |
|--|---|--|---------------------------|------------|
| Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund. | Who should the refund be issued to: | | | |
| | Name: EDMUNDO RODRIGUEZ | | | |
| | Address: 2928 CYPRESS | | | |
| | City, State, Zip: EL PASO, TX 79905 | | | |
| | Daytime Phone No.: | | E-Mail Address: | |
| Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. | Payment made by: | | Check No. | Date Paid |
| | Credit Card Payment | | CC006707899 | 01/24/2025 |
| | CHECK (TRANS) 206707986 | | 1/24/25 | 3,758.79 |
| | TOTAL AMOUNT PAID (sum of the above amounts) | | | |
| Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. | Please check one of the following: | | | |
| | <input type="checkbox"/> I paid this account in error and I am entitled to the refund. | | | |
| | <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. | | | |
| | <input type="checkbox"/> I want this payment applied to next year's taxes. | | | |
| | <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below): | | | |
| Step 4. Sign the form. Unsigned application cannot be processed. | By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) | | | |
| | SIGNATURE OF REQUESTOR (REQUIRED) | | PRINTED NAME & DATE | |
| | [Signature] | | EDMUNDO RODRIGUEZ 1/29/25 | |
| TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 2-11-25 | | | | |

TAX OFFICE
RECEIVED

FEB 14 2025

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

OP
+2500

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

| | | | | | |
|--|--------------------|--|--|--|-----------------------------|
| Refund To: Adriana Renteria ✓ | | Phone: HOME: 915 525-2009 WORK: | | Property ID# (One application per account) 335077 | |
| Address (mail refund to :) 609 esmeralda Armendariz El Paso Tx 79 ✓ | | Property Address: And/or Legal Description: 609 Esmeralda Armendariz, El Paso Tx 79932 | | | |
| Tax year requested: | Date payment made: | Check No. & Date, if known: | | Amount of taxes paid: | Amount of refund requested: |
| 1. 2024 | 01/29/2025 | | | 7,112.38 | 3,000 |
| 2. | | | | | |
| 3. | | | | 4 112.38 | |
| TOTAL AMOUNT (sum of the above amounts) | | | | 7,112.38 | 3,000 |

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

I sent it twice by mistake

"I certify that information given to obtain this refund is true and correct."

Adriana Renteria

Date: 02/14/2025

Requestor signature:

Adriana Renteria

Printed name:

Title:

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.

(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

(✓) REFUND APPROVED

Tax Office Approval:

N.N.

Date:

2-14-25

Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
- () Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other:

TAX OFFICE
RECEIVED

FEB 14 2025



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

ADELA LOZANO
2305 FRANK BEARD DR
EL PASO, TX 79935

OP
+2500

| | |
|--|-------------------|
| Geo No. V893-999-1080-4100 | Prop ID 100331 |
| Legal Description of the Property 108 VISTA DEL SOL #18 LOT 21 2305 FRANK BEARD DR 79935 | |
| OWNER: LOZANO ADELA & LOPEZ JORGE M SR | |

2024 OVERAGE AMOUNT \$2,957.21

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

| | | | | | |
|--|---|--|--------------------------------------|---------------------|-------------|
| Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund. | Who should the refund be issued to: | | | | |
| | Name: ADELA LOZANO | | | | |
| | Address: 2305 Frank Beard Dr | | | | |
| | City, State, Zip: El Paso Tx 79912 | | | | |
| | Daytime Phone No.: 915-633-4272 | | E-Mail Address: aican20013@gmail.com | | |
| Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. | Payment made by: | | Check No. | Date Paid | Amount Paid |
| | Electronic Check | | CC006807945 | 01/30/2025 | \$2,957.21 |
| | | | | | |
| | TOTAL AMOUNT PAID (sum of the above amounts) | | | | |
| Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. | Please check one of the following: | | | | |
| | <input type="checkbox"/> I paid this account in error and I am entitled to the refund. | | | | |
| | <input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. | | | | |
| | <input type="checkbox"/> I want this payment applied to next year's taxes. | | | | |
| | <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below): | | | | |
| Step 4. Sign the form. Unsigned applications cannot be processed. | By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) | | | | |
| | SIGNATURE OF REQUESTOR (REQUIRED) | | | PRINTED NAME & DATE | |
| | ADELA LOZANO | | | ADELA LOZANO | |
| TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.N. Date: 2-14-25 | | | | | |

OP
+2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

CITY TAX OFFICE

FEB 07 2025

M

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

| | | | | | |
|---|--------------------|--|--|--|-----------------------------|
| Refund To: CABRALEZ RUBEN & ANGELICA O ✓ | | Phone: HOME: 915-539-4998 WORK: _____ | | Property ID# (One application per account) 254103 | |
| Address (mail refund to :) 4512 LOMA LINDA CIR ✓ | | Property Address: And/or Legal Description: 849 TALBOT AVE | | | |
| Tax year requested: | Date payment made: | Check No. & Date, if known: | | Amount of taxes paid: | Amount of refund requested: |
| 1. 2024 | 01/28/2025 | CC0067 01/28/2025 | | \$3,861.44 | \$3,861.44 |
| 2. | | | | | |
| 3. | | | | | |
| TOTAL AMOUNT (sum of the above amounts) | | | | | |

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT: ACCOUNT WAS OVERPAID ONLINE

"I certify that information given to obtain this refund is true and correct."

Requestor signature: Ruben Cabrales Date: 02/07/2025

Printed name: RUBEN CABRALES Title: _____

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after
the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry: (☒) REFUND APPROVED

Tax Office Approval: N.H. Date: 2-10-25

Date: _____

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
- () Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other: _____

E.M.
2/19/25

TAX OFFICE
RECEIVED

FEB 10 2025

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

JACOB A. COPE
9230 BILLY THE KID STREET
EL PASO, TX 79907

OP
+2500

| | |
|--|------------------|
| Geo No. Y855-999-0020-0400 | Prop ID 83439 |
| Legal Description of the Property YSLETA INDUSTRIAL DIST #2 2 TO 4 & WLY PT OF 5 (110.53' ON ST - 293.83' ON ELY - 124.38' ON SLY - 306.18' ON WLY) | |
| 9230 BILLY THE KID ST 79907 | |
| OWNER: SUN CITY RECORDS MANAGEMENT INC | |

2024 OVERAGE AMOUNT \$22,357.12

1. CITY OF EL PASO, 5. YSLETA ISD, 6. COUNTY OF EL PASO, 7. EL PASO COMMUNITY COLLEGE, 8. UNIVERSITY MEDICAL CENTER

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

| | | | | |
|---|---|--|---|--|
| Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund. | Who should the refund be issued to: | | | |
| | Name: <u>Tyler S. Cope</u> Address: <u>9230 Billy the Kid</u> City, State, Zip: <u>El Paso, TX 79907</u> Daytime Phone No.: <u>915 920 7526</u> E-Mail Address: | | | |
| Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. | Payment made by: _____ Check No. _____ Date Paid _____ Amount Paid _____ | | | |
| | Credit Card Payment <input checked="" type="checkbox"/> <u>4147 2026 7847 9385</u> CC006790850 01/29/2025 \$22,357.12 | | | |
| TOTAL AMOUNT PAID (sum of the above amounts) | | | | |
| Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. | Please check one of the following: | | | |
| | <input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund. | | | |
| | <input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. | | | |
| | <input type="checkbox"/> I want this payment applied to next year's taxes. | | | |
| <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below): | | | | |
| Step 4. Sign the form. Unsigned applications cannot be processed. | By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) | | | |
| | SIGNATURE OF REQUESTOR (REQUIRED) <u>[Signature]</u> | | PRINTED NAME & DATE <u>Tyler S. Cope 2/10/2025</u> | |
| TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H</u> Date: <u>2-11-25</u> | | | | |

TAX OFFICE
RECEIVED

FEB 10 2025

THE CITY OF EL PASO
CONSOLIDATED TAX OFFICE
221 N. Kansas, Suite 300
El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

| | | | | |
|--|--------------------|---|--|-----------------------------|
| Refund To: VALENZUELA RAUL | | Phone: HOME: 915-833-5535 WORK: | Property ID# (One application per account) 218381 | |
| Address (mail refund to :) 6389 CALLE PLACIDO DR (12) | | Property Address: And/or Legal Description: | | |
| Tax year requested: | Date payment made: | Check No. & Date, if known: | Amount of taxes paid: | Amount of refund requested: |
| 1. 2024 | 1/31/2025 | | \$12,114.26 | |
| 2. | | | | |
| 3. | | | | |
| TOTAL AMOUNT (sum of the above amounts) | | | | |

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check OR
bank statement showing item cleared (both the bank & taxpayer must appear)

REASON FOR OVERPAYMENT:

Please refund overpayment \$12,114.26 to above address

C/C ✓

"I certify that information given to obtain this refund is true and correct."

Requestor signature:

Date: 2-9-2025

Printed name:

Title:

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after
the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

(✓) REFUND APPROVED

Tax Office Approval:

N.H.

Date: 2-10-25

Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
() Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
() Record of overpayment not found on this property.
() Property not found as identified, resubmit after correction.
() Other:


ATTACHMENT A

TAX REFUNDS OVER \$2,500

March 4, 2025

1. Ocotillo Management, LLC, in the amount of \$10,991.31, made an overpayment on January 31, 2025 of 2024 taxes.
(Geo.# E014-999-1000-0100)
2. Priscilla Pereira, in the amount of \$3,583.77, made an overpayment on January 29, 2025, of 2024 taxes.
(Geo.# V893-999-5710-5300)
3. American Multi-Cinema Inc., in the amount of \$3,816.07, made an overpayment on January 28, 2025 of 2024 taxes.
(Geo.# 16PP-999-0401-8042)
4. American Multi-Cinema Inc., in the amount of \$8,159.15, made an overpayment on January 28, 2025 of 2024 taxes.
(Geo.# 2000-999-1909-0034)
5. Robert Urrea, in the amount of \$7,570.22, made an overpayment on December 26, 2023 of 2023 taxes.
(Geo.# 2003-999-3976-0034)
6. Edmundo Rodriguez, in the amount of \$3,758.79, made an overpayment on January 24, 2025 of 2024 taxes.
(Geo.# C776-999-0000-0300)
7. Adriana Renteria, in the amount of \$3,000.00, made an overpayment on January 29, 2025 of 2024 taxes.
(Geo.# R576-999-0100-3000)
8. Adela Lozano, in the amount of \$2,957.21, made an overpayment on January 30, 2025 of 2024 taxes.
(Geo.# V893-999-1080-4100)
9. Cabrales Ruben & Angelica O, in the amount of \$3,861.44, made an overpayment on January 28, 2025 of 2024 taxes.
(Geo.# X239-000-000A-0010)
10. Jacob A. Cope, in the amount of \$22,357.12, made an overpayment on January 29, 2025 of 2024 taxes.
(Geo.# Y855-999-0020-0400)
11. Valenzuela Raul, in the amount of \$12,114.26, made an overpayment on January 31, 2025 of 2024 taxes.
(Geo.# P327-999-0060-2100)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



Legislation Text

File #: 25-308, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 4

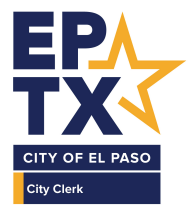
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to authorize the expenditure of District 4 discretionary funds, in an amount not to exceed \$5,500.00, for the purchase and installation of a park bench at Joey Barraza and Vino Memorial Park to honor the memory of Cody L. Vaughn, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso by improving the park and fostering community pride and encouraging civic engagement.

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



DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME

PHONE NUMBER:

2nd CONTACT PERSON

PHONE NUMBER:

3rd CONTACT PERSON

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

COMMUNITY AND STAKEHOLDER OUTREACH:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) | DATE |
|------|-------------|------|
| | | |
| | | |
| | | |
| | | |

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council declares that the expenditure of District 4 discretionary funds, in an amount not to exceed \$5,500.00, for the purchase and installation of a park bench at Joey Barraza and Vino Memorial Park to honor the memory of Cody L. Vaughn, a renowned animal rescuer in the community, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso by improving the park and fostering community pride and encouraging civic engagement; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this ____ day of _____ 2025.

THE CITY OF EL PASO:

ATTEST:

Renard U. Johnson, Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Jesus A. Quintanilla
Jesus A. Quintanilla
Assistant City Attorney



Legislation Text

File #: 25-310, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 1

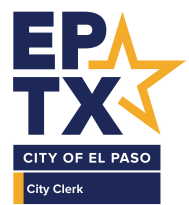
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to authorize the expenditure of District 1 discretionary funds, in an amount not to exceed \$10,000 for the installation of two (2) Solar Streetlights, unit cost \$5,000 each for a total cost of \$10,000, to improve visibility for park users at Westgreen Park, serves the municipal purpose of enhancing and sustaining the community's safety and quality of life within the City.

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



DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME

PHONE NUMBER:

2nd CONTACT PERSON

PHONE NUMBER:

3rd CONTACT PERSON

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

COMMUNITY AND STAKEHOLDER OUTREACH:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) | DATE |
|------|-------------|------|
| | | |
| | | |
| | | |
| | | |

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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

RESOLUTION

WHEREAS, on February 4, 2025 the City Council passed a resolution that repealed previously authorized District 1 discretionary fund expenditure in the amount not to exceed \$25,000.00; and

WHEREAS, the City Council returned the \$25,000.00 to the District 1 Discretionary Account; and

WHEREAS, the City Council authorized the return of the previously authorized District 1 Discretionary Account transfer of \$52,165.87 from the General Fund back to the District 1 Discretionary Account; and

WHEREAS, the Representative of District 1 desires to reinvest returned discretionary funds into strategic improvements that enhance safety and quality of life within the District, ensuring responsible stewardship of resources while directly benefiting the community.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That City Council declares the expenditure of District 1 discretionary funds, in an amount not to exceed \$10,000 for the installation of two (2) Solar Streetlights, unit cost \$5,000 each for a total cost of \$10,000, to improve visibility for park users at Westgreen Park, serves the municipal purpose of enhancing and sustaining the community's safety and quality of life within the City; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this the _____ day of _____ 2025.

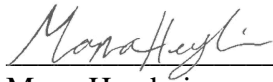
THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read 'Mona Heydarian', is written over a horizontal line.

Mona Heydarian
Assistant City Attorney



Legislation Text

File #: 25-311, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 1

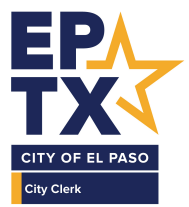
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to authorize the expenditure of District 1 discretionary funds, in an amount not to exceed \$24,000 for the installation of two (2) Solar Streetlights, unit cost \$5,000 each for a total cost of \$10,000, to improve visibility at the intersection of Upper Valley and Gomez Road, and two (2) Solar Speed Feedback Signs, unit cost of \$7,000 each for a total cost of \$14,000, in opposing directions at the intersection of Upper Valley and Gomez Road, serves the municipal purpose of enhancing and sustaining the community's safety and quality of life within the City.

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



DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME

PHONE NUMBER:

2nd CONTACT PERSON

PHONE NUMBER:

3rd CONTACT PERSON

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

COMMUNITY AND STAKEHOLDER OUTREACH:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) | DATE |
|------|-------------|------|
| | | |
| | | |
| | | |
| | | |

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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

RESOLUTION

WHEREAS, on February 4, 2025 the City Council passed a resolution that repealed previously authorized District 1 discretionary fund expenditure in the amount not to exceed \$25,000.00; and

WHEREAS, the City Council returned the \$25,000.00 to the District 1 Discretionary Account; and

WHEREAS, the City Council authorized the return of the previously authorized District 1 Discretionary Account transfer of \$52,165.87 from the General Fund back to the District 1 Discretionary Account; and

WHEREAS, the Representative of District 1 desires to reinvest returned discretionary funds into strategic improvements that enhance safety and quality of life within the District, ensuring responsible stewardship of resources while directly benefiting the community.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That City Council declares the expenditure of District 1 discretionary funds, in an amount not to exceed \$24,000 for the installation of two (2) Solar Streetlights, unit cost \$5,000 each for a total cost of \$10,000, to improve visibility at the intersection of Upper Valley and Gomez Road, and two (2) Solar Speed Feedback Signs, unit cost of \$7,000 each for a total cost of \$14,000, in opposing directions at the intersection of Upper Valley and Gomez Road, serves the municipal purpose of enhancing and sustaining the community's safety and quality of life within the City; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this the _____ day of _____ 2025.

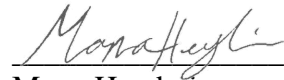
THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona Heydarian
Assistant City Attorney



Legislation Text

File #: 25-312, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

District 1

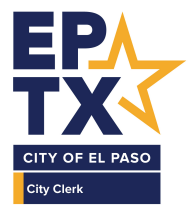
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to authorize the expenditure of District 1 discretionary funds, in an amount not to exceed \$14,000, for the installation of two (2) Solar Speed Feedback Signs unit cost of \$7,000.00 each for a total cost of \$14,000.00, in opposing directions on High Ridge Drive, serves the municipal purpose of enhancing and sustaining the community's safety and quality of life within the City.

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



DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME

PHONE NUMBER:

2nd CONTACT PERSON

PHONE NUMBER:

3rd CONTACT PERSON

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

COMMUNITY AND STAKEHOLDER OUTREACH:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) | DATE |
|------|-------------|------|
| | | |
| | | |
| | | |
| | | |

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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

RESOLUTION

WHEREAS, on February 4, 2025 the City Council passed a resolution that repealed previously authorized District 1 discretionary fund expenditure in the amount not to exceed \$25,000.00; and

WHEREAS, the City Council returned the \$25,000.00 to the District 1 Discretionary Account; and

WHEREAS, the City Council authorized the return of the previously authorized District 1 Discretionary Account transfer of \$52,165.87 from the General Fund back to the District 1 Discretionary Account; and

WHEREAS, the Representative of District 1 desires to reinvest returned discretionary funds into strategic improvements that enhance safety and quality of life within the District, ensuring responsible stewardship of resources while directly benefiting the community.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT City Council declares the expenditure of District 1 discretionary funds, in an amount not to exceed \$14,000.00 for the installation of two (2) Solar Speed Feedback Signs, unit cost of \$7,000.00 each for a total cost of \$14,000.00, in opposing directions on High Ridge Drive, serves the municipal purpose of enhancing and sustaining the community's safety and quality of life within the City.

THAT the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this the _____ day of _____ 2025.

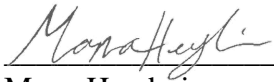
THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Mona Heydarian", is written over a horizontal line.

Mona Heydarian
Assistant City Attorney



Legislation Text

File #: 25-282, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Information Technology, Carolyn Patrick, (915) 212-1408

Information Technology, Ernesto Arriola, (915) 212-1410

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Presentation and discussion providing updates on the Department of Information Technology and Security Assurance Program functions and budget needs.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: _____

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



Legislation Text

File #: 25-265, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance Vacating a portion of Ninth Avenue and Alley Right-of-Way, Block 47, all within Campbell Addition, City of El Paso, El Paso County, Texas.

Subject Property: East of Mesa St. and North of Cesar Chavez Memorial Highway

Applicant: United States of America (General Services Administration), El Paso Infrastructure Collaborative, LLC, Jose and Carmen Silva Family Limited Partnership, City of El Paso SURW24-00003

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



DEPARTMENT: Planning and Inspections

AGENDA DATE: 3/4/25

PUBLIC HEARING DATE: 3/18/25

CONTACT PERSON NAME: Philip F. Etiwe

PHONE NUMBER: (915) 212-1553

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance Vacating a portion of Ninth Avenue and Alley Right-of-Way, Block 47, all within Campbell Addition, City of El Paso, El Paso County, Texas.

Subject Property: East of Mesa St. and North of Cesar Chavez Memorial Highway

Applicant: United States of America (General Services Administration), El Paso Infrastructure Collaborative, LLC, Jose and Carmen Silva Family Limited Partnership, City of El Paso. SURW24-00003

BACKGROUND / DISCUSSION:

The applicants are requesting to vacate a portion of Ninth Avenue and adjacent alley. This vacation will replace the long-standing agreement with General Services Administration (United States of America) for use of City right-of-way along Ninth Avenue and adjacent alley next to the Stanton Street Bridge. City Plan Commission recommended 8-0 to approve the proposed vacation on April 18, 2024. As of February 18, 2025 the Planning Division has received one email in support of the vacation request, and no opposition. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Notices of the proposed right-of-way vacation were sent on April 2, 2024 to all property owners within 200 feet of the subject property. Legal notice was placed in the El Paso Times on March 29, 2024 informing of the scheduled April 18, 2024 City Plan Commission hearing.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Please see attached campaign contribution form.

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: Philip Fiore

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

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF NINTH AVENUE AND ALLEY RIGHT-OF-WAY, BLOCK 47, ALL WITHIN CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the abutting property owners have requested vacation of the City right-of-way located on a parcel of land being a portion of Ninth Avenue and Alley Right-of-Way, Block 47, all within Campbell Addition, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission recommended that a portion of Ninth Avenue and Alley Right-of-Way, Block 47, all within Campbell Addition, City of El Paso, El Paso County, Texas, should be vacated and the City Council finds that said portion of right-of-way is not needed for public use and should be vacated as recommended;

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

That a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as a portion of Ninth Avenue and Alley Right-of-Way, Block 47, all within Campbell Addition, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as Exhibit “A” and in the attached survey identified as Exhibit “B” and made a part hereof by reference is hereby vacated subject to the following condition:

- The vacated right-of-way shall be subject to a grant of public utility easements from the abutting property owners to the utility companies that have installations within the vacated right-of-way.

In addition, the City Manager is authorized to sign instruments quitclaiming all of the City’s right, title and interest in and to such vacated property to the City of El Paso, Jose and Carmen Silva Family Limited Partnership, United States of America, and El Paso Infrastructure Collaborative, LLC as their respective interests may appear.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST

Laura D. Prine, City Clerk

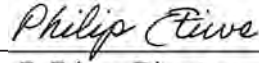
(Additional signatures next page)

APPROVED AS TO FORM:



Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

(Quitclaim Deed on following page)

EXHIBIT A



FIELD NOTES FOR A 0.536 OF ONE ACRE TRACT OF LAND

BEING A 0.536 OF ONE ACRE TRACT OF LAND LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING A PORTION OF NINTH AVENUE AND ALL OF A 20' WIDE ALLEY IN BLOCK 47, AS SHOWN ON THE PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.536 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings are based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment). () denotes record information.

BEGINNING at a found 5/8" iron rod capped "RODS" for the southwest corner of the herein described tract, said point being at the northwest corner of Lot 21, Block 33, Campbell's Addition, Amending Subdivision, recorded in Volume 76, Page 81, Plat Records of El Paso, Texas, said point being at the intersection of the east right-of-way line of Mesa street (70' right-of-way) with the south right-of-way line of Ninth Avenue (70' right-of-way);

THENCE N 11°47'40" W, with the east line of Mesa Street, over and across Ninth Avenue, for a distance of 70.00' (N 11°44'49" W, 70.0') to a set 5/8" iron rod capped "MDS" for a northwesterly exterior corner of the herein described tract, said point being at the southwest corner of Lot 20, Block 47, Campbell's Addition, said point being at the intersection of the east right-of-way line of Mesa Street with the north right-of-way line of Ninth Avenue;

THENCE N 78°12'20" E, departing the east right-of-way line of Mesa Street, with the north right-of-way line of Ninth Avenue and the south line of Lot 20, Block 47, Campbell's Addition, for a distance of 120.00' (N 78°15'11" E, 120.00') to a "PK" nail with shiner set for an interior corner of the herein described tract, said point being at the southeast corner of Lot 20, Block 47, Campbell's Addition, said point being at the intersection of the north right-of-way line of Ninth Avenue with the west line of said 20' wide alley;

THENCE N 11°47'40" W, departing the north right-of-way line of Ninth Avenue, with the west line of said 20' wide alley and the east line of Lots 20, 19, 18, 17, 16, 15, 14, 13, 12, and 11, Block 47, Campbell's Addition, for a distance of 260.00' (N 11°44'49" W, 260.00') to a "PK" nail with shiner set for the northwest corner of the herein described tract, said point being at the northeast corner of Lot 11, Block 47, Campbell's Addition, said point being at the intersection of the west line of said 20' wide alley with the south right-of-way line of Eighth Avenue;

THENCE N 78°12'20" E, with the south right-of-way line of Eighth Avenue, for a distance of 20.00' (20.0') to a "PK" nail with shiner set for the northeast corner of the herein described tract, said point being at the northwest corner of Lot 10, Block 47, Campbell's Addition, said point being at the intersection of the east line of said 20' wide alley, with the south right-of-way line of Eighth Avenue;

THENCE S 11°47'40" E, departing the south right-of-way line of Eighth Avenue, with the east line of said 20' wide alley and the west line of Lots 10, 9, 8, 7, 6, 5, 4, 3, 2 and 1, Block 47, Campbell's Addition, for a distance of 260.00' (S 11°44'49" E, 260.00') to a "PK" nail with shiner set for an interior corner of the herein described tract, said point being at the southwest corner of Lot 1, Block 47, Campbell's Addition, said point being at the intersection of the east line of said 20' alley, with the north right-of-way line of Ninth Avenue;

THENCE N 78°12'20" E, with the north right-of-way line of Ninth Avenue and the south line of said Lot 1, Block 47, Campbell's Addition, for a distance of 118.61' (N 78°15'11" E, 118.61') to a calculated point for a northeasterly exterior corner of the herein described tract;

THENCE departing the north right-of-way line of Ninth Avenue and the south line of said Lot 1, Block 47, Campbell's Addition, over and across Ninth Avenue, the following courses and distances:

Page 1 of 2

- S 11°29'05" E, for a distance of 30.37' (S 11°26'14" E, 30.37') to a found 1/2" iron rod capped "TX#5152" for angle;
- S 29°34'29" E, for a distance of 5.09' (S 29°32'48" E, 5.09') to a "PK" nail with shiner set for angle;
- S 11°47'40" E, for a distance of 34.78' (S 11°44'49" E, 34.78') to a found 1/2" iron rod capped "M BAKER JR#2118" for the southeast corner of the herein described tract, said point being in the south right-of-way line of Ninth Avenue, said point being the northeast corner of a called 0.034 of one acre tract recorded in Document No. 98051293, Official Public Records of El Paso County, Texas;

THENCE S 78°12'20" W, with the south right-of-way line of Ninth Avenue, the north line of the called 0.034 of one acre tract, and the north line of Lot 21, Block 33, Campbell's Addition, passing at 25.00' the northwest corner of the called 0.034 of one acre tract, continuing for a total distance of 260.00' (S 78°15'11" W, 260.00') to the POINT OF BEGINNING, CONTAINING 0.536 of one acre of land, more or less.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in September of 2020. A survey plat of equal date was made in conjunction with this description.



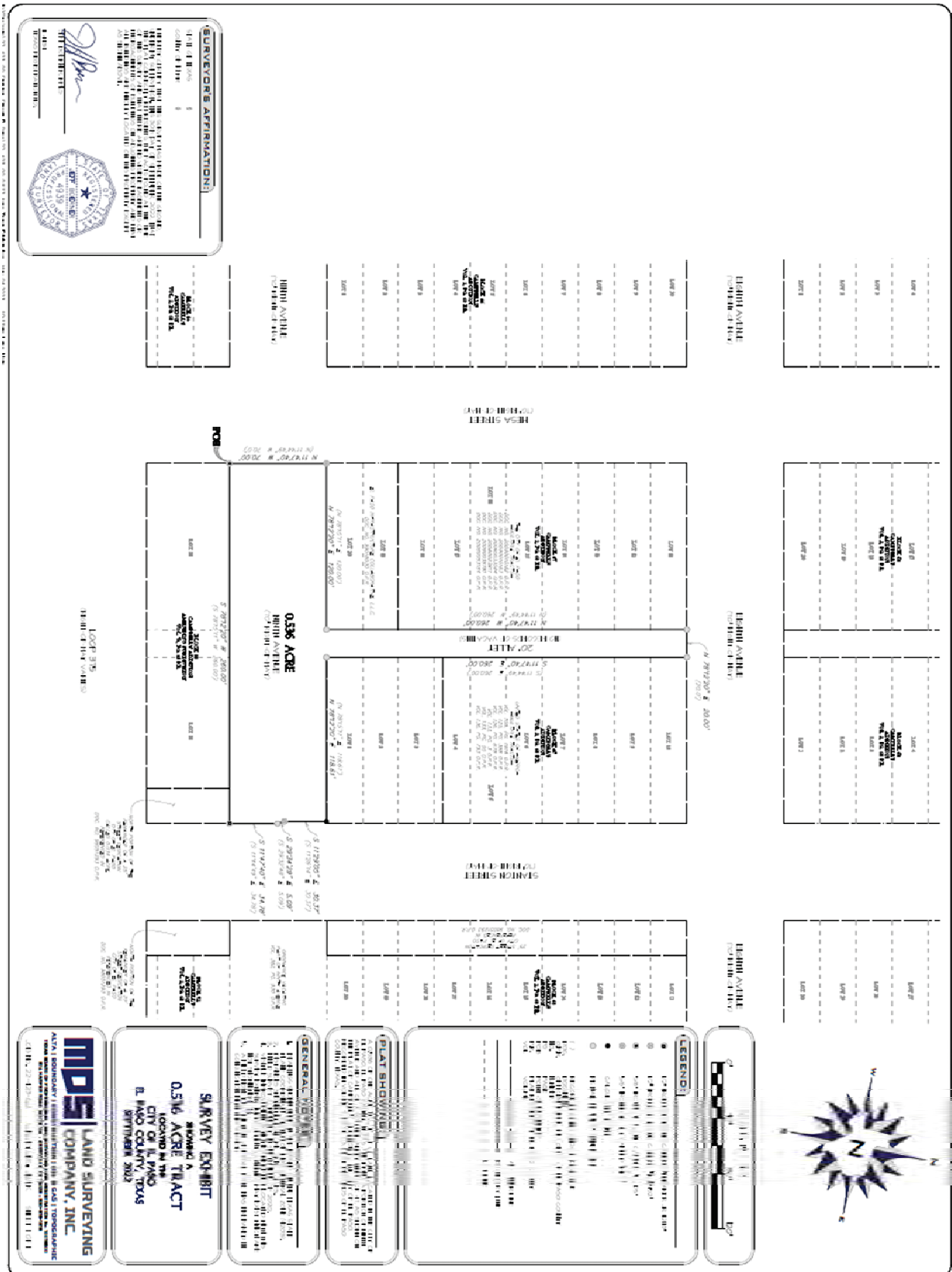
Jeff Boerner, RPLS #4939

Date: 09-30-2022

Job # 22-423-00



EXHIBIT B



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto the City of El Paso (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF ALLEY RIGHT-OF-WAY, BLOCK 47, ALL WITHIN CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 2025.

CITY OF EL PASO

ATTEST:

Dionne Mack, City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

[illegible]

This instrument is acknowledged before me on this _____ day of _____, 2025,
by Dionne Mack, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

AFTER FILING RETURN TO:

City of El Paso
300 N. Campbell Street
El Paso, TX 79901

EXHIBIT A

FIELD NOTES FOR A 0.048 OF ONE ACRE (2080.0 SQUARE FEET) TRACT OF LAND

BEING A 0.048 OF ONE ACRE (2080.0 SQUARE FEET) TRACT OF LAND LOCATED IN EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING A 20' WIDE ALLEY SHOWN ON BLOCK 47, CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.048 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment), () denotes record information.

BEGINNING at a "PK" nail with shiner found for northwest corner at the northeast corner of Lot 11, Block 47, Campbell's Addition, said point being at the intersection of the south right-of-way line of Eighth Avenue (aka Olivas V Aoy Avenue), (70' right-of-way), with the west line of said 20' wide alley;

THENCE N 78°12'20" E, with the south right-of-way line of Eighth Avenue, **for a distance of 10.00'** (10.0') to a calculated point for northeast corner;

THENCE S 11°47'40" E, departing the south right-of-way line of Eighth Avenue, with the centerline of said 20' wide alley, **for a distance of 208.00'** (208.0') to a calculated point for southeast corner;

THENCE S 78°12'20" W, departing the centerline of said 20' wide alley, over and across a portion of said 20' wide alley, **for a distance of 10.00'** (10.0') to a "PK" nail with shiner stamped "TX#6223" for southwest corner in the west line of said 20' wide alley, said point being the northeast corner of Lot 19, Block 47, Campbell's Addition, the southeast corner of Lot 18, Block 47, Campbell's Addition;

THENCE N 11°47'40" W, with the west line of said 20' wide alley, the east line of Lots 18 through 11, Block 47, Campbell's Addition, **for a distance of 208.00'** (208.0') to the **POINT OF BEGINNING, CONTAINING 0.048** of one acre (2080.0 Square Feet) of land, more or less.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in September, 2022. A survey plat of equal date was made in conjunction with this description.


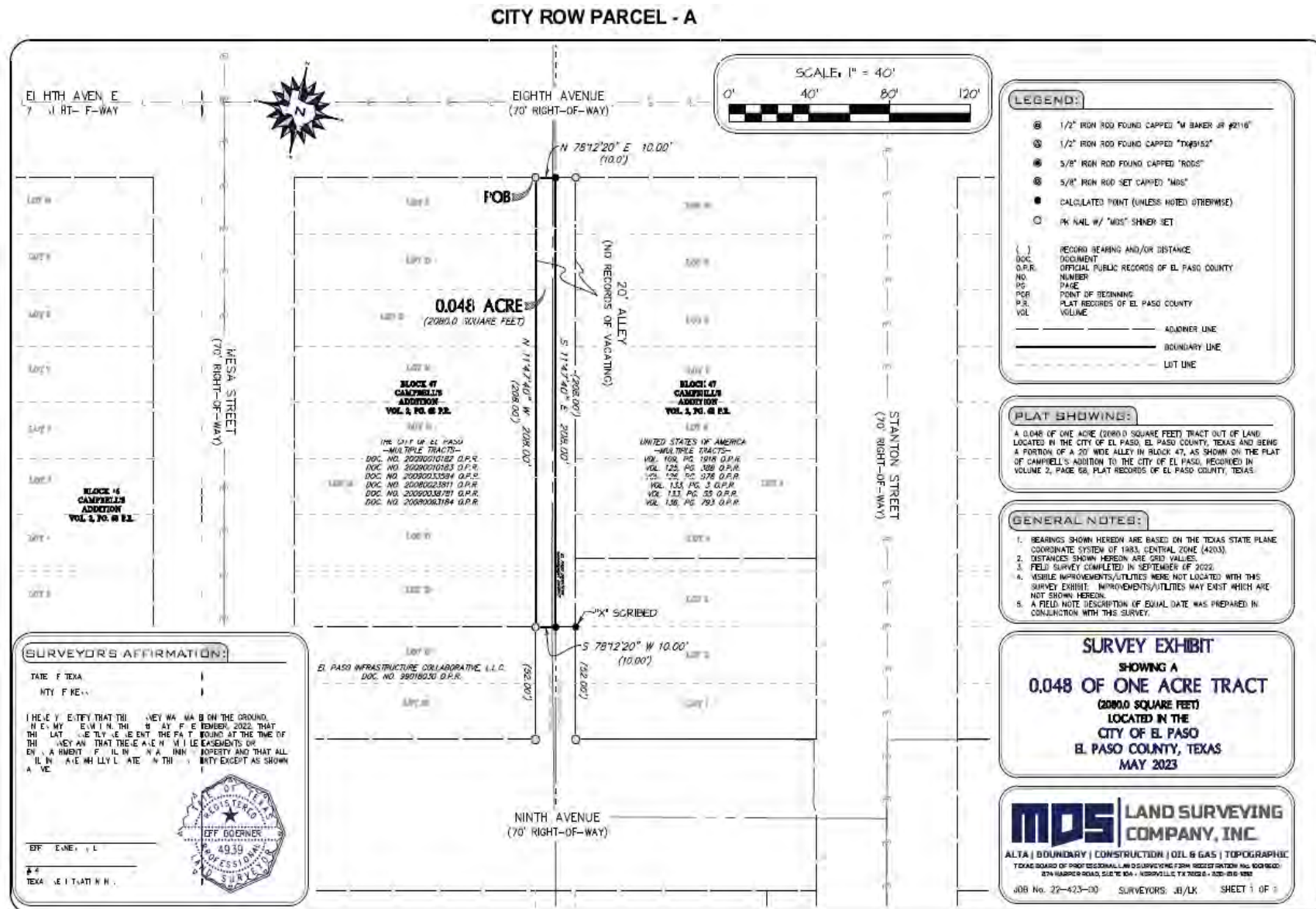

Jeff Boerner, RPLS #4939
Date: 05-24-2023
Job # 22-423-00 Exhibit 2



EXHIBIT B



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

**THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }**

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto the City of El Paso (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF NINTH AVENUE, BLOCK 47, ALL WITHIN CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 2025.

CITY OF EL PASO

ATTEST:

Dionne Mack, City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2025,
by Dionne Mack, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

AFTER FILING RETURN TO:

City of El Paso
300 N. Campbell Street
El Paso, TX 79901

EXHIBIT A

FIELD NOTES FOR A 0.020 OF ONE ACRE (875.0 SQUARE FEET) TRACT OF LAND

BEING A 0.020 OF ONE ACRE (875.0 SQUARE FEET) TRACT OF LAND LOCATED IN EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING A PORTION OF NINTH AVENUE, AS SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.020 OF ONE ACRE (875.0 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment), () denotes record information.

BEGINNING at a 1/2" iron rod capped "M BAKER JR #2118" found at the intersection of the south right-of-way line of Ninth Avenue (70' right-of-way) and the west right-of-way line of Stanton Street (70' right-of-way), said point being the northeast corner of a called 0.034 of one acre tract recorded in Document No. 98051293, Official Public Records of El Paso County, Texas;

THENCE S 78°12'20" W, departing the west right-of-way line of Stanton Street, with the south right-of-way line of Ninth Avenue, and the north line of the called 0.034 of one acre tract, **for a distance of 25.00'** (S 78°15'11" W, 25.00') to a "PK" nail with "MDS" shiner found for southwest corner at the northwest corner of the called 0.034 of one acre tract, and the northeast corner of Lot 21, Block 33, Campbell's Addition, Amending Plat;

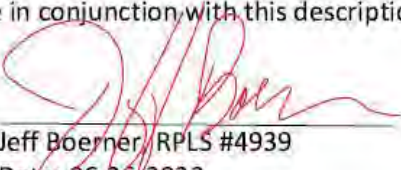
THENCE N 11°47'40" W, departing the south right-of-way line of Ninth Avenue, **for a distance of 35.00'** (N 11°44'49" W, 35.00') to a calculated point in the centerline of Ninth Avenue;

THENCE N 78°12'20" E, with the centerline of Ninth Avenue, **for a distance of 24.93'** (N 78°15'11" E) to a calculated point for corner;

THENCE S 29°34'29" E, for a distance of 0.23' (S 29°32'48" E) to a calculated point for angle in the west right-of-way line of Stanton Street;

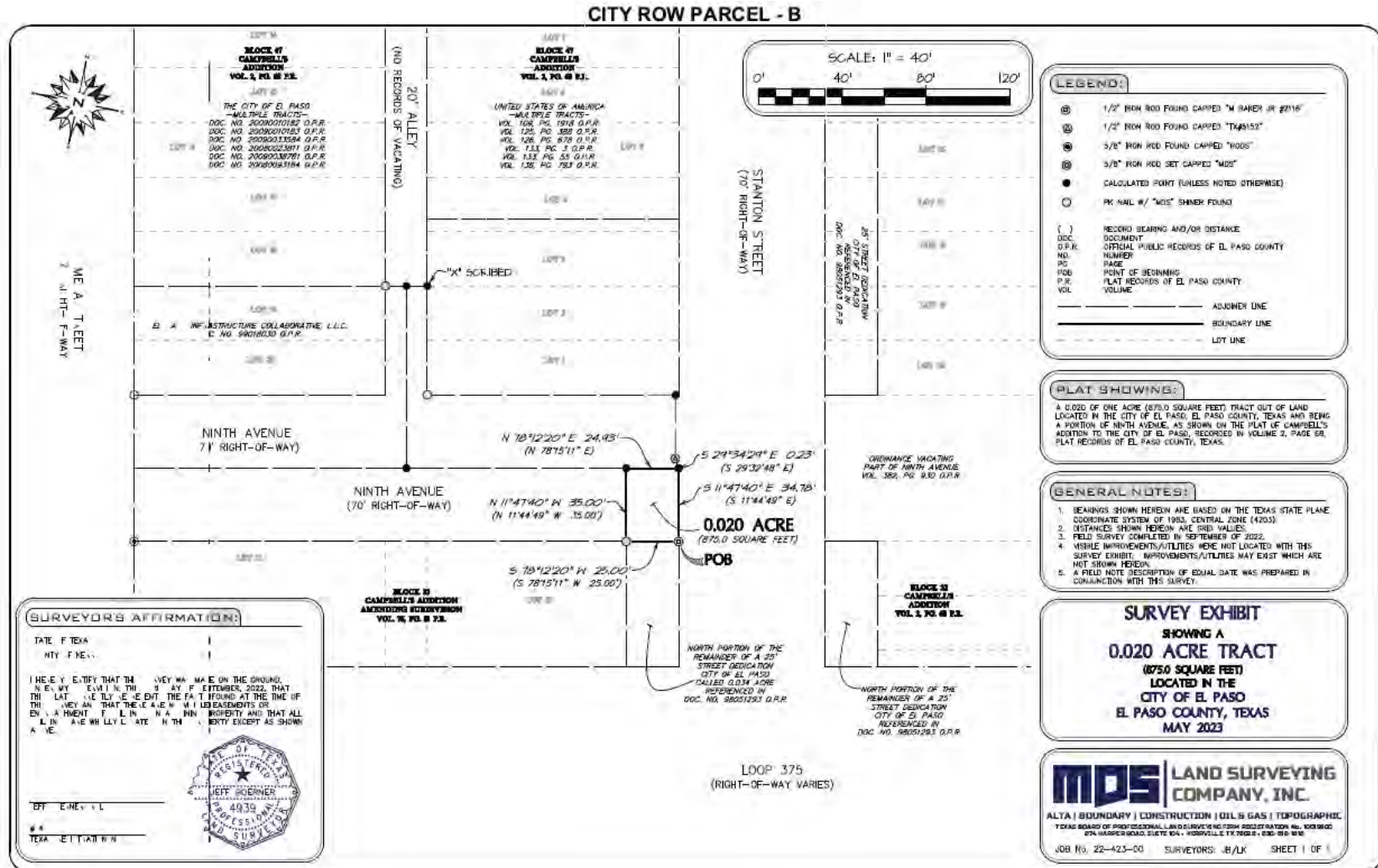
THENCE S 11°47'40" E, with the west right-of-way line of Stanton Street, **for a distance of 34.78'** (S 11°44'49" E) to the **POINT OF BEGINNING, CONTAINING 0.020 of one acre (875.0 Square Feet)** of land, more or less.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, and September, 2022. A survey plat of equal date was made in conjunction with this description.


Jeff Boerner RPLS #4939
Date: 06-26-2023
Job # 22-423-00 Exhibit 1c



Page 1 of 1



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto El Paso Infrastructure Collaborative, LLC (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF NINTH AVENUE AND ALLEY RIGHT-OF-WAY, BLOCK 47, ALL WITHIN CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 2025.

CITY OF EL PASO

ATTEST:

Dionne Mack, City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2025,
by Dionne Mack, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

AFTER FILING RETURN TO:

El Paso Infrastructure
Collaborative, LLC
303 N. Oregon Street, Suite 610
El Paso, TX 79901

EXHIBIT A

Prepared for: The City of El Paso
May 30, 2012
(Parcel 1)

METES AND BOUNDS DESCRIPTION

Description of a portion of Ninth Avenue out of Block 47, Campbell Addition as recorded in Book 2, Page 68, Plat Records, City of El Paso, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at an existing City of El Paso monument lying 10 feet north and 10 feet east of the centerline intersection of Stanton Street and Olivas V Aoy from which a found city of El Paso monument lying 10 feet north and 10 feet east of the centerline intersection of Stanton Street and Sixth Avenue bears, North $11^{\circ}44'49''$ West a distance of 655.05 feet; Thence along the monument line of Olivas V Aoy, South $78^{\circ}15'11''$ West a distance of 305.00 feet and South $11^{\circ}44'49''$ East a distance of 310.00 feet to a set chiseled x on the intersection of the easterly right of way line of Mesa Street with the northerly right of way line of Ninth Avenue for the **"TRUE POINT OF BEGINNING"**

Thence along said right of way line, North $78^{\circ}15'11''$ East a distance of 120.00 feet to a set v chiseled on concrete curb on the westerly line of a 20 foot alley in Block 47, Campbell Addition;

Thence along said line, North $11^{\circ}44'49''$ West a distance of 52.00 feet to a point;


Thence leaving said line, North $78^{\circ}15'11''$ East a distance of 10.00 feet to a point on the centerline of a 20 foot alley out of Block 47, Campbell Addition;

Thence along said line, South $11^{\circ}44'49''$ East a distance of 87.00 feet to a point on the centerline of Ninth Avenue;

Thence along said line, South $78^{\circ}15'11''$ West a distance of 130.00 feet to a set chiseled v on the easterly right of way line of Mesa Street;

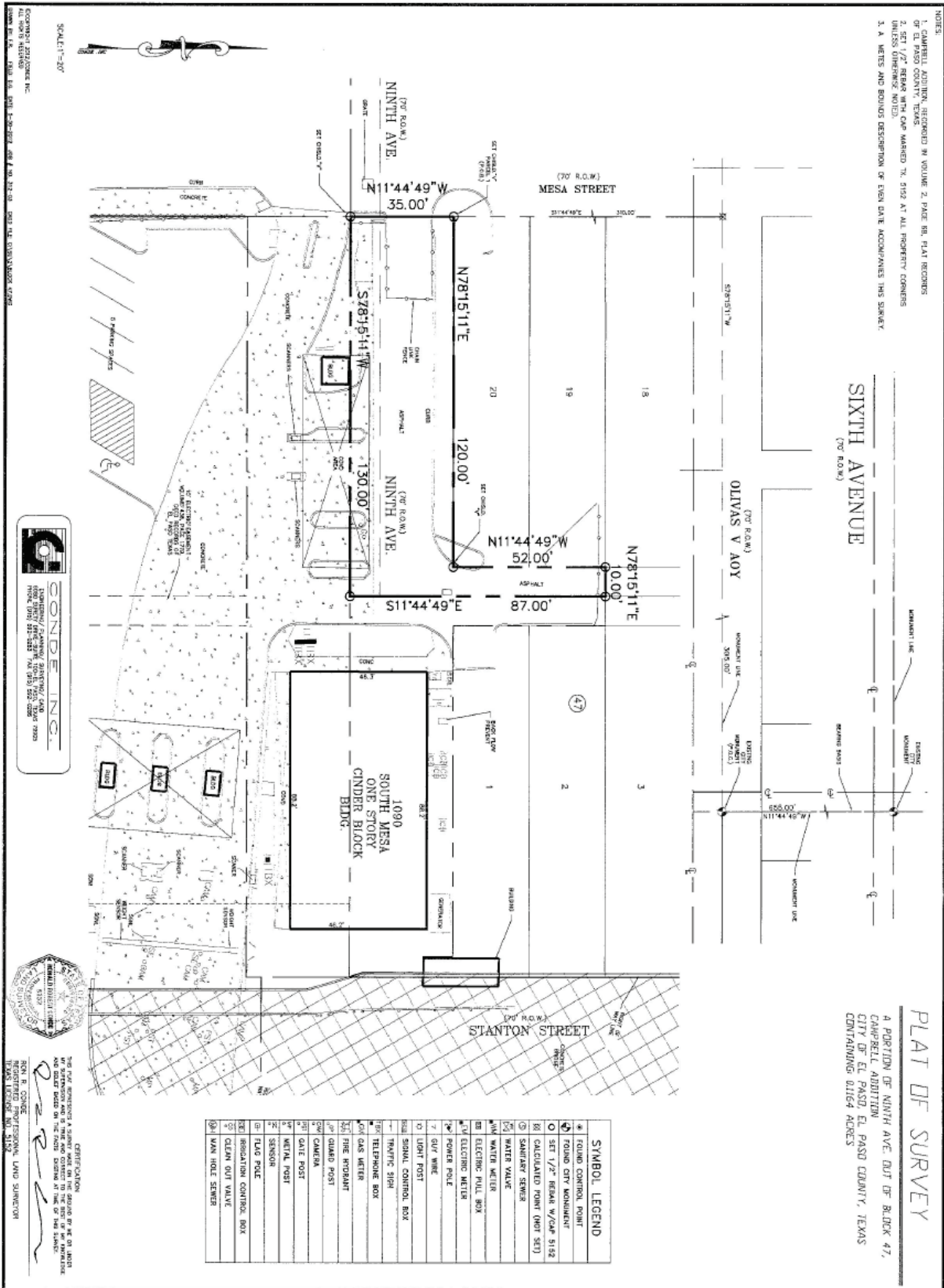
Thence along said right of way line North $11^{\circ}44'49''$ West a distance of 35.00 feet to the **"TRUE POINT OF BEGINNING"** and containing 5,070 Sq. Ft. 0.1164 acres of land more or less.

Note: A Survey drawing of even date accompanies this description.


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



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

**THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }**

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto Jose and Carmen Silva Family Limited Partnership (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF NINTH AVENUE, BLOCK 47, ALL WITHIN CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 2025.

CITY OF EL PASO

ATTEST:

Dionne Mack, City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe
Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2025,
by Dionne Mack, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

AFTER FILING RETURN TO:

Jose and Carmen Silva
Family Limited Partnership
6485 Calle Placido Drive
El Paso, TX 79912

EXHIBIT A

Prepared for: The City of El Paso
May 15, 2012
(Parcel 3)

METES AND BOUNDS DESCRIPTION

Description of a portion of Ninth Avenue out of Block 47, Campbell Addition as recorded in Book 15, Page 31, Plat Records, City of El Paso, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at an existing City of El Paso monument lying 10 feet north and east of the centerline intersection of Stanton Street and Olivas V Aoy from which a found city of El Paso monument lying 10 feet north and 10 feet east of the centerline intersection of Stanton Street and Sixth Avenue bears, North $11^{\circ}44'49''$ West a distance of 655.05 feet; Thence along the monument line of Olivas V Aoy, South $75^{\circ}04'18''$ West a distance of 305.00 feet and South $14^{\circ}55'42''$ East a distance of 345.00 feet to a set chiseled x on the intersection of the easterly right of way line of Mesa Street with the centerline of Ninth Avenue for the **"TRUE POINT OF BEGINNING"**

Thence along the centerline of Ninth Avenue, North $78^{\circ}15'11''$ East a distance of 235.00 feet to a point;

Thence leaving said line, South $11^{\circ}44'49''$ East a distance of 35.00 feet to a point on the southerly right of way line of Ninth Avenue;

Thence along said right of way line, South $78^{\circ}15'11''$ West a distance of 235.00 feet to a set chiseled x on the intersection of the easterly right of way line of Mesa Street with the southerly right of way line of Ninth Avenue;

Thence along the easterly right of way line of Mesa Street, North $11^{\circ}44'49''$ West a distance of 35.00 feet to the **"TRUE POINT OF BEGINNING"** and containing 8225 Sq. Ft. 0.1888 acres of land more or less.

Note: A drawing of even date accompanies this description.

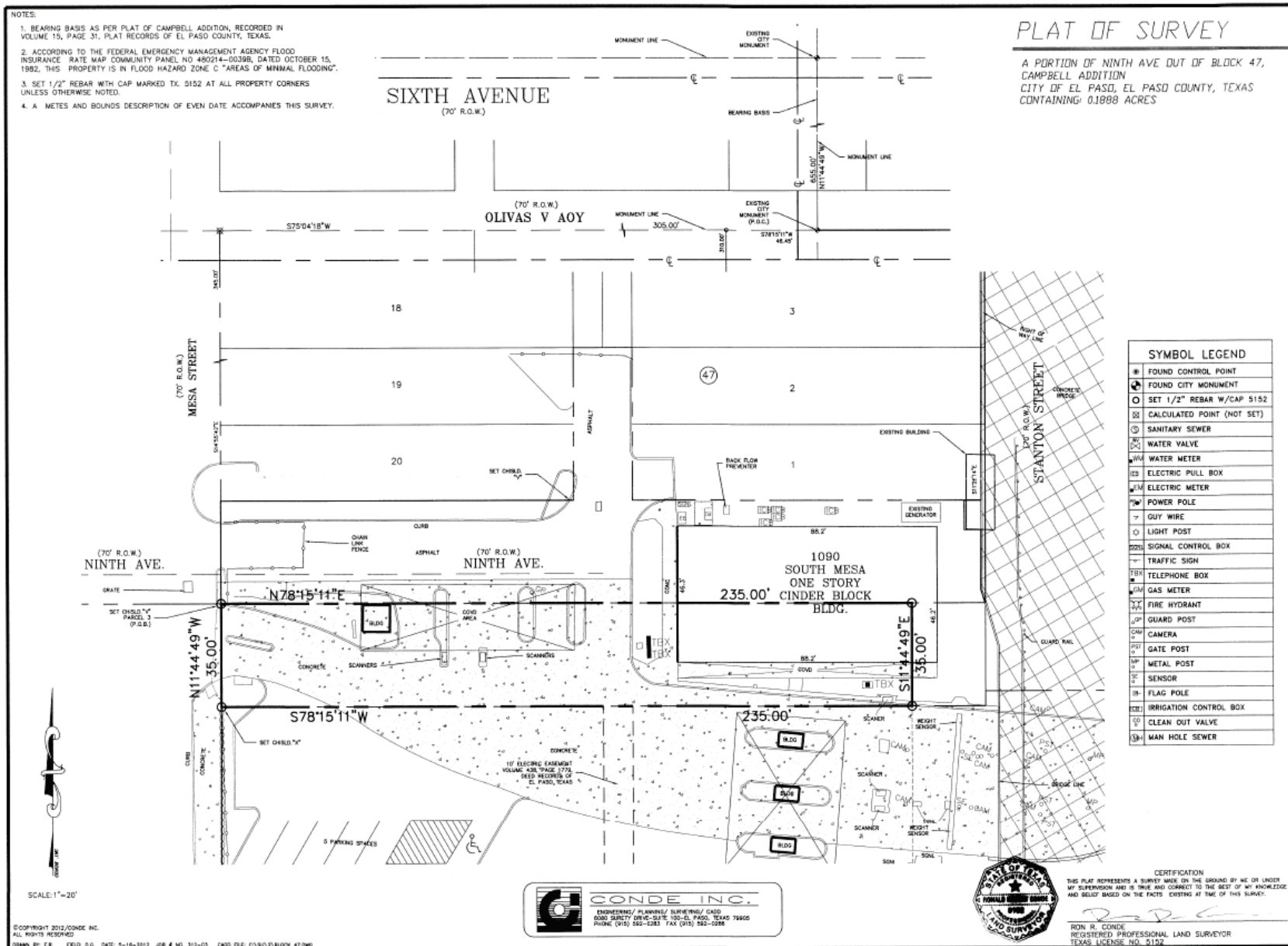


Ron R. Conde
R.P.L.S. No. 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286

EXHIBIT B



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto United States of America (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF ALLEY RIGHT-OF-WAY, BLOCK 47, ALL WITHIN CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 2025.

CITY OF EL PASO

ATTEST:

Dionne Mack, City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

[illegible]

This instrument is acknowledged before me on this _____ day of _____, 2025,
by Dionne Mack, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

AFTER FILING RETURN TO:

United States of America
819 Taylor Street Room 11B
Fort Worth, TX 76102-6118

EXHIBIT A



FIELD NOTES FOR A 0.048 OF ONE ACRE (2080.0 SQUARE FEET) TRACT OF LAND

BEING A 0.048 OF ONE ACRE (2080.0 SQUARE FEET) TRACT OF LAND LOCATED IN EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING a 20' WIDE ALLEY SHOWN ON BLOCK 47, CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.048 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment), () denotes record information.

BEGINNING at a "PK" nail with shiner found for northeast corner at the northwest corner of Lot 10, Block 47, Campbell's Addition, said point being at the intersection of the south right-of-way line of Eighth Avenue (aka Olivas V Aoy Avenue), (70' right-of-way), with the east line of said 20' wide alley;

THENCE S 11°47'40" E, departing the south right-of-way line of Eighth Avenue, with the east line of said 20' wide alley, the west line of Lots 10 through 3, Block 47, Campbell's Addition, **for a distance of 208.00'** (208.0') to a found "X" scribed in concrete for southeast corner at the southwest corner of Lot 3, Block 47, Campbell's Addition, the northwest corner of lot 2, Block 47, Campbell's Addition;

THENCE S 78°12'20" W, departing the east line of said 20' wide alley, over and across a portion said 20' wide alley, **for a distance of 10.00'** (10.0') to a calculated point for southwest corner in the centerline of said 20' wide alley;

THENCE N 11°47'40" W, with the centerline of said 20' wide alley, **for a distance of 208.00'** (208.0') to a calculated point for northwest corner at the intersection of the centerline of said 20' wide alley, with the south right-of-way line of Eighth Avenue;

THENCE N 78°12'20" E, with the south right-of-way line of Eighth Avenue, **for a distance of 10.00'** (10.0') to the **POINT OF BEGINNING, CONTAINING** 0.048 of one acre (2080.0 Square Feet) of land, more or less.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in September, 2023. A survey plat of equal date was made in conjunction with this description.


Jeff Boerner, RPLS #4939
Date: 05/24/2023
Job # 22-423-00 Exhibit 3





NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto United States of America (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF NINTH AVENUE AND ALLEY RIGHT-OF-WAY, BLOCK 47, ALL WITHIN CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 2025.

CITY OF EL PASO

ATTEST:

Dionne Mack, City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____,
2025, by Dionne Mack, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

AFTER FILING RETURN TO:

United States of America
819 Taylor Street Room 11B
Fort Worth, TX 76102-6118

EXHIBIT A



FIELD NOTES FOR A 0.115 OF ONE ACRE (5,021.5 SQUARE FEET) TRACT OF LAND

BEING A 0.115 OF ONE ACRE (5,021.5 SQUARE FEET) TRACT OF LAND LOCATED IN EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING A PORTION OF NINTH AVENUE, AND A PORTION OF A 20' WIDE ALLEY IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.115 OF ONE ACRE (5,021.5 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment), () denotes record information.

BEGINNING at a found "X" scribed in concrete in the east line of a 20' wide alley shown on plat of Campbell's Addition at the northwest corner of Lot 2, Block 47, Campbell's Addition;

THENCE S 11°47'40" E, with the east line of said 20' wide alley, and the west line of Lots 2 and 1, Block 47, **for a distance of 52.00'** (S 11°44'49" E, 52.0') to a "PK" nail with "MDS" shiner found for interior corner at the southwest corner of Lot 1, Block 47, Campbell's Addition, said point being in the north right-of-way line of Ninth Avenue (70' right-of-way);

THENCE N 78°12'20" E, with the north right-of-way line of Ninth Avenue, and a portion of the south line of Lot 1, Block 47, Campbell's Addition, **for a distance of 118.61'** (N 78°15'11" E, 118.61') to a calculated point for corner;

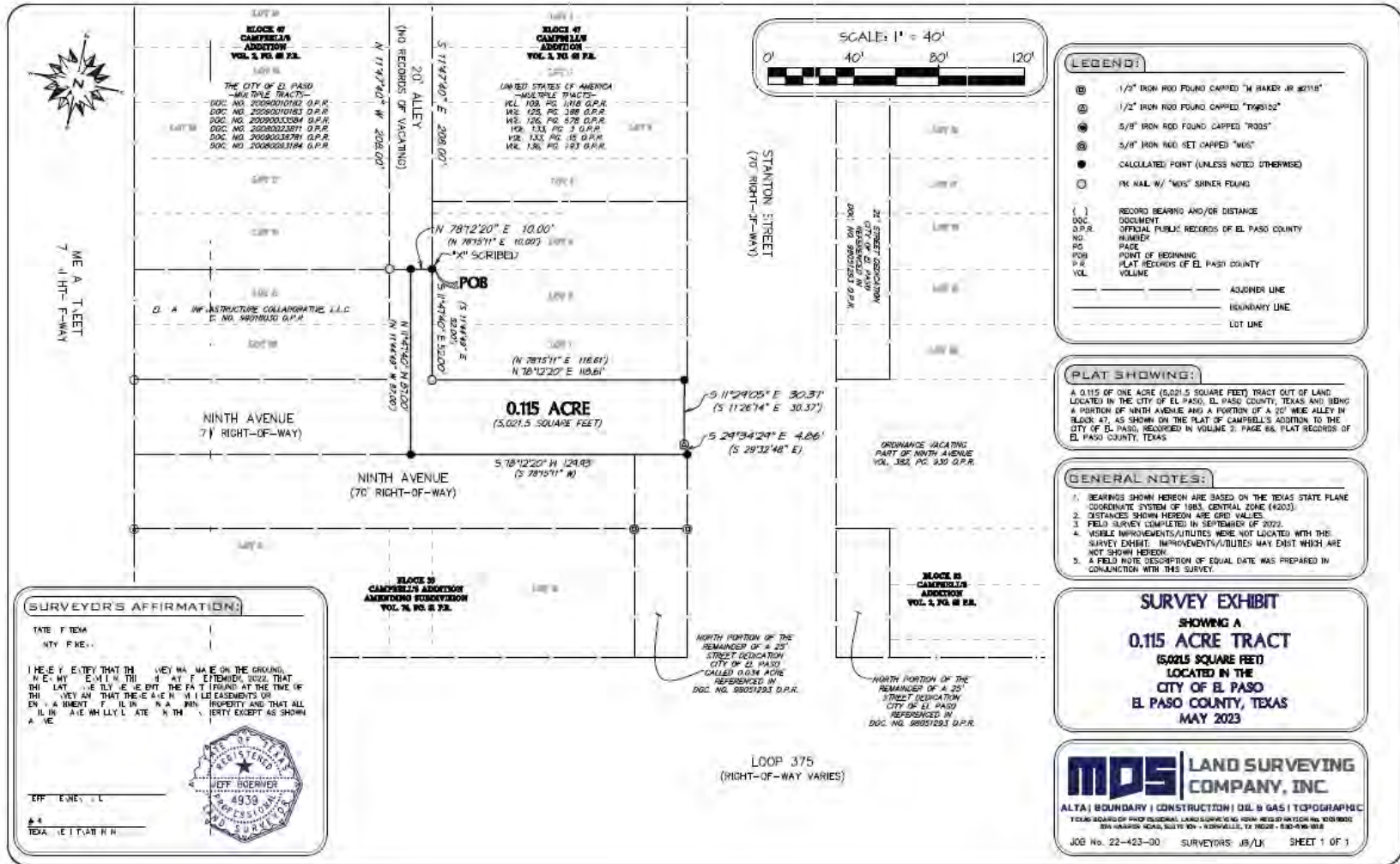
THENCE departing the north right-of-way line of Ninth Avenue, and the south line of Lot 1, Block 47, Campbell's Addition, the following courses and distances:

- **S 11°29'05" E, 30.37'** (S 11°26'14" E, 30.37') to a ½" iron rod with "TX#5152" cap for angle;
- **S 29°34'29" E 4.86'** (S 29°32'48" E) to a calculated point for corner at the intersection of the centerline of Ninth Avenue;

THENCE S 78°12'20" W, with the centerline of Ninth Avenue, **for a distance of 129.93'** (S 78°15'11" W) to a calculated point for corner at the intersection of the centerline of said 20' wide alley, with the centerline of Ninth Avenue;

THENCE N 11°47'40" W, with the centerline of said 20' wide alley, **for a distance of 87.00'** (N 11°44'49" W, 87.00') to a calculated point for corner;

EXHIBIT B



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.

NON-EXCLUSIVE COMMUNICATIONS UTILITY EASEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the El Paso Infrastructure Collaborative, LLC ("EPIC"), the United States of America, acting by and thru the Administrator of the General Services Administration ("GSA"), under and pursuant to the authority contained in the provisions of Subtitle I, Title 40, U.S. Code (40 U.S.C. 101, et seq.) and rules orders and regulations issued pursuant thereto, and 76 Stat. 1129, 40 U.S.C. 1314, and 41 CFR 102-75.939; et seq. ("USA"), Jose & Carmen Silva Family Limited Partnership ("Silva"), and the City of El Paso, a Texas home rule municipality ("City"), ("Grantors") grant unto Southwestern Bell Telephone Company, d/b/a AT&T Texas, whose address is 117 W. Columbia St., Weatherford, TX 76086, its successors and assigns, and AT&T Enterprises, L.L.C. a Delaware Limited Liability Company, whose address is 3450 Riverwood Pkwy., SE, Room 162-RW, Atlanta, GA 30339, its successors and assigns, hereinafter called Grantee, the perpetual right, privilege, authority and easement to construct, operate, maintain, add, and/or remove such overhead and underground systems of communications, data, video and information system facilities, and related items as the Grantee may from time to time deem necessary to provide communications, data, video and/or information services, with the right of access, ingress, and egress thereto over and under driveways and paved areas, for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, over the following described and depicted parcels in the county named above, as their respective interests may appear, to wit:

1. **Easement "A":** The parcel of land further described in Attachment "I": AT&T Overhead and Underground Utility Easements (Easements A through F) ("Attachment I") attached hereto and made a part hereof for all purposes, and labeled "AT&T Utility Easement "A" (USA)" in said Attachment I, being portions of the ALLEY, LOTS 1-10, and NINTH AVENUE in BLOCK 47, CAMPBELL ADDITION, El Paso County, Texas.
2. **Easement "B":** The parcel of land further described in Attachment I and labeled "AT&T Utility Easement "B" (SILVA)" in said Attachment I, being a portion of NINTH AVENUE in BLOCK 47, CAMPBELL ADDITION, El Paso County, Texas.
3. **Easement "C":** The parcel of land further described in Attachment I and labeled "AT&T Utility Easement "C" (CITY)" in said Attachment I, being a portion of the ALLEY in BLOCK 47, CAMPBELL ADDITION, El Paso County, Texas.

4. **Easement "D":** The parcel of land further described in Attachment I and labeled "AT&T Utility Easement "D" (SILVA)" in said Attachment I, being a portion of NINTH AVENUE in BLOCK 47, CAMPBELL ADDITION, El Paso County, Texas.
5. **Easement "E":** The parcel of land further described in Attachment I and labeled "AT&T Utility Easement "E" (EPIC)" in said Attachment I, being portions of the ALLEY, LOT 20, and NINTH AVENUE in BLOCK 47, CAMPBELL ADDITION, El Paso County, Texas.
6. **Easement "F":** The parcel of land further described in Attachment I and labeled "AT&T Utility Easement "F" (USA)" in said Attachment I, being portions of the ALLEY, LOT 1, and NINTH AVENUE in BLOCK 47, CAMPBELL ADDITION, El Paso County, Texas.
7. **Easement "G":** The parcel of land further described in Attachment "II": AT&T Underground Transcontinental Utility Easements (Easements G through I) ("Attachment II") attached hereto and made a part hereof for all purposes, and labeled "AT&T Utility Easement "G" (CITY)" in said Attachment II, being a portion of the NINTH AVENUE in BLOCK 47, CAMPBELL ADDITION, El Paso County, Texas.
8. **Easement "H":** The parcel of land further described in Attachment II and labeled "AT&T Utility Easement "H" (USA)" in said Attachment II, being portions of the ALLEY, LOTS 1-4, and NINTH AVENUE in BLOCK 47, CAMPBELL ADDITION, El Paso County, Texas.
9. **Easement "I":** The parcel of land further described in Attachment II and labeled "AT&T Utility Easement "I" (CITY)" in said Attachment II, being a portion of the ALLEY in BLOCK 47, CAMPBELL ADDITION, El Paso County, Texas.

Attachments I and II are attached hereto and made a part hereof (the "Easement Parcels"). The non-exclusive communications easement granted above by each Grantor (the "Easement") is limited to the portion of the Easement Parcels owned by each such Grantor. So long as United States of America, acting by and through any federal governmental agency occupies and secures the area surrounding the Easement Parcels (the "Easement Property") for the operation of an international port of entry, or any facility related thereto ("collectively the "Facility"), including a detention, storage or office facility, Grantee shall obtain permission to enter the Easement Property. Grantee should provide 4-hour telephonic notice prior to accessing the Easement Property for routine purposes: Notification shall be provided to the U.S. General Services Administration (GSA) and shall include the full names of Grantee's employees and/or contractors accessing the area. In the event of an emergency, Grantee shall provide notification to the following: Federal Protective Service Megacenter and GSA (El Paso Field Office) of its intent to enter the Facility.

This Easement is granted subject to validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently and hereafter recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than grantors, and other instruments, other than conveyances of the surface fee estate, that affect the Easement Parcels,

validly existing rights of adjoining owners in any walls and fences situated on a common boundary, and discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements including, but not limited to, easements now existing or hereafter granted to El Paso Electric Company that affect the Easement Parcel. This Easement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

This instrument, together with all conditions thereto, is hereby accepted by Grantee on the date of its signature below.

WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.

[SIGNATURE PAGES FOLLOW]

UNITED STATES OF AMERICA,
acting by and through the
Administrator of General Services
Administration
and authorized representatives

Signature:
Printed
Name:
Title:

Melvin Freeman
Melvin Freeman
Director

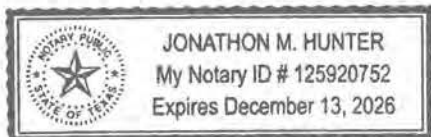
GRANTOR

THE STATE OF TEXAS)(

COUNTY OF TARRANT)(

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared MELVIN E. FREEMAN, known to me to be the person whose name is subscribed to the foregoing Communications Utility Easement, and known to me to be the Director, Office of Real Property Disposition, Public Building Service, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this 26 day of September, 2024.




[Signature]
Notary Public State of Texas

Notary's Name: _____

My Commission Expires: _____

GSA Signature page to Non-Exclusive Communications Utility Easement Agreement

EL PASO INFRASTRUCTURE COLLABORATIVE,
LLC

Signature: 
Printed Name: Ricardo Mora
Title: Manager

GRANTOR

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This document was acknowledged before me on the 20 day of November, 2024
by Ricardo Mora, Manager of EL PASO INFRASTRUCTURE COLLABORATIVE,
LLC ("EPIC"), on behalf of EPIC.

Seal:




Notary Public, State of Texas

CITY OF EL PASO, TEXAS

Signature: Ellen Smyth for
Printed Name: Dionne Mack
Title: City Manager

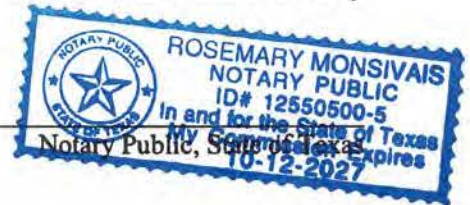
GRANTOR

STATE OF TEXAS)

COUNTY OF EL PASO)

This document was acknowledged before me on the 11 day of January, 2025,
by Rosemary Monsiva of CITY OF EL PASO, on behalf of the City
of El Paso.

Seal:



Approved as to Form:

Roberta Brito
Roberta Brito
Assistant City Attorney

Approved as to Content:

Roberto Tinajero
Roberto Tinajero, Director
International Bridges Department

City Signature page to Non-Exclusive Communications Utility Easement Agreement


JOSE & CARMEN SILVA FAMILY LIMITED PARTNERSHIP

By its General Partner, Jose & Carmen Silva Family General Partner, LLC

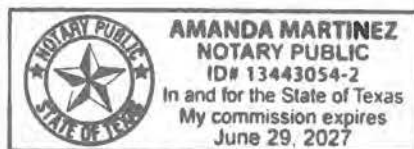
Signature: 
Printed Name: MARTIN SILVA
Title: Manager

GRANTOR

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This document was acknowledged before me on the 3 day of October, 2024,
by  of THE JOSE AND CARMEN SILVA
FAMILY LIMITED PARTNERSHIP, on behalf of said limited partnership.

Seal:




Notary Public, State of Texas

SILVA Signature page to Non-Exclusive Communications Utility Easement Agreement

SOUTHWESTERN BELL TELEPHONE
COMPANY, D/B/A AT&T TEXAS, A DELAWARE
CORPORATION

Joanie Baker
Name: Joanie Baker
Title: Area Manager OSP Planning & Engr Design
For: V.P. - Construction & Engineering

GRANTEE

STATE OF TEXAS)
COUNTY OF DALLAS)
~~EL PASO~~

This document was acknowledged before me on the 16th day of October, 2024,
by Joanie Baker, Area Manager of SOUTHWESTERN BELL TELEPHONE
COMPANY, D/B/A AT&T TEXAS, A DELAWARE CORPORATION, on behalf of the Grantee.

Seal:

Melissa McElyea

Notary Public, State of Texas



AT&T ENTERPRISES, LLC
A DELAWARE LIMITED LIABILITY COMPANY

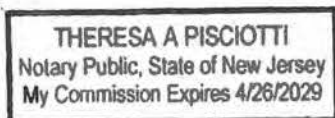
Christopher J. Och
Name: Christopher J. Och
Title: Principal

GRANTEE

New Jersey
STATE OF ~~TEXAS~~)
Somerset)
COUNTY OF ~~EL PASO~~)

This document was acknowledged before me on the 30th day of September, 2024,
by Christopher J. Och, Principal of AT&T ENTERPRISES, LLC, A DELAWARE
LIMITED LIABILITY COMPANY, on behalf of the Grantee.

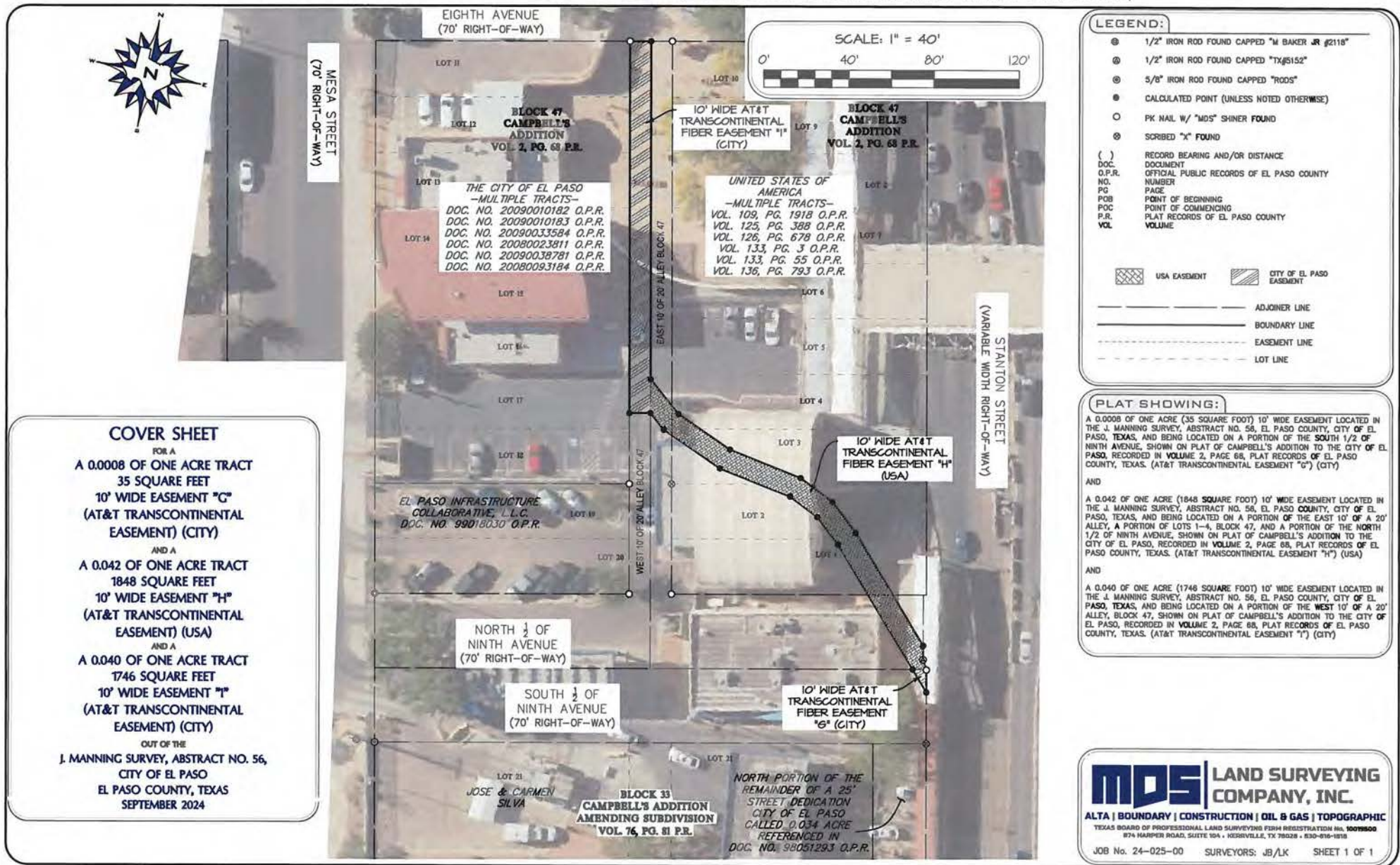
Seal:



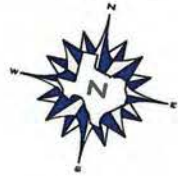
Theresa A Piscioti
Notary Public, State of Texas

AT&T Signature page to Non-Exclusive Communications Utility Easement Agreement

ATTACHMENT "II": AT&T UNDERGROUND TRANSCONTINENTAL UTILITY EASEMENTS (EASEMENTS G THROUGH I)



AT&T UTILITY EASEMENT "G" (CITY)



LINE TABLE:

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 11°47'40" W | 24.24' |
| L2 | N 42°47'11" W | 12.55' |
| L3 | N 18°12'20" E | 6.40' |
| L4 | S 24°34'24" E | 0.23' |
| L5 | S 11°47'40" E | 10.35' |

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS
COUNTY OF KERR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

Jeff Boerner
JEFF BOERNER, RPLS

4939
TEXAS REGISTRATION NO.



EIGHTH AVENUE
(70' RIGHT-OF-WAY)

BLOCK 47
CAMPBELL'S
ADDITION
VOL. 2, PG. 68 P.R.

THE CITY OF EL PASO
--MULTIPLE TRACTS--
DOC. NO. 20090010182 O.P.R.
DOC. NO. 20090010183 O.P.R.
DOC. NO. 20090033584 O.P.R.
DOC. NO. 20080023811 O.P.R.
DOC. NO. 20090038781 O.P.R.
DOC. NO. 20080093184 O.P.R.

SCALE: 1" = 40'

0' 40' 80' 120'

BLOCK 47
CAMPBELL'S
ADDITION
VOL. 2, PG. 68 P.R.

UNITED STATES OF
AMERICA
--MULTIPLE TRACTS--
VOL. 109, PG. 1918 O.P.R.
VOL. 125, PG. 388 O.P.R.
VOL. 126, PG. 678 O.P.R.
VOL. 133, PG. 3 O.P.R.
VOL. 136, PG. 793 O.P.R.

MESA STREET
(70' RIGHT-OF-WAY)

EAST 10' OF 20' ALLEY BLOCK 47

STANTON STREET
(VARIABLE WIDTH RIGHT-OF-WAY)

EL PASO INFRASTRUCTURE
COLLABORATIVE, L.L.C.
DOC. NO. 99018030 O.P.R.

NORTH 1/2 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

SOUTH 1/2 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

10' WIDE AT&T
TRANSCONTINENTAL
FIBER EASEMENT "G"
(CITY)

JOSE & CARMEN
SILVA

BLOCK 33
CAMPBELL'S ADDITION
AMENDING SUBDIVISION
VOL. 76, PG. 81 P.R.

NORTH PORTION OF THE
REMAINDER OF A 25'
STREET DEDICATION
CITY OF EL PASO
CALLED 0.034 ACRE
REFERENCED IN
DOC. NO. 98081293 O.P.R.

LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX#5152"
- 5/8" IRON ROD FOUND CAPPED "RODS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND
- RECORD BEARING AND/OR DISTANCE
- DOC. DOCUMENT
- O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
- NO. NUMBER
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- P.R. PLAT RECORDS OF EL PASO COUNTY
- VOL. VOLUME

- USA EASEMENT
- CITY OF EL PASO EASEMENT
- ADJOINER LINE
- BOUNDARY LINE
- EASEMENT LINE
- LOT LINE

PLAT SHOWING:

A 0.0008 OF ONE ACRE (35 SQUARE FOOT) 10' WIDE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE SOUTH 1/2 OF NINTH AVENUE, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (AT&T TRANSCONTINENTAL EASEMENT) (CITY)

EXHIBIT

OF
A 0.0008 OF ONE ACRE TRACT
35 SQUARE FEET
10' WIDE EASEMENT
(AT&T TRANSCONTINENTAL EASEMENT)

OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 10078600
874 HARPER ROAD, SUITE 104 • HEDDERSVILLE, TX 79628 • 830-856-1818

JOB No. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1

FIELD NOTES FOR A 0.0008 OF ONE ACRE (35 SQUARE FOOT)

BEING A 0.0008 OF ONE ACRE, 35 SQUARE FOOT, EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE SOUTH ½ OF NINTH AVENUE IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.0008 OF ONE ACRE, 35 SQUARE FOOT, EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

COMMENCING at a ½" iron rod capped "M Baker Jr #2118" found at the intersection of the west right-of-way line of Stanton Street (70' right-of-way at this point), with the south right-of-way line of Ninth Avenue (70' right-of-way), said point being the northeast corner of a called 0.034 of one acre recorded in Document No. 98051293, Official Public Records of El Paso County, Texas;

THENCE N 11°47'40" W, with the west right-of-way line of Stanton Street, **for a distance of 24.24'** to a calculated point for south corner and **POINT OF BEGINNING**;

THENCE N 42°47'17" W, departing the west right-of-way line of Stanton Street, over and across Ninth Avenue, **for a distance of 12.55'** to a calculated point for northwest corner in the centerline of Ninth Avenue;

THENCE N 78°12'20" E, along the centerline of Ninth Avenue, **for a distance of 6.40'** to a calculated point for northeast corner in the west right-of-way line of Stanton Street (variable width right-of-way at this point);

THENCE with the west right-of-way line of Stanton Street, the following courses and distances:

S 29°34'29" E, **for a distance of 0.23'** to a calculated point for angle;

S 11°47'40" E, **for a distance of 10.55'** to the **POINT OF BEGINNING**, **CONTAINING** 0.0008 of one acre (35 Square Feet) of land, more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.



9/12/2024

Jeff Boerner Date
Registered Professional Land Surveyor
Texas Registration No. 4939
MDS Land Surveying Company, Inc.
TBPELS Firm Registration No. 10019600



Job No. 24-025-00 City AT&T Easement G

AT&T UTILITY EASEMENT "H" (USA)



LINE TABLE:

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 10°12'20" E | 10.00' |
| L2 | S 11°47'40" E | 158.60' |
| L3 | S 50°24'44" E | 21.04' |
| L4 | S 67°22'42" E | 24.53' |
| L5 | S 74°59'21" E | 35.88' |
| L6 | S 64°47'56" E | 18.80' |
| L7 | S 48°37'34" E | 18.08' |
| L8 | S 42°47'11" E | 61.80' |
| L9 | S 11°24'05" E | 6.56' |
| L10 | S 24°34'24" E | 4.86' |
| L11 | S 78°12'20" W | 6.40' |
| L12 | N 42°47'11" W | 68.33' |
| L13 | N 48°37'34" W | 16.15' |
| L14 | N 64°47'56" W | 16.05' |
| L15 | N 74°59'21" W | 35.65' |
| L16 | N 67°22'42" W | 32.13' |
| L17 | N 50°24'44" W | 10.01' |
| L18 | N 11°47'40" W | 16.02' |

GENERAL NOTES:

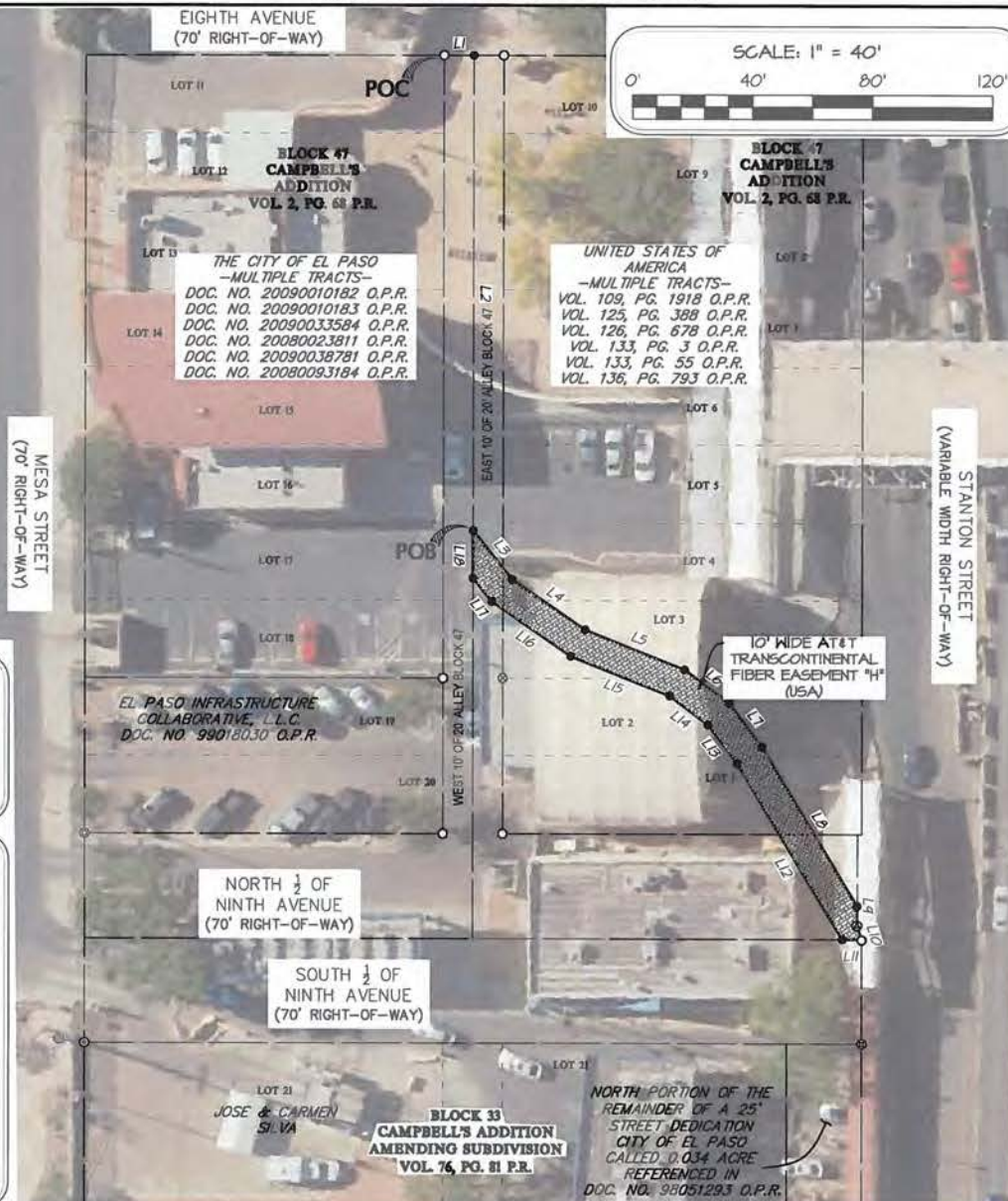
1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS §
COUNTY OF KERR §

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

Jeff Boerner
JEFF BOERNER, RPLS
4939
TEXAS REGISTRATION NO.



SCALE: 1" = 40'



LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX#5152"
- 5/8" IRON ROD FOUND CAPPED "RODS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND
- () RECORD BEARING AND/OR DISTANCE
- DOC. DOCUMENT
- O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
- NO. NUMBER
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- P.R. PLAT RECORDS OF EL PASO COUNTY
- VOL. VOLUME

- USA EASEMENT
- CITY OF EL PASO EASEMENT
- ADJOINER LINE
- BOUNDARY LINE
- EASEMENT LINE
- LOT LINE

PLAT SHOWING:

A 0.042 OF ONE ACRE (1848 SQUARE FOOT) 10' WIDE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE EAST 10' OF A 20' ALLEY, A PORTION OF LOTS 1-4, BLOCK 47, AND A PORTION OF THE NORTH 1/2 OF NINTH AVENUE, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (AT&T TRANSCONTINENTAL FIBER EASEMENT) (USA)

EXHIBIT

OF
A 0.042 OF ONE ACRE TRACT
1848 SQUARE FEET
10' WIDE EASEMENT
(AT&T TRANSCONTINENTAL EASEMENT)

OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.
ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 10078600
874 HAMPER ROAD, SUITE 104 • HERRINVILLE, TX 79028 • 830-415-1818
JOB No. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1

FIELD NOTES FOR A 0.042 OF ONE ACRE (1848 SQUARE FOOT)

BEING 0.042 OF ONE ACRE (1848 SQUARE FOOT) 10' WIDE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE EAST 10' OF A 20' ALLEY, A PORTION OF LOTS 1-4, BLOCK 47, AND A PORTION OF THE NORTH 1/2 OF NINTH AVENUE, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.042 OF ONE ACRE, 1848 SQUARE FOOT, EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

COMMENCING at a "PK" nail with "MDS" shiner found at the intersection of the west line of the 20' Alley, with the south right-of-way line of Eighth Avenue (70' right-of-way), said point being the northeast corner of Lot 11, Block 47, Campbell's Addition;

THENCE N 78°12'20" E, with the south right-of-way line of Eighth Street, **a distance of 10.00'** to a calculated point in the centerline of said 20' Alley;

THENCE S 11°47'40" E, departing the south right-of-way line of Eighth Street, with the centerline of said 20' Alley, **a distance of 158.60'** to a calculated point for the **POINT OF BEGINNING**;

THENCE departing the centerline of said 20' Alley, over and across the east 10' of said Alley, and a portion of Lots 4, 3, 2, and 1, Block 47, and a portion of the north 1/2 of Ninth Avenue, the following courses and distances:

- **S 50°24'49" E**, **a distance of 21.04'** to a calculated point for angle;
- **S 67°22'42" E**, **a distance of 29.53'** to a calculated point for angle;
- **S 79°59'21" E**, **a distance of 35.88'** to a calculated point for angle;
- **S 64°47'56" E**, **a distance of 18.80'** to a calculated point for angle;
- **S 48°37'34" E**, **a distance of 18.08'** to a calculated point for angle;
- **S 42°47'17" E**, **a distance of 61.80'** to a calculated point for angle in the west right-of-way line of Stanton Street (variable width right-of-way);

THENCE with the west right-of-way line of Stanton Street, the following courses and distances:

- **S 11°29'05" E**, **a distance of 6.56'** to a 1/2" iron rod capped "Tx#5152" found for angle;
- **S 29°34'29" E**, **a distance of 4.86'** to a "PK" nail with "MDS" shiner found for corner at the intersection of the west right-of-way line of Stanton Street, with the centerline of Ninth Avenue (70' right-of-way);

THENCE S 78°12'20" W, departing the west right-of-way line of Stanton Street, with the centerline of Ninth Avenue, **a distance of 6.40'** to a calculated point for corner;

THENCE departing the centerline of Ninth Avenue, over and across the north 1/2 of Ninth Avenue, and a portion of Lots 1, 2, 3, and 4, Block 47, and a portion of the east 10' of the said 20' Alley, the following courses and distances:

- **N 42°47'17" W**, **a distance of 68.33'** to a calculated point for angle;

- **N 48°37'34" W, a distance of 16.15' to a calculated point for angle;**
- **N 64°47'56" W, a distance of 16.05' to a calculated point for angle;**
- **N 79°59'21" W, a distance of 35.65' to a calculated point for angle;**
- **N 67°22'42" W, a distance of 32.13' to a calculated point for angle;;**
- **N 50°24'49" W, a distance of 10.01' to a calculated point for corner in the centerline of the 20' Alley;**

THENCE N 11°47'40" W, with the centerline of the 20' Alley, a distance of 16.02' to the POINT OF BEGINNING, CONTAINING 0.042 of one acre (1848 Square Feet) of land, more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.

9/12/2024

Jeff Boerner

Date

Registered Professional Land Surveyor

Texas Registration No. 4939

MDS Land Surveying Company, Inc.

TBPELS Firm Registration No. 10019600



Job No. 24-025-00 USA AT&T Easement H

AT&T UTILITY EASEMENT "I" (CITY)



LINE TABLE:

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 18°12'20" E | 10.00' |
| L2 | S 11°47'40" E | 174.62' |
| L3 | S 18°12'20" W | 10.00' |
| L4 | N 11°47'40" W | 174.62' |

GENERAL NOTES:

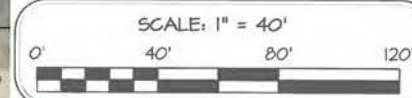
- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
- DISTANCES SHOWN HEREON ARE GRID VALUES.
- FIELD SURVEY COMPLETED IN MAY OF 2023.
- VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
- A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS §
COUNTY OF KERR §

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

JEFF BOERNER, RPLS
4939
TEXAS REGISTRATION NO.



LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX#8152"
- 5/8" IRON ROD FOUND CAPPED "RODS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND
- () RECORD BEARING AND/OR DISTANCE
- DOC. DOCUMENT
- O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
- NO. NUMBER
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- P.R. PLAT RECORDS OF EL PASO COUNTY
- VOL. VOLUME

- USA EASEMENT
- CITY OF EL PASO EASEMENT
- ADJOINER LINE
- BOUNDARY LINE
- EASEMENT LINE
- LOT LINE

PLAT SHOWING:

A 0.040 OF ONE ACRE (1746 SQUARE FOOT) 10' WIDE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' ALLEY, BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (AT&T TRANSCONTINENTAL FIBER EASEMENT) (CITY)

EXHIBIT

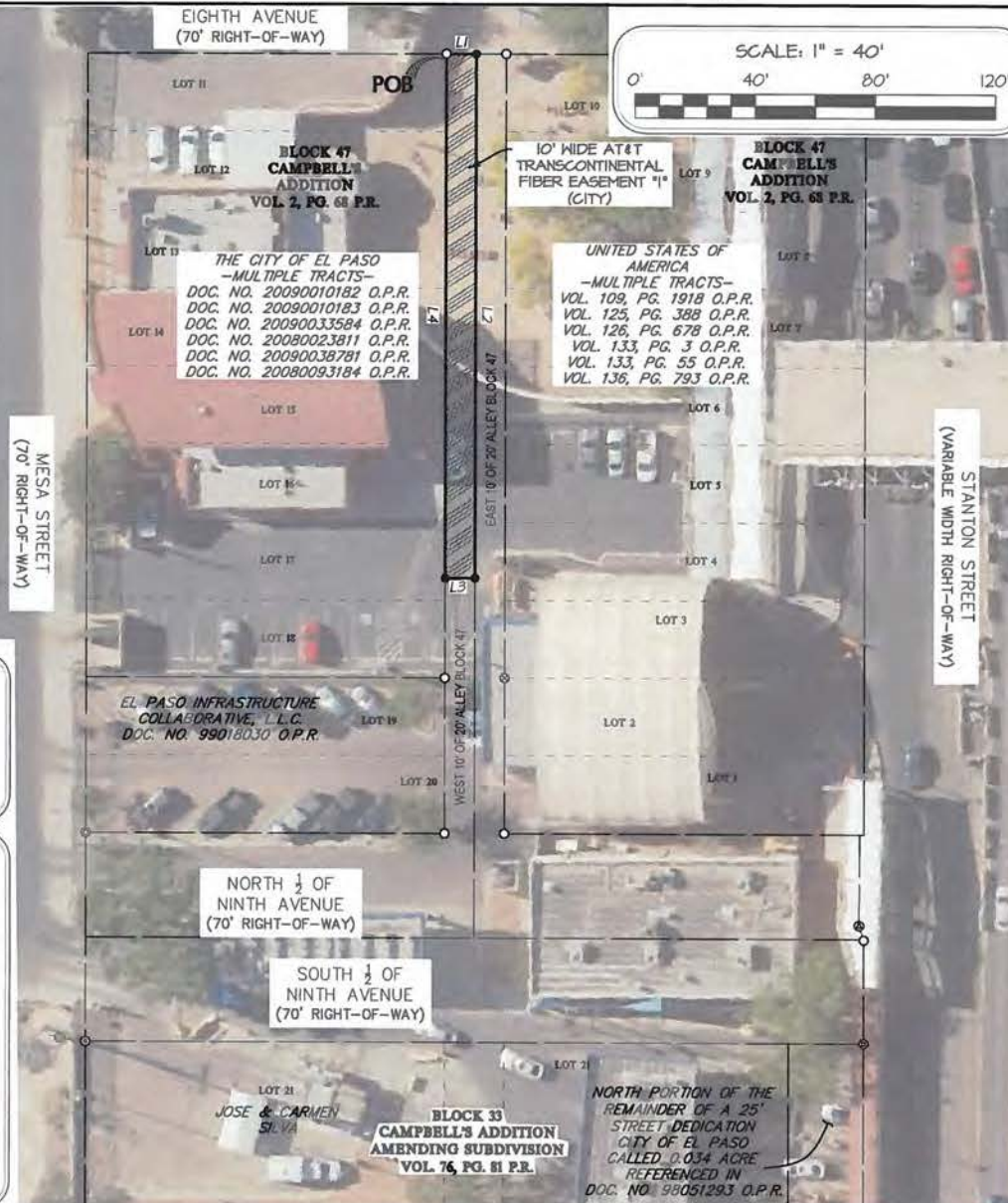
OF
A 0.040 OF ONE ACRE TRACT
1746 SQUARE FEET
10' WIDE EASEMENT
(AT&T TRANSCONTINENTAL EASEMENT)

OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 10078800
874 HARRIS ROAD, SUITE 104 • REDDICKVILLE, TX 79528 • 830-916-1818

JOB NO. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1



FIELD NOTES FOR A 0.040 OF ONE ACRE (1746 SQUARE FOOT)

BEING A 0.040 OF ONE ACRE (1746 SQUARE FOOT) 10' WIDE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' ALLEY, BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.040 OF ONE ACRE, 1746 SQUARE FOOT, EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

BEGINNING at a "PK" nail with "MDS" shiner found at the intersection of the west line of the 20' Alley, with the south right-of-way line of Eighth Avenue (70' right-of-way), said point being the northeast corner of Lot 11, Block 47, Campbell's Addition;

THENCE N 78°12'20" E, with the south right-of-way line of Eighth Street, a distance of 10.00' to a calculated point for northeast corner in the centerline of said 20' Alley;

THENCE S 11°47'40" E, departing the south right-of-way line of Eighth Street, with the centerline of said 20' Alley, a distance of 174.62' to a calculated point for southeast corner;

THENCE S 78°12'20" W, departing the centerline of the 20' Alley, over and across the west 10' of said 20' Alley, a distance of 10.00' to a calculated point for southwest corner in the west line of the 20' Alley, and the east line of Lot 17, Block 47;

THENCE N 11°47'40" W, with the west line of the said 20' Alley, and the east line of Lots 17, 16, 15, 14, 13, 12, and 11, Block 47, a distance of 174.62' to the **POINT OF BEGINNING**, CONTAINING 0.040 of one acre (1746 Square Feet) of land, more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.



9/12/2024

Jeff Boerner Date
Registered Professional Land Surveyor
Texas Registration No. 4939
MDS Land Surveying Company, Inc.
TBPELS Firm Registration No. 10019600

Job No. 24-025-00 City AT&T Easement I



ATTACHMENT "I": AT&T OVERHEAD AND UNDERGROUND UTILITY EASEMENTS (EASEMENTS A THROUGH F)



MESA STREET
(70' RIGHT-OF-WAY)

EIGHTH AVENUE
(70' RIGHT-OF-WAY)

SCALE: 1" = 40'



COVER SHEET

FOR A

A 0.068 OF ONE ACRE EASEMENT
2950 SQUARE FEET

10' OVERHEAD UTILITY EASEMENT "A"
(UNITED STATES OF AMERICA)

AND A

A 0.008 OF ONE ACRE EASEMENT
350 SQUARE FEET

10' OVERHEAD UTILITY EASEMENT "B"
(JOSE AND CARMEN SILVA)

AND A

A 0.006 OF ONE ACRE EASEMENT
260 SQUARE FEET

10' UNDERGROUND UTILITY EASEMENT "C"
(CITY OF EL PASO)

AND A

A 0.004 OF ONE ACRE EASEMENT
175 SQUARE FEET

5' UNDERGROUND UTILITY EASEMENT "D"
(JOSE AND CARMEN SILVA)

AND A

A 0.019 OF ONE ACRE EASEMENT
813 SQUARE FEET

5' UNDERGROUND UTILITY EASEMENT "E"
(EL PASO INFRASTRUCTURE COLLABORATIVE)

AND A

A 0.008 OF ONE ACRE EASEMENT
361 SQUARE FEET

5' UNDERGROUND UTILITY EASEMENT "F"
(UNITED STATES OF AMERICA)

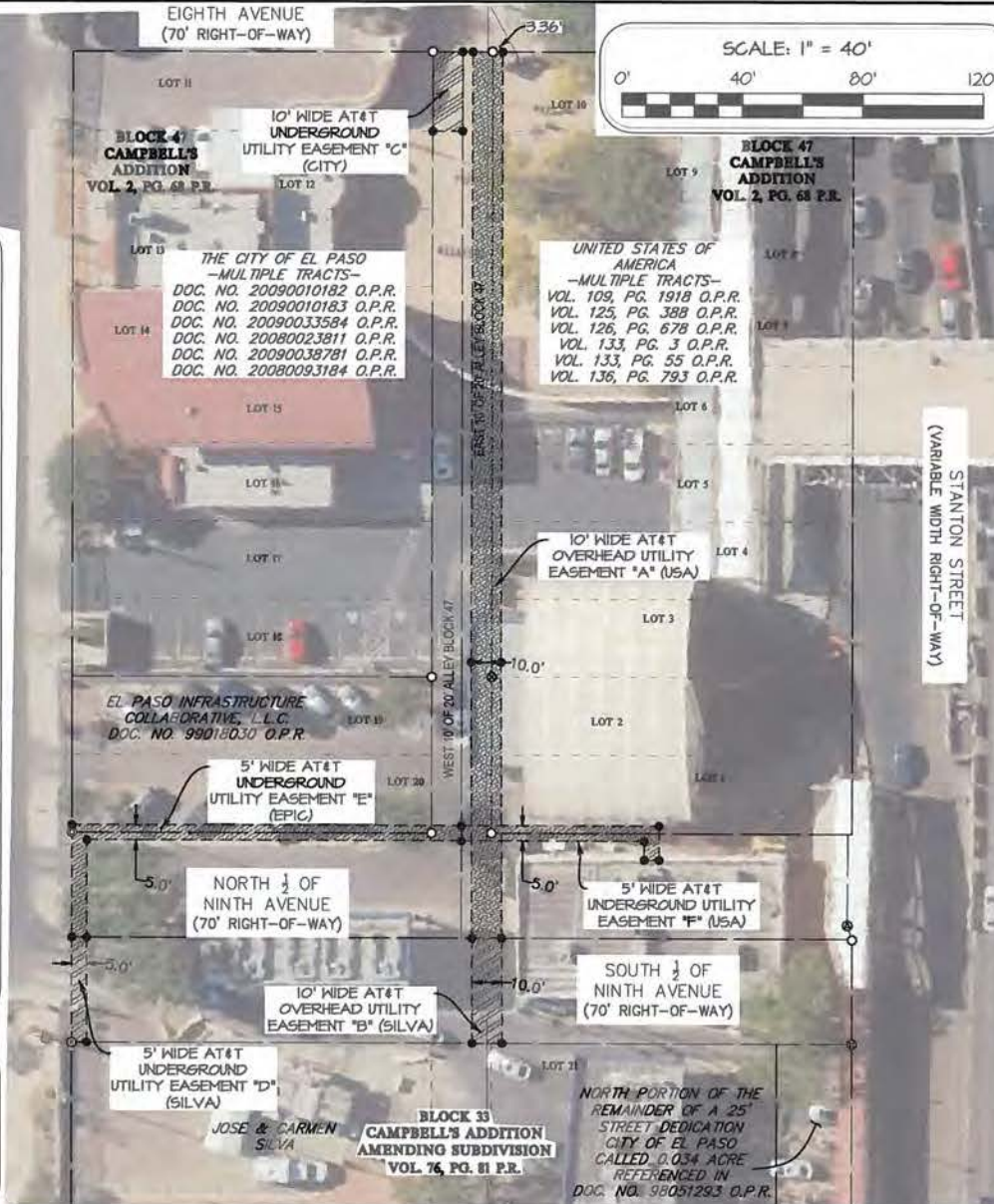
OUT OF THE

J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 107090
874 HARPER ROAD, SUITE 104 • KENNESAW, TX 78028 • 830-616-1818

JOB No. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1



LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX#5132"
- 5/8" IRON ROD FOUND CAPPED "RODS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND

()
DOC. DOCUMENT
O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
NO. NUMBER
PG. PAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCING
P.R. PLAT RECORDS OF EL PASO COUNTY
VOL. VOLUME

- EPIC EASEMENT
- SILVA EASEMENT
- USA EASEMENT
- CITY OF EL PASO EASEMENT
- ADJOINER LINE
- BOUNDARY LINE
- EASEMENT LINE
- LOT LINE

PLAT SHOWING:

A 0.068 OF ONE ACRE (2950 SQUARE FOOT) 10' WIDE OVERHEAD UTILITY EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE EAST 10' OF A 20' ALLEY, A PORTION OF THE NORTH 1/2 OF NINTH AVENUE, AND A PORTION OF LOTS 1-10, BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (USA EASEMENT "A")

AND

A 0.008 OF ONE ACRE (350 SQUARE FOOT) 10' WIDE OVERHEAD UTILITY EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE SOUTH 1/2 OF NINTH AVENUE, BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (SILVA EASEMENT "B")

AND

A 0.006 OF ONE ACRE (260 SQUARE FOOT) 10' WIDE UNDERGROUND UTILITY EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' ALLEY, BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (CITY EASEMENT "C")

AND

A 0.004 OF ONE ACRE (175 SQUARE FOOT) 5' WIDE UNDERGROUND UTILITY EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE SOUTH 1/2 OF NINTH AVENUE, BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (SILVA EASEMENT "D")

AND

A 0.019 OF ONE ACRE (813 SQUARE FOOT) 5' WIDE UNDERGROUND UTILITY EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' ALLEY, A PORTION OF LOT 20, BLOCK 47, AND A PORTION OF THE NORTH 1/2 OF NINTH STREET, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (EPIC EASEMENT "E")

AND

A 0.008 OF ONE ACRE (361 SQUARE FOOT) 5' WIDE UNDERGROUND UTILITY EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE EAST 10' OF A 20' ALLEY, A PORTION OF THE NORTH 1/2 OF NINTH AVENUE, AND A PORTION OF LOT 1 BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (USA EASEMENT "F")

AT&T UTILITY EASEMENT "A" (USA)



LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 10°12'20" E | 13.37' |
| L2 | N 10°12'20" E | 10.00' |
| L3 | S 10°12'20" W | 10.00' |

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SURVEYOR'S AFFIRMATION:

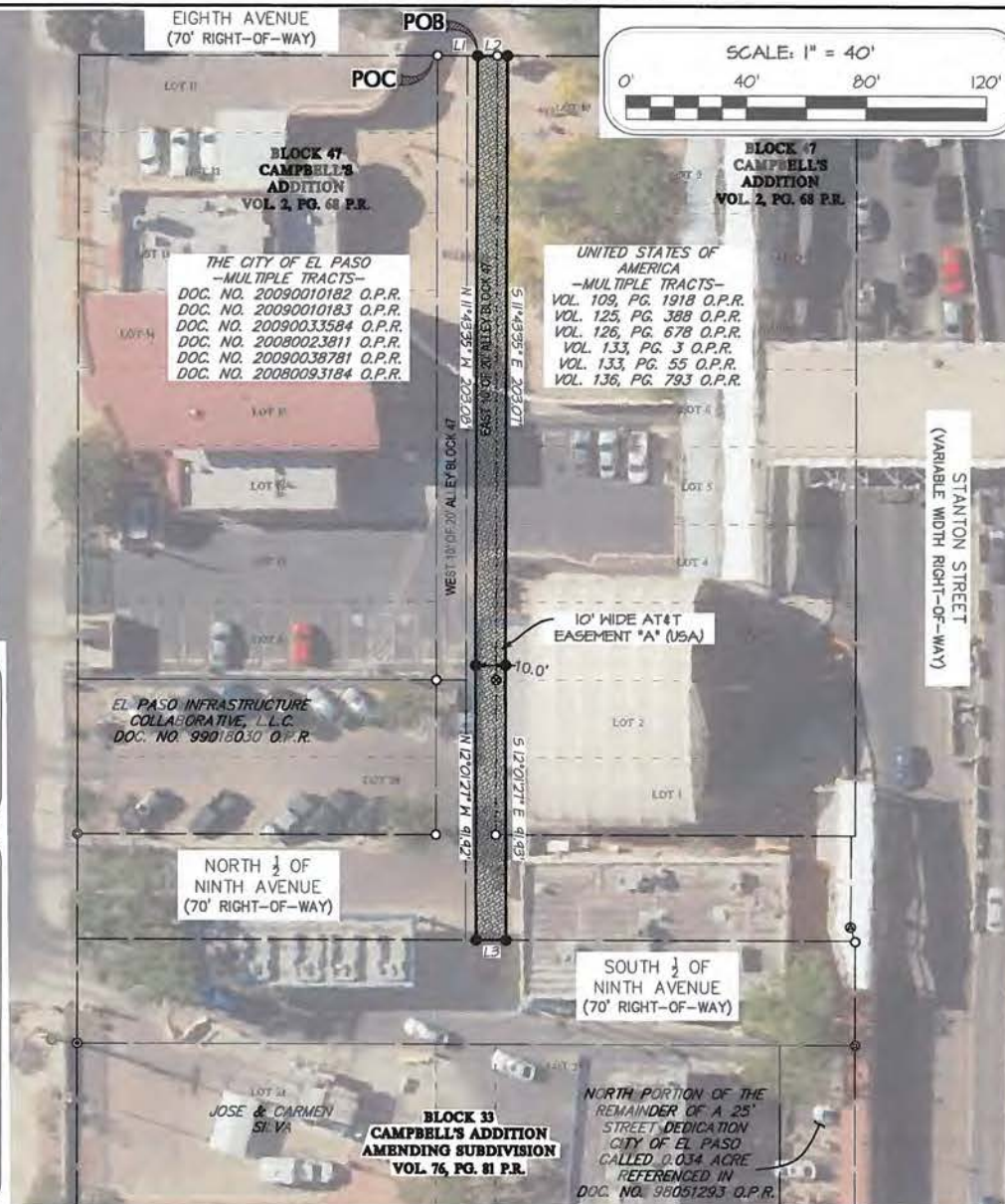
STATE OF TEXAS §
COUNTY OF KERR §

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

Jeff Boerner
JEFF BOERNER, RPLS
4939
TEXAS REGISTRATION NO.



MESA STREET
(70' RIGHT-OF-WAY)



SCALE: 1" = 40'

0' 40' 80' 120'

LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX#5152"
- 5/8" IRON ROD FOUND CAPPED "RODS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND
- 1/2" IRON ROD FOUND
- () RECORD BEARING AND/OR DISTANCE
- DOC. DOCUMENT
- O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
- NO. NUMBER
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- P.R. PLAT RECORDS OF EL PASO COUNTY
- VOL. VOLUME

USA EASEMENT

ADJOINER LINE
BOUNDARY LINE
EASEMENT LINE
LOT LINE

PLAT SHOWING:

A 0.068 OF ONE ACRE (2950 SQUARE FEET) 10' WIDE EASEMENT LOCATED IN THE 4 MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON THE EAST 10' OF A 20' ALLEY, AND A PORTION OF LOTS 1-10, BLOCK 47, AND A PORTION OF THE NORTH 1/2 OF NINTH AVENUE, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 88, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (EASEMENT "A" USA)

EXHIBIT

OF
A 0.068 OF ONE ACRE TRACT
2950 SQUARE FEET
10' WIDE AT&T EASEMENT "A"
(USA)

OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 10078800
874 HAMPER ROAD, SUITE 104 • KERRVILLE, TX 78603 • 830-816-1818

JOB No. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1

**FIELD NOTES FOR A 0.068 OF ONE ACRE (2950 SQUARE FOOT)
10' EASEMENT**

BEING A 0.068 OF ONE ACRE, 2950 SQUARE FOOT, 10' EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE EAST 10' OF A 20' WIDE ALLEY IN BLOCK 47, AND A PORTION OF LOTS 1-10, BLOCK 47, AND A PORTION OF THE NORTH 1/2 OF NINTH AVENUE, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.068 OF ONE ACRE, 2950 SQUARE FOOT, 10' EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

COMMENCING at a "PK" nail with "MDS" shiner found in the south right-of-way line of Eighth Avenue (70' right-of-way), at the northwest corner the 20' Alley, and the northeast corner of Lot 11, Block 47;

THENCE N 78°12'20" E, with the south right-of-way line of Eighth Avenue, **for a distance of 13.37'** to a calculated point for northwest corner and the **POINT OF BEGINNING**;

THENCE N 78°12'20" E, with the south right-of-way line of Eighth Avenue, at a distance of 6.63' pass a "PK" nail with "MDS" shiner found at the northeast corner of the 20' Alley, and the northwest corner of Lot 10, Block 47, **continuing for a total distance of 10.00'** to a calculated point for northeast corner;

THENCE departing the south right-of-way line of Eighth Avenue, and the north line of Lot 10, Block 47, over and across Lots 10 through 1, Block 47, and a portion of the north 1/2 of Ninth Street, the following courses and distances:

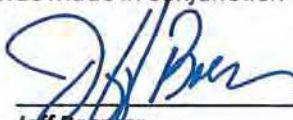
- **S 11°43'35" E**, a distance of **203.07'** to a calculated point for angle;
- **S 12°01'27" E**, a distance of **91.93'** to a calculated point for southeast corner in the centerline of Ninth Avenue;

THENCE S 78°12'20" W, with the centerline of Ninth Avenue, a distance of **10.00'** to a calculated point for southwest corner;

THENCE departing the centerline of Ninth Avenue, the following courses and distances:

- **N 12°01'27" W**, a distance of **91.92'** to a 1/2" iron rod found capped "TX#5152" for angle;
- **N 11°43'35" W**, a distance of **203.08'** to the **POINT OF BEGINNING**, **CONTAINING** 0.068 of one acre (2950 Square Feet), more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.


9/12/2024
Jeff Boerner Date
Registered Professional Land Surveyor
Texas Registration No. 4939
MDS Land Surveying Company, Inc.
TBPELS Firm Registration No. 10019600



Job No. 24-025-00 AT&T Easement "A" USA

AT&T UTILITY EASEMENT "B" (SILVA)



EIGHTH AVENUE
(70' RIGHT-OF-WAY)

SCALE: 1" = 40'



**BLOCK 47
CAMPELL'S
ADDITION
VOL. 2, PG. 68 P.R.**

THE CITY OF EL PASO
--MULTIPLE TRACTS--
DOC. NO. 20090010182 O.P.R.
DOC. NO. 20090010183 O.P.R.
DOC. NO. 20090033584 O.P.R.
DOC. NO. 20080023811 O.P.R.
DOC. NO. 20090038781 O.P.R.
DOC. NO. 20080093184 O.P.R.

**BLOCK 47
CAMPELL'S
ADDITION
VOL. 2, PG. 68 P.R.**

UNITED STATES OF
AMERICA
--MULTIPLE TRACTS--
VOL. 109, PG. 1918 O.P.R.
VOL. 125, PG. 388 O.P.R.
VOL. 126, PG. 678 O.P.R.
VOL. 133, PG. 3 O.P.R.
VOL. 136, PG. 793 O.P.R.

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 78°12'20" E | 133.64' |
| L2 | N 78°12'20" E | 10.00' |
| L3 | S 78°12'20" W | 10.00' |

**BLOCK 46
CAMPELL'S
ADDITION
VOL. 2, PG. 68 P.R.**

MESA STREET
(70' RIGHT-OF-WAY)

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS §
COUNTY OF KERR §

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

Jeff Boerner
JEFF BOERNER, RPLS
4939
TEXAS REGISTRATION NO.



EL PASO INFRASTRUCTURE
COLLABORATIVE, L.L.C.
DOC. NO. 99018030 O.P.R.

NORTH ½ OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

10' WIDE AT&T
EASEMENT "B"
(SILVA)

SOUTH ½ OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

**BLOCK 33
CAMPELL'S ADDITION
AMENDING SUBDIVISION
VOL. 76, PG. 81 P.R.**

NORTH PORTION OF THE
REMAINDER OF A 25'
STREET DEDICATION
CITY OF EL PASO
CALLED 0.034 ACRE
REFERENCED IN
DOC. NO. 98051293 O.P.R.

LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX#5152"
- 5/8" IRON ROD FOUND CAPPED "RODS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND
- () RECORD BEARING AND/OR DISTANCE
- DOC. DOCUMENT
- O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
- NO. NUMBER
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- P.R. PLAT RECORDS OF EL PASO COUNTY
- VOL. VOLUME

SILVA EASEMENT

ADJOINER LINE
 BOUNDARY LINE
 EASEMENT LINE
 LOT LINE

PLAT SHOWING:

A 0.008 OF ONE ACRE (350 SQUARE FOOT) 10' WIDE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE SOUTH ½ OF NINTH AVENUE (70' RIGHT-OF-WAY), BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (EASEMENT "B" SILVA)

EXHIBIT

OF
**A 0.008 OF ONE ACRE TRACT
350 SQUARE FEET
10' AT&T EASEMENT "B"
(JOSE AND CARMEN SILVA)**

OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

**MDS LAND SURVEYING
COMPANY, INC.**

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC

TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 10078800

871 HANCOCK ROAD, SUITE 104 • KERRVILLE, TX 78601 • 830-416-1919

JOB No. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1

FIELD NOTES FOR A 0.008 OF ONE ACRE (350 SQUARE FOOT) 10' EASEMENT

BEING A 0.008 OF ONE ACRE, 350 SQUARE FOOT, 10' EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE SOUTH 1/2 OF NINTH AVENUE IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.008 OF ONE ACRE, 350 SQUARE FOOT, 10' EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

COMMENCING at a 5/8" iron rod capped "RODS" found at the intersection of the east right-of-way line of Mesa Street (70' right-of-way), with the south right-of-way line of Ninth Avenue (70' right-of-way), said point being the northwest corner of Lot 21, Block 33, Campbell's Addition, Amending Subdivision, recorded in Volume 76, Page 81, Plat Records of El Paso County, Texas;

THENCE N 78°12'20" E, along the south right-of-way line of Ninth Avenue, and the north line of Lot 21, Block 33, **for a distance of 133.64'** to a calculated point for southwest corner and the **POINT OF BEGINNING**;

THENCE N 11°47'40" W, departing the south right-of-way line of Ninth Avenue, and the north line of Lot 21, Block 33, over and across Ninth Avenue, **for a distance of 35.00'** to a calculated point for northwest corner in the centerline of Ninth Avenue;

THENCE N 78°12'20" E, along the centerline of Ninth Avenue, **for a distance of 10.00'** to a calculated point for northeast corner;

THENCE S 11°47'40" E, departing the centerline of Ninth Avenue, over and across Ninth Avenue, **for a distance of 35.00'** to a calculated point for southeast corner in the south right-of-way line of Ninth Avenue, and the north line of the Lot 21, Block 33;

THENCE S 78°12'20" W, along the north line of Lot 21, Block 33, and the south right-of-way line of Ninth Avenue, **for a distance of 10.00'** to the **POINT OF BEGINNING**, **CONTAINING** 0.008 of one acre (350 Square Feet) of land, more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.



9/12/2024

Jeff Boerner Date
Registered Professional Land Surveyor
Texas Registration No. 4939
MDS Land Surveying Company, Inc.
TBPELS Firm Registration No. 10019600



Job No. 24-025-00 AT&T Easement "B" Silva

AT&T UTILITY EASEMENT "C" (CITY)



EIGHTH AVENUE
(70' RIGHT-OF-WAY)

POB

SCALE: 1" = 40'



LEGEND:

- ⊙ 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- ⊙ 1/2" IRON ROD FOUND CAPPED "TX#5152"
- ⊙ 5/8" IRON ROD FOUND CAPPED "ROOS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MOS" SHINER FOUND
- ⊙ SCRIBED "X" FOUND
- () RECORD BEARING AND/OR DISTANCE
- DOC. DOCUMENT
- O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
- NO. NUMBER
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- P.R. PLAT RECORDS OF EL PASO COUNTY
- VOL. VOLUME

CITY EASEMENT

----- ADJOINER LINE
----- BOUNDARY LINE
----- EASEMENT LINE
----- LOT LINE

PLAT SHOWING:

A 0.006 OF ONE ACRE (260 SQUARE FOOT) 10' WIDE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' ALLEY SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (EASEMENT "C" CITY)

EXHIBIT

OF
A 0.006 OF ONE ACRE TRACT
260 SQUARE FEET
10' AT&T EASEMENT "C"
(CITY OF EL PASO)

OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 10018600
874 HARPER ROAD, SUITE 104 • KERRVILLE, TX 78028 • 830-619-1818

JOB No. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 78°12'20" E | 10.00' |
| L2 | S 78°12'20" W | 10.00' |

MESA STREET
(70' RIGHT-OF-WAY)

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS §
COUNTY OF KERR §

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

JEFF BOERNER, RPLS
4939
TEXAS REGISTRATION NO.



LOT 11
BLOCK 47
CAMPBELL'S
ADDITION
VOL. 2, PG. 68 P.R.

10' WIDE AT&T
EASEMENT "C"
(CITY)

THE CITY OF EL PASO
-MULTIPLE TRACTS-
DOC. NO. 20090010182 O.P.R.
DOC. NO. 20090010183 O.P.R.
DOC. NO. 20090033584 O.P.R.
DOC. NO. 20080023811 O.P.R.
DOC. NO. 20080038781 O.P.R.
DOC. NO. 20080093184 O.P.R.

UNITED STATES OF
AMERICA
-MULTIPLE TRACTS-
VOL. 109, PG. 1918 O.P.R.
VOL. 125, PG. 388 O.P.R.
VOL. 126, PG. 678 O.P.R.
VOL. 133, PG. 3 O.P.R.
VOL. 133, PG. 55 O.P.R.
VOL. 136, PG. 793 O.P.R.

EL PASO INFRASTRUCTURE
COLLABORATIVE, L.L.C.
DOC. NO. 99018030 O.P.R.

NORTH 1/2 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

SOUTH 1/2 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

LOT 24
JOSE & CARMEN
SILVA

BLOCK 33
CAMPBELL'S ADDITION
AMENDING SUBDIVISION
VOL. 76, PG. 81 P.R.

NORTH PORTION OF THE
REMAINDER OF A 25'
STREET DEDICATION
CITY OF EL PASO
CALLED 0.004 ACRE
REFERENCED IN
DOC. NO. 98051293 O.P.R.

STANTON STREET
(VARIABLE WIDTH RIGHT-OF-WAY)

**FIELD NOTES FOR A 0.006 OF ONE ACRE (260 SQUARE FOOT)
10' EASEMENT**

BEING A 0.006 OF ONE ACRE, 260 SQUARE FOOT, 10' EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' WIDE ALLEY IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.006 OF ONE ACRE, 260 SQUARE FOOT, 10' EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

BEGINNING at a "PK" nail with "MDS" shiner found at the intersection of the west line the 20' Alley Block 47, with the south right-of-way line of Eighth Avenue (70' Right-of-Way), said point also being the northeast corner of Lot 11, Block 47, Campbell's Addition, recorded in Volume 2, Page 68, Plat Records of El Paso County, Texas;

THENCE N 78°12'20" E, along the north line of said 20' Alley, and the south right-of-way of Eighth Avenue, **for a distance of 10.00'** to a calculated point for northeast corner at the intersection of the centerline of the 20' Alley, with the south right-of-way line of Eighth Avenue;

THENCE S 11°47'40" E, departing the south right-of-way line of Eighth Avenue, with the centerline of the 20' Alley, **for a distance of 26.00'** to a calculated point for southeast corner;

THENCE S 78°12'20" W, over and across the 20' Alley, **for a distance of 10.00'** to a calculated point for southwest corner in the west line of the 20' Alley, in the east line of Lot 11, Block 47, Campbell's Addition;

THENCE N 11°47'40" W, along the west line of the 20' Alley, and the east line of Lot 11, Block 47, Campbell's Addition, **for a distance of 26.00'** to the **POINT OF BEGINNING**, **CONTAINING 0.006** of one acre (260 Square Feet) of land, more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.



9/12/2024

Jeff Boerner Date
Registered Professional Land Surveyor
Texas Registration No. 4939
MDS Land Surveying Company, Inc.
TBPELS Firm Registration No. 10019600



Job No. 24-025-00 AT&T Easement "C" CITY

AT&T UTILITY EASEMENT "D" (SILVA)



LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 78°12'20" E | 5.00' |
| L2 | S 78°12'20" W | 5.00' |

SCALE: 1" = 40'



LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX#5152"
- 5/8" IRON ROD FOUND CAPPED "RODS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND
- () RECORD BEARING AND/OR DISTANCE
- DOC. DOCUMENT
- O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
- NO. NUMBER
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- P.R. PLAT RECORDS OF EL PASO COUNTY
- VOL. VOLUME
- ▨ SILVA EASEMENT
- ADJOINER LINE
- BOUNDARY LINE
- - - EASEMENT LINE
- - - LOT LINE

PLAT SHOWING:

A 0.004 OF ONE ACRE (175 SQUARE FOOT) 5' WIDE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE SOUTH 1/4 OF NINTH AVENUE (70' RIGHT-OF-WAY), BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (EASEMENT "D" SILVA)

EXHIBIT

OF
A 0.004 OF ONE ACRE TRACT
175 SQUARE FEET
5' AT&T EASEMENT "D"
(JOSE AND CARMEN SILVA)

OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 1207560-0
874 HARKER ROAD, SUITE 104 • KERRVILLE, TX 78028 • 830-895-1818

JOB No. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS
COUNTY OF KERR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

JEFF BOERNER, RPLS

4939
TEXAS REGISTRATION NO.



EIGHTH AVENUE
(70' RIGHT-OF-WAY)

BLOCK 47
CAMPBELL'S
ADDITION
VOL. 2, PG. 68 P.R.

THE CITY OF EL PASO
-MULTIPLE TRACTS-
DOC. NO. 20090010182 O.P.R.
DOC. NO. 20090010183 O.P.R.
DOC. NO. 20090033584 O.P.R.
DOC. NO. 20080023811 O.P.R.
DOC. NO. 20080038781 O.P.R.
DOC. NO. 20080093184 O.P.R.

BLOCK 47
CAMPBELL'S
ADDITION
VOL. 2, PG. 68 P.R.

UNITED STATES OF
AMERICA
-MULTIPLE TRACTS-
VOL. 109, PG. 1918 O.P.R.
VOL. 125, PG. 388 O.P.R.
VOL. 126, PG. 678 O.P.R.
VOL. 133, PG. 3 O.P.R.
VOL. 133, PG. 55 O.P.R.
VOL. 136, PG. 793 O.P.R.

MESA STREET
(70' RIGHT-OF-WAY)

STANTON STREET
(VARIABLE WIDTH RIGHT-OF-WAY)

EL PASO INFRASTRUCTURE
COLLABORATIVE, L.L.C.
DOC. NO. 99016030 O.P.R.

NORTH 1/4 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

SOUTH 1/4 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

5' WIDE AT&T
EASEMENT "D"
(SILVA)

JOSE & CARMEN
SILVA

BLOCK 33
CAMPBELL'S ADDITION
AMENDING SUBDIVISION
VOL. 76, PG. 81 P.R.

NORTH PORTION OF THE
REMAINDER OF A 25'
STREET DEDICATION
CITY OF EL PASO
CALLED 0.034 ACRE
REFERENCED IN
DOC. NO. 98051293 O.P.R.

**FIELD NOTES FOR A 0.004 OF ONE ACRE (175 SQUARE FOOT)
5' EASEMENT**

BEING A 0.004 OF ONE ACRE, 175 SQUARE FOOT, 5' EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE SOUTH 1/2 OF NINTH AVENUE IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.004 OF ONE ACRE, 175 SQUARE FOOT, 5' EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

BEGINNING at a 5/8" iron rod capped "RODS" found at the intersection of the east right-of-way line of Mesa Street (70' right-of-way), with the south right-of-way line of Ninth Avenue (70' right-of-way), said point being the northwest corner of Lot 21, Block 33, Campbell's Addition, Amending Subdivision, recorded in Volume 76, Page 81, Plat Records of El Paso County, Texas;

THENCE N 11°47'40" W, with the east right-of-way line of Mesa Street, **for a distance of 35.00'** to a calculated point for northwest corner at the intersection of the east right-of-way line of Mesa Street, with the centerline of Ninth Avenue;

THENCE N 78°12'20" E, along the centerline of Ninth Avenue, **for a distance of 5.00'** to a calculated point for northeast corner;

THENCE S 11°47'40" E, departing the centerline of Ninth Avenue, over and across Ninth Avenue, **for a distance of 35.00'** to a calculated point for southeast corner in the south right-of-way line of Ninth Avenue, and the north line of the Lot 21, Block 33;

THENCE S 78°12'20" W, along the north line of Lot 21, Block 33, and the south right-of-way line of Ninth Avenue, **for a distance of 5.00'** to the **POINT OF BEGINNING, CONTAINING 0.004** of one acre (175 Square Feet) of land, more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.



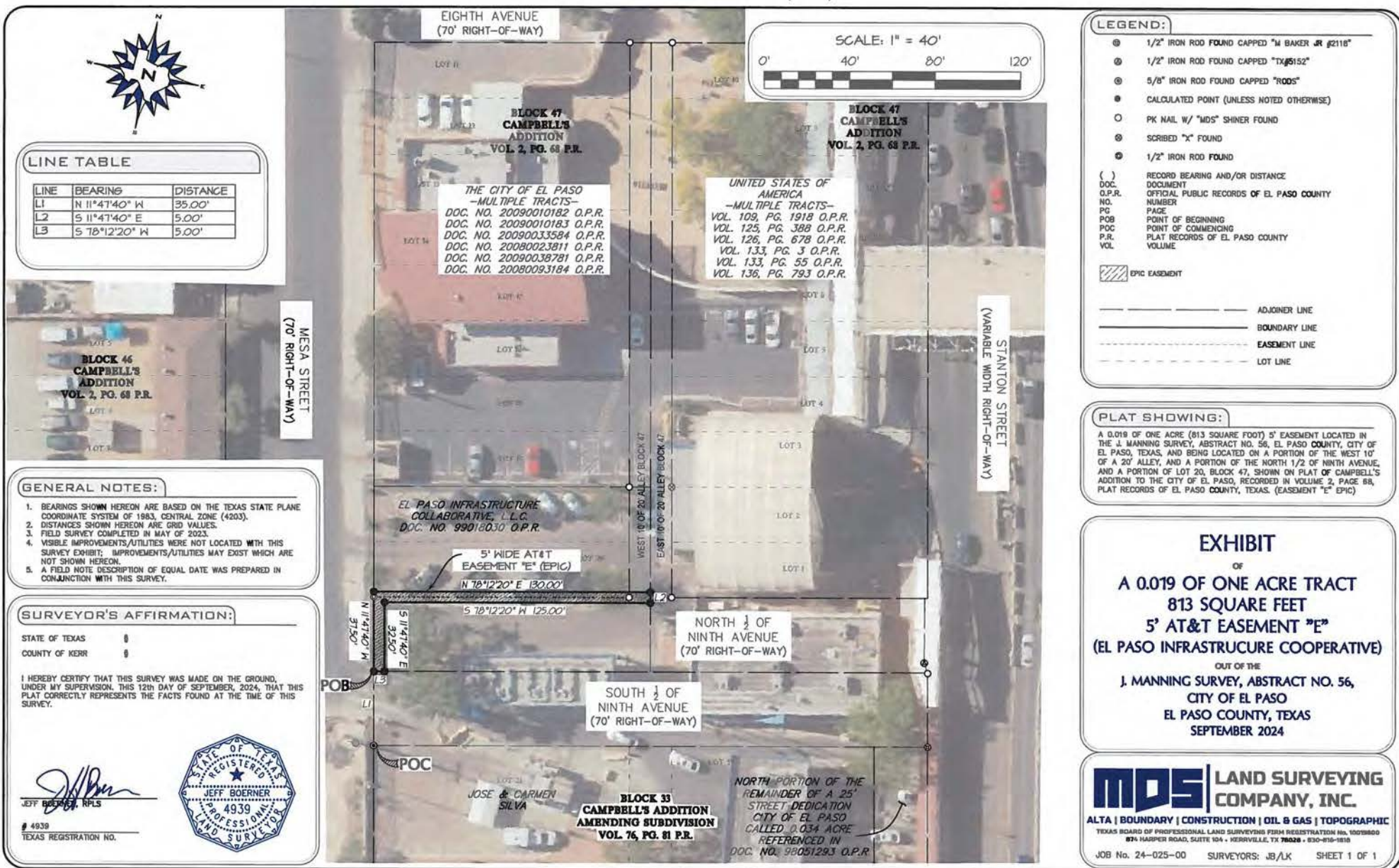
9/12/2024

Jeff Boerner Date
Registered Professional Land Surveyor
Texas Registration No. 4939
MDS Land Surveying Company, Inc.
TBPELS Firm Registration No. 10019600



Job No. 24-025-00 AT&T Easement "D" Silva

AT&T UTILITY EASEMENT "E" (EPIC)



**FIELD NOTES FOR A 0.019 OF ONE ACRE (813 SQUARE FOOT)
5' EASEMENT**

BEING A 0.019 OF ONE ACRE, 813 SQUARE FOOT, 5' EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' WIDE ALLEY IN BLOCK 47, A PORTION OF THE NORTH 1/2 OF NINTH AVENUE, AND A PORTION OF LOT 20, BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.019 OF ONE ACRE, 813 SQUARE FOOT, 5' EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

COMMENCING at a 5/8" iron rod capped "RODS" found at the intersection of the east right-of-way line of Mesa Street (70' right-of-way), with the south right-of-way line of Ninth Avenue (70' right-of-way);

THENCE N 11°47'40" W, with the east right-of-way line of Mesa Street, **for a distance of 35.00'** to a calculated point for southwest corner and the **POINT OF BEGINNING**;

THENCE N 11°47'40" W, with the east right-of-way line of Mesa Street, at a distance of 35.00' pass a 1/2" iron rod found at the southwest corner of Lot 20, Block 47, **continuing for a total distance of 37.50'** to a calculated point for northwest corner;

THENCE N 78°12'20" E, departing the east right-of-way line of Mesa Street, over and across Lot 20, Block 47, at 120.00' pass the east line of Lot 20, Block 47, and the west line of the 20' Alley, **continuing for a total distance of 130.00'** to a calculated point for northeast corner in the centerline of the 20' Alley;

THENCE S 11°47'40" E, with the centerline of the 20' Alley, **for a distance of 5.00'** to a calculated point for the northerly southeast corner in the north 1/2 of Ninth Avenue;

THENCE S 78°12'20" W, over and across a portion of the north 1/2 of Ninth Avenue, **for a distance of 125.00'** to a calculated point for interior corner;

THENCE S 11°47'40" E, continuing over and across a portion of the north 1/2 of Ninth Avenue, **for a distance of 32.50'** to a calculated point for the southerly southeast corner in the centerline of the north 1/2 of Ninth Avenue;

THENCE S 78°12'20" W, with the centerline of Ninth Avenue, **for a distance of 5.00'** to the **POINT OF BEGINNING, CONTAINING** 0.019 of one acre (813 Square Feet), more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.


9/12/2024
Jeff Boerner Date
Registered Professional Land Surveyor
Texas Registration No. 4939
MDS Land Surveying Company, Inc.
TBPELS Firm Registration No. 10019600



Job No. 24-025-00 AT&T Easement "E" EPIC

AT&T UTILITY EASEMENT "F" (USA)



LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 11°47'40" W | 32.50' |
| L2 | N 11°47'40" W | 5.00' |
| L3 | N 10°12'20" E | 65.84' |
| L4 | S 11°47'40" E | 11.32' |
| L5 | S 10°14'44" W | 5.00' |
| L6 | N 11°47'40" W | 6.32' |
| L7 | S 10°12'20" W | 60.89' |

SCALE: 1" = 40'



LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX#5152"
- 5/8" IRON ROD FOUND CAPPED "RODS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND
- 1/2" IRON ROD FOUND
- () RECORD BEARING AND/OR DISTANCE
- DOC. DOCUMENT
- O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
- NO. NUMBER
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- P.R. PLAT RECORDS OF EL PASO COUNTY
- VOL. VOLUME

USA EASEMENT

- ADJOINER LINE
- BOUNDARY LINE
- EASEMENT LINE
- LOT LINE

PLAT SHOWING:

A 0.008 OF ONE ACRE (361 SQUARE FOOT) 5' WIDE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE EAST 10' OF A 20' ALLEY, AND A PORTION OF LOT 1, BLOCK 47, AND A PORTION OF THE NORTH 1/2 OF NINTH AVENUE, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (EASEMENT "F" USA)

EXHIBIT

OF
A 0.008 OF ONE ACRE TRACT
361 SQUARE FEET
5' WIDE AT&T EASEMENT "F"
(USA)

OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FORM REGISTRATION NO. 10070500
874 HARPER ROAD, SUITE 104 • KERRVILLE, TX 76028 • 830-815-1818

JOB No. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS
COUNTY OF KERR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.



EIGHTH AVENUE
(70' RIGHT-OF-WAY)

BLOCK 47
CAMPBELL'S
ADDITION
VOL. 2, PG. 68 P.R.

THE CITY OF EL PASO
-MULTIPLE TRACTS-
DOC. NO. 20090010182 O.P.R.
DOC. NO. 20090010183 O.P.R.
DOC. NO. 20090033584 O.P.R.
DOC. NO. 20080023811 O.P.R.
DOC. NO. 20080038781 O.P.R.
DOC. NO. 20080093184 O.P.R.

BLOCK 47
CAMPBELL'S
ADDITION
VOL. 2, PG. 68 P.R.

UNITED STATES OF
AMERICA
-MULTIPLE TRACTS-
VOL. 105, PG. 1918 O.P.R.
VOL. 125, PG. 388 O.P.R.
VOL. 126, PG. 678 O.P.R.
VOL. 133, PG. 3 O.P.R.
VOL. 133, PG. 55 O.P.R.
VOL. 136, PG. 793 O.P.R.

MESA STREET
(70' RIGHT-OF-WAY)

STANTON STREET
(VARIABLE WIDTH RIGHT-OF-WAY)

EL PASO INFRASTRUCTURE
COLLABORATIVE, L.L.C.
DOC. NO. 99018030 O.P.R.

NORTH 1/2 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

POB

POC

SOUTH 1/2 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

JOSE & CARMEN
SILVA

BLOCK 33
CAMPBELL'S ADDITION
AMENDING SUBDIVISION
VOL. 76, PG. 81 P.R.

NORTH PORTION OF THE
REMAINDER OF A 25'
STREET DEDICATION
CITY OF EL PASO
CALLED 0.034 ACRE
REFERENCED IN
DOC. NO. 98051293 O.P.R.

**FIELD NOTES FOR A 0.008 OF ONE ACRE (361 SQUARE FOOT)
5' EASEMENT**

BEING A 0.008 OF ONE ACRE, 361 SQUARE FOOT, 5'EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE EAST 10' OF A 20' WIDE ALLEY IN BLOCK 47, AND A PORTION OF LOT 1, BLOCK 47, AND A PORTION OF THE NORTH 1/2 OF NINTH AVENUE, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.008 OF ONE ACRE, 361 SQUARE FOOT, 5' EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

COMMENCING at the intersection of the centerline of Ninth Avenue (70' right-of-way), with the centerline of the 20' Alley;

THENCE N 11°47'40" W, departing the centerline of Ninth Avenue, with the centerline of the 20' Alley, **a distance of 32.50'** to a calculated point for the **POINT OF BEGINNING**;

THENCE N 11°47'40" W, with the centerline of the 20' Alley, **a distance of 5.00'** to a calculated point for northwest corner;

THENCE N 78°12'20" E, departing the centerline of the 20' Alley, at a distance of 10.00' pass the east line of the 20' Alley, and the west line of Lot 1, Block 47, **a total distance of 65.89'** to a calculated point for northeast corner;

THENCE S 11°47'40" E, at a distance of 5.00' pass the south line of Lot 1, Block 47, the north right-of-way line of Ninth Avenue, **continuing a total distance of 11.32'** to a calculated point for southeast corner;

THENCE S 78°14'44" W, **a distance of 5.00'** to a calculated point for corner;

THENCE N 11°47'40" W, **a distance of 6.32'** to a calculated point for corner;

THENCE S 78°12'20" W, **a distance of 60.89'** to the **POINT OF BEGINNING**, **CONTAINING 0.008** of one acre (361 Square Feet), more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.


9/12/2024
Jeff Boerner Date
Registered Professional Land Surveyor
Texas Registration No. 4939
MDS Land Surveying Company, Inc.
TBPELS Firm Registration No. 10019600



Job No. 24-025-00 AT&T Easement "F" USA

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.

NON-EXCLUSIVE WATER UTILITY EASEMENT AGREEMENT

Date: September 26 2024.

Grantors: EL PASO INFRASTRUCTURE COLLABORATIVE, LLC ("EPIC")

THE UNITED STATES OF AMERICA acting by and thru the Administrator of the General Services Administration, under and pursuant to the authority contained in the provisions of Subtitle I, Title 40, U.S. Code (40 U.S.C. 101, et seq.) and rules, orders and regulations issued pursuant thereto, and 76 Stat. 1129, 40 U.S.C. 1314 and 41 CFR 102-75.939; et. seq. ("USA")

JOSE & CARMEN SILVA FAMILY LIMITED PARTNERSHIP ("Silva")

CITY OF EL PASO, a Texas home rule municipality ("City")

Grantors' Mailing Addresses:

El Paso Infrastructure Collaborative,
LLC
303 N Oregon Street, Suite 610
El Paso, TX 79901

Jose & Carmen Silva Family Limited
Partnership
c/o Martin Silva
1000 S. Stanton St.
El Paso, TX 79901

UNITED STATES OF AMERICA,
819 Taylor, Room 11A21,
Ft. Worth, TX 76102

City of El Paso
300 North Campbell
El Paso, Texas 79901

Grantee: EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation ("EPW")

Grantee's Mailing Address:

P.O. Box 511
El Paso, TX 79961-0511

Permanent Utility Easement Property:

1. **Easement "A"**- The parcel of land further described in Attachment "A": EPW Utility Easements ("Attachment A") attached hereto and made a part hereof for all purposes, and labeled *EPW UTILITY EASEMENT "A" (EPIC)* in said Attachment A, being portions of Ninth Ave. and a 20' alley out of Block 47, Campbell Addition, City of El Paso, El Paso County, Texas.

2. **Easement "B"**- The 10' x 295' parcel of land, further described in Attachment A, and labeled *EPW UTILITY EASEMENT "B" (USA)* in said Attachment A, being portions of Ninth Ave. and a 20' alley out of Block 47, Campbell Addition, City of El Paso, El Paso County, Texas.
3. **Easement "C"**- The 20' x 35' parcel of land, further described in Attachment A, and labeled *EPW UTILITY EASEMENT "C" (SILVA)* in said Attachment A, being a portion of Ninth Ave. out of Block 47, Campbell Addition, City of El Paso, El Paso County, Texas.
4. **Easement "D"** - The 10' X 208' parcel of land, further described in Attachment A, and labeled *EPW UTILITY EASEMENT "D" (CITY)* in said Attachment A, being a portion of a 20' alley out of Block 47, Campbell Addition, City of El Paso, El Paso County, Texas.

Permanent Utility Easement Purpose:

To construct, install and thereafter perpetually use, operate, maintain, inspect, repair, reconstruct and replace, one or more sewer lines and one or more water lines (collectively the "Utility Lines") under, across and through the Permanent Utility Easement Property, at Grantee's sole expense.

Consideration:

The sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantors.

Exceptions to Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently and hereafter recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary, and discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements. The United States of America is exempted from any warranties including warranties of title stated herein in violation of the Antideficiency Act 31 U.S.C. § 1341 prohibitions from unappropriated unfunded obligation or expenditure of funds.

Grant of Easement:

For the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, each Grantor grants, sells, and conveys to Grantee, and Grantee's successors and assigns, a NON EXCLUSIVE easement over, on, and under the Permanent Utility Easement Property described next to its name below for the Permanent Utility Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively the "Easements"), to have and to hold the Easements to Grantee and Grantee's successors and assigns forever.

| Grantor | Permanent Utility Easements |
|---------|-----------------------------|
| EPIC | Easement "A" |
| USA | Easement "B" |
| SILVA | Easement "C" |
| City | Easement "D" |

Each Grantor binds itself and its respective successors and assigns to warrant and forever defend the title to the Easement which it grants under this agreement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof by through or under Grantor, but not otherwise, except as to the Reservations of Rights and Exceptions to Warranty. The preceding warranty and covenant are made by each Grantor only with respect to the Easement granted by the Grantor and not with respect to the easements granted by the other Grantors. The grant of easements shall, subject to the Access Restriction listed under paragraph 1 below, carry with it the right of ingress and egress, to and from the Easements at all reasonable times with the right to use driveways on the Grantors' property that lead to the Easement Property for ingress and egress to the Easements.

Such rights of ingress and egress shall be for the sole purposes of construction, installing, operating, inspecting, repairing, and maintaining the Utility Lines; and the removal or replacement of same either in whole or in part. Except as expressly granted herein, there is no express or implied right of access over property owned by others and Grantors provide no warranty or rights of access to and from the Easements other than over land that the respective Grantor currently owns.

Terms and Conditions: The following terms and conditions apply to the Easements granted by this agreement:

1. **Access Restriction.** So long as U.S. Customs and Border Protection or any other governmental agency (collectively the "Government") occupies the area surrounding the Permanent Utility Easement Property and the Temporary Construction Easement Property (collectively the "Easement Property") for the operation of an international port of entry, or any facility related thereto ("collectively the "Facility"), including a detention, storage or office facility, Grantee shall provide 24-hour telephonic notice prior to accessing the easement area for routine purposes. Notice shall be given to the U.S. General Services Administration (GSA) and shall include the full names of grantee's employees and/or contractors accessing the area. In case of an emergency, Grantee shall provide notification to the following: Federal Protective Service Megacenter and GSA (El Paso Field Office: 915-208-2413) of its intent to enter the Facility.

2. **Duration of Easement.** The duration of the Permanent Utility Easements is perpetual unless terminated pursuant to paragraph 6 below.

3. **Reservation of Rights.** Each Grantor reserves for itself and its successors and assigns the right to continue to use, enjoy, improve, and alter the Easement Property owned by it for all purposes, including use as a driveway and parking area, that do not unreasonably interfere with or interrupt the use or enjoyment of the Easement by Grantee for the Easement Purpose. Each Grantor reserves for itself and its, successors, and assigns the right to use all or part of the Easement Property it owns in conjunction with Grantee and the right to convey to others the right to use all or part of the Easement in conjunction with Grantee. Specifically, and without limitation of the foregoing, each Grantor and its respective successors and assigns may use the Easement Property it owns for paving, provided that any concrete paving installed after the date hereof shall be constructed in segments not larger than 20' x 20' with expansion joints around the perimeter. Any light poles with bases shall not be placed over the Utility Lines. Grantors shall coordinate with Grantee on the location of any signage within the Easement Property to ensure that such signage will not interfere with Grantee's operation of its Utility Lines.

4. Construction, Major Maintenance, Repair and Replacement. Grantee shall give Grantor and, if the facility is occupied by the Government, the U.S. General Services Administration, at least ten (10) days prior written notice of its intent to commence Non-routine work on the Utility Lines and shall deliver with such notice a copy of the plans and specifications related thereto. "Non-routine work" means work related to the Utility Lines that involves repair or replacement of the Utility Lines or other work on the lines that will likely interrupt or interfere with the Grantors', or their respective tenants' successors' or assigns', use of the Easement Property. Grantee agrees to perform the work at the Facility in a manner that will cause the least amount of disruption to the operation of the Facility. Provided, however, that in the event emergency repairs to the Grantee's installations are required to be performed to prevent the imminent loss of life or property, the Grantee shall not be required to provide ten (10) days prior notice of intent to work on the Utility Lines but shall use its best efforts to provide notice to the GSA of its intent to enter the Facility as soon as reasonably possible. Upon completion of the work on the Utility Lines, Grantee shall promptly restore any disturbed landscaping, parking area, paving, curbs, utilities, signs, fencing, walls, and other improvements, equipment, and fixtures affected by Work to its original condition.

5. Property Damage. To the extent allowed by law, Grantee, its successors and assigns, shall be responsible for and pay for the loss of or damage to Grantor's real property, improvements, and personal property on the Grantor's real property to the extent caused by Grantee, its successors, assigns, agents, officers, employees, contractors (including a contractor's subcontractors), invitees, or guests (each a "Grantee Party") within thirty (30) days after written demand for payment.

6. Termination. A Permanent Utility Easement granted herein shall terminate on the occurrence of the following event: the Grantee, or its successor in interest or assigns, abandons the use of the Permanent Utility Easement for the Permanent Utility Easement Purpose any period longer than two (2) consecutive years after the installation of Utility Lines in the Easement Property. Grantee will not have abandoned the Permanent Utility Easement without Grantor, and their respective successors and assigns, giving Grantee, or its Successor in interest or assigns, at least sixty (60) days notice, and opportunity to respond, that the Grantor, its respective successors and assigns, believes the Permanent Utility Easement may be abandoned. Upon termination of the Easement as provided herein, the Grantor of such easement shall have the right to execute and record a *Notice of Termination of Easement* in the Official Public Records of El Paso County, Texas which shall operate to terminate the Easement.

7. Attorney's Fees. If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. Binding Effect. This agreement binds and inures to the benefit of the parties and their respective, successors, and permitted assigns.

9. Choice of Law. This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the applicable federal or state court located in the county in which the Easement Property is located.

10. Notices. Any notice required or permitted under this Agreement must be in writing. All notices required by this Agreement shall be delivered to the intended recipient at the address shown in this Agreement by (i) United States Postal Service (USPS), postage prepaid, certified mail, return receipt requested; or (ii) a nationally-recognized overnight courier delivery service, and will be effective upon the earlier of the date when actually received or four days after deposit with the courier or USPS, as applicable. Any address for notice may be changed by written notice delivered as provided herein.

11. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

12. *Integration.* This agreement contains the complete agreement of the parties concerning the Easements and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

[SIGNATURE PAGES FOLLOW]

UNITED STATES OF AMERICA,
acting by and through the
Administrator of General Services
Administration
and authorized representatives

Signature:

Melvin Freeman

Printed Name:

Melvin Freeman

Title:

Director

GRANTOR

THE STATE OF TEXAS

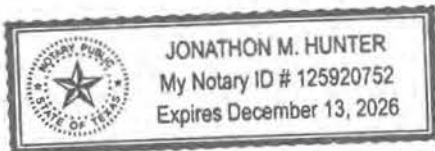
)

COUNTY OF TARRANT

)

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared MELVIN E. FREEMAN, known to me to be the person whose name is subscribed to the foregoing Non-Exclusive Water Utility Easement Agreement, and known to me to be the Director, Office of Real Property Disposition, Public Building Service, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this 26 day of September, 2024.



[Signature]
Notary Public State of Texas

Notary's Name: _____

My Commission Expires: _____

EL PASO INFRASTRUCTURE COLLABORATIVE,
LLC

Signature:
Printed Name:
Title:

Raul Mora
Ricardo Mora
Manager

GRANTOR

STATE OF TEXAS)

COUNTY OF EL PASO)

This document was acknowledged before me on the 20 day of November, 2024
by Ricardo Mora, Manager of EL PASO INFRASTRUCTURE
COLLABORATIVE, LLC ("EPIC"), on behalf of EPIC.

Seal:



[Signature]
Notary Public, State of Texas

EPIC Signature page to Non-Exclusive Water Utility Easement Agreement

CITY OF EL PASO, TEXAS

Signature:
Printed Name:
Title:

Ellen Smyth for
Dionne Mack
City Manager

GRANTOR

STATE OF TEXAS)

COUNTY OF EL PASO)

This document was acknowledged before me on the 4 day of January, 2025,
by Rosemary Monsivais of CITY OF EL PASO, on behalf of the City
of El Paso.

Seal:



Approved as to Form:

Roberta Brito
Roberta Brito
Assistant City Attorney

Approved as to Content:

Roberto Tinajero
Roberto Tinajero, Director
International Bridges Department

City Signature page to Non-Exclusive Water Utility Easement Agreement

**JOSE & CARMEN SILVA FAMILY LIMITED
PARTNERSHIP**

By its General Partner, Jose & Carmen Silva Family
General Partner, LLC

Signature: _____

Printed

Name: _____

Title: _____

[Handwritten Signature]

MARTIN SILVA

Manager

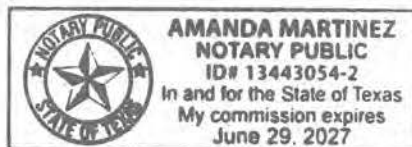
GRANTOR

STATE OF TEXAS)

COUNTY OF EL PASO)

This document was acknowledged before me on the 3 day of October, 2024,
by *[Handwritten Signature]* of THE JOSE AND CARMEN SILVA
FAMILY LIMITED PARTNERSHIP, on behalf of said limited partnership.

Seal:



[Handwritten Signature]

Notary Public, State of Texas

SILVA Signature page to Non-Exclusive Water Utility Easement Agreement

**EL PASO WATER UTILITIES – PUBLIC
SERVICE BOARD**, a component unit of the
CITY OF EL PASO, a Texas home rule
municipality

By: Ana I Sanchez
Name: Ana I Sanchez
Title: VP of Financial Mgmt. Svcs.

GRANTEE

STATE OF TEXAS)

COUNTY OF EL PASO)

This document was acknowledged before me on the 24th day of September, 2024,
by ANA I. Sanchez, VP of EL PASO WATER UTILITIES -PUBLIC
SERVICE BOARD, on behalf of the Grantee.

Seal:



Lucy Calderon
Notary Public, State of Texas

Approved as to Form:

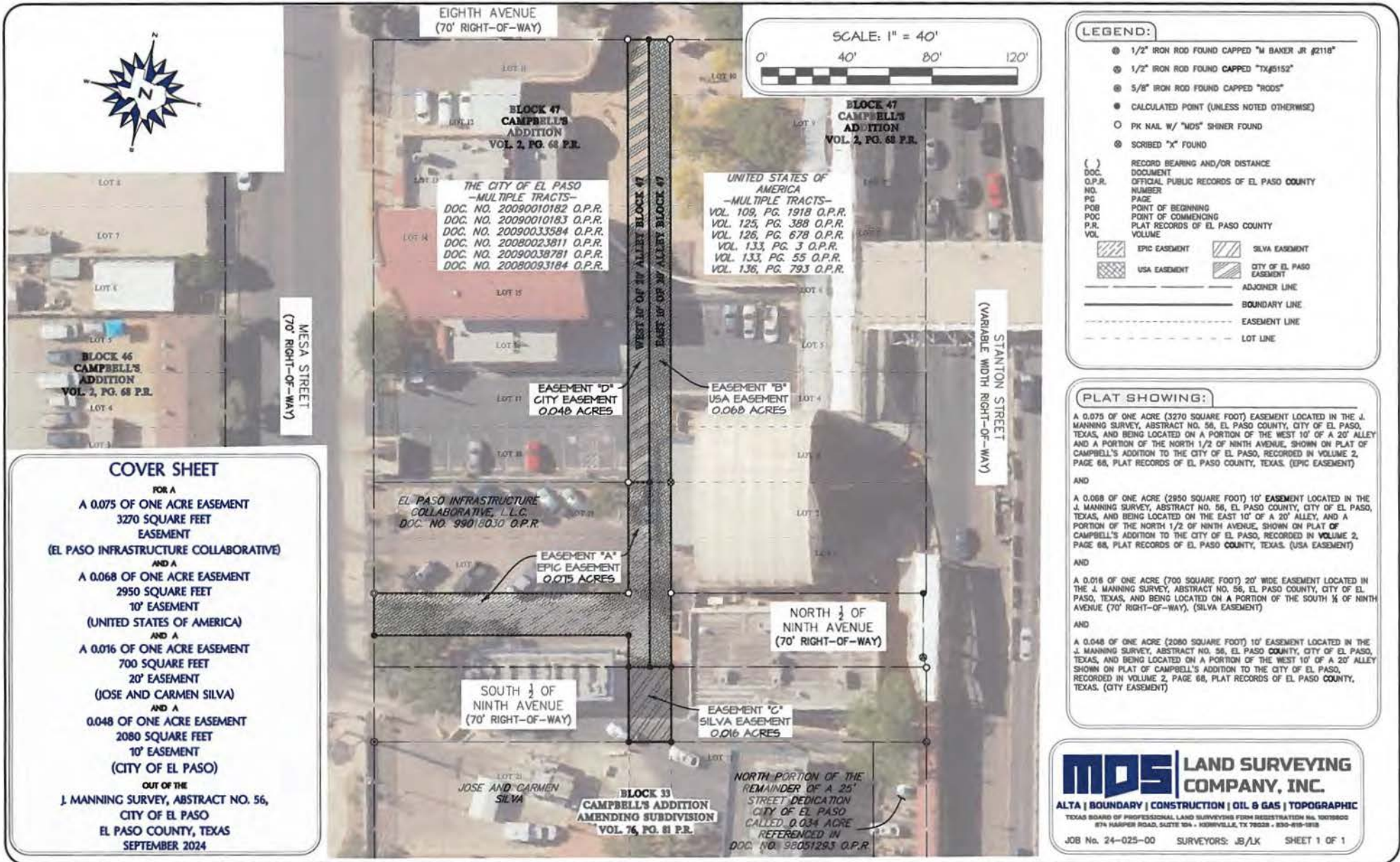
Melinda K. Becker
Melinda K. Becker
Assistant General Counsel

Approved as to Content:

Alma De Anda
Alma De Anda
Utility Land and Water Rights Manager

EPW Signature page to Non-Exclusive Water Utility Easement Agreement

ATTACHMENT "A": EPW UTILITY EASEMENTS



EPW UTILITY EASEMENT "A" (EPIC)

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 11°47'40" W | 50.00' |
| L2 | N 11°47'40" W | 20.00' |
| L3 | N 78°12'20" E | 10.00' |
| L4 | S 78°12'20" W | 10.00' |
| L5 | N 11°47'40" W | 15.00' |

MESA STREET
(70' RIGHT-OF-WAY)

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS §
COUNTY OF KERR §

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

Jeff Boerner
JEFF BOERNER, RPLS
4939
TEXAS REGISTRATION NO.



EIGHTH AVENUE
(70' RIGHT-OF-WAY)

BLOCK 47
CAMPBELL'S
ADDITION
VOL. 2, PG. 68 P.R.

THE CITY OF EL PASO
-MULTIPLE TRACTS-
DOC. NO. 20090010182 O.P.R.
DOC. NO. 20090010183 O.P.R.
DOC. NO. 20090033584 O.P.R.
DOC. NO. 20080023811 O.P.R.
DOC. NO. 20090038781 O.P.R.
DOC. NO. 20080093184 O.P.R.

SCALE: 1" = 40'



BLOCK 47
CAMPBELL'S
ADDITION
VOL. 2, PG. 68 P.R.

UNITED STATES OF
AMERICA
-MULTIPLE TRACTS-
VOL. 109, PG. 1918 O.P.R.
VOL. 125, PG. 388 O.P.R.
VOL. 126, PG. 678 O.P.R.
VOL. 133, PG. 3 O.P.R.
VOL. 133, PG. 55 O.P.R.
VOL. 136, PG. 793 O.P.R.

STANTON STREET
(70' RIGHT-OF-WAY)

LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX65152"
- 5/8" IRON ROD FOUND CAPPED "RODS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND
- 1/2" IRON ROD FOUND
- () RECORD BEARING AND/OR DISTANCE
- DOC. DOCUMENT
- O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
- NO. NUMBER
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- POT POINT OF TERMINUS
- P.R. PLAT RECORDS OF EL PASO COUNTY
- VOL. VOLUME
- EPIC EASEMENT

PLAT SHOWING:

A 0.075 OF ONE ACRE (3270 SQUARE FEET) 10' EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' ALLEY AND A PORTION OF THE NORTH 1/2 OF NINTH AVENUE, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

EXHIBIT

OF
A 0.075 OF ONE ACRE EASEMENT
3270 SQUARE FEET
EASEMENT
(EL PASO INFRASTRUCTURE COLLABORATIVE LLC)

OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.
ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS FIRM REGISTRATION NO. 10019600
974 HARRISON ROAD, SUITE 104 • KERRVILLE, TX 78028 • 830-618-1878
JOB No. 24-025-WI SURVEYORS: JB/LK SHEET 1 OF 1

FIELD NOTES FOR A 0.075 OF ONE ACRE (3270 SQUARE FOOT) EASEMENT

BEING A 0.075 OF ONE ACRE, 3270 SQUARE FOOT, EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' WIDE ALLEY, AND A PORTION OF THE NORTH 1/2 OF NINTH AVENUE IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.075 OF ONE ACRE, 3270 SQUARE FOOT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

COMMENCING at a 5/8" iron rod capped "RODS" found at the intersection of the east right-of-way line of Mesa Street (70' right-of-way), with the south right-of-way line of Ninth Avenue (70' right-of-way);

THENCE N 11°47'40" W, with the east right-of-way line of Mesa Street, **for a distance of 50.00'** to a calculated point for the **POINT OF BEGINNING**;

THENCE N 11°47'40" W, with the east right-of-way line of Mesa Street, **for a distance of 20.00'** to a 1/2" iron rod found for corner at the southwest corner of Lot 20, Block 47;

THENCE N 78°12'20" E, departing the east right-of-way line of Mesa Street, with the south line of Lot 20, Block 47, and the north right-of-way line of Ninth Avenue, **for a distance of 120.00'** to a "PK" nail with "MDS" shiner found at the southeast corner of Lot 20, Block 47 for interior corner;

THENCE N 11°47'40" W, with the west line of Lots 20, and 19, Block 47, and the west line of the 20' Alley, **for a distance of 52.00'** to a "PK" nail with "MDS" shiner found at the northeast corner of Lot 19, Block 47, and the southeast corner of Lot 18, Block 47;

THENCE N 78°12'20" E, departing the west line of said 20' Alley, over and across a portion of the 20' Alley, **for a distance of 10.00'** to a calculated point for northeast corner, said point being in the centerline of the 20' Alley;

THENCE S 11°47'40" E, with the centerline of the 20' alley, **for a distance of 87.00'** to a calculated point for the southeast corner at the intersection of the centerline of the 20' Alley, with the centerline of Ninth Avenue;

THENCE S 78°12'20" W, with the centerline of Ninth Avenue, **for a distance of 10.00'** to a calculated point for corner;

THENCE N 11°47'40" W, continuing over and across a portion of Ninth Avenue, **for a distance of 15.00'** to a calculated point for interior corner;

THENCE S 78°12'20" W, over and across a portion of Ninth Avenue, **for a distance of 120.00'** to the **POINT OF BEGINNING, CONTAINING 0.075** of one acre (3270 Square Feet), more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.



9/12/2024

Jeff Boerner

Date

Registered Professional Land Surveyor

Texas Registration No. 4939

MDS Land Surveying Company, Inc.

TBPELS Firm Registration No. 10019600



Job No. 24-025-00 EPIC Easement

EPW UTILITY EASEMENT "B" (USA)

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 78°12'20" W | 10.00' |
| L2 | N 78°12'20" E | 10.00' |
| L3 | S 78°12'20" W | 10.00' |

SCALE: 1" = 40'



LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX#5152"
- 5/8" IRON ROD FOUND CAPPED "R005"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND
- () RECORD BEARING AND/OR DISTANCE
- DOC DOCUMENT
- O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
- NO. NUMBER
- PG PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- P.R. PLAT RECORDS OF EL PASO COUNTY
- VOL VOLUME
- USA EASEMENT

PLAT SHOWING:

A 0.068 OF ONE ACRE (2950 SQUARE FOOT) 10' EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON THE EAST 10' OF A 20' WIDE ALLEY IN BLOCK 47, AND A PORTION OF THE NORTH 1/2 OF NINTH AVENUE (70' RIGHT-OF-WAY), SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT. IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

EXHIBIT

OF
0.068 OF ONE ACRE EASEMENT
OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS REGISTRATION No. 10078000
874 HARPER ROAD, SUITE 104 • KERRVILLE, TX 78946 • 800-696-1000

JOB No. 24-025-00 SURVEYORS: JB/LX SHEET 1 OF 1

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS
COUNTY OF KERR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12TH DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.



EIGHTH AVENUE
(70' RIGHT-OF-WAY)

BLOCK 47
CAMPBELL'S
ADDITION
VOL. 2, PG. 68 P.R.

THE CITY OF EL PASO
-MULTIPLE TRACTS-
DOC. NO. 20090010182 O.P.R.
DOC. NO. 20090010183 O.P.R.
DOC. NO. 20090033584 O.P.R.
DOC. NO. 20080023811 O.P.R.
DOC. NO. 20090038781 O.P.R.
DOC. NO. 20080093184 O.P.R.

UNITED STATES OF
AMERICA
-MULTIPLE TRACTS-
VOL. 109, PG. 1918 O.P.R.
VOL. 125, PG. 388 O.P.R.
VOL. 126, PG. 678 O.P.R.
VOL. 133, PG. 3 O.P.R.
VOL. 133, PG. 55 O.P.R.
VOL. 136, PG. 793 O.P.R.

10' EASEMENT
0.068 ACRES (USA)

EL PASO INFRASTRUCTURE
COLLABORATIVE, L.L.C.
DOC. NO. 99018030 O.P.R.

NORTH 1/2 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

SOUTH 1/2 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

LOT 31
JOSE & CARMEN
SILVA

BLOCK 33
CAMPBELL'S ADDITION
AMENDING SUBDIVISION
VOL. 76, PG. 81 P.R.

NORTH PORTION OF THE
REMAINDER OF A 25'
STREET DEDICATION
CITY OF EL PASO
CALLED 0.034 ACRE
REFERENCED IN
DOC. NO. 98051293 O.P.R.

MESA STREET
(70' RIGHT-OF-WAY)

STANTON STREET
(VARIABLE WIDTH RIGHT-OF-WAY)

**FIELD NOTES FOR A 0.068 OF ONE ACRE (2950 SQUARE FOOT)
10' EASEMENT**

BEING A 0.068 OF ONE ACRE, 2950 SQUARE FOOT, 10' EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON THE EAST 10' OF A 20' WIDE ALLEY IN BLOCK 47, AND A PORTION OF THE NORTH 1/2 OF NINTH AVENUE, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.068 OF ONE ACRE, 2950 SQUARE FOOT, 10' EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

BEGINNING at a "PK" nail with "MDS" shiner found at the intersection of the east line the 20' Alley Block 47, with the south right-of-way line of Eighth Avenue (70' Right-of-Way), said point also being the northwest corner of Lot 10, Block 47, Campbell's Addition;

THENCE S 11°47'40" E, departing the south right-of-way line of Eighth Avenue, with the east line of the 20' Alley, and the west lines of Lots 10-3, Block 47, at a distance of 208.00' pass an "x" scribed in concrete found at the southwest corner of Lot 3, Block 47, and the northwest corner of Lot 2, Block 47, continuing with the east line of the 20' Alley, and the west lines of Lots 2 and 1, Block 47, at a distance of 260.00' pass a "PK" nail with "MDS" shiner found, at the southwest corner of Lot 1, Block 47, and at the intersection of the east line of the 20' Alley, with the north line of Ninth Avenue (70' Right-of-Way), continuing over and across a portion of Ninth Avenue, **for a total distance of 295.00'** to a calculated point for southeast corner in the centerline of Ninth Avenue;

THENCE S 78°12'20" W, with the centerline of Ninth Avenue, **for a distance of 10.00'** to a calculated point for southwest corner;

THENCE N 11°47'40" W, departing the centerline of Ninth Avenue, **for a distance of 295.00'** to a calculated point for northwest corner at the intersection of the centerline of the 20' Alley, with the south right-of-way of Eighth Avenue;

THENCE N 78°12'20" E, along the north line of said 20' Alley, and the south right-of-way of Eighth Avenue, **for a distance of 10.00'** to the **POINT OF BEGINNING, CONTAINING 0.068 of one acre (2950 Square Feet) of land, more or less, in El Paso County, Texas.**

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.


9/12/2024
Jeff Boerner Date
Registered Professional Land Surveyor
Texas Registration No. 4939
MDS Land Surveying Company, Inc.
TBPELS Firm Registration No. 10019600

Job No. 24-025-00 USA 10' Easement



EPW UTILITY EASEMENT "C" (SILVA)

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 78°12'20" E | 120.00' |
| L2 | N 11°47'40" W | 35.00' |
| L3 | N 78°12'20" E | 20.00' |
| L4 | S 11°47'40" E | 35.00' |
| L5 | S 78°12'20" W | 20.00' |
| L6 | N 78°12'20" E | 120.00' |

SCALE: 1" = 40'



LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX#5152"
- 5/8" IRON ROD FOUND CAPPED "RODS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND

() RECORD BEARING AND/OR DISTANCE
DOC. DOCUMENT
O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
NO. NUMBER
PG. PAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCING
P.R. PLAT RECORDS OF EL PASO COUNTY
VOL. VOLUME

/// SILVA EASEMENT
— ADJOINER LINE
— BOUNDARY LINE
— LOT LINE

PLAT SHOWING:

A 0.016 OF ONE ACRE (700 SQUARE FOOT) 20' WIDE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE SOUTH 1/2 OF NINTH AVENUE (70' RIGHT-OF-WAY).

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

EXHIBIT

OF
0.016 OF ONE ACRE EASEMENT

OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 10079600
874 HAMPER ROAD, SUITE 104 • KENNESAW, TX 79028 • 817-419-1818

JOB No. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS
COUNTY OF KEHR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.



MESA STREET
(70' RIGHT-OF-WAY)

EIGHTH AVENUE
(70' RIGHT-OF-WAY)

LOT 11

LOT 12

LOT 13

LOT 14

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**FIELD NOTES FOR A 0.016 OF ONE ACRE (700 SQUARE FOOT)
20' EASEMENT**

BEING A 0.016 OF ONE ACRE, 700 SQUARE FOOT, 20' EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF NINTH AVENUE IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.016 OF ONE ACRE, 700 SQUARE FOOT, 20' EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

COMMENCING at a 5/8" iron rod capped "RODS" found at the intersection of the east right-of-way line of Mesa Street (70' right-of-way), with the south right-of-way line of Ninth Avenue (70' right-of-way), said point being the northwest corner of Lot 21, Block 33, Campbell's Addition, Amending Subdivision, recorded in Volume 76, Page 81, Plat Records of El Paso County, Texas;

THENCE N 78°12'20" E, departing the east right-of-way line of Mesa Street, with the south right-of-way line of Ninth Avenue, and the north line of Lot 21, Block 33, **for a distance of 120.00'** to a calculated point for southwest corner and the **POINT OF BEGINNING**;

THENCE N 11°47'40" W, departing the south right-of-way line of Ninth Avenue, and the north line of Lot 21, Block 33, over and across Ninth Avenue, **for a distance of 35.00'** to a calculated point for northwest corner in the centerline of Ninth Avenue;

THENCE N 78°12'20" E, along the centerline of Ninth Avenue, **for a distance of 20.00'** to a calculated point for northeast corner;

THENCE S 11°47'40" E, departing the centerline of Ninth Avenue, over and across Ninth Avenue, **for a distance of 35.00'** to a calculated point for southeast corner in the south right-of-way line of Ninth Avenue, and the north line of the Lot 21, Block 33;

THENCE S 78°12'20" W, along the north line of Lot 21, Block 33, and the south right-of-way line of Ninth Avenue, **for a distance of 20.00'** to the **POINT OF BEGINNING**, **CONTAINING 0.016** of one acre (700 Square Feet) of land, more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.



9/12/2024

Jeff Boerner

Date

Registered Professional Land Surveyor

Texas Registration No. 4939

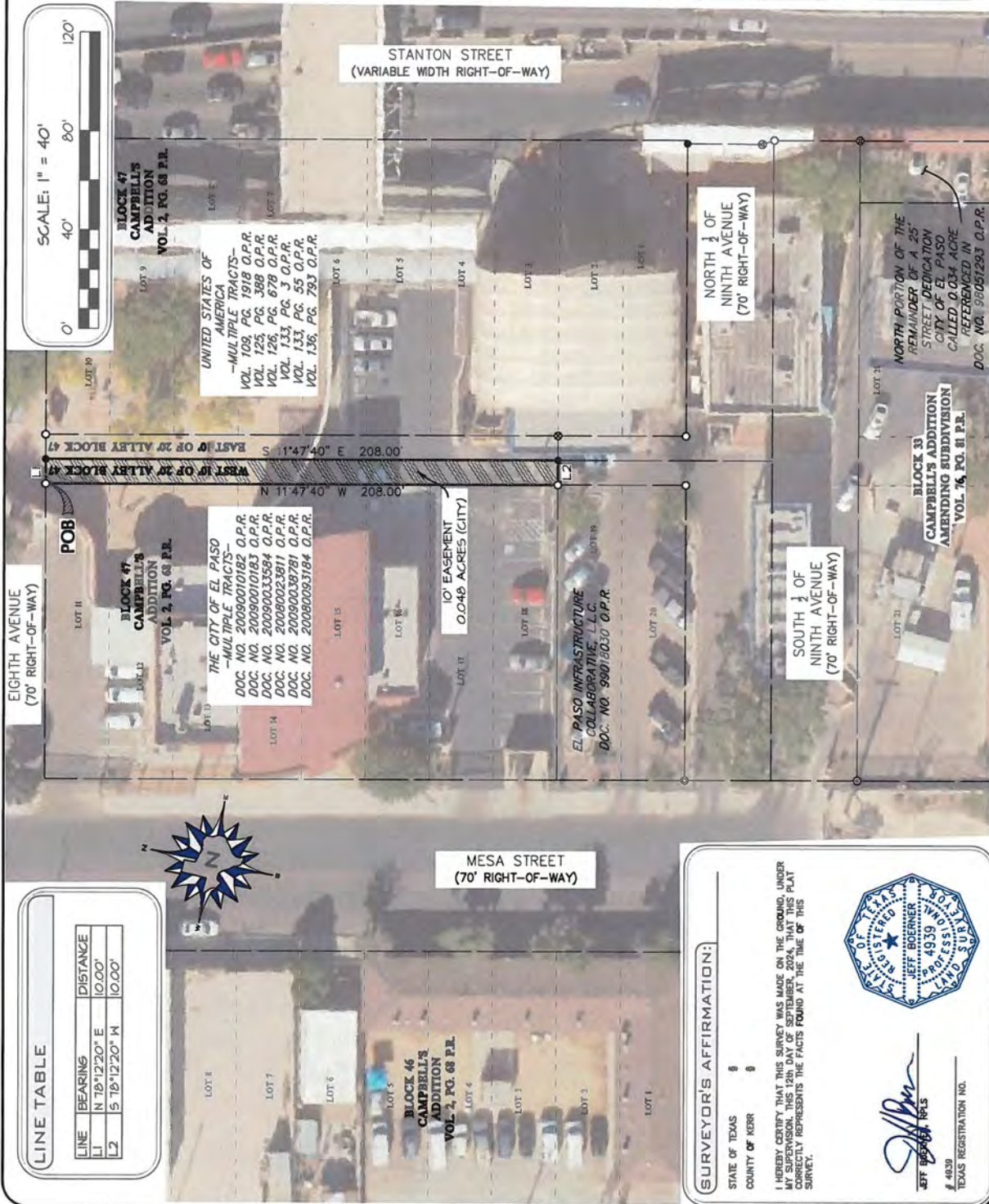
MDS Land Surveying Company, Inc.

TBPELS Firm Registration No. 10019600



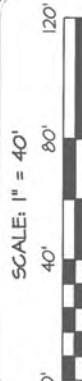
Job No. 24-025-00 Silva Easement

EPW UTILITY EASEMENT "D" (CITY)



LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 18°12'20" E | 10.00' |
| L2 | S 18°12'20" W | 10.00' |



- LEGEND:**
- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
 - 1/2" IRON ROD FOUND CAPPED "TJ#152"
 - 5/8" IRON ROD FOUND CAPPED "10005"
 - CALCULATED POINT (UNLESS NOTED OTHERWISE)
 - PK NAIL W/ "MDS" SIGNER FOUND
 - SPOILED "X" FOUND
 - RECORD BEARING AND/OR DISTANCE
 - DOCUMENT
 - OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
 - PLAT
 - POINT OF BEGINNING
 - POINT OF COMMENCING
 - PLAY RECORDS OF EL PASO COUNTY
 - VOL.
 - CITY OF EL PASO EASEMENT
 - ADJACENT LINE
 - BOUNDARY LINE
 - LOT LINE

PLAT SHOWING:

A 0.048 OF ONE ACRE (2080 SQUARE FOOT) 10' EASEMENT LOCATED IN THE 1.1 MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' WIDE ALLEY IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, DATUM 1983, EPOCH 1995.0.
2. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT. IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS
COUNTY OF KERR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.



JEFF BOERNER
4939
TEXAS REGISTRATION NO.

EXHIBIT

OF
0.048 OF ONE ACRE EASEMENT
OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING COMPANY, INC.
ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 1070800
874 HANCOCK ROAD, SUITE 204 • KERRVILLE, TX 78028 • 830-892-8818
JOB NO. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1

**FIELD NOTES FOR A 0.048 OF ONE ACRE (2080 SQUARE FOOT)
10' EASEMENT**

BEING A 0.048 OF ONE ACRE, 2080 SQUARE FOOT, 10' EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' WIDE ALLEY IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.048 OF ONE ACRE, 2080 SQUARE FOOT, 10' EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

BEGINNING at a "PK" nail with "MDS" shiner found at the intersection of the west line the 20' Alley Block 47, with the south right-of-way line of Eighth Avenue (70' Right-of-Way), said point also being the northeast corner of Lot 11, Block 47, Campbell's Addition, recorded in Volume 2, Page 68, Plat Records of El Paso County, Texas;

THENCE N 78°12'20" E, along the north line of said 20' Alley, and the south right-of-way of Eighth Avenue, **for a distance of 10.00'** to a calculated point for northeast corner at the intersection of the centerline of the 20' Alley, with the south right-of-way line of Eighth Avenue;

THENCE S 11°47'40" E, departing the south right-of-way line of Eighth Avenue, with the centerline of the 20' Alley, **for a distance of 208.00'** to a calculated point for southeast corner;

THENCE S 78°12'20" W, over and across the 20' Alley, **for a distance of 10.00'** to a "PK" nail with "MDS" shiner found in the west line of the 20' Alley, at the southeast corner of Lot 18, Block 47, Campbell's Addition, the northeast corner of Lot 19, Block 47, Campbell's Addition;

THENCE N 11°47'40" W, along the west line of the 20' Alley, and the east line of Lots 18, 17, 16, 15, 14, 13, 12, and 11, Block 47, Campbell's Addition, **for a distance of 208.00'** to the **POINT OF BEGINNING**, **CONTAINING** 0.048 of one acre (2080 Square Feet) of land, more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.



9/12/2024

Jeff Boerner Date
Registered Professional Land Surveyor
Texas Registration No. 4939
MDS Land Surveying Company, Inc.
TBPELS Firm Registration No. 10019600

Job No. 24-025-00 City 10' Easement



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.

NON-EXCLUSIVE GAS UTILITY EASEMENT AGREEMENT

Date: October 31, 2024.

Grantors: EL PASO INFRASTRUCTURE COLLABORATIVE, LLC, a Texas limited liability company ("EPIC")

THE UNITED STATES OF AMERICA acting by and thru the Administrator of the General Services Administration, under and pursuant to the authority contained in the provisions of Subtitle I, Title 40, U.S. Code (40 U.S.C. 101, et seq.) and rules, orders and regulations issued pursuant thereto, and 76 Stat. 1129, 40 U.S.C. 1314 and 41 CFR 102-75.939; et. seq. ("USA")

CITY OF EL PASO, a Texas home rule municipality ("City")

Grantors' Mailing Addresses:

El Paso Infrastructure Collaborative, LLC
303 N Oregon Street, Suite 610
El Paso, TX 79901

City of El Paso
300 North Campbell
El Paso, Texas 79901

UNITED STATES OF AMERICA
819 Taylor, Room 11A21
Ft. Worth, TX 76102

Grantee: Texas Gas Service, a Division of ONE Gas, Inc. ("TGS")

Grantee's Mailing Address:

Texas Gas Service
9228 Tuscany Way
Austin, Texas 78754

Permanent Utility Easement Property ("Easement Property"):

1. **Easement "A"**- The 10' x 10' parcel of land, further described in Attachment "A": TGS Utility Easements ("Attachment A") attached hereto and made a part hereof for all purposes, and labeled *EASEMENT "A" EPIC 10' GAS LINE EASEMENT 0.002 ACRE* in said Attachment A, being a portion of a 20' alley out of Block 47, Campbell Addition, City of El Paso, El Paso County, Texas.

2. **Easement "B"**- The 10' x 218' parcel of land, further described in Attachment A, and labeled *EASEMENT "B" USA 10' GAS LINE EASEMENT 0.050 ACRE* in said Attachment A, being a portion of a 20' alley out of Block 47, Campbell Addition, City of El Paso, El Paso County, Texas.
3. **Easement "C"**- The 10' X 208' parcel of land, further described in Attachment A, and labeled *EASEMENT "C" CITY 10' GAS LINE EASEMENT 0.048 ACRE* in said Attachment A, being a portion of a 20' alley out of Block 47, Campbell Addition, City of El Paso, El Paso County, Texas.

Permanent Utility Easement Purpose:

The Easement Property shall be used for the purpose of surveying, placing, establishing, laying, constructing, installing, realigning, modifying, operating, repairing, maintaining, inspecting, patrolling (by surface and air), protecting, rebuilding, replacing, relocating, adding, substituting, improving, accessing, abandoning in place and removing one or more gas lines (collectively, the "Utility Lines") on, in, across, along, over, through and under the Easement Property, together with the right to install certain pipeline-related appurtenances, including, and expressly limited to, vent pipes, valves, markers, pumps, meters, regulators, rectifiers, cathodic corrosion control devices and alternating current mitigation equipment and facilities (generally including cathodic protection test leads, gradient control matting, grounding systems, rectifiers, electric meters, junction boxes, power supplies, anodes, decouplers, wires, ribbons, poles, and below ground beds), electric facilities, communication facilities and any other related appurtenances and equipment that may be necessary or desirable in connection with said Utility Lines, both above and below ground (together the "Facilities") for the purpose of transporting and/or distributing natural gas. Grantee shall also have the right (i) to fence and enclose the area where the above ground appurtenances are located, (ii) to enclose any of the appurtenances in separate enclosures, (iii) to grade, place and maintain pavement, gravel, or caliche within the fenced area to inhibit the growth of grasses and weeds, and (iv) to install markers and other above ground appurtenances as required by applicable laws or regulations. Grantee's right to grant a third party access to the Easement Property shall be limited to purposes related to the surveying, placement, construction, installation, operation, safety, repair, maintenance, inspection, patrol, protection, rebuilding, replacement, relocation, abandonment or removal of the Facilities. Grantee, for itself and its successors and assigns, shall not use the Easement Property for purposes other than hereinabove granted without the express written consent of respective Grantors, or their respective successors and assigns.

Grant of Easement:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the Exceptions to Warranty, each Grantor grants, sells, and conveys to Grantee, and Grantee's successors and assigns, a NON EXCLUSIVE permanent easement and right-of-way on, in, across, along, over, through and under the Easement Property described next to its name below for the Permanent Utility Easement Purpose (collectively, the "Easement").

| Grantor | Permanent Utility Easements |
|---------|-----------------------------|
| EPIC | Easement "A" |
| USA | Easement "B" |
| City | Easement "C" |

This grant of Easement shall, subject to Paragraph 1 (Access Restriction) below, carry with it the right of ingress and egress, to and from the Easement Property at all reasonable times with the right to use driveways on the Grantors' property that lead to the Easement Property for ingress and egress to the

Easement. Such rights of ingress and egress shall be solely for the Permanent Utility Easement Purpose described above. Except as expressly granted herein, there is no express or implied right of access over property owned by others and Grantors provide no warranty or rights of access to and from the Easement Property other than over land that the respective Grantors currently own.

Consideration:

The sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the respective Grantors.

Subject to Paragraph 6 (Restoration) and 7 (Gates and Fences), the consideration for the Easement includes full and final payment for any and all damages occurring to the land, pasturage, vegetation (grass, crops, trees, shrubs, etc.), timber, gates, fences, irrigation systems, buildings or other improvements of respective Grantors on the Easement Property resulting from Grantee's exercise of the rights herein granted, including any monetary damages arising from the construction and installation of the Facilities and any income loss from existing leases based on verifiable loss or lease payments.

Warranty of Title:

Except as hereinafter provided, each Grantor and Grantors' respective successors and assigns are and shall be bound to warrant and forever defend the rights which it grants under this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Easement Property, except as to the Exceptions to Warranty. The preceding warranty and covenant are made by each Grantor only with respect to the Easement granted by the Grantor and not with respect to the easements granted by the other Grantors. The United States of America, as Grantor, is specifically exempt from making or agreeing to any warranties to Grantee, its successors and assigns, including warranties of title stated herein deemed to be in violation of the Antideficiency Act 31 U.S.C. § 1341.

Exceptions to Warranty:

All other validly existing and recorded easements and rights-of-way presently recorded, and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantors, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing and recorded rights of adjoining owners in any walls and fences situated on a common boundary, and discrepancies, conflicts, or shortages in area or boundary lines; and any existing encroachments or overlapping of improvements.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this Agreement:

1. **Access Restriction.** So long as U.S. Customs and Border Protection or any other federal governmental agency (collectively the "Government") occupies the area surrounding the Easement Property for the operation of an international port of entry, or any facility related thereto (collectively, the "Port"), including a detention, storage or office facility, Grantee shall provide telephonic notice at least twenty-four (24) hours prior to accessing the Easement Property for routine purposes. Such notice shall be given to the U.S. General Services Administration ("GSA") and shall include the full names of Grantee's employees and/or contractors accessing the Easement Property. In case of an emergency, Grantee shall provide notice to the Federal Protective Service Megacenter and GSA (El Paso Field Office) of its intent to enter the Port as soon as reasonably practicable. Grantor shall provide all necessary contact information for such notices to Grantee in writing.

2. ***Duration of Easement.*** The duration of the Easement is perpetual.

3. ***Reservation of Rights.*** Each Grantor reserves for itself and its successors and assigns the right to continue to use, enjoy, improve, and alter the Easement Property owned by it for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the Permanent Utility Easement Purpose. Consistent with the foregoing, each Grantor and its respective successors and assigns may, with the express written consent of Grantee, lay, construct and maintain, driveways, parking areas, paving, light poles, fences or any desired utility over and/or through and across the Easement Property; provided, however, it (a) does not materially impair or interfere with Grantee's rights to use the Easement Property or impact the safety of the Facilities located on the Easement Property and (b) satisfies Grantee's required and applicable spacing, including depth separation limits, and other protective requirements. In the event the terms of this paragraph are violated, the affected Grantor shall immediately eliminate such violation upon receipt of written notice from Grantee, or Grantee shall have the immediate right to correct or eliminate the violation at the sole expense of such Grantor.

4. ***Construction, Major Maintenance, Repair and Replacement.*** Grantee shall give respective affected Grantors and, if the Port is then occupied by the Government, the GSA, at least ten (10) days prior written notice of its intent to commence Non-Routine Work on the Easement Property. "Non-Routine Work" means work related to the Utility Lines that involves repair or replacement of the Utility Lines or other work on the Utility Lines that will likely interrupt or interfere with the respective Grantors', or their respective tenants, successors, or assigns, use of the Easement Property. Grantors shall provide all necessary contact information for such notices to Grantee in writing. Grantee agrees to take reasonable steps to minimize the disruption to the operation of the Easement Property when performing any Non-Routine Work on the Easement Property. Notwithstanding the foregoing, in the event of emergency, Grantee shall not be required to provide ten (10) days prior notice of its intent to commence Non-Routine Work but shall use its best efforts to provide notice to the affected Grantors, or their successors and assigns, and to the GSA of its intent to enter the affected Easement Property as soon as reasonably practicable. Upon completion of any Non-Routine Work, Grantee shall promptly restore any landscaping, parking areas, paving, curbs, utilities, signs, fencing, walls, and other improvements, equipment, and fixtures that were installed in compliance with Paragraph 3 (Reservation of Rights) and disturbed or damaged by Grantee, its successors and assigns, as nearly as reasonably practicable, to as good a condition as existed at the time of commencement of such work.

5. ***Encroachments.*** Grantee, its successors and assigns, shall have the right to mow the Easement Property, cut and trim trees or shrubbery, and to correct or eliminate any unapproved encroachment upon the Easement Property. Grantee, or its successors and assigns, shall dispose of all cuttings and trimmings either by piling and burning in the Easement Property (subject to fire or air pollution laws and regulations) or by loading and hauling away from the Easement Property.

6. ***Restoration.*** During the term of this Agreement, Grantee, or its successors and assigns, shall maintain the Easement Property in a manner consistent with the purposes for which the Easement will be used by Grantee hereunder. Grantee, or its successors and assigns, will restore the Easement Property and respective Grantors' remaining property, if any, used by Grantee, or its successors and assigns, to as near to original condition as reasonably practicable. Upon the termination of this Agreement, Grantee shall either (i) remove the Facilities and restore the Easement Property and any of respective Grantors' property used by Grantee as nearly as reasonably practicable to as good a condition as existed at the time of commencement of Grantee's operations hereunder, or (ii) abandon the underground Facilities and remove all above ground appurtenances on the Easement Property in accordance with applicable law, rules and regulations.

7. **Gates and Fences.** Grantee, its successors and assigns, shall have the right to remove, cut, use, repair, and replace any gates or fences that cross the Easement Property. In the event Grantee, its successors and assigns, does not repair and/or restore the fences or gates, Grantee, its successors and assigns, shall, in addition to the consideration paid for this Agreement, pay Grantor for any actual monetary damage caused by Grantee to the gates and fences.

8. **Insurance.** Grantee, or its successors and assigns, shall maintain at all times while it uses the Easement Property, including during construction and operations on the Easement Property, commercial liability insurance, issued by an insurer authorized to issue liability insurance in this State, or self-insurance, insuring the respective Grantors, its successors and assigns, against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of the Grantee or Grantee's agents or contractors.

9. **Assignability and Binding Effect.** This Easement shall be assignable in whole or in part. Grantee shall provide written notice to the property owner at the last known address of the person in whose name the Easement Property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the Easement Property if and when Grantee assigns the interest under this Agreement to another entity, provided that such notice is not required if the assignment is to an affiliate or to a successor through merger, consolidation or other sale or transfer of all or substantially all of Grantee's assets and businesses. This Agreement and all the rights, terms, provisions, and obligations granted herein are covenants running with the Easement Property and shall bind and inure to the benefit of Grantee and Grantee's successors and assigns and to the benefit of the respective Grantors and the respective Grantors' successors and assigns.

10. **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the applicable federal or state court located in the county in which the Easement Property is located.

11. **Notices.** Any notice required or permitted under this Agreement must be in writing and shall delivered to the intended recipient at the address shown in this Agreement by (i) United States Postal Service (USPS), postage prepaid, certified mail, return receipt requested; or (ii) a nationally-recognized overnight courier delivery service, and will be effective upon the date when actually received. Any address for notice may be changed by written notice delivered as provided herein.

12. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any amendment or modification must be in writing and executed by all parties. If there are conflicts between any attachment and the body of this Agreement, the body of this Agreement will control.

[Remainder of page intentionally left blank. SIGNATURE PAGES FOLLOW]

UNITED STATES OF AMERICA,
acting by and through the
Administrator of General Services Administration
and authorized representatives

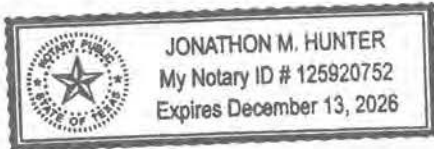
By: Melvin E. Freeman
MELVIN E. FREEMAN
Director
Office of Real Property Disposition
Greater Southwest Region
General Services Administration

THE STATE OF TEXAS)(

COUNTY OF TARRANT)(

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared MELVIN E. FREEMAN, known to me to be the person whose name is subscribed to the foregoing Non-Exclusive Gas Utility Easement Agreement, and known to me to be the Director, Office of Real Property Disposition, Public Building Service, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this 31 day of
OCTOBER, 2024.



[Signature]
Notary Public State of Texas

Notary's Name: _____

My Commission Expires: _____

EL PASO INFRASTRUCTURE COLLABORATIVE,
LLC

Signature:
Printed Name:
Title:

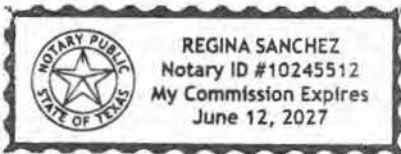
Rafael
Ricardo Mora
Manager

GRANTOR

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This document was acknowledged before me on the 20 day of November, 2024
by Ricardo Mora, Manager of EL PASO INFRASTRUCTURE COLLABORATIVE,
LLC ("EPIC"), a Texas limited liability company, on behalf of EPIC.

Seal:



[Signature]
Notary Public, State of Texas

EPIC Signature page to Non-Exclusive Gas Utility Easement Agreement

CITY OF EL PASO, TEXAS

Signature: Ellen Smyth for
Printed Name: Dionne Mack
Title: City Manager

GRANTOR

STATE OF TEXAS)

COUNTY OF EL PASO)

This document was acknowledged before me on the 11 day of January, 2025,
by Rosemary Monsivais of CITY OF EL PASO, on behalf of the City
of El Paso.

Seal:



Approved as to Form:

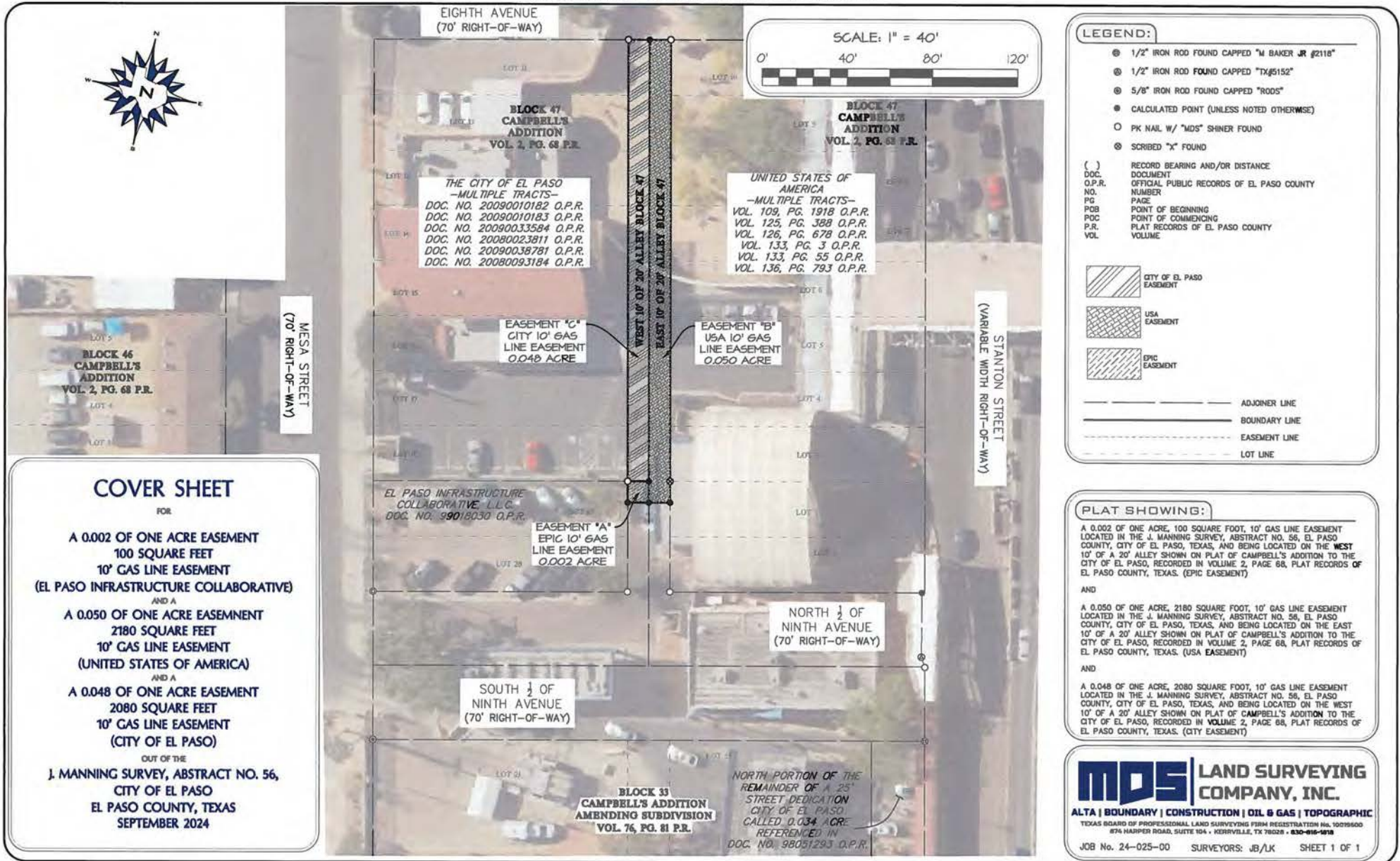
Roberta Brito
Roberta Brito
Assistant City Attorney

Approved as to Content:

Roberto Tinajero
Roberto Tinajero, Director
International Bridges Department

City Signature page to Non-Exclusive Gas Utility Easement Agreement

ATTACHMENT "A": TGS UTILITY EASEMENTS



EASEMENT "A" EPIC 10' GAS LINE EASEMENT 0.002 ACRE



LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 78°12'20" E | 10.00' |
| L2 | S 11°47'40" E | 10.00' |
| L3 | S 78°12'20" W | 10.00' |
| L4 | N 11°47'40" W | 10.00' |

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS §
COUNTY OF KERR §

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

Jeff Boerner
JEFF BOERNER, RPLS
4939
TEXAS REGISTRATION NO.



EIGHTH AVENUE
(70' RIGHT-OF-WAY)

SCALE: 1" = 40'



LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX#5152"
- 5/8" IRON ROD FOUND CAPPED "RODS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND
- () RECORD BEARING AND/OR DISTANCE
- DOC. DOCUMENT
- O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
- NO. NUMBER
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- P.R. PLAT RECORDS OF EL PASO COUNTY
- VOL. VOLUME
- EPIC EASEMENT
- ADJOINER LINE
- BOUNDARY LINE
- - - EASEMENT LINE
- - - LOT LINE

PLAT SHOWING:

A 0.002 OF ONE ACRE, 100 SQUARE FOOT, 10' GAS LINE EASEMENT LOCATED IN THE 4. WANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON THE WEST 10' OF A 20' ALLEY SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

EXHIBIT

OF
A 0.002 OF ONE ACRE TRACT
100 SQUARE FEET
10' GAS LINE EASEMENT
(EL PASO INFRASTRUCTURE
COLLABORATIVE)

OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PSRM REGISTRATION NO. 10079600
874 HARPER ROAD, SUITE 104 • KERRVILLE, TX 78028 • 830-816-1818

JOB No. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1

MESA STREET
(70' RIGHT-OF-WAY)

STANTON STREET
(VARIABLE WIDTH RIGHT-OF-WAY)

EL PASO INFRASTRUCTURE
COLLABORATIVE, L.L.C.
DOC. NO. 99018030 O.P.R.

10' GAS LINE
EASEMENT (EPIC)

NORTH 1/2 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

SOUTH 1/2 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

BLOCK 33
CAMPBELL'S ADDITION
AMENDING SUBDIVISION
VOL. 76, PG. 81 P.R.

NORTH PORTION OF THE
REMAINDER OF A 25'
STREET DEDICATION
CITY OF EL PASO
CALLED 0.034 ACRE
REFERENCED IN
DOC. NO. 98051293 O.P.R.

**FIELD NOTES FOR A 0.002 OF ONE ACRE (100 SQUARE FOOT)
GAS LINE EASEMENT**

BEING A 0.002 OF ONE ACRE, 100 SQUARE FOOT, 10' WIDE GAS LINE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' WIDE ALLEY IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.002 OF ONE ACRE, 100 SQUARE FOOT, 10' WIDE GAS LINE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

COMMENCING at a "PK" nail with "MDS" shiner found at the intersection of the south right-of-way line of Eighth Avenue (70' Right-of-Way), with the west line of said 20' Alley, said point being the northeast corner of Lot 11, Block 47, Campbell's Addition;

THENCE S 11°47'40" E, along the west line of said 20' Alley, and the east lines of Lots 11-18, Block 47, **for a distance of 208.00'** to a "PK" nail with "MDS" shiner found for northwest corner at the southeast corner of Lot 18, Block 47, and the northeast corner of Lot 19, Block 47, and **POINT OF BEGINNING**;

THENCE N 78°12'20" E, departing the west line of the 20' Alley, over and across a portion of said 20' Alley, **for a distance of 10.00'** to a calculated point for the northeast corner in the centerline of the 20' Alley;

THENCE S 11°47'40" E, along the centerline of the 20' Alley, **for a distance of 10.00'** to a calculated point for the southeast corner;

THENCE S 78°12'20" W, departing the centerline of the 20' Alley, over and across a portion of said 20' Alley, **for a distance of 10.00'** to a calculated point for southwest corner in the west line of the 20' Alley, and the east line of Lot 19, Block 47, Campbell's Addition;

THENCE N 11°47'40" W, along the west line of the 20' Alley, and a portion of the east line of Lot 19, Block 47, **for a distance of 10.00'** to the **POINT OF BEGINNING, CONTAINING 0.002 of one acre (100 Square Feet)**, more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.



9/12/2024

Jeff Boerner Date
Registered Professional Land Surveyor
Texas Registration No. 4939
MDS Land Surveying Company, Inc.
TBPELS Firm Registration No. 10019600



Job No. 24-025-00 EPIC Easement

Page 1 of 1

EASEMENT "B" USA 10' GAS LINE EASEMENT 0.050 ACRE



LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 78°12'20" W | 10.00' |
| L2 | N 78°12'20" E | 10.00' |

EIGHTH AVENUE
(70' RIGHT-OF-WAY)

SCALE: 1" = 40'



LEGEND:

- 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"
- 1/2" IRON ROD FOUND CAPPED "TX#5152"
- 5/8" IRON ROD FOUND CAPPED "RODS"
- CALCULATED POINT (UNLESS NOTED OTHERWISE)
- PK NAIL W/ "MDS" SHINER FOUND
- SCRIBED "X" FOUND
- () RECORD BEARING AND/OR DISTANCE
- DOC. DOCUMENT
- O.P.R. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
- NO. NUMBER
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- P.R. PLAT RECORDS OF EL PASO COUNTY
- VOL. VOLUME
- USA EASEMENT
- ADJOINER LINE
- BOUNDARY LINE
- EASEMENT LINE
- LOT LINE

PLAT SHOWING:

A 0.050 OF ONE ACRE, 2180 SQUARE FOOT, 10' GAS LINE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON THE EAST 10' OF A 20' ALLEY SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

EXHIBIT

OF
A 0.050 OF ONE ACRE TRACT
2180 SQUARE FEET
10' GAS LINE EASEMENT
(UNITED STATES OF AMERICA)

OUT OF THE
J. MANNING SURVEY, ABSTRACT NO. 56,
CITY OF EL PASO
EL PASO COUNTY, TEXAS
SEPTEMBER 2024

MDS LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC

TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION No. 10018900
874 HARPER ROAD, SUITE 104 • KERRVILLE, TX 78628 • 830-818-1818

JOB No. 24-025-00 SURVEYORS: JB/LK SHEET 1 OF 1

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
- DISTANCES SHOWN HEREON ARE GRID VALUES.
- FIELD SURVEY COMPLETED IN MAY OF 2023.
- VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
- A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SURVEYOR'S AFFIRMATION:

STATE OF TEXAS §
COUNTY OF KERR §

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.



JEFF BOERNER, RPLS
4939
TEXAS REGISTRATION NO.

MESA STREET
(70' RIGHT-OF-WAY)

STANTON STREET
(VARIABLE WIDTH RIGHT-OF-WAY)

EL PASO INFRASTRUCTURE
COLLABORATIVE, L.L.C.
DOC. NO. 99018030 O.P.R.

NORTH 1/2 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

SOUTH 1/2 OF
NINTH AVENUE
(70' RIGHT-OF-WAY)

BLOCK 33
CAMPBELL'S ADDITION
AMENDING SUBDIVISION
VOL. 76, PG. 81 P.R.

NORTH PORTION OF THE
REMAINDER OF A 25'
STREET DEDICATION
CITY OF EL PASO
CALLED 0.054 ACRE
REFERENCED IN
DOC. NO. 98051293 O.P.R.

BLOCK 47
CAMPBELL'S
ADDITION
VOL. 2, PG. 68 P.R.

BLOCK 47
CAMPBELL'S
ADDITION
VOL. 2, PG. 68 P.R.

THE CITY OF EL PASO
-MULTIPLE TRACTS-
DOC. NO. 20090010182 O.P.R.
DOC. NO. 20090010183 O.P.R.
DOC. NO. 20090033584 O.P.R.
DOC. NO. 20080023811 O.P.R.
DOC. NO. 20090038781 O.P.R.
DOC. NO. 20080093184 O.P.R.

UNITED STATES OF
AMERICA
-MULTIPLE TRACTS-
VOL. 109, PG. 1918 O.P.R.
VOL. 125, PG. 388 O.P.R.
VOL. 126, PG. 678 O.P.R.
VOL. 133, PG. 3 O.P.R.
VOL. 133, PG. 55 O.P.R.
VOL. 136, PG. 793 O.P.R.

WEST 1/2 OF 20' ALLEY BLOCK 47
N 71°47'14" W 218.00'

5 1/2" IRON ROD FOUND CAPPED "M BAKER JR #2118"

10' GAS LINE
EASEMENT (USA)

**FIELD NOTES FOR A 0.050 OF ONE ACRE (2180 SQUARE FOOT)
GAS LINE EASEMENT**

BEING A 0.050 OF ONE ACRE, 2180 SQUARE FOOT, 10' WIDE GAS LINE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE EAST 10' OF A 20' WIDE ALLEY IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.050 OF ONE ACRE, 2180 SQUARE FOOT, 10' WIDE GAS LINE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

BEGINNING at a "PK" nail with "MDS" shiner found at the intersection of the south right-of-way line of Eighth Avenue (70' Right-of-Way), with the east line of said 20' Alley, said point being the northwest corner of Lot 10, Block 47, Campbell's Addition;

THENCE S 11°47'40" E, along the east line of the 20' Alley, and the west line of Lots 10, 9, 8, 7, 6, 5, 4, 3, and a portion of Lot 2, Block 47, at a distance of 208.00' pass a found "x" scribed in concrete at the southwest corner of Lot 3, Block 47, and the northwest corner of Lot 2, Block 47, **continuing a total distance of 218.00'** to a calculated point for the southeast corner;

THENCE S 78°12'20" W, departing the east line of said 20' Alley, over and across a portion of said 20' Alley, **for a distance of 10.00'** to a calculated point for southwest corner in the centerline of the 20' Alley;

THENCE N 11°47'40" W, along the centerline of the 20' Alley, **for a distance of 218.00'** to a calculated point for northwest corner in the south right-of-way line of Eighth Avenue;

THENCE N 78°12'20" E, along the north line of said 20' Alley, and the south line of Eighth Avenue, **for a distance of 10.00'** to the **POINT OF BEGINNING, CONTAINING 0.050 of one acre (2180 Square Feet)**, more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.

9/12/2024

Jeff Boerner

Date

Registered Professional Land Surveyor

Texas Registration No. 4939

MDS Land Surveying Company, Inc.

TBPELS Firm Registration No. 10019600



Job No. 24-025-00 USA Easement

EASEMENT "C" CITY 10' GAS LINE EASEMENT 0.048 ACRE



LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 78°12'20" E | 10.00' |
| L2 | S 78°12'20" W | 10.00' |

MESA STREET
(70' RIGHT-OF-WAY)

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED IN MAY OF 2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE NOT LOCATED WITH THIS SURVEY EXHIBIT; IMPROVEMENTS/UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
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SURVEYOR'S AFFIRMATION:

STATE OF TEXAS §
COUNTY OF KERR §

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 12th DAY OF SEPTEMBER, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.



§ 4939
TEXAS REGISTRATION NO.

EIGHTH AVENUE
(70' RIGHT-OF-WAY)

POB

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

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**FIELD NOTES FOR A 0.048 OF ONE ACRE (2080 SQUARE FOOT)
GAS LINE EASEMENT**

BEING A 0.048 OF ONE ACRE, 2080 SQUARE FOOT, 10' WIDE GAS LINE EASEMENT LOCATED IN THE J. MANNING SURVEY, ABSTRACT NO. 56, EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING LOCATED ON A PORTION OF THE WEST 10' OF A 20' WIDE ALLEY IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.048 OF ONE ACRE, 2080 SQUARE FOOT, 10' WIDE GAS LINE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment).

BEGINNING at a "PK" nail with "MDS" shiner found at the intersection of the south right-of-way line of Eighth Avenue (70' Right-of-Way), with the west line of said 20' Alley, said point being the northeast corner of Lot 11, Block 47, Campbell's Addition;

THENCE N 78°12'20" E, along the north line of said 20' Alley, and the south line of Eighth Avenue, **for a distance of 10.00'** to a calculated point for northeast corner;

THENCE S 11°47'40" E, departing the south right-of-way line of Eighth Avenue, along the centerline of the 20' Alley, **for a distance of 208.00'** to a calculated point for the southeast corner;

THENCE S 78°12'20" W, departing the centerline of the 20' Alley, over and across a portion of said 20' Alley, **for a distance of 10.00'** to a "PK" nail with "MDS" shiner found for southwest corner in the west line of the 20' Alley at the northeast corner of Lot 19, Block 47, the southeast corner of Lot 18, Block 47;

THENCE N 11°47'40" W, along the west line of the 20' Alley, and the east lines of Lots 18, 17, 16, 15, 14, 13, 12, and 11, Block 47, **for a distance of 208.00'** to the **POINT OF BEGINNING, CONTAINING 0.048 of one acre (2080 Square Feet)**, more or less, in El Paso County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, September, 2022, and May 2023. A survey plat of equal date was made in conjunction with this description.

9/19/2024

Jeff Boerner

Date

Registered Professional Land Surveyor

Texas Registration No. 4939

MDS Land Surveying Company, Inc.

TBPELS Firm Registration No. 10019600



Job No. 24-025-00 COEP Easement

Ninth Avenue and Alley ROW Vacation

City Plan Commission — April 18, 2024 **[REVISED]**



| | |
|----------------------------|---|
| CASE NUMBER/TYPE: | SURW24-00003 – RIGHT-OF-WAY VACATION |
| CASE MANAGER: | Alex Alejandre, (915) 212-1642, AlejandreAX@elpasotexas.gov |
| PROPERTY OWNER: | Jose and Carmen Silva Family Limited Partnership, United States of America, City of El Paso, and El Paso Infrastructure Collaborative, LLC. |
| REPRESENTATIVE: | Ernesto L. Cisneros |
| LOCATION: | East of Mesa St. and North of Cesar Chavez Memorial Hwy. (District 8) |
| PROPERTY AREA: | 0.53 acres |
| ZONING DISTRICT(S): | C-4/sp (Commercial/Special Permit) / SRR (Special Residential Revitalization) |
| PUBLIC INPUT: | One email in support as of April 17, 2024 |

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITION** of the Ninth Avenue and Alley Right-of-Way (ROW) Vacation, with the following condition:

- That all necessary utility easements be finalized prior to approval by City Council.

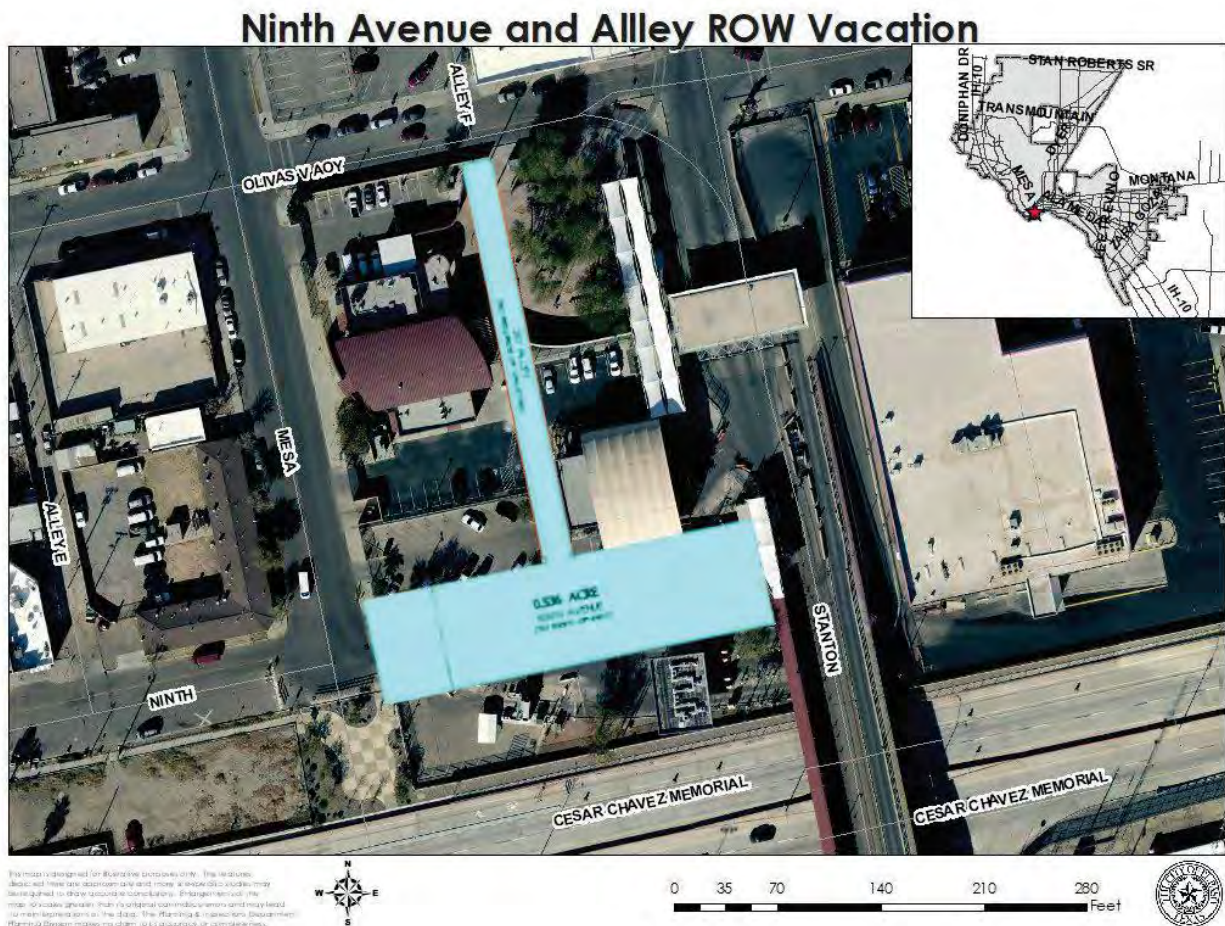


Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicants are proposing to vacate seventy (70') feet of width of a portion of Ninth Avenue and all of a twenty (20') foot wide alley in Block 47 within Campbell Addition. The proposed area to be vacated is located east of Mesa St. and between Olivas V Aoy Avenue and Cesar Chavez Memorial Highway. The total area to be vacated is approximately 0.53 acres in size. The applicants are requesting to vacate ROW in order to allow for the existing Stanton Street Port of Entry Dedicated Commuter Lane facility. The right-of-way is currently paved, with existing utility infrastructure. Further coordination is required with utility companies in order to retain existing infrastructure and services.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

| Surrounding Zoning and Use | |
|--|---|
| North | SRR -(Special Residential Revitalization) and C-4 (Commercial) Parking lot/ Commercial development |
| South | C-4/sp (Commercial/Special Permit) International Bridges Department |
| East | C-4 (Commercial) / International Bridges Department |
| West | SRR/sp -(Special Residential Revitalization/Special Permit) and C-4/sp (Commercial/Special Permit) International Bridges Department/Parking lot |
| Nearest Public Facility and Distance | |
| Park | Armijo City Park (0.14 mi) |
| School | Aoy Elementary (0.07 mi) |
| Plan El Paso Designation | |
| G-2, Traditional Neighborhood (Walkable) | |
| Impact Fee Service Area | |
| N/A | |

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on April 2, 2024 to all property owners within 200 feet of the subject property. As of April 17, 2024, staff has received one email in support regarding this request.

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

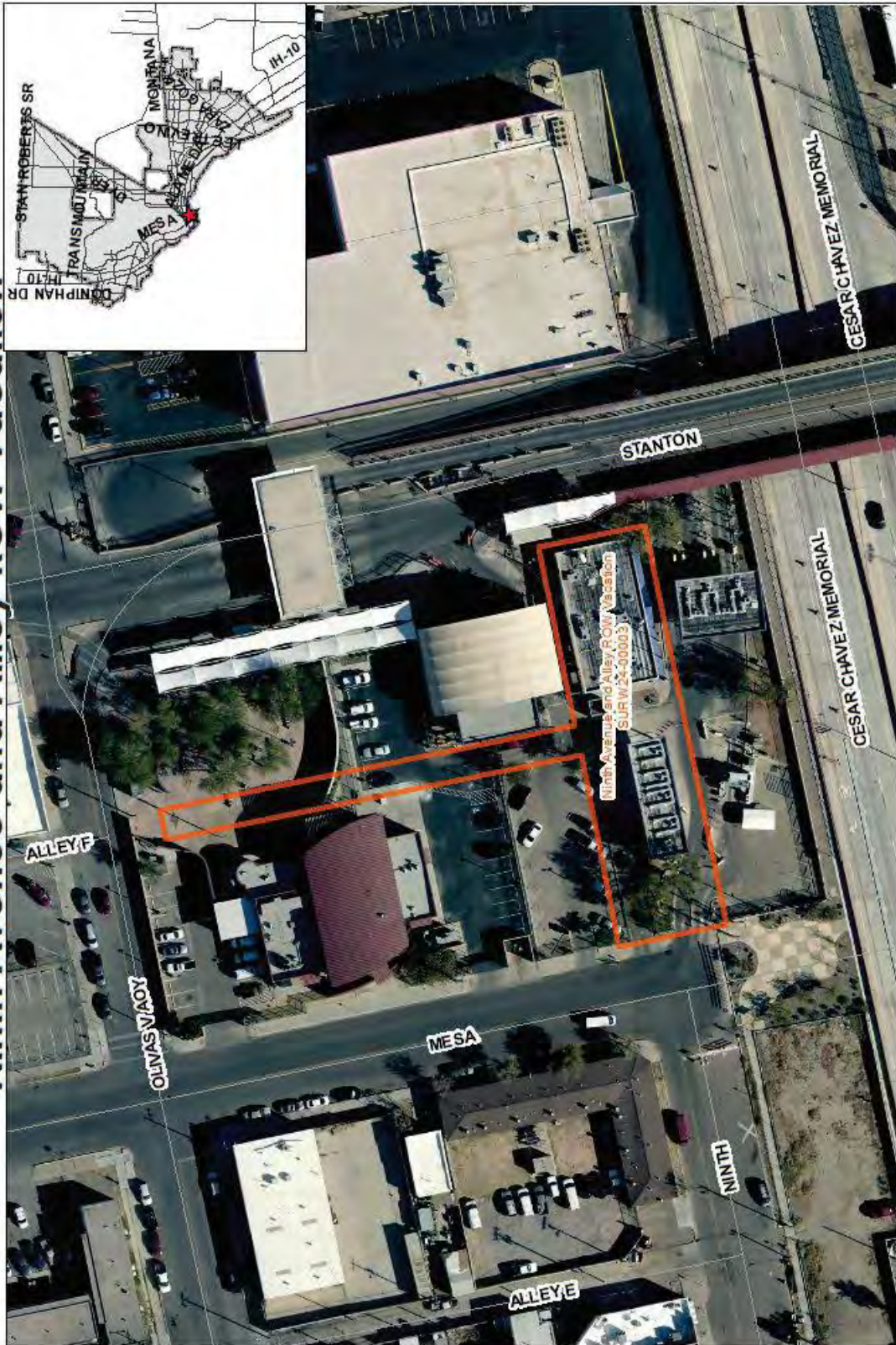
1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code.
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

ATTACHMENTS:

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments
6. Email in Support

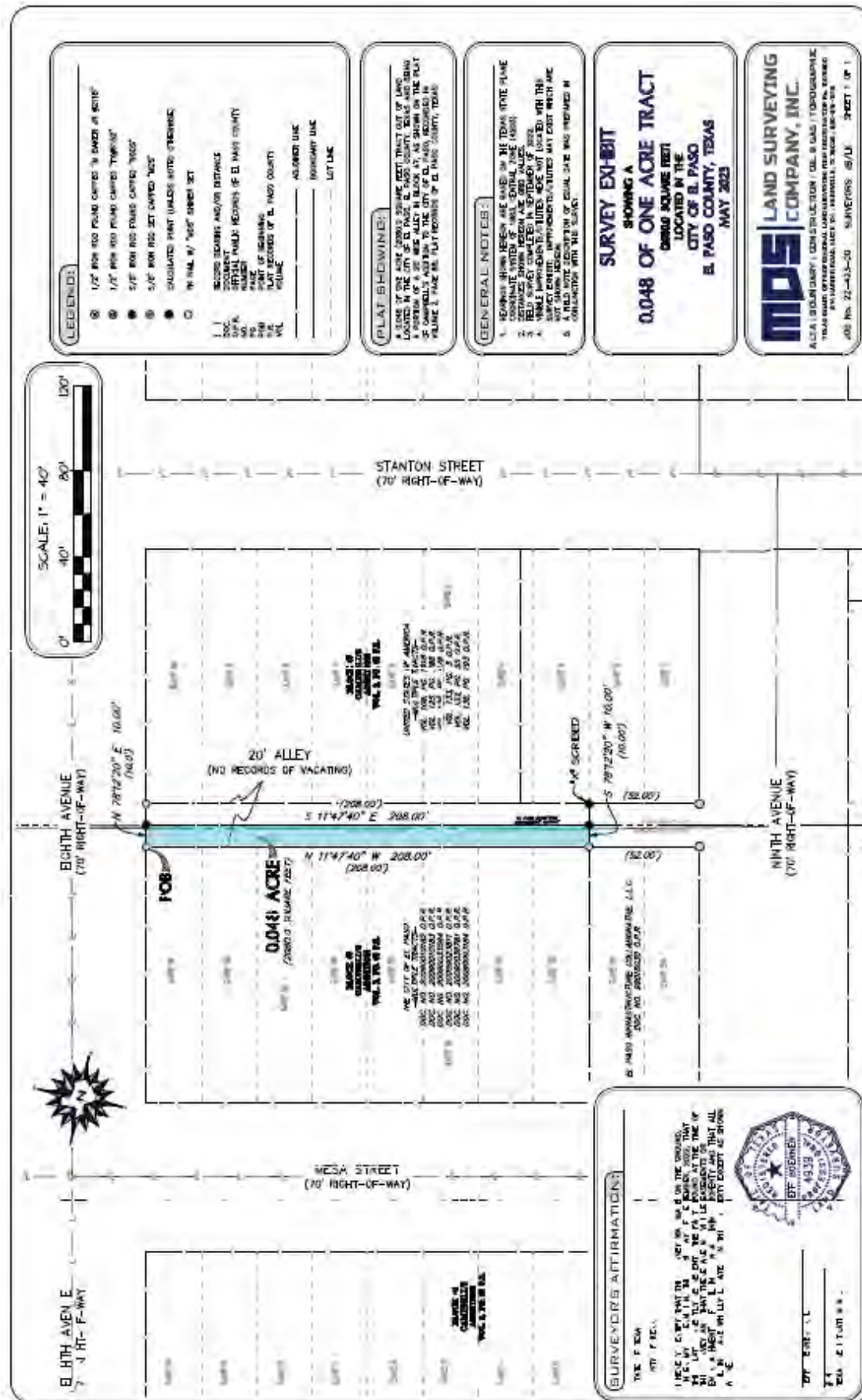
ATTACHMENT 1

Ninth Avenue and Alley ROW Vacation

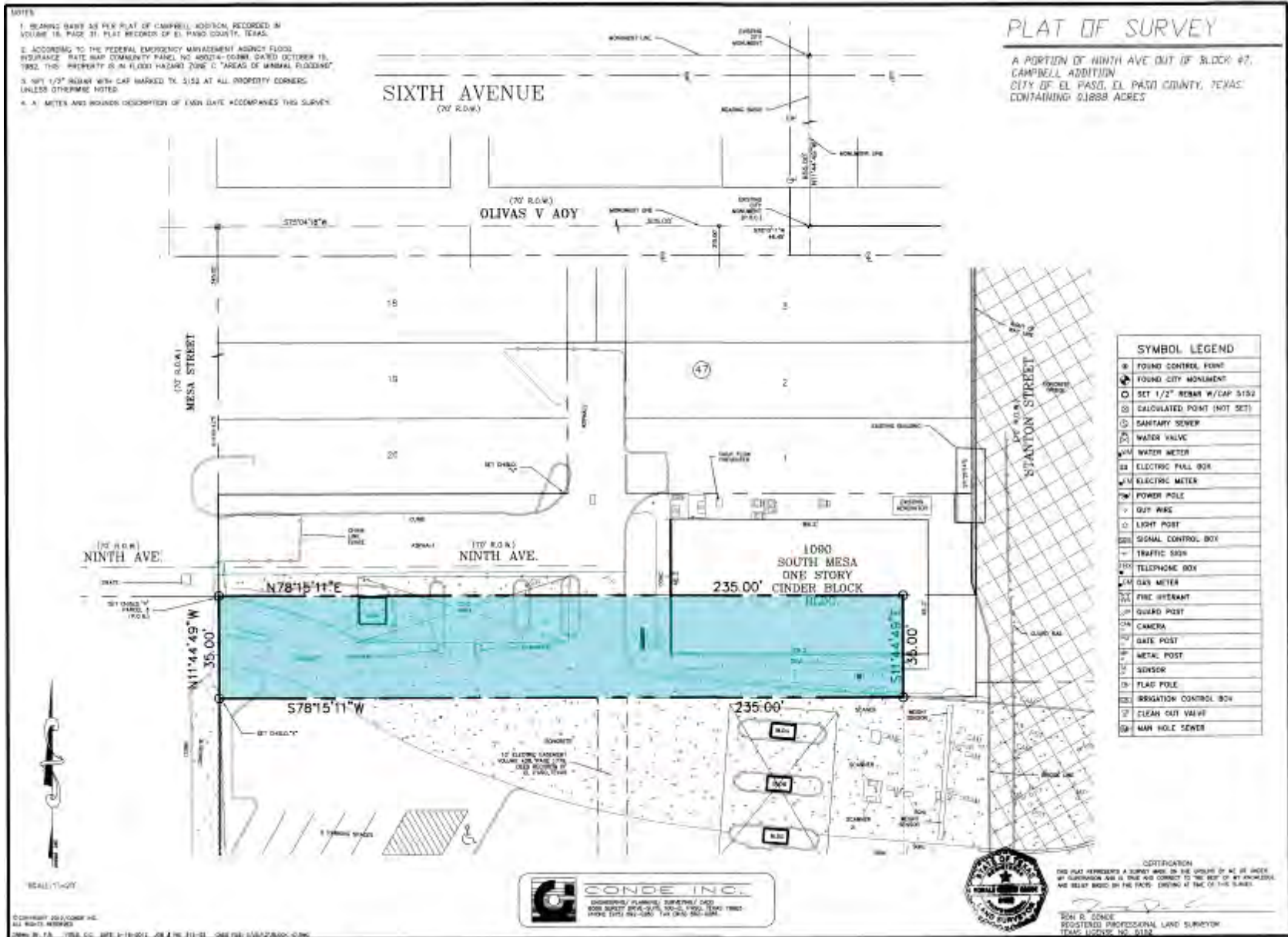


This map is prepared for the Board of Supervisors. The Board of Supervisors is not responsible for the accuracy of the information on this map. The Board of Supervisors is not responsible for the accuracy of the information on this map. The Board of Supervisors is not responsible for the accuracy of the information on this map.

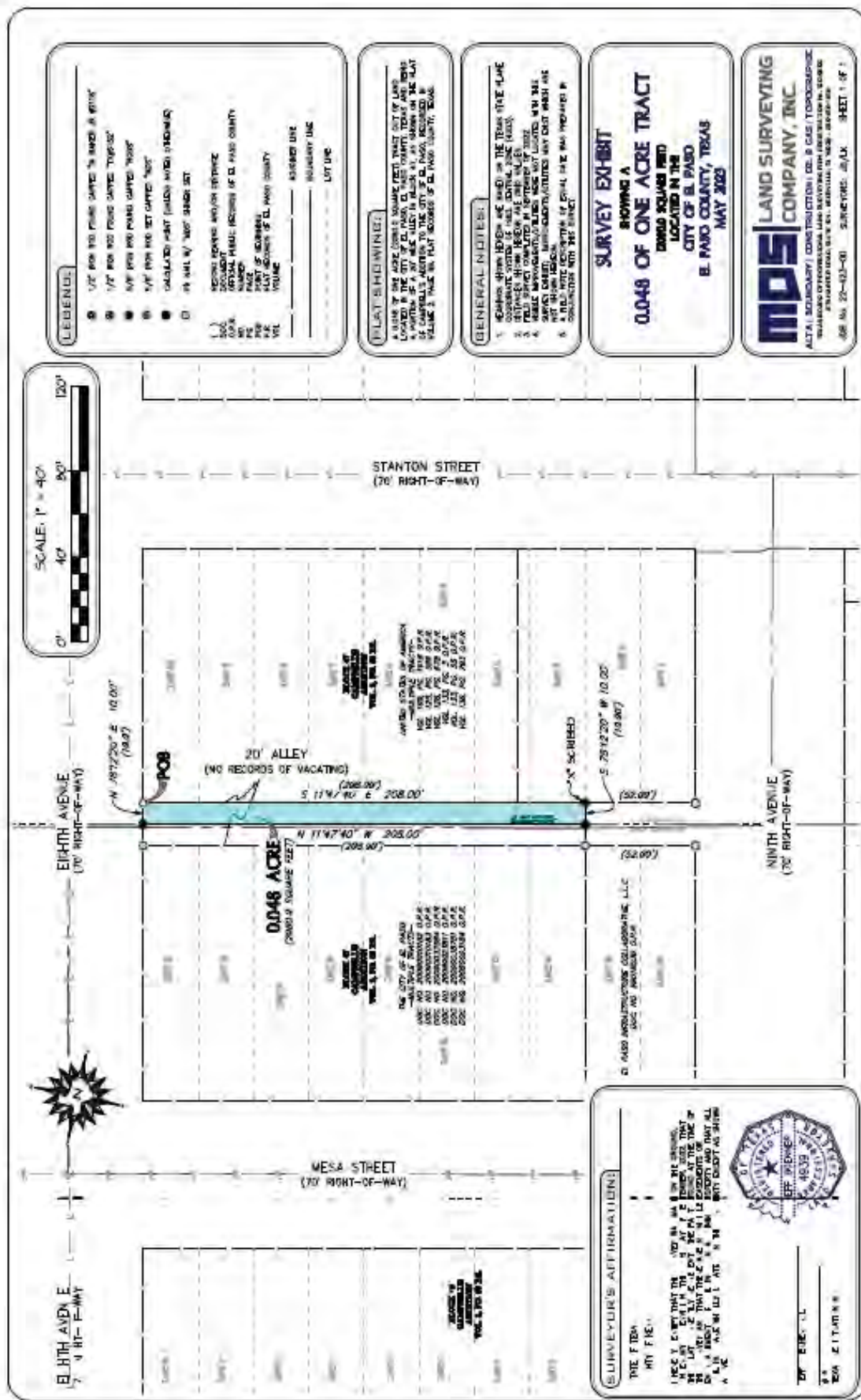












ATTACHMENT 3



FIELD NOTES FOR A 0.536 OF ONE ACRE TRACT OF LAND

BEING A 0.536 OF ONE ACRE TRACT OF LAND LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING A PORTION OF NINTH AVENUE AND ALL OF A 20' WIDE ALLEY IN BLOCK 47, AS SHOWN ON THE PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.536 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings are based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment). () denotes record information.

BEGINNING at a found 5/8" iron rod capped "RODS" for the southwest corner of the herein described tract, said point being at the northwest corner of Lot 21, Block 33, Campbell's Addition, Amending Subdivision, recorded in Volume 76, Page 81, Plat Records of El Paso, Texas, said point being at the intersection of the east right-of-way line of Mesa street (70' right-of-way) with the south right-of-way line of Ninth Avenue (70' right-of-way);

THENCE N 11°47'40" W, with the east line of Mesa Street, over and across Ninth Avenue, for a distance of 70.00' (N 11°44'49" W, 70.0') to a set 5/8" iron rod capped "MDS" for a northwesterly exterior corner of the herein described tract, said point being at the southwest corner of Lot 20, Block 47, Campbell's Addition, said point being at the intersection of the east right-of-way line of Mesa Street with the north right-of-way line of Ninth Avenue;

THENCE N 78°12'20" E, departing the east right-of-way line of Mesa Street, with the north right-of-way line of Ninth Avenue and the south line of Lot 20, Block 47, Campbell's Addition, for a distance of 120.00' (N 78°15'11" E, 120.00') to a "PK" nail with shiner set for an interior corner of the herein described tract, said point being at the southeast corner of Lot 20, Block 47, Campbell's Addition, said point being at the intersection of the north right-of-way line of Ninth Avenue with the west line of said 20' wide alley;

THENCE N 11°47'40" W, departing the north right-of-way line of Ninth Avenue, with the west line of said 20' wide alley and the east line of Lots 20, 19, 18, 17, 16, 15, 14, 13, 12, and 11, Block 47, Campbell's Addition, for a distance of 260.00' (N 11°44'49" W, 260.00') to a "PK" nail with shiner set for the northwest corner of the herein described tract, said point being at the northeast corner of Lot 11, Block 47, Campbell's Addition, said point being at the intersection of the west line of said 20' wide alley with the south right-of-way line of Eighth Avenue;

THENCE N 78°12'20" E, with the south right-of-way line of Eighth Avenue, for a distance of 20.00' (20.0') to a "PK" nail with shiner set for the northeast corner of the herein described tract, said point being at the northwest corner of Lot 10, Block 47, Campbell's Addition, said point being at the intersection of the east line of said 20' wide alley, with the south right-of-way line of Eighth Avenue;

THENCE S 11°47'40" E, departing the south right-of-way line of Eighth Avenue, with the east line of said 20' wide alley and the west line of Lots 10, 9, 8, 7, 6, 5, 4, 3, 2 and 1, Block 47, Campbell's Addition, for a distance of 260.00' (S 11°44'49" E, 260.00') to a "PK" nail with shiner set for an interior corner of the herein described tract, said point being at the southwest corner of Lot 1, Block 47, Campbell's Addition, said point being at the intersection of the east line of said 20' alley, with the north right-of-way line of Ninth Avenue;

THENCE N 78°12'20" E, with the north right-of-way line of Ninth Avenue and the south line of said Lot 1, Block 47, Campbell's Addition, for a distance of 118.61' (N 78°15'11" E, 118.61') to a calculated point for a northeasterly exterior corner of the herein described tract;

THENCE departing the north right-of-way line of Ninth Avenue and the south line of said Lot 1, Block 47, Campbell's Addition, over and across Ninth Avenue, the following courses and distances:

Page 1 of 2

874 Harper Road # 104 • Kerrville, TX 78028
830-816-1818 • mds-surveying.com
TBPLS Firm Registration No. 10019600

FIELD NOTES FOR A 0.048 OF ONE ACRE (2080.0 SQUARE FEET) TRACT OF LAND

BEING A 0.048 OF ONE ACRE (2080.0 SQUARE FEET) TRACT OF LAND LOCATED IN EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING A 20' WIDE ALLEY SHOWN ON BLOCK 47, CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.048 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment), () denotes record information.

BEGINNING at a "PK" nail with shiner found for northwest corner at the northeast corner of Lot 11, Block 47, Campbell's Addition, said point being at the intersection of the south right-of-way line of Eighth Avenue (aka Olivas V Aoy Avenue), (70' right-of-way), with the west line of said 20' wide alley;

THENCE N 78°12'20" E, with the south right-of-way line of Eighth Avenue, **for a distance of 10.00' (10.0')** to a calculated point for northeast corner;

THENCE S 11°47'40" E, departing the south right-of-way line of Eighth Avenue, with the centerline of said 20' wide alley, **for a distance of 208.00' (208.0')** to a calculated point for southeast corner;

THENCE S 78°12'20" W, departing the centerline of said 20' wide alley, over and across a portion of said 20' wide alley, **for a distance of 10.00' (10.0')** to a "PK" nail with shiner stamped "TX#6223" for southwest corner in the west line of said 20' wide alley, said point being the northeast corner of Lot 19, Block 47, Campbell's Addition, the southeast corner of Lot 18, Block 47, Campbell's Addition;

THENCE N 11°47'40" W, with the west line of said 20' wide alley, the east line of Lots 18 through 11, Block 47, Campbell's Addition, **for a distance of 208.00' (208.0')** to the **POINT OF BEGINNING, CONTAINING 0.048 of one acre (2080.0 Square Feet) of land, more or less.**

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in September, 2022. A survey plat of equal date was made in conjunction with this description.


Jeff Boerner, TPLS #4939
Date: 05-24-2023
Job # 22-423-00 Exhibit 2



FIELD NOTES FOR A 0.020 OF ONE ACRE (875.0 SQUARE FEET) TRACT OF LAND

BEING A 0.020 OF ONE ACRE (875.0 SQUARE FEET) TRACT OF LAND LOCATED IN EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING A PORTION OF NINTH AVENUE, AS SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.020 OF ONE ACRE (875.0 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment), () denotes record information.

BEGINNING at a 1/2" iron rod capped "M BAKER JR #2118" found at the intersection of the south right-of-way line of Ninth Avenue (70' right-of-way) and the west right-of-way line of Stanton Street (70' right-of-way), said point being the northeast corner of a called 0.034 of one acre tract recorded in Document No. 98051293, Official Public Records of El Paso County, Texas;

THENCE S 78°12'20" W, departing the west right-of-way line of Stanton Street, with the south right-of-way line of Ninth Avenue, and the north line of the called 0.034 of one acre tract, **for a distance of 25.00'** (S 78°15'11" W, 25.00') to a "PK" nail with "MDS" shiner found for southwest corner at the northwest corner of the called 0.034 of one acre tract, and the northeast corner of Lot 21, Block 33, Campbell's Addition, Amending Plat;

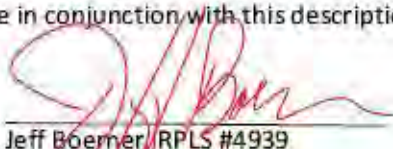
THENCE N 11°47'40" W, departing the south right-of-way line of Ninth Avenue, **for a distance of 35.00'** (N 11°44'49" W, 35.00') to a calculated point in the centerline of Ninth Avenue;

THENCE N 78°12'20" E, with the centerline of Ninth Avenue, **for a distance of 24.93'** (N 78°15'11" E) to a calculated point for corner;

THENCE S 29°34'29" E, **for a distance of 0.23'** (S 29°32'48" E) to a calculated point for angle in the west right-of-way line of Stanton Street;

THENCE S 11°47'40" E, with the west right-of-way line of Stanton Street, **for a distance of 34.78'** (S 11°44'49" E) to the **POINT OF BEGINNING, CONTAINING 0.020 of one acre (875.0 Square Feet)** of land, more or less.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in December, 2019, and September, 2022. A survey plat of equal date was made in conjunction with this description.


Jeff Boerner / RPLS #4939
Date: 06-26-2023
Job # 22-423-00 Exhibit 1c



Page 1 of 1

729B Sidney Baker • Kerrville, TX 78028
830-816-1818 • mds-surveying.com
TBPLS Firm Registration No. 10019600

Prepared for: The City of El Paso
May 30, 2012
(Parcel 1)

METES AND BOUNDS DESCRIPTION

Description of a portion of Ninth Avenue out of Block 47, Campbell Addition as recorded in Book 2, Page 68, Plat Records, City of El Paso, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at an existing City of El Paso monument lying 10 feet north and 10 feet east of the centerline intersection of Stanton Street and Olivas V Aoy from which a found city of El Paso monument lying 10 feet north and 10 feet east of the centerline intersection of Stanton Street and Sixth Avenue bears, North $11^{\circ}44'49''$ West a distance of 655.05 feet; Thence along the monument line of Olivas V Aoy, South $78^{\circ}15'11''$ West a distance of 305.00 feet and South $11^{\circ}44'49''$ East a distance of 310.00 feet to a set chiseled x on the intersection of the easterly right of way line of Mesa Street with the northerly right of way line of Ninth Avenue for the **"TRUE POINT OF BEGINNING"**

Thence along said right of way line, North $78^{\circ}15'11''$ East a distance of 120.00 feet to a set v chiseled on concrete curb on the westerly line of a 20 foot alley in Block 47, Campbell Addition;

Thence along said line, North $11^{\circ}44'49''$ West a distance of 52.00 feet to a point;


Thence leaving said line, North $78^{\circ}15'11''$ East a distance of 10.00 feet to a point on the centerline of a 20 foot alley out of Block 47, Campbell Addition;

Thence along said line, South $11^{\circ}44'49''$ East a distance of 87.00 feet to a point on the centerline of Ninth Avenue;

Thence along said line, South $78^{\circ}15'11''$ West a distance of 130.00 feet to a set chiseled v on the easterly right of way line of Mesa Street;

Thence along said right of way line North $11^{\circ}44'49''$ West a distance of 35.00 feet to the **"TRUE POINT OF BEGINNING"** and containing 5,070 Sq. Ft. 0.1164 acres of land more or less.

Note: A Survey drawing of even date accompanies this description.


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



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286

Prepared for: The City of El Paso
May 15, 2012
(Parcel 3)

METES AND BOUNDS DESCRIPTION

Description of a portion of Ninth Avenue out of Block 47, Campbell Addition as recorded in Book 15, Page 31, Plat Records, City of El Paso, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at an existing City of El Paso monument lying 10 feet north and east of the centerline intersection of Stanton Street and Olivas V Aoy from which a found city of El Paso monument lying 10 feet north and 10 feet east of the centerline intersection of Stanton Street and Sixth Avenue bears, North $11^{\circ}44'49''$ West a distance of 655.05 feet; Thence along the monument line of Olivas V Aoy, South $75^{\circ}04'18''$ West a distance of 305.00 feet and South $14^{\circ}55'42''$ East a distance of 345.00 feet to a set chiseled x on the intersection of the easterly right of way line of Mesa Street with the centerline of Ninth Avenue for the **"TRUE POINT OF BEGINNING"**

Thence along the centerline of Ninth Avenue, North $78^{\circ}15'11''$ East a distance of 235.00 feet to a point;

Thence leaving said line, South $11^{\circ}44'49''$ East a distance of 35.00 feet to a point on the southerly right of way line of Ninth Avenue;

Thence along said right of way line, South $78^{\circ}15'11''$ West a distance of 235.00 feet to a set chiseled x on the intersection of the easterly right of way line of Mesa Street with the southerly right of way line of Ninth Avenue;

Thence along the easterly right of way line of Mesa Street, North $11^{\circ}44'49''$ West a distance of 35.00 feet to the **"TRUE POINT OF BEGINNING"** and containing 8225 Sq. Ft. 0.1888 acres of land more or less.

Note: A drawing of even date accompanies this description.


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



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286

FIELD NOTES FOR A 0.115 OF ONE ACRE (5,021.5 SQUARE FEET) TRACT OF LAND

BEING A 0.115 OF ONE ACRE (5,021.5 SQUARE FEET) TRACT OF LAND LOCATED IN EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING A PORTION OF NINTH AVENUE, AND A PORTION OF A 20' WIDE ALLEY IN BLOCK 47, SHOWN ON PLAT OF CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.115 OF ONE ACRE (5,021.5 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment), () denotes record information.

BEGINNING at a found "X" scribed in concrete in the east line of a 20' wide alley shown on plat of Campbell's Addition at the northwest corner of Lot 2, Block 47, Campbell's Addition;

THENCE S 11°47'40" E, with the east line of said 20' wide alley, and the west line of Lots 2 and 1, Block 47, **for a distance of 52.00'** (S 11°44'49" E, 52.0') to a "PK" nail with "MDS" shiner found for interior corner at the southwest corner of Lot 1, Block 47, Campbell's Addition, said point being in the north right-of-way line of Ninth Avenue (70' right-of-way);

THENCE N 78°12'20" E, with the north right-of-way line of Ninth Avenue, and a portion of the south line of Lot 1, Block 47, Campbell's Addition, **for a distance of 118.61'** (N 78°15'11" E, 118.61') to a calculated point for corner;

THENCE departing the north right-of-way line of Ninth Avenue, and the south line of Lot 1, Block 47, Campbell's Addition, the following courses and distances:

- **S 11°29'05" E, 30.37'** (S 11°26'14" E, 30.37') to a ½" iron rod with "TX#5152" cap for angle;
- **S 29°34'29" E 4.86'** (S 29°32'48" E) to a calculated point for corner at the intersection of the centerline of Ninth Avenue;

THENCE S 78°12'20" W, with the centerline of Ninth Avenue, **for a distance of 129.93'** (S 78°15'11" W) to a calculated point for corner at the intersection of the centerline of said 20' wide alley, with the centerline of Ninth Avenue;

THENCE N 11°47'40" W, with the centerline of said 20' wide alley, **for a distance of 87.00'** (N 11°44'49" W, 87.00') to a calculated point for corner;

FIELD NOTES FOR A 0.048 OF ONE ACRE (2080.0 SQUARE FEET) TRACT OF LAND

BEING A 0.048 OF ONE ACRE (2080.0 SQUARE FEET) TRACT OF LAND LOCATED IN EL PASO COUNTY, CITY OF EL PASO, TEXAS, AND BEING A 20' WIDE ALLEY SHOWN ON BLOCK 47, CAMPBELL'S ADDITION TO THE CITY OF EL PASO, RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, SAID 0.048 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, Central Zone 4203 (North American Datum of 1983, 2011 Adjustment), () denotes record information.

BEGINNING at a "PK" nail with shiner found for northeast corner at the northwest corner of Lot 10, Block 47, Campbell's Addition, said point being at the intersection of the south right-of-way line of Eighth Avenue (aka Olivas V Aoy Avenue), (70' right-of-way), with the east line of said 20' wide alley;

THENCE S 11°47'40" E, departing the south right-of-way line of Eighth Avenue, with the east line of said 20' wide alley, the west line of Lots 10 through 3, Block 47, Campbell's Addition, **for a distance of 208.00' (208.0')** to a found "X" scribed in concrete for southeast corner at the southwest corner of Lot 3, Block 47, Campbell's Addition, the northwest corner of Lot 2, Block 47, Campbell's Addition;

THENCE S 78°12'20" W, departing the east line of said 20' wide alley, over and across a portion said 20' wide alley, **for a distance of 10.00' (10.0')** to a calculated point for southwest corner in the centerline of said 20' wide alley;

THENCE N 11°47'40" W, with the centerline of said 20' wide alley, **for a distance of 208.00' (208.0')** to a calculated point for northwest corner at the intersection of the centerline of said 20' wide alley, with the south right-of-way line of Eighth Avenue;

THENCE N 78°12'20" E, with the south right-of-way line of Eighth Avenue, **for a distance of 10.00' (10.0')** to the **POINT OF BEGINNING, CONTAINING 0.048 of one acre (2080.0 Square Feet) of land, more or less.**

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in September, 2023. A survey plat of equal date was made in conjunction with this description.


Jeff Boerner, RPLS #4939
Date: 05/24/2023
Job # 22-423-00 Exhibit 3



ATTACHMENT 4



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: February 28, 2024

File No. _____

1. APPLICANTS NAME See Exhibit "A" attached hereto.
ADDRESS _____ ZIP CODE _____ TELEPHONE _____
2. Request is hereby made to vacate the following: (check one)
Street ☒ Alley ☒ Easement ☒ Other _____
Street Name(s) Ninth Avenue and Alley G Subdivision Name Campbell's Addition
Abutting Blocks 33 & 47 Abutting Lots 20, 1, 21
3. Reason for vacation request: The Stanton Street Port of Entry Dedicated Commuter Lane facility was constructed on a portion of Ninth Avenue and a portion of Alley G which now needs to be vacated.
4. Surface Improvements located in subject property to be vacated:
None ☐ Paving ☒ Curb & Gutter ☒ Power Lines/Poles ☒ Fences/Walls ☒ Structures ☒ Other _____
5. Underground Improvements located in the existing rights-of-way:
None ☐ Telephone ☒ Electric ☒ Gas ☐ Water ☒ Sewer ☒ Storm Drain ☐ Other _____
6. Future use of the vacated right-of-way:
Yards ☐ Parking ☐ Expand Building Area ☐ Replat with abutting Land ☐ Other ☒
7. Related Applications which are pending (give name or file number):
Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other _____
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature:

Legal Description

Telephone:

[See Exhibit "A" attached hereto]

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

[See Exhibit "A" attached hereto]

OWNER SIGNATURE: _____

REPRESENTATIVE SIGNATURE: _____

REPRESENTATIVE (PHONE): 915-548-5221

Ernesto L. Cisneros, Agent

REPRESENTATIVE (E-MAIL): ecis@kempsmith.com

(Continued on following page)

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

Planning & Inspections Department
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

EXHIBIT "A"
to
Vacation Public Easements and Rights-of-Way Application

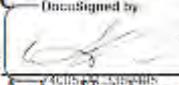
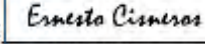
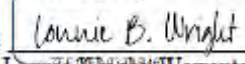
ITEM 1. APPLICANTS' NAMES:

El Paso Infrastructure Collaborative, LLC, a Texas limited liability company
303 N Oregon Street, Suite 610
El Paso, TX 79901
(915) 534-0500

United States Government, by the General Services Administration
819 Taylor Street Room 11B
Fort Worth, TX 76102-6118
(817) 978-7505

Jose and Carmen Silva Family Limited Partnership, a Texas limited partnership
6485 Calle Placido
El Paso, TX 79912
(915) 532-2000 ext. 506

City of El Paso, Texas, a Texas Home Rule Municipality
300 North Campbell
El Paso, Texas 79901
(915) 212-0023

| ITEM 8. SIGNATURES: | LEGAL DESCRIPTION | TELEPHONE |
|--|--|----------------|
| El Paso Infrastructure Collaborative, LLC <small>Declassified by</small> By:  Andrea Hutchins, its authorized representative Owner | Lots 19 and 20, Block 47 Campbell's Addition, El Paso, El Paso County, Texas according to the plat thereof recorded in Volume 2, Page 68, Plat Records, El Paso County, Texas | (915) 534-0500 |
| Its Representative: Kemp Smith LLP <small>Declassified by</small> By:  Ernesto L. Cisneros Phone: (915) 546-5221 E-mail: ecis@kempsmith.com | | |
| UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives <small>Declassified by</small> By:  Lonnie Wright, Warranted Contracting Officer Owner | Lots 1 through 10, Block 47 Campbell's Addition, El Paso, El Paso County, Texas according to the plat thereof recorded in Volume 2, Page 68, Plat Records, El Paso County, Texas | (817) 978-7505 |
| | | |

| | | |
|---|---|------------------------------|
| <p>Its Representative:</p> <p>U.S. General Services Administration</p> <p>Declassified by:</p> <p>By: <u>Lonnie B. Wright</u></p> <p>Lonnie Wright, Warranted Contracting Officer Phone: (817) 978-7505 E-mail: lonnie.wright@gsa.gov</p> | | |
| <p>Jose and Carmen Silva Family Limited Partnership</p> <p>By its General Partner, Jose & Carmen Silva Family General Partner, LLC</p> <p>Declassified by:</p> <p>By: <u>Martin Silva</u></p> <p>Martin Silva, Manager Owner</p> | <p>Lot 21, Block 33, Campbell's Addition, El Paso, El Paso County, Texas according to the Amending Subdivision Plat thereof recorded in Volume 76, Page 81, Plat Records, El Paso County, Texas, being a replat of the northerly 60' of Block 33 and a portion of Alley G, Campbell's Addition, El Paso, El Paso County, Texas.</p> | <p>915-532-2000 ext. 506</p> |
| <p>Its Representative:</p> <p>Mounce, Green, Myers, Safi, Paxson & Galatzan, PC</p> <p>Declassified by:</p> <p>By: <u>Clyde A. Pine, Jr.</u></p> <p>Clyde A. Pine, Jr. Phone: (915) 532-2000 ext. 506 E-mail: pine@mgmsg.com</p> | | |
| <p>City of El Paso</p> <p>By: <u>Cary Westin</u></p> <p>Cary Westin, Interim City Manager Owner</p> | <p>Lots 11 through 18, Block 47 and the east 25 feet of the north 172.88 feet of the east half of Block 33 as referenced in OPR #98051293, all in Campbell's Addition, El Paso, El Paso County, Texas according to the plat thereof recorded in Volume 2, Page 68, Plat Records, El Paso County, Texas.</p> | <p>(915) 212-0023</p> |
| <p>Its Representative:</p> <p>By: <u>Roberto Tinajero</u></p> <p>Roberto Tinajero, Director International Bridges Department Phone: (915) 212-7500 E-mail: TinajeroRX@elpasotexas.gov</p> | | |

ATTACHMENT 5

Planning and Inspections Department- Planning Division

Developer / Engineer shall address the following comments:

1. That all necessary utility easements be finalized prior to approval by City Council.

El Paso Water

EPWater-PSB objects to this request unless the alley to be vacated remains a full-width utility easement and an easement is retained along the northern portion of Ninth Ave. from Mesa St. to the alley.

The water and sanitary sewer mains mentioned below are required to remain active and the easements are required to allow access to the mains for maintenance and operation purposes.

(Coordination with affected utilities is on-going)

Water:

There is an existing 8-inch diameter water main that extends within the 20-foot alley east of Mesa St. and south of Eighth Ave., located approximately 4-feet west of the east property line. This main is available for service.

There is an existing 8-inch diameter water main that extends along Ninth Ave., located approximately 5-feet south of the north right-of-way line. This main is available for service.

EPWater records indicate an active 2-inch domestic water meter and a 6-inch fire line serving the subject property. The service address for these meters is 1090 S Mesa St.

EPWater records indicate an active ¾-inch domestic water meter serving the subject property. The service address for this meter is 1021 S Stanton St.

EPWater records indicate an active 2-inch domestic water meter and a ¾-inch yard meter serving the subject property. The service address for these meters is 1001 S Stanton St.

EPWater-PSB records indicate a vacant 1-inch water service connection (inactive meter) serving the subject property. The address for this service is 1024 S Mesa St.

Previous water pressure reading from fire hydrant #7736, located on the northeast corner of Ninth Ave. and Mesa St., has yielded a static pressure of 90 (psi), a residual pressure of 56 (psi), and a discharge of 856 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends within the 20-foot alley east of Mesa St. and south of Eighth Ave., located approximately 10-feet east of the west property line. This main is available for service.

General:

No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easement(s). There shall be at least a 5-foot setback from

the easement line to any building, sign, or structure. All easements dedicated for public water and/or sanitary sewer facilities shall comply with EPWater-PSB Easement Policy. The PSB easement(s) shall be improved to allow the operation of EPWater-PSB maintenance vehicles. EPWater-PSB requires access to the proposed water facilities, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWater-PSB requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

AT&T

Our engineering group has completed the review of this request and they cannot approve of this abandonment/vacation of ROW at this time due to working facilities existing in this area. If you would like to proceed with the abandonment, a new easement will need to be provided and costs for the relocation will need to be discussed with the engineer John Salas JS874W@att.com

(Coordination with affected utilities is on-going)

Texas Department of Transportation

Please have the requestor submit any plans that abut Stanton at this location to TXDOT.

Texas Gas

Texas Gas has facilities in this area and objects to easement vacation.

(Coordination with affected utilities is on-going)

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend Approval.

The Developer/Engineer shall address the following comments.

1. Provide print-out of the mathematical closure of the exterior boundary of the subdivision indicating the error of closure.

Parks and Recreation Department

We have reviewed **DCL Stanton St. POE - Ninth St. & Alley – Easement Vacation Request** a survey map and on behalf of Parks & Recreation Department we offer “No” objections to this proposed Street Right-of-way vacation request.

El Paso Electric

No comments received.

El Paso County 911 District

No comments received.

El Paso County

No comments received.

El Paso County Water Improvement District #1

No comments received.

Sun Metro

No comments received.

Fire Department

No comments received.

Streets and Maintenance Department

No comments received.

Capital Improvement Department

No comments received.

ATTACHMENT 6

RE:

Vacate a portion of Ninth Avenue and the Alley Right of Way located East of Mesa St. and North of Cesar Chavez Memorial

Case SURW24-0003

As the managing partner for the Jose and Carmen Silva Family Limited Partnership I am writing this letter to support the purchase of the property by the United States of American. I would hope that the City of El Paso do all in its power to speed the process in this sale. Thank you very much.

Martin Silva

Managing Partner

Jose and Carmen Silva Limited Partnership

6485 Calle Placido

El Paso, TX. 79912

915 820 4455

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Martin Silva.

2/14/2025

Signature: _____ Date: _____



Legislation Text

File #: 25-267, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 6

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Consor Engineers, LLC, a Florida, USA, Foreign Limited Liability Company (LLC) Authorized to Transact Business in Texas, for a project known as "Civil Engineering Professional Services for the Vista Del Sol Drive Resurfacing / Reconstruction Project" for an amount not to exceed \$702,394.90; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$802,394.90; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. This project was approved as part of the 2022 Community Progress Bond.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: Gvette Hernandez
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Consor Engineers, LLC, a Florida, USA, Foreign Limited Liability Company (LLC) Authorized to Transact Business in Texas, for a project known as "Civil Engineering Professional Services for the Vista Del Sol Drive Resurfacing/ Reconstruction Project" for an amount not to exceed \$702,394.90; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$802,394.90; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ DAY OF _____ 2025.

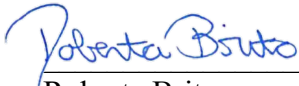
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

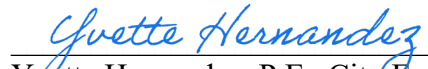
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department



CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0091R
CE SERVICES FOR THE VISTA DEL SOL DRIVE RESURFACING / RECONSTRUCTION PROJECT

| CONSULTANT | BARTLETT WEST | BROCK BUSTILLOS | CEA | CONSOR | CSA | GANNETT FLEMING | GRV | H2O TERRA | HUITT ZOLLARS | MCI | NURAAMI |
|--------------------|---------------|-----------------|--------|--------|--------|-----------------|--------|-----------|---------------|--------|---------|
| Rater 1 | 74 | 74 | 75 | 75 | 73 | 74 | 76 | 73 | 73 | 76 | 75 |
| Rater 2 | 78 | 77 | 80 | 80 | 71 | 72 | 76 | 72 | 80 | 78 | 75 |
| Rater 3 | 73 | 72 | 71 | 78 | 68 | 75 | 68 | 70 | 71 | 69 | 68 |
| Total Rater Scores | 225 | 223 | 226 | 233 | 212 | 221 | 220 | 215 | 224 | 223 | 218 |
| References | 9.7 | 7.91 | 8.03 | 8.02 | 7.16 | 3.33 | 7.55 | 3.2 | 7.27 | 7.35 | 6.7 |
| Overall Score: | 234.7 | 230.91 | 234.03 | 241.02 | 219.16 | 224.33 | 227.55 | 218.2 | 231.27 | 230.35 | 224.7 |
| | 2 | 5 | 3 | 1 | 10 | 9 | 7 | 11 | 4 | 6 | 8 |

| Rankings | CONSULTANT |
|----------|---------------|
| 1 | CONSOR |
| 2 | BARTLETT WEST |
| 3 | CEA |
| 4 | HUITT ZOLLARS |

| Rankings | CONSULTANT |
|----------|-----------------|
| 5 | BROCK BUSTILLOS |
| 6 | MCI |
| 7 | GRV |
| 8 | NURAAMI |

| Rankings | CONSULTANT |
|----------|-----------------|
| 9 | GANNETT FLEMING |
| 10 | CSA |
| 11 | H2O TERRA |

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2025 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Consor Engineers, LLC, a Florida, USA, Foreign Limited Liability Company (LLC) Authorized to Transact Business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “**CIVIL ENGINEERING PROFESSIONAL SERVICES FOR THE VISTA DEL SOL DRIVE RESURFACING / RECONSTRUCTION PROJECT**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

| | |
|----------------|--|
| Attachment “A” | Scope of Services and Budget |
| Attachment “B” | Consultant’s Fee Proposal and Hourly Rates |
| Attachment “C” | Consultant’s Basic and Additional Services |
| Attachment “D” | Payment and Deliverable Schedules |
| Attachment “E” | Insurance Certificate |

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed \$702,394.90 for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is \$6,920,000.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

- 4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.
- 4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.
- 4.3 TERMINATION.** This Agreement may be terminated as provided herein.
- 4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
- 4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that, to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project shall apply.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall

cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to: The City of El Paso
Attn: City Engineer
P. O. Box 1890
El Paso, Texas 79950-1890

To the Consultant: CONSOR ENGINEERS, LLC
Leonardo Ledesma
1501 N. Mesa Street, Suite 100
El Paso, Texas, 79902

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

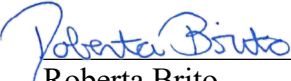
(SIGNATURES BEGIN ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

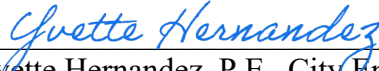
Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

(SIGNATURE FOR CONSULTANT ON THE FOLLOWING PAGE)

CONSULTANT:

By: *[Signature]*

Name: Srikrishna Peapully -

Title: Executive Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §

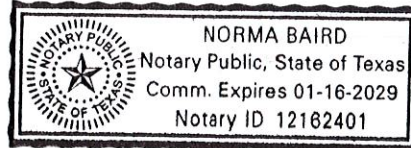
COUNTY OF El Paso §

This instrument was acknowledged before me on this 13 day of February 2025, by Srikrishna Peapully, Executive Vice President, on behalf of Consultant.

[Signature]
Notary Public, State of Texas

My commission expires:

01-16-2029



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A SCOPE OF SERVICES

The Scope of services will provide street improvements as per the following matrix and within the following project limits:

| Vista Del Sol Drive | Resurface | Reconstruction |
|-----------------------------|-----------|----------------|
| Phil Gibbs to Chelita | X | N/A |
| Jim Thorpe to Winslow Homer | X | N/A |
| Winslow Homer to Loop 375 | N/A | X |

Reconstruction will be completed as follows:

A boundary survey of right-of-way shall be performed to determine available right-of-way and identify potential encroachments. Demolition will consist of removing existing non-ADA compliance sidewalk, ramps, curb and gutter, existing drainage structures and existing pavement structures as necessary.

Improvements shall consist of ADA compliant sidewalk and driveways, curb and gutter, ADA ramps, code and dark sky compliant street lighting, crosswalks. Roadway improvements shall consist of new roadway pavement structure that shall consist of Hot Mix Asphaltic Concrete (HMAC), with base course and compacted or stabilized subgrade if necessary. Traffic improvements shall consist of new street signage and striping.

Appropriate traffic calming is to be included in the reconstruction of the roadway and determined through a combination of evaluation of existing conditions, proposed design, and public consideration. The project shall also be consistent with the approved City of El Paso Bike Plan.

Resurfacing will be completed as follows:

Demolition will consist of removing existing non-ADA compliance sidewalk, ramps, curb and gutter, existing drainage structures and milling of existing pavement structures as necessary.

Improvements shall consist of ADA compliant sidewalk and driveways, curb and gutter, ADA ramps, crosswalks. Roadway improvements shall consist of milling and resurfacing of existing Hot Mix Asphaltic Concrete (HMAC), Traffic improvements shall consist of new street signage and striping. The project shall also be consistent with the approved City of El Paso Bike Plan.

Investigation:

The firm is responsible to meet all necessary design standards and specifications such as the City of El Paso Design Standards, Federal, State standards, all applicable local codes and requirements and as appropriate, and the City of El Paso Street Design Manual (2021). The project shall be consistent with great street principles and with the goals and policies in Plan El Paso and corridor and master planning documents, if available, Plan El Paso & Major Thoroughfare Plan (2013, 2019), and CNU/ITE Designing Walkable Urban Thoroughfares (2017). The design shall be consistent with the National Association of City Transportation Officials (NACTO) guidelines found in the Urban Street and Bicycle Design Guides

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling.

Errors and Omissions on Design:

The City expects the firm to have an adequate Quality Assurance/Quality Control Program to minimize the potential for errors and omissions. *Recently, the City has observed inconsistencies between plans and specifications including but not limited to conflicts between civil and landscape plans, inadequate review by the prime of the adequacy of the work of any and all subcontractors, discrepancies between the measurement and payment specifications and bid forms, and failure of the firms to verify utility locations in the field.* The firm shall revise the work as necessary to correct errors and omissions appearing therein, when required to do so by the City (Owner). *If errors or omissions are identified during the construction phase, the firm at its sole expense, shall modify, as necessary, plans and specifications to remedy the errors/omissions at no cost to the City. Note, the firm may also be held financially liable for costs of any for rework of work that has already been completed beyond the cost of the provision of the original/revised requirement. Finally, in the event that the construction contractor requires additional time to complete the project beyond the approved scheduled date of substantial completion due to an error or omission, the firm may also be financially liable for the cost of any Extended General Conditions deemed by the City to be appropriate.*

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing and coordinating schedules for obtaining utility easements, utility

service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering (geotechnical survey), and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within ten percent (10%) of the bid for the base bid item expected from the selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than ten percent (10%), the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations.. Opinion of construction cost shall be submitted at each phase of design, 30%, 60% and 90%.

Design Analysis:

The firm shall perform design analysis for the project to ensure public safety. Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed

(NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall

clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm if requested by the City shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements. At minimum two (2) community meetings; one at design phase and one at construction phase.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and/excavations. <http://www.sunmetro.net/streetcar/track-access>.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all work tasks required of all base bids,

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to review contractor's construction schedule.. The firm shall also evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report
- Signage and striping Details (30% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

60% Design:

The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Outline of Specs (100% complete)
- Landscape plan (90% complete)
- Typical Landscape details (90%)

- General Notes
- Engineer's Estimate
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report
- Signage and striping Details (60% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

95% Design:

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical plan and details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical landscape details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report
- Signage and striping Details (100% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

Engineer's Cost Estimate line item review

Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Provide architectural supplemental information (ASIs)
- Attend to construction project's meetings
- Provide final report of RAS Inspection
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street improvements, , and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

Reproduction:

The firm shall be responsible for printing for the different project phases and code review requirements.

GENERAL REQUIREMENTS AND CRITERIA:

- Design must meet all applicable City Codes and Ordinances.
- Design must comply with Engineering & Construction Management Guidelines.
- Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
- The designer shall submit all redlines to the owner when plan submittals are due.

OTHER CONSIDERATIONS:

- Work to be coordinated with the El Paso – CID, Streets and Maintenance Department, and all affected stake holders.
- Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

REQUEST FOR PROPOSAL BREAKDOWN:

All services described under Design and Bidding will be considered Basic Services. The consultant shall submit a detailed cost proposal based on contract and after agreed negotiations a purchase order will be opened. All services under Construction will be requested if necessary by Owner in writing.

PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement and owner's review time as follows:

| | |
|--------------------------------------|-------------------------------------|
| Preliminary Design Phase: | 90 consecutive calendar days |
| Pre-Final Design Phase: | 60 consecutive calendar days |
| Final Design Phase: | 30 consecutive calendar days |
| Bid Phase (Signed and Sealed) | 10 consecutive calendar days |

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The scope of services for the Vista Del Sol Resurfacing/Reconstruction project (Solicitation #2025-0091R), will include professional engineering services for the preparation of plans, specifications, and estimates (PS&E) and related documents.

Conсор (The Engineer) shall coordinate all tasks and assignments with the City of El Paso's Project Manager (The City).

Investigation:

The Engineer is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City's adopted Street Design Manual, Comprehensive Plan, Major Thoroughfare Plan, Bike Plan, Design Standards for Construction and Grading, Complete Streets Policy, CID Drawings guidelines, TxDOT standards among others.

Design:

Design shall meet all City and TxDOT requirements for the project and shall be performed in phases as presented in the solicitation.

The Engineer is responsible for submitting a turnkey design product. The Engineer shall be responsible for providing State of Texas licensed designers required by the State to perform this type of project design. The Engineer shall follow City's design specifications and procedures for the development of this project and comply with all laws, regulations and policies set by the City of El Paso and TxDOT. In addition, the Engineer shall be responsible for necessary TDLR fees and registration.

Aside from complying with local building codes, the Engineer shall comply, at a minimum, with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Design and Construction Standards for park facilities, City of El Paso Capital Improvement Department Drawing Guidelines, National Association of City Transportation Officials Urban Bikeway Design and Urban Street Design Guide. The Engineer is charged with ensuring the project design is in compliance with all federal, state, and local regulations and ordinances.

Early in the design the Engineer shall coordinate selection of materials and equipment with the City support departments.

For this scope the engineer will include the following design services: Roadway Design, Drainage Design, Traffic Design, Traffic Control Design, Surveying, Storm Water Pollution Prevention Plan Design, and Construction Phase Services.

TASK 100 Project Management & Administration:

100.1 Contract Management & Administration

The Engineer shall:

- A. Perform all work in accordance with the City's latest practices, criteria, specifications, policies, procedure.
- B. Act as an agent for the City when specified in this work authorization.
- C. Notify the City of its schedule, in advance, for all field activities.
- D. Prepare monthly written progress reports.
- E. Develop and maintain a detailed project schedule to track project conformance for the

- project. The schedule submittals shall be hard copy and electronic format.
- F. Meet on a scheduled basis with the City to review project progress.
 - G. Prepare, distribute, and file both written and electronic correspondence.
 - H. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

TASK 200 Roadway Design:

200.1 Preliminary Engineering; Feasibility Studies:

The Engineer shall prepare a pre-design report and wait for approval from the City prior commencing the PS&E phase of the project. The report shall contain but not limited to a preliminary horizontal and vertical alignment (reconstruction section), design criteria summary, a proposed roadway typical section, recommended resurfacing/reconstruction limits based on geotechnical information, pavement structures, ADA inventory, safety enhancements, an opinion of cost for construction of the project.

200.2 Geometric Design:

The engineer shall provide geometric layouts and a 3D corridor model in Open Road Designer.

200.3 Roadway Design:

The engineer shall design horizontal and vertical alignments for the roadway along with plan and profile sheets showing said design in compliance with design specifications.

200.4 Typical Sections:

The engineer shall provide existing and proposed typical sections reflecting pavement design, proposed grade line for construction, existing and proposed ROW where applicable, curb and gutter elements.

200.5 Cut and Fill Quantities:

The engineer shall design a 3D model of proposed improvements in order to generate cross sectional areas every 50ft along the proposed improvements in order to calculate earthwork required for proposed improvements. Cross sectional sheets shall be submitted as part of the plan set submittal packages milestones 60%, 90%, 100% design phases, cross sections will be submitted for contractors information only.

200.6 Plan Preparation:

The engineer shall develop plan sheets which shall contain but not limited to a title sheet, index of sheet, general notes sheets, estimate and quantity sheets, alignment data, removal sheets, EPIC sheet, design standards and detail sheets for submittal packages milestones 60%, 90%, 100% design phases.

200.7 Construction Schedule:

The Engineer shall meet with City of El Paso Project Manager and Construction Manager to determine construction schedule. The schedule shall take into account lead delivery time of equipment. The meeting shall be held after pre-final plans are submitted but before Final Design Notice to proceed is issued. The information will allow Engineer to prepare a current market cost estimate at the final design phase submittal.

TASK 300 Drainage Design:

300.1 Data Collection:

- A. Perform site visits to observe current conditions and document field inspections with digital

- photos.
- B. Collect available applicable data including GIS maps, site survey data, and readily available rainfall history.
 - C. Collect available Flood Insurance Rate Maps (FIRMS), Flood Insurance Study (FIS) and effective FEMA models where available.

300.2 Hydrologic Studies:

- A. Calculate discharges using appropriate hydrologic methods per the current City of El Paso's Drainage Design Manual.
- B. Consider pre-construction and post constructions conditions in the hydrologic study.
- C. Delineate drainage area boundaries and hydrologic parameters such as impervious covered area, flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing their validity.
- D. Include, at a minimum, the "design" frequency to be specified in this Work Authorization and the 1% Annual Exceedance Probability (AEP) storm frequency.
- E. Compare calculated discharges to the effective FEMA flows. If calculated discharges are to be used in the model instead of the effective FEMA flows, full justification must be documented.

300.3 Complex Hydraulic Design and Documentation:

- A. Perform hydraulic design and analysis using appropriate hydraulic methods per the current City of El Paso's Drainage Design Manual, which may include computer models such as HEC-RAS. New 2D models are not included in this scope unless part of the current effective FEMA models.
- B. Use the current effective FEMA models, where appropriate, as a base model for the analysis. If a "best available data" model is provided by the local floodplain administrator, it must be utilized accordingly for this analysis. Review the provided base model for correctness and update as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis.
- C. Verify sizing of the drainage crossings. Develop designs that minimize interference with the passage of traffic or cause damage to the street and local property in accordance with the City of El Paso's Drainage Design Manual, City criteria and any specific guidance provided by the City. Cross drainage design shall be performed using HY-8 or HEC RAS.
- D. Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.
- E. Use hydrograph calculations and peak flows to determine the storage required.
- F. Preparation of CLOMR and LOMR are not included in this scope. The Engineer will provide mitigation measures to keep WSEL within one foot from effective WSELs and will notify the City if the existing conditions cannot be met.
- G. Prepare H&H Report detailing data collection, assumptions, methodology used, and results.

TASK 400 Traffic Design:

400.1 Signing:

The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The Engineer shall:

- A. Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs to be removed, relocated, or replaced.
- B. Designate the shields to be attached to guide signs.
- C. Illustrate and number the proposed signs on plan sheets.
- D. Select each sign foundation from City and/or State Standards.

400.2 Pavement Marking:

- A. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest City and/or State standards.
- B. The Engineer shall provide a 3D corridor model with the proposed pavement marking stenciled onto the model.
- C. The Engineer shall provide the following information on sign and pavement marking layouts:
 - 1. Roadway layout.
 - 2. Center line with station numbering.
 - 3. Designation of arrow used on exit direction signs
 - 4. Culverts and other structures that present a hazard to traffic.
 - 5. Location of utilities.
 - 6. Existing signs to remain, to be removed, to be relocated or replaced.
 - 7. Proposed signs (illustrated, numbered and size).
 - 8. Proposed overhead sign bridges to remain, to be revised, removed, relocated, or replaced.
 - 9. Proposed overhead sign bridges, indicating location by plan.
 - 10. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
 - 11. Quantities of existing pavement markings to be removed.
 - 12. Proposed delineators, object markers, and mailboxes.
 - 13. The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
 - 14. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
 - 15. Right-of-way limits.
 - 16. Direction of traffic flow on all roadways.

400.3 Traffic Studies:

The Engineer shall prepare a traffic study to support their recommendation for proposed intersection improvements (Vista Del Sol Dr. at Bob Hope Dr.) based on projected volumes. Study will include addressing pedestrian signals along with obtaining both traffic and pedestrian counts.

The Engineer shall implement proposed traffic signal improvements within existing City ROW unless otherwise approved by the City. The Engineer shall refer to latest version of the *TMUTCD*, *Traffic Signal Manual*, and The State's roadway and traffic standards for work performed for either temporary or permanent traffic signals. The Engineer shall develop and include a timing plan for each signal improvement.

400.4 Traffic Signals:

The Engineer shall identify and prepare Traffic Signal Plans for the intersection at Vista Del Sol Dr. Traffic Signal Plans must be signed and sealed by a Texas Registered Professional Engineer. The Engineer shall develop all quantities, general notes, specifications and incorporate the appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting must be designed per the City and State recommendations and standards.

The Engineer shall provide the following information in the Traffic Signal Plans:

- A. Layout
 1. Estimate and quantity sheet
 - a. List of all bid items
 - b. Bid item quantities
 - c. Specification item number
 - d. Paid item description and unit of measure
 2. Basis of estimate sheet (list of materials)
 3. General notes and specification data.
 4. Condition diagram
 - a. Highway and intersection design features
 - b. Roadside development
 - c. Traffic control including illumination
 5. Plan sheet(s)
 - a. Existing traffic control that will remain (signs and markings)
 - b. Existing utilities
 - c. Proposed additional traffic controls
 6. Notes for plan layout
 7. Phase sequence diagram(s)
 - a. Signal locations
 - b. Signal indications
 - c. Phase diagram
 - d. Signal sequence table
 - e. Flashing operation (normal and emergency)
 - f. Preemption operation (when applicable)
 - g. Contact responsible Agency to obtain interval timing, cycle length and offset
 8. Construction detail sheets(s)
 - a. Poles (City and/or State standard sheets)
 - b. Detectors
 - c. Pull Box and conduit layout
 - d. Controller Foundation standard sheet
 - e. Electrical chart
 9. Marking details (when applicable)
 10. Aerial or underground interconnect details (when applicable)
- B. General Requirements
 1. Contact local utility company
 - a. Confirm power source
 2. Prepare governing specifications and special provisions list
 3. Prepare project estimate
 4. Conduct traffic counts and prepare Traffic Signal Warrant Studies for all proposed and existing traffic signals at designated locations.

- C. Summary of Quantities
 - 1. Small signs tabulation
 - 2. Large signs tabulation including all guide signs
- D. Sign Detail Sheets
 - 1. All signs except route markers
 - 2. Design details for large guide signs
 - 3. Dimensioning (letters, shields, borders, etc.)
 - 4. Designation of shields attached to guide signs

TASK 500 Traffic Control Design:

500.1 Traffic and Pedestrian Control Plan:

TASK 600 Surveying:

Refer to Brock & Bustillos Attachment

TASK 700 Utility Management & Coordination:

700.1 Utility Services and Utility Easements:

Based on the design, the Engineer shall coordinate with all utilities stakeholders, including but not limited to the Public Service Board (PSB), Texas Gas, El Paso Electric, and TxDOT that will be affected by the proposed improvements. The Engineer shall submit all applications to the utilities on behalf of the City of El Paso. However, the City of El Paso shall pay all utility service fees. The Engineer will not pull the installation of service. The installation of the service shall be coordinated by the building contractor. Construction documents shall clearly show all utility company contacts and type of service requested. All utility service requests shall be submitted by the Engineer by or before the construction documents are submitted for bid advertisement. The Engineer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The Engineer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. Vista Del Sol Resurfacing / Reconstruction will not have any proposed water nor sanitary sewer utilities along the proposed corridor hence the Engineer will not be responsible for coordinating nor incorporating these design into the final construction documents for bid advertisement under this scope.

700.2 Utility Coordination:

The Engineer shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The Engineer shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The Engineer shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the Engineer and utility companies the need and extent of relocation shall be determined. If a dispute arises the Engineer shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The Engineer in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However, each utility company can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and funding is provided. The Engineer

shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. The Engineer shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

TASK 800 Storm Water Pollution Prevention Plan (SW3P):

800.1 Storm Water Pollution Prevention Plan:

The Engineer shall prepare and provide a storm water pollution prevention plan. The Engineer shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Planning and Inspections Department for review and approval.

TASK 900 Geotechnical Data Collection:

Refer to CQC Attachment

TASK 1000 Public Involvement:

1100.1 Public Involvement:

The Engineer shall assist the City throughout public outreach activities required by the environmental, ROW acquisition, or City process in providing plans/exhibits showing the proposed improvements and how proposed improvements will affect adjacent property owners and in identification of stakeholders. Two community meeting will be held during the design phase of this project and the Engineer shall be responsible to attend and assist the city with supporting documents for a presentation of the proposed project and answer questions.

TASK 1100 ADA Compliance & Requirements:

1200.1 ADA Compliance and Requirements:

The Engineer shall include and comply with ADA, T.A.S, and Texas Department of Licensing and Regulation requirements. Under this contract the Engineer will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The Engineer shall comply with RAS design comments.

TASK 1200 Bid & Construction Phase Service:

1200.1 Bid Phase Services:

The Engineer shall submit the following for bidding:

- A. Full and complete sealed set of drawings both in hard copy and electronic format
- B. Full and complete sealed set of technical specifications (latest TxDOT specifications) both in hard copy and electronic format
- C. Detailed scope of work both in hard copy and electronic format
- D. Detailed unit price bid proposal form, both in hard copy and electronic format
- E. Detailed real world value cost estimate in hard copy

During the bidding process, the Engineer shall assist the Owner with but not limited to the following items: respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums. The bids shall be advertised as a unit price contract.

1200.2 Construction Phase Services:

During the construction phase, the Engineer shall assist the Owner, on a time and materials basis, with but not limited to the following items:

- A. Responding to all questions from the contractor (requests for information, RFIs)
- B. Providing advice and recommendation to the Owner
- C. Reviewing contractor technical submittals
- D. Participate in "punch list" inspection and provide punch list to Owner
- E. Produce and provide a set of reproducible (11"X17") and electronic format "as-built" drawings.
- F. Attend the weekly construction meeting, to be scheduled by the City Project Manager.

Upon request, The Engineer shall provide the following:

- A. Respond to Requests for Information (RFIs) within three (3) business days.
- B. Conduct weekly project site visits and produce a project observations report within three (3) business days of the project site visit.
- C. Review and approve contractor submittals and shop drawings within three (3) business days at a maximum, or within a schedule previously agreed established by the City Project Manager.
- D. Participate in punch list inspections as scheduled by the City Project Manager.

TASK 1300 Subsurface Utility Engineering:

Refer to Cobb Fendley Attachment

TASK 1400 Safety Analytics:

Refer to Street Simplified Attachment

Planning:

The Engineer shall present design to City of El Paso Bicycle Advisory Committee. The Engineer shall comply with requirements set by the Capital Improvement Department Planning Division and TxDOT. Sole sourcing will not be allowed. The Engineer shall prepare both design and performance specifications.

Design Analysis:

The Engineer shall perform design analysis for the project to ensure public safety. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The Engineer shall prepare and provide technical specifications. The specifications shall be based on latest TxDOT specifications. No sole sourcing shall be allowed. All specifications must include the type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The Engineer shall provide both design and performance specifications. Sole sourcing will not be allowed. Engineer to coordinate with directed furniture and equipment vendor to develop performance specifications.

Building Permits, Special Permits, and Other Land Use Permits:

The Engineer shall be responsible for complying with all local, state, and federal building codes. The Engineer shall be responsible for submitting required sets to City of El Paso Development Department for review and approval during final design phase period. The Engineer shall be responsible for obtaining

approval from the City of El Paso Planning and Inspections Department before the construction documents are submitted for bid advertisement. The Engineer is responsible to follow up review and approval process with the City of El Paso Planning and Inspections Department. After approval the Engineer will pick up approved plans and store them in a safe place. The Engineer shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. The City of El Paso Planning and Inspections Department shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements when applicable.

The Engineer shall be responsible when applicable for the preparation all documents that include but are not limited to; metes and bounds descriptions, site plans, elevations, floor layouts, and applications for permits, special permits, zoning changes, and land use permits. The Engineer shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

PRODUCTS REQUIRED:

Drawings and Specifications:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- • Coversheet (90% complete)
- • Quantity Summary Sheet (100% complete)
- • Electrical Plan and Details (50% complete)
- • Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)

- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report
- Signage and striping Details (30% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

60% Design:

The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Outline of Specs (100% complete)
- Landscape plan (90% complete)
- Typical Landscape details (90%)
- General Notes
- Engineer's Estimate
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control

- Utility Status and coordination report
- Signage and striping Details (60% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

95% Design:

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical plan and details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical landscape details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report
- Signage and striping Details (100% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be

required as requested by the City.

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
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During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

Engineer's Cost Estimate line item review

Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Provide architectural supplemental information (ASIs)
- Attend to construction project's meetings
- Provide final report of RAS Inspection
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and

problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.

- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street improvements, , and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement and owner's review time as follows:

- **Preliminary Design Phase: 90 consecutive calendar days**
- **Pre-Final Design Phase: 60 consecutive calendar days**
- **Final Design Phase: 30 consecutive calendar days**
- **Bid Phase (Signed and Sealed) 10 consecutive calendar days**



ROMAN BUSTILLOS, P.E.
President

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

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

HECTOR MARTINEZ, P.E.
Associate Partner

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

January 16, 2025

VIA E-Mail: lledesma@consoreng.com

Conzor Engineers, LLC
1501 N. Mesa, Suite 200
El Paso, TX 79902

Attn: Mr. Leo Ledesma, P.E.

Re: A City of El Paso Reconstruction of Vista Del Sol Drive between Winslow Hommer Drive and Loop 375; adjacent to Blocks 504 and 505, Vista Del Sol Unit One Hundred Seventeen; and Tracts 17C30 and 17C173, Section 8, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas
Proposal No. 2024-1123REV

Dear Mr. Ledesma:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK:

1. Research all available deeds, subdivision plats, surveys and right-of-way maps for said portion of Vista Del Sol Drive;
2. Initiate a Texas 811 locating ticket for the project corridor and locate the utility markings at the time of the field survey;
3. Request and review any record or as-built utility maps provided by Consor Engineering, LLC. and map any underground utilities via observed structures/markings and record maps provided;
4. Coordinate safety measures with traffic control contractor;
5. Perform a right-of-way, topographic and improvement survey for said portion of Vista Del Sol Drive and any other areas as identified by the client;
6. Topography limits shall include the entire width of the right-of-way and also 100 feet at all major intersections (Loop 375) and 25 feet beyond the curb returns at all minor intersections;
7. Locate and measure any existing right-of-way monuments and adjacent property corners along said portion of said Vista Del Sol Drive;
8. Locate and measure any existing National Geodetic Survey horizontal and vertical control points along or near said portion of Vista Del Sol Drive;
9. Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 18;
10. Horizontal datum will be referenced to the Texas State Plane Coordinate System, Central Zone 4203, NAD 83 and will be scaled to surface;

Conzor Engineers, LLC
 Attn: Mr. Leo Ledesma
 Proposal No. 2024-1123REV
 January 16, 2025
 Page 2

11. Establish a maximum of five (5) temporary benchmarks along said portion of Vista Del Sol Drive for use during construction activities;
12. Prepare a right-of-way, topographic and improvement survey map detailing all existing improvements, utility marks, underground utilities, landscaping, road striping, one foot contour map, right-of-way, lots, easements, survey control and temporary benchmarks for said portion of Vista Del Sol Drive;
13. Prepare a horizontal and vertical survey control sheet; and
14. Deliver one (1) pdf copy and one (1) MicroStation DGN file of the right-of-way, topographic and improvement survey map and one (1) pdf copy of the survey control sheet for said portion of Vista Del Sol Drive to Consor Engineers, LLC.

EXEMPTIONS:

The following is excluded unless otherwise requested: construction staking; subdivision platting; ALTA/NSPS Land Title Survey; title commitment; easement plats; rezoning application; special permit application; all permit and application fees; right-of-way staking; setting new or destroyed city monuments; verification of elevations for new or destroyed city monuments; elevation certificates; traffic impact analysis or investigation; as-built survey; preparation of as-built plans; SWPPP implementation and monitoring through construction activities; sub-surface utility engineering and mapping; geotechnical investigation, soils classification; soil percolation testing; pavement design; tax certificates; filing fees; construction permit; construction inspections; representation through City of El Paso or TXDOT and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within forty (40) workdays from receiving your written authorization to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$59,950.00** for the above Scope of Work. Charges for any additional work not listed in the above Scope of Work will be done in accordance with the attached "Other Terms and Conditions".

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "**Conzor Engineers, LLC**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Conzor Engineers, LLC**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement up to the date of termination.

OTHER TERMS AND CONDITIONS

Brock & Bustillos Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Service Fees:

The total fee shall be understood to be an estimate unless the agreement is for a Lump Sum amount. The estimate shall not be exceeded by ten percent without written approval of the Client. For the services of the Engineer's staff (except survey personnel covered below) the charge will be the "Salary Cost" of each employee so engaged plus a multiplier of 2.5. "Salary Cost" is defined as the cost of salaries of the Engineer's employees for time directly chargeable to the Project, plus cost of social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto. The overtime premium (required by the Fair Labor Standards Act for nonexempt classifications) for draftsmen and technician classifications will be charged for overtime hours worked because of the Client's requirements, and upon his specific authorization.

For the Engineer's survey crews, the following schedule of rates applies. Overtime rate applies for hours in excess of eight (8) per day, Saturday, Sunday and Holidays.

| | <u>BASIC RATE</u> | <u>OVERTIME RATE</u> |
|--|--------------------------|-----------------------------|
| Two-Man Party | \$170.00/Hour | \$232.00/Hour |
| Three-Man Party | \$238.00/Hour | \$295.00/Hour |
| Two-Man w/Prof. Surveyor as Party Chief | \$295.00/Hour | \$341.00/Hour |

Direct Expenses:

For all direct expense, including supplies, transportation, telephone toll charges, reproductions, etc., and travel and subsistence for the Engineer's officers and staff, all as required for the proper execution of the work, and for all work subcontracted, the charge will be invoice cost plus 10 percent. Travel by vehicles owned by the Engineer will be at .655 cents per mile and surveying vehicles will be at \$1.03 per mile.

Outside Services:

For outside services, such as soil investigations, laboratory tests, or retaining special consultants, Client may contract directly with a third party for such services, or may contract through Brock & Bustillos Inc. If such contracts are made through Brock & Bustillos Inc., a service charge of 10 percent will be added to the net amount of the contract.

Indemnification:

The Client shall indemnify and hold harmless Brock & Bustillos Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Brock & Bustillos Inc.), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Brock & Bustillos Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Brock & Bustillos Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such caused include, but are not limited to Brock & Bustillos Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents:

All documents produced by Brock & Bustillos Inc. under this agreement shall remain the property of Brock & Bustillos Inc. and may not be used by the Client for any other endeavor without the written consent of Brock & Bustillos Inc.

Dispute Resolution:

Any claim or dispute between the Client and Brock & Bustillos Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of State of Texas.

Sales Tax and Gross Receipts Tax:

The State of Texas has imposed sales tax on certain boundary related survey services. When applicable, the invoice will show total amount of taxable services, percentage rate of sales tax, and amount of sales tax charged.

The State of New Mexico imposes a gross receipts tax on all professional services performed in New Mexico. The gross receipts tax rates varies throughout the state of New Mexico depending on the location of the project site. Gross receipts tax will be added to all costs for services performed in the State of New Mexico.

Billings/Payments:

Invoices for Brock & Bustillos Inc.'s services shall be submitted either upon completion of such services or on a monthly basis. Payment to the Engineer will be due upon receipt of monthly invoices. If Client fails to pay the Engineer the full invoice amount within thirty (30) days of receipt, Client will be charged for collection efforts in accordance with this Compensation Schedule. If payment is not received by the 60th day, a Work Stoppage Order will become effective. If payment is not received by the 75th day, a Mechanic's Lien will be filed with the County Clerk's Office in pursuit of payment for professional surveying and/or engineering services, in accordance with the procedures as outlined in the most current edition of the Texas Property Code. Aged invoices will begin accumulating collection fees and 1.50% interest per month based on an average APR of 18.0 % per year after the 100th day of the invoice.



4606 Titanic Avenue
El Paso, Texas 79904
Ph. (915) 771-7766
Fx. (915) 771-7786

Construction Materials Testing
Geotechnical Engineering
Environmental Site Assessments
Forensic Analysis /Testing
www.cqcengqat.com

December 10, 2024



CONSOR Engineering, LLC.
1501 N. Mesa Street, Suite 200
El Paso, Texas 79902

Attn.: Mr. Leo Ledesma, P.E.
Senior Project Manager

Re: Proposal for General Geotechnical Subsurface Soils Evaluation
City of El Paso – Vista Del Sol Drive Resurfacing / Reconstruction Project
El Paso, El Paso County, Texas
CQC Proposal No. PGCQC24-085

Dear Mr. Ledesma:

In response to your request, CQC Testing and Engineering, L.L.C. (CQC) is pleased to provide **Conсор Engineering, LLC. (Client)** with this proposal to conduct a general geotechnical subsurface soils evaluation for the above-referenced project. We thank you for providing our firm an opportunity to provide professional geotechnical consulting services on this City of El Paso, (CoEP, Owner) roadway infrastructure improvements project. This proposal presents our understanding of the project, our proposed scope of services, our estimated lump sum fee, and our standard terms and conditions associated with our services on this project.

I. General Project Description and Evaluation Considerations

Based on the City of El Paso Capital Improvement Department Solicitation #2025-0091R provided by our Client, we understand that the proposed project shall consist of street improvements along Vista Del Sol Drive located in east El Paso, El Paso County, Texas. The project design scope of work includes work to be performed along the existing Vista Del Sol Drive from Phil Gibbs Drive to Loop 375. The total combined street project length is approximately 10,000 linear feet. We understand that the project shall include the milling and resurfacing along Vista Del Sol Drive from Phil Gibbs Drive to Winslow Homer and reconstruction from Winslow Homer Drive to Loop 375. It is our understanding that the street exhibits distress in the form of cracks, signs of wear due to the age of pavement and the heavy traffic use, poor drainage in some areas and patches along the roadway section as part of utility work and/or pavement repairs. Sitework shall include improvements of ADA compliant sidewalk and driveways, curb & gutter, and ADA ramps. We understand that this project shall not require lighting.

A. Traffic Information

Based on our general review of the TXDOT TPP website the following annual average daily traffic (AADT) traffic level were reported;

- Phil Gibbs to Chelita - from 2017 to 2022 indicated 18,429 to 15,649 AADT
- Jim Thorpe to Zaragoza Rd. from 2017 to 2022 indicated 25,444 to 18,006 AADT
- Zaragoza Rd. to Winslow Homer – from 2017 to 2022 indicated 21,830 to 17,970 AADT
- Winslow Homer to Loop 375 from 2017 to 2022 indicated 21,744 to 20,762 AADT

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**City of El Paso – Vista Del Sol Drive
Resurfacing / Reconstruction Project**
El Paso, El Paso County, Texas



We anticipate that actual traffic count data shall be collected from Winslow Homer to Loop 375, in order to establish the percentage of heavy commercial semi-truck traffic. Traffic data information shall be considered to estimate 18-kip ESAL values for use in pavement section analysis and design.

B. Roadway General Noted Conditions and Initial Comments

In general roadway surface water drainage appears to be in a fairly to good condition, with the exception of an area around Henry Dunant that appears to pond and shall require surface grading beyond matching existing grades during resurfacing to improve drainage flow.

The street section within the area of Henry Dunant is also anticipated to require full depth repair due to the sever distress on the pavement surface. The distress is anticipated to be associated the infiltration of moisture into the supporting soils, deficient base support thickness and the age of the AC layer.

Based on our past geotechnical project experience it is anticipated that high plasticity clay soils and subsurface water seepage may be encountered within the RFQ specified pavement reconstruction section within the area of Bob Hope Drive. At this intersection, the existing pavement is very distress and shall require some surface regrading to ensure good surface water flows are occurring and reduce the potential of surface water ponding. Subgrade stabilization with cement and/or overexcavation and replacement of the subgrade soils and/or the specification of a concrete pavement section may be considered at this intersection.

There are several areas with the specified pavement resurfacing limits that exhibit sever distress and shall require full depth repair to reduce the potential of premature failure of the new surface course layer as a result of poor supporting soil conditions and reflective failure on to the new AC layer. These areas shall have to be defined in the design plans and called out as full depth repairs to limit change orders at the time of construction.

C. Proposed Scope of Work Objective

The specific objective of our scope of services shall be to generally evaluate the subsurface soil conditions within the general new and existing roadway areas, collect subsurface soils information, conduct Standard Penetration Tests (SPT) and provide geotechnical recommendations to guide the design of pavement structures and limited civil sitework structures. Scope of work also includes conducting a general pavement condition and distress survey review to assign a relative importance index to assist the owner and design team, if budgetary constraints are experienced and there is a need to review and prioritize improvement areas. Especially within proposed resurface limits where full depth reconstruction should be considered.

II. General Approach and Subsurface Exploration Evaluation

A. General Approach

In order to evaluate the existing pavements within the defined project limits, the following general approach is proposed.

- Borings and pavement cores shall be staggered and/or adequately spaced (estimated 500 to 800 feet interval spacing) to reduce evaluation costs

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 CQC Proposal No. PGCQC24-085
**City of El Paso – Vista Del Sol Drive
 Resurfacing / Reconstruction Project**
 El Paso, El Paso County, Texas



- Within pavement improvement limits an estimated 15 soil borings shall be completed with depths ranging from 5 to 10 feet below the pavement surface to profile existing soils, especially between Winslow Homer to Loop 375.
- Within pavement improvement limits additional core areas shall be selected within distressed areas to better define the existing pavement section materials and thicknesses. In conjunction with cores, Dynamic Cone Penetrometer (DCP) tests shall also be performed to evaluate the bearing resistance of the subsurface soils.
- The existing soils engineering classification, moisture content, particle size and plasticity limits shall be evaluated to develop potential treatment specifications for subsurface subgrade soils, if required.

B. Proposed Geotechnical Subsurface Evaluation

Our proposed general subsurface evaluation shall consist of completing fifteenth (15) vertical exploration borings within the roadway improvement limits. The general preliminary boring locations are indicated on the attached General Geotechnical Subsurface Exploration Boring & Core Location Aerial Plans, Sheet 1 through 3.

Seven (7) cores (i.e., C-1 through C-7) shall be performed with selected pavement areas that exhibit distress to better define the existing pavement structure. Seven (7) DCP tests shall also be performed at the core locations to evaluate the relative bearing resistance of the subsurface soils. DCP tests shall extend to a maximum depth of 5 feet, each below the existing pavement surface elevation. Prior to performing our borings, the existing pavement shall be cored to access the subsurface soils. Due to the traffic volume along this street, we anticipate that some of the borings and cores may need to be performed during non-typical working hours. We anticipate that the submittal of a traffic control plan and street cut permit application to the City of El Paso shall be required to perform these borings and cores. The final field work period shall be coordinated with our client.

The following table lists the boring locations, number of borings/cores and approximate exploration depths.

| Boring Location | Number of Borings/ Approx. Depth (ft.) | Number of Cores |
|---------------------------------|--|--------------------|
| Phil Gibbs Dr. to Winslow Homer | 9 / 5' | 6 |
| Winslow Home Dr. to Loop 375 | 6 / 10' | 1 |

The borings shall be completed to the above-mentioned depths or auger refusal, whichever is shallower. The borings shall be logged in the field by our geotechnical engineering technical staff. If groundwater or water seepage is immediately encountered during our field activities, the depth shall be recorded. Soil samples shall be collected during our subsurface soil exploration based on the encountered soil conditions. All collected soil samples from the borings shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples

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**City of El Paso – Vista Del Sol Drive
Resurfacing / Reconstruction Project**
El Paso, El Paso County, Texas



shall be sealed to prevent moisture loss and transported to our laboratory for further observation and engineering soil classification testing on selected soil samples.

At the completion of our field operations, each boring shall be backfilled with auger cuttings and firmly compacted at the ground surface elevation and shall be patched with rapid set high strength concrete material to at least a depth of 8 inches below the existing asphalt surface elevation, where applicable. Cores shall also be patched with rapid set cementitious materials.

We respectfully request that our Client's land surveyor include our exploration boring and core locations within their scheduled survey points, so that we may report ground elevations and coordinates for each evaluation location, if required.

We also respectfully request that the Client provide CQC with existing utility as-built drawings and/or information for the subject project site to reduce the potential of penetrating through underground utilities during our drilling and field activities.

CQC shall assist in locating the borings in the field and call Texas811 to request utility locates. As a result, subsurface exploration borings shall not be performed in areas where utility lines are not appropriately marked or identified in the field to avoid a potential unsafe working conditions for our employees. If this condition occurs, CQC shall meet with our Client to review the field conditions and relocate the soil borings or eliminate borings, if necessary.

In order to further mitigate the potential of penetrating underground utilities at boring locations, limited Ground Penetrating Radar (GPR) scanning shall also be performed at the soil boring locations to aid in locating and identifying any existing underground utilities or any other underground features prior to our subsurface exploration described above. Our GSSI SIR 4000 control unit along with a 2.6 GHz antenna capable of evaluating subsurface anomalies to a depth of up to 5 feet depending on noise disturbance shall be utilized.

Our laboratory engineering soil classification tests shall be limited to soil moisture contents, plasticity index tests, sieve analysis tests, up to seven (7) soil moisture-density relationship tests, up to six (6) soil California Bearing Ratio (CBR) tests, and up to three (3) soil sulfate and chloride tests performed in general accordance with applicable ASTM or industry standard analytical test procedures. Our engineering soil classification laboratory tests do not include chemical analysis of collected soil samples for environmental hazardous material assessment purposes.

III. Soils Evaluation Report and Schedule

At the completion of our soil exploration drilling activities, soil evaluation and engineering soil classification testing, a formal written letter geotechnical report shall be prepared and provided to our Client. Our soils evaluation letter report shall provide a boring location plan, subsurface exploration boring logs, laboratory engineering soil classification test results, and geotechnical considerations to supplement the design of sitework and pavement sections by our Client.

We anticipate that we may commence our drilling activities within fifteen (15) working days from our Client's written notice to proceed and once all utility lines are cleared at boring and core locations and city permits have been approved. the permits to enter the property have been secured by our Client and utility lines have been marked at the site at our proposed boring locations. We estimate that our field work may be completed within a period of 8 days and lab work testing with a period of 15 to 20 days. An

December 10, 2024
 CQC Proposal No. PGCQC24-085
**City of El Paso – Vista Del Sol Drive
 Resurfacing / Reconstruction Project**
 El Paso, El Paso County, Texas



electronic pre-final review and comment report shall be provided within four (4) weeks after the completion of our field evaluation activities. An electronic PDF copy of the final report shall be provided once comments are received from our pre-final report submittal.

IV. Estimated Lump Sum Fee and Scope of Work Terms

We propose to provide the scope of work defined in this proposal for the estimated lump sum fee of **\$56,246.00**. A breakdown of our estimated fee is presented as Exhibit A within this proposal.

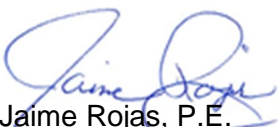
Our scope of work under this proposal does not include the following; repair and/or replacement of penetrated or damaged unmarked utility lines, topographic surveying services, delineation of buried materials and/or structures, a groundwater or water seepage study, sink hole study, landslide study, global slope stability of the site, replacement of concrete walkways or landscaping areas, preparation of engineering plans, bid specifications, engineering cost estimates, an environmental assessment of the project sites air, soil, water, site fault delineation and evaluation, delineation of subsurface flowing water either on or adjacent to the project site limits, the development of a dewatering plan, development of a trench safety plan, construction materials testing services during construction, an assessment of the potential impacts or distress to existing structures on or adjacent to the project site resulting from construction activities, and directing or controlling the means and methods utilized by contractors during the construction of the project. CQC and our Client shall have no liability for claims resulting from the contractor's selected means and methods of construction.

Our services shall be performed in accordance with the scope of services described in this proposal. By approving this proposal, our Client agrees to retain our services for the above estimated fee. We understand that our services shall be performed in accordance with the Standard Terms and Conditions of our Clients prime agreement.

Our invoices are due and payable at 4606 Titanic Avenue, El Paso, Texas 79904. All parties hereby agree that this agreement upon acceptance will be performable in El Paso County, Texas. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal. This proposal is valid for a period of up to 60 days. CQC reserves the right to reevaluate our proposal beyond the referenced period. Again, we appreciate the opportunity to submit this proposal. Should you have any questions or comments regarding this proposal, please feel free to contact us.

Respectfully Submitted,
CQC Testing and Engineering, L.L.C.
TBPE Firm Registration No. F-10632

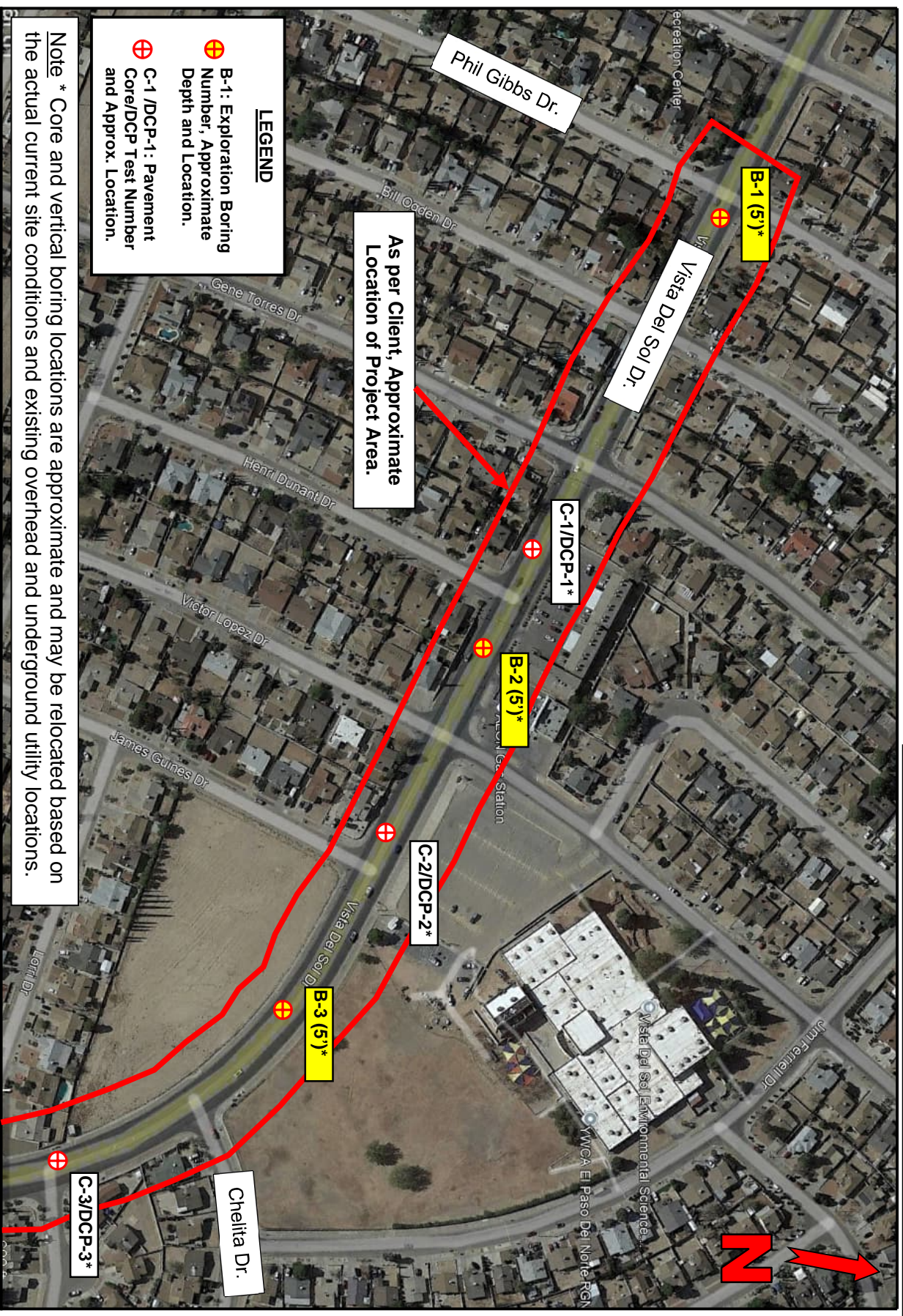

 Carlos Saucedo, P.E.
 Operations Manager / Project Engineer
csaucedo@cqcengqat.com


 Jaime Rojas, P.E.
 President / Principal Engineer
jrojas@cqcengqat.com

Attachments: 1.) General Geotechnical Subsurface Exploration Boring Location Aerial Plans, Sheet 1 through 3
 2.) Selected Project Area Photographs, 3 Pages
 3.) Exhibit A – Geotech Services Fee Estimate, 1 Page

Copies: 1.) Above Addressee – 1 copy by e-mail (lledesma@consoreng.com)

L:\2 Geotech Proposals\2024\MAIN GEOTECH Proposals\24-085 - CoEP Vista Del Sol Drive Resurfacing-Reconstruction (CONSOR)\3-Proposal and Cost Estimate\24-085 proposal - JR Revised.docx



LEGEND

⊕ B-1: Exploration Boring Number, Approximate Depth and Location.

⊕ C-1 /DCP-1: Pavement Core/DCP Test Number and Approx. Location.

Note * Core and vertical boring locations are approximate and may be relocated based on the actual current site conditions and existing overhead and underground utility locations.



construction quality control
testing and engineering

**General Geotechnical Subsurface Exploration
Boring and Core Location Aerial Plan**

Vista Del Sol Resurfacing/Reconstruction Project
Vista Del Sol from Phill Gibbs Dr to Chelita
And from Jim Thorpe Dr Loop 375
El Paso, El Paso County, Texas

Client: CONSOR Engineering

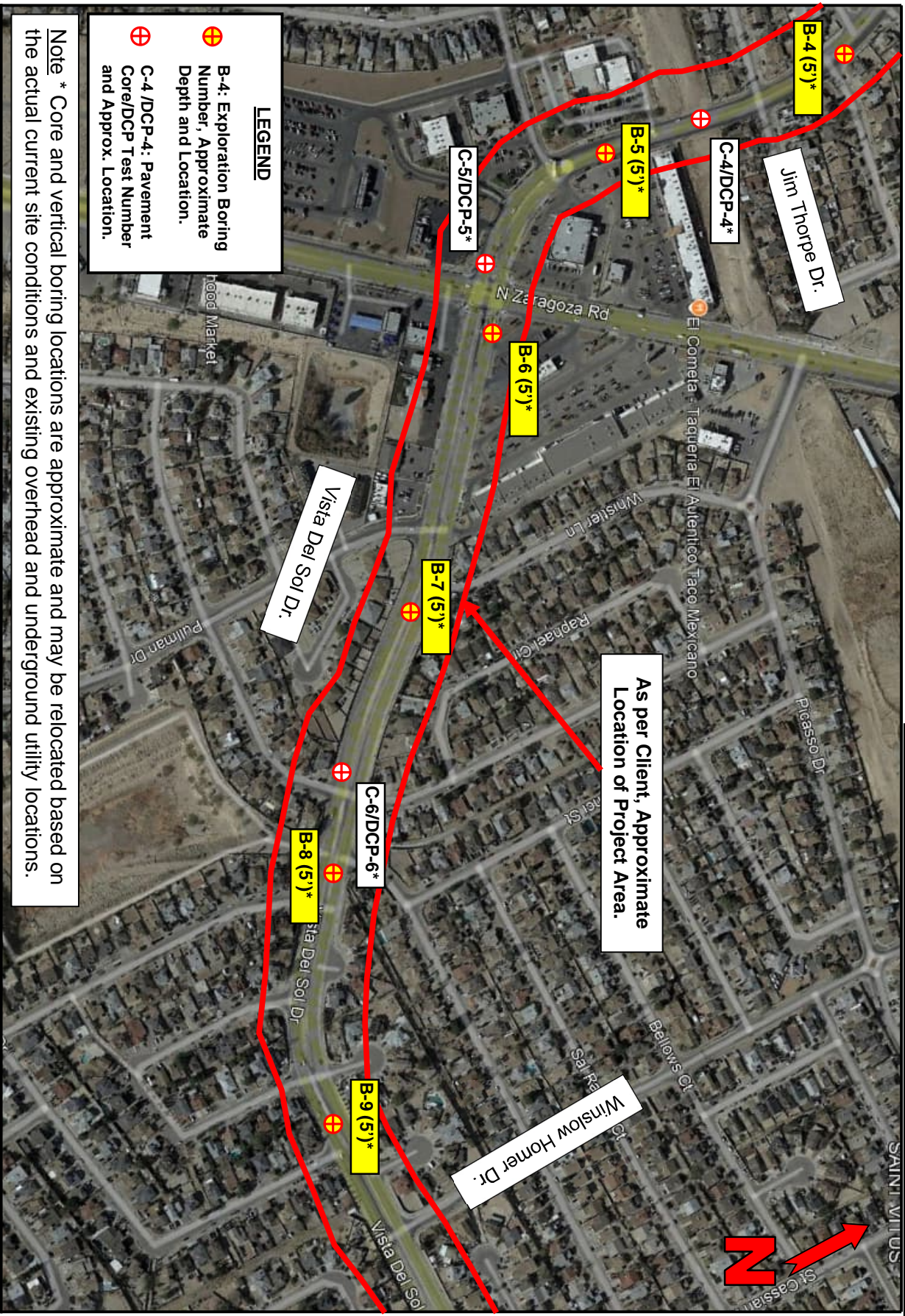
CQC Proposal No. PGCCQC24-085

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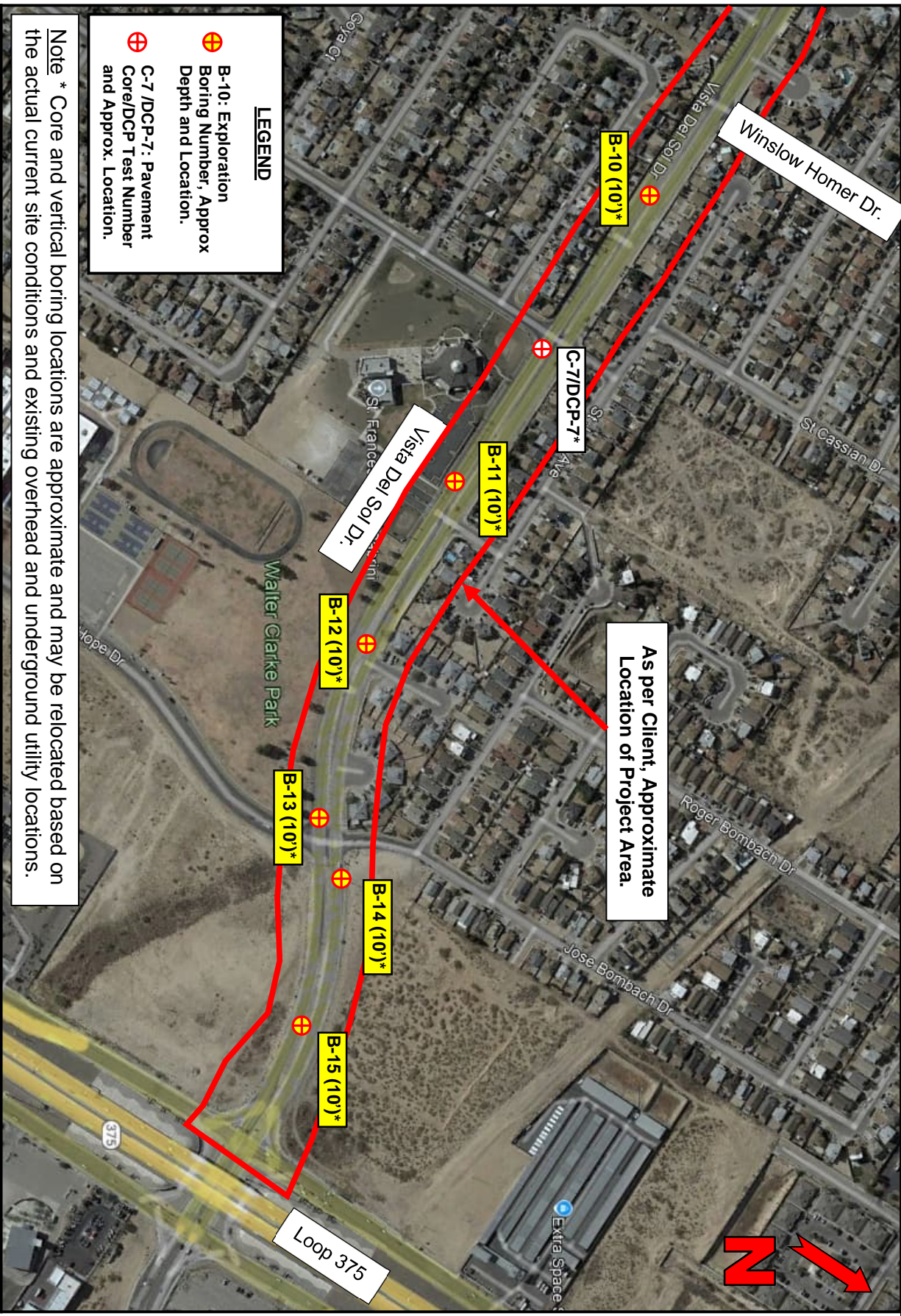
Date: 12/10/2024

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Sheet 1



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construction quality control
testing and engineering

**General Geotechnical Subsurface Exploration
Boring and Core Location Aerial Plan**

Vista Del Sol Resurfacing/Reconstruction Project
Vista Del Sol from Phill Gibbs Dr to Chelita
And from Jim Thorpe Dr Loop 375
El Paso, El Paso County, Texas

Client: CONSOR Engineering

CQC Proposal No. PGCCQC24-085

Scale: NTS

Date: 12/10/2024

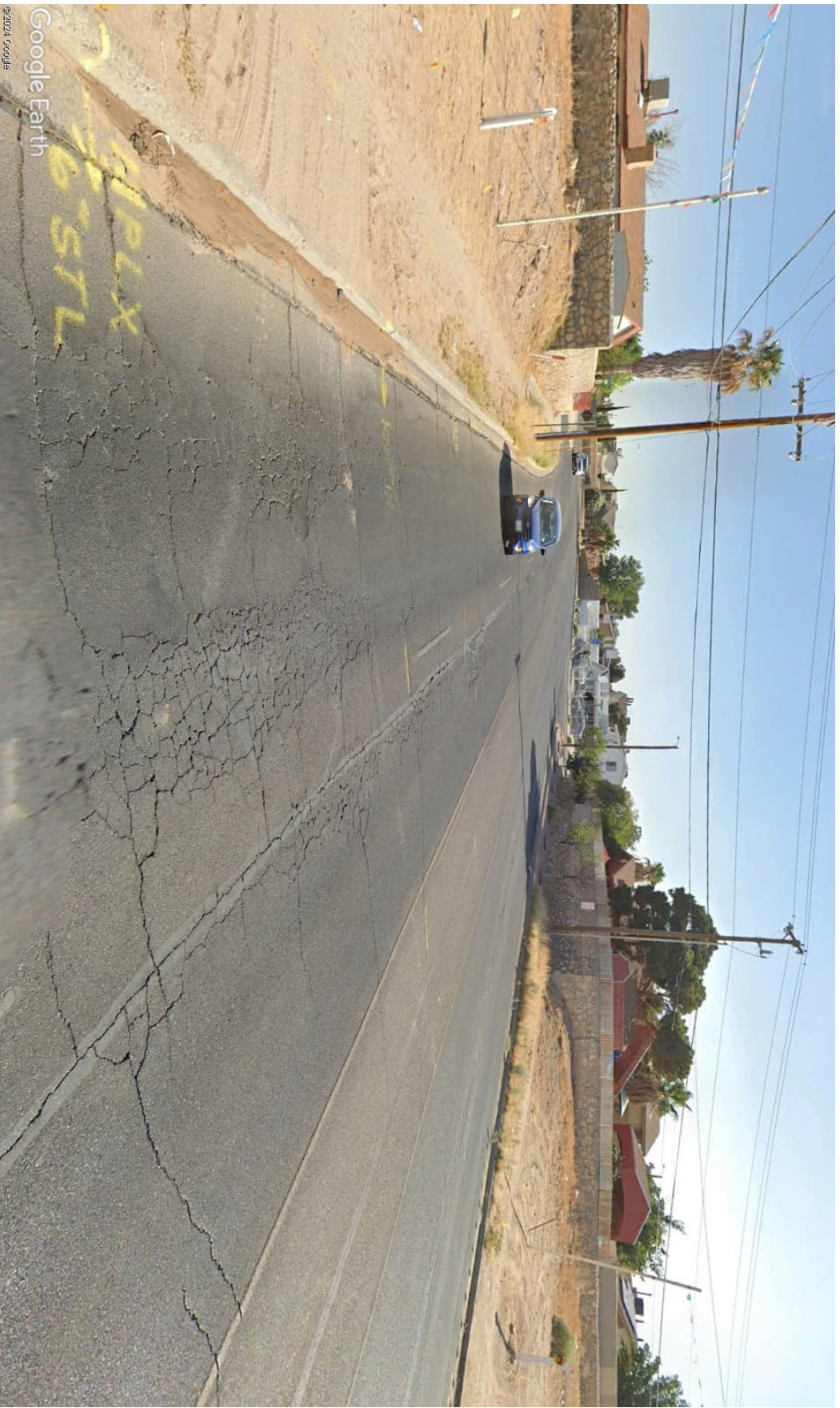
Check by: JR

Sheet 3

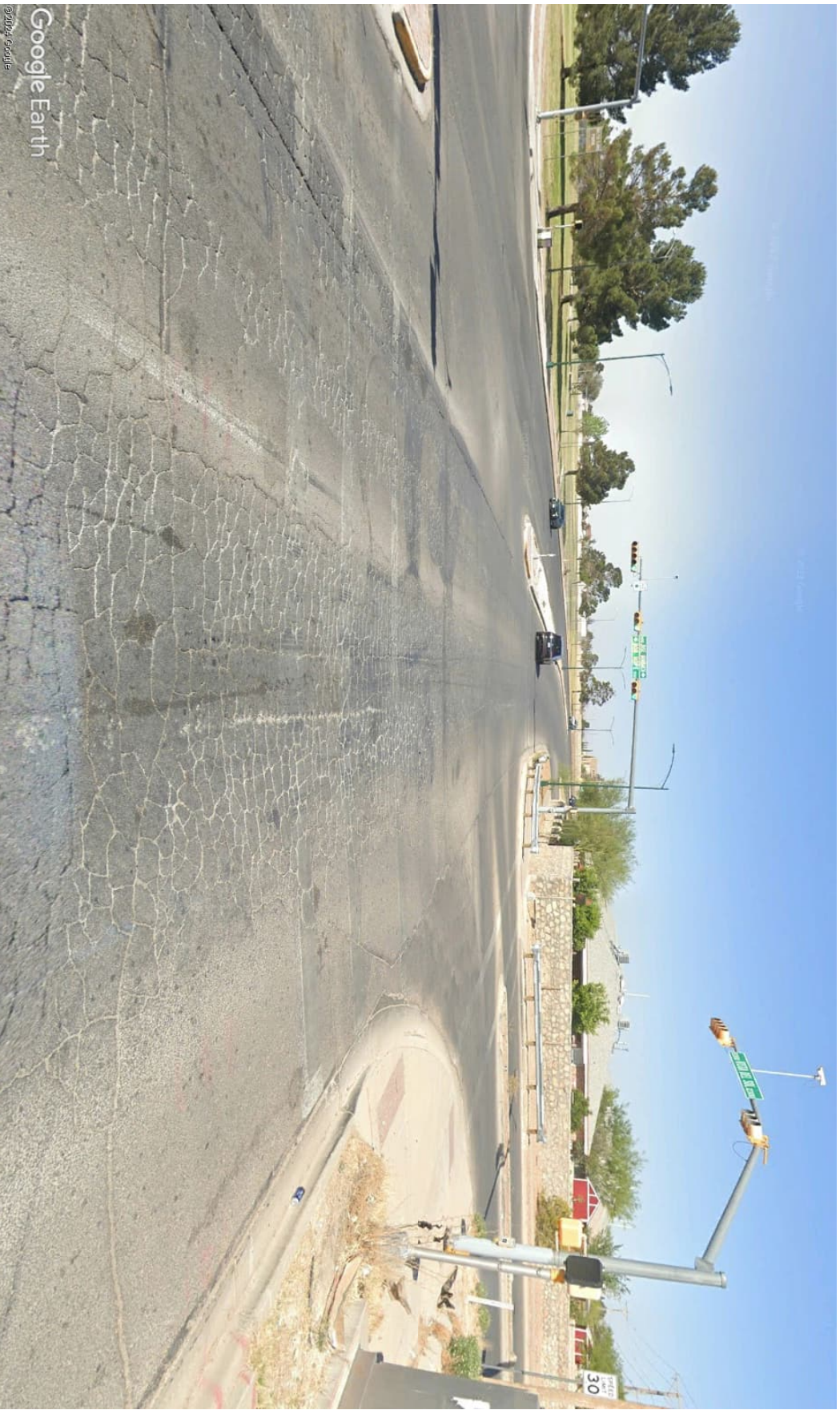
Vista Del Sol Drive Resurfacing / Reconstruction Project Area at Henry Dunant



Vista Del Sol Drive Resurfacing / Reconstruction Project Area between Jim Thorpe and Winslow Homer



Vista Del Sol Drive Resurfacing / Reconstruction Project Bob Hope Intersection – West Bound Lanes





CQC Testing and Engineering, L.L.C.
4606 Titanic Avenue
El Paso, Texas 79904
Ph. (915) 771-7766
Fx. (915) 771-7786

TASK 900 Geotechnical Data Collection

Construction Materials Testing
Geotechnical Engineering
Environmental Site Assessments
Forensic Analysis/Testing

EXHIBIT A - GEOTECH SERVICES FEE ESTIMATE

City of El Paso - Vista Del Sol Drive Resurfacing / Reconstruction Project

Client: CONSOR Engineering
CQC Proposal No. PGCQC24-085

Effective Date: December 10, 2024

| Item No. | I. Project Setup and Administrative Coordination | | | | |
|--|--|-----|----------|-----------------|--------------|
| | Professional Labor Description | Qty | Unit | Base Labor Rate | Extension |
| 1 | Principal Engineer | 4 | hr. | \$ 125.00 | \$ 500.00 |
| 2 | Project Engineer | 24 | hr. | \$ 110.00 | \$ 2,640.00 |
| 3 | Clerical | 2 | hr. | \$ 58.00 | \$ 116.00 |
| | Section No. I - | | Subtotal | | \$ 3,256.00 |
| II. Geotechnical Field Work Services | | | | | |
| | Direct Cost (Field Work) Description | Qty | Unit | Base Labor Rate | Extension |
| 1 | Soil Boring - w/Split Spoon Sampling, (9 borings to 5 feet and 6 to 10 feet) | 100 | ft | \$ 16.50 | \$ 1,650.00 |
| 2 | Drill Crew Mobilization, within City Limits | 7 | ea. | \$ 400.00 | \$ 2,800.00 |
| 3 | Engineer, Logger and Drilling Crew Support Vehicle | 10 | day | \$ 75.00 | \$ 750.00 |
| 4 | Logger Time for staking, marking of borings, utility verification and logging. | 95 | hr. | \$ 85.00 | \$ 8,075.00 |
| 5 | Pavement - DCP Tests, 5 feet Max depth | 7 | ea. | \$ 150.00 | \$ 1,050.00 |
| 6 | Support Vehicle | 3 | day | \$ 75.00 | \$ 225.00 |
| 7 | HMAC/Concrete Coring, thickness 6 inches max. | 22 | ea. | \$ 180.00 | \$ 3,960.00 |
| 8 | Coring Equipment | 6 | day | \$ 120.00 | \$ 720.00 |
| 9 | Generator Usage Charge | 6 | day | \$ 85.00 | \$ 510.00 |
| 10 | Core Hole Patching | 22 | ea. | \$ 22.00 | \$ 484.00 |
| 11 | Borehole Grouting | 20 | ft. | \$ 6.25 | \$ 125.00 |
| 12 | Traffic Control | 7 | day | \$ 750.00 | \$ 5,250.00 |
| 13 | GPR Scanning | 4 | ea. | \$ 650.00 | \$ 2,600.00 |
| | Section No. II - | | Subtotal | | \$ 28,199.00 |
| III. Laboratory Engineering Soil Classification Testing Services | | | | | |
| | Laboratory Test Description | Qty | Unit | Base Labor Rate | Extension |
| 1 | Soil Moisture Contents | 59 | ea. | \$ 13.00 | \$ 767.00 |
| 2 | Atterberg Limits Test | 44 | ea. | \$ 75.00 | \$ 3,300.00 |
| 3 | Soil Sieve Analysis Test | 59 | ea. | \$ 85.00 | \$ 5,015.00 |
| 4 | Soil Direct Shear Tests | 0 | ea. | \$ 550.00 | \$ - |
| 5 | Soil Sulfate and Chloride Tests | 3 | ea. | \$ 95.00 | \$ 285.00 |
| 6 | Soil Nutrient Tests (Ag Extension) | 0 | ea. | \$ 95.00 | \$ - |
| 7 | Soil Cement Series Test | 1 | ea. | \$ 1,200.00 | \$ 1,200.00 |
| 8 | Laboratory California Bearing Ratio Soil Test, 2 pt. | 6 | ea. | \$ 350.00 | \$ 2,100.00 |
| 9 | Soil Moisture-Density Relationship Test (D698 or D 1557) | 7 | ea. | \$ 275.00 | \$ 1,925.00 |
| | Section No. III - | | Subtotal | | \$ 14,592.00 |
| IV. Technical, Professional and Geotechnical Report Preparation Services | | | | | |
| | Labor Description | Qty | Unit | Base Labor Rate | Extension |
| 1 | Field and Laboratory Technician | 12 | hr. | \$ 75.00 | \$ 900.00 |
| 2 | Principal Engineer | 7 | hr. | \$ 125.00 | \$ 875.00 |
| 3 | Project Engineer | 75 | hr. | \$ 110.00 | \$ 8,250.00 |
| 4 | Clerical | 3 | hr. | \$ 58.00 | \$ 174.00 |
| | Section No. IV - | | Subtotal | | \$ 10,199.00 |
| | Subtotal of Items I through IV | | | | \$ 56,246.00 |
| | Estimated Geotechnical Services Fee | | | | \$ 56,246.00 |



January 15, 2025

CONSOR Engineers
ATTN: Leo Ledesma, PE, Senior Project Manager
1501 N. Mesa Street, Suite 200
El Paso, TX 79902

VIA E-MAIL

**Re: Subsurface Utility Engineering Services
Vista Del Sol Drive Resurfacing/Reconstruction, El Paso, TX**

Dear Mr. Ledesma:

Cobb, Fendley & Associates, Inc. (Cobb Fendley) is pleased to provide this scope and fee for the Subsurface Utility Engineering (SUE) services associated with the project referenced above. The proposed Scope of Services and Basis of Compensation are outlined below.

Project Limits: A Total of five (5) Test Holes (SUE Level A) will be performed at selected locations by CONSOR Engineers. Additionally, Designating (SUE Level B) will be performed within the area marked in the Exhibits below.

SCOPE OF SERVICES – SUE

CobbFendley personnel are certified in work zone safety and confined space entry. Permitting and standard traffic control, if required for this project, will be considered reimbursable expenses. Should 'non-standard' traffic control be required (police officer present, night work, arrow board, etc...) these services will also be considered extra.

All Subsurface Utility Engineering services are completed by CobbFendley employees and the work is performed in accordance with ASCE 38/02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

Quality Level D – Existing Records: Utilities are plotted from review of available existing records.

Quality Level C – Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level B – Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. A more detailed description of our designating services is provided below.

Quality Level A – Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through Test Holes and measuring and recording (to appropriate survey control) utility/environment data. A more detailed description of our test hole locating services is provided below.

SUE Level B: Designating

Using SUE Level D and C information & utility contacts (By Others), CobbFendley will map existing utilities to SUE Quality Level B (Designation) within the project limits. A detailed description of utility designating services, SUE Level B, is provided below.

Survey activities associated with SUE Level B services will be completed in accordance with the Minimum Standards for Surveying in Texas and under the direction of a Texas Registered Professional Land Surveyor. The herein specified services shall be performed according to the Minimum Standards of Land Surveying in the state of Texas and per the requirements of the Texas Society of Professional Surveyors Manual of Practice for Land Surveying.

1. Designate means to record and mark the horizontal location of the existing toneable utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. A non-water base paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities.
2. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. CobbFendley will update the existing utility facility plan (if applicable) with designated utilities, utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations if applicable. It is understood by both CobbFendley and EPWater that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole through vacuum excavation. A note will be placed on the designate deliverable only that states "lines sizes are from best available records". This information will be provided in AutoCAD format.
3. Clearly identify all utilities that were discovered from previous investigations and record information but cannot be depicted in quality level B standards. These utilities will have a unique line style and symbology in the designate (Quality Level B) deliverable.
4. Comply with all applicable City/State policy and procedural manuals.

Fee Associated with SUE Level B Services: \$22,280.00

SUE Level A: Locating (Test Hole)

CobbFendley will perform Utility Test Holes (potholes) at locations chosen by CONSOR Engineers. For each requested Test Hole (TH), CobbFendley will use its vacuum excavation truck to safely remove material at each Test Hole location. **Each Test Hole will be performed to a maximum of Ten (10) feet.**

Prior to beginning field locating activities, CobbFendley's field manager will contact the applicable "One Call" agency and coordinate with utility owner inspectors as may be required by law or utility owner policy. Once these initial tasks are complete, the field manager and technicians will begin locating the specified utilities at the specified locations. Any pavement present will be neatly cut and removed, such that the cut does not exceed 0.10 square meters (1.076 square feet), unless unusual circumstances exist. Soil will then be safely removed using vacuum excavation techniques in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Once the subject utility is exposed, CobbFendley technicians will measure and record following data:

- Utility facility type and configuration;
- Utility facility material(s);
- Utility facility condition;
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems;
- Coating/wrapping information and condition;
- Elevation to top and bottom of utility;
- Elevation of existing grade over utility;
- Horizontal location;
- Pavement thickness and type, if present;
- Any unusual circumstances or field conditions.



Once data collection is complete, CobbFendley technicians will furnish and install a permanent above ground marker directly above center line of the utility facility. This marker will serve as a reference point to tie the vertical and horizontal location of the test hole to the project coordinate system and elevation datum. Each excavation will then be backfilled with native material, compact by mechanical means, and pavement/surface material restored. CobbFendley will also provide complete restoration of the surrounding work site and/or landscape to equal or better condition than before excavation.

CobbFendley is responsible for any damage to the utility during the locating process. In the event of damage, CobbFendley shall stop work, notify the appropriate utility facility owner, Client project manager, and appropriate regulatory agencies. CobbFendley will not resume work until the utility facility owner has determined the corrective action is satisfactory.

CobbFendley will perform all surveying that is required for collection of location and elevation data at each test hole. A minimum of two benchmarks will be utilized. Elevations will be taken within an accuracy of 1-inch (2.54-cm) unless a more precise tolerance is specified.

Using the collected data, CobbFendley will develop an appropriately formatted data sheet for each completed test hole. The locations of each test hole will be mapped to the project coordinate system using the Clients preferred project control and CAD standards. The Client will provide CobbFendley a base map/topographic file in AutoCAD format for use in preparing the deliverable.

The following Utilities were found through an 811-Call made. It is estimated that 10 Test Holes are required for this Site.

- Spectrum
- Conterra Ultra Broadband LLC
- El Paso Electric Company
- El Paso Water Utilities
- Holly Energy Partners
- Lumen
- MCI
- Kinder Morgan CO2 Company
- Texas Gas Service
- AT&T

Fee Associated with SUE Level A Services (Chaffee Gate): \$17,473.00

Deliverables

SUE LEVEL "B" deliverables will include:

- SUE Drawing in DWG & PDF format. This deliverable will contain utilities marked accordingly per SUE level B.

SUE LEVEL "A" deliverables will include:

- Test Hole Data Sheets in PDF format;
- Test Hole locations drawing in AutoCAD Civil 3D format.

Assumptions

- Survey efforts included in fee shown above.
- Standard Traffic Control & Permitting is included in fee shown above.
- Test Hole Data Sheets are included in fee shown above.
- Accessibility to the location of the Test Holes is available.



- Dig Permit is included in fee shown above.

Services to be provided by CONSOR Engineers

The Client shall furnish the following information, as available, at no cost to CobbFendley:

1. Provide plans showing the project limits, alignment, benchmarks, project control data, profile, cross section information and test hole locations (if applicable).
2. Lists of utility and/or agency contact persons, if known.
3. Other available utility information or assistance as appropriate.
4. Provide utility line style and symbology CAD Standards, if desired.

Schedule

CobbFendley can commence work within two (2) weeks of receiving the signed Proposal & notice to proceed (NTP). Field work must be preceded by a "One Call" ticket and a mandatory 48-hour clearance period.

Basis of Compensation

The total estimated fee to complete the scope of work described herein is **\$39,753.00**.

If this summary is acceptable, please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Jesus A. Ramos, Jr.", with a stylized flourish at the end.

Jesus A. Ramos, Jr., P.E.
Senior Project Manager

CONSOR Engineers

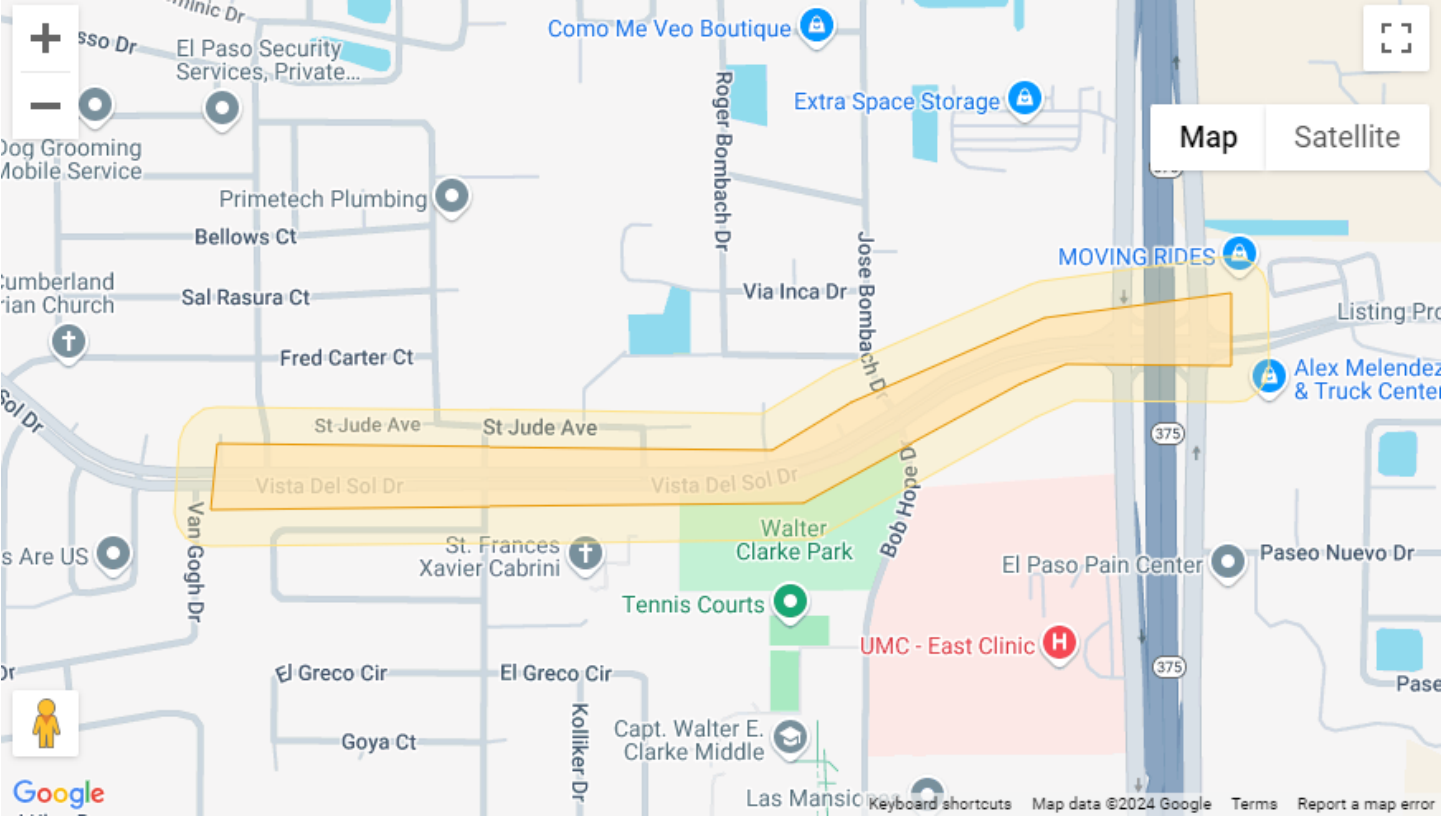
Signature

Name & Title

Date

Cc: Sean Wolfe, P.G., Principal-In-Charge

Exhibit “A” – Vicinity Map



END OF SCOPE



Attn:
Leo Ledesma
Associate VP, Senior Project Manager
Conсор Engineering
1/15/2025

RE: Proposed Street Safety Study

Dear Leo,

Street Simplified is pleased to offer the following proposal for professional services as discussed.

Reports, study length, and other factors can be adjusted and tailored to meet your needs per the attached pricing sheet. On the following pages you will also find our updated price sheet as well as the detailed information about the included and excluded features of the Street Safety Package.

Please keep the information in the letter confidential for internal use. If you have any questions regarding the expected services or the pricing, please do not hesitate to reach out to me.

Best Regards,
Benjamin Griffard

(314) 471-3511
Ben@streetsimplified.com
Street Simplified LLC
2020 Centerline Ln
Georgetown, TX 78628



Attachment 1: Study Proposal

| Item | Number of Studies | Price per study | Total |
|---------------------------------------|-------------------|-----------------|----------|
| 24 hour Street Safety Analytics Study | 4 | \$10,000 | \$40,000 |

Invoice will be sent upon the receipt of formal OTP.

State and/or local taxes are NOT included in this proposal, but will be added upon invoicing.

If not previously specified, Street Simplified will need to rewrite this proposal to reflect specific locations chosen with installation notes and study duration for each location. As such, the client can dictate the specific locations studied and different study duration for each location. Price is a reflection of volume of locations & duration for each location, and will be adjusted accordingly.

For projects with a scope of 5 locations or more, Street Simplified will deliver 75% of the studies within 12 weeks. Any remaining studies will be delivered as quickly as possible, upon the resolution of any technical issues and/or data recollections, etc.

If locations are not predetermined at the time of the proposal, a formal review of the locations will be required prior to scheduling data collection, and may result in additional costs for collection and processing.

Unless otherwise agreed upon in writing, the quoted price herein is valid for a period of 90 days from the date listed in the proposal issued by Street Simplified, after which quotations will require confirmation or adjustment by Street Simplified.

Any quoted price automatically expires at the end of each calendar year, Dec 31. Price quotes and proposals from a previous calendar year will not be accepted by Street Simplified, unless otherwise expressly agreed upon in writing by an executive team member of Street Simplified, or through specific written agreement or contractual obligation, such as an On-Call Services Contract, wherein price has been previously negotiated and agreed upon for a specific amount of time and no further.



Attachment 2: Summary of Collection Locations

| Count | Address of Study Location | Study Duration | Install Notes |
|--------------|----------------------------------|-----------------------|----------------------|
| 4 | TBD | 24 Hour Safety Study | TBD |

Street Simplified will collect data and provide analytics at the location(s) listed above.

The agency has the ability to choose an alternate location not listed above in lieu of any location listed above with Street Simplified approval.

Studies can be either at separate locations or “before” and “after” evaluations at the same location. “Before” and “after” evaluations count as two studies. After studies must be completed within 18 months of before evaluation.

Attachment 3: Deliverables

Safety Report

The Street Safety Team will generate a full analytics report per location studied. We will identify the priority safety risks for each location and present to the client what solutions are appropriate. The Street Safety Report is a customized summary of the safety findings that examines the site’s crash data (if available), highest risk near-crash conflict pairs, road geometry and roadway elements, and any elevated levels of red-light running, speeding, intersection blocking, otherwise dangerous maneuvers, & vulnerable road user compliance or lack thereof.

Processing

Video processing will be provided for the collection period. Collection periods are typically 24 hours but can range from 16 to 29 hours depending on the battery life. Street can conduct long-duration studies, including up to 7 days of video to be processed, upon request and acceptance of rates.

Street Analytics

- Turning Movement Counts
- Speed Analytics & Advanced Speed Plots
- Crosswalk Counts for Pedestrians and Cyclists
- Cyclist Turning Movement Counts

Street Safety Analytics

- Near-miss Analysis - videos, filtering, conflict map with trajectories

STREET

simplified

Speeding Analysis – vehicles traveling +10 MPH above Speed Limit
Crossing off crosswalks – Pedestrians and Cyclists

Light state Analytics

Red-Light Running
Crosswalk crossing on opposing green – Pedestrians & Cyclists
Intersection blocking

Platform & Exports

Online dashboard with agency login
CSV export options
Video content downloadable with agency login
Unlimited, unrestricted access to platform - NO annual fee, NO subscription

Coverage Clarification

Signal state coverage will vary between locations and is performed on a good-faith effort and understanding. No guarantees are made with respect to signal state coverage at any location.

Light State Coverage may be completely unavailable at some locations, on certain approaches, or during certain periods of the day. Signal state coverage is only available at signalized intersections.

Signalized Pedestrian Crossing analysis cannot be guaranteed as it is often not visibly detectable.

Stop Sign Non-Compliance, Stopping on Railroad Tracks, & Failure to Yield to Pedestrians are manually extracted and verified for quality assurance purposes.

Some features may not be available at every location.

Some metrics will be extracted manually depending on study location complications. As such, some event types may not be provided on platform, however they will be provided to the client via cloud.

Slip lane coverage is not included in standard studies, but can be collected at additional cost.

Manual Verification Metrics

Lane Usage
Queue lengths and times
Failure to Yield to pedestrians
Stopping on the RailRoad Tracks

Data Quality Clarified

STREET

simplified

Quality of all analytics is not guaranteed at night, during sunrise, sunset, adverse weather conditions, or in cases where ideal mounting locations were not achievable. Features requiring light state are provided on a best-effort basis and depend on camera placement. With multiple cameras this is rarely detrimental to studies.

Slip lanes are not included in the standard scope of work for Street Simplified, which includes intersection analysis with a minimum of 2 cameras. Slip lane coverage, analysis, or counts are not included in a standard 4-camera study. If slip lane analytics are desired, this can be arranged with the use of additional cameras, which incurs additional cost, and must be agreed upon prior to the scope of work and price being finalized.

Some locations may require manual analysis, which may exclude some features on the visualization platform, and potentially delay delivery of the individual location(s). Street Simplified temporary cameras will be mounted to available infrastructure. In the event that there is not suitable infrastructure available, temporary infrastructure will be provided at the expense of the client.

Street Simplified makes a best effort attempt to collect data during the scheduling windows requested by the client. Once in the field, Street Simplified will collect the data for study locations even if construction or atypical conditions are present. This may result in atypical data patterns represented in the delivered analytics.

Multi-day studies need to be conducted consecutively

Attachment 4: Schedule of Services & Delivery

Order to Proceed

Data Collection

Typically within 2 weeks - larger projects require a longer lead time

Platform Delivery

Typically data is delivered to the platform within 3 weeks of data collection. Larger-scale projects may require additional processing time, but Street will push data to the platform as it processes.

The client will be given a secure login to the platform after the data is uploaded and analyzed by the AI system. This access is granted about 30 to 60 days after data is collected.

For temporary studies, the client will have unlimited unrestricted access to the data with no annual fees or subscriptions of any kind.

**Safety Report Delivery**

Delivery meetings are typically set 2-4 weeks after the data is available to the client on the cloud-based platform.

Safety Report Delivery - After the data is on the platform, our safety team will build a safety report for the client, which is presented in a Zoom/Teams meeting about 2 weeks after the platform data is accessible.

A copy of the Safety Report will be provided to the client in the form of a live link and a downloadable PowerPoint.

VISTA DEL SOL RESURFACING / RECONSTRUCTION
EXHIBIT D

| | | | | | | | |
|---|----------------------|------------|--------|-----------|-----------|-----------|-----------|
| Firm Name: Consor Engineers, LLC. | | | | | | | |
| Exhibit D Fee Summary | | | | | | | |
| Project: Vista Del Sol Resurfacing/Reconstruction | | | | | | | |
| Method of Payment: Lump Sum/Specified Rate | | | | | | | |
| Task | Consor Engineers LLC | | | | | | |
| | (PRIME) | | Survey | | | | |
| TASK 100 - Project Management & Administration | \$ | 29,812.34 | | | | | |
| TASK 200 - Roadway Design | \$ | 183,081.87 | | | | | |
| TASK 300 - Drainage Design | \$ | 70,712.50 | | | | | |
| TASK 400 - Traffic Design | \$ | 53,725.85 | | | | | |
| TASK 500 - Traffic Control Design | \$ | 30,028.84 | | | | | |
| TASK 600 - Surveying | \$ | 59,950.00 | | | | | |
| TASK 700 - Utility Management & Coordination | \$ | 17,376.52 | | | | | |
| TASK 800 - Storm Water Pollution Prevention Plan (SW3P) | \$ | 17,809.01 | | | | | |
| TASK 900 - Geotechnical Data Collection | | | | \$ | 56,246.00 | | |
| TASK 1000 - Public Involvement | \$ | 16,619.52 | | | | | |
| TASK 1100 - ADA Compliance & Requirements | | | | | | | \$ |
| TASK 1200.1 - Bid Phase Services | \$ | 20,301.92 | | | | | 5,000.00 |
| TASK 1200.2 - Construction Phase Services | \$ | 57,507.78 | | | | | |
| TASK 1300 - Subsurface Utility Engineering | | | | \$ | 39,753.00 | | |
| TASK 1400 - Safety/Analytics | | | | | | \$ | 40,000.00 |
| ODE's | \$ | 4,469.75 | | | | | |
| Sub Total: | \$ | 501,445.90 | \$ | 59,950.00 | \$ | 39,753.00 | \$ |
| Grand Total: | \$ | 702,394.90 | | | | | \$ |

| Lump Sum Design Fee Schedule Breakdown: | |
|--|---------------|
| 30% Plan Submittal (Preliminary Engineering Design Report Submittal) | \$ 202,390.80 |
| 60% Plan Submittal | \$ 218,604.82 |
| 90% Plan Submittal | \$ 187,375.56 |
| Final Submittal | \$ 16,214.02 |
| Sub Total | \$ 624,585.20 |
| Specified Rate Bid & Construction Schedule Breakdown: | |
| Bid Phase Services | \$ 20,301.92 |
| Construction Phase Services | \$ 57,507.78 |
| Sub Total | \$ 77,809.70 |
| Grand Total | \$ 702,394.90 |

VISTA DEL SOL RESURFACING / RECONSTRUCTION
EXHIBIT D

| | | | | | | | | | | | | | | | | | |
|--|------------------------|-------------------|-------------------|-------------------------|------------------------|----------------------------|------------------------------|-----------------------|----------------------|---------------|--------------------------------------|--------------------------------------|----------------|-----------------|-------------------|--|--|
| Firm Name: Consor Engineers, LLC | | | | | | | | | | | | | | | | | |
| Exhibit D : Fee Schedule | | | | | | | | | | | | | | | | | |
| Method of Payment: Lump Sum | | | | | | | | | | | | | | | | | |
| Project: Vista Del Sol Resurfacing/Reconstruction | | | | | | | | | | | | | | | | | |
| LABOR CLASSIFICATION | | | | | | | | | | | | | | | | | |
| Item - Task | Project Manager | Engineer (Senior) | Engineer (Design) | Engineer in Training II | Engineer in Training I | Engineer Technician Junior | Utilities Coordinator Senior | Utilities Coordinator | CADD Operator Senior | CADD Operator | Senior Public Involvement Specialist | Junior Public Involvement Specialist | Admin/Clerical | Total LOE (Hrs) | Total Cost (\$\$) | | |
| | Contract Rate (Hourly) | \$256.12 | \$221.97 | \$170.75 | \$128.06 | \$110.99 | \$99.60 | \$199.21 | \$142.29 | \$136.60 | \$108.14 | \$199.21 | \$128.06 | \$85.37 | | | |
| I. MANAGING CONTRACTED ADVANCE PROFESSIONAL ENGINEERING SERVICES | | | | | | | | | | | | | | | | | |
| TASK 100 - Project Management & Administration | | | | | | | | | | | | | | | | | |
| 100.1 Contract Management and Administration | | | | | | | | | | | | | | | | | |
| Coordination with the City/State | 16 | 32 | 8 | | 4 | 4 | | | | | | | | 64 | \$13,409.32 | | |
| Prepare monthly written progress reports | 8 | 8 | | | 4 | 4 | | | | | | | 12 | 36 | \$5,691.52 | | |
| Develop and maintain detailed project design schedule | 4 | 6 | | | 2 | 2 | | | | | | | | 14 | \$2,777.48 | | |
| Prepare, distribute and file written and electronic correspondence | 4 | 4 | | | | | | | | | | | | 8 | \$1,912.36 | | |
| Sub contracts, monitor sub consultant activities, invoices | 8 | 16 | | | 2 | 2 | | | | | | | | 28 | \$6,021.66 | | |
| SUBTOTAL | 40 | 66 | 8 | | 12 | 12 | | | | | | | 12 | 150 | \$29,812.34 | | |
| TASK 200 - Roadway Design | | | | | | | | | | | | | | | | | |
| 200.1 Feasibility Studies (Pre-Design Report) | | | | | | | | | | | | | | | | | |
| Data Collection and Field Reconnaissance | 1 | | 12 | | 24 | 12 | | | | | | | | 49 | \$6,164.08 | | |
| Design Criteria | | 2 | 4 | | 8 | 4 | | | | | | | | 18 | \$2,413.26 | | |
| Safety Audit/Analysis | 4 | 8 | | | 24 | 12 | | | | | | | | 48 | \$6,659.20 | | |
| Define Resurfacing/Reconstruction Limits | 2 | 8 | 16 | | 8 | 4 | | | | | | | | 38 | \$6,306.32 | | |
| Develop Design Options (Reconstruction) | 2 | 4 | 16 | | 24 | 12 | | | | 20 | | | | 78 | \$10,153.88 | | |
| Preliminary Cost Estimates | 2 | | 8 | | 8 | 8 | | | | | | | | 26 | \$3,562.96 | | |
| Preliminary Design Layout | 2 | 4 | 16 | | 12 | 12 | | | | 40 | | | | 86 | \$10,984.80 | | |
| 200.2 Geometric Design | | | | | | | | | | | | | | | | | |
| Preliminary Geometric Layout | 2 | 2 | 6 | | 6 | 6 | | | | | | | | 22 | \$3,244.22 | | |
| Preliminary 3D Corridor Model | 2 | 4 | 12 | | 12 | 12 | | | | | | | | 42 | \$5,976.20 | | |
| 200.3 Roadway Design | | | | | | | | | | | | | | | | | |
| Horizontal Geometry Design | 2 | | 2 | 8 | 8 | 8 | | | | | | | | 28 | \$3,562.94 | | |
| Vertical Geometry Design | 2 | | 4 | 12 | 12 | 12 | | | | | | | | 42 | \$5,259.04 | | |
| Prepare Plan & Profile Sheets: (100 SCALE - 1,100 FT/SHEET, 6 RESURF/3RECON) | 6 | | 12 | 24 | 40 | 40 | | | 24 | 160 | | | | 306 | \$35,663.56 | | |
| 200.4 Typical Sections | | | | | | | | | | | | | | | | | |
| Existing Typical Section | 1 | | | 2 | 8 | 8 | | | | 20 | | | | 39 | \$4,359.76 | | |
| Proposed Typical Section | 1 | | | 8 | 12 | 12 | | | | 40 | | | | 73 | \$8,133.28 | | |
| 200.5 Cut and Fill Quantities | | | | | | | | | | | | | | | | | |
| Refine Preliminary 3D Corridor | 1 | | 2 | 10 | 9 | 9 | | | | | | | | 31 | \$3,773.53 | | |
| Corridor Cross Section Sheets (Est. 70 Cross Sections @ 50-ft, RECON ONLY) | 2 | | | 12 | 20 | 20 | | | | 20 | | | | 74 | \$8,423.56 | | |
| Earthwork Calculations | 1 | | 2 | 6 | 12 | 12 | | | | | | | | 33 | \$3,893.06 | | |
| 200.6 Plan Preparation | | | | | | | | | | | | | | | | | |
| Title Sheet | 1 | | | | 2 | 2 | | | | 12 | | | | 17 | \$1,974.98 | | |
| Index of Sheet | 1 | | | | 8 | 8 | | | | 12 | | | | 29 | \$3,238.52 | | |
| General Notes Sheets | 1 | | 2 | | 12 | 12 | | | | 8 | | | | 35 | \$3,989.82 | | |
| Estimate & Quantity Sheets (E&Q) | 2 | | | 4 | 10 | 10 | | | | 20 | | | | 46 | \$5,293.18 | | |
| Alignment Data Sheets | 1 | | | 4 | 4 | 4 | | | | 16 | | | | 29 | \$3,340.96 | | |
| Demolition Sheets | 2 | | | 8 | 12 | 12 | | | | 60 | | | | 94 | \$10,552.20 | | |
| EPIC Sheet | 1 | | | | 6 | 6 | | | | 8 | | | | 21 | \$2,384.78 | | |
| Design Standards and Detail Sheets | 1 | | 4 | | 16 | 10 | | | | 20 | | | | 61 | \$7,256.78 | | |
| Plan Review (60%, 90%, 100%, Final) | 20 | | 20 | 20 | | | | | | | | | | 60 | \$11,098.60 | | |
| 200.7 Construction Schedule (60%, 90%, 100%) | 8 | | | | 16 | 16 | | | | | | | | 40 | \$5,418.40 | | |
| SUBTOTAL | 71 | 32 | 138 | 134 | 327 | 283 | | | 24 | 456 | | | | 1465 | \$183,081.87 | | |

| TASK 300 - Drainage Design | | | | | | | | | | | | | | | | | | |
|--|----|--|----|----|----|----|----|----|--|--|--|--|--|----|--|--|-----|-------------|
| 300.1 Data Collection | 1 | | 4 | 4 | 4 | 4 | 4 | 4 | | | | | | | | | 17 | \$2,293.72 |
| 300.2 Hydrologic Studies | | | 12 | 12 | 12 | 12 | 12 | 12 | | | | | | | | | 48 | \$6,112.80 |
| 300.3 Complex Hydraulic Design & Documentation | | | | | | | | | | | | | | | | | | |
| HEC-RAS Models | 2 | | 16 | 16 | 16 | 8 | 8 | 8 | | | | | | | | | 66 | \$9,234.08 |
| Storm System Design/Check | 2 | | 8 | 8 | 8 | 16 | 16 | 16 | | | | | | | | | 82 | \$10,784.48 |
| Cross Culvert Design/Check | 2 | | 8 | 8 | 8 | 8 | 8 | 8 | | | | | | | | | 50 | \$6,843.60 |
| H&H Report | 2 | | 20 | 20 | 20 | 8 | 8 | 8 | | | | | | | | | 94 | \$12,592.12 |
| 300.4 Drainage Plan Preparations | | | | | | | | | | | | | | | | | | |
| External DA Map & Calc Sheets | | | 4 | 4 | 4 | | | | | | | | | | | | 24 | \$2,925.48 |
| Internal DA Map & Calc Sheets | | | 2 | 2 | 2 | 8 | 8 | 8 | | | | | | | | | 60 | \$7,336.42 |
| Storm System Calcs | | | | | | 6 | 6 | 6 | | | | | | | | | 28 | \$2,993.78 |
| Hydraulic Data Sheets | | | 4 | 4 | 4 | 2 | 2 | 2 | | | | | | | | | 32 | \$3,961.34 |
| Drainage Plan & Profile Sheets | | | | | | | | | | | | | | | | | 0 | \$0.00 |
| Culvert Layouts | | | | | | | | | | | | | | | | | 0 | \$0.00 |
| Drairage Detail & Standards | | | | | | | | | | | | | | | | | 0 | \$0.00 |
| Quantities | | | | | | | | | | | | | | | | | 0 | \$0.00 |
| 300.5 QA/QC | 8 | | 12 | 12 | 12 | | | | | | | | | | | | 32 | \$5,634.68 |
| SUBTOTAL | 17 | | 90 | 90 | 90 | 72 | 72 | 72 | | | | | | | | | 533 | \$70,712.50 |
| TASK 400 - Traffic Design | | | | | | | | | | | | | | | | | | |
| 400.1 Signing | | | | | | | | | | | | | | | | | | |
| Small Sign Details | 1 | | 1 | | | 2 | 2 | 2 | | | | | | | | | 14 | \$1,713.17 |
| Summary of Large Guide Sign & Small Signs | 1 | | 6 | | | 6 | 6 | 6 | | | | | | | | | 35 | \$4,274.40 |
| Standards | 1 | | 1 | | | 2 | 2 | 2 | | | | | | | | | 10 | \$1,280.61 |
| 400.2 Pavement Marking | | | | | | | | | | | | | | | | | | |
| Pavement Markings & Signing Layouts | 2 | | 10 | | 10 | 30 | 30 | 30 | | | | | | 24 | | | 206 | \$23,910.44 |
| Summary of Pavement Markings and Signing | 1 | | | | 1 | 2 | 2 | | | | | | | | | | 8 | \$1,038.72 |
| Standards | 1 | | | | 1 | 2 | 2 | 2 | | | | | | | | | 10 | \$1,237.92 |
| 400.3 Traffic signal Study | 1 | | 2 | | 2 | 2 | | | | | | | | | | | 13 | \$1,718.86 |
| 400.4 Traffic Signals | | | | | | | | | | | | | | | | | | |
| Existing Conditions Layout | 1 | | | | 1 | 6 | 6 | 6 | | | | | | | | | 30 | \$3,377.96 |
| Removal Layout | 1 | | | | 1 | 3 | 3 | 3 | | | | | | | | | 24 | \$2,746.19 |
| Traffic Signal Layout | 1 | | | | 2 | 6 | 6 | 6 | | | | | | | | | 31 | \$3,506.02 |
| Standards | 1 | | | | 1 | 2 | 2 | 2 | | | | | | | | | 10 | \$1,237.92 |
| 400.5 QA/QC | 16 | | 12 | | 12 | | | | | | | | | | | | 40 | \$7,683.64 |
| SUBTOTAL | 28 | | 32 | | 31 | 61 | 59 | | | | | | | 24 | | | 431 | \$53,725.85 |
| TASK 500 - Traffic Control Design | | | | | | | | | | | | | | | | | | |
| 500.1 Traffic Control Plan | | | | | | | | | | | | | | | | | | |
| Sequence of Work Layout | 1 | | | | 2 | 4 | 4 | 4 | | | | | | | | | 27 | \$3,084.84 |
| Traffic Control Typical Sections & Plan Layouts | 4 | | 4 | | 16 | 40 | 40 | 40 | | | | | | | | | 224 | \$25,156.84 |
| Traffic Control Plan Standards | 1 | | | | 2 | 4 | 4 | 4 | | | | | | | | | 15 | \$1,787.16 |
| SUBTOTAL | 6 | | 4 | | 20 | 48 | 48 | | | | | | | | | | 266 | \$30,028.84 |
| TASK 700 - Utility Management & Coordination | | | | | | | | | | | | | | | | | | |
| 700.1 Utility Engineering and Coordination | 1 | | 4 | | 8 | 4 | 4 | 4 | | | | | | 16 | | | 117 | \$17,376.52 |
| SUBTOTAL | 1 | | 4 | | 8 | 4 | 4 | 4 | | | | | | 16 | | | 117 | \$17,376.52 |
| TASK 800 - Storm Water Pollution Prevention Plan | | | | | | | | | | | | | | | | | | |
| 1000.1 Develope SW3P Layouts | 2 | | 6 | | 12 | 15 | 15 | | | | | | | 48 | | | 98 | \$11,423.03 |
| 1000.2 Calculate and Tabulate Quantities | 2 | | 6 | | 8 | 12 | 12 | | | | | | | 12 | | | 52 | \$6,385.98 |
| SUBTOTAL | 4 | | 12 | | 20 | 27 | 27 | | | | | | | 60 | | | 150 | \$17,809.01 |
| TASK 1000 - Public Involvement | | | | | | | | | | | | | | | | | | |
| 1300.1 Support for Public Meeting 1 | 4 | | | | | | | | | | | | | | | | 52 | \$8,309.76 |
| 1300.2 Support for Public Meeting 2 | 4 | | | | | | | | | | | | | | | | 52 | \$8,309.76 |
| SUBTOTAL | 8 | | | | | | | | | | | | | | | | 104 | \$16,619.52 |

VISTA DEL SOL RESUFACING / RECONSTRUCTION
EXHIBIT D

| TASK 1500 - Bid Phase Services & Construction Phase services | | | | | | | | | | | | | | | | | |
|---|-----|----|-----|-----|-----|-----|----|----|----|------|----|----|-----|------|--------------|--|--|
| 1500.1 Bid Phase Services | | | | | | | | | | | | | | | | | |
| Prepare the Bid Proposal front end documents | 2 | | 4 | 6 | 12 | 12 | | | | | | | 36 | | \$4,490.68 | | |
| Prepare any addenda to drawings or specifications | 2 | | 2 | 5 | 12 | 12 | | | | | 40 | | 73 | | \$8,346.72 | | |
| Attend the Pre-Bid Conference | | | 2 | 5 | | | | | | | | | 7 | | \$981.80 | | |
| Assist in responding to contractor questions | 8 | | 4 | 4 | | | | | | | | | 16 | | \$3,244.20 | | |
| Assist in evaluating bids received and provide recommendation | 4 | | 6 | 6 | 2 | 2 | | | | | | | 20 | | \$3,238.52 | | |
| SUBTOTAL | 16 | | 18 | 26 | 26 | 26 | | | | | 40 | | 152 | | \$20,301.92 | | |
| 1500.2 Construction Phase Services | | | | | | | | | | | | | | | | | |
| Attend preconstruction meeting | 2 | | | | | | | | | | | | 2 | | \$512.24 | | |
| Review and approve Shop Drawings | 6 | | | 20 | 20 | 20 | | | | | | | 66 | | \$8,309.72 | | |
| Respond to RFIs | 6 | | | 28 | 30 | 30 | | | | | 40 | | 134 | | \$15,765.70 | | |
| Attend Construction meetings (Weekly Meetings) | 20 | | | 40 | | | | | | | | | 60 | | \$10,244.80 | | |
| As-Built Preparation | 8 | | | | 12 | 12 | | | | | 40 | | 72 | | \$8,901.64 | | |
| Subtancial Completion Punch List | 24 | | | | 12 | 12 | | | | | | | 48 | | \$8,673.96 | | |
| Public Involvement Updates | 4 | | | | 8 | 8 | | | | | | | 32 | | \$5,099.72 | | |
| SUBTOTAL | 70 | | | 88 | 82 | 82 | | | | | 80 | | 414 | | \$57,507.78 | | |
| PROJECT TOTALS (CONSOR) | 261 | 98 | 306 | 417 | 659 | 613 | 16 | 80 | 48 | 1064 | 44 | 64 | 12 | 3782 | \$496,976.15 | | |

VISTA DEL SOL RESUFACING / RECONSTRUCTION
EXHIBIT D

| PROJECT: Vista Del Sol | | | | | |
|--|-------------|-------|--------------|-------------------|--|
| CONSOR Engineers, LLC. | | | | | |
| OTHER DIRECT EXPENSES | | | | | |
| Other Direct Expenses | UNITS | UNITS | RATE | COST | |
| Mileage (Current state rate) | mile | 100 | \$0.655 | \$65.50 | |
| 8½"X11" BW/ Paper Copies | each | 500 | \$0.15 | \$75.00 | |
| 11"X17" BW/ Paper Copies | each | 500 | \$0.25 | \$125.00 | |
| 8½"X11" Color Paper Copies | each | 100 | \$1.00 | \$100.00 | |
| 11"X17" Color Paper Copies | each | 50 | \$1.25 | \$62.50 | |
| Task 1300.1 Support for Public Meeting #1 | | | | | |
| 4' x 5' Color Boards Mounted on Foamcore | each | 10 | \$150.00 | \$1,500.00 | |
| 8½"X11" BW/ Paper Copies | each | 100 | \$0.15 | \$15.00 | |
| 8½"X11" Color Paper Copies | each | 100 | \$1.00 | \$100.00 | |
| CADD Plotting Roll Map (B&W, Unmounted) | linear foot | 40 | \$1.30 | \$52.00 | |
| Names tags (25) | each | 1 | \$15.00 | \$15.00 | |
| Task 1300.2 Support for Public Meeting #2 | | | | | |
| 8½"X11" BW/ Paper Copies | each | 100 | \$0.15 | \$15.00 | |
| 8½"X11" Color Paper Copies | each | 100 | \$1.00 | \$100.00 | |
| CADD Plotting Roll Map (B&W, Unmounted) | linear foot | 40 | \$1.30 | \$52.00 | |
| 4' x 5' Color Boards Mounted on Foamcore | each | 10 | \$150.00 | \$1,500.00 | |
| Names tags (25) | each | 1 | \$15.00 | \$15.00 | |
| Task 1300 Public Involvement Support | | | | | |
| Postage via First Class Mail | each | 25 | \$0.66 | \$16.50 | |
| 8½"X11" BW/ Paper Copies | each | 25 | \$0.15 | \$3.75 | |
| 8½"X11" Color Paper Copies | each | 100 | \$1.00 | \$100.00 | |
| Task 1200.2 Stakeholder Support | | | | | |
| 8½"X11" BW/ Paper Copies | each | 50 | \$0.15 | \$7.50 | |
| 8½"X11" Color Paper Copies | each | 50 | \$1.00 | \$50.00 | |
| Postage via Certified Mail | each | 25 | \$20.00 | \$500.00 | |
| | | | TOTAL | \$4,469.75 | |

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

For the “Civil Engineering Professional Services for the Vista Del Sol Drive Resurfacing/Reconstruction Project” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
 - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not

limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall

include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense

statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “Civil Engineering Professional Services for the Vista Del Sol Drive Resurfacing/Reconstruction Project”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$702,394.90** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

| | |
|---------------------------------|----------------------------|
| Preliminary Design (30%) | \$202,390.80 |
| Pre-Final Design (60%) | \$218,604.82 |
| Final Design (90%) | \$187,375.56 |
| Final Submittal | \$16,214.02 |
| Bidding | \$20,301.92 |
| Construction | <u>\$57,507.78</u> |
| Total | <u>\$702,394.90</u> |

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on September 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

CONCEPT PHASE

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall

submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--------------------------|
| PRODUCER MARSH USA LLC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | FAX (A/C, No): |
| CN144764051--GAUWP-23-24 2025 0091R | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED Conzor Engineers, LLC 6505 Waterford District Drive, Suite 470 Miami, FL 33126 | INSURER A: Continental Casualty Company | 20443 |
| | INSURER B: N/A | N/A |
| | INSURER C: National Fire Insurance Company | 20478 |
| | INSURER D: Axis Surplus Insurance Company | 26620 |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:**

SEA-004066697-01

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|---|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | <input checked="" type="checkbox"/> | | 7036360752 | 12/31/2023 | 12/31/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | <input checked="" type="checkbox"/> | | BUA 7036360766 | 12/31/2023 | 12/31/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | N/A | WC 7 36465081 (AOS) WC 7 36441749 (CA) | 12/31/2023 12/31/2023 | 12/31/2024 12/31/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Prof & Environmental Liability | | | EBZ634816/01/2023 (Ded:\$500,000) | 12/31/2023 | 12/31/2024 | Per Claim 1,000,000 Aggregate 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Client Project Number 2025-0091R

City of El Paso is included as additional insured where required by written contract with respect to general and auto liability.

CERTIFICATE HOLDERCity of El Paso
218 N. Campbell, 2nd Floor
El Paso, TX 79901**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name Srikrishna Peapully

Business Name Conсор Engineers, LLC

Agenda Item Type 2025-0091R Vista del Sol Resurfacing / Reconstruction

Relevant Department Capital Improvement

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

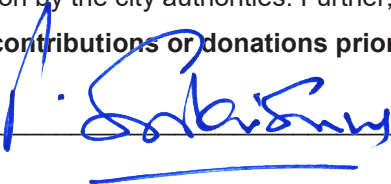
OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: 

Date: December 2, 2024



Legislation Text

File #: 25-195, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

El Paso Water, Alex Vidales, (915) 594-5636

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed, and any other documents necessary to convey approximately 2.112 acres of land, legally described as being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, City of El Paso, El Paso County, Texas.

Subject Property: 210 N. Lee St.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 2.112 ACRES OF LAND, LEGALLY DESCRIBED AS BEING ALL OF LOTS 1-16 AND 21-32, AND THE VACATED ALLEY WITHIN BLOCK 72, COTTON ADDITION, EL PASO, EL PASO COUNTY, TEXAS.

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

WHEREAS, at its regular meeting on January 12, 2022, the Public Service Board determined approximately 2.112 acres of land legally described as being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas (the "*Property*"), to be inexpedient to the System and that the Property should be sold in accordance with state law; and,

WHEREAS, on August 14, 2024, the Public Service Board approved the sale of land that has been declared inexpedient to the System in accordance with Texas Local Government Code §272.001(g); and,

WHEREAS, on August 14, 2024, the Public Service Board approved and authorized the sale of the Property to the Rescue Mission of El Paso, Inc., for the sales price of \$1,475,000.00 and requested the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

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

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

Approximately 2.112 acres of land legally described as being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas.

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

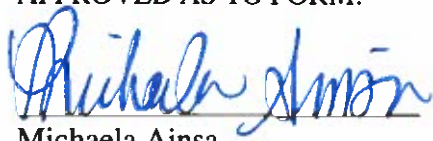
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____

SPECIAL WARRANTY DEED

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

Effective Date: _____, 2025

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

Grantee: **RESCUE MISSION OF EL PASO, INC.**, A Texas nonprofit organization
209 N. Lee St.
El Paso, Texas 79901

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

Property (including any improvements):

A parcel of land consisting of approximately 2.112 acres, being legally described by metes and bounds on **Exhibit A**, attached hereto and incorporated herein for all purposes.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. Notwithstanding the foregoing, the Grantor shall not have the right to drill for any of the groundwater from the surface estate hereby conveyed.

Exceptions to Conveyance and Warranty:

1. Utility easements and prescriptive rights visible and apparent on the ground.
2. Easement to El Paso Electric Company, recorded in Volume 223, Page 1204, Real Property Records of El Paso County, Texas.
3. 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.

4. Subject to any additional tax or taxes imposed, or which may be imposed, or the rollback of any taxes by any taxing authority due to the sale, change of use, or change of current or previous owner's status from totally exempt to taxable of the above described property pursuant to the Revised Civil Statutes of Texas 1925, as amended and the Constitution of the State of Texas, as amended.

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

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

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

(Signature page and exhibits follow.)

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

GRANTOR:

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

By: _____
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

NOTARY PUBLIC, State of Texas

EXHIBIT A

Prepared For: El Paso Water
Date: 4-11-22
Cotton Addition
El Paso County, Texas
W.O. # 032222-9

METES AND BOUNDS DESCRIPTION

Description of 2.112-acre parcel of land being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit:

Commencing at a city monument at the intersection of the monument lines of Bassett Street (70-foot right-of-way) and Dallas Street (70-foot right-of-way), said monument lines lying 10 feet north and 10' east of the respected centerlines of Bassett Street and Dallas Street; Thence, South 33°48'01" East, along the monument line of Dallas Street, a distance of 330.00 feet to a city monument lying at the intersection of monument lines lying 10' north and 10' east at the intersection of Dallas Street and Magoffin Street (70-foot right-of-way); Thence, continuing along said monument line, South 33°48'01" East, a distance of 165.00 feet to a point; Thence, South 56°11'59" West, a distance of 45.00 feet to a MAG nail set on the southeast corner of Lot 17, Block 72, Cotton Addition, and the westerly right-of-way line of Dallas Street, said MAG nail being the Point of Beginning of this description;

Thence, South 33°48'01" East, along said right-of-way, a distance of 140.00' feet to a point on the northerly right-of-way Olive Street (70-foot right-of-way);

Thence, South 56°11'59" West, along said right-of-way, a distance of 400.00' feet to a point on the westerly right-of-way of Lee Street (70-foot right-of-way);

Thence, North 33°48'01" West, along said right-of-way, a distance of 260.00' feet to a MAG nail set on the southerly right-of-way of Magoffin Avenue, (70-foot right-of-way);

Thence, North 56°11'59" East, along said right-of-way, a distance of 300.00' feet to a MAG nail set on the common boundary line of Lots 20 & 21 Block 72, Cotton Addition.

Thence, South 33°48'01" East, along said boundary line, a distance of 120.00 feet to a point nail set on the northerly line of a vacated alley dated August 15, 1968, in Ordinance 4002;

Thence North 56°11'59" East, a distance of 100.00' feet, to the Point of Beginning and containing in all 92,000 square feet or 2.112 acres of land more or less.

04/13/2022 
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is entered into by and between THE EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "**Seller**" or "**EPWater**") and RESCUE MISSION OF EL PASO INC., a Texas nonprofit corporation (the "**Buyer**"). The Seller and the Buyer may be referred to individually herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Seller owns the property described below; and

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

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

WHEREAS, the property is being sold pursuant to the following exception(s) to the bidding requirements outlined in Section 272.001(g) of the Texas Local Government Code: for the development of low-income or moderate-income housing.

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

AGREEMENT

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

An approximately 2.112 acre parcel, more or less, being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, City of El Paso, El Paso County, Texas, being legally described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, except such easements necessary for the operation of the EPWater water, wastewater, stormwater or drainage utility systems, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "**Property**").

1.1 Seller's Reservations. The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein (the "**Seller's Reservations**") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

1.2 Reliance on the Buyer's Own Diligence. It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property.

Sale of 210 N. Lee, ~2.112 Acres- EPWater-Rescue Mission of El Paso

1

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

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

1.4 Surface Water and Groundwater. Seller reserves the surface water and groundwater rights as documented on the proposed Special Warranty Deed attached hereto as Exhibit C.

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

2. Purchase Price. The purchase price for the Property shall be One-Million Four-Hundred Seventy-Five Thousand US Dollars and Zero Cents (\$1,475,000.00) (the "Purchase Price").

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

2.2 Earnest Money. Seller shall pay Buyer in the amount of Ten Thousand US Dollars and Zero Cents (\$10,000.00) (the "Earnest Money") with Ron Rush of Stewart Title Company (the "**Escrow Agent**") no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

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

3. Inspection Period. For period of thirty (30) days, beginning on the Effective Date (the "**Inspection Period**"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 Access. Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and

other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before entering onto the Property at any time prior to Closing.

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

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

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

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

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

6. Representations of the Seller. The Seller hereby represents, to the extent allowed by law, to the

Buyer, that, to its actual knowledge, the following are true in all material respects:

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

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

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

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

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

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

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

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

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

7.4 **Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or

joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

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

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

8.1 **Amount of Payment of Purchase Price.** The full amount of the Purchase Price shall be tendered to Seller at the Closing.

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

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

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

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

proceed to Closing, or terminate this Agreement.

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

- (a) The deed to the Property, in the form attached hereto as **Exhibit C** (the "**Deed**"), (subject to the Permitted Exceptions and the Seller's Reservations and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;
- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;
- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and
- (e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

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

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

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

9. Default.

9.1 Default by the Buyer. If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other

representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

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

9.3 Recoverable Damages. The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

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

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

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

10. Miscellaneous.

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

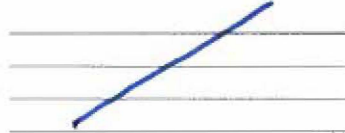
SELLER: El Paso Water Utilities - Public Service Board
John E. Balliew, PE, President/CEO

1154 Hawkins Drive
El Paso, Texas 79925

Copy to: El Paso Water Utilities
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, Texas 79925
LandManagement@epwater.org

BUYER: Rescue Mission of El Paso, Inc.
Blake W. Barrow, CEO
209 N. Lee St.
El Paso, Texas 79901
b.barrow@rmelp.org

Copy to:



10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

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

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

10.5 **Survival of Provisions.** The terms contained in all of Section 1; Section 2; Section 3; Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

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

10.7 **"AS IS, WHERE IS".** THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS

THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

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

10.9 The Buyer's use of the Property. The Buyer covenants to own and use the

Property for the following purpose: Buyer will provide temporary shelter, interim, transitional or permanent housing, food, and other related services to homeless persons and families (including, but not limited to, the operation of any related businesses regularly carried substantially related to furthering the charitable tax-exempt purpose of the Rescue Mission through its education, job training, and other charitable activities) in order to alleviate and eliminate the cause of homelessness for the benefit of the homeless residents and all citizens within the City of El Paso; and agrees to promptly execute and deliver to the Seller upon request of the same any documents, agreements, including, without limitation, restrictive covenants, or similar writings that may be necessary to memorialize or evidence the Buyer's compliance. In addition, the Buyer agrees to comply with all city, state, and federal laws and/or ordinances that may be applicable to the Property.

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

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

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

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

[Signatures Begin on the Following Page]

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

SELLER:

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

By: [Signature]
John E. Balliew
President/CEO

Executed on: 1/6/2025

APPROVED AS TO FORM:

[Signature]
Michaela Ainsa
Sr. Assistant General Counsel

APPROVED AS TO CONTENT:

[Signature]
Alex Vidales
Utility Land & Water Rights Manager

ACKNOWLEDGEMENT

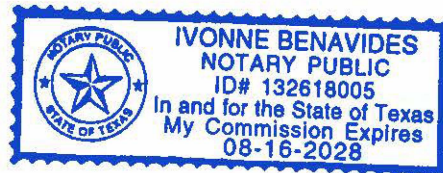
STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 6th day of January, 2025 by John E. Balliew, President and CEO of the El Paso Water Utilities – Public Service Board.

[Signature]
Notary Public, State of Texas

My Commission Expires:

8/16/2028



[Signatures Continue on the Following Page]

BUYER:

RESCUE MISSION OF EL PASO, INC..
a Texas nonprofit organizationBy: Blake W. Barrow
Blake W. Barrow
CEOExecuted on: Dec 30, 2024

ACKNOWLEDGEMENT

STATE OF ~~TEXAS~~ New Mexico §
COUNTY OF ~~EL PASO~~ LINCOLN §This instrument was acknowledged before me on the 30th day of December 2024 by Blake W. Barrow, CEO of The Rescue Mission of El Paso, Inc.Debra J. Hernandez
Notary Public, State of ~~Texas~~ New Mexico

My Commission Expires:

04-17-2025STATE OF NEW MEXICO
NOTARY PUBLIC
DEBRA J. HERNANDEZ
Commission # 1093296
My Comm. Exp. April 17, 2025

Sale of 210 N. Lee, ~2.112 Acres- EPWater-Rescue Mission of El Paso


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This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the ____ day of _____, 20____, which shall be the *Approval Date* for the purpose described herein.

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

By: _____
Dionne Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the 6th day of January, 2025. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:
Stewart Title Company

By: Angie A. Ybarra
Name: Angie A. Ybarra
Its: Escrow Assistant

EXHIBIT A

Prepared For: El Paso Water
Date: 4-11-22
Cotton Addition
El Paso County, Texas
W.O. # 032222-9

METES AND BOUNDS DESCRIPTION

Description of 2.112-acre parcel of land being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit:

Commencing at a city monument at the intersection of the monument lines of Bassett Street (70-foot right-of-way) and Dallas Street (70-foot right-of-way), said monument lines lying 10 feet north and 10' east of the respected centerlines of Bassett Street and Dallas Street; Thence, South 33°48'01" East, along the monument line of Dallas Street, a distance of 330.00 feet to a city monument lying at the intersection of monument lines lying 10' north and 10' east at the intersection of Dallas Street and Magoffin Street (70-foot right-of-way); Thence, continuing along said monument line, South 33°48'01" East, a distance of 165.00 feet to a point; Thence, South 56°11'59" West, a distance of 45.00 feet to a MAG nail set on the southeast corner of Lot 17, Block 72, Cotton Addition, and the westerly right-of-way line of Dallas Street, said MAG nail being the Point of Beginning of this description;

Thence, South 33°48'01" East, along said right-of-way, a distance of 140.00' feet to a point on the northerly right-of-way Olive Street (70-foot right-of-way);

Thence, South 56°11'59" West, along said right-of-way, a distance of 400.00' feet to a point on the westerly right-of-way of Lee Street (70-foot right-of-way);

Thence, North 33°48'01" West, along said right-of-way, a distance of 260.00' feet to a MAG nail set on the southerly right-of-way of Magoffin Avenue, (70-foot right-of-way);

Thence, North 56°11'59" East, along said right-of-way, a distance of 300.00' feet to a MAG nail set on the common boundary line of Lots 20 & 21 Block 72, Cotton Addition.

Thence, South 33°48'01" East, along said boundary line, a distance of 120.00 feet to a point nail set on the northerly line of a vacated alley dated August 15, 1968, in Ordinance 4002;

Thence North 56°11'59" East, a distance of 100.00' feet, to the Point of Beginning and containing in all 92,000 square feet or 2.112 acres of land more or less.

04/13/2022 
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra



EXHIBIT B
Seller's Reservations

Reservations: Seller will reserve ground & surface water rights

EXHIBIT C
The Deed

SPECIAL WARRANTY DEED

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

Effective Date: _____, 2024

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

Grantee: RESCUE MISSION OF EL PASO, INC., A Texas nonprofit organization
209 N. Lee St.
El Paso, Texas 79901

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

Property (including any improvements):

A parcel of land consisting of approximately 2.112 acres, being legally described by metes and bounds on Exhibit A, attached hereto and incorporated herein for all purposes.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. Notwithstanding the foregoing, the Grantor shall not have the right to drill for any of the groundwater from the surface estate hereby conveyed.

Exceptions to Conveyance and Warranty:

1. Utility easements and prescriptive rights visible and apparent on the ground.
2. Easement to El Paso Electric Company, recorded in Volume 223, Page 1204, Real Property Records of El Paso County, Texas.
3. 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.

4. Subject to any additional tax or taxes imposed, or which may be imposed, or the rollback of any taxes by any taxing authority due to the sale, change of use, or change of current or previous owner's status from totally exempt to taxable of the above described property pursuant to the Revised Civil Statutes of Texas 1925, as amended and the Constitution of the State of Texas, as amended.

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

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

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

(Signature page and exhibits follow.)

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

GRANTOR:

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

By: _____
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2024, by
Dionne Mack, City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

EXHIBIT A

Prepared For: El Paso Water
Date: 4-11-22
Cotton Addition
El Paso County, Texas
W.O. # 032222-9

METES AND BOUNDS DESCRIPTION

Description of 2.112-acre parcel of land being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit:

Commencing at a city monument at the intersection of the monument lines of Bassett Street (70-foot right-of-way) and Dallas Street (70-foot right-of-way), said monument lines lying 10 feet north and 10' east of the respected centerlines of Bassett Street and Dallas Street; Thence, South 33°48'01" East, along the monument line of Dallas Street, a distance of 330.00 feet to a city monument lying at the intersection of monument lines lying 10' north and 10' east at the intersection of Dallas Street and Magoffin Street (70-foot right-of-way); Thence, continuing along said monument line, South 33°48'01" East, a distance of 165.00 feet to a point; Thence, South 56°11'59" West, a distance of 45.00 feet to a MAG nail set on the southeast corner of Lot 17, Block 72, Cotton Addition, and the westerly right-of-way line of Dallas Street, said MAG nail being the Point of Beginning of this description;

Thence, South 33°48'01" East, along said right-of-way, a distance of 140.00' feet to a point on the northerly right-of-way Olive Street (70-foot right-of-way);

Thence, South 56°11'59" West, along said right-of-way, a distance of 400.00' feet to a point on the westerly right-of-way of Lee Street (70-foot right-of-way);

Thence, North 33°48'01" West, along said right-of-way, a distance of 260.00' feet to a MAG nail set on the southerly right-of-way of Magoffin Avenue, (70-foot right-of-way);

Thence, North 56°11'59" East, along said right-of-way, a distance of 300.00' feet to a MAG nail set on the common boundary line of Lots 20 & 21 Block 72, Cotton Addition.

Thence, South 33°48'01" East, along said boundary line, a distance of 120.00 feet to a point nail set on the northerly line of a vacated alley dated August 15, 1968, in Ordinance 4002;

Thence North 56°11'59" East, a distance of 100.00' feet, to the Point of Beginning and containing in all 92,000 square feet or 2.112 acres of land more or less.

04/13/2022 
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra





COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

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

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

Authorized Countersignature

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



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

CONDITIONS AND STIPULATIONS

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

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

STEWART TITLE GUARANTY COMPANY

IMPORTANT INFORMATION

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

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

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

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

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

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

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

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

| | |
|-------------------|---|
| File No.: 1564282 | Effective Date: January 23, 2022 at 9:00AM |
| CLOSER: Ron Rush | Issued: February 7, 2022 5:51PM |

1. The policy or policies to be issued are:

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

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

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

THE CITY OF EL PASO, TEXAS

4. Legal description of land:

See Exhibit "A" Attached Hereto

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1564282

Lots 1 through 16 and Lots 21 through 32, Block 72, COTTON ADDITION, an Addition to the City of El Paso, El Paso County, Texas.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

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

- ~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2022 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2022 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Utility easements and prescriptive rights visible and apparent on the ground.
- c) Easement to El Paso Electric Company, recorded in [Volume 223, Page 1204](#), Real Property Records of El Paso County, Texas.
- d) 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.
- e) Subject to any additional tax or taxes imposed, or which may be imposed, or the roll back of any taxes by any taxing authority due to the sale, change of use, or change of current or previous owner's status from totally exempt to taxable of the above described property pursuant to the Revised Civil Statutes of Texas 1925, as amended and the Constitution of the State of Texas, as amended.

COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. NOTE: We find no evidence that the alley in Block 72 was closed by any City Ordinance even though the tax rolls indicate that the alley is closed.
7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.

COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 1564282

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

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2018:

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

Stewart Information Services Corporation -100%

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

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

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

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

Stewart Title Guaranty Company – 100%

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

Stewart Information Services Corporation - 100%

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

Matthew W. Morris, David C. Hisey, John L. Killea

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

Matthew W. Morris, Chairman, Chief Executive Officer and President, David C. Hisey, Chief Financial Officer, Assistant Secretary-Treasurer, John L. Killea, General Counsel, Denise Carraux, Secretary & Assistant Treasurer, and Ken Anderson, Jr., Treasurer and Assistant Secretary

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

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

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

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

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

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

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE

DATE

Stewart Title Guaranty Company Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information. | Do we share | Can you limit this sharing? |
|--|-------------|---|
| For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations. | Yes | No |
| For our marketing purposes — to offer our products and services to you. | Yes | No |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i> | Yes | No |
| For our affiliates' everyday business purposes — information about your creditworthiness. | No | We don't share |
| For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required. | Yes | Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591. |
| For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies. | No | We don't share |

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

| | |
|--|---|
| How often do the Stewart Title Companies notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do the Stewart Title Companies protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards. |
| How do the Stewart Title Companies collect my personal information? | We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |
| What sharing can I limit? | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances. |

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

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

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

| Category | Examples | Collected? |
|---|--|------------|
| A. Identifiers. | A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers. | YES |
| B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). | A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories. | YES |
| C. Protected classification characteristics under California or federal law. | Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information). | YES |
| D. Commercial information. | Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies. | YES |
| E. Biometric information. | Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data. | YES |
| F. Internet or other similar network activity. | Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement. | YES |
| G. Geolocation data. | Physical location or movements. | YES |
| H. Sensory data. | Audio, electronic, visual, thermal, olfactory, or similar information. | YES |
| I. Professional or employment-related information. | Current or past job history or performance evaluations. | YES |
| J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)). | Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records. | YES |
| K. Inferences drawn from other personal information. | Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes. | YES |

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

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

Use of Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

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

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

**MINUTES
PUBLIC SERVICE BOARD
CITY OF EL PASO
August 14, 2024**

The regular meeting of the Public Service Board was held in person, Wednesday, August 14, 2024

PSB MEMBERS PRESENT

Bryan Morris, Chair
Charlie Intebi, Vice-Chair
Stefanie Block Uribarri, Secretary-Treasurer
Dr. Anna Gitter, Member
Lisa Saenz, Member
Mayor Oscar Leeser

PSB MEMBERS ABSENT

Dr. Hector Ocaranza

PSB EMPLOYEES PRESENT

John E. Balliew, P.E., President and Chief Executive Officer
Daniel Ortiz, Deputy General Counsel

EPWATER EMPLOYEES PRESENT

Ana Sanchez, Vice President
Art Duran, Chief Financial Officer
Claudia Duran, Chief of Staff
Edith Lara, Executive Assistant to the President/CEO
Luz Holguin, Assistant Chief Financial Officer
Alberto Gomez, Support Services I
Sol Cortez, Deputy General Counsel
Ruben Rodriguez, Chief Water Quality Compliance Officer
Eric Lugo, Computer Programmer
Lisa Rosendorf, Chief Communications & Government Affairs Officer
Rose Guevara, Purchasing and Contracts Manager
Geoffrey Espineli, Engineer Division Manager
Melinda Becker, Assistant General Counsel
Adriana Castillo, Engineer Division Manager
Elmer Beeler, Chief Support & Logistics Officer
Richard Wilcox, Water Supply Manager
Gustavo Hurtado, Fiscal Operations Manager

GUESTS

Juan Lopez, PCL Construction
Shane Piersall, PCL Construction

MEDIA

None

The Public Service Board meeting was called to order by Bryan Morris at 8:02 a.m. A quorum of its members was present. After a moment of silence, those in attendance joined Mrs. Sol Cortez in reciting the Pledge of Allegiance.

REGULAR AGENDA

1. **ADMINISTER OATH TO NEW BOARD MEMBER.**

On a motion made by Ms. Saenz, seconded by Mayor Leeser, the Board approved the request to postpone this item by one month.

2. **APPOINTMENT OF BOARD MEMBERS TO THE FOLLOWING COMMITTEES:**
(1) ARCHITECT/ENGINEER SELECTION ADVISORY COMMITTEE: BRYAN MORRIS, CHARLIE INTEBI
(2) COMMUNICATIONS COMMITTEE: STEFANIE BLOCK URIBARRI, ANNA GITTER, NEW BOARD MEMBER
(3) AUDIT, FINANCE, AND INVESTMENT COMMITTEE: STEFANIE BLOCK URIBARRI, LISA SAENZ, ANNA GITTER
(4) DEVELOPMENT COMMITTEE: BRYAN MORRIS, CHARLIE INTEBI, NEW BOARD MEMBER

On a motion made by Bryan Morris, seconded by Mayor Leeser, with the change to add Ms. Lisa Saenz to the Development Committee in place of Dr. Hector Ocaranza, and unanimously carried, the Board approved the appointment of board members to the following committees:

- (1) Architect/Engineer Selection Advisory Committee: Bryan Morris, Charlie Intebi
(2) Communications Committee: Stefanie Block Uribarri, Anna Gitter, Hector Ocaranza
(3) Audit, Finance, and Investment Committee: Stefanie Block Uribarri, Lisa Saenz, Anna Gitter
(4) Development Committee: Bryan Morris, Charlie Intebi, Lisa Saenz

3. **ELECTION OF THE PUBLIC SERVICE BOARD CHAIR, VICE-CHAIR AND SECRETARY-TREASURER OFFICERS.**

On a motion made by Mayor Leeser, seconded by Lisa Saenz, and unanimously carried, the Board elected Mr. Morris as Public Service Board Chair.

On a motion made by Bryan Morris, seconded by Lisa Saenz, and unanimously carried, the Board elected Mr. Intebi as Public Service Board Vice-Chair.

On a motion made by Mayor Leeser, seconded by Lisa Saenz, and unanimously carried, the Board elected Ms. Block Uribarri as Secretary-Treasurer.

CONSENT AGENDA

On a motion made by Mrs. Saenz and seconded by Mayor Leeser, item 12 was pulled from the Consent Agenda and placed into the Regular Agenda.

On a single motion made by Mayor Leeser, seconded by Mr. Intebi, and unanimously carried, the Board took action on the following consent agenda items:

4. **CONSIDERED AND APPROVED THE MINUTES OF THE REGULARLY SCHEDULED MEETING HELD ON JULY 10, 2024.**
5. **CONSIDERED AND APPROVED A LEASE CONTRACT FOR 100 GOLF CARTS FOR PAINTED DUNES GOLF COURSE FROM E-Z-GO DIVISION OF TEXTRON INC., FINANCED THROUGH PNC EQUIPMENT FINANCE, THROUGH OMNIA PARTNERS PURCHASING COOPERATIVE CONTRACT NO. R210201 IN THE ESTIMATED ANNUAL AMOUNT OF \$143,700 FOR A TERM OF UP TO FIVE YEARS.**
6. **CONSIDERED AND APPROVED A SOLE SOURCE AGREEMENT WITH CLINISYS, INC. FOR THE SOFTWARE LICENSE, SUPPORT, MAINTENANCE AND MANAGED SERVICES RELATED TO THE CLINISYS LABORATORY INFORMATION MANAGEMENT SYSTEM, PURSUANT TO SECTION 252.022(A)(7)(A) OF THE TEXAS LOCAL GOVERNMENT CODE, FOR A TERM OF ONE YEAR WITH THE OPTION FOR TWO ONE-YEAR EXTENSIONS, CONTINGENT UPON THE VENDOR**

PROVIDING ANNUAL DOCUMENTATION ATTESTING TO THEIR SOLE SOURCE STATUS, FOR A COST OF \$96,707 FOR THE FIRST YEAR, \$101,542 FOR OPTION-YEAR ONE, AND \$106,618 FOR OPTION-YEAR TWO; AND AUTHORIZED AN ADDITIONAL ANNUAL AMOUNT OF \$25,000 FOR THE PURCHASE OF ADDITIONAL CLINISYS SOFTWARE LICENSES AND SERVICES ON AN AS-NEEDED BASIS.

7. CONSIDERED AND APPROVED A SOLE SOURCE CONTRACT WITH ROMCO EQUIPMENT CO., LLC PURSUANT TO SECTION 252.022(A)(7)(A) AND (D) OF THE TEXAS LOCAL GOVERNMENT CODE, FOR GENUINE VOLVO, DOOSAN, AND BOBCAT PARTS AND SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$500,000 FOR A TERM OF FIVE YEARS, FOR A TOTAL ESTIMATED CUMULATIVE AMOUNT OF \$2,500,000 CONTINGENT UPON THE VENDOR PROVIDING ANNUAL DOCUMENTATION ATTESTING TO THEIR SOLE SOURCE STATUS.
8. CONSIDERED AND APPROVED AMENDMENT NUMBER 1 TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT AWARDED TO MICHAEL BAKER INTERNATIONAL, INC., FOR THE FORT BLISS RESILIENCY STUDY FOR WATER, WASTEWATER AND STORMWATER INFRASTRUCTURE – RFS 114-22 PROJECT TO INCREASE THE CONTRACT AMOUNT BY AN ADDITIONAL \$250,000.
9. CONSIDERED AND APPROVED A CHANGE ORDER FOR BID NO. 32-22 SECURITY GUARD SERVICES WITH UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$388,000 FOR OPTION YEAR ONE, FOR A TOTAL CUMULATIVE AMOUNT OF \$1,942,781.02 AND AUTHORIZED THE PRESIDENT/CEO OR DESIGNEE TO APPROVE A CHANGE ORDER FOR OPTION YEAR TWO OF THE CONTRACT IN THE AMOUNT OF \$388,000 FOR A TOTAL CUMULATIVE AMOUNT OF \$1,942,781.02, IF THE SECOND OPTION YEAR IS EXERCISED.
10. CONSIDERED AND APPROVED A CHANGE ORDER FOR BID NO. 80-22 LIQUID FERRIC CHLORIDE WITH KEMIRA WATER SOLUTIONS INC., FOR THE PURCHASE OF LIQUID FERRIC CHLORIDE IN THE AMOUNT OF \$366,000 FOR THE CURRENT OPTION YEAR FOR A TOTAL CUMULATIVE AMOUNT OF \$1,831,230, AND AUTHORIZED THE PRESIDENT/CEO OR DESIGNEE TO APPROVE A CHANGE ORDER FOR OPTION YEAR TWO OF THE CONTRACT IN THE AMOUNT OF \$366,000 FOR A TOTAL CUMULATIVE AMOUNT OF \$1,831,230, IF THE SECOND OPTION YEAR IS EXERCISED.
11. CONSIDERED AND APPROVED CHANGE ORDER NUMBER 2 (FINAL) FOR BID NO. 06-23, PECOS PLANNED WATER AND SEWER LINE REPLACEMENT TO TAO INDUSTRIES, INC. DBA HAWK CONSTRUCTION IN THE AMOUNT OF \$112,688.30.

REGULAR AGENDA

12. CONSIDERED AND APPROVED CHANGE ORDER NUMBER 3 FOR BID NO. 30-22, NORTHEAST AQUIFER STORAGE AND RECOVERY (ASR) ENHANCED ARROYO PHASE I WITH ZTEX CONSTRUCTION, INC. IN THE AMOUNT OF \$207,600 AND INCREASE TO CONTRACT TIME BY 6 DAYS.

Ivan Hernandez, Engineer Division Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) In June 2022, the Public Service Board awarded the construction bid to ZTEX Construction, Inc. for the Northeast Aquifer Storage and Recovery (ASR) Enhanced Arroyo Phase I. The project was put on administrative hold while clearance was obtained after the environmental impact assessment was completed. This assessment was required by the U.S. Bureau of Reclamation through the grant awarded for this project. Work resumed on March 2023 and is now nearing completion. In January of 2022 EPWater submitted a request to El Paso Electric (EPE) to provide electrical service

to the new ASR project. During design of the project, it was discovered that an existing overhead electrical transmission main was in conflict with the proposed arroyo alignment and had to be relocated. At the same time EPWater and EPE began discussions and negotiations on the need to relocate the conflicting overhead electrical transmission main. An agreement with EPE was reached in May 2022 and a non-refundable payment considered as a Contribution in Aid of Construction requested by EPE to cover the costs associated with the necessary relocation was submitted by EPWater in June of 2022. The anticipated start date for the relocation by EPE was scheduled for December 2022, however due to holidays and EPE backlog the work was postponed. EPWater frequently followed up with EPE. Ultimately, the relocation of the utility power poles and overhead transmission lines were completed by EPE in July 2023. This delay impacted the contractor's rate of performance as there was a need to modify the excavation approach related to the location of the existing utility power poles. This change order is to cover costs associated with the additional labor and equipment necessary due to this delay. The contractor's first price increase request submitted was \$597,600, however through good faith negotiations contractor and EPWater have agreed to a negotiated amount of \$207,600 or 3.3% of the contract price and adds six days to the contract time. Change orders 1 and 2 have been approved administratively which results in a cumulative contract price increase of just over 5%.

On a motion made by Ms. Saenz, seconded by Mayor Leeser, and unanimously carried, the Board approved Change Order Number 3 for Bid No. 30-22, Northeast Aquifer Storage and Recovery (ASR) Enhanced Arroyo Phase I with ZTEX Construction, Inc. in the amount of \$207,600 and increase to contract time by 6 days.

13. **CEO MONTHLY UPDATE REGARDING UTILITY MANAGEMENT AND/OR OPERATIONS:**

- **TEXAS MONTHLY – AUGUST ISSUE**
- **METERS PROJECT CORRECTING WATER LOSS INACCURACIES**
- **DISTINGUISHING THE FOUNTAINS CONSTRUCTION FROM EPWATER'S HEADQUARTERS PROJECT**
- **GRANT - SOLAR PROJECT AT THE FRED HERVEY RECLAMATION PLANT**
- **GRANT IN FINAL REVIEW – MCCOMBS WELL COLLECTOR PIPELINE – SERVING MCGREGOR RANGE**

14. **MANAGEMENT REPORT:**

- **CONSTRUCTION UPDATE**
- **NEW ADMINISTRATION BUILDING UPDATE**
- **VIDEO FROM COMMUNICATIONS**

15. **PUBLIC COMMENT: THE PSB WILL PERMIT PUBLIC COMMENT ON SUBJECTS NOT ON THE AGENDA BUT MAY NOT DELIBERATE ON THESE ITEMS IF NOT POSTED FOR DISCUSSION. THE CHAIR MAY IMPOSE REASONABLE TIME LIMITS FOR EACH SPEAKER.**

No one signed up for public comment on subjects not on the agenda.

16. **CONSIDERED AND APPROVED A CONSTRUCTION MANAGER AT-RISK CONSTRUCTION CONTRACT WITH PCL/SUNDT, A JOINT VENTURE, FOR THE ROBERTO R. BUSTAMANTE WASTEWATER TREATMENT PLANT EXPANSION AND IMPROVEMENTS PROJECT AND ACCEPTED THE GUARANTEED MAXIMUM PRICE NUMBER 1 (GMP 1) IN THE AMOUNT OF \$13,983,463.**

Juan Lopez and Shayne Piersall, PCL Construction, signed up to speak.

Geoffrey Espineli, Utility Engineer Division Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) Bustamante Plant was designed for a treatment flow capacity of 39 MGD in 1991. A study conducted in 2019 revealed that the organic treatment capacity of the plant has been reduced to 30MGD, due to increased strength of the wastewater. Further, the Texas Commission on Environmental Quality requires planning an expansion of the wastewater

treatment plant once 75% of the plant's flow capacity is exceeded for three consecutive months. In addition to the lower treatment capacity, the Bustamante Plant is also at 75% of the permitted flow capacity due to growth in east El Paso, requiring EPWater to expand the plant to an increased capacity of 51 MGD. In July 2022, the Public Service Board approved the CMAR preconstruction agreement with PCL/Sundt, a joint venture. There are 2 phases for this project. Phase 1 is the construction of the new 12MGD treatment train and the project estimate is \$585 million. Phase 2 is the rehabilitation of the existing 39MGD plant to restore 9MGD of treatment capacity to the plant and currently estimated at \$200 million. At the completion of the project the Bustamante WWTP will have gained 21MGD of treatment capacity. PCL/Sundt proposed to deliver the Phase 1 CMAR project in 4 GMPs. GMP 1 will be for early work package that includes mobilization, foundation work and early procurement of equipment. Phase 2 of the project is currently planned to be delivered in 2 GMPs.

On a motion made by Ms. Saenz, seconded by Mr. Intebi, and unanimously carried, the Board approved a Construction Manager At-Risk construction contract with PCL/Sundt, a joint venture, for the Roberto R. Bustamante Wastewater Treatment Plant Expansion and Improvements project and accept the Guaranteed Maximum Price Number 1 (GMP 1) in the amount of 13,983,463.

17. **CONSIDERED AND AWARDED BID NO. 37-24, PLANNED WATER LINE REPLACEMENT PROGRAM PH. XII-B, TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER, TAO INDUSTRIES INC. DBA HAWK CONSTRUCTION IN THE AMOUNT OF \$7,110,554.30.**

Ivan Hernandez, Engineer Division Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) The Planned Water Line Replacement Program is a multiple-phased program of replacing deteriorated water distribution cast-iron, galvanized, and other aging pipelines throughout the city since 1998. Phase XII-B of the program is located throughout central El Paso and the scope of work consists of replacing approximately 3.3 miles of existing pipeline. The scope of work will also include the replacement of approximately 300 water service connections along nine different streets & alleys, pavement restoration, and all other ancillary work necessary to complete the project.

On a motion made by Mr. Intebi, seconded by Ms. Saenz, and unanimously carried, the Board awarded Bid No. 37-24, Planned Water Line Replacement Program Ph. XII – B, to the lowest responsive, responsible bidder, Tao Industries Inc. dba Hawk Construction., in the amount of \$7,110,554.30.

18. **CONSIDERED AND AWARDED BID NO. 58-24, LIQUEFIED CHLORINE GAS TO PVS DX, INC., THE SOLE RESPONSIVE, RESPONSIBLE BIDDER, IN THE ESTIMATED ANNUAL AMOUNT OF \$4,329,875 FOR A TERM OF ONE YEAR WITH THE OPTION FOR FOUR ONE-YEAR EXTENSIONS AND AUTHORIZED THE PRESIDENT/CEO OR DESIGNEE TO APPROVE AN ANNUAL PRICE ESCALATION OF UP TO 2% OF THE ORIGINAL UNIT PRICES FOR EACH OF THE OPTION YEARS.**

Richard Wilcox, Water Supply Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) Liquefied chlorine gas is used to disinfect treated water. This chemical is used by the treatment plants as well as at numerous well sites. The previous bid was awarded in May 2022 in the estimated annual amount of \$1,977,900. Through the term of the previous bid, the unit price increased by 23%. Due to this increase staff decided to rebid this contract. This bid includes increased quantities and an allowance line item for unforeseen demand of this chemical. The new bid price is 3% higher than the current contract price.

On a motion made by Mayor Leeser, seconded by Ms. Gitter, and unanimously carried, the Board awarded Bid No. 58-24, Liquefied Chlorine Gas to PVS DX, Inc., the sole responsive, responsible bidder, in the estimated annual amount of \$4,329,875 for a term of one-year with the option for four one-year extensions and authorize the President/CEO or designee to approve an annual price escalation of up to 2% of the original unit prices for each of the option years.

19. **CONSIDERED AND RATIFIED AN EMERGENCY CONTRACT WITH MATHESON TRI-GAS, INC. FOR THE PURCHASE OF LIQUID OXYGEN IN THE AMOUNT OF \$380,877.31 PURSUANT TO SECTION 252.022(A)(2) OF THE TEXAS LOCAL GOVERNMENT CODE, AN EXEMPTION TO THE COMPETITIVE BIDDING STATUTE FOR PROCUREMENTS NECESSARY TO PRESERVE OR**

PROTECT THE PUBLIC HEALTH AND SAFETY OF EPWATER CUSTOMERS.

Richard Wilcox, Water Supply Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) Liquid oxygen is used to produce ozone to disinfect the treated water which is needed to protect the public health and safety of EPWater customers and for odor control. In April 2022, the Public Service Board (PSB) awarded Bid No. 34-22 for Liquid Oxygen to Matheson Tri-Gas, Inc. In the first option year ending in May 2024, there was an increase in the quantities of liquid oxygen used in operations and an increase in the per unit price which resulted in a need for a separate emergency contract to continue the purchase of liquid oxygen. The increase in quantities was due to the extended irrigation season in 2024 and the unit price increase is due to market conditions. Staff is in the process of rebidding this contract.

On a motion made by Mayor Leaser, seconded by Ms. Block Uribarri, and unanimously carried, the Board ratified an emergency contract with Matheson Tri-Gas, Inc. for the purchase of liquid oxygen in the amount of \$380,877.31 pursuant to Section 252.022(a)(2) of the Texas Local Government Code, an exemption to the competitive bidding statute for procurements necessary to preserve or protect the public health and safety of EPWater customers.

20. **CONSIDERED AND ACCEPTED THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING FEBRUARY 29, 2024.**

Gustavo Hurtado, Fiscal Operations Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) City of El Paso Bond Ordinance 752, as amended, requires that an annual audit of El Paso Water Utilities be performed by independent certified public accountants. The ACFR includes the Water and Wastewater Utility and the Municipal Drainage Utility.

On a motion made by Ms. Saenz, seconded by Ms. Block Uribarri, and unanimously carried, the Board accepted the El Paso Water Utilities Public Service Board Annual Comprehensive Financial Report for the Fiscal Year ending February 29, 2024.

EXECUTIVE SESSION

On a motion made by Mr. Morris, seconded by Ms. Saenz and unanimously carried, the Board retired into Executive Session 9:32 a.m., August 14, 2024, pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Section 551.071 through 551.089 to discuss the following:

Section 551.071 Consultation with Attorney
Section 551.072 Deliberation Regarding Real Property
Section 551.073 Deliberation Regarding Prospective Gift
Section 551.074 Personnel Matters
Section 551.076 Deliberations Regarding Security Devices or Security Audits
Section 551.087 Deliberation Regarding Economic Development Negotiations
Section 551.089 Deliberation Regarding Security Devices or Security Audits

Discussion and action on the following:

- a) **THE BOARD WILL DELIBERATE ON THE VALUE OF THE REAL PROPERTIES LEGALLY DESCRIBED AS ALL OF LOTS 1-8, BLOCK 73, COTTON ADDITION, AND ALL OF LOTS 1-16 AND 22-32, AND THE VACATED ALLEY WITHIN BLOCK 72, COTTON ADDITION, EL PASO, EL PASO COUNTY, TEXAS, AND CONSISTING OF APPROXIMATELY 2.6 ACRES; AND WHETHER THE SAME CAN BE SOLD TO RESCUE MISSION OF EL PASO, INC., A TEXAS NONPROFIT ORGANIZATION. (551.071) (551.072)**

On a motion made by Ms. Block Uribarri and seconded by Mayor Leaser, and unanimously carried, the Board moved that the President and CEO be authorized to forward a recommendation to City Council to sell the property identified as 210 N. Lee St. to the Rescue Mission of El Paso Inc. in the amount of \$1,475,000 and to

sign any and all documents necessary, and that any portions of the property reserved or excepted from the sale shall remain a part of the El Paso Water System.


On a motion made by Ms. Saenz, seconded by Mayor Leeser and unanimously carried, the Board reconvened in open session at 09:52 a.m., August 14, 2024.

Adjournment.

On a motion made by Ms. Saenz, seconded by Mr. Leeser and unanimously carried, the meeting adjourned at 9:52 a.m., August 14, 2024.

ATTEST:



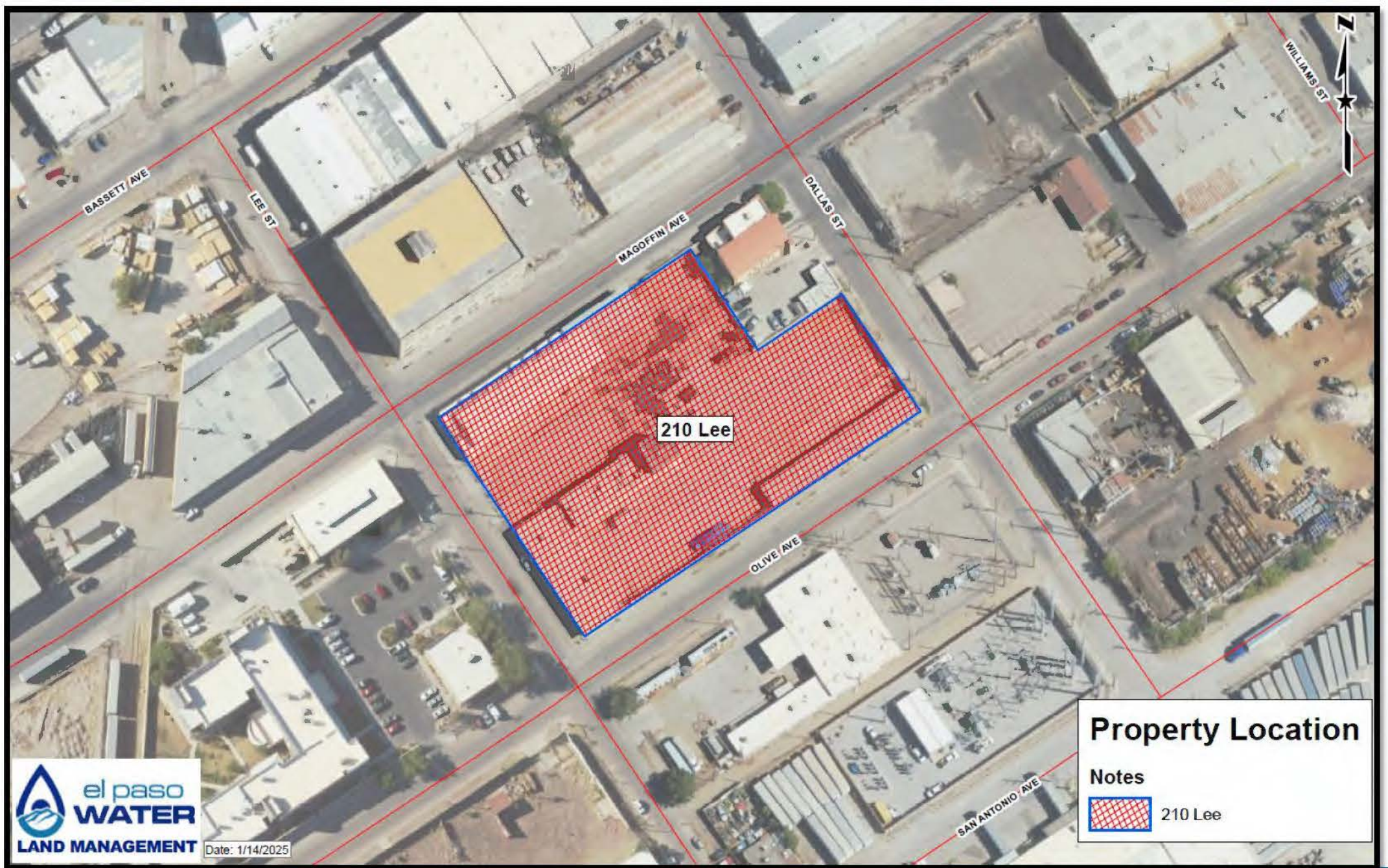
Bryan Morris, Chair

Stefani Block Uribarri, Secretary-Treasurer



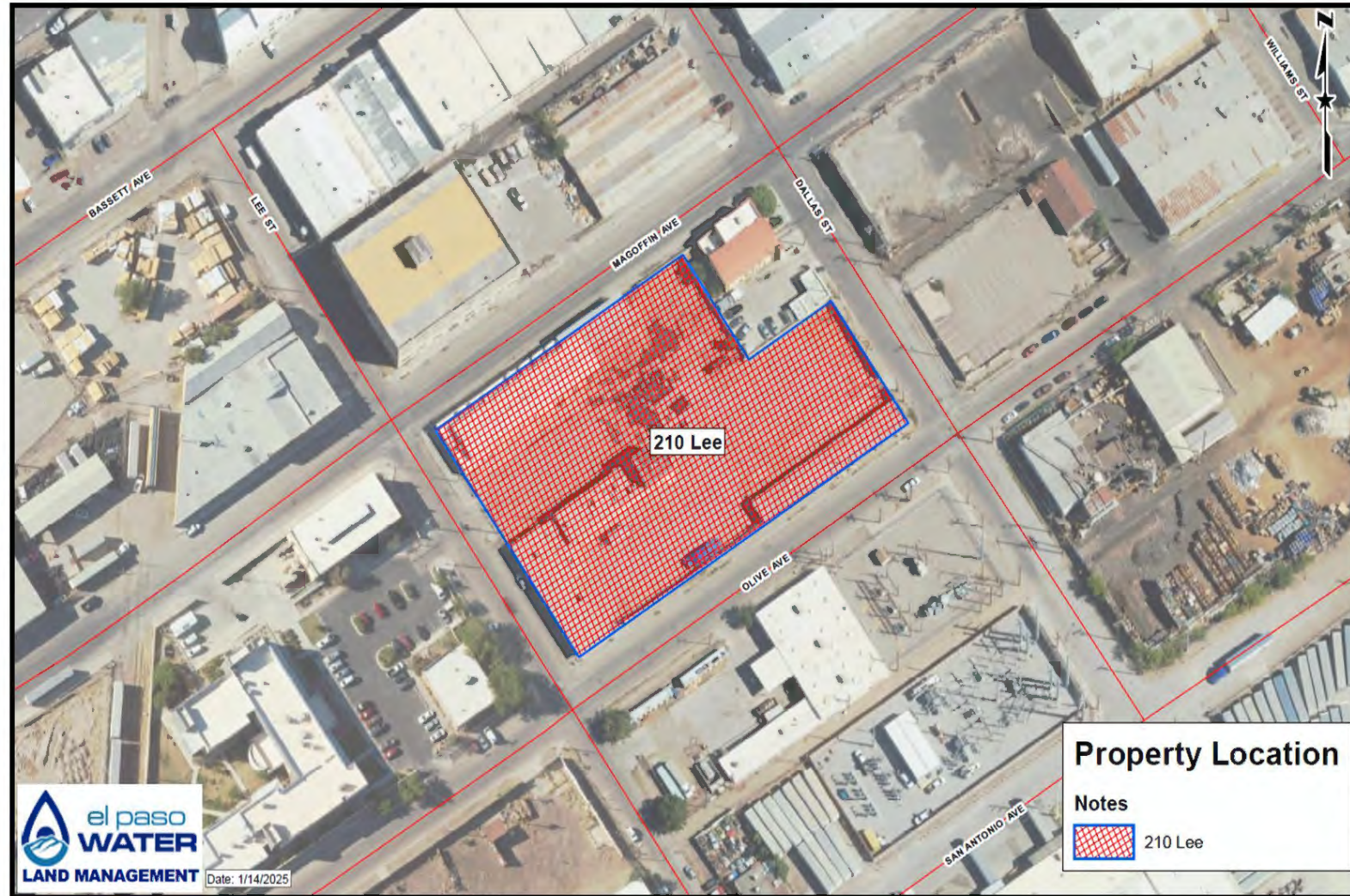
An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 2.112 acres of land legally described as Lots 1-16 and 21-32, and vacated alley, Block 72, Cotton Addition, El Paso, El Paso County, Texas

February/March 2025



Sale of Real Property – 210 Lee

- El Paso Rescue Mission
- \$1,475,000





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-210, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Extraterritorial Jurisdiction

El Paso Water, Alex Vidales, (915) 594-5636

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 20,948 acres of land, legally described as property consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, also known as The Wildhorse Ranch, Culberson County, Texas.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

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

DEPARTMENT HEAD: _____

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____, 2025.


CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____

SPECIAL WARRANTY DEED

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

Effective Date: _____, 2025

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

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

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

Property (including any improvements):

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

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

Save and except:

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

Exceptions to Conveyance and Warranty:

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

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

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

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

(Signature page and exhibits follow.)

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

GRANTOR:

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

By:

Name: Dionne Mack

Title: City Manager

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

This instrument was acknowledged before me on the__day of_____, 2025,
by Dionne Mack, City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

EXHIBIT A
Legal Description of Property

SURVEY 1
FIELD NOTES
WEST PART OF WILD HORSE VALLEY FARM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Containing 18,890.82 acres of land more or less.

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

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

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

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

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

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

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

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

THENCE continuing with said Wild Horse Draw meanders as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Containing 2,057.14 acres of land more or less.

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

Wild Horse Farm

EXHIBIT A

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

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

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

All of SECTION 1, Block 65, Township 8, T&P RR Co. Survey, containing 619.31 acres, SAVE AND EXCEPT 64.04 acres off the East side. A metes and bounds description is as follows:

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

THENCE South along the East line of SECTION 1, Township 8, Block 65, 1050 varas to a point for the Southeast corner of this tract; and the Southeast corner of said SECTION 1;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE East 3126.5 feet parallel to the North line of SECTION 4 to the Northeast corner of this tract with the Northeast corner lying on the West line of SECTION 19, Block 63, Public School Land;

THENCE South approximately 1845.56 feet along the East line of SECTION 6 and the West line of SECTION 19 to the point of intersection by the North boundary line of F.M. Road No. 2103 right-of-way for the Southeast corner of this tract;

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

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

A tract of land out of SECTION 29, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 29, S.E. 19, S.W. 20, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large stone mound, the original Northeast corner of SECTION 37 in said Block and Township bears East 9552.32 varas and South 3814.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29, and 30, Block 65, Township 8, T&P RR Co. Survey, Culberson County, Texas, and the Northwest corner of this tract;

THENCE South along the East line of SECTION 30, at 494.50 varas pass the South line of the North Half of the North Half (N/2 N/2) SECTION 29, 618.45 varas in all to a point in an east-west fence line for the Southwest corner of this tract;

THENCE East along said fence line 1304.33 varas to a point in the West right-of-way line of F.M. Highway No. 2103 for the Southeast corner of this tract;

THENCE North along the West right-of-way line of F.M. Highway No. 2103, 1.7 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeasterly along the West right-of-way line of F.M. Highway No. 2103 and along the arc of a 3 degree 52' curve to the right, radius 333.76 varas, the chord of which bears North 21 degrees 37' East 408.3 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE North 44 degrees 30' East along the West right-of-way line of F.M. Highway No. 2103, 129.2 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeasterly along the arc of a 3 degree 52' curve to the right, radius 333.76 varas, the chord of which bears North 58 degrees 13' East 239.0 varas to a point in the intersection of the West right-of-way line of F.M. Highway No. 2103 and the North line of SECTION 19 for the Northeast corner of this tract;

THENCE West along the North line of SECTION 29, 1768.38 varas to the PLACE OF BEGINNING, containing 136.39 acres of land.

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

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

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

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

line of SECTION 18, Block 63, Township 8 for the Northwest corner of this tract;

THENCE East along the South line of said SECTION 18, 1637.48 varas to a 1-1/4" galvanized iron pipe marked S.W. 17, S.E. 18, N.E. 19, N.W. 20, Block 63, Township 8 for the common corner of SECTIONS 17, 18, 19 and 20 and the Northeast corner of this tract;

THENCE South along the East line of SECTION 19, 1978.0 varas to the PLACE OF BEGINNING, containing 630.49 acres of land.

A tract of land out of SECTION 20, Block 63, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at the Northeast corner of Survey No. 30, Block 63, Township 8, T&P RR Co. Survey for the Northeast corner of this tract;

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

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

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

THENCE East 1839 varas with the North line of said Survey No. 30, to the PLACE OF BEGINNING, containing 108 acres of land, more or less.

A tract of land out of SECTION 7, Block 63, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 3, S.E. 6, N.W. 8, N.E. 7, Block 63, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 17, Block 63, Township 8 bears East 9352.32 varas and South 9490.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 3, 6, 7 and 8, Block 63, Township 8, T&P RR Co. Survey, Culberson County, Texas, and the Northeast corner of this tract;

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

THENCE South 14 degrees 10' West along the East right-of-way line of said Highway No. 54, 1946.1 varas to a 3/4" iron pipe in the North line of SECTION 18 for the Southwest corner of this tract;

THENCE East along the North line of SECTION 18, 1028.78 varas to a 1-1/4" iron pipe marked S.W. 6, S.E. 7, N.W. 17, N.E. 18, Block 63, Township 8, for the common corner of SECTIONS 7, 8, 17 and 18, and the Southeast corner of this tract;

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

The North Half (N/2) of that portion of SECTION 18, Block 63, Township 8, T&P RR Co. Survey lying East of State Highway 54, containing approximately 312.50 acres, more or less, and being Tract 2 in deed from Perkins and Co., Inc. to William Kimple, dated May 14, 1963, recorded in Volume 71, Page 340, Deed Records of Culberson County, Texas.

The South Half (S/2) SECTION 18, Block 63, Township 8, T&P RR Co. Survey, containing about 339.45 acres, more or less, and more specifically described as follows:

BEGINNING at the Southwest corner of SECTION 18;

THENCE West along the South line of SECTION 18, 1637.48 varas to the East line of the right-of-way of State Highway No. 54;

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

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

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

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

SAVE AND EXCEPT:

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

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

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

PART I:

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

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

BEGINNING at the Northwest corner of the Southwest quarter of said SECTION 7, which point is in the West line of said SECTION 7, and is 950.4 varas South of the Northwest Corner of said SECTION 7;

THENCE East 956.4 varas;

THENCE South 475.2 varas;

THENCE West 356.4 varas to the West line of said SECTION 7;

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

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

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

PART II:

Tract One:

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

BEGINNING at the NE corner of this tract, in the North line of Survey No. 6, No. 63, P.S.L., from which the NE corner of said Survey No. 6 bears East 101.0 varas; the SE corner of Block 63, the SW corner of Block 64, Township 7, and the NE corner of Block 63, Township 8, T&P RR Co. Surveys, bears North 916 varas and West 2,943 varas.

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

THENCE along the bed of Wild Horse Creek, with its meanders: -S 44 degrees 20' W 72.7 varas; S 1-degree 28' W 94.1 varas; S 51 degrees 20' W 69.3 varas; S 15 degrees 08' W 30.2 varas; S 8 degrees 28' E 67.3 varas; S 83 degrees 02' W 23.4 varas; N 49 degrees 49' W 38.3 varas; S 57 degrees 35' W 99.0 varas; S 30 degrees 33' E 111.4 varas; S 42 degrees 23' W 36.0 varas; S 61 degrees 34' W 18.3 varas; S 3 degrees 14' E 89.8 varas; S 24 degrees 02' W 76.0 varas; S 36 degrees 25' E 98.1 varas; S 57 degrees 33' W 45.0 varas; N 75 degrees 00' W 54.0 varas; S 56 degrees 16' W 78.8 varas; N 68 degrees 41' W 64.8 varas; S 27 degrees 51' W 36.3 varas; S 6 degrees 23' W 36.8 varas; N 86 degrees 54' W 21.6 varas; N 51 degrees 23' W 31.8 varas; S 71 degrees 16' W 112.1 varas; S 30 degrees 17' W 37.6 varas; to a corner of this tract in the West line of the NE 1/4 of said Survey No. 6;

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

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

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

Tract Two:

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

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

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

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

THENCE N 40 degrees 08' W along the center of Wild Horse Creek, 81.1 varas;

THENCE N 75 degrees 33' W along the center of Wild Horse Creek, 55.8 varas;

THENCE S 48 degrees 35' W along the center of Wild Horse Creek, 60.1 varas;

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

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

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

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

THENCE East 416.7 varas to the PLACE OF BEGINNING; and

Tract Three:

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

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

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

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

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

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

THENCE S 36 degrees 50' E along the center of Wild Horse Creek 121.1 varas;

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

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

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

Tract Four:

A tract of 26.42 acres of land out of the E/2 of Survey No. 6, Block 43, Public School Land, described by metes and bounds as follows:

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

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

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

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

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

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

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

Tract Five:

BEGINNING at the Southeast corner of SECTION 6;

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

THENCE along the bed of Wild Horse Creek the following courses and distances: North 28 degrees 13' West 6.5 varas; North 71 degrees 12' West 61.4 varas; North 41 degrees 04' West 225 varas; North 55 degrees 23' West 59.7 varas; North 41 degrees 28' West 140.9 varas; North 80 degrees 55' West 105.8 varas; North 23 degrees 38' West 152.5 varas; North 6 degrees 12' West 127.6 varas; North 38 degrees 48' East 39.9 varas; South 51 degrees 40' East 76.2 varas; North 51 degrees 38' East 28.0 varas; North 27 degrees 45' West 60.4 varas;

THENCE East 1,172.2 varas;

THENCE South 147 varas;

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

Tract Five:

BEGINNING at the Northeast corner of SECTION 7, Block 63, Public School Land, for the Northwest corner of this tract, from which the Southwest corner of Block No. 64, the Southeast corner of Block No. 63, TSP No. 8, T&P RR Co. Survey, bears North 1,018 varas and West 3,044 varas;

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

THENCE along the bed of Wild Horse Creek the following courses and distances: South 28 degrees 15' East 97.2 varas; South 71 degrees 28' East 102.2 varas; South 32 degrees 03' East 172.0 varas; South 61 degrees 40' West 90.0 varas; South 21 degrees 49' East 106.2 varas; South 50 degrees 05' East 103.7 varas; South 40 degrees 55' East 96.0 varas; South 7 degrees 06' West 109.0 varas; South 33 degrees 37' East 163.7 varas; South 70 degrees 30' East 126.2 varas; South 2 degrees 50' East 19.1 varas;

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

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

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Exhibit B
Exceptions to Title

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

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

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
- a. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
 - b. ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from Sections 25, 29, 35 and 37, Blk 65, Township 7, T&P RR Co. Survey, and Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23 and 29, Block 65, Township 8, T&P RR Co. Survey, herein described, together with all rights relating thereto, express or implied, reserved unto the Grantors in Deed from George C. Fraser et al, Trustees for the Texas Pacific Land Trust, to Perkins & Co., Inc., dated September 20, 1960, recorded Volume 66, Page 359, Deed Records, said reserved minerals further covered by Mineral Deed from George C. Fraser et al, Trustees, to TXL Oil Corporation, datd December 10, 1954, recorded Volume 5, Page 254, Oil & Gas Records of Culberson County.
 - c. ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from the following described land, together with all rights relating thereto, express or implied, reserved unto the State of Texas in Patents recorded as follows: Block 63, Section 6, recorded in Volume 4, Section 108, Block 63, Section 7, recorded in Volume 4, Page 109, Block 63, Section 8, recorded in Volume 4, Page 112, Block 63, Section 17, recorded in Volume 4, Page 114, Block 63, Section 18, recorded in Volume 4, Page 115, and Block 77, Section 6, recorded in Volume 4, Page 520, all in Patent Records, Culberson County, Texas;
 - d. ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from the following dscribed land, together with all rights relating thereto, express or implied, reserved unto the STATE OF TEXAS in Patents recorded as follows: Block 65-7, Section 28, recorded in Volume 4, Page 515, Block 65-7, Section 30, recorded in Volume 4, Page 516, Block 65-7, Section 36, recorded in Volume 4, Page 516, Block 65-8, Section 2, recorded in Volume 4, Page 503, Block 65-8, Section 4, recorded in Volume 4, Page 504, Block 65-8, Section 8, recorded in Volume 4, Page 504, Block 65-8, Section 10, recorded in Volume 4, Page 505, Block 65-8, Section 14, recorded in Volume 4, Page 506, Block 65-8, Section 16, recorded in Volume 4, Page 507, Block 65-8, Section 20, recorded in Volume 4, Page 508, Block 65-8, Section 22, recorded in Volume 4, Page 509, Block 65-8, Section 24, recorded in Volume 4, Page 509, all in Patent Records, Culberson County, Texas;
 - e. Undivided one-half interest in and to all oil, gas and other minerals in, on, under or that may be produced from Sections 18 and 30, Block 65, Township 8, T&P RR Co. Survey, herein described together with all rights relating thereto, express or implied, reserved unto the grantor predecessor in title in Deed from R.B. Durrill et ux Ila Durrill to Perkins & Co., Inc., dated July 20, 1960, recorded in Volume 64, Page 472, Deed Records, Culberson County, Texas.
 - f. RIGHT-OF-WAY EASEMENT from Geoge C. Fraser (formerly George C. Fraser, Jr.), George L. Burr, and David H. McAlpin to State of Texas, dated February 3, 1942, recorded Volume 46, Page 460, Deed Records, Culberson County, Texas; (Block 65-8, Sections 7)

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

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

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

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

PURCHASE AND SALE AGREEMENT

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

RECITALS

WHEREAS, the Seller owns the property described below; and

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to, claims of damage to persons or Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Default.

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

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

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

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

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

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

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

10. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures Begin on the Following Page]

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

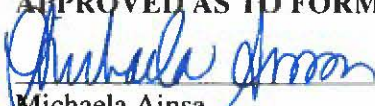
SELLER:

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

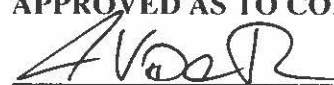
By: 
John E. Balliew, P.E.
President/CEO

Executed on: Oct. 15, 2024

APPROVED AS TO FORM:


Michaela Ainsa
Senior Assistant General Counsel


APPROVED AS TO CONTENT:


Alex Vidales
Utility Land and Water Rights Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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



Notary Public, State of Texas

My Commission Expires:

8-16-2028



[Signatures Continue on the Following Page]

BUYER:

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

Oliver Olin Wooten 10-15-24

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

Executed on: 10-15-24

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF EL PASO §

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

Karen R. H. Georgia
Notary Public, State of Texas

My Commission Expires:

4/2/2025

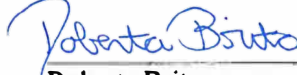


This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the ____ day of _____, 2025, which shall be the *Approval Date* for the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

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

By: _____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

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

TITLE COMPANY:

By: Janeth Caon
Its: SVP, Commercial Escrow
Manager

EXHIBIT A
Legal Description of Property

SURVEY 1
FIELD NOTES
WEST PART OF WILD HORSE VALLEY FARM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Containing 18,890.82 acres of land more or less.

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

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

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

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

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

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

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

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

THENCE continuing with said Wild Horse Draw meanders as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Containing 2,057.14 acres of land more or less.

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

Wild Horse Farm

EXHIBIT A

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

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

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

All of SECTION 1, Block 65, Township 8, T&P RR Co. Survey, containing 619.31 acres, SAVE AND EXCEPT 64.04 acres off the East side. A metes and bounds description is as follows:

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

THENCE South along the East line of SECTION 1, Township 8, Block 65, 1050 varas to a point for the Southeast corner of this tract; and the Southeast corner of said SECTION 1;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE East 3126.5 feet parallel to the North line of SECTION 4 to the Northeast corner of this tract with the Northeast corner lying on the West line of SECTION 19, Block 63, Public School Land;

THENCE South approximately 1845.56 feet along the East line of SECTION 6 and the West line of SECTION 19 to the point of intersection by the North boundary line of F.M. Road No. 2103 right-of-way for the Southeast corner of this tract;

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

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

A tract of land out of SECTION 29, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 29, S.E. 19, S.W. 20, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large stone mound, the original Northeast corner of SECTION 37 in said Block and Township bears East 9552.32 varas and South 3814.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29, and 30, Block 65, Township 8, T&P RR Co. Survey, Culberson County, Texas, and the Northwest corner of this tract;

THENCE South along the East line of SECTION 30, at 494.50 varas pass the South line of the North Half of the North Half (N/2 N/2) SECTION 29, 618.45 varas in all to a point in an east-west fence line for the Southwest corner of this tract;

THENCE East along said fence line 1304.33 varas to a point in the West right-of-way line of F.M. Highway No. 2103 for the Southeast corner of this tract;

THENCE North along the West right-of-way line of F.M. Highway No. 2103, 1.7 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeast along the West right-of-way line of F.M. Highway No. 2103 and along the arc of a 3 degree 52' curve to the right, radius 333.76 varas, the chord of which bears North 21 degrees 37' East 408.3 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE North 44 degrees 30' East along the West right-of-way line of F.M. Highway No. 2103, 129.2 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeast along the arc of a 3 degree 52' curve to the right, radius 333.76 varas, the chord of which bears North 58 degrees 13' East 239.0 varas to a point in the intersection of the West right-of-way line of F.M. Highway No. 2103 and the North line of SECTION 19 for the Northeast corner of this tract;

THENCE West along the North line of SECTION 29, 1768.38 varas to the PLACE OF BEGINNING, containing 136.39 acres of land.

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

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

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

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

line of SECTION 18, Block 63, Township 8 for the Northwest corner of this tract;

THENCE East along the South line of said SECTION 18, 1637.48 varas to a 1-1/4" galvanized iron pipe marked S.W. 17, S.E. 18, N.E. 19, N.W. 20, Block 63, Township 8 for the common corner of SECTIONS 17, 18, 19 and 20 and the Northeast corner of this tract;

THENCE South along the East line of SECTION 19, 1978.0 varas to the PLACE OF BEGINNING, containing 630.49 acres of land.

A tract of land out of SECTION 20, Block 63, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at the Northeast corner of Survey No. 30, Block 63, Township 8, T&P RR Co. Survey for the Northeast corner of this tract;

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

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

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

THENCE East 1839 varas with the North line of said Survey No. 30, to the PLACE OF BEGINNING, containing 108 acres of land, more or less.

A tract of land out of SECTION 7, Block 63, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 3, S.E. 6, N.W. 8, N.E. 7, Block 63, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 17, Block 63, Township 8 bears East 9352.32 varas and South 9490.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 3, 6, 7 and 8, Block 63, Township 8, T&P RR Co. Survey, Culberson County, Texas, and the Northeast corner of this tract;

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

THENCE South 14 degrees 10' West along the East right-of-way line of said Highway No. 54, 1946.1 varas to a 3/4" iron pipe in the North line of SECTION 18 for the Southwest corner of this tract;

THENCE East along the North line of SECTION 18, 1028.78 varas to a 1-1/4" iron pipe marked S.W. 6, S.E. 7, N.W. 17, N.E. 18, Block 63, Township 8, for the common corner of SECTIONS 7, 8, 17 and 18, and the Southeast corner of this tract;

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

The North Half (N/2) of that portion of SECTION 18, Block 63, Township 8, T&P RR Co. Survey lying East of State Highway 54, containing approximately 312.50 acres, more or less, and being Tract 2 in deed from Perkins and Co., Inc. to William Kimple, dated May 14, 1963, recorded in Volume 71, Page 340, Deed Records of Culberson County, Texas.

The South Half (S/2) SECTION 18, Block 63, Township 8, T&P RR Co. Survey, containing about 339.45 acres, more or less, and more specifically described as follows:

BEGINNING at the Southwest corner of SECTION 18;

THENCE West along the South line of SECTION 18, 1637.48 varas to the East line of the right-of-way of State Highway No. 54;

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

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

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

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

SAVE AND EXCEPT:

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

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

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

PART I:

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

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

BEGINNING at the Northwest corner of the Southwest quarter of said SECTION 7, which point is in the West line of said SECTION 7, and is 950.4 varas South of the Northwest Corner of said SECTION 7;

THENCE East 956.4 varas;

THENCE South 475.2 varas;

THENCE West 356.4 varas to the West line of said SECTION 7;

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

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

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

PART II:

Tract One:

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

BEGINNING at the NE corner of this tract, in the North line of Survey No. 6, No. 63, P.S.L., from which the NE corner of said Survey No. 6 bears East 101.0 varas; the SE corner of Block 63, the SW corner of Block 64, Township 7, and the NE corner of Block 63, Township 8, T&P RR Co. Surveys, bears North 916 varas and West 2,943 varas.

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

THENCE along the bed of Wild Horse Creek, with its meanders: -S 44 degrees 20' W 72.7 varas; S 1-degree 28' W 94.1 varas; S 51 degrees 20' W 69.3 varas; S 15 degrees 08' W 30.2 varas; S 8 degrees 28' E 67.3 varas; S 83 degrees 02' W 23.4 varas; N 49 degrees 49' W 38.3 varas; S 57 degrees 35' W 99.0 varas; S 30 degrees 33' E 111.4 varas; S 42 degrees 23' W 36.0 varas; S 61 degrees 34' W 18.3 varas; S 3 degrees 14' E 89.8 varas; S 24 degrees 02' W 76.0 varas; S 36 degrees 25' E 98.1 varas; S 57 degrees 33' W 45.0 varas; N 75 degrees 00' W 54.0 varas; S 56 degrees 16' W 78.8 varas; N 68 degrees 41' W 64.8 varas; S 27 degrees 51' W 36.3 varas; S 6 degrees 23' W 36.8 varas; N 86 degrees 54' W 21.6 varas; N 51 degrees 23' W 31.8 varas; S 71 degrees 16' W 112.1 varas; S 30 degrees 17' W 37.6 varas; to a corner of this tract in the West line of the NE 1/4 of said Survey No. 6;

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

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

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

Tract Two:

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

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

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

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

THENCE N 40 degrees 08' W along the center of Wild Horse Creek, 81.1 varas;

THENCE N 75 degrees 33' W along the center of Wild Horse Creek, 55.8 varas;

THENCE S 48 degrees 35' W along the center of Wild Horse Creek, 60.1 varas;

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

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

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

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

THENCE East 416.7 varas to the PLACE OF BEGINNING; and

Tract Three:

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

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

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

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

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

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

THENCE S 36 degrees 50' E along the center of Wild Horse Creek 121.1 varas;

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

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

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

Tract Four:

A tract of 26.42 acres of land out of the E/2 of Survey No. 6, Block 43, Public School Land, described by metes and bounds as follows:

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

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

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

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

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

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

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

Tract Five:

BEGINNING at the Southeast corner of SECTION 6;

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

THENCE along the bed of Wild Horse Creek the following courses and distances: North 28 degrees 13' West 6.5 varas; North 71 degrees 12' West 61.4 varas; North 41 degrees 04' West 225 varas; North 85 degrees 23' West 59.7 varas; North 41 degrees 28' West 140.9 varas; North 80 degrees 55' West 105.8 varas; North 23 degrees 38' West 152.5 varas; North 4 degrees 12' West 127.6 varas; North 38 degrees 48' East 39.9 varas; South 51 degrees 40' East 76.2 varas; North 51 degrees 38' East 28.0 varas; North 27 degrees 45' West 60.4 varas;

THENCE East 1,172.2 varas;

THENCE South 147 varas;

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

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beginning at the northeast corner of SECTION 7, block 32, public school land, for the northwest corner of this tract, from which the southwest corner of block No. 64, the southeast corner of block No. 65, 187 No. 6, T4P R4 Co. Survey, bears North 2,818 yards and West 3,846 yards;

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

THENCE along the bed of Wild Horse Creek the following courses and distances: South 28 degrees 15' East 97.2 yards; South 71 degrees 25' East 102.3 yards; South 22 degrees 03' East 122.0 yards; South 61 degrees 40' East 80.0 yards; South 21 degrees 49' East 106.2 yards; South 50 degrees 05' East 103.7 yards; South 40 degrees 55' East 66.8 yards; South 7 degrees 05' East 109.0 yards; South 23 degrees 27' East 163.2 yards; South 70 degrees 30' East 126.2 yards; South 2 degrees 50' East 19.1 yards;

THENCE East 301.5 yards to the East line of SECTION 7;

THENCE North along the East line of SECTION 7, 863.5 yards to the PLACE OF BEGINNING. The two tracts, Five and Six, containing a total of 189.5 acres, more or less.

Test Sign:

EXHIBIT B

SPECIAL WARRANTY DEED

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

Effective Date: _____, 2025

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

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

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

Property (including any improvements):

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

Exceptions to Conveyance and Warranty:

(Subject to Updated Title Commitment Schedule B and C)

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

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

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

(Signature page and exhibits follow.)

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

GRANTOR:

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

By: _____
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

NOTARY PUBLIC, State of Texas

Exhibit A-1

EXHIBIT A
Legal Description of Property

SURVEY 1
FIELD NOTES
WEST PART OF WILD HORSE VALLEY FARM

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

BEGINNING at a 1/2 inch rod in a large stone mound recovered at the Southwest corner of Section 20 and the Northwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, Culberson County, Texas, identified as set by R.W. Baker in 1959, for the Northernmost Northwest corner of this survey, whence a 3/8 inch iron pipe in a stone mound bears S 89° 32' 53" W 18.49 feet, and a 1 1/4 inch GIP marked "SW20, NW25, B65, T7, T. & P., 1959 E.L. PSL B122, 1959" in a large stone mound recovered at the Southeast corner of Section 8 and the Northwest corner of Section 9, Block 122, Public School Land Survey, Culberson County, Texas, identified by R.W. Baker as a corner set by A.H. Parker in his original survey of said Block 122, in October, 1900, bears N 0° 00' 30" W 103.84 feet, a brass cap in concrete marked "SE36, NE37 Block 65 T. T. & P. R.R. Company Survey, KRA-139, 1939" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas, bears S 12° 47' 50" E 49,256.57 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE S 89° 55' 30" E 5,236.70 to a 1 1/4 inch G.I.P. marked "SE12, NE13, B65, T8, T&P, WL B77, PSL, 1959," in a stone mound at a fence corner, as set by R.W. Baker in 1959, the common corner of said Sections 13 and 12 of said Block 65, Township 8, on the West line of said Block 77, for a corner of this survey;

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

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

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

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

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

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

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

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

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

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

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

THENCE N 89° 58' 52" W along the North right of way line of said F.M. Highway 2185 at 2,221.21 feet pass the common line of said Section 6, Block 77, and Section 24, Block 65, Township 8, from whence a calculated point for the Southeast corner of Section 24 and the Northeast corner of Section 25, Block 65, T8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 62.65 feet, a brass cap in concrete marked "SE36, NE37, B65, T8, T. & P. R.R. Company Survey, KRA 139, 1931" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 10,594.71 feet, in all 7,291.40 feet to a concrete right of way marker on said right of way line for a corner of this survey;

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

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

THENCE along the North right of way line of F.M. Highway 2185, a curve to the left with a Delta of 45° 32' 14", a Radius of 1,484.34 feet, an Arc Length of 1,179.72 feet and a Long Chord with a bearing of S 66° 36' 44" W and a distance of 1,148.91 feet, to a concrete right of way marker on the P.T. of a curve for a corner of this survey;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Containing 18,890.82 acres of land more or less.

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

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

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

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

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

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

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

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

THENCE continuing with said Wild Horse Draw meanders as follows:

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

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

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

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

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

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

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

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

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

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

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

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

N 05° 20' 39" W 804.62 feet to a point;
N 61° 35' 11" E 117.90 feet to a point;
N 39° 10' 27" E 178.60 feet to a point;
N 8° 31' 59" E 199.50 feet to a point;
N 26° 47' 24" W 154.60 feet to a point;
N 40° 12' 51" W 217.30 feet to a point;
N 58° 40' 43" W 614.60 feet to a point;
N 39° 49' 17" W 310.12 feet to a point;
N 68° 15' 40" W 698.10 feet to a point;
N 67° 14' 41" W 187.60 feet to a point;
N 62° 09' 10" W 195.60 feet to a point;

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

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

Containing 2,057.14 acres of land more or less.

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

Wild Horse Farm

EXHIBIT A

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

All of SECTION 29, 30, 31, 32, 33, 34 and 37, Block 63, Township 7, T&P 22 Co. Survey;

All of SECTIONS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, all in Block 63, Township 8, T&P 22 Co. Survey;

All of SECTION 1, Block 63, Township 8, T&P 22 Co. Survey, containing 616.38 acres, HAVE AND EXCEPT 64.64 acres off the East side. A notice and bounds description is as follows:

BEGINNING at the Northwest corner of SECTION 4, Block 77, Public School Land, and the Northeast corner of SECTION 1, Township 8, Block 63;

THENCE South along the East line of SECTION 1, Township 8, Block 63, 1936 yards to a point for the Southeast corner of this tract; and the Southeast corner of said SECTION 1;

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

THENCE North parallel with the East line of SECTION 1 a distance of 233 yards to a point;

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

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

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

All of SECTION 11, Block 63, Township 8, T&P 22 Co. Survey, HAVE AND EXCEPT forty (40) acres out of the Southeast corner of said Section described as follows, to-wit:

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

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

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

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

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

Said SECTION 11 containing 503 acres, more or less, excluding said 40 acres.

The South 200 acres, more or less, of SECTION 4, Block 77, Public School Land Survey, Culberson County, Texas, described as follows, to-wit:

BEGINNING at the Northeast corner of SECTION 24, Township 8, Block 63, T&P 22 Co. Survey, for the Southeast corner of this tract;

THENCE North 1645.96 feet with the East line of SECTION 24, to the Northwest corner of this tract;

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

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

THENCE Southwesterly around curve to the right, 1621.3 feet to the end of said curve, the long chord of which is 1289.37 feet, South 45 degrees West;

THENCE West 2222.9 feet with said right-of-way to the beginning of this tract which is the Northeast corner of SECTION 23, Township 8, Block 55, T&P RR Co. Survey, Garberson County, Texas.

A tract of land out of SECTION 19, Block 55, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 29, S.E. 19, S.W. 30, N.E. 30, Block 55, Township 8, from which a brass cap in concrete and a large stone mound, the original Northeast corner of SECTION 37 in said Block and Township bears East 9153.32 varas and South 2616.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29, and 30, Block 55, Township 8, T&P RR Co. Survey, Garberson County, Texas, and the Northeast corner of this tract;

THENCE South along the East line of SECTION 30, at 404.50 varas pass the South line of the North Half of the North Half (N/2 N/2) SECTION 29, 811.45 varas in all to a point in an east-west fence line for the Southeast corner of this tract;

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

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

THENCE Northeasterly along the West right-of-way line of F.M. Highway No. 3165 and along the arc of a 3 degree 52' curve to the right, radius 533.76 varas, the chord of which bears North 31 degrees 57' East 406.3 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE North 45 degrees 30' East along the West right-of-way line of F.M. Highway No. 3165, 129.2 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeasterly along the arc of a 3 degree 52' curve to the right, radius 533.76 varas, the chord of which bears North 30 degrees 13' East 339.0 varas to a point in the intersection of the West right-of-way line of F.M. Highway No. 3165 and the North line of SECTION 20 for the Northeast corner of this tract;

THENCE West along the North line of SECTION 29, 1766.26 varas to the PLACE OF BEGINNING, containing 130.79 acres of land.

A tract of land out of SECTION 19, Block 55, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 20, S.E. 19, S.W. 30, N.E. 30, Block 55, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 37, Block 55, Township 8, bears East 9153.32 varas and

South 2616.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29 and 30, Block 55, Township 8, T&P RR Co. Survey,

THENCE North along the West line of SECTION 19, Block 55, Township 8, 1644.1 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 34 for a corner of this tract;

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

line of SECTION 10, Block 65, Township 0 for the Northwest corner of this tract;

THENCE East along the South line of said SECTION 10, 1637.48 varas to a 1-1/4" galvanized iron pipe marked S.W. 17, S.E. 18, N.E. 19, S.W. 20, Block 65, Township 0 for the common corner of SECTIONS 17, 18, 19 and 20 and the Northeast corner of this tract;

THENCE South along the East line of SECTION 10, 1978.0 varas to the PLACE OF BEGINNING, containing 658.49 acres of land.

A tract of land out of SECTION 30, Block 65, Township 0, T&P 88 Co. Survey, described as follows, to-wit:

BEGINNING at the Northeast corner of Survey No. 30, Block 65, Township 0, T&P 88 Co. Survey for the Northeast corner of this tract;

THENCE South 607.7 varas with the East line of said Survey No. 30, the Northeast corner of the South part in said line of the Southeast corner of this Survey;

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

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

THENCE East 1039 varas with the North line of said Survey No. 30, to the PLACE OF BEGINNING, containing 100 acres of land, more or less.

A tract of land out of SECTION 7, Block 65, Township 0, T&P 88 Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 3, S.E. 6, N.W. 9, N.E. 7, Block 65, Township 0, from which a brass cap in concrete and a large old stone mound, the original Northwest corner of SECTION 7, Block 65, Township 0 bears East 953.32 varas and South 7500.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 3, 6, 7 and 9, Block 65, Township 0, T&P 88 Co. Survey, Culberson County, Texas, and the Northeast corner of this tract;

THENCE West along the North line of SECTION 7, 553.00 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 34 for the Northwest corner of this tract;

THENCE South 14 degrees 10' West along the East right-of-way line of said Highway No. 34, 1744.1 varas to a 3/4" iron pipe in the North line of SECTION 10 for the Southwest corner of this tract;

THENCE East along the North line of SECTION 10, 1638.78 varas to a 1-1/4" iron pipe marked S.W. 6, S.E. 9, N.W. 17, N.E. 18, Block 65, Township 0, for the common corner of SECTIONS 7, 8, 17 and 18, and the Southeast corner of this tract;

THENCE North along the East line of SECTION 7, 1009.0 varas to the PLACE OF BEGINNING, containing 240.14 acres of land.

The North Half (1/2) of that portion of SECTION 10, Block 65, Township 0, T&P 88 Co. Survey lying East of State Highway 34, containing approximately 311.50 acres, more or less, and being Tract 8 in deed from Perkins and Co., Inc. to William Rimple, dated May 14, 1963, recorded in Volume 71, Page 340, Deed Records of Culberson County, Texas.

The South Half (1/2) SECTION 10, Block 65, Township 0, T&P 88 Co. Survey, containing about 279.48 acres, more or less, and more specifically described as follows:

BEGINNING at the Southeast corner of SECTION 10;

THENCE West along the South line of SECTION 10, 1637.48 varas to the East line of the right-of-way of State Highway No. 34;

THENCE Northeastly along the said right-of-way a point about 1006.3
varas due North in a perpendicular line from the South line of
SECTION 16;

THENCE East to the East line of SECTION 16 at a point about 1006.3
varas North of the Southeast corner of SECTION 16;

THENCE South about 1006.6 varas along the East line of SECTION 16 to
the POINT OF BEGINNING;

And being Tract 3 as described in deed from Perkins & Co., Inc. to
Walter Lane, et al., dated May 14, 1963, recorded in Volume 71, Pages
346-349, Deed Records of Culberson County, Texas.

HAVE AND RECEIPT:

1. That certain two acre tract located in and being a part of Survey
28, Block 65, Township 7, T&P Ry. Co. Survey, as described in deed
from R. B. Durrill, et al. to Capitan Co., a corporation, dated the
3rd day of April 1959, and recorded in Volume 63, pages 318-319, Deed
Records of Culberson County, Texas.

2. That certain tract of 4.399 acres, more or less, located in and
being a part of Survey 28, Block 65, Township 7, T&P Ry. Co. Survey,
described in deed from R. B. Durrill, et al. to Capitan Company, a
corporation, dated the 3th day of March, 1960, and recorded in Volume
66, at pages 43-44, Deed Records of Culberson County, Texas.

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

PART I:

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

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

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

THENCE East 226.4 varas;

THENCE South 479.3 varas;

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

THENCE North 479.3 varas along the West line of said SECTION 7, to
the PLACE OF BEGINNING.

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

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

PART II:

Tract One:

130.8 acres, more or less, described by metes and bounds as follows: known as a
part of the 1/2 of SECTION 6, Block 63, Public School Lands Survey;

BEGINNING at the NE corner of this tract, in the North line of Survey No.
6, Mo. 65, P.O.L., from which the NE corner of said Survey No. 6 bears
East 101.0 varas; the NE corner of Block 65, the SW corner of Block 66,
Township 7, and the NE corner of Block 65, Township 8, T&P Ry. Co. Survey,
bears North 918 varas and West 1,913 varas.

THENCE West 127.8 varas with the North line of said Survey No. 6, to a
corner of this tract in the bed of Wild Horse Creek.

THENCE along the bed of Wild Horse Creek, with its meanders: -S 44 degrees 30' W 73.7 varas; S 1-degree 28' W 94.1 varas; S 51 degree 20' W 57.3 varas; S 32 degree 00' W 30.3 varas; S 6 degree 12' E 67.3 varas; S 83 degree 52' W 23.4 varas; N 49 degree 09' W 38.3 varas; S 87 degree 35' W 99.0 varas; S 30 degree 32' E 101.4 varas; S 42 degree 28' W 36.0 varas; S 41 degree 34' W 30.3 varas; N 3 degree 14' S 69.0 varas; S 24 degree 02' W 70.9 varas; S 54 degree 23' S 50.1 varas; S 57 degree 35' W 45.0 varas; N 35 degree 00' W 54.0 varas; S 54 degree 16' W 75.0 varas; N 54 degree 41' W 64.0 varas; S 27 degree 51' W 36.3 varas; S 6 degree 25' W 36.0 varas; N 66 degree 34' W 21.0 varas; N 91 degree 25' W 31.0 varas; S 71 degree 16' W 112.1 varas; S 30 degree 17' W 37.0 varas to a corner of this tract in the West line of the NE 1/4 of said Survey No. 6;

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

THENCE East 237.31 varas to the SE corner of this tract;

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

Tract Two:

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

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

THENCE North, along the East line of the Northwest Quarter of Survey No. 6, a distance of 200.3 varas to a point the Northeast corner of this tract;

THENCE S 30 degree 17' West along the center of Wild Horse Creek, 69.4 varas;

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

THENCE S 75 degree 33' W along the center of Wild Horse Creek, 53.0 varas;

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

THENCE N 03 degree 17' W along the center of Wild Horse Creek, 77.3 varas;

THENCE S 24 degree 47' W along the center of Wild Horse Creek, 82.8 varas;

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

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

THENCE East 435.7 varas to the PLACE OF BEGINNING; and

Tract Three:

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

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

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

THENCE S 4 degrees 34' W along the center of Wild Horse Creek, 24.7 varas;

THENCE E 20 degrees 33' W along the center of Wild Horse Creek, 153.3 varas;

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

THENCE S 26 degrees 50' E along the center of Wild Horse Creek 121.1 varas;

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

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

THENCE W along the East line of the Southwest Quarter, 245.8 varas to the PLACE OF BEGINNING, and

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

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

THENCE South, along the East line of Survey No. 6, at 930 varas pass the Southeast corner of this Northeast Quarter of Survey No. 6, in all 1443.2 varas to a point; the Southeast corner of this tract;

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

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

THENCE West 40.89 varas to a point, a corner of this tract;

THENCE North 0 degrees 31' E at 346.0 varas pass the North line of the Southeast Quarter of Survey No. 6, in all 1396.0 varas to a point in the North line of Survey No. 6, the Northwest corner in this tract;

THENCE East, along the North line of Survey No. 6, a distance of 103.0 varas to the PLACE OF BEGINNING.

TRACT LINE:

BEGINNING at the Southeast corner of SECTION 6;

THENCE West along the South line of SECTION 6, 217.7 varas to the center of Wild Horse Creek;

THENCE along the bed of Wild Horse Creek the following courses and distances: North 20 degrees 15' West 6.5 varas; North 71 degrees 32' West 61.0 varas; North 43 degrees 04' West 125 varas; North 85 degrees 23' West 59.7 varas; North 65 degrees 20' West 145.8 varas; North 60 degrees 31' West 185.8 varas; North 33 degrees 30' West 153.8 varas; North 6 degrees 13' West 127.6 varas; North 20 degrees 40' East 29.0 varas; South 51 degrees 40' East 76.1 varas; North 51 degrees 30' East 26.0 varas; North 27 degrees 49' West 60.4 varas;

THENCE East 1,172.1 varas;

THENCE South 147 varas;

THENCE East 72 varas to the East line of SECTION 6, 656.2 varas to the PLACE OF BEGINNING, and

TRAIL SIGN:

BEHINDING at the Northeast corner of SECTION 7, Block 63, Public School Land, for the ~~NEIGHBORHOOD~~ ^{NEIGHBORHOOD} ~~OF THIS~~ ^{OF THIS} label, from which the Southwest corner of Block No. 64, the Southeast corner of Block No. 63, T&P No. 3, T&P 22 Co. Survey, bears South 2,810 varas and East 3,844 varas;

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

THENCE along the bed of Wild Horse Creek the following courses and distances: South 28 degrees 11' East 97.2 varas; South 71 degrees 25' East 183.3 varas; South 21 degrees 03' East 178.8 varas; South 61 degrees 40' East 90.0 varas; South 31 degrees 45' East 104.8 varas; South 58 degrees 25' East 181.7 varas; South 48 degrees 23' East 86.0 varas; South 7 degrees 04' West 100.0 varas; South 33 degrees 32' East 185.8 varas; South 70 degrees 30' East 176.2 varas; South 8 degrees 50' East 19.1 varas;

THENCE East 301.5 varas to the East line of SECTION 7;

THENCE North along the East line of SECTION 7, 843.5 varas to the PLACE OF BEGINNING. The two tracts, Five and Six, containing a total of 189.5 acres, more or less.

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EXHIBIT B
Permitted Exceptions

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

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

Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities.

- a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
- b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
- c. to filled-in lands, or artificial islands, or
- d. to statutory water rights, including riparian rights, or
- e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.

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

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

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

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

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

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

| SURVEY | BLOCK | TWP | SECTION | PORTION | PATENTEE | VOL. | PAGE | DATE | ACRES |
|--------|-------|-----|---------|---------|--------------|------|------|--------|-------|
| T & P | 65 | 7 | 28 | ALL* | R. DURRILL* | 4 | 515 | 7/8/59 | 642. |
| | | | | | less 2 ac | 4 | | | |
| T & P | 65 | 7 | 30 | ALL | R. DURRILL | 4 | 516 | 7/8/59 | 650.9 |
| " " " | 65 | 7 | 36 | ALL | R. DURRILL | 4 | 516 | " " | 623.3 |
| " " " | 65 | 8 | 2 | ALL | R. DURRILL | 4 | 503 | " " | 630. |
| " " " | 65 | 8 | 4 | ALL | R. DURRILL | 4 | 504 | " " | 636.7 |
| " " " | 65 | 8 | 8 | ALL | R.B. DURRILL | 4 | 504 | " " | 637.8 |
| " " " | 65 | 8 | 10 | ALL | R.B. DURRILL | 4 | 505 | " " | 634 |
| " " " | 65 | 8 | 14 | ALL | R. DURRILL | 4 | 506 | " " | 684.7 |
| " " " | 65 | 8 | 16 | ALL | R.B. DURRILL | 4 | 507 | " " | 690.8 |
| " " " | 65 | 8 | 20 | ALL | R.B. DURRILL | 4 | 508 | " " | 669.2 |
| " " " | 65 | 8 | 22 | ALL | R.B. DURRILL | 4 | 509 | " " | 665.4 |
| " " " | 65 | 8 | 24 | ALL | R. DURRILL | 4 | 509 | " " | 659.8 |

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

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

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

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

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

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

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

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

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

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

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

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

FLOOD WATER DIVERSION EASEMENT dated September 28, 1979, executed by Jerry R. Powell et ux to County of Culberson, recorded Volume 113, Page 88, Deed Records, for flood water diversion in Section 4, 5, 8, 17, and 20, Block 65, Twp. 8, T&P Svy, and Sections 25, 28, 29, 35 and 36, Block 65, Twp 7, T&P Svy; the same ratified and extended by Connecticut General Life Insurance Company to Culberson County, dated February 11, 1988, recorded Volume 129, Page 261, Deed Records.

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

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

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

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

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

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

Rights of parties in possession.

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

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

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

We FIDELITY NATIONAL TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

FIDELITY NATIONAL TITLE INSURANCE COMPANY


Countersigned:

By: 
Authorized Officer or Agent

WestStar Title, LLC
601 N. Mesa St. Ste 1025
El Paso, TX 79901
Tel: 915-779-0500
Fax: 915-775-9951

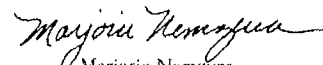


By:


Michael J. Nolan

President

Attest:


Marjorie Nemzura

Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

TEXAS TITLE INSURANCE INFORMATION

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

--EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also

be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

--**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

--**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-(800) 442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **December 3, 2024, 05:00 pm**

GF No. **241917-COM**

Commitment No. _____, issued **December 11, 2024,**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: **\$6,600,000.00**
PROPOSED INSURED: **OW Wild Horse Ranch, LLC, a Texas limited liability company**
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE
(Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN
(Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
**EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, FOR AND ON BEHALF OF
THE CITY OF EL PASO, TEXAS, A MUNICIPAL CORPORATION**

4. Legal description of land:

FIELD NOTES DESCRIBING A SURVEY OF 18,890.82 ACRES, MORE OR LESS, OF LAND IN BLOCK 65, TOWNSHIPS 7 AND 8, T. & P.R.R. COMPANY SURVEY, AND BLOCK 77, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS; AND A SURVEY OF 2,057.14 ACRES, MORE OR LESS, OF LAND IN BLOCK 63, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS; BOTH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT "A"
Legal Description

SURVEY 1 FIELD NOTES

WEST PART OF WILD HORSE VALLEY FARM

FIELD NOTES DESCRIBING A SURVEY OF 18,897.12 ACRES OF LAND IN BLOCK 65, TOWNSHIPS 7 AND 8, T. & P. R.R. COMPANY SURVEY, AND BLOCK 77, PUBLIC SCHOOL SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch rod in a large stone mound recovered at the Southwest corner of Section 20 and the Northwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, Culberson County, Texas, identified as set by R.W. Baker in 1959, for the Northernmost Northwest corner of this survey, whence a 3/8 inch iron pipe in a stone mound bears S 89° 32' 53" W 18.49 feet, and a 1 1/4 inch GIP marked "SW20, NW25, B65, T7, T. & P., 1959 E.L. PSL B122, 1959" in a large stone mound recovered at the Southeast corner of Section 8 and the Northwest corner of Section 9, Block 122, Public School Land Survey, Culberson County, Texas, identified by R.W. Baker as a corner set by A.M. Parker in his original survey of said Block 122, in October, 1900, bears N 0° 00' 30" W 103.84 feet, a brass cap in concrete marked "SE36, NE37 Block 65 T, T. & P. RY. Company Survey, KRA-139, 1939" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas, bears S 12° 47' 50" E 49,250.57 feet;

THENCE S 89° 55' 50" E 5,703.24 feet along the common line of said Sections 20 and 25, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 19, 20," set for the common corner of Sections 25, 26, 19, and 20 of said Block 65, Township 7, for the Northernmost Northeast corner of this survey;

THENCE S 0° 02' 00" W 5,557.37 feet along the common line of Sections 25 and 26, Block 65, Township 7, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 28, 27, set at the common corner of Sections 25, 26, 27 and 28, Block 65, Township 7, for a corner of this survey;

THENCE N 88° 59' 18" W 25.00 feet along the common line of sections 25 and 28, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 1,986.57 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;

THENCE S 45° 02' 00" W 319.61 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;

THENCE S 0° 02' 05" W 406.88 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;

EXHIBIT "A"
Legal Description

THENCE S 44° 58' 00" E 319.62 feet to a 1/2 inch iron rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 2,409.42 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line Sections 28 and 37, Block 65, Township 7, for an interior corner this survey;

THENCE S 89° 52' 15" E 25.00 feet along said common line, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 28, 27, 37, 38" set at the common corner of Sections 28, 27, 37 and 38, Block 65, Township 7, for a corner of this survey;

THENCE S 0° 02' 00" W 5,148.90 feet along the common line of said Sections 37 and 38 to a recovered 1 1/4 inch G.I.P. marked "SE37, SW38, NE2, NW1, B65, T7, T8, T & P, 1959", as set by R.W. Baker in 1959 at the common corner of Sections 37 and 38, Block 65, Township 7, and Sections 2 and 1, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 89° 56' 54" E, 4,949.07 feet along the common line of Section 38, Block 65, Township 7, and Section 1, Block 65, Township 8, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a point calculated for the Southeast corner of Section 38, Block 65, Township 7, the Northeast corner of Section 1, Block 65, Township 8, the Southwest Corner of Section 43, Block 64, Township 7, and the Northwest corner of Section 4, Block 77, Public School Land Survey, Culberson County, Texas, bears N 89° 56' 57" 283.33 feet;

THENCE S 0° 02' 04" W 4,486.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SWN Part S4 B77, PSL, EL, S1, B65, T8, 1959" stone mound under a fence as set by R.W. Baker in 1959, the southwest corner of the North part of Section 4, Block 77, Public School Land Survey, bears S 88° 57' 15" E 283.46 feet;

THENCE N 89° 59' 00" W 2,036.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 02" W 659.27 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 59' 00" W 2,915.42 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198 2, 1, 11, 12," set for an interior corner of this survey, the common corner of Sections 2, 1, 11 and 12 of Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas;

EXHIBIT "A"
Legal Description

THENCE S 0° 03' 43" W 3,917.70 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 54' 38" W at 1.11 feet pass a 3/4 inch iron pipe at a fence corner, in all 1,320.00 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 03' 42" W 1,319.01 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 11 and 14, Block 65, Township 8, for an interior corner of this survey;

THENCE S 89° 54' 39" E 1,320.00 feet to a 1 1/4 inch G.I.P. marked "SE11, SW12, N214, NW13, 365, T8, T & P, 1959" in a stone mound under a fence as set by R.W. Baker in 1959, the common corner of Sections 11, 12, 13, and 14, Block 65, Township 8, T. & P. R.R. Company Survey for a corner of this survey;

THENCE S 89° 58' 30" E 5,236.70 to a 1 1/4 inch G.I.P. marked "SE12, NE13, B65, T8, T&P, WL B77, PSL, 1959," in a stone mound at a fence corner, as set by R.W. Baker in 1959, the common corner of said Sections 13 and 12 of said Block 65, Township 8, on the West line of said Block 77, for a corner of this survey;

THENCE S 0° 01' 39" W along the East line of said Block 65, Township 8, and the West line of said Block 77 at 5,591.81 feet pass a point, the Southeast corner of Section 13 and the Northeast corner of Section 24 of said Block 65, Township 8, on the West line of said Block 77, at 7,142.17 feet pass a point, the Southwest corner of Section 5 and the Northwest corner of Section 6 of said Block 77 on the East line of said Block 65, Township 8, in all 7,813.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 89° 57' 58" E 3,128.69 along the South line of a 570.00 acre tract of land out of Sections 5 and 6, Block 77, Public School Land Survey, described by metes and bounds in deed recorded in Volume 66, Page 171, of the Deed Records in Culberson County, Texas, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the West right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE S 0° 01' 27" W 102.40 feet along the West right of way line of F.M. Highway 2185 to a point, whence a concrete right of way marker bears N 89° 14' 29" E 101.06 feet, for a corner of this survey;

THENCE S 0° 02' 21" W 2,203.26 feet along said right of way line to a concrete right of way marker on the P.C. of a curve to the right for a corner of this survey;

THENCE along a curve to the right, with a Delta of 89° 58' 49", a radius of 905.21 feet, an arc length of 1,421.59 feet, a Long Chord with a bearing of S 45° 05' 25" W and a length of 1,279.94 feet to a concrete right of way marker recovered on the P.T. of a curve on the north right of way line of F.M. Highway 2185 for a corner of this survey;

EXHIBIT "A"
Legal Description

THENCE N 89° 58' 52" W along the North right of way line of said F.M. Highway 2185 at 2,222.21 feet pass the common line of said Section 6, Block 77, and Section 24, Block 65, Township 8, from whence a calculated point for the Southeast corner of Section 24 and the Northeast corner of Section 25, Block 65, T8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 62.65 feet, a brass cap in concrete marked "SE36, NE37, B65, T8, T. & P. R.R. Company Survey, KRA 139, 1931" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 10,594.71 feet, in all 7,291.40 feet to a concrete right of way marker on said right of way line for a corner of this survey;

THENCE N 89° 58' 30" W along the North right of way line of said F.M. Highway 2185 at 169.14 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch GIP marked "SE23, SW24, NW25, NE26, B65, T8, T&P, offset 13.45 varas North 1959" in stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 06" W 100.95 feet, at 5,493.77 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch G.I.P. marked "NE27, NW26, SE22, SW23, B65, T8, T&P, offset 14.8 varas North, 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 57" W 101.70 feet, in all 5,999.64 feet to a concrete right of way marker for a corner of this survey;

THENCE N 89° 56' 22" W along the North right of way line of Highway 2185 at 4,818.87 feet pass the common line of Sections 21 and 22 of said Block 65, from whence a 1 1/4 inch GIP marked "SW22, SE21, NE28, NW27, B65, T8, T&P, offset 14.5 varas North 1959" in stone mound as set by R.W. Baker in 1959, bears S 0° 02' 03" W 102.92 feet, in all 10,102.14 feet to a concrete right of way marker on the P.C. of a curve to the left, for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SE20, SW21, NE29, NW28, B65, T8, T&P, offset 17.46 varas North, 1959" in a stone mound under fence as set by R.W. Baker in 1959, bears S 21° 57' 18" W 115.76 feet;

THENCE along the North right of way line of F.M. Highway 2185, a curve to the left with a Delta of 45° 32' 14", a Radius of 1,484.34 feet, an Arc Length of 1,179.72 feet and a Long Chord with a bearing of S 66° 56' 44" W and a distance of 1,148.91 feet, to a concrete right of way marker on the P.T. of a curve for a corner of this survey;

THENCE 44° 31' 25" W 359.30 feet along the Northwest right of way of F.M. Highway 2185 to a concrete right of way marker on the P.C. of a curve for a corner of this Survey;

THENCE along said right of way along and curve to the left with a Delta of 44° 38' 58", a Radius of 1,492.91 feet an Arc Length of 1,163.39 feet and a Long Chord with a bearing of S 22° 01' 33" W and a distance of 1,134.18 feet to a concrete right of way marker on the P.T. of curve for a corner of this survey;

THENCE S 0° 05' 09" E 4.11 feet, along the West right of way line of F.M. Highway 2185 to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" for a corner of this survey;

THENCE S 89° 34' 49" W along a fence at 3,629.78 feet pass the common line of Sections 29 and 30 of said Block 65, in all 8,953.43 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2398" set on the common line of the G.W. Russ

EXHIBIT "A"
Legal Description

Survey, Block G and Block 65, Township 8, for the Southwest corner of this survey, from whence a 5/8 inch rod in a stone mound bears N 03° 42' 33" W 90.71 feet and a fence corner bears S 89° 34' 49" W 186.09 feet,

THENCE N 0° 01' 10" E along the West line of Block 65, Township 8, and the East line of the G.W. Russ Survey, Block G, at 1,333.25 feet pass a 1 1/4 inch GIP marked "SE13, B-G" in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 13 and the Northeast corner of Section 11 of said Block G, in all 1,777.01 feet to a 1 1/4 inch GIP marked "SW19, NW30, B65, T8, T&P, 1959" as set by R.W. Baker in 1959 the Southwest corner of Section 19 and the Northwest corner of Section 30 of said Block 65, Township 8, for a corner of this survey;

THENCE N 00° 00' 56" E 3,005.48 feet along the common line of Block 6, G.W. Russ Survey, and Block 65, Township 8, T. & P. R.R. Company Survey, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the Southeast right of way line of State Highway 54, for a corner of this survey;

THENCE N 15° 49' 01" E 140.43 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 17" E along the Southeast right of way line of State Highway 54, at 2,441.01 feet pass the common line of Sections 18 and 19, Block 65, Township 8, T. & P. R.R. Company Survey, from whence a 1 1/4 inch GIP marked "SW18, NW19, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, the Southwest corner of Section 18 and the Northwest corner of Section 19, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 45" W 703.13 feet, at 8,247.60 feet pass the common line of Section 7 and 18 of said Block 65, Township 8, from whence a 1 1/4 inch G.I.P. marked "SW7, NW18, B65, T8, T&P, 1959" as set by R.W. Baker in 1959, for the Southwest corner of Section 7 and the Northwest corner of Section 18, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 54" W 2,284.33 feet, in all 8,401.73 feet to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 25" E 900.07 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 14" E 4,382.20 feet along said right of way line to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 6 and 7 of said Block 65, Township 8, for a corner of this survey;

THENCE S 89° 58' 54" E 1,542.66 feet along said common line to a 1 1/4 inch G.I.P. marked "SE6, SW5, NE7, NW8, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959 at the common corner of Sections 5, 6, 7, and 8, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 07' 46" E 5,149.70 feet along the common line of said Sections 5 and 6 to a 1 1/4 inch G.I.P. marked "SE33, SW34, NE6, NW5, T7, T8, B65, T&P, 1959" in a stone mound as set by R.W. Baker, the common corner of Sections 33 and 34, Township 7 and Sections 5 and 6, Township 8, Block 65, T. & P. R.R. Company Survey, for a corner of this survey;

EXHIBIT "A"
Legal Description

THENCE S 89° 56' 09" E 5,325.44 feet along the common line of Section 34, Township 7, and Section 5, Township 8, to a 1 1/4 inch G.I.P. marked "SE34, SW35, NE5, NW4, B65, T-7, T-8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, for the common corner of Sections 34 and 35, Township 7, and Sections 4 and 5, Township 8, said Block 65, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 01' 09" E along the common line of Sections 34 and 35 of said Block 65, at 5,146.67 feet pass a point for the common corner of Sections 30, 31, 34 and 35, of said Block 65, Township 7, in all 10,486.38 feet to a recovered 1 1/4 inch G.I.P. marked "NE31, NW30, B65, T7, T&P, S.L. 10, B122, PSL 1959" in a stone mound as set by R.W. Baker in 1959, the Northeast corner of Section 31 and the Northwest corner of Section 30, Block 65, Township 7, T. & P. R.R. Company Survey, for a corner of this survey, from whence a 3/4 inch G.I.P. marked "SW10, B122, PSL, SE24, B65, T7" in a stone mound, as recovered and identified by R.W. Baker as the Southwest corner of Section 10, Block 122, Public School Land Survey, and as corner set by A.H. Parker in October 1900, bears N 89° 54' 47" W 15.40 feet;

THENCE N 89° 58' 07" E 4,894.47 feet, to a 1 1/4 inch G.I.P. marked "SE10, SW9, B122, PSL," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 10 and the Southwest corner of Section 9, Block 122, Public School Land Survey for a corner of this survey; whence a 1" IP in a stone mound bears S 79° 41' 45" E 488.87 feet;

THENCE S 89° 57' 46" E at 440.50 feet pass a point, the Northeast corner of Section 30 and the Northwest corner Section 29 of said Block 65, Township 7, in all 5,389.55 feet to a 1 1/4 inch G.I.P. marked "SE9, B122, PSL, SW25, B65, T7, T&P 1959," in a stone mound as recovered and identified by R.W. Baker in 1959, as corner set by A.H. Parker in October 1900, for the Southeast corner of Section 9, Block 122, Public School Land Survey, and the Southwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, whence a large stone mound recovered at the common corner of Sections 25, 28 and 29, Block 65, Township 7, bears S 89° 57' 27" E 385.91 feet, for an interior corner of this survey;

THENCE N 0° 04' 13" E 5,470.05 feet along the East line of said Section 9, Block 122, and the West line of said Section 25, to the place of beginning. Containing 18,890.82 acres of land more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

SURVEY 2 FIELD NOTES

EAST PART OF WILD HORSE VALLEY FARM

FIELD NOTES DESCRIBING A SURVEY OF 2,057.14 ACRES OF LAND IN BLOCK 63, PUBLIC SCHOOL LAND SURVEY CULBERSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A"
Legal Description

BEGINNING at a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 3, 6, 5", set at the Northeast corner of Section 6 and the Northwest corner of Section 5, Block 63, on the South line of Section 3, Block 77, Public School Land Surveys, Culberson County, Texas, whence a 1 1/4 inch G.I.P. marked "SE46, SW47, B64, T7, TXL, 1958" as set by R.W. Baker in 1958, the Southeast corner of Section 46 and the Southwest corner of Section 47, Block 64, Township 7, T. & P. R.R. Company Survey, on the North line of Section 3, of said Block 77, bears N 78° 37' 21" E 12,914.19 feet, for the Northeast corner of this survey;

THENCE N 89° 58' 41" W 748.85 feet along the North line of said Section 6, Block 63, and the South line of said Section 3, Block 77, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse Draw for a corner of this survey;

THENCE along the center line meanders of Wild Horse Draw as follows:

S 46° 45' 32" W 115.09 feet to a 60D Nail;
S 17° 32' 53" W 156.02 feet to a 60D Nail;
S 05° 53' 25" W 136.66 feet to a 60D Nail;
S 53° 10' 21" W 196.55 feet to a 60D Nail;
S 24° 35' 14" W 58.35 feet to a 60D Nail;
S 09° 25' 29" E 209.74 feet to a 60D Nail;
S 67° 56' 05" W 54.52 feet to a 60D Nail;
N 81° 14' 19" W 47.09 feet to a 60D Nail;
N 36° 37' 19" W 117.69 feet to a 60D Nail;
N 84° 52' 00" W 46.42 feet to a 60D Nail;
S 57° 31' 08" W 267.39 feet to a 60D Nail;
S 20° 35' 58" E 62.50 feet to a 60D Nail;
S 39° 27' 36" E 152.96 feet to a 60D Nail;
S 26° 41' 27" E 86.22 feet to a 60D Nail;
S 17° 37' 20" W 57.77 feet to a 60D Nail;
S 64° 50' 46" W 130.91 feet to a 60D Nail;
S 15° 49' 40" W 101.84 feet to a 60D Nail;
S 27° 16' 41" E 90.49 feet to a 60D Nail;
S 31° 18' 49" W 196.82 feet to a 60D Nail;

EXHIBIT "A"
Legal Description

S 05° 07' 14" W 72.10 feet to a 60D Nail;
S 65° 26' 04" E 140.95 feet to a 60D Nail;
S 30° 06' 13" W 87.63 feet to a 60D Nail;
S 78° 42' 02" W 103.24 feet to a 60D Nail;
N 49° 45' 33" W 75.19 feet to a 60D Nail;
S 81° 37' 58" W 30.09 feet to a 60D Nail;
S 57° 01' 51" W 237.13 feet to a 60D Nail;
N 59° 34' 22" W 140.78 feet to a 60D Nail;
S 88° 33' 20" W 44.79 feet to a 60D Nail;
N 33° 33' 00" W 69.98 feet to a 60D Nail;
S 03° 27' 04" W 122.19 feet to a 60D Nail;
S 52° 59' 06" W 29.86 feet to a 60D Nail;
N 63° 24' 13" W 65.84 feet to a 60D Nail;
N 46° 08' 01" W 93.08 feet to a 60D Nail;
S 84° 31' 05" W 80.03 feet to a 60D Nail;
S 72° 50' 15" W 187.30 feet to a 60D Nail;
S 62° 51' 25" W 129.08 feet to a 60D Nail;
S 44° 36' 39" W 266.17 feet to a 60D Nail;
N 65° 48' 24" W 42.33 feet to a 60D Nail;
N 31° 47' 56" W 117.83 feet to a 60D Nail;
N 47° 48' 16" W 104.23 feet to a 60D Nail;
N 70° 35' 14" W 100.19 feet to a 3/4 inch iron pipe;
S 78° 19' 55" W 53.68 feet to a 60D Nail;
S 48° 38' 38" W 65.23 feet to a 60D Nail;
S 39° 18' 25" W 77.38 feet to a 60D Nail;
S 71° 44' 36" W 37.50 feet to a 60D Nail;
N 81° 58' 56" W 81.43 feet to a 60D Nail;
N 63° 25' 26" W 72.06 feet to a 60D Nail;
S 74° 41' 01" W 48.39 feet to a 3/4 inch iron pipe;
S 23° 37' 53" W 214.26 feet to a 60D Nail;

EXHIBIT "A"
Legal Description

S 58° 52' 01" W 283.32 feet to a 60D Nail;
S 05° 25' 07" W 261.50 feet to a 1 1/4 inch iron pipe;
S 18° 28' 27" E 540.39 feet to a 60D Nail;
S 26° 04' 15" E 453.94 feet to a 60D Nail;
S 37° 32' 26" W 352.17 feet to a 60D Nail;
S 09° 20' 15" E 205.05 feet to a 60D Nail;
S 25° 55' 01" E 176.50 feet to a 60D Nail;
S 56° 45' 15" E 475.85 feet to a 60D Nail;
S 66° 53' 57" E 198.04 feet to a 60D Nail;
S 62° 20' 06" E 471.04 feet to a 60D Nail;
S 44° 07' 30" E 369.46 feet to a 60D Nail;
S 35° 54' 07" E 121.04 feet to a 60D Nail;
S 79° 55' 38" E 191.23 feet to a 60D Nail;

THENCE S 35° 37' 47" E along said draw at 151.46 feet pass a point on the common line of Sections 6 and 7, Block 63, Public School Land Survey, whence a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set at the common corners of Sections 6, 5, 7, and 8 of said Block 63, bears S 89° 58' 57" E 1,910.99 feet, in all 351.87 feet;

THENCE continuing with said Wild Horse Draw meanders as follows:

S 77° 03' 14" E 241.46 feet to a 60D Nail;
S 35° 44' 14" E 191.38 feet to a 60D Nail;
S 18° 56' 50" E 260.79 feet to a 60D Nail;
S 28° 20' 24" E 87.69 feet to a 60D Nail;
S 37° 02' 59" W 46.30 feet to a 60D Nail;
S 82° 17' 23" W 129.79 feet to a 60D Nail;
S 43° 59' 15" W 110.57 feet to a 60D Nail;
S 11° 16' 36" E 134.77 feet to a 60D Nail;
S 49° 07' 06" E 414.05 feet to a 60D Nail;
S 38° 56' 55" E 287.64 feet to a 60D Nail;
S 03° 06' 17" W 220.20 feet to a 60D Nail;

EXHIBIT "A"
Legal Description

S 36° 40' 53" E 409.16 feet to a 60D Nail;
S 53° 02' 19" E 131.22 feet to a 60D Nail;
N 85° 44' 58" E 148.60 feet to a 60D Nail;
S 53° 40' 06" E 122.81 feet to a 60D Nail;
S 12° 41' 17" E 61.21 feet to a 60D Nail;
S 21° 48' 36" W 68.53 feet to a 60D Nail;
N 82° 46' 06" W 196.42 feet to a 60D Nail;
S 73° 43' 17" W 92.63 feet to a 60D Nail;
S 19° 00' 34" W 163.94 feet to a 60D Nail;
S 43° 46' 57" E 176.46 feet to a 60D Nail;

THENCE S 60° 08' 40" E 178.78 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the South line of the North half of said Section 7, for an interior corner of this survey;

THENCE N 89° 59' 05" W 3,764.13 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE S 0° 01' 27" W 1,320.00 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE N 89° 59' 06" W 941.19 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the East right of way line of F.M. 2185 for a corner of this survey;

THENCE S 0° 01' 27" W along said right of way, at 1,321.24 feet pass the common line of Sections 7 and 18 of said Block 63, in all 6,502.17 feet to a concrete right of way marker, whence a 1 1/4 inch G.I.P. marked "NE6, SW5, B77, PSL, WL18, B63, 19.1 varas E," in a stone mound under a fence, as set by R.W. Baker in 1959, bears N 7° 31' 17" W 778.93 feet, for a corner of this survey;

THENCE S 0° 01' 21" W 101.86 feet along the East right of way line of said F.M. Highway 2185, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Section 18 and Section 19 of said Block 63, for the southwest corner of this survey, whence a railroad spike recovered in the pavement centerline of F.M. 2185, bears N 88° 37' 05" W 50.30 feet, a point calculated at the Southwest corner of Section 18 and the Northwest corner of Section 19 of said Block 63, on the East line of Block 77, Public School Land Survey, bears N 89° 59' 29" W 49.25 feet, from whence a 4 inch by 4 inch Concrete monument with brass cap marked "N.W. 6 UT Block 48" recovered at the Northwest corner of Block 48 University Land Survey, bears S 0° 37' 14" W 5,310.05 feet;

EXHIBIT "A"
Legal Description

THENCE S 89° 59' 29" E at 5,225.10 feet pass a point calculated at the common corner of Sections 18, 17, 19 and 20 of said Block 63, in all 10,499.45 feet to a 1 inch G.I.P. recovered flush with road, at the common corner of Sections 17, 16, 20 and 21, for the Southeast corner of this survey, and an interior corner of the Southwest Sunsites Subdivision, as per plat recorded in Volume 5 Pages 23-28, of the plat records of Culberson County, Texas, from whence a 1 inch iron pipe marked "17, 16, 20, 21", at a fence corner bears N 48° 42' 17" W 122.88 feet;

THENCE N 0° 01' 39" E 5,281.88 feet, along the common line of Sections 17 and 16, and along the West line of said subdivision, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 8, 9, 17, 16" set at the common corner of Section 8, 9, 17 and 16 of said Block 63, for a corner of this survey, whence a 6 inch iron pipe 6 feet high, bears N 67° 17' 56" E 15.99 feet;

THENCE N 89° 59' 14" W 2,962.41 feet along the common line of Sections 8 and 9 of said Block 63, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse Draw, for an interior corner of this survey;

THENCE along the centerline meanders of Wild Horse Draw as follows:

N 05° 20' 39" W 804.62 to a point;

N 61° 35' 11" E 137.90 to a point;

N 39° 10' 27" E 178.60 to a point;

N 8° 31' 59" E 199.50 to a point;

N 26° 47' 24" W 154.60 to a point;

N 40° 22' 51" W 217.30 to a point;

N 58° 40' 43" W 614.60 to a point;

N 39° 49' 17" W 310.12 to a point;

N 68° 15' 40" W 698.10 to a point;

N 67° 14' 41" W 187.60 to a point;

N 62° 09' 10" W 195.60 to a point;

THENCE N 77° 56' 29" W 584.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 8 and 7 of said Block 63, for a corner of this survey;

THENCE N 0° 01' 39" E at 2,674.14 feet, pass a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set on the common corner of Sections 5, 6, 7 and 8 of said Block 63, in all 7,956.42 feet to the place of beginning.

EXHIBIT "A"
Legal Description

Containing 2,057.14 acres of land more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2025**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
 - b. **Rights of parties in possession.**
 - c. **Rights of parties in possession, as tenants only, under unrecorded lease agreements.**
 - d. **Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.**

Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.

e. OWNER POLICY:

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County,

Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to \$_____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

(OWNER POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)

f. LOAN POLICY

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

(LOAN POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

- g. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

- h. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights,

privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land that are not listed.

- i. Visible and apparent easements for roads and public utilities existing on the ground.**
- j. Right of Way Easement to the STATE OF TEXAS, recorded in Volume 45, Page 100 and Volume 45, Page 102, Deed Records, Culberson County, Texas. (State Highway 54)**
- k. Blanket Easement to EL PASO ELECTRIC COMPANY, recorded in Volume 52, Page 123, Deed Records, Culberson County, Texas. Company makes no representation as to the present ownership of this interest. (29, Blk 65, T-8)**
- l. Right of Way Easement to the STATE OF TEXAS, recorded in Volume 60, Page 131, Volume 60, Page 134, Deed Records, Culberson County, Texas. (F.M. Highway 2185)**
- m. Right of Way Easement to the STATE OF TEXAS, recorded in Volume 60, Page 178, Deed Records, Culberson County, Texas. (6-63, PSL)**
- n. Right of Way Easement to the STATE OF TEXAS, recorded in Volume 60, Page 242, Deed Records, Culberson County, Texas. (F.M. Highway 2185)**
- o. Easement to CULBERSON COUNTY, recorded in Volume 113, Page 88, Deed Records, Culberson County, Texas. (25, 28, 29, 36 & 36 Blk. 65, T-7 and 4, 5, 8, 17 & 20, Blk 65, T-8)**
- p. Easement to CULBERSON COUNTY, recorded in Volume 113, Page 121, Deed Records, Culberson County, Texas. (25, 28, 29, 35, 36 & 37, Blk 65, T-7 and 1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24 & 29 Blk. 65, T-8)**
- q. Pole Line Easement to EL PASO ELECTRIC COMPANY, recorded in Volume 114, Page 743, Deed Records, Culberson County, Texas. Company makes no representation as to the present ownership of this interest. (29, Blk 65, T-8)**
- r. Easement to EL PASO ELECTRIC COMPANY, recorded in Volume 116, Page 669, Deed Records, Culberson County, Texas. Company makes no representation as to the present ownership of this interest. (29, Blk 65, T-8)**
- s. Roadway Easement to CULBERSON COUNTY, recorded in Volume 149, Page 673, Deed Records, Culberson County, Texas. (1, Blk 65, T-8)**
- t. NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and**

does not override Item 2 of Schedule "B" hereof.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.**
6. **NOTE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)**
7. **NOTE: Please be advised if a partnership, joint venture, trust, or a corporation is**

involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.

8. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.
9. NOTE: The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.
10. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of \$100,000 be made by wire transfer. Contact your closing team for wiring instructions.
11. NOTE: Please note that Page 1 of the metes and bounds description for West Part of Wild Horse Valley Farm shows 18,897.12 acres, however, page 6 shows 18,890.82 acres. The combined acreage on the contract appears to correlate with the 18,890.82 acre amount.

Countersigned
WestStar Title, LLC

By Melissa Alva Mier

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **241917-COM**

Effective Date: **December 3, 2024, 05:00 pm**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Underwriter: Fidelity National Title Insurance Company

The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

Shareholders: Fidelity National Title Group, Inc., which is owned 100% by FNTG Holdings, LLC, which is owned 100% by Fidelity National Financial, Inc., a publicly held company.

Directors: Steven G. Day, Roger S. Jewkes, Marjorie Nemzura, Michael J. Nolan, Anthony J. Park

Officers: Michael J. Nolan, President, Chief Executive Officer, and Chairman of the Board; Anthony J. Park, Treasurer, Chief Financial Officer, and Executive Vice President; Marjorie Nemzura, Corporate Secretary and Vice President

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.
 - a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

Owners: WestStar Bank (Texas Banking Association)
 - b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

WestStar Bank Holding Company, Inc.

- c. The following persons are officers and directors of the Title Insurance Agent:

WestStar Title, LLC

Officers: Bernardo Del Hierro, President
Rodolfo Telles, Sr. Senior Vice President, Title Examination Manager
Rachel Samaniego Valles, Senior Vice President & Branch Manager
Olivian Janette Coon, Senior Vice President & Commercial Escrow Manager
Anita Dominguez, Vice President
Jaime Gloria, Escrow Accounting Manager

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

| | |
|---------------------|--------------------|
| Owner's Policy | <u>\$28,607.00</u> |
| Loan Policy | <u>\$0.00</u> |
| Endorsement Charges | <u>\$0.00</u> |
| Other | <u>\$0.00</u> |
| Total | <u>\$28,607.00</u> |

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

| <u>Amount</u> | <u>To Whom</u> | <u>For Services</u> |
|-------------------|-----------------------------|--------------------------------------|
| \$12006.25 | FNF Southwest Agency | 50% after Underwriter Portion |

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."



Privacy Policy Notice

We Are Committed to Safeguarding Customer Information

Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. GLBA generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information We Collect

In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us our affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction) and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

Use of Information We Collect

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:

- To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
- To companies that perform marketing services on our behalf.

Information We May Disclose to Our Affiliates

WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., WestStar Bank Holding Company Inc., and WestStar Title Holdings, LLC. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

Note: The above Privacy Policy applies to individuals who obtain services or products who obtain services or products that are to be used for personal family or household purposes.

RESOLUTION

A RESOLUTION OF THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD (EPWATER) TO AWARD THE SALE OF APPROXIMATELY 20,948 ACRES OF LAND, LEGALLY DESCRIBED AS CONSISTING OF ALL OR PARTIAL SECTIONS OF TOWNSHIP 7 AND 8, BLOCK 65, AND ALL OR PARTIAL SECTIONS OF PSL, BLOCK 77, AND PSL PART I AND PSL PART II, BLOCK 63, ALSO KNOWN AS WILDHORSE RANCH, CULBERSON COUNTY, TEXAS, TO OLIVER OLIN WOOTEN TRUSTS AND AUTHORIZING THE PRESIDENT/CEO TO FORWARD THE RECOMMENDATION TO THE CITY AND SIGN ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, the El Paso Water Utilities Public Service Board holds certain real properties comprising the water, wastewater and drainage utility systems in its land inventory (collectively the “System”); and,

WHEREAS, on November 13, 2024, the El Paso Water Utilities Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann. §253.014(a)-(e), as amended; and

NOW, THEREFORE, BE IT RESOLVED BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:

Section 1. The recitations as set out in the preamble above are found to be true and correct, and are hereby adopted by the El Paso Water Utilities Public Service Board and made a part of this Resolution for all purposes.

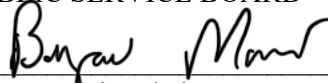
Section 2. That the El Paso Water Utilities Public Service Board recommends that the land described below be sold to Oliver Olin Wooten Trusts for a total amount of \$6,600,000:

Approximately 20,948 acres of land, legally described as consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, also known as the Wild Horse Ranch, Culberson County, Texas.

Section 3. That the El Paso Water Utilities Public Service Board authorize the President/CEO to forward the resolution of the El Paso Water Utilities Public Service Board that the above-described land be sold in accordance with state law to the City and sign any and all documents necessary to complete the sale of the property to Oliver Olin Wooten Trusts.

PASSED, ADOPTED and APPROVED at a Regular Meeting of the El Paso Water Utilities Public Service Board of the City of El Paso, Texas, this 13th day of November, 2024, at which meeting a quorum was present and which meeting was held in accordance with the provisions of V.T.C.A. Government Code, Sections 551.001, et. seq.

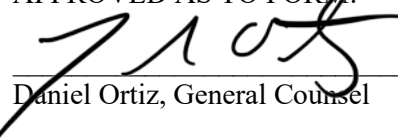
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD


Bryan Morris, Chair

ATTEST:


Stefanie Block Uribarri, Secretary-
Treasurer

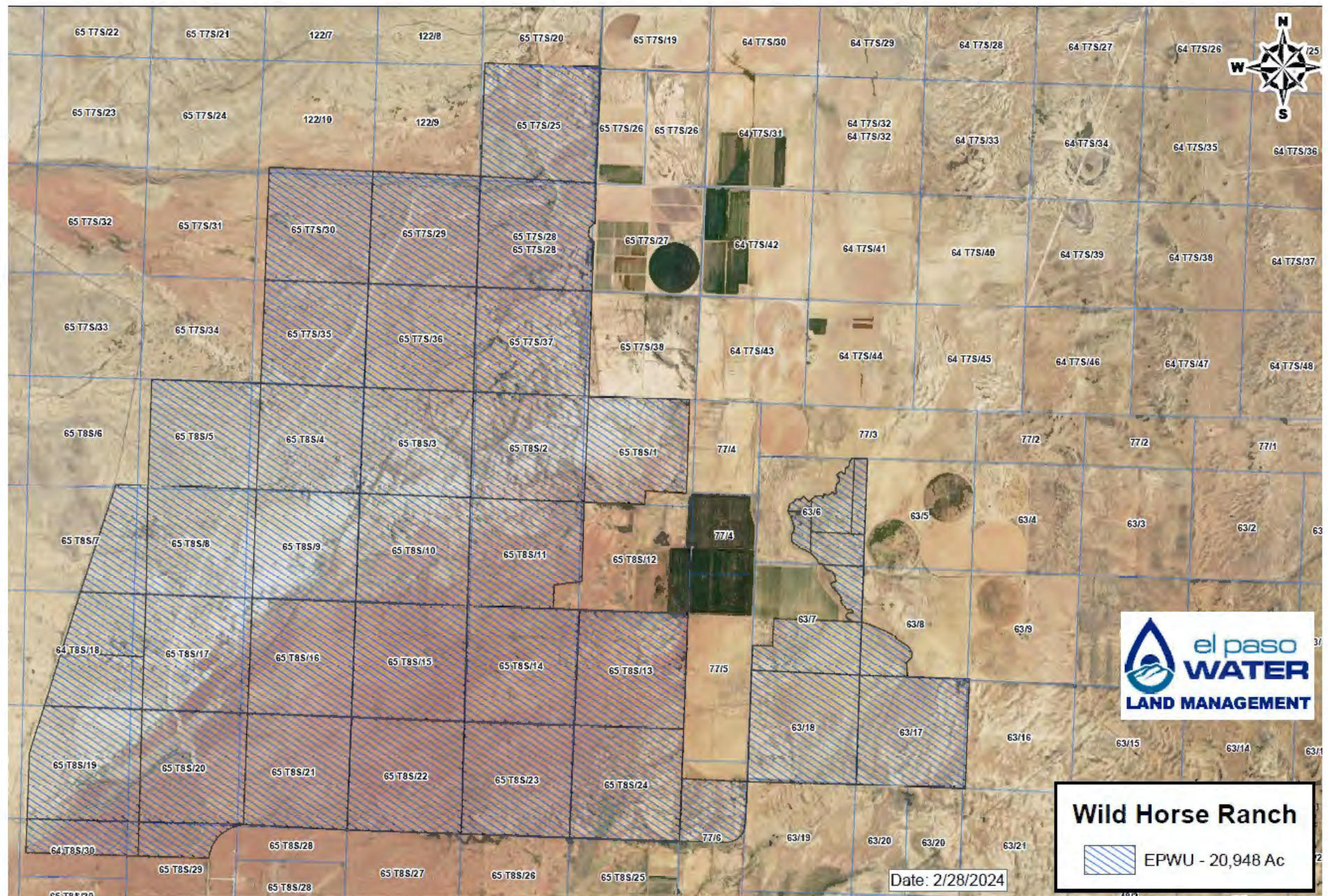
APPROVED AS TO FORM:


Daniel Ortiz, General Counsel



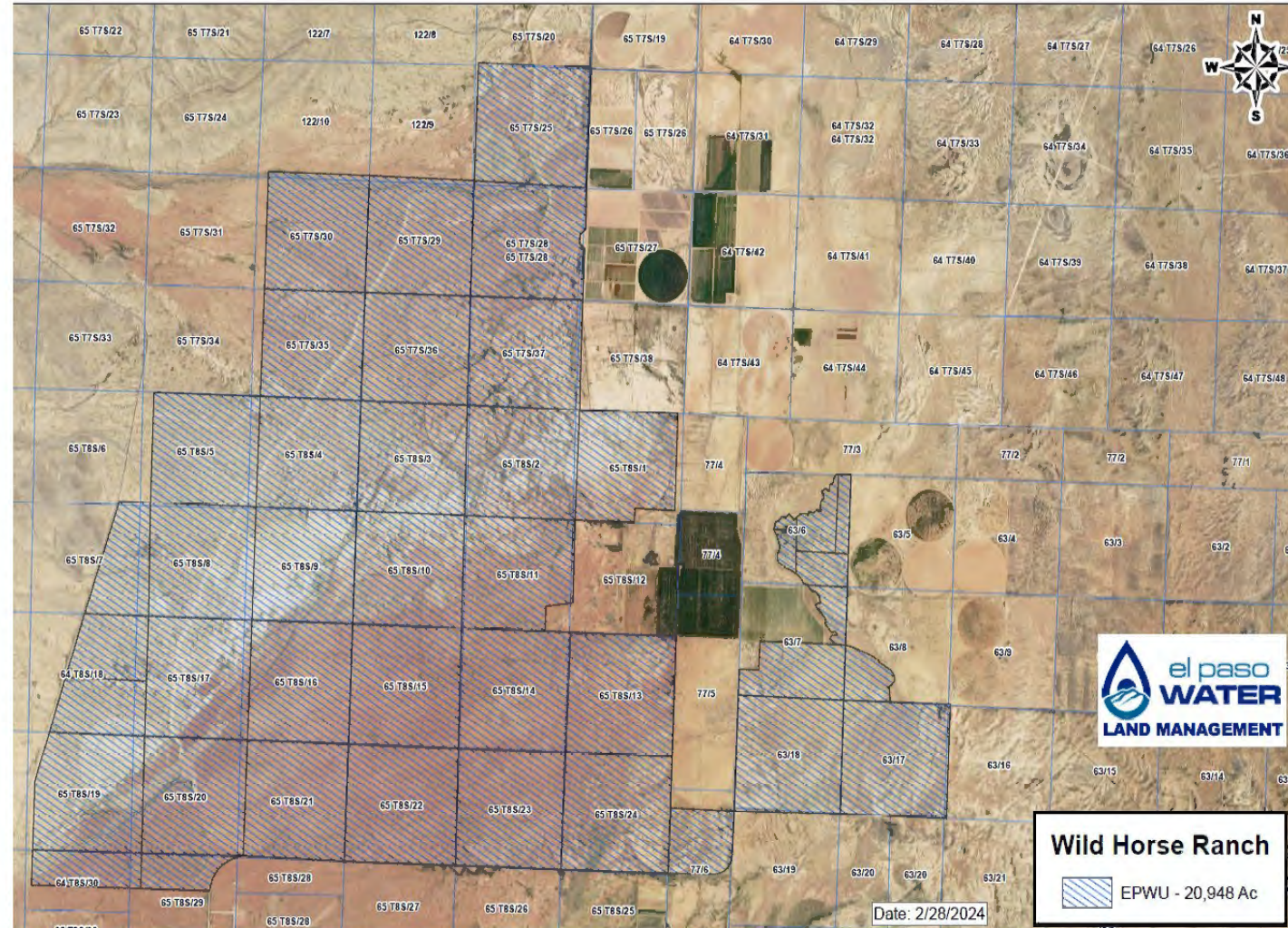
An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 20,948 acres of land legally described as property consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, Culberson County, Texas

February/March 2025



Sale of Real Property - Wildhorse Ranch (Hudspeth County)

- Oliver Olin Wooten Trusts
- \$6,600,000





Legislation Text

File #: 25-194, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 5

Streets and Maintenance, Joshua Lerma, (915) 212-7049

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV - Speed Limits), Subsection F (Thirty-Five Miles per Hour), to ADD item 110: Justice Street, from Montana Avenue to North City Limits; and an Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV - Speed Limits), Subsection G (Forty Miles per Hour), to DELETE Item 47. Justice Street, from Edgemere Boulevard to the South City Limits.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: STREETS AND MAINTENANCE

AGENDA DATE: 02/25/2025

PUBLIC HEARING DATE: 03/04/2025

CONTACT PERSON NAME: Joshua Lerma, Planner

PHONE NUMBER: 915-212-7049

DISTRICT(S) AFFECTED: 5

STRATEGIC GOAL:

7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL:

7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

Amend Title 12 (Vehicles and Traffic), 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five miles per hour), to ADD ITEM: 110. Justice Street, from Montana Avenue to the north City Limits

Amend Title 12 (Vehicles and Traffic), 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits) Subsection G (Forty miles per hour), to DELETE ITEM: 47. Justice Street, from Edgemere Boulevard to the south City Limits

BACKGROUND / DISCUSSION:

The Streets and Maintenance Department are requesting to lower the speed limit along Justice Street, from Montana Avenue to the north City Limits from the existing 40 MPH to 35 MPH. This speed reduction was recommended by City Traffic Engineer after a radar study was conducted and aligns with Vision Zero framework utilizing Safe Systems Approach.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION F (THIRTY-FIVE MILES PER HOUR), TO ADD ITEM 110: JUSTICE STREET, FROM MONTANA AVENUE TO NORTH CITY LIMITS; AND AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION G (FORTY MILES PER HOUR), TO DELETE ITEM 47. JUSTICE STREET, FROM EDMERE BOULEVARD TO THE SOUTH CITY LIMITS.

WHEREAS, traffic engineering study results show that vehicles are traveling below the existing 40 MPH speed limit on Justice Street; and

WHEREAS, this ordinance amendment will corroborate the traffic engineering study results.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. Amend Title 12 (Vehicles and Traffic), 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five miles per hour), to Add Item:

1. Alabama Street from Federal Avenue to Jefferson Avenue,
2. – 107,
108. Upper Valley Road between Country Club Road and Borderland Road,
109. Westside Drive between Country Club Road and Borderland Road,
110. Justice Street, from Montana Avenue to the north City Limits;

SECTION 2. Amend Title 12 (Vehicles and Traffic), 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits) Subsection G (Forty miles per hour), to Delete Item:

1. Deleted,
2. – 44,
45. Angora Loop South, from Dyer Street to Railroad Drive,
46. Paseo Del Norte Drive, between Desert North Boulevard and Resler Drive,

SECTION 3. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2025.


CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Randy Garcia, Interim Director
Streets and Maintenance Department

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection F (35 M.P.H.) and Subsection G (40 M.P.H.) – Justice Street

**Streets and Maintenance Department
Joshua E. Lerma, Planner
March 4, 2025**

Goal 7 – Enhance and Sustain El Paso's Infrastructure Network

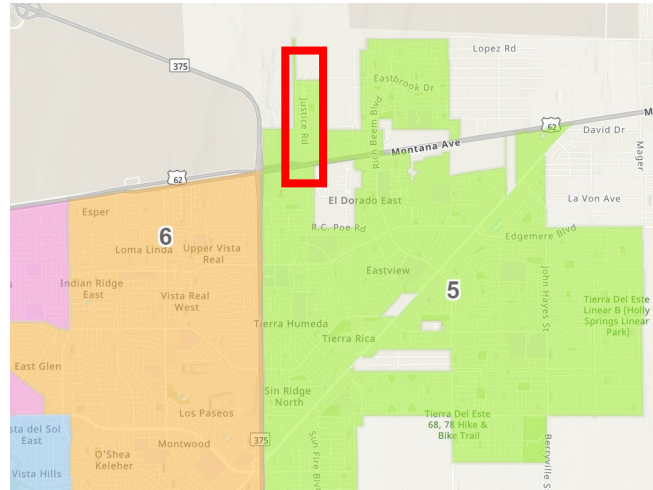
Sub-goal 7.3 – Enhance a regional comprehensive transportation system



Location

Justice Street, from Montana Avenue to the north City Limits

District 5



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Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits);

Purpose of Amendment(s)

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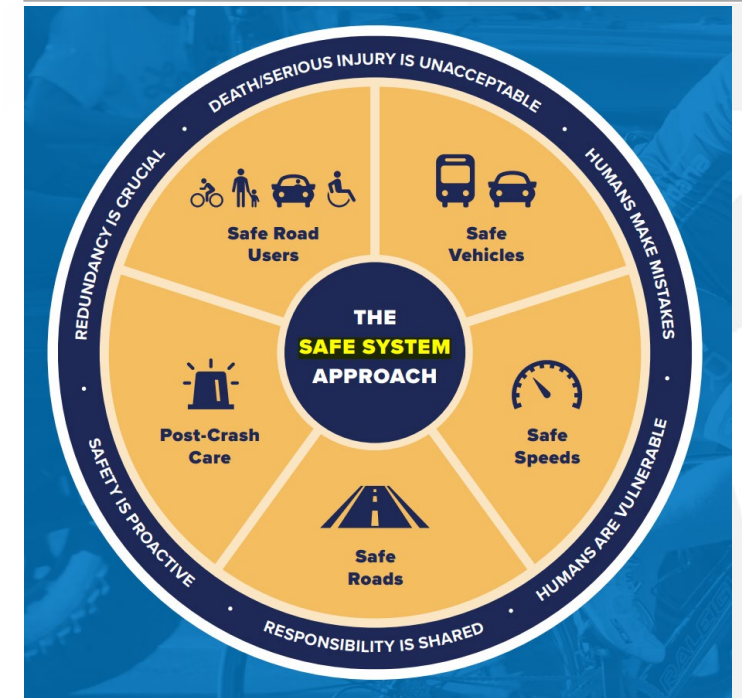
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Subsection G (40 M.P.H.) (Delete)

- Correct the Code of Ordinances

Subsection F (35 M.P.H.) (Add)

- Constituent request to evaluate speeding
- Speed reduction recommended by City Traffic Engineer
- Aligns with Vision Zero framework utilizing Safe System Approach



Safe System Approach – El Paso Vision Zero Action Plan

Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION G (FORTY MILES PER HOUR),

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection G (Forty miles per hour), to **DELETE** Item:

47. Justice Street, from Edgemere Boulevard to the south City Limits

Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION F (THIRTY-FIVE MILES PER HOUR),

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five miles per hour), to **ADD** Item:

110. Justice Street, from Montana Avenue to the north City Limits

MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



VALUES

Integrity, Respect, Excellence,
Accountability, People

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MISIÓN



Brindar servicios excepcionales
para respaldar una vida y un
lugar de alta calidad para
nuestra comunidad

VISIÓN



Desarrollar una economía regional
vibrante, vecindarios seguros y
hermosos y oportunidades
recreativas, culturales y educativas
excepcionales impulsadas por un
gobierno de alto desempeño



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas

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Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection F (35 M.P.H.) and Subsection G (40 M.P.H.) – Justice Street

**Streets and Maintenance Department
Joshua E. Lerma, Planner
March 4, 2025**

Goal 7 – Enhance and Sustain El Paso's Infrastructure Network

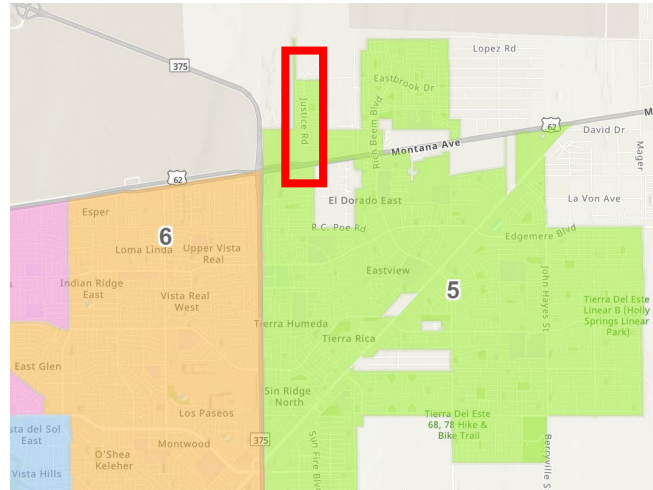
Sub-goal 7.3 – Enhance a regional comprehensive transportation system



Location

Justice Street, from Montana Avenue to the north City Limits

District 5



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Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits);

Purpose of Amendment(s)

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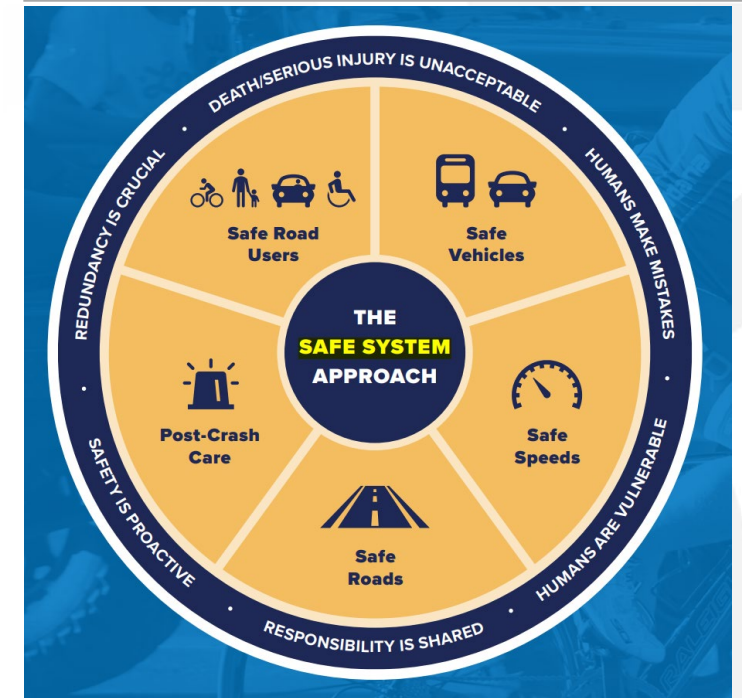
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Subsection G (40 M.P.H.) (Delete)

- Correct the Code of Ordinances

Subsection F (35 M.P.H.) (Add)

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- Speed reduction recommended by City Traffic Engineer
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Safe System Approach – El Paso Vision Zero Action Plan

Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION G (FORTY MILES PER HOUR),

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection G (Forty miles per hour), to **DELETE** Item:

47. Justice Street, from Edgemere Boulevard to the south City Limits

Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION F (THIRTY-FIVE MILES PER HOUR),

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five miles per hour), to **ADD** Item:

110. Justice Street, from Montana Avenue to the north City Limits

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VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

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MISIÓN



Brindar servicios excepcionales
para respaldar una vida y un
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VISIÓN



Desarrollar una economía regional
vibrante, vecindarios seguros y
hermosos y oportunidades
recreativas, culturales y educativas
excepcionales impulsadas por un
gobierno de alto desempeño

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add any info in this space.

REMOVE THIS BOX ONCE THE
PRESENTATION IS FINALIZED.



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-201, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 2

Streets and Maintenance, Joshua Lerma, (915) 212-7049

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing - Tow-Away Zone), Subsection A, to ADD Item 120: Pollard Street, From Hayes Avenue to Truman Avenue, East Side; and to ADD Item 121: Truman Avenue, from Pollard Street to A point 420 Feet East, North Side.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: STREETS AND MAINTENANCE

AGENDA DATE: 2/25/20

PUBLIC HEARING DATE: 3/4/20

CONTACT PERSON NAME: Joshua Lerma, Planner

PHONE NUMBER: (915) 212-7049

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL:

7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL:

7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection A, TO ADD ITEM(S) 120. Pollard Street, from Hayes Avenue to Truman Avenue, east side AND 121. Truman Avenue, from Pollard Street to a point 420 feet east, north side

BACKGROUND / DISCUSSION:

The Streets and Maintenance Department are requesting parking restrictions on Pollard Street from Hayes Avenue to Truman Avenue, east side and Truman Avenue from Pollard Street to a point 420 feet east on Truman Avenue, north side. If approved, signage prohibiting parking will be installed along the aforementioned locations. This amendment will codify existing conditions; extend parking restrictions; maintain efficient traffic flow; and reduce the risk of potential hazards around the vicinity.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.180 (NO STOPPING OR STANDING – TOW-AWAY ZONE), SUBSECTION A, TO ADD ITEM 120: POLLARD STREET, FROM HAYES AVENUE TO TRUMAN AVENUE, EAST SIDE; AND TO ADD ITEM 121: TRUMAN AVENUE, FROM POLLARD STREET TO A POINT 420 FEET EAST, NORTH SIDE.

WHEREAS, the United States Navy Reserve has requested parking restrictions to improve security around the vicinity of their facility; and

WHEREAS, the Streets and Maintenance Department finds these parking restrictions will maintain traffic flow on Pollard.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. Amend Title 12 (Vehicles and Traffic), 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection A, to Add Items:

1. Both sides of Montana Avenue from Piedras Street to Cedar Street.
2. – 118.
119. N El Paso Street from Franklin Avenue to W Main Drive, west side.
120. Pollard Street, from Hayes Avenue to Truman Avenue, east side.
121. Truman Avenue, from Pollard Street to a point 420 feet east, north side.

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2025.


CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:


Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Randy Garcia, Interim Director
Streets and Maintenance Department

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CITY OF EL PASO

Ordinance Amending

Title 12 (Vehicles and Traffic),

Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection

A –

Pollard Street, from Hayes Avenue to Truman Ave, east side

Truman Avenue, from Pollard Street to a point 420 feet east, north side

Streets and Maintenance Department
Joshua E. Lerma, Planner
March 4, 2025

Goal 7 – Enhance and Sustain El Paso's Infrastructure Network

Sub-goal 7.3 – Enhance a regional comprehensive transportation system



Streets and Maintenance Department

Ordinance Amending Title 12.88.180

No Stopping or Standing – Tow-Away Zone, Subsection A

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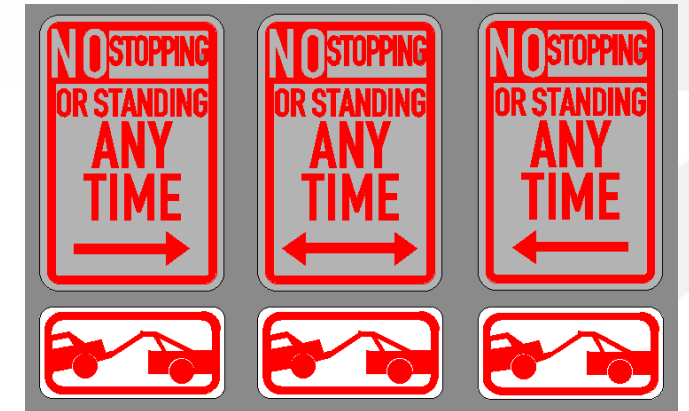
Purpose of Amendment

- US Navy Reserve Office request
- Extend parking restrictions
- Promote a safer environment
- **Codify parking conditions that have existed prior to 2007**
- Maintain efficient traffic flow



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INSTALL "NO STOPPING OR STANDING ANY TIME" R7-4(R); R7-4(LR); AND R7-L) and "TOW-AWAY" R7-201P

Streets and Maintenance Department

Ordinance Amending Title 12.88.010

Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.180 (NO STOPPING OR STANDING – TOW-AWAY ZONE), SUBSECTION A,

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection A, to **Add Item(s)**

120. Pollard Street, from Hayes Avenue to Truman Avenue, east side

121. Truman Avenue, from Pollard Street to a point 420 feet east, north side

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MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

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MISIÓN



Brindar servicios excepcionales
para respaldar una vida y un
lugar de alta calidad para
nuestra comunidad

VISIÓN



Desarrollar una economía regional
vibrante, vecindarios seguros y
hermosos y oportunidades
recreativas, culturales y educativas
excepcionales impulsadas por un
gobierno de alto desempeño



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas

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CITY OF EL PASO

Ordinance Amending

Title 12 (Vehicles and Traffic),

Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection

A –

Pollard Street, from Hayes Avenue to Truman Ave, east side

Truman Avenue, from Pollard Street to a point 420 feet east, north side

Streets and Maintenance Department
Joshua E. Lerma, Planner
March 4, 2025

Goal 7 – Enhance and Sustain El Paso's Infrastructure Network

Sub-goal 7.3 – Enhance a regional comprehensive transportation system



Streets and Maintenance Department

Ordinance Amending Title 12.88.180

No Stopping or Standing – Tow-Away Zone, Subsection A

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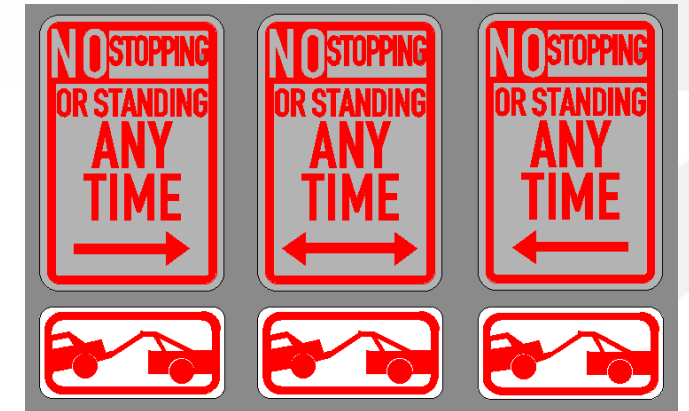
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INSTALL "NO STOPPING OR STANDING ANY TIME" R7-4(R); R7-4(LR); AND R7-L) and "TOW-AWAY" R7-201P

Streets and Maintenance Department

Ordinance Amending Title 12.88.010

Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.180 (NO STOPPING OR STANDING – TOW-AWAY ZONE), SUBSECTION A,

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection A, to **Add Item(s)**

120. Pollard Street, from Hayes Avenue to Truman Avenue, east side

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Responsabilidad, Personas

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El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-314, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 1

Economic and International Development, Karina Brasgalla, (915) 212-0094

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action of a Resolution authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso, a home-rule municipality (the "City") and Schneider Electric USA, Inc., a Delaware Corporation (the "Applicant"), for the expansion of its operations within the city limits of the City of El Paso.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:


PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to execute a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between the City of El Paso, a home-rule municipality (the “City”) and Schneider Electric USA, Inc., a Delaware Corporation (the “Applicant”), for the expansion of its operations within the city limits of the City of El Paso.

APPROVED this _____ day of _____ 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Director
Economic & International Development

STATE OF TEXAS)
)
 COUNTY OF EL PASO) **CHAPTER 380 ECONOMIC DEVELOPMENT
 PROGRAM AGREEMENT**

This Chapter 380 Economic Development Program Agreement (“**Agreement**”) is made this ____ day of _____, 2025 between the **CITY OF EL PASO, TEXAS** a Texas home-rule municipal corporation, (the “**City**”) and **Schneider Electric USA, Inc.**, a Delaware Corporation (the “**Applicant**”), for the purposes and considerations stated below. The City and Applicant may hereinafter be collectively referred to as the *Parties* and individually as the *Party*.

WHEREAS, the City desires to provide an incentive to Applicant to support the Development, pursuant to Chapter 380 of the Texas Local Government Code (“Chapter 380”) and Article 3, Section 52A of the Texas Constitution; and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds, as a governmental function, for the purposes of promoting local economic development and stimulating business and commercial activity for the general public within and around the City of El Paso; and

WHEREAS, the City and Applicant desires to provide incentives to the Applicant, pursuant to Chapter 380, for the construction of a development located on the real property at 1625 N. Resler Drive, El Paso, Texas, 79912, more fully described below and in *Exhibit A* and *A-1* attached hereto (the “**Development**”), and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the public purpose of promoting local economic development and enhancing business and commercial activity within and around the City; and

WHEREAS, the Development will likely encourage increased economic development within and around the City, provide increases in the City’s property tax revenues, and improve the City’s ability to provide for the health, safety and welfare of the general public within and around of El Paso, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement embodies an eligible *program* and promotes economic development within and around the City of El Paso and meets the requirements under Chapter 380 and further, is in the best interests of the City and Applicant.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **Agreement.** The term *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all exhibits attached and incorporated herein by reference.
- B. **Applicant.** The term *Applicant* means *Schneider Electric USA, Inc.*, a Delaware Corporation.
- C. **Applicant Affiliate.** Means with respect to Applicant, any other person or entity that, directly or indirectly, controls, is under common control with, or is controlled by Applicant. For purposes of this definition, the term *control* shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, through ownership of voting securities or through partnership interest.
- D. **Base Year Value.** The term *Base Year Value* shall mean the value of the real property and improvements on the tax rolls as of January 1st of the year 2024. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value is executed. For the purposes of this agreement, the Base Year Value is \$1,113,812.
- E. **Construction Materials Sales Tax Rebate.** The term *Construction Materials Sales Tax Rebate* shall mean a one-time 100% rebate of the City's 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The determination of whether a particular receipt or transaction qualifies for Sales and Use Tax eligibility shall be based on the criteria established under Chapter 321 of the Texas Tax Code. All receipts or transactions submitted for rebate consideration must comply with these criteria and shall be collectively evaluated by the City for rebate eligibility. The Construction Materials Sales Rebate shall not exceed \$128,665.
- F. **Development.** The term *Development* means the plant expansion located at 1625 N. Resler Dr., El Paso TX 79912 and as more fully described on *Exhibit A* and *A-1*, which is attached and incorporated herein for all purposes.
- G. **Development and Building Fee Rebate.** The term *Development and Building Fee Rebate* means a one-time 100% rebate of certain development fees, the rebate shall not exceed \$100,000. The Development and Building Fee Rebate shall be limited to the lesser of: (i) the development and building fee costs associated with the construction of the Development or (ii) the Development and Building Fee Rebate Cap. Under no circumstances shall the City rebate reinspection and other building and inspection penalty fees associated with the development and construction of the Development.

- H. **Development Location.** The term *Development Location* shall mean within the geographic boundaries of the City of El Paso and more particularly described in *Exhibit A* and *Exhibit A-1*, which is attached hereto and incorporated herein for all purposes.
- I. **Effective Date.** The term *Effective Date* means the date on which the last Party signs the Agreement.
- J. **Existing Facilities.** The term *Existing Facilities* mean Applicant's existing facilities located at 1600, 1601 & 1701 Northwestern Drive, 6500 North Desert Blvd. and 7801 Northern Pass, in El Paso, Texas, and any new facility (other than the Development) that Applicant or any Applicant Affiliate own or operate in El Paso, Texas.
- K. **Full-Time Employment.** The term *Full-Time Employment* means a job in El Paso that:
1. Is created and/or retained by the Applicant, where the employee is on active status and on the payroll of the Applicant on the last day of the reporting calendar year;
 2. Maintains employment where an employee must work or be paid no less than an average of 35 hours a week, calculated as total hours paid/number of weeks worked = 35 or more hours worked (or paid) per week; and
 3. Has the opportunity to participate in Applicant's employee benefits programs, including Applicant's health plan, with such jobs being located at the Development or the Existing Facilities, within the City of El Paso, Texas.
 4. These requirements are more completely described in *Exhibit B*, which is attached hereto and incorporated herein for all purposes.
- L. **Grant.** The term Grant means each annual payment to the Applicant under the terms of this Agreement computed as the sum of the applicable rebates: (i) Construction Materials Sales Tax Rebate; (ii) Development and Building Fee Rebate; and (iii) Property Tax Rebate. For purposes of this Agreement, the aggregate Grant payments will not exceed \$2,145,287.
- M. **Grant Submittal Package.** The term *Grant Submittal Package* means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in *Exhibit C*, which is attached hereto and incorporated herein for all purposes.
- N. **Landlord.** The word *Landlord* shall mean Applicant's landlord under the lease for the Development and any subsidiary of Applicant's landlord or any entity affiliated with Applicant's landlord.
- O. **Minimum Investment.** The term *Minimum Investment* means costs totaling at least \$50,333,000 that the Applicant incurs directly, contracts out to third parties, self-performs, or causes its Landlord to incur as Qualified Expenditures for the Development. *Qualified*

Expenditures means those costs incurred by the Applicant, an Applicant Affiliate and/or Landlord, in the acquisition, construction or furnishing of the Development.

- P. **Personal Property Base Year Value.** The term *Personal Property Base Year Value* means the value of the non-inventory, personal property on the El Paso Central Appraisal District rolls as of January 1st of the year 2024. Under no circumstances shall the Personal Property Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value. For the purposes of this Agreement, this amount \$0. The City Manager shall have the authority to amend this subsection reflecting the value herein administratively once the City Manager receives the Property ID and its corresponding value in writing from the Applicant, and the value can be confirmed by the El Paso Central Appraisal District.
- Q. **Property Tax Rebate.** The term *Property Tax Rebate* means a rebate of a percentage of the City's portion of: (1) the incremental ad valorem property tax revenue generated by the Development above the ad valorem property tax revenue that would have been generated at the Base Year Value for the Development for each tax year during the Grant Period; and (2) the incremental ad valorem personal property tax revenue generated by the Development above the ad valorem personal property tax revenue that would have been generated at the Personal Property Base Year Value for the Development for each tax year during the Grant Period (collectively, (1) and (2), the "Incremental Ad Valorem Property Tax Revenue"). No Personal Property ID currently exists for personal property. However, once designation becomes available, the Incremental Ad Valorem Property Tax Revenue will be determined each tax year during the Grant Period based on the ad valorem property taxes due under the tax statements issued by the El Paso Central Appraisal District for Property ID 268792 and the designated Personal Property ID, pursuant to the calculation formula described in *Exhibit D*, which is attached hereto and incorporated herein for all purposes. The Property Tax Rebate payments shall not exceed the lesser of: (i) 75% of the Incremental Ad Valorem Property Tax Revenue for the given tax year during the Grant Period; or (ii) the up to a *maximum amount* of \$1,916,622 (whichever comes first) during the Grant Period.

SECTION 2. TERM AND GRANT PERIOD.

The term of this Agreement shall be the lesser of: (i) the lease term (including any renewals) relating to the Development to be located at the Development property; (ii) 12 years from the Effective Date of the Agreement; (iii) the full payment of the Grant by the City to the Applicant, as limited by the Agreement; (iv) termination of the Agreement as otherwise provided by said agreement; or (v) termination by mutual consent of the Parties in writing ("Term").

The Effective Date of the Agreement shall be the date upon which City Council approves the Agreement. However, the Applicant's eligibility for Grant payments shall be limited to 10 consecutive years (the "Grant Period") within the term of the Agreement. The Grant Period shall begin with the first year being the first tax year that begins after: (i) the issuance of the certificate of occupancy for the Development or upon the due date of the Grant Submittal Package date, whichever

comes later; and (ii) the Applicant meets all Full-time Employment job requirements as described in *Exhibit B*. Failure of the Applicant to obtain a permanent Certificate of Occupancy for the Development by December 31, 2027 shall result in the immediate termination of this Agreement, unless such failure is due to a Force Majeure or a delay caused by the City. A 6-month extension to obtain a permanent Certificate of Occupancy for the Development may be provided upon approval by the City Manager in writing.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT

1. **Development.** Applicant agrees to establish the Development in El Paso, Texas. The Applicant agrees that it or an Applicant Affiliate shall, or cause its Landlord to, commence construction of the improvements of the Development within 12 months of the Effective Date of the Economic Development Agreement. The Applicant agrees that it shall obtain a Certificate of Occupancy for the Development *no later than December 31, 2027*. Applicant agrees that it shall make, or cause its Landlord to make, Qualified Expenditures of not less than \$50,333,000 in the Development. The City shall be permitted to review Applicant's or its Landlord's receipts of Qualified Expenditures to evidence the expenditure of a minimum amount of \$50,333,000. It is anticipated that the Applicant may from time to time require or benefit from relocation or reconfiguration of personal property between the Existing Facilities and the Development Location. As such, with respect to Qualified Expenditures and the calculation of Incremental Ad Valorem Property Tax Revenue, the situs of personal property is deemed to be at the Development regardless of whether the personal property in question is physically located at the Existing Facilities or the Development Location.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov.

2. **Minimum Appraised Value; Base Year Values.** Applicant or its Landlord shall pay by January 31 of each year all of the real and business personal property ad valorem taxes due for the previous tax year on the Development and any other property owned by the Applicant within the City. The Parties agree that the taxable value of the Development, after completion of all construction and improvements, and for purposes of determining the Incremental Ad Valorem Property Tax Revenue, will have an assessed land and improvements *Base Year Value* of \$1,113,812 for Property ID 268792, located at 1625 N. Resler Dr., El Paso, TX 79912 and a *Personal Property Base Year Value* of \$0.

Applicant and its Landlord shall have the right to contest the appraised value of the Development as provided by law, however, Applicant covenants and agrees that during the Term of this Agreement after completion of construction of the Development, except in the event of a Force Majeure, it shall not challenge or permit anyone else to take actions on Applicant's behalf to challenge any assessments by the El Paso Central Appraisal District to the extent such challenge would reduce the assessed value below \$26,280,312 (the "Minimum Value"). Any such action will be deemed an Event of Default if not cured within the cure periods prescribed in Section 5 of this Agreement. For clarification, an assessment by the El Paso Central

Appraisal District of the value of the Development at an amount lower than the Minimum Value shall not constitute an Event of Default unless such assessed value lower than the Minimum Value is directly and solely attributable to a challenge by Applicant or someone on Applicant's behalf.

B. EMPLOYMENT POSITIONS

1. Applicant agrees that it shall create, staff, and maintain at least 500 Full-Time Employment positions as described in *Exhibit B* by December 31, 2028, and shall maintain the Full-Time Employment positions for the Development through the entire Grant Period of the Agreement. Furthermore, Applicant agrees that it shall retain a workforce at its Existing Facilities and the Development Location, which the Parties agree currently represents the equivalent of a minimum 1,498 Full-Time Employment positions. The Parties agree that Full-Time Employment positions shall be considered *created* if they are above the total number of Full-Time Employment positions with Applicant's operations in the City at the time this Agreement is executed (the "Threshold"). The Parties agree that the Threshold shall be equal to 1,498 Full-Time Employment positions.
2. It is anticipated that the Applicant may from time to time require or benefit from relocation or creation of Full-Time Employment positions between the Existing Facilities and the Development Location. As such, with respect to Full-Time Employment position requirements and the calculation of positions created or retained, the situs of Full-Time Employment positions is deemed to be at the Development regardless of whether the position in question is physically located at the Existing Facilities or the Development Location.
3. Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to Applicant's employment records and books, and other records that are related to the economic development agreement considerations and incentives described herein, to verify employment records and any other records related to the City's economic development considerations and incentives provided herein; provided, however, that the City shall not have access to, and Applicant shall not be required to provide, any information and/or documents protected by applicable law, including privacy law. In order to protect these records, the City shall maintain the confidentiality of such records in accordance with and subject to commercially reasonable practices and all applicable laws.

C. GRANT SUBMITTAL PACKAGE AND REIMBURSEMENT REQUESTS

1. Unless otherwise agreed by the City and Applicant, the initial *Grant Submittal Package* will be due no later than April 30, 2029, for the compliance period ending December 31, 2028. Continuing every year thereafter through December 31, 2038, each year by April 30th of the subsequent year, the Applicant shall deliver to the City a compliance verification signed by a duly authorized representative of the company that shall certify the number of and generally describe the Full-Time Employment positions existing at its Existing Facilities and at the Development Location as of December 31st of the preceding year and provide the median hourly wage for all Full-Time Employment positions and as more fully described in *Exhibit C*. There will be a total of 10 annual Grant Submittal Packages due, covering jobs created, staffed, and maintained during the Grant Period. All Grant Submittal Packages shall be in the form

provided in *Exhibit C* and shall provide appropriate documentation as determined by the City for the Full-Time Employment position numbers provided and for the Threshold. A failure by Applicant to timely submit a Grant Submittal Package in accordance with this paragraph or a reimbursement request in accordance with Section 3(C)(2) below is a waiver by the Applicant to receive a Grant payment for the period covered by the late Grant Submittal Package. The City's, in its sole discretion, shall assess the completeness of the Grant Submittal Package.

2. If Applicant (or Applicant's Landlord) incurs the costs relating to the Construction Materials Sales Tax Rebate, and/or the Development and Building Fee Rebate prior to the due date of the applicable Grant Submittal Package, Applicant shall have the right to submit a request for reimbursement of such costs to the City prior to the due date of the applicable Grant Submittal Package. If Applicant submits a request to the City for reimbursement under this Section 3(C)(2), Applicant's submittal shall include documentation evidencing the costs incurred relating to the Construction Materials Sales Tax Rebate, and/or the Development and Building Fee Rebate, provided that Applicant has obtained a Certificate of Occupancy. City shall reimburse Applicant for such costs in accordance with Section 4 of this Agreement.
3. The City's determination of the amount of the applicable Grant payment due to Applicant is final if such determination is in compliance with the terms of this Agreement.

SECTION 4. OBLIGATIONS OF CITY.

During the Term of this Agreement, and so long as an Event of Default by Applicant has not occurred, the City agrees as follows:

- A. The City agrees to provide a *Construction Materials Sales Tax Rebate* not to exceed \$128,665 in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a *Development and Building Fee Rebate* not to exceed \$100,000 in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide *Property Tax Rebates* not to exceed \$1,916,622 in accordance with the terms and provisions of this Agreement.
- D. The City will process any eligible Grant payment within *90 days* after receipt of the Applicant's complete annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

The events described in subsections (A) through (F) below shall constitute an Applicant Event of Default under this Agreement:

- A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement other than an obligation or condition described in subsections (B) through (F) below, and Applicant's refusal to cure within 60 days after written notice from the City describing such failure. However, if such failure cannot be cured by its nature within such 60 day period and the Applicant has commenced such cure within such 60 day period and

continuously thereafter diligently prosecutes the cure of such failure, such failure shall not be deemed an Event of Default.

- B. Failure to Maintain Development and Job Requirements.** Applicant's failure or refusal to maintain operations at the Development Location during the Grant Period or maintain the required Full-Time Employment positions pursuant to Section 3(B)(1) of this Agreement, throughout its Term, and Applicant's failure or refusal to cure within 60 days after written notice from the City describing such failure, shall be deemed an Event of Default. However, if such failure cannot be cured by its nature within such 60 day period and the Applicant has commenced such cure within such 60 day period and continuously thereafter diligently prosecute the cure of such failure, such failure shall not be deemed an Event of Default. In the event this Agreement is terminated pursuant to this Section 5(B), certain Grant payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination in accordance with Section 6.
- C. False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within 30 days after written notice from the City describing the violation shall be deemed an Event of Default. If such violation cannot be cured within such 30 day period in the exercise of all due diligence, and Applicant commences such cure within such 30 day period and continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall not be deemed an Event of Default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become materially false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation, or statement within 30 days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an Event of Default.
- D. Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's company, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed an Event of Default. However, in the case of involuntary proceedings, if such proceedings are discharged within 60 days after filing, no Event of Default shall be deemed to have occurred.
- E. Construction of Development.** Applicant's failure to comply with its construction obligations set forth in Section 3(A)(1) of this Agreement and Applicant's failure to cure same within 90 days after written notice from the City shall be deemed an Event of Default. If such failure cannot be cured within such 90 day period and Applicant fails or refuses to commence such cure within such 90 day period, except to the extent such failure is caused by any act or failure to act on the part of the City, such actions or omissions shall be deemed an Event of Default.
- F. Property Taxes.** In the event Applicant allows any property taxes owed to the City by Applicant to become delinquent and fails to timely and properly follow the legal procedures for protest

and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an Event of Default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development.

- G. **City Event of Default.** City shall be in default under this Agreement if it defaults in the performance of any of its obligations under this Agreement and such failure continues uncured for a period of 30 days from and after the date Applicant notifies City of such failure. Upon a City Event of Default, Applicant shall be entitled to terminate this Agreement by written notice to City or seek any right or remedies available to it at law or in equity, to extent allowable by law, including without limitation, bringing an action to required City to specifically perform its obligations hereunder including, without limitation, a mandamus action to compel such performance.
- H. **Applicant Failure to Cure.** If any Applicant Event of Default shall occur, and after Applicant fails to cure same in accordance herewith, then this Agreement may be terminated by written notice from the City to Applicant and the City shall be entitled to recapture certain Grant payments as provided in Section 6 of this Agreement. The City's termination and recapture rights shall be City's sole and exclusive remedies in the event of an Applicant Event of Default.
- I. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. In no event shall the liability of either party exceed the value of Grant payments paid hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

SECTION 6. RECAPTURE.

Should the Applicant default under *Section 5* of this Agreement and provided that the applicable cure period for such Applicant Event of Default has expired, the City shall have the right to recapture Grant payments previously paid by the City pursuant to this Agreement pursuant to the following schedule and Applicant shall repay such recaptured Grant payments to City within *60 days* from the date of such termination:

| <u>Grant Period Year in Which Recapture Occurs</u> | <u>Total Percentage of Grant Payments to be Recaptured</u> |
|---|---|
| 1-3 | 100% |
| 4 | 70% |
| 5 | 60% |
| 6 | 50% |
| 7 | 40% |
| 8 | 30% |
| 9 | 20% |
| 10 | 10% |

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

If any state or federal statute, regulation, case law, or other law renders this Agreement illegal, including any case law holding that a Chapter 380 of the Texas Local Government Code Economic Development Agreement such as this Agreement is an unconstitutional debt, then the City may terminate this Agreement for its convenience and without the requirement of an Event of Default by Applicant, which such termination shall become effective immediately upon written notice from the City to Applicant. In the event of such termination, Applicant shall be entitled to keep all Grant payments received prior to such termination. For clarification, the repeal or sunset of Chapter 380 of the Texas Local Government Code by the Texas Legislature shall not affect the validity of this Agreement.

SECTION 8. GENERAL PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both Parties. The City Manager may administratively amend certain parts of this Agreement with written consent of both Parties. However, any amendment that would significantly change the intent of the Parties must be presented to and approved by the City Council.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant payments proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign or convey rights to receive Grant payments without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of taxes rebated prior to the attempted transfer, with no ability for the Applicant to cure.
- D. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development by Applicant, Applicant shall notify the City in writing of such sale or transfer within *30 business days* of the Applicant's knowledge of effectiveness of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of such sale or transfer within the applicable period shall constitute an Event of Default.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the City and Applicant upon execution by all signatories hereto. Applicant and City warrant and

represent that the individuals executing this Agreement on behalf of City and Applicant have full authority to execute this Agreement and bind City and Applicant to the same.

- F. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it or its Landlord will diligently and in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- G. **Compliance with the Law.** The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- H. **Confidentiality Obligations.** The confidentiality of all records and information provided to the City by Applicant under this Agreement will be maintained in accordance with and subject to all applicable laws, including the Texas Public Information Act, Chapter 552, of the Texas Government Code. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Texas Public Information Act, it will promptly notify Applicant if a request relating to Applicant's information is received. Applicant represents that it understands that the Texas Public Information Act applies to information provided to the City pursuant to this Agreement and that it will need to assert the applicable exceptions to disclosure under the Texas Public Information Act if it objects to disclosure.
- I. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- J. **Employment of Undocumented Workers.** During the Term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City during which such violation occurred, not later than 120 days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by any Applicant Affiliate or franchisee, or by a person with whom Applicant contracts.
- K. **Execution of Agreement.** The El Paso City Council has authorized the City Manager to execute this Agreement on behalf of the City.
- L. **Filing.** The City shall promptly file this Agreement with the Texas State Comptroller in accordance with Section 380.004 of the Texas Local Government Code.

- M. **Governmental Function.** The Parties agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.
- N. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, pandemic, quarantines, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed.
- O. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or if deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below, shall be effective five business days after deposit. Any party may change its address for notices under this Agreement by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. The City agrees that Grant Submittal Packages may be submitted electronically by Applicant.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**.

APPLICANT: Schneider Electric USA, Inc.
One Boston Place, Suite 2700
Boston, Massachusetts 02108

CITY: The City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

Copy To: The City of El Paso
Attn: Economic Development Department Director
P.O. Box 1890
El Paso, Texas 79950-1890

- P. **Ordinance Applicability.** Applicant shall be subject to all ordinances of the City, whether now existing or in the future arising; provided however no ordinance shall reduce or diminish Applicant's contractual rights or obligations under this Agreement. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.

- Q. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- R. **Termination or Expiration.** Upon termination or expiration of the Term of this Agreement, Applicant or its assigns agree that the Agreement, or the values contained herein, will not be used to contest appraisal values or in the determination of the market value of the Development; and the economic development incentives established in the Agreement between the Parties shall not be considered in valuating the property for tax purposes.
- S. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.
- T. The City agrees that notwithstanding execution of this Agreement, Applicant shall continue to be eligible for Grant payments under the previous Chapter 380 Economic Development Program Agreements executed by Applicant and the City on July 15, 2014 and October 11, 2022 respectively.
- U. For clarification, costs incurred by a contractor of Applicant, of Applicant's Affiliates or of Applicant's Landlord shall be deemed to have been incurred by Applicant for purposes of this Agreement.

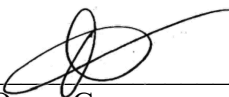
(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

CITY OF EL PASO, TEXAS

Dionne Mack
City Manager

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Director
Economic and International Development

APPLICANT: Schneider Electric USA, Inc.,
a Delaware Corporation

By: _____
Name: Jeff Morris
Title: Senior Director State Government Relations

EXHIBIT A
DEVELOPMENT

The proposed Development is part of a major expansion of Applicant's Existing Facilities. The incremental real property component of the Development is proposed as a proximately located standalone state-of-the-art 300,000-square foot build-to-suit facility to be developed by the Applicant's Landlord and operated under lease at 1625 N. Resler Dr. El Paso, TX 79912. The Development is estimated to require approximately 300,000 square feet of industrial facility.

The Development will significantly boost Applicant's manufacturing capacity for medium voltage switchgear, reinforcing Applicant's commitment to innovation and growth of American made products. Strategically located at the corner of Northern Pass and Resler, 1625 N. Resler Drive in El Paso, the Development will position Applicant to better integrate with its Existing Facilities while driving economic growth in the El Paso region.

Proposed rendering of the building – These are renderings from a prior project, but the new building will be following the same general motif.



EXHIBIT A-1

DEVELOPMENT LOCATION

Address: 1625 N RESLER DR EL PASO, TX 79912

Property ID: 268792

Geographic ID: N49599900600100

**Legal Description: 6 NORTHWESTERN CORPORATE CTR #5 LOT 1 (EXC WLY PT)
(15.9810 AC)**

EXHIBIT B

Employment Requirements & Property Tax Rebate Eligibility

The Applicant's compliance with these eligibility requirements shall be determined on annual basis, failure to meet the thresholds in a given year shall constitute waiver by the Applicant from receiving Property Tax Rebate payments for that specific year but will not affect eligibility for subsequent years of the Grant Period.

SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order to be eligible for any Property Tax Rebate payment, Applicant is required to create, staff, and maintain the Full-Time Employment positions by December 31, 2026 and shall maintain the Full-Time Employment positions for the Development during the applicable time-period as set forth in Section 3(B)(1) of this Agreement.

The parties agree that Full-Time Employment positions shall be considered "created" if they are above the total number of Full-Time Employment positions with Applicant's operations in the City at the time this Agreement is executed (the "Threshold"). The Parties agree that the *Threshold shall be equal to 1,498* Full-Time Employment positions.

Should the Applicant fall below the Threshold for either the number of jobs created or retained, shall constitute waiver of Grant payment for the applicable year during the Grant Period.

SECTION 2. PHYSICAL LOCATION OF FULL-TIME EMPLOYMENT POSITIONS.

It is anticipated the Applicant may from time to time require or benefit from relocation of Full-Time Employment positions between the Existing Facilities and the Development Location. As such, with respect to Full-Time Employment positions and the calculation of positions created or retained, the situs of Full-Time Employment positions is deemed to be at the Development Location regardless of whether the position in question is physically located at the Existing Facilities or the Development Location as long as the Development Location is a significant part of the Applicant's operations relating to the jobs retained and created in accordance with this Agreement.

SECTION 3. ELIGIBILITY FOR PROPERTY TAX REBATE PAYMENTS.

The Applicant's eligibility for Property Tax Rebate payments made by the City to the Applicant shall be determined in accordance with the following criteria:

- A. Property Tax Rebate payments equivalent to 50% of the Incremental Ad Valorem Property Tax Revenue for the given tax year during the Grant Period shall be made upon the Applicant's certification in a Grant Submittal Package that:

1. At least 80% of the created and retained Full-Time Employment positions required for the applicable time period were paid wages at or above 90% of the Median Area Wage for the year covered by the applicable Grant Submittal Package.
- B. Property Tax Rebate payments equivalent to 75% or more of the Incremental Ad Valorem Property Tax Revenue for the given tax year during the Grant Period shall be made upon the Applicant's certification in a Grant Submittal Package that:
1. At least 90% of the created and retained Full-Time Employment positions required for the applicable time period were paid wages at or above 90% of the Median Area Wage for the year covered by the applicable Grant Submittal Package.

SECTION 4. MEDIAN AREA WAGE.

For purposes of this Agreement, the *Median Area Wage* is the median hourly wage established for the El Paso, Texas Metropolitan Area by the U.S. Bureau of Labor Statistics, as adjusted on January 1 of each year, for the applicable year during the Grant Period. In no event shall the applicable Median Area Wage used to determine Grant payment eligibility be less than the Median Area Wage established for the corresponding year of the Grant Submittal Package.

For clarification, the Median Area Wage shall only be used to determine the amount of Property Tax Rebate payments pursuant to Section 3 of this Exhibit, but shall not be used in determining whether an employment position constitutes a Full-Time Employment position for purposes of this Agreement.

EXHIBIT C

[Grant Submittal Package Form]

Schneider Electric USA, Inc. believes that it has substantially met its obligations under the Chapter 380 Economic Development Program Agreement dated the ____ day of _____, 2025 (the “Agreement”). Pursuant to the Agreement, **Schneider Electric USA, Inc.** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of reasonable documentation (which may be a construction or building permit issued by the City) to evidence that construction of the Development commenced within 12 months of the effective date of the Agreement.
2. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of permanent Certificate of Occupancy.
3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum Qualified Expenditures to date, including:
 - a. Stamped ***PAID*** invoices
 - b. Copies of checks proving payment – corresponding to paid invoices
 - c. Receipts for purchase of construction materials (must show amount of taxes paid).
 - d. Bank statements (in the event a transaction was paid with credit or debit card).
 - e. Contractor pay applications, notarized with lien releases.
4. **[INITIAL GRANT SUBMITTAL ONLY—if not previously submitted and reimbursed in accordance with Section 3(C)(2) of the Agreement]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the *Construction Materials Sales Tax Rebate*.
5. **[INITIAL GRANT SUBMITTAL ONLY—if not previously submitted and reimbursed in accordance with Section 3(C)(2) of the Agreement]** Documentation to evidence the amount of development and building fees paid relating to the Development eligible for rebate to Applicant under the *Development and Building Fee Rebate*.
6. Full-Time Employment positions verification plus attachment(s) as referenced in Section 3(C)(1) of the Agreement.
7. Property tax payment receipts showing proof of payment for the immediately preceding tax year.

It is understood by *Schneider Electric USA, Inc.* that the City of El Paso has up to *90 days* to process this request from receipt of complete submittal and reserves the right to deny the Grant payment claim if the terms of the Agreement have not been complied with.

Schneider Electric USA, Inc., a Delaware Corporation

By: _____

Name: _____

Title: _____

Date of Submission: _____

EXHIBIT D

Incremental Ad Valorem Property Tax Revenue Calculation

The following exhibit depicts an example of Real and Personal Property Tax rebate calculation, the dollar amounts utilized are for *illustrative purposes* only, and do not reflect an actual rebate that will be or has been issued by the City of El Paso.

****For illustrative purposes only, the rebate will be calculated assuming a 75% reimbursement****

| <u>REAL property tax rebate calculation</u> | |
|---|-------------------|
| Base Value 2022 | \$722,678.00 |
| <u>Tax Value</u> | |
| Property Value 2023 | 1,500,000.00 |
| Base Year Value 2022 | - 722,678.00 |
| Increased Tax Value | \$777,322.00 |
| <u>Rebate Calculation</u> | |
| Increased Tax Value | \$777,322.00 |
| Tax Rate per \$100 | x .907301 |
| Rebate | \$705,265.03/100 |
| 75% REAL property tax rebate | \$7,052.65 * .75 |
| REAL Property Tax Rebate | \$5,289.49 |

| <u>PERSONAL property tax rebate calculation</u> | |
|---|--------------------|
| Base Value 2022 | \$26,006,649.00 |
| <u>Tax Value</u> | |
| Property Value 2023 | 30,000,000.00 |
| Base Year Value 2022 | - 26,006,649.00 |
| Increased Tax Value | \$3,993,351.00 |
| <u>Rebate Calculation</u> | |
| Increased Tax Value | \$3,993,351.00 |
| Tax Rate per \$100 | x .907301 |
| Rebate | \$3,623,171.36/100 |
| 75% PERSONAL property tax rebate | \$36,231.71 * .75 |
| PERSONAL Property Tax Rebate | \$27,173.79 |
| TOTAL Combined Rebates (Real + Personal) | \$32,463.27 |

****For the purposes of this agreement, the base value of personal property, and the personal property rebate calculation is determined by the El Paso Central Appraisal District's "Owner within a Taxing Jurisdiction" assessment method. ****