HORIZON CITY

Incorporated 1988

AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, October 14, 2025, 6:00 PM

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, October 14, 2025 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

1. **Call to order; Pledge of Allegiance; Establishment of Quorum**
2. **Open Forum:**

CONSENT AGENDA

All matters listed under the CONSENT AGENDA are considered routine and will be enacted in one motion. There will be no separate discussion of these items unless a member(s) of the City Council requests one or more items be removed from the CONSENT AGENDA to the REGULAR AGENDA for separate discussion and action prior to the City Council's vote to adopt the CONSENT AGENDA.

3. **Approval of Minutes from:** **4**
Mayor/City Clerk
9/10/25 Regular City Council Meeting.
4. **Request to Excuse Absent Council Members:**
5. **Approval of Consent Agenda Items:**

REGULAR AGENDA

6. **Discussion and Action:** **10**
Mayor/CIP Manager
On an update on the Capital Improvement Program.
7. **Discussion and Action:** **24**
Mayor/CIP Manager
This item was postponed at the September 10, 2025 regular city council meeting. On the approval of Change Order No. 10 to Dantex General Contractors for a deduction of $13,181.20 for the deletion of 2 manholes originally included in the sanitary sewer design on the Municipal Facilities Phase 1 Project (Solicitation 23-101).
8. **PUBLIC HEARING:**
Mayor/Finance Director
2nd Reading of Ordinance _____**,** an Ordinance regarding the Town of Horizon City's Texas Municipal Retirement System benefits to increase the City's matching ratio to 6.66%.
9. **Discussion and Action:** **31**
Mayor/Finance Director
2nd Reading of Ordinance _____**,** an Ordinance regarding the Town of Horizon City's Texas Municipal Retirement System benefits to increase the City's matching ratio to 6.66%.
10. **Discussion & Action:** **34**
Mayor
Regarding the ongoing stray dog issue in Horizon City and clarification of the responsibilities of El Paso County Animal Welfare services.

11. **Discussion and Action.** **56**
Mayor/Finance Director
On a Resolution authorizing the Mayor to execute a First Option to Renew an Interlocal Agreement with the County of El Paso for Animal Welfare Services on behalf of Horizon City. Compensation for services provided by the County of El Paso will be $55,318.00 per year beginning October 1, 2025. The term of the Agreement is October1, 2025 through September 30, 2026.

12. **Discussion and Action:**
Mayor
Regarding rescheduling the Regular City Council Meeting from November 11, 2025 to November 12, 2025.

13. **Discussion and Action:** **66**
Mayor/Planning Director
On the submitted Preliminary Replat application for Horizon Manor Unit Three Replat "A" (Case No. SUC25-0004), legally described as a portion of Lot 19, Block 9, Horizon Manor Unit Three, Horizon, El Paso County, Texas. Containing 2.2603 acres ±. Applicant/Representative: SLI Engineering.

14. **Discussion and Action:** **76**
Mayor/Planning Director
On the resubmitted Combination—Preliminary & Final Subdivision Plat application for Rancho Desierto Bello Unit 16 (Case No. SUC25-0006) and to authorize the Mayor to sign the recording plat, legally described as A Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 ± acres. Application submitted by Applicant/Representative: TRE & Associates.

15. **Discussion and Action:** **87**
Mayor/Planning Director
On a resolution ratifying the contract for construction services with El Paso Underground Construction Inc. in an amount not to exceed $50,000.

16. **Discussion and Action:** **114**
Mayor/Planning Director
On the Final Subdivision Plat application for Verdancia Unit 1 (Case No. SDF25-0001) to reaffirm and ratify approval and to allow recording of the plat prior to the completion of all required improvements secured by sufficient bond and to ratify the Subdivision Construction Agreement between the Town of Horizon City and Hunt Communities GP, LLC authorizing the Mayor to sign the agreement and recording plats. The subject property is legally described as being All of Tract 1, 2F, 3D, and 3H, and a Portion of Tract 2, 3 and 3B, Section 30, Block 78, Township 3, Texas and Pacific Railway Company Survey and Vacating Portions of Town of Horizon City Right-Of-Way, El Paso County, Texas. Containing 103.068 acres ±. Application submitted by Applicant/Representative: CEA Group.

17. **Discussion and Action:** **154**
City Attorney
On a resolution of the City Council of the Town of Horizon City, authorizing participation with the State of Texas, through the office of the Attorney General, in the latest global opioid settlements; approving and ratifying settlement participation form submission to the Attorney General's office; authorizing the execution of all related documents; and providing for an effective date.

18. **Discussion and Action.** **159**
Mayor/EDC Executive Director
That the Mayor of Horizon City be allowed to sign a Service Agreement by and between the Town of Horizon City, Texas and the Town of Horizon City Economic Development Corporation to promote efficiency of personnel and administrative services.

19. **Executive Session**
The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.087 (Economic Development).

A. .
Mayor/EDC Executive Director
Deliberation regarding potential economic development incentives for Project Claw, being considered for location within the municipal boundaries of the Town of Horizon City. 551.071 (Consultation with Attorney) and 551.087 (Economic Development).

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Wednesday, 10/8/25

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least three (3) business days preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Wednesday, 10/8/25 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

In compliance with the Americans with Disabilities Act, the Town of Horizon City will provide for reasonable accommodations for persons attending meetings. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling the City Clerk at (915) 852-1046.

MINUTES
AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Wednesday, September 10, 2025, 6:00 PM

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Wednesday, September 10, 2025 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

1. **Call to order; Pledge of Allegiance; Establishment of Quorum**

   Meeting called to order at 6:00pm. City Council Member Mendoza was absent. Quorum established.

2. **Open Forum:**

   Horizon City Residents, Shiloh Warren, Marisol Gonzalez and Ron Comeon signed up to speak regarding animal welfare.

   Mayor, Andres Renteria spoke regarding 9-11 memorial services in the area and the Horizon High School Band Community Fundraiser.

CONSENT AGENDA

All matters listed under the CONSENT AGENDA are considered routine and will be enacted in one motion. There will be no separate discussion of these items unless a member(s) of the City Council requests one or more items be removed from the CONSENT AGENDA to the REGULAR AGENDA for separate discussion and action prior to the City Council's vote to adopt the CONSENT AGENDA.

3. **Approval of Minutes from:**
   8/26/25 Special City Council Meeting.

4. **Request to Excuse Absent Council Members:**

5. **Approval of Consent Agenda Items:**

   A motion was made by Council Member Gardea and seconded by Council Member Quiroz to excuse absent Council Member Mendoza and approve the remainder of the consent agenda. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Absent. Motion Passed.

REGULAR AGENDA

Items 6 – 9 were taken after item # 25

6. **PUBLIC HEARING:**
   Mayor/CIP Manager
   On a Resolution adopting the updated Capital Improvement Program for FY 2026 - FY 2028.

   CIP Manager, Terry Quezada spoke regarding item. No one from public spoke.

7. **Discussion and Action:**
   Mayor/CIP Manager
   On a Resolution adopting the updated Capital Improvement Program for FY 2026 - FY 2028.

   CIP Manager Terry Quezada spoke on this item.

A motion was made by Council Member Gardea and seconded by Council Member Ames to approve the resolution adopting the updated Capital Improvement Program for FY 2026 - FY 2028. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Absent. Motion Passed.

8. **Discussion and Action:**
Mayor/CIP Manager
On the approval of Change Order No. 9 to Dantex General Contractors for an amount of $10,726.08 for roof supports for the addition of antenna equipment on the roof on the Municipal Facilities Phase 1 Project (Solicitation 23-101).

CIP Manager Terry Quezada spoke on this item.

A motion was made by Council Member Quiroz and seconded by Council Member R. Ortega to approve Change Order No. 9 to Dantex General Contractors for an amount of $10,726.08 for roof supports for the addition of antenna equipment on the roof on the Municipal Facilities Phase 1 Project (Solicitation 23-101). The City Clerk polled the council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza – Absent. Motion Passed.

9. **Discussion and Action:**
Mayor/CIP Manager
On the approval of Change Order No. 10 to Dantex General Contractors for a deduction of $13,181.20 for the deletion of 2 manholes originally included in the sanitary sewer design on the Municipal Facilities Phase 1 Project (Solicitation 23-101).

The City Clerk informed City Council that the Mayor requested postponement of this item until the next regular City Council meeting.

A motion was made by City Council Member Gardea and seconded by City Council Member Quiroz to postpone this item until the next regular City Council meeting as requested by the Mayor. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Absent. Motion Passed.

10. **Discussion and Action:**
Mayor/Purchasing Agent
On the award of RFP No. 2025-105RFP - Janitorial Services Contract to Klean-it as the best responsive responsible bidder in the amount of $235,152.00, for the award of a 3 year contract with two (2) options to extend for an additional year from October 1, 2025, through September 31, 2028 and authorize the Mayor or his designee to sign the necessary documents.

Purchasing Agent, Araceli Gonzalez and City Clerk, Elvia Schuller spoke regarding this item.

A motion was made by City Council Member Quiroz and seconded by Council Member Gardea to approve awarding of RFP No. 2025-105RFP - Janitorial Services Contract to Klean-it as the best responsive responsible bidder in the amount of $235,152.00, for the award of a 3 year contract with two (2) options to extend for an additional year from October 1, 2025, through September 31, 2028 and authorize the Mayor or his designee to sign the necessary documents. The City Clerk polled the Council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Absent. Motion Passed.

11. **PUBLIC HEARING:**
Mayor/Finance Director
2nd Reading of Ordinance No. 0313 An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2025-2026 fiscal year; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

Finance Director, Lily Gaytan spoke on this item. No one from public spoke on item.

12. **Discussion and Action:**
Mayor/Finance Director
2nd Reading of Ordinance No. 0313 An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2025-2026 fiscal year; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

Finance Director, Lily Gaytan spoke regarding this item.

A motion was made by Council Member Quiroz and seconded by Council Member G. Ortega to approve the Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2025-2026 fiscal year. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Absent. Motion Passed.

13. **Discussion and Action:**
Mayor/Finance Director
On ratifying the property tax increase reflected in the adopted annual budget for Fiscal Year 2025/2026.

Finance Director, Lily Gaytan spoke regarding this item.

A motion was made by Council Member Gardea and seconded by Council Member Ames to ratify the property tax increase reflected in the adopted annual budget for Fiscal Year 2025/2026. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Absent. Motion Passed.

14. **PUBLIC HEARING:**
Mayor/Finance Director
Public Hearing on the Proposed Tax Rate - On the proposed 2025 tax rate of $0.535368, which is an increase to the total tax revenues from properties on the tax roll in the preceding tax year of $371,552.00 or 4.20%. Individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

Finance Director, Lily Gaytan spoke regarding item. No one from the public spoke.

15. **PUBLIC HEARING:**
Mayor/Finance Director
2nd Reading of Ordinance 0322, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2025 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

Finance Director, Lily Gaytan spoke regarding item. No one from public spoke.

16. **Discussion and Action:**
Mayor/Finance Director
2nd Reading of Ordinance 0322, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2025 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

Finance Director, Lily Gaytan spoke on this item.

A motion was made by Council Member Quiroz and seconded by Council Member Ames to approve the ordinance of the City Council of the Town of Horizon City, Texas, approving the 2025 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Absent. Motion Passed.

The meeting was temporarily paused while IT installed a presentation. During the pause, the Mayor recognized El Paso Community College student, Diego Ortiz who was sitting in the audience as an observer.

17. **PUBLIC HEARING:**
Mayor/Finance Director
2nd Reading of Ordinance No. 0313 Amendment No. 04, An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the amount of $58,000.00 from the Police Department Budget to the Administration Budget for the purchase of 2 city vehicles; and providing for repealer and severability clauses.

Finance Director, Lily Gaytan spoke regarding item. No one from public spoke.

18. **Discussion and Action:**
Mayor/Finance Director
2nd Reading of Ordinance No. 0313 Amendment No. 04, An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the amount of $58,000.00 from the Police Department Budget to the Administration Budget for the purchase of 2 city vehicles; and providing for repealer and severability clauses.

Finance Director, Lily Gaytan and Purchasing Agent, Araceli Gonzalez spoke on item.

A motion was made by Council Member Quiroz and seconded by Council Member G. Ortega to approve the ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the amount of $58,000.00 from the Police Department Budget to the Administration Budget for the purchase of 2 city vehicles. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Nay, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Absent. Motion Passed.

19. **Discussion and Action:**
Mayor/Finance Director
On an Engagement Letter with SBNG for auditing services for fiscal year 2025.

Finance Director, Liyl Gaytan spoke regarding this item.

A motion was made by Council Member Gardea and seconded by Council Member Ames to approve the Engagement Letter with SBNG for auditing services for fiscal year 2025. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Absent. Motion Passed.

20. **Discussion:**
Mayor/Finance Director
1st Reading of Ordinance _____, an Ordinance regarding the Town of Horizon City's Texas Municipal Retirement System benefits to increase the City's matching ratio to 6.66%.

Finance Director, Lily Gaytan spoke on this item.

Items #21 and #22 were taken together.

21. **Discussion and Action:**
Mayor/Chief Planner
This item was postponed at the 6/10/25, 7/8/25 and 8/12/25 Regular City Council Meetings. On the Final Subdivision Plat application for Rancho Desierto Bello Unit 16 (Case No. SDO25-0001) to reaffirm approval and to allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The subject property is legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 acres ±. Application submitted by TRE & Associates, LLC.

22. **Discussion and Action:**
Mayor/Chief Planner
This item was postponed at the 6/10/25, 7/8/25 and 8/12/25 Regular City Council Meetings. On a Resolution for Rancho Desierto Bello Unit 16 Subdivision Plat to authorize the issuance of conditional building permits for eleven (11) new residential structures.

The City Clerk, Elvia Schuller advised City Council that the developer requested deletion of Items #21 and #22.

A motion was made by Council Member Gardea and seconded by Council Member Quiroz to delete items #21 and #22 as requested by the developer. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Absent. Motion Passed.

23. **Discussion and Action:**
Mayor/Chief Planner
On the Final Subdivision Plat application for Desert Breeze Unit 3 (Case No. SUC25-0001) to reaffirm approval and to allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The subject property is legally described as a Portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas. Containing 13.272 acres ±. Application submitted by Applicant/Representative: H2O Terra.

Plannig Director, Art Rubio spoke on this item.

A motion was made by Council Member Quiroz and seconded by Council Member Avila to approve the Final Subdivision Plat application for Desert Breeze Unit 3 (Case No. SUC25-0001) to reaffirm approval and to allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza – Absent. Motion Passed.

24. **Discussion and Action:**
Mayor/EDC Executive Director
That the Mayor of Horizon City be allowed to sign a Resolution authorizing and approving the Service Agreement between the Horizon City Economic Development Corporation and Project Vida, a Texas Non-Profit Corporation, for the provision of on-site business support and event services; for a one-year term commencing October 1, 2025, and ending on September 30, 2026.

EDC Executive Director Eddie Garcia spoke regarding this item.

A motion was made by Council Member Quiroz and seconded by Council Member Gardea to approve that the Mayor of Horizon City be allowed to sign a Resolution authorizing and approving the Service Agreement between the Horizon City Economic Development Corporation and Project Vida, a Texas Non-Profit Corporation, for the provision of on-site business support and event services; for a one-year term commencing October 1, 2025, and ending on September 30, 2026. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea - Aye, Mendoza – Absent. Motion Passed.

25. **Discussion and Action:**
Mayor/EDC Executive Director
On a request from the Horizon Economic Development Corporation (EDC) that the Horizon City Council approve the expenditure of $7,500.00 by the EDC to sponsor the Texas Economic Development Council's 2025-2026 Conferences.

EDC Executive Director Eddie Garcia, Spoke regarding this item.

A motion was made by Council Member Gardea and seconded by Council Member G. Ortega to approve the request from the Horizon Economic Development Corporation (EDC) to spend $7,500.00 to sponsor the Texas Economic Development Council's 2025-2026 Conferences. The City Clerk polled the council: G.Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Absent. Motion Passed.

A motion was made by Council Member Gardea and seconded by Council Member G. Ortega to adjourn into Executive Session **at 7:30 pm**. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Absent. Motion Passed.

26. **Executive Session**

The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.087 (Economic Development).

26A. Deliberation regarding economic development incentives for a private development project involving the construction of a medical office center within the municipal boundaries of the Town of Horizon City. 551.071 (Consultation with Attorney) and 551.087 (Economic Development).

The Mayor and Council Reconvened into Open Session at 8:36 PM.

26A. Deliberation regarding economic development incentives for a private development project involving the construction of a medical office center within the municipal boundaries of the Town of Horizon City. 551.071 (Consultation with Attorney) and 551.087 (Economic Development).

A motion was made Council Member Gardea Seconded by Council Member Avila to allow the Executive Director of the Horizon Economic Development Corporation to continue and finalize economic incentive agreement amendment negotiations with Kenazo Partners LLC. The City Clerk polled the Council: G. Ortega – Aye, Quiroz – Aye, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza – Absent. Motion Passed.

ADJOURNMENT

A motion was made by Council Member Avila and seconded by Council Member G. Ortega to adjourn at 8:38 PM.

Approved this ___ day of _____, 2025.

Attest:

_____
Elvia Schuller, City Clerk

_____
Andres Renteria, Mayor

Town of Horizon City
Capital Improvement Program

October 14, 2025

Council Meeting

Municipal Facilities Phase 1

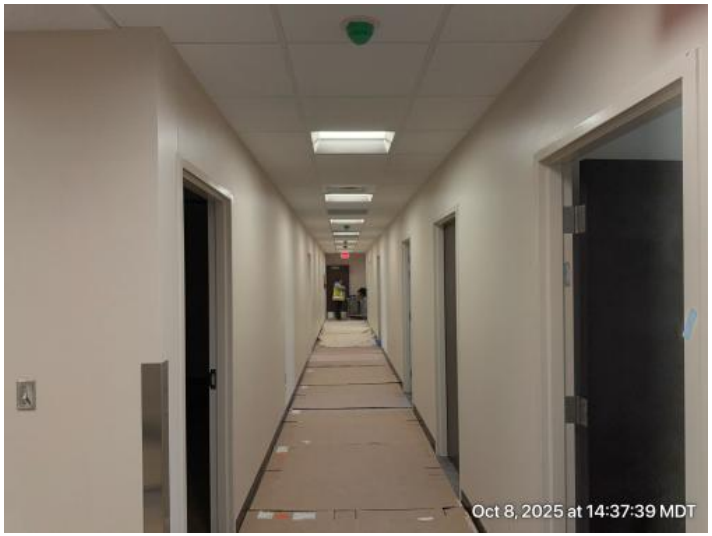
- Site work
  - Landscape and irrigation pending
  - Sidewalk at the front of building 90% complete
  - Antena relocation – coordination ongoing, scheduled for week of October 13.

Municipal Facilities Phase 1

- Vertical Construction
  - Work continuing

- Project currently on schedule

Municipal Facilities Phase 1



Oct 8, 2025 at 13:43:30 MDT

Oct 8, 2025 at 07:56:04 MDT

Oct 8, 2025 at 07:58:45 MDT

Municipal Facilities Phase 1

Picture taken September 30, 2025

Municipal Facilities Phase 1

Images taken on October 9, 2025

Federally- & State-Funded Project Updates

N. Darrington/Horizon Blvd. Reconstruction

- Horizon to Highweed - curb, colored concrete and paving
- Highweed to Roslyn - Base and water and wastewater lines installations
- Roslyn to Pete LaRue – wastewater line conflict with storm drain

N. Darrington/Horizon Blvd. Reconstruction

- Pond Treatment
  - Geotechnical recommendations due on October 14, 2025. Will be shared with TXDOT and contractor.

Rodman Shared Use Path (SUP)

- Phase 2 from Horizon to tire shop scheduled to begin week of October 13, 2025
- Forming curbs along phase 2.

TIRZ/TOD Update

Dilley, Delake and Transit Plaza

- Design has begun - design budget from HUD $1.7 million
- Coordination with Stakeholders
  - Met with ETA for transit plaza programming
  - City and ETA personnel visited two Sun Metro transit plazas: Airport and RC Poe

Town of Horizon City
Capital Improvement Program

October 14, 2025

Council Meeting

TOWN OF HORIZON CITY
MEMORANDUM

Date: September 8, 2025

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: **On change order no. 9 to Dantex General Contractors for $10,726.08 for the Municipal Facilities project (Solicitation 23-101)**

AND

On change order no. 10 to Dantex General Contractors for a deduction of $13,181.20 for the Municipal Facilities project (Solicitation 23-101)

Background
On July 9, 2024, City Council awarded the Municipal Facilities project (Solicitation 23-101) for $9,070,442.00 to include the award for 4 alternate bids. The project is designed to house police department, public works department and the City Council and Municipal Court facilities. The total project was funded through the issuance of 2023 Certificates of Obligation, and the project budget included funding for contingency.

Change orders which change project scopes, exceed $10,000 per change order, or add more than one week to the project construction schedule (either 5 working days or 7 calendar days depending on how the contract was awarded), are presented to Council for their approval.

Change order #9 adds roof supports for the roof-mounted antenna. This work was not anticipated at the time of design and meets the criteria of adding scope and exceeding $10,000 and is presented to Council for approval.

Change Order #10 is a deductive change order which decreases the total contract amount by $13,181.20. The deduction is due to the elimination of 2 manholes approved by Council in change order #5 for the sewer discharge. One manhole was installed as part of the work completed by Jordan Foster in close proximity to the originally designed manhole. The 2nd manhole was deemed unnecessary after the Building Official conferred with the design engineer.

The two change orders have undergone the usual review process by the City's construction manager, Exigo, the Town Engineer, Huitt Zollars, and staff review.

Item Description
The two change orders call for the work, time and cost identified on the table below.

Item	Amount	Time	Percent of Contract
Change order no. 9: Additional structural roof supports for roof-mounted antenna equipment.	**$10,726.08**	**0 days**	**0.12%**
Change order no. 10: Deletion of 2 manholes included in change order #5 – sewer connection.	**$13,181.20**	**0 days**	**0.15%**
Total	**$2,455.12**	**0 days**	**0.03%**

Total increases to the project including the two proposed change orders are **$196,402.53** and account for a total of **2.17% of the original contract award**. This amount and percentage increase is within the allocated contingency for a construction project of this complexity and magnitude.

Fiscal Impact
The effect to the construction contract as a result of both change orders is a **net deduction of $2,455.12.**

Requested Action

The City's consultant team and staff recommend approval of the two change orders.

CHANGE ORDER NO. 10

PROJECT:	***Horizon City Municipal Facilities Phase I***	**DATE OF ISSUANCE:**	September 2, 2025
OWNER:	TOWN OF HORIZON CITY 14999 Darrington Rd. Horizon City, Texas 79928	**EFFECTIVE DATE:**	**September 2, 2025**
		OWNER'S BID NO.	CSP 23-038 Project No. 2.513D
CONTRACTOR:	***Dantex General Contractors*** ***4727 Osborne*** El Paso, TX 79922	**ARCHITECT:**	Eugenio Mesta, AIA Exigo Architects 211 N. Florence Ste. A El Paso, Tx 79912
CONTRACT FOR:	*New Municipal Facilities for the City of Horizon*	**ARCHITECT'S PROJECT NO:**	20201600

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS:

Item No. 1: ***Deductive Change order Credit for Revised Sanitary Sewer Design*** - (Credit $13,181.20; 0 days impact to contract time)

PURPOSE OF CHANGE ORDER:

Item No. 1. The Contractor has proposed a credit associated with the revision of the sanitary sewer design. The approved designed included the installation of two new manholes as per ASI #03R. These two new manholes were omitted from the design. Manhole #1 was omitted deemed unnecessary to the installation as by Mr. Daniel Serrano of the City of Horizon. Manhole #2 was omitted due to the manhole installed by a separate contractor under a separate contract. See attached.

CHANGE ORDER NO. 10

PROJECT: ***Horizon City Municipal Facilities Phase I***

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIME**
ORIGINAL PRICE: $ 9,070,442.00	ORIGINAL CONTRACT TIME **MILESTONES:** **CONTRACT TIME:** *Substantial Completion: 455 Days Due Date: November 9, 2025* *Final Completion: 485 Days Due Date: December 9, 2025*
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER $ 9,261,435.67	CONTRACT TIME PRIOR TO THIS CHANGE ORDER **MILESTONES:** **CONTRACT TIME:** *Substantial Completion: 490 Days Due Date: December 14, 2025* *Final Completion: 520 Days Due Date: January 13, 2026*
NET INCREASE/DECREASE OF THIS CHANGE ORDER +$ 13,181.20	NET INCREASE/DECREASE OF THIS CHANGE ORDER **MILESTONES:** **CONTRACT TIME:** *Substantial Completion: 0 Days* *Final Completion: 0 Days*
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS $ 9,274,616.87	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS **MILESTONES:** **CONTRACT TIME:** *Substantial Completion: 490 Days Due Date: December 14, 2025* *Final Completion: 520 Days Due Date: January 13, 2026*

This amount indicated above shall be considered full and equitable adjustment for any claims, past and future, for the work described and shall include all costs, direct and indirect, including extended overhead.

ACCEPTED:

By Hector Olave
Contractor: Dantex General Contractors

Date 9/03/2025

REVIEWED:

By _____
Eduardo Garcia,– Interim Director of Planning

Date _____

RECOMMENDED:

By Jesus Ortega
Exigo: Jesus Ortega PM

Date 9/03/2025

APPROVED:

By _____
Andres Renteria, Mayor

Date _____

ARCHITECT'S COST SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE

Design Architect : Eugenio Mesta, AIA, Exigo Architects
Change Order #: 10
Project: Horizon City Municipal Facilities – Phase I
Contractor: Dantex General Contractors
Owner Bid No.: CSP 23-038 Project No. 22.513D
Total Impact to Cost: Credit of +$13,181.20
Total Impact to Time: 0 Days
Date: 9/2/2025

Item No. 1	**Credit for Revised Sanitary Sewer Design**
Classification	Credit for Two Manholes per Revision to the Sanitary Sewer Design
Impact to Cost	Credit +$13,181.20
Impact to Time	0 Days
Justification	See Change Order Narrative for Item No. 1
Cost Summary	Deletion of two (2) Sanitary Sewer Manholes

Item No. 2	
Classification	
Impact to Cost	
Impact to Time	
Justification	
Cost Summary	

Item No. 3	
Classification	
Impact to Cost	
Impact to Time	
Justification	
Cost Summary	

Item No. 4	
Classification	
Impact to Cost	
Impact to Time	
Justification	
Cost Summary	

Item No. 5	
Classification	
Impact to Cost	
Impact to Time	
Justification	
Cost Summary	

Item No. 6	
Classification	
Impact to Cost	
Impact to Time	
Justification	
Cost Summary	

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
001	**Approved PCO #05 Sanitary Sewer**	lot	1		$ -	$ -	-$34,343.34
	As per ASI #03, credit in full to owner						$0.00
							$0.00
002	**Revise Sanitary Sewer scope of work**	lot	1		$ -	$ -	$21,162.14
	as per ASI #03R						
					subtotal		-$13,181.20
004	**General Liability**	LS	0.2800%	1			$0.00
005	**Builders Risk**	LS	0.4500%	1			$0.00
006	**P & P Bond**	LS	1.0000%	1			$0.00
					Subtotal		$0.00

Description	Percent	Amount
Overhead & Profit	0%	$0.00
Sales Tax	N/A	
	Total Cost	**-$13,181.20**

Dantex General Contractors

CHANGE ORDER REQUEST NO. 13

4727 Osborne
El Paso, Texas 79922
Phone: (915) 584-9300
Fax: (915) 833-0253

TITLE: Credit for REVISED Sewer design after CO #05 Approval **DATE: 7/25/25**

PROJECT: **Horizon Municipal Facilities Phase 1, PO #008625** DX **JOB:** 1322

TO: EXIGO
211 N. Florance, Suite 204
El Paso, Texas 79901
Phone: (915) 533-0323

DESCRIPTION OF PROPOSAL:
Provide credit for the REVISED sanitary sewer design after CO #05 was approved.
CPO #05 was approved including the installation of two new manholes as per design. The two new manholes were not installed due to:

Manhole #1, unnecessary to the installation as noted by the owner
Manhole #2, installed by "others".

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
001	**Approved PCO #05 Sanitary Sewer**	lot	1		$ -	$ -	-$34,343.34
	As per ASI #03, credit in full to owner						$0.00
							$0.00
002	**Revise Sanitary Sewer scope of work**	lot	1		$ -	$ -	$21,162.14
	as per ASI #03R						
					subtotal		-$13,181.20
004	**General Liability**	LS	0.2800%	1			$0.00
005	**Builders Risk**	LS	0.4500%	1			$0.00
006	**P & P Bond**	LS	1.0000%	1			$0.00
					Subtotal		$0.00

Description	Percent	Amount
Overhead & Profit	0%	$0.00
Sales Tax	N/A	
	Total Cost	**-$13,181.20**

By: Hector Olave
Hector Olave / Dantex General Contractors
Date: 7/25/2025

By: _____
Date: _____

August 28, 2025

Elvia Schuller
City Clerk
Town of Horizon City
14999 Darrington Rd
Horizon City, TX 79928-7442

Dear Ms. Schuller:

We are pleased to enclose a model ordinance for your town to adopt:

2 To 1 City Matching Ratio

Effective January 1, 2026

As reflected in the Plan Change Study you previously received, when the town's matching ratio is increased, the town's contribution rate will increase to **6.66%** beginning January 1, 2026.

Please make sure the ordinance is adopted and signed before the effective date. When the ordinance is adopted, please send a copy to City Services at cityservices@tmrs.com.

If you have any questions about the model ordinance or anything else, please call me at 512-225-3742.

Sincerely,

Colin Davidson
Director of City and Member Services

TEXAS MUNICIPAL RETIREMENT SYSTEM
P.O. Box 149153 • Austin, Texas 78714-9153
800-924-8677 • www.tmrs.com

TOWN OF HORIZON CITY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE REGARDING THE TOWN OF HORIZON CITY, TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS TO INCREASE THE CITY'S MATCHING RATIO TO 6.66%.

WHEREAS, the Town of Horizon City, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act");

WHEREAS, each person who is or becomes an employee of the City on or after the effective date of the City's participation in the System in a position that normally requires services of 1,000 hours or more per year ("Employee") shall be a member of the System ("Member") as a condition of their employment;

WHEREAS, pursuant to TMRS Act §855.501, the City is electing to change its "current service annuity reserve on retirement" for its Members, which is more commonly referred to as its City matching ratio; and

WHEREAS, the City Council finds that it is in the public interest to, in accordance with TMRS Act §855.501, authorize a change in the City's matching ratio so that the City's match of an Employee's contributions at retirement is increased.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS AS FOLLOWS:

Authorization of a Change in City Matching Ratio on the Retirement of TMRS Members Who Were Employees.

(a) For each month of current service rendered to the City by a Member after the effective date of this Ordinance, the City elects to provide, at the time of such Member's retirement, a sum that is **200%** of such Member's accumulated contributions (as defined in the TMRS Act) for such month of employment and said sum shall be a liability of the City's account in the System's benefit accumulation fund in accordance with TMRS Act §§854.002 and 855.501.

(b) The change in City contributions shall be effective on the January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1.

Passed and approved the _____ day of_____, 2025.

TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO CONTENT:

By:_____
Lilia Gaytan, Finance Director

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth, City Attorney

RESOLUTION

TOWN OF HORIZON CITY

That the Mayor be authorized to sign the revised Interlocal Agreement with the County of El Paso for Animal Welfare Services in FY 2025 on behalf of the Town of Horizon City and that payment in the amount of $55,318.00 as specified therein is also authorized.

Passed and approved the 8th day of October 2024

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC

MUNICIPAL SEAL
OF HORIZON CITY, TEXAS

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

INTERLOCAL AGREEMENT FOR ANIMAL WELFARE SERVICES

This Agreement is entered into between the COUNTY OF EL PASO, TEXAS ("County of El Paso") and Horizon City, Texas ("Horizon City") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the County of El Paso and Horizon City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the El Paso County Animal Welfare Department employs animal welfare officers; and

WHEREAS, this Agreement for interlocal cooperation for the County of El Paso to provide certain animal welfare services to Horizon City is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, Horizon City desires to have the County of El Paso's designated local rabies control authority serve as Horizon City's designated authority, as necessary pursuant to state law; and

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the County of El Paso and Horizon City mutually agree as follows:

I. SCOPE OF SERVICES

The County of El Paso shall perform the following animal welfare services by and through the El Paso County Animal Welfare Department under the terms and conditions hereinafter stated, and Horizon City hereby accepts and agrees to the following terms and conditions:

A. The County of El Paso agrees to provide animal welfare services as determined to be appropriate by the El Paso County Animal Welfare Department staff and as required by law, including, but not limited to, investigating citizen complaints, conducting periodic patrols to proactively enforce appropriate City, County, and/or State animal-related rules and laws and engaging in the impoundment of stray animals, investigation of animal bite reports, quarantine of animals involved in bites, investigation of allegations of animal cruelty, and the euthanasia of

animals as necessary. The El Paso County Animal Welfare Department will not respond to complaints regarding barking dogs or noisy dogs.

B. Any animals impounded by the El Paso County Animal Welfare Department shall be delivered to the Shelter designated by Horizon City. Horizon City is responsible for any and all Shelter costs and fees, including, but not limited to, shelter impoundment fees, daily kenneling fees, vaccination fees, and spay/neuter fees.

C. Any stray cat trapped by the El Paso County Animal Welfare Department shall be placed in a trap•neuter-return program and shall be returned by the El Paso County Animal Welfare Department to the location where it was trapped. Trap-neuter-return is the process of humanely trapping, sterilizing, vaccinating for rabies, ear tipping, and returning a cat to the location where it was trapped. Horizon City shall be responsible for any fees or costs related to the sterilization, vaccination, or ear tipping of the cat.

D. Any time the El Paso County Animal Welfare Units are temporarily unavailable, the municipal police department or marshal shall respond to animal welfare calls, including but not limited to dangerous animal calls, to assess the situation and, when necessary, take immediate action.

E. The County of El Paso agrees to provide periodic free and/or low-cost spay/neuter events for low-income residents of Horizon City. The date, time, location, and frequency of these events shall be determined by the El Paso County Animal Welfare Department.

F. Nothing within the terms of this Agreement shall require the County of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

G. The County of El Paso agrees that it will keep accurate records of all services provided to Horizon City pursuant to this Agreement as part of its routine data collection processes and shall report such activities to Horizon City on a monthly basis via email.

II. LOCATION OF PERFORMANCE

The place where the services are to be performed is in Horizon City, Texas.

III. DESIGNATION OF LOCAL RABIES CONTROL AUTHORITY

The Parties agree that the individual or entity designated by the County of El Paso to serve as the local rabies control authority will serve as the local rabies control authority for Horizon City's designated authority, as necessary pursuant to Section 826.017, Texas Health and Safety Code.

IV. COUNTY ANIMAL REGULATIONS

The Parties acknowledge that the October 24, 2016 El Paso County Animal Regulations Order of the El Paso County Commissioners' Court, and any lawfully adopted successor orders and animal regulations, shall apply within the jurisdictional areas of Horizon City.

A. The El Paso County Animal Welfare Department Office will enforce the October 24, 2016 El Paso County Animal Regulations Order of the El Paso County Commissioners' Court, and any lawfully adopted successor orders and animal regulations, within the jurisdictional areas of Horizon City.

B. If Horizon City adopts animal regulations that supersede the County of El Paso animal regulations, the El Paso County Animal Welfare Department will enforce those municipal animal regulations to the extent that they are consistent with the County of El Paso animal regulations.

1. To the extent allowed by law, Horizon City agrees to pass all ordinances and resolutions necessary to give the El Paso County Animal Welfare Department the authority to issue citations for violations of any municipal animal regulations.

2. Horizon City will be responsible for making arrangements with the El Paso County Animal Welfare Department to provide a copy of any municipal animal regulations and municipal citation books. Horizon City shall provide the County a copy of any new or updated municipal ordinances relevant to this Agreement thirty calendar days prior to the effective date of the same. Additionally, Horizon City shall provide the County a copy of all current and relevant statutes for the County's enforcement on or before October 1st each year that this Agreement is in effect. The County will only enforce the ordinances or Orders adopted and provided by Horizon City according to this section.

3. The County of El Paso agrees that any citations issued for the violation of a municipal animal regulation will be filed with Horizon City Municipal Court. It is agreed that the appropriate personnel from the El Paso County Animal Welfare Department will be administratively directed to be present at such times as court sessions are set and cases involving said citations are on the court's docket, without the necessity for the issuance of a subpoena. Horizon City Municipal Court will provide reasonable notice of any case settings to the El Paso County Animal Welfare Department.

V. TIMES OF PERFORMANCE

The County of El Paso shall commence the provision of its services on the 1st day of October 2024 and shall terminate on the 30th day of September 2027, regardless of the date of execution of this Agreement, and which shall serve as the term of this Agreement. The County shall have the option to renew this agreement for five one-year terms upon the same terms and conditions contained in this agreement by providing written notice to Horizon City.

VI. COMPENSATION

A. Horizon City agrees to pay FIFTY-FIVE THOUSAND THREE HUNDRED AND EIGHTEEN DOLLARS ($55,318) for services rendered in accordance with this Agreement for year one. Payments shall be made in three equal, consecutive monthly installments, each in the amount of EIGHTEEN THOUSAND FOUR HUNDRED AND THIRTY NINE AND 34/100 DOLLARS ($18,439.34) with the first payment due and payable on the 2nd day of October 2024 or within 15 days after the date that Horizon City signs this Agreement, whichever is later.

B. Horizon City agrees to pay FIFTY-FIVE THOUSAND THREE HUNDRED AND EIGHTEEN DOLLARS ($55,318) for services rendered in accordance with this Agreement for year two. Payments shall be made in three equal, consecutive monthly installments, each in the amount of EIGHTEEN THOUSAND FOUR HUNDRED AND THIRTY NINE AND 34/100 DOLLARS ($18,439.34) with the first payment due and payable on the 2nd day of October 2025 or within 15 days after the date that Horizon City signs this Agreement, whichever is later.

C. Horizon City agrees to pay FIFTY-FIVE THOUSAND THREE HUNDRED AND EIGHTEEN DOLLARS ($55,318) for services rendered in accordance with this Agreement for year three. Payments shall be made in three equal, consecutive monthly installments, each in the amount of EIGHTEEN THOUSAND FOUR HUNDRED AND THIRTY NINE AND 34/100 DOLLARS ($18,439.34) with the first payment due and payable on the 2nd day of October 2026 or within 15 days after the date that Horizon City signs this Agreement, whichever is later.

Payments submitted under this Agreement shall be made payable to the County of El Paso, Attn: El Paso County Auditor, 320 S. Campbell, 1st Floor, El Paso, Texas 79901.

VII. TERMINATION

This Agreement may be terminated by either Party, without cause, by written notice received via certified mail at least forty-five (45) calendar days in advance of the effective date of termination.

VIII. MISCELLANEOUS

A. Notice. Unless otherwise provided herein, all notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the Parties. Notices are effective upon receipt. Parties may change their notice information in the same manner.

COUNTY: El Paso County Animal Welfare Department
9521 Socorro Rd. Suite B3
El Paso, Texas 79927

cc: Lorena Rodriguez
County Contract Administrator
500 E. San Antonio,
Room 302
El Paso, Texas 79901

HORIZON CITY: Andres Renteria
Mayor, Horizon City
14999 Darrington
Horizon City, TX 79928

B. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, except as specifically noted. Venue shall lie in El Paso County, Texas.

C. Entire Agreement: Amendment. This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter. No modifications or amendments to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

D. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

E. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

F. Force Majeure. Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts of God, acts or omissions of carriers, or other similar causes beyond their control.

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

H. Sovereign Immunity Acknowledged and Retained. The Parties acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by the County of any immunities from suit or liability that the County may have by operation of law. The County retains all governmental immunities.

I. No Personal Liability. This Agreement does not create any personal liability on the part of any employee, officer, or agent of any public body that may be a Party to this Agreement.

J. Compliance with Laws. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

K. Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities, with legal authority to do so.

COUNTY OF EL PASO

Ricardo A. Samaniego 10/28/2024
Ricardo A. Samaniego Date
County Judge

Crystal D. Reyes 11/19/2024
Crystal Reyes Date
Interim Director of Animal
Welfare Department

HORIZON CITY

10/8/24
Andres Renteria Date
Mayor

24-1345
9

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 (the "City") and Town of Horizon City, Texas ("Town of Horizon City"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Town of Horizon City and for which the Town of Horizon City shall pay to the City of El Paso ONE HUNDRED TEN AND NO/100 DOLLARS ($110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS ($27.00) for each dog or cat retrieved and an impound fee of SIXTY AND NO/100 DOLLARS ($60.00) and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS ($33.00), for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken ("Other Animal"), and EIGHTY-FIVE AND NO/100 DOLLARS ($85.00) and a daily handling fee of THIRTY-THREE and NO/100 DOLLARS ($33.00) for any horse retrieved from the Town of Horizon City or by residents of the Town of Horizon City, with the possibility for automatic renewal at the rates set forth in Schedule C to the City's Budget Resolution for the applicable fiscal year.

Approved this 19th **day of** November **2024.**

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

Terry Rebschull, Director
Animal Services Department

HQ#: 24-3276-Animal Services | TRAN-596358 | Resolution – Town of Horizon City – Interlcoal – (FY2025)| CLA

STATE OF TEXAS	)	**INTERLOCAL AGREEMENT BETWEEN**
	)	**TOWN OF HORIZON CITY, TEXAS AND CITY OF EL**
COUNTY OF EL PASO	)	**PASO, TEXAS FOR ANIMAL SERVICES**

THIS AGREEMENT is entered into between the CITY OF EL PASO, TEXAS ("City") and the TOWN OF HORIZON CITY, TEXAS ("Town of Horizon City") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City and Town of Horizon City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, on July 8, 2014, the City and the Town of Horizon City entered into an Interlocal Agreement for the provision of public health and environmental services by the City's Department of Public Health and its Department of Environmental Services to the unincorporated areas of the Town of Horizon City; and

WHEREAS, on July 8, 2015, the City of El Paso and the Town of Horizon City entered in to Second Amendment to Interlocal Agreement, recognizing that the City should not bear the sole financial responsibility for the cost of boarding those animals retrieved from the unincorporated areas of the Town of Horizon City and delivered to the City of El Paso's Animal Shelter by those Town of Horizon City residents who reside in the unincorporated areas of the Town of Horizon City; and

WHEREAS, this Agreement for interlocal cooperation for the City to provide certain animal services to the Town of Horizon City is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the Town of Horizon City desires to have the El Paso County Director of Animal Welfare serve as the Town of Horizon City's designated local rabies control authority

WHEREAS, the Town of Horizon City requests assistance from the City's Animal Services Department as the Town of Horizon City has limited availability to house animals that it retrieves or other individuals or entities retrieve within the unincorporated areas of the Town of Horizon City and

WHEREAS, the Town of Horizon City desires to have the City's Animal Shelter Advisory Committee serve as the Town of Horizon City's Animal Shelter Advisory Committee; and

WHEREAS, the Town of Horizon City will make available and/or transfer to the City certain information, in conjunction with goods or services that are being provided by the City to

the **Town** of Horizon City, which is confidential and must be afforded special treatment and protection; and

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the Town of Horizon City and the City mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City shall perform the following animal services by and through its Department of Animal Services under the terms and conditions hereinafter stated, and the Town of Horizon City hereby accepts and agrees to the following terms and conditions:

1.1.1 The City agrees to provide the following animal shelter services:

1.1.1.1 The City may receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that is delivered to the Shelter by the Town of Horizon City or by residents of Town of Horizon City. The City may handle each animal that is delivered to the Shelter either by the Town of Horizon City or by residents of Town of Horizon City, whether it be in order to reunite said animal with its owner, quarantine, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.

An animal impounded as an owned animal (i.e. with a collar, microchip, tags or other indication of ownership) is reclaimed within 6 days after entering the Shelter, or an animal impounded as a stray (unowned animal) is reclaimed within 72 hours after entering the Shelter, the animal may be adopted, transferred, or humanely disposed of by the Shelter.

1.1.1.2 The City will accept up to ten (10) Community (trap-neuter-return) cats captured by the Town of Horizon City or by residents of the Town of Horizon City, collectively, per month. The City shall spay/neuter, vaccinate and ear tip those cats that are healthy enough to alter and that are not already altered, and the Town of Horizon City or the residents of the Town of Horizon City who trapped the cat, shall return the cat to the location where they trapped the cat. The Town of Horizon City will pay a $35 fee to the City for each cat that was delivered by the Town of Horizon City, or by the residents of the Town of Horizon City, that was spayed/neutered by the City. The City will send a monthly invoice to the Town of Horizon City to receive this payment.

1.1.1.3 In order to facilitate ease of data sharing with the Town of Horizon City for the purpose of identifying pet owners and potentially reuniting an animal with its owner without the Town of Horizon City's need to take the animal to the Shelter, the City shall provide PetPoint access to the Town of Horizon City for use by Town of Horizon City Animal Control Officers. Both parties shall adhere to the provisions of Texas Health and Safety Code Sections 826.0211 and 826.0311.

1.1.1.4 The City's Mission Valley spay/neuter facility may be available to all Town of Horizon City residents at the City's regular fee basis and those residents shall pay for said service.

1.2 The City 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, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

1.3 The City and Town of Horizon City agrees that in accordance with the provisions of any and all grants agreements or grant awards from federal and state agencies that are awarded on a county-wide basis, the City or Town of Horizon City will provide services in the unincorporated areas of the County and all municipalities within El Paso County as required under the applicable grant provisions. Provided however, nothing in this Agreement shall obligate the City to perform services if the grant funds relating to a particular grant are not currently being paid to the City, and in any such instances, the Director of the City's Department of Animal Services shall give written notice to the Town of Horizon City that the City is not providing the particular services for the reason that it has not received funding under the applicable grant. The City will provide written notice to the Town of Horizon City of grant funding which becomes discontinued or terminated, and any election by the City not to seek the renewal of grants existing at the effective date of this Agreement.

1.4 Nothing within the terms of this Agreement shall require the City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

1.5 The City agrees that it will keep accurate records of all services provided to the Town of Horizon City pursuant to this Agreement as part of its routine data collection processes and the City may also report data on its web site on a monthly basis.

1.5.1 For the purposes of this section the point of contact for the Town of Horizon City is Marco Vargas, Chief of Police. The Town of Horizon City Contract Administrator is Araceli

Gonzalez, until such time as the Town of Horizon City notifies the City of a new point of contact and address for notice.

1.6 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and other services for which appropriate legal authority has not been granted to the City, shall be null and void and of no force and effect, and the City shall not be obligated to provide those services.

1.7 The Town of Horizon City acknowledges that the City's stated goal for the City's Animal Shelter is to reach and sustain a no-kill status equivalent to a 90% live release rate by 2025. In order to achieve this goal, the City's animal welfare programs currently include the following: 1) community cat/feral cat trap-neuter-return; 2) high-volume, low-cost spay/neuter; 3) rescue groups; 4) foster care; 5) comprehensive adoption programs; 6) pet retention; 7) medical and behavior programs; 8) public/community relations; 9) volunteers and 10) proactive redemptions. The City's Animal Shelter partners, including the Town of Horizon City, shall aim to participate in these animal welfare programs within their respective jurisdictions. The Town of Horizon City will, in good faith, attempt to comply with the City's stated animal life-saving efforts and shall not institute contrary programs, ordinances or policies to those listed in this paragraph, and shall not negatively affect the City's stated live-release goal.

1.8 Registration, vaccination, and microchips

1.8.1 Title 7 of the El Paso Municipal Code requires all City contracts involving other municipalities or government entities must be consistent with the requirements of Chapter 7.12.020 – Registration, vaccination, and microchips required.

2. **LOCATION OF PERFORMANCE.** The place where the City's services are to be performed is primarily at the Shelter and adoption centers.

3. **DESIGNATION OF ANIMAL SHELTER ADVISORY COMMITTEE.** The Parties agree that the currently established Animal Shelter Advisory Committee ("ASAC") will serve as the statutorily required advisory committee described in Section 823.005, Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The term of this Agreement is for a one year period beginning on the 1st day of September 2024, regardless of the date of execution of this Agreement, and that term shall end on August 31, 2025.

4.1 This Agreement will automatically renew each year unless the parties execute a new agreement by August 31st for the next year of performance or unless either party terminates

this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the parties agree that if the City of El Paso adopts Schedule C in August of 2023, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2023 through August 31, 2024. For each year that this agreement will be automatically renewed, the City shall notify the Town of Horizon City by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the Town of Horizon City notifies the City that the new rates are unacceptable, the parties shall negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended until October 31st by agreement of the parties.

5. **COMPENSATION.**

5.1 The Town of Horizon City agrees to pay the amount specifically addressed below in Sections 5.2 and 5.3. Within thirty days of receipt, the Town of Horizon City agrees to pay the monthly invoice that is sent to the Town of Horizon City by the City for the services described in this Agreement.

5.2 Fees:

a. DOGS & CATS - The Town of Horizon City agrees to pay an impound fee of ONE HUNDRED TEN AND NO/100 DOLLARS ($110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS ($27.00) for each dog or cat retrieved from the areas of the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City or by residents of Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement.

b. OTHER ANIMALS - The Town of Horizon City agrees to pay an impound fee of $60.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS ($33.00), for

any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken retrieved from the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City or by residents of the Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement.

c. HORSE - The Town of Horizon City agrees to pay an impound fee of $85.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS ($33.00) for any horse retrieved from the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City or by residents of the Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement.

5.3 In addition to the impound fee of $110.00 per unowned animal retrieved from the Town of Horizon City and delivered to the Shelter by the Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement for those services rendered pursuant to Subsection 1.1.1.1 to this Agreement, the Town of Horizon City also agrees to pay a daily quarantine fee of TWENTY-SEVEN AND NO/100 DOLLARS ($27.00) for any unowned animal retrieved from the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City that is suspected of having rabies, is pending a bite investigation, or is pending an animal cruelty investigation. Owned animals should be quarantined at a quarantine approved clinic or hospital. The City shall maintain detailed records supporting all billings and fee reimbursements and shall remit such information with its billings to the Town of Horizon City.

5.4 The Parties acknowledge that the funds paid by the Town of Horizon City pursuant to Sections 5.1 through 5.3 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. rabies) in the Town of Horizon City. The Town of Horizon City shall name a person to serve as a point of contact to discuss these types of public health threats, its intervention, and any additional costs that the Town of Horizon City will need to pay to defray the resulting expenses. The Town of Horizon City point of contact is Marco Vargas, Chief of Police at the Town of Horizon City's address below until such time as the Town of Horizon City provides another address for notice or point of contact in writing.

5.5 El Paso Animal Services will provide the Town of Horizon City's point of contact a weekly inventory of animals from the unincorporated areas of the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City or by residents of the Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** All payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Financial Services, P.O. Box 1890, El Paso, TX 79950-1890, or to the address provided by the City to the Town of Horizon City in writing in the event the City relocates without the need to formally amend this Agreement in the event of an address change. In addition to the compensation provided for herein, the City shall retain all proceeds received from inspection, permit, and animal registration fees collected in the Town of Horizon City. If a payment is not received by the City within thirty (30) days of delivery of the invoice, the City may charge the applicable interest rate under the Texas Prompt Payment Act, pursuant to Texas Government Code Chapter 2251. In the event that the Town of Horizon City accrues an arrearage on payment, the City 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.** For purposes of determining the law governing the same, this Agreement is entered into in the City and Town of Horizon City, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

7.1 *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 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.

7.2 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City 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, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.3 *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, THE CITY WILL NOT BE LIABLE TO ANY 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.

7.4 *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. **INDEPENDENT CONTRACTORS.** The City and the Town of Horizon City are independent legal entities. 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 nor the Town of Horizon City 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.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon thirty 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: City of El Paso
Attn: City Manager
PO Box 1890
El Paso, Texas 79950-1890

TOWN OF HORIZON CITY: Town of Horizon City
14999 Darrington Road
Horizon City, 79928

10. **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.

11. **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.

12. **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.

(Signature pages follow)

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the Town of Horizon City, Texas.

APPROVED this 19th **day of** November, 2024

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

Terry K. Kebschull, Director
Department of Animal Services

(Signatures continue on the following page)

24-1545

Signature page for the Town of Horizon City, Interlocal Agreement between the City of El Paso and the Town of Horizon City, Texas.

APPROVED this 12th **day of** November, **20** 24.

TOWN OF HORIZON

Andres Renteria
Mayor Town of Horizon City

ATTEST:

Elvia Schuller
Town of Horizon City Clerk

APPROVED AS TO FORM:

Sylvia Birth
Town of Horizon City Attorney

Schedule C Proposal

Line No.	Department	Fee Description	Detail	FY23 Adopted	Proposed Change
1002	Animal Services	Municipal Contract Fees - Impoundment	Class A: Dog, Cat, Exotic, Ferret not requiring capture by division personnel, Each Animal	$60	**$110**
1003	Animal Services	Municipal Contract Fees - Impoundment	Class B: Goats, Sheep, Lambs, Pigs Sows, Shoats, Calves, Foals and Animals of the same Approximate Size and Weight, Each Animal	$60	No Change
1004	Animal Services	Municipal Contract Fees - Impoundment	Class C: Horses, Ponies, Mules and Animals of Same Size and Weight, Each Animal	$85	No Change
1005	Animal Services	Municipal Contract Fees - Impoundment	Class D: Exotic Animals: Requiring Capture by Division Personnel, Each Animal	$85	No Change
1006	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class A	$18 per day	**$27 per day**
1007	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class B	$23 per day	**$33 per day**
1008	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class C	$23 per day	**$33 per day**
1009	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class D	$23 per day	**$33 per day**
1010	Animal Services	Municipal Contract Fees - Quarantine		$18 per day	**$27 per day**

TITLE 7 of the El Paso Municipal Code

7.12.020. Registration, vaccination, and microchips required.

A. Dogs, cats and ferrets shall be registered, vaccinated and have an implanted microchip as provided in this title.

1. No person who is a resident of the city shall have within the city for more than thirty days any dog, cat or ferret four months of age or older unless such dog, cat or ferret is currently registered with the program.

2. No person who is not a resident of the city shall have within the city any dog, cat or ferret for more than ninety days unless such dog, cat or ferret is currently registered with program.

3. No dog, cat or ferret shall be registered unless it has a current vaccination as is required by the director and an implanted microchip. A registration certificate and tag may be obtained from veterinarians who have obtained authority from the program to issue them, or from an employee at the center upon presentation of a certificate of current vaccination and evidence of microchip.

4. No person shall have within the city any dog, cat or ferret four months of age or older for more than ten days unless such dog, cat or ferret is currently vaccinated against rabies.

5. An ear tipped cat that has been processed through the trap-neuter-return protocol shall be exempt from the registration and microchip requirements of this chapter. A person who requests that the program implant a microchip into or register an ear tipped cat that has been processed through the trap-neuter-return protocol, shall pay the applicable fee authorized by City Council for said service.

6. All city contracts involving other municipalities or government entities must be consistent with the requirements of this chapter.

RESOLUTION

TOWN OF HORIZON CITY

That the Mayor be authorized to sign the revised Interlocal Agreement with the County of El Paso for Animal Welfare Services in FY 2025 on behalf of the Town of Horizon City and that payment in the amount of $55,318.00 as specified therein is also authorized.

Passed and approved the 8th day of October 2024

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC

MUNICIPAL SEAL
TOWN OF HORIZON CITY, TEXAS

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

INTERLOCAL AGREEMENT FOR ANIMAL WELFARE SERVICES

This Agreement is entered into between the COUNTY OF EL PASO, TEXAS ("County of El Paso") and Horizon City, Texas ("Horizon City") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the County of El Paso and Horizon City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the El Paso County Animal Welfare Department employs animal welfare officers; and

WHEREAS, this Agreement for interlocal cooperation for the County of El Paso to provide certain animal welfare services to Horizon City is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, Horizon City desires to have the County of El Paso's designated local rabies control authority serve as Horizon City's designated authority, as necessary pursuant to state law; and

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the County of El Paso and Horizon City mutually agree as follows:

I. SCOPE OF SERVICES

The County of El Paso shall perform the following animal welfare services by and through the El Paso County Animal Welfare Department under the terms and conditions hereinafter stated, and Horizon City hereby accepts and agrees to the following terms and conditions:

A. The County of El Paso agrees to provide animal welfare services as determined to be appropriate by the El Paso County Animal Welfare Department staff and as required by law, including, but not limited to, investigating citizen complaints, conducting periodic patrols to proactively enforce appropriate City, County, and/or State animal-related rules and laws and engaging in the impoundment of stray animals, investigation of animal bite reports, quarantine of animals involved in bites, investigation of allegations of animal cruelty, and the euthanasia of

animals as necessary. The El Paso County Animal Welfare Department will not respond to complaints regarding barking dogs or noisy dogs.

B. Any animals impounded by the El Paso County Animal Welfare Department shall be delivered to the Shelter designated by Horizon City. Horizon City is responsible for any and all Shelter costs and fees, including, but not limited to, shelter impoundment fees, daily kenneling fees, vaccination fees, and spay/neuter fees.

C. Any stray cat trapped by the El Paso County Animal Welfare Department shall be placed in a trap•neuter-return program and shall be returned by the El Paso County Animal Welfare Department to the location where it was trapped. Trap-neuter-return is the process of humanely trapping, sterilizing, vaccinating for rabies, ear tipping, and returning a cat to the location where it was trapped. Horizon City shall be responsible for any fees or costs related to the sterilization, vaccination, or ear tipping of the cat.

D. Any time the El Paso County Animal Welfare Units are temporarily unavailable, the municipal police department or marshal shall respond to animal welfare calls, including but not limited to dangerous animal calls, to assess the situation and, when necessary, take immediate action.

E. The County of El Paso agrees to provide periodic free and/or low-cost spay/neuter events for low-income residents of Horizon City. The date, time, location, and frequency of these events shall be determined by the El Paso County Animal Welfare Department.

F. Nothing within the terms of this Agreement shall require the County of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

G. The County of El Paso agrees that it will keep accurate records of all services provided to Horizon City pursuant to this Agreement as part of its routine data collection processes and shall report such activities to Horizon City on a monthly basis via email.

II. LOCATION OF PERFORMANCE

The place where the services are to be performed is in Horizon City, Texas.

III. DESIGNATION OF LOCAL RABIES CONTROL AUTHORITY

The Parties agree that the individual or entity designated by the County of El Paso to serve as the local rabies control authority will serve as the local rabies control authority for Horizon City's designated authority, as necessary pursuant to Section 826.017, Texas Health and Safety Code.

IV. COUNTY ANIMAL REGULATIONS

The Parties acknowledge that the October 24, 2016 El Paso County Animal Regulations Order of the El Paso County Commissioners' Court, and any lawfully adopted successor orders and animal regulations, shall apply within the jurisdictional areas of Horizon City.

A. The El Paso County Animal Welfare Department Office will enforce the October 24, 2016 El Paso County Animal Regulations Order of the El Paso County Commissioners' Court, and any lawfully adopted successor orders and animal regulations, within the jurisdictional areas of Horizon City.

B. If Horizon City adopts animal regulations that supersede the County of El Paso animal regulations, the El Paso County Animal Welfare Department will enforce those municipal animal regulations to the extent that they are consistent with the County of El Paso animal regulations.

1. To the extent allowed by law, Horizon City agrees to pass all ordinances and resolutions necessary to give the El Paso County Animal Welfare Department the authority to issue citations for violations of any municipal animal regulations.

2. Horizon City will be responsible for making arrangements with the El Paso County Animal Welfare Department to provide a copy of any municipal animal regulations and municipal citation books. Horizon City shall provide the County a copy of any new or updated municipal ordinances relevant to this Agreement thirty calendar days prior to the effective date of the same. Additionally, Horizon City shall provide the County a copy of all current and relevant statutes for the County's enforcement on or before October 1st each year that this Agreement is in effect. The County will only enforce the ordinances or Orders adopted and provided by Horizon City according to this section.

3. The County of El Paso agrees that any citations issued for the violation of a municipal animal regulation will be filed with Horizon City Municipal Court. It is agreed that the appropriate personnel from the El Paso County Animal Welfare Department will be administratively directed to be present at such times as court sessions are set and cases involving said citations are on the court's docket, without the necessity for the issuance of a subpoena. Horizon City Municipal Court will provide reasonable notice of any case settings to the El Paso County Animal Welfare Department.

V. TIMES OF PERFORMANCE

The County of El Paso shall commence the provision of its services on the 1st day of October 2024 and shall terminate on the 30th day of September 2027, regardless of the date of execution of this Agreement, and which shall serve as the term of this Agreement. The County shall have the option to renew this agreement for five one-year terms upon the same terms and conditions contained in this agreement by providing written notice to Horizon City.

VI. COMPENSATION

A. Horizon City agrees to pay FIFTY-FIVE THOUSAND THREE HUNDRED AND EIGHTEEN DOLLARS ($55,318) for services rendered in accordance with this Agreement for year one. Payments shall be made in three equal, consecutive monthly installments, each in the amount of EIGHTEEN THOUSAND FOUR HUNDRED AND THIRTY NINE AND 34/100 DOLLARS ($18,439.34) with the first payment due and payable on the 2nd day of October 2024 or within 15 days after the date that Horizon City signs this Agreement, whichever is later.

B. Horizon City agrees to pay FIFTY-FIVE THOUSAND THREE HUNDRED AND EIGHTEEN DOLLARS ($55,318) for services rendered in accordance with this Agreement for year two. Payments shall be made in three equal, consecutive monthly installments, each in the amount of EIGHTEEN THOUSAND FOUR HUNDRED AND THIRTY NINE AND 34/100 DOLLARS ($18,439.34) with the first payment due and payable on the 2nd day of October 2025 or within 15 days after the date that Horizon City signs this Agreement, whichever is later.

C. Horizon City agrees to pay FIFTY-FIVE THOUSAND THREE HUNDRED AND EIGHTEEN DOLLARS ($55,318) for services rendered in accordance with this Agreement for year three. Payments shall be made in three equal, consecutive monthly installments, each in the amount of EIGHTEEN THOUSAND FOUR HUNDRED AND THIRTY NINE AND 34/100 DOLLARS ($18,439.34) with the first payment due and payable on the 2nd day of October 2026 or within 15 days after the date that Horizon City signs this Agreement, whichever is later.

Payments submitted under this Agreement shall be made payable to the County of El Paso, Attn: El Paso County Auditor, 320 S. Campbell, 1st Floor, El Paso, Texas 79901.

VII. TERMINATION

This Agreement may be terminated by either Party, without cause, by written notice received via certified mail at least forty-five (45) calendar days in advance of the effective date of termination.

VIII. MISCELLANEOUS

A. Notice. Unless otherwise provided herein, all notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the Parties. Notices are effective upon receipt. Parties may change their notice information in the same manner.

COUNTY: El Paso County Animal Welfare Department
9521 Socorro Rd. Suite B3
El Paso, Texas 79927

cc: Lorena Rodriguez
County Contract Administrator
500 E. San Antonio,
Room 302
El Paso, Texas 79901

HORIZON CITY: Andres Renteria
Mayor, Horizon City
14999 Darrington
Horizon City, TX 79928

B. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, except as specifically noted. Venue shall lie in El Paso County, Texas.

C. Entire Agreement: Amendment. This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter. No modifications or amendments to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

D. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

E. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

F. Force Majeure. Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts of God, acts or omissions of carriers, or other similar causes beyond their control.

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

H. Sovereign Immunity Acknowledged and Retained. The Parties acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by the County of any immunities from suit or liability that the County may have by operation of law. The County retains all governmental immunities.

I. No Personal Liability. This Agreement does not create any personal liability on the part of any employee, officer, or agent of any public body that may be a Party to this Agreement.

J. Compliance with Laws. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

K. Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities, with legal authority to do so.

COUNTY OF EL PASO

Ricardo A. Samaniego 10/28/2024
Ricardo A. Samaniego Date
County Judge

Crystal D. Reyes 11/19/2024
Crystal Reyes Date
Interim Director of Animal
Welfare Department

HORIZON CITY

10/8/24
Andres Renteria Date
Mayor

STATE OF TEXAS |
|
COUNTY OF EL PASO |

FIRST OPTION TO RENEW THE INTERLOCAL AGREEMENT FOR ANIMAL WELFARE SERVICES

On the 1st day of October, 2024, the County of El Paso, Texas ("County of El Paso") and Horizon City, Texas, ("Horizon City") entered into an Interlocal Agreement for Animal Welfare Services ("Agreement"), under County contract #2024-818. The Agreement is attached hereto and made a part hereof for all purposes.

The Parties now desire to exercise an option to renew the Agreement as permitted under Section **V. TIMES OF PERFORMANCE**.

1. This is the first of five options to renew the Agreement.
2. This renewal period shall be from January 1, 2026 to December 31, 2026.

All other terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the Parties execute this First Option to Renew Agreement which shall be effective on the 1st day of October, 2025, regardless of the date of execution.

THE COUNTY OF EL PASO

By_____
Ricardo A. Samaniego
County Judge

Horizon City

By_____
Andres Renteria
Mayor

RESOLUTION

TOWN OF HORIZON CITY

That the Mayor be authorized to sign the First Option to Renew the Interlocal Agreement For Animal Welfare Services by and between the Town of Horizon City and the County of El Paso dated January 1, 2026, and identified as County Contract #2024-818 to extend the Agreement for a term ending on December 31, 2026. All other terms and conditions of the Agreement remain the same.

PASSED AND APPROVED THE ___ DAY OF OCTOBER 2025.

TOWN OF HORIZON CITY

By:_____
Andres Reneria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth
City Attorney

TOWN OF HORIZON CITY
MEMORANDUM

Date: October 14, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planning Director

SUBJECT: On the submitted **Preliminary Replat** application for **Horizon Manor Unit Three Replat "A" (Case No. SUC25-0004)**, legally described as a portion of Lot 19, Block 9, Horizon Manor Unit Three, Horizon, El Paso County, Texas. Containing 2.2603 acres ±. Applicant/Representative: SLI Engineering.

On September 15, 2025, the Planning & Zoning Commission unanimously recommended approval of the Horizon Manor Unit Three Replat “A” Preliminary Plat.

The application meets all minimum requirements of a preliminary subdivision plat and staff recommends approval of Horizon Manor Unit Three Replat “A” Preliminary Plat.

Attached for your review is the staff report that was prepared for the Planning and Zoning Commission.

TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: **SDP25-0004 Horizon Manor Unit Three Replat A**

Application Type: **Preliminary Replat Application**
P&Z Hearing Date: September 15, 2025
Staff Contact: Art Rubio, Chief Planner
915-852-1046, Ext. 407; arubio@horizoncity.org

Address/Location: North of Opossum Cir. and West of Duanesburg St
Property ID Nos.: H79100300900190
Legal Description: A portion Lot 19, Block 9, Horizon Manor Unit Three, Horizon, El Paso County, Texas.
Property Owner: JPD Properties, LLC
Applicant/Rep.: SLI Engineering
Nearest Park: Golden Eagle Park
Nearest School: Frank Macias Elementary School

SURROUNDING PROPERTIES:		
	Zoning	**Land Use**
N	R-3	Residential
E	R-9	Residential
S	R-3	Residential
W	R-8	Residential
LAND USE AND ZONING:		
	Existing	**Proposed**
Land Use	Ponding	Residential Subdivision / Pond
Zoning	R-2 Residential	R-2 Residential

Application Description:
Preliminary Subdivision:
The proposed preliminary residential subdivision includes 16 lots for single-family residential development, the smallest lot measuring approximately 5,713.38 sq. ft. and the largest lot measuring approximately 6,498.41 sq. ft

Parkland Dedication and Fees
The density proposed by the applicant does not require parkland dedication. Parks fees in the amount of $6,400 is required for 16 proposed lots at $400.00 per unit, pursuant to Chapter 10 Subdivision Ordinance, Section 2.8 Parkland Dedication and Fees in Lieu.

Staff Recommendation:
Staff recommends approval subject to addressing all pending comments prior to City Council Meeting.

Planning Division Comments:

1. ~~Missing square footage of each proposed residential lot.~~
2. ~~Please call out lot depth and width for each proposed residential lot.~~

Town Engineer Comments:

1. ~~In accordance with Town of Horizon City Subdivision Ordinance 4.2.2.2, show key plan.~~
2. ~~In accordance with Town of Horizon City Subdivision Ordinance 4.2.2.5, show pertinent existing utilities on adjacent roads such as water and sewer mains with respective sizes.~~
3. ~~In accordance with Town of Horizon City Subdivision Ordinance 4.2.2.5, show the total acreage of each lot is to be indicated below the lot number.~~

El Paso 9-1-1 District Comments:

EL Paso County

TxDOT Comments:

El Paso Electric Company:

~~Please add a 10' wide utility easement to the front of the lots.~~

Texas Gas Service:

In reference to case Replat Application for "Horizon Manor Unit Three Replat "A", Texas Gas Service does not have any comments.

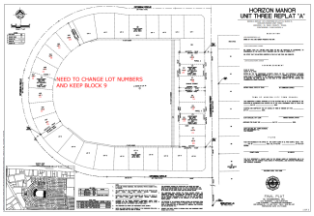
El Paso Natural Gas / Kinder Morgan:

Clint ISD:

El Paso Central Appraisal District Comments (EPCAD):

~~Please see attached map for comments for Horizon Manor #3 replat A from Central Appraisal~~

1. ~~Need to change lot numbers and keep Block 9~~



HRMUD:

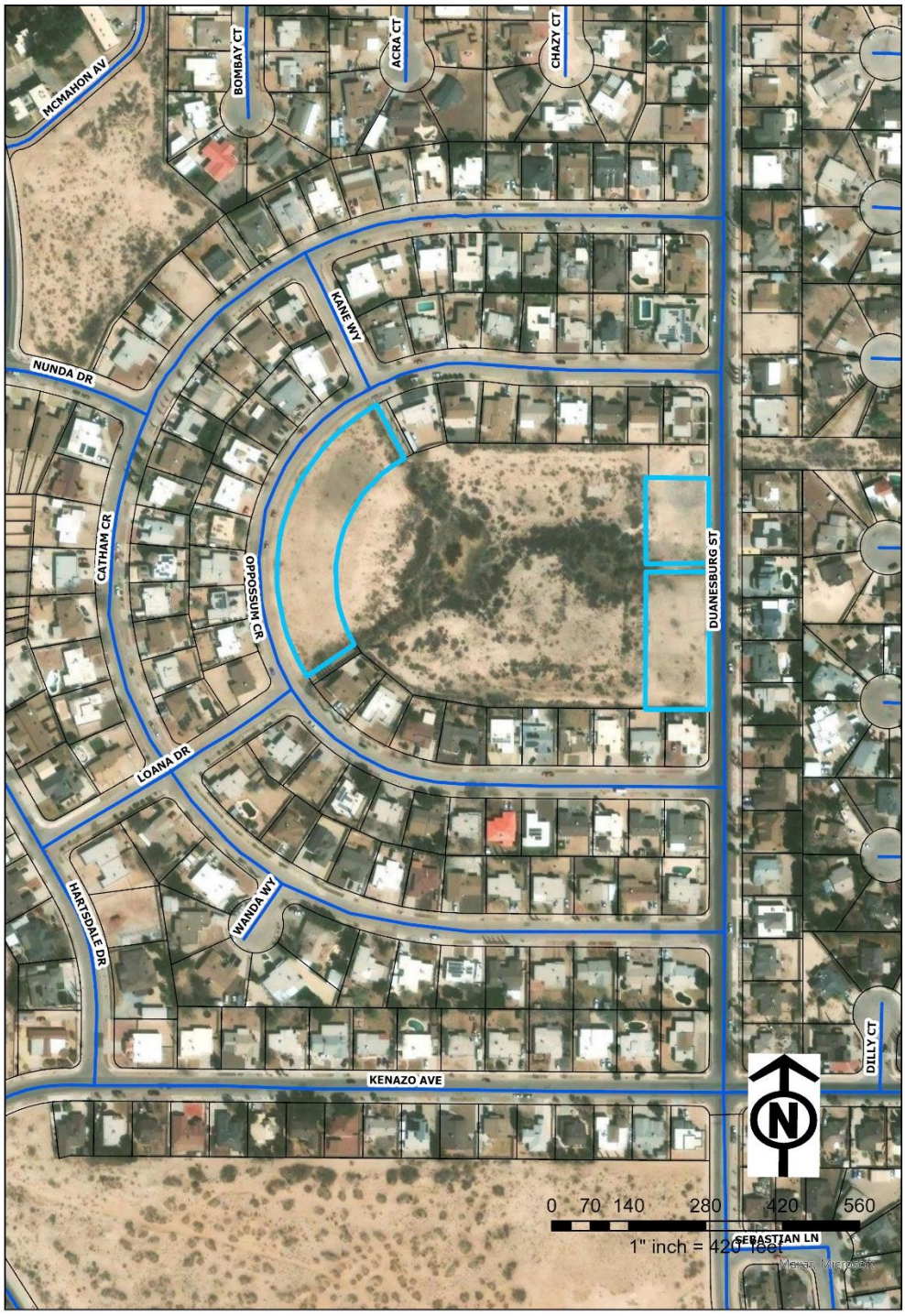
1. Developer must apply for service application to determine system capacities and confirm additional improvements/extensions to serve the proposed development
2. ~~Horizon regional mud on note no. 9~~

Attachments:

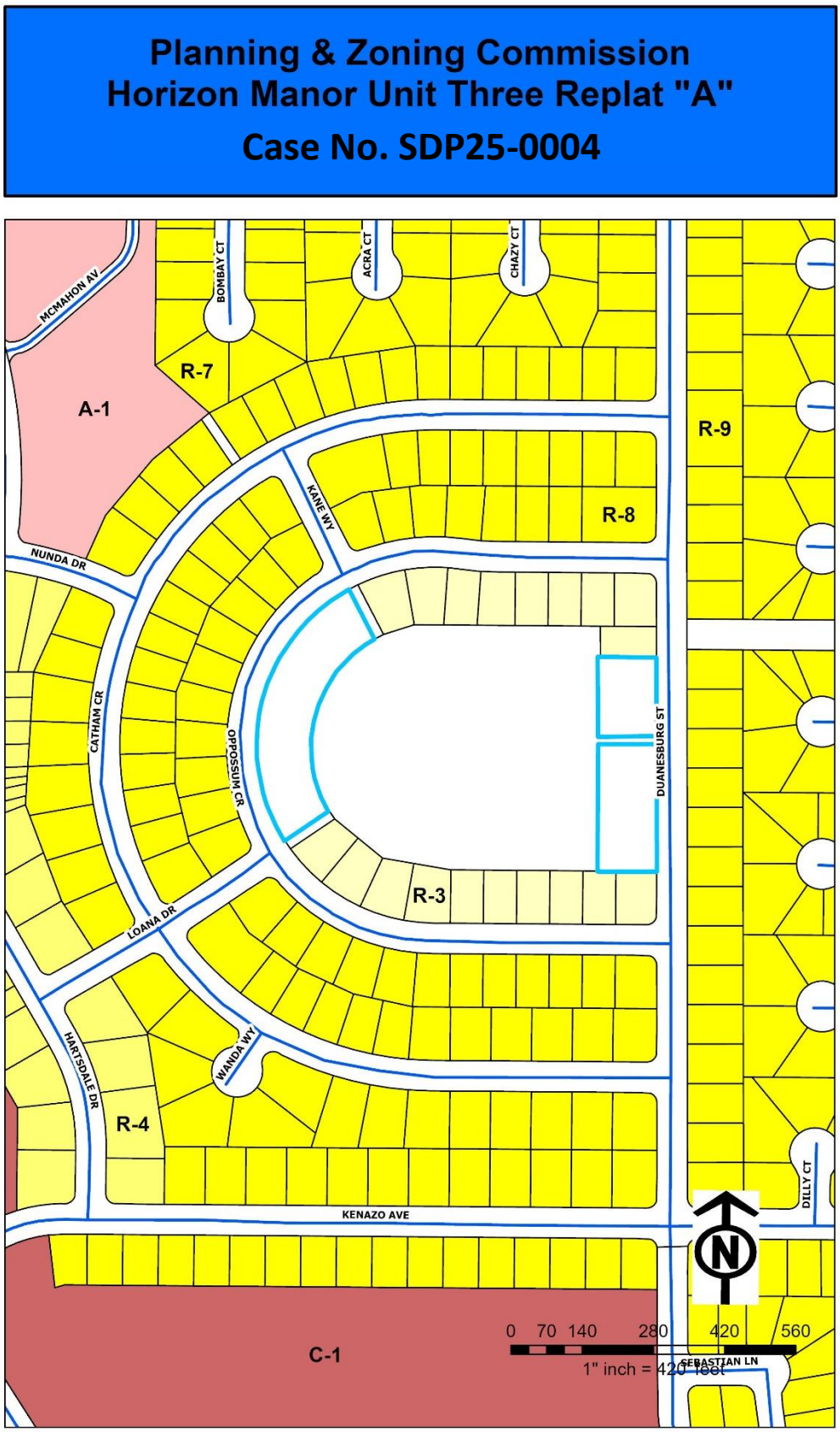
1 - Aerial
2 – Zoning Designation Map
3 - Location Map
4 – Preliminary Plat
5 – Existing Right-of-Way Cross Sections
6 – Replat Application

Attachment 1: Aerial Map

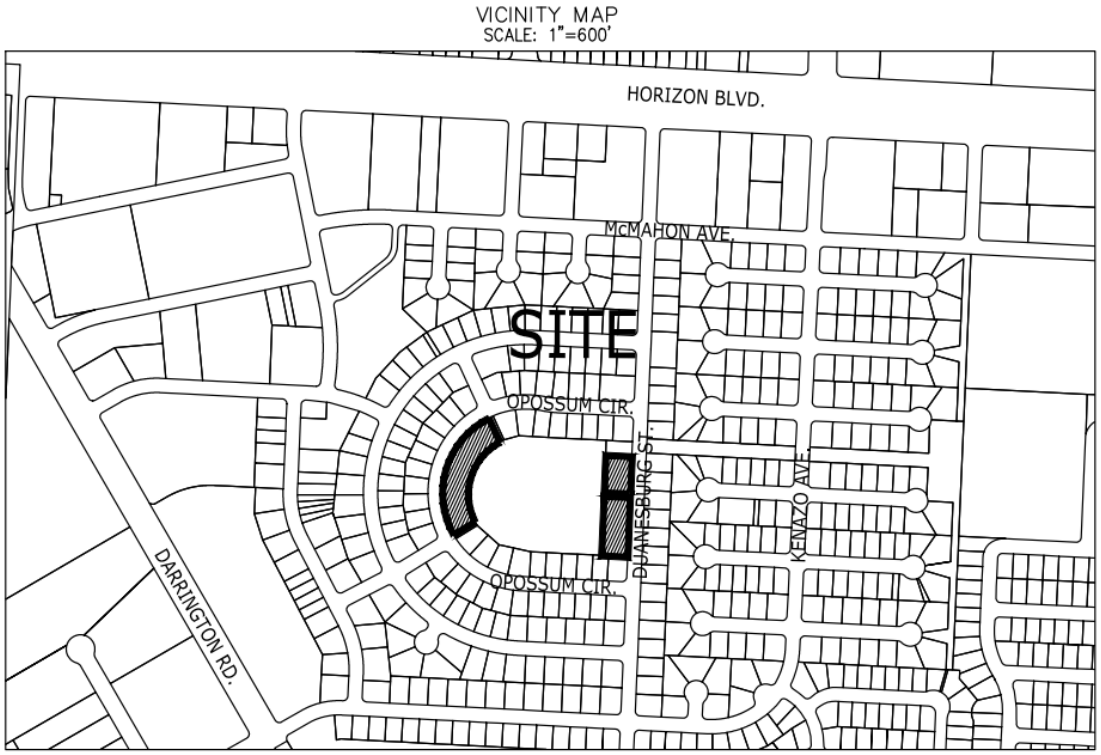
Planning & Zoning Commission
Horizon Manor Unit Three Replat "A"
Case No. SDP25-0004



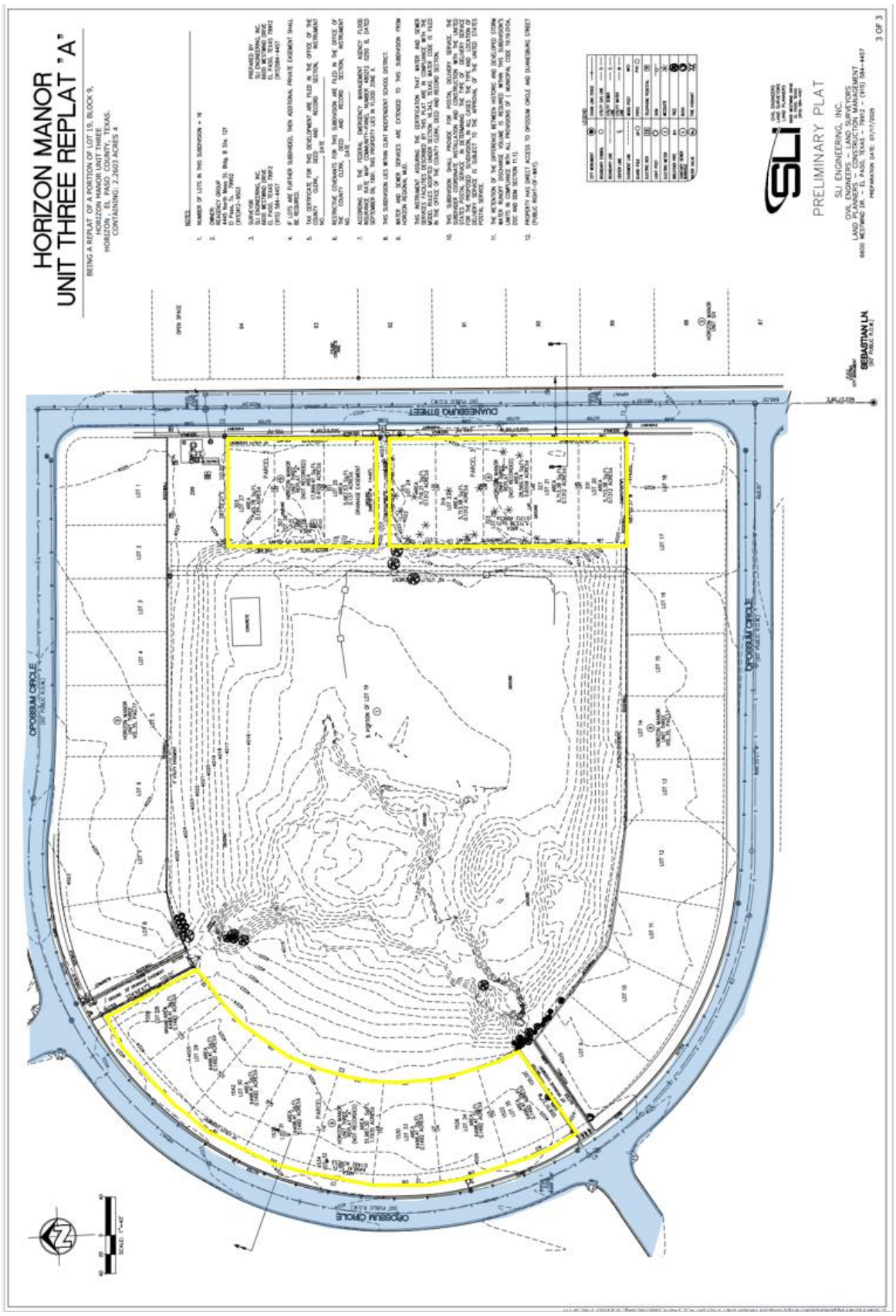
Attachment 2: Zoning Designation Map



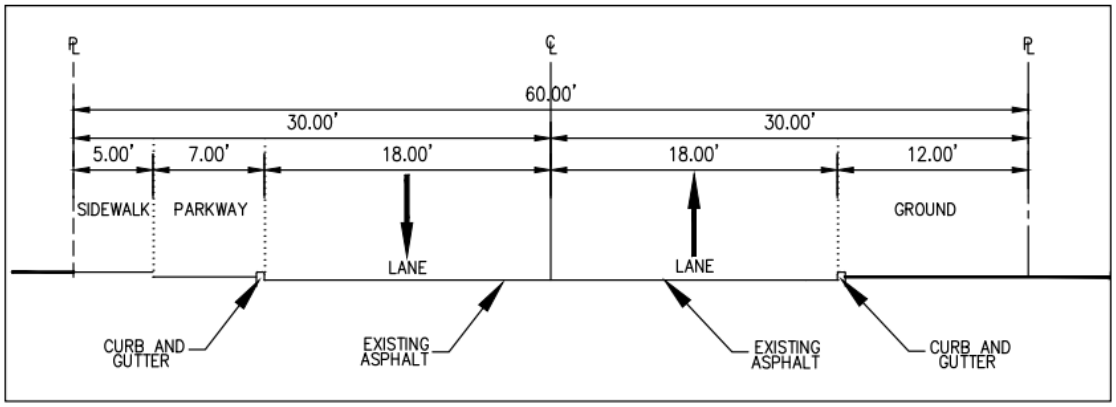
Attachment 3: Location Map



Attachment 4: Preliminary Subdivision Plat

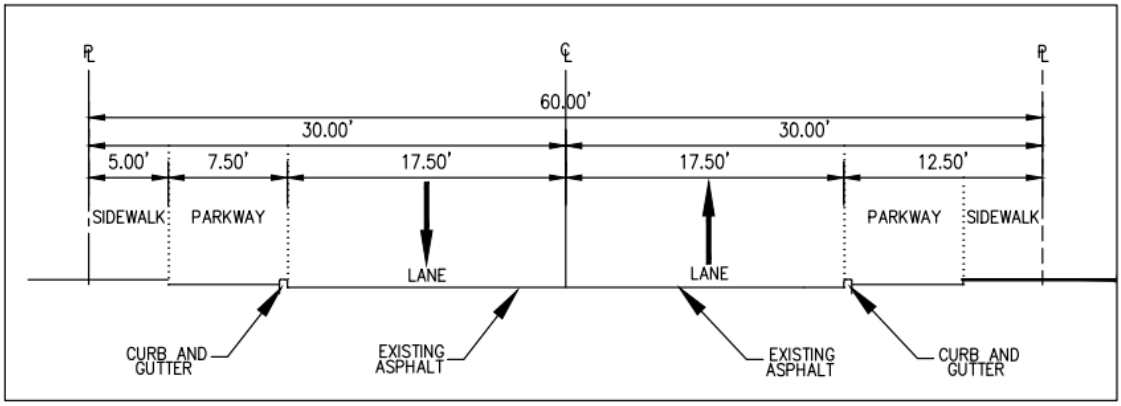


Attachment 5: Existing Right-of-Way Cross Sections



OPOSSUM CIRCLE "A - A"

LOCAL STREET
SCALE: 1"=10'



DUANESBURG STREET "B - B"

LOCAL STREET
SCALE: 1"=10'

Attachment 6: Replat Application

14999 Darrington Road
Horizon City, Texas 79928
Phone 915-852-1046 Fax 915-852-1005

REPLAT APPLICATION

SUBDIVISION PROPOSED NAME: HORIZON MANOR UNIT THREE REPLAT A SUBMITTAL DATE: 7-21-2025

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
BEING A REPLAT OF LOT 19, BLOCK 9, HORIZON MANOR UNIT THREE, THORIZON CITY, TEXAS ,

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	2.2603	16	OFFICE		
DUPLEX			STREET & ALLEY		
APARTMENT			PONDING & DRAINAGE		
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK					
SCHOOL					
COMMERCIAL			TOTAL NO. SITES	2.2603	16
INDUSTRIAL			TOTAL (GROSS) ACREAGE	2.2603	

3. WHAT IS THE EXISTING ZONING OF THE ABOVE DESCRIBED PROPERTY? R-8 PROPOSED ZONING

4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES ☑ NO ☐

5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND ☐ OVERHEAD ☑ COMBINATION ☐

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) REGIONAL POND

7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES 2200 SF

8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES ☐ NO ☑

9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES ☐ NO ☑
IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION

10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY ☑ MEDIANS ☐ OTHER ☐

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES:

12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? ☐YES ☐NO ☐ N/A INITIALS
IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) **OR** Improvement Cost Estimates & Construction Agreement

13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES ☐ NO ☐ INITIALS _____ IF YES, PLEASE ATTACH COPY.

14. OWNER OF RECORD JPD PROPERTIES, JOHN DELSLONGCHAMPS 517 S Festival , 79912 , jpdproperties@outlook.com, 915 433 6473
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER SAME
(NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER SLI ENGINEERING, INC. 6600 WESTWIND 79912 GHALLOUL@SLI-ENGINEERING.COM 915 584 4457
(NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT SAME AS OWNER
(NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT GEORGES HALLOUL ghalloul@sli-engineering.com 915 584 4457
(NAME & ADDRESS) (EMAIL) (PHONE)

NOTE: *Applicant is responsible for all expenses incurred by the City in connection with the Replat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately.* Initials GH

Applicant Signature _____ EMAIL jpdproperties@outlook.com

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
Acceptance of fee does not grant acceptance of application.
Non Refundable Deposit $800 | Application Fees:$1600| Publishing Fee Deposit for Residential

Page 1 of 2 Rev 08OCT2024

TOWN OF HORIZON CITY
MEMORANDUM

Date: October 14, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planning Director

SUBJECT: On the resubmitted **Combination—Preliminary & Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (Case No. SUC25-0006)** and to authorize the Mayor to sign the recording plat, legally described as A Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 ± acres. Application submitted by Applicant/Representative: TRE & Associates.

On September 15, 2025, the Planning & Zoning Commission unanimously recommended approval of the Rancho Desierto Bello Unit 16 Combination—Preliminary & Final Subdivision Plat.

The application meets all minimum requirements of a preliminary subdivision plat and staff recommends approval of Rancho Desierto Bello Unit 16 Combination—Preliminary & Final Subdivision Plat.

Attached for your review is the staff report that was prepared for the Planning and Zoning Commission.

TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.:	**SD24-0001 / SUC25-0006 (Resubmitted)** *Rancho Desierto Bello Unit Sixteen (RDBU16)*
Application Type:	**Combination-Preliminary & Final Plat**
P&Z Hearing Date:	September 15, 2025
Staff Contact:	Art Rubio, Planning Director 915-852-1046 ext. 407 arubio@horizoncity.org
Address/Location:	The vacant parcel is located northwest of Claret Cup Road and west of Darrington Road.
Legal Description:	A portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas, approximately 21.481± acres
Owner:	SDC Development, LTD.
Applicant/Rep.:	TRE & Associates, L.L.C.
Nearest Park:	RDB 2 Park
Nearest School:	Ricardo Estrada Middle School

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	R-9 (Residential)	Vacant
E	R-2 (Residential)	Vacant
S	M-1 (Industrial)	Industrial
W	R-9 (Residential)	Vacant

LAND USE AND ZONING:

	Existing
Land Use	Vacant
Zoning	R-9 Residential

Application Description:

On March 18, 2025, P&Z recommended approval of Rancho Desierto Bello Unit 16 on a final plat basis. On April 09, 2024, the City Council approved Rancho Desierto Bello Unit 16 on a final plat basis. The developer was unable to complete subdivision construction improvements prior to expiration of the final plat approval and the applicant is now resubmitting a combination preliminary and final subdivision plat for review. The proposed RDB-U16 Final Plat Subdivision includes 74 lots for single-family residential development. The smallest lot measuring approximately 6,036 sq. ft. and the largest lot measuring approximately 12,733 sq. ft. in size and one 2.261-acre storm water drainage pond. The applicant proposes 52' ROW Residential sub collector Streets and a 76' ROW Minor Arterial Street to serve all the lots in the subdivision.

Cumulative Parkland Dedication:
Parkland and fees has been satisfied through a Parkland Developer's Participation Agreement Approved by City Council.

Staff Recommendation:
Staff recommends approval of Rancho Desierto Bello Unit Sixteen on a Final Subdivision Plat basis subject to all recorded temporary turnaround instrument numbers annotated on recording plat prior to recording.

Planning Comments:
~~Correct gross acreage on the Final Plat application.~~

Town Engineer Comments:
1. ~~Address review/approval by the El Paso County 9-1-1 District is required~~
2. Provide Temporary turnaround instrument number.
3. ~~Missing benchmark and datum.~~

School District Comments:
No exceptions taken by Clint ISD.

El Paso County 9-1-1 District:
~~Please see the attached document for Rancho Desierto Bello Unit 16. The only recommended changes are to Block #73 as it should begin with 14344 at Lot #14 to account for the extra address space of Brezo Street as Block #49 does. This therefore would require changes to the subsequent addresses in Block #73.~~

~~In addition, we do ask to keep in mind the address range of Banana Yucca Drive so that it eventually lines up with the 14500 block of Banana Yucca Drive in Rancho Desierto Bello Unit 15.~~

El Paso Electric:
Please have the developer change the R.A.E. to 10' wide utility easements. We will need access along the lots to serve the properties. Additionally, please add a 10' wide utility easement along the ponding.

Texas Gas:
In reference to this proposed Subdivision, Rancho Desierto Bello Unit 16, Texas Gas Service does not have any objections.

El Paso Central Appraisal District:
We here at central appraisal have no comments for the Rancho Desierto Bello #16 Subdivision.

Additional Requirements:
§4.2.4 Expiration of Preliminary Plat Approval. Failure of the subdivider to submit a final plat for review and approval within six (6) months of the date of approval of the preliminary plat by the City Council will nullify the approval of the preliminary subdivision plat and obligate the subdivider to reapply for preliminary plat approval, should the subdivider wish to pursue the subdivision. No vested rights will survive if the preliminary plat approval is nullified by a failure of the subdivider to submit a final plat map within the

timeframe specified in this section, nor shall the subdivider be entitled to a refund of any application fees or review fees that may have been paid.
Within twelve (12) months of the approval of the final plats by the Town Council, a recording plat application will need to be submitted for City Council approval.

Failure of the subdivider to submit a recording plat within twelve (12) months of approval of the final plat by the City Council will nullify the approval of the final plat and obligate the subdivider to reapply for preliminary plat approval should the subdivider wish to pursue the subdivision. (§4.11.2 Subdivision Municode Chapter 10)

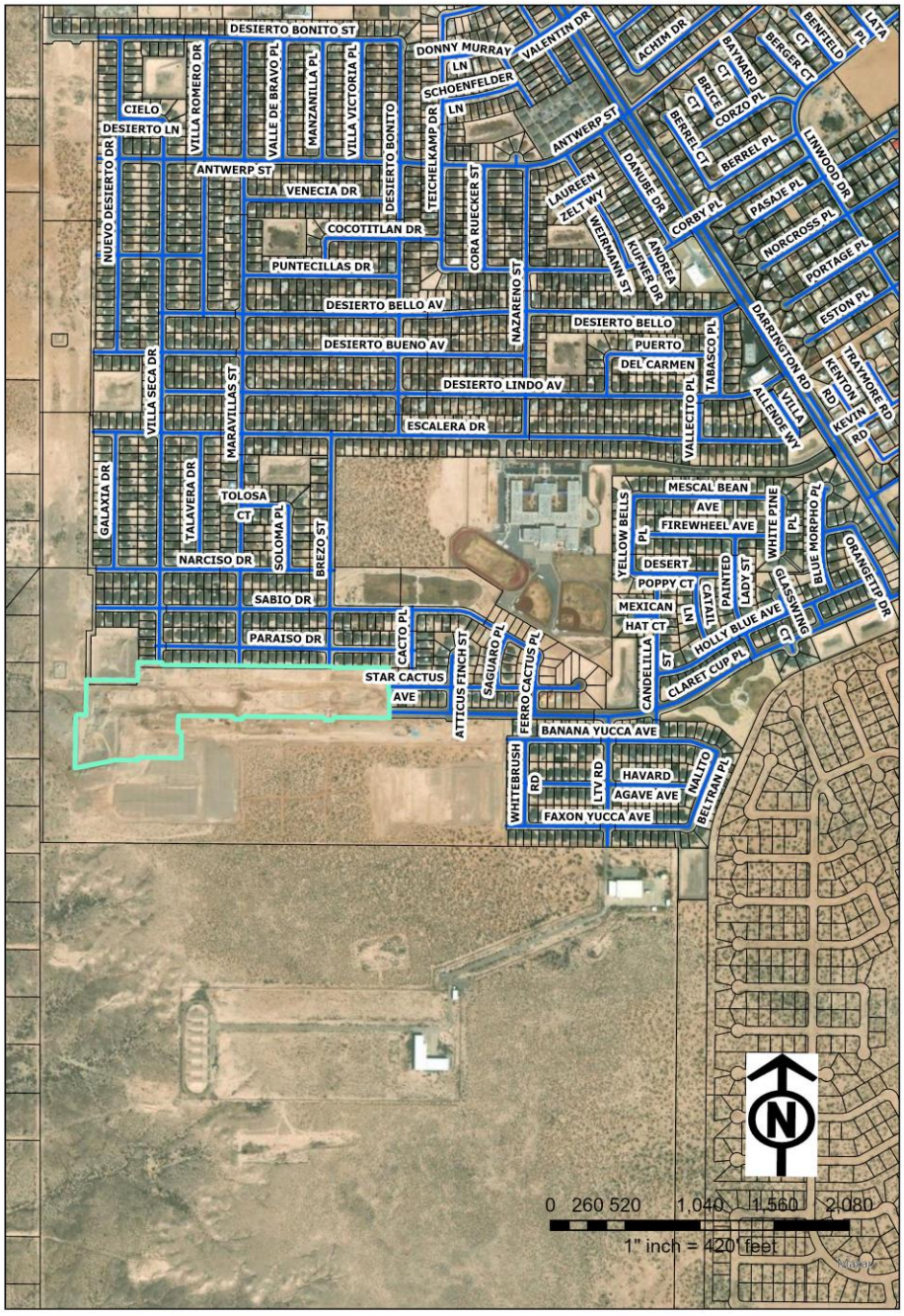
- Any required parks fees shall be paid prior to the recordation of the plat if applicable.

Attachments:

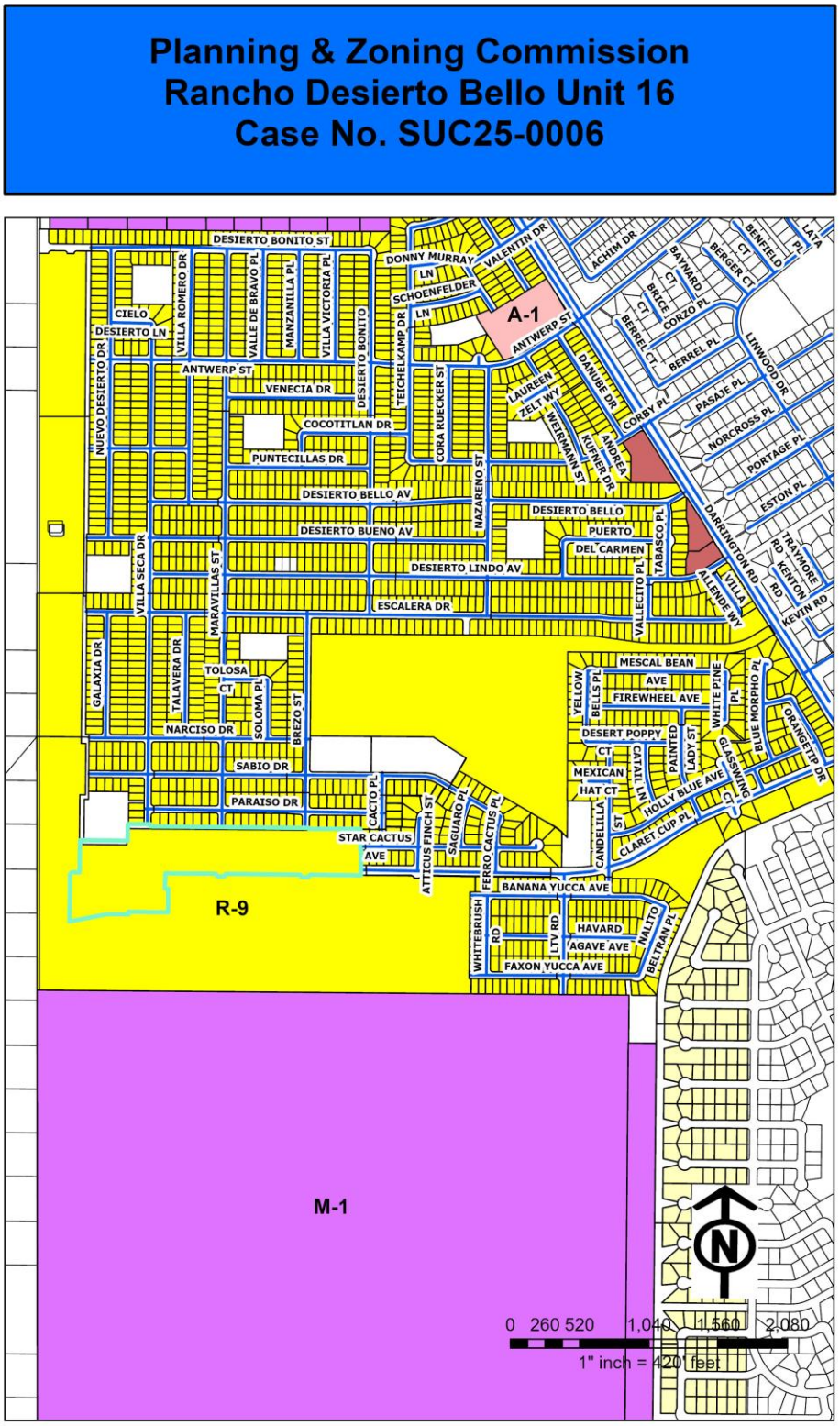
1 - Aerial
2 - Zoning Designation Map
3 - Location Map
4 - Preliminary Plat
5 – Final Plat
6 – Right of Way Cross Sections
7 - Final Plat Application

Attachment 1: Aerial

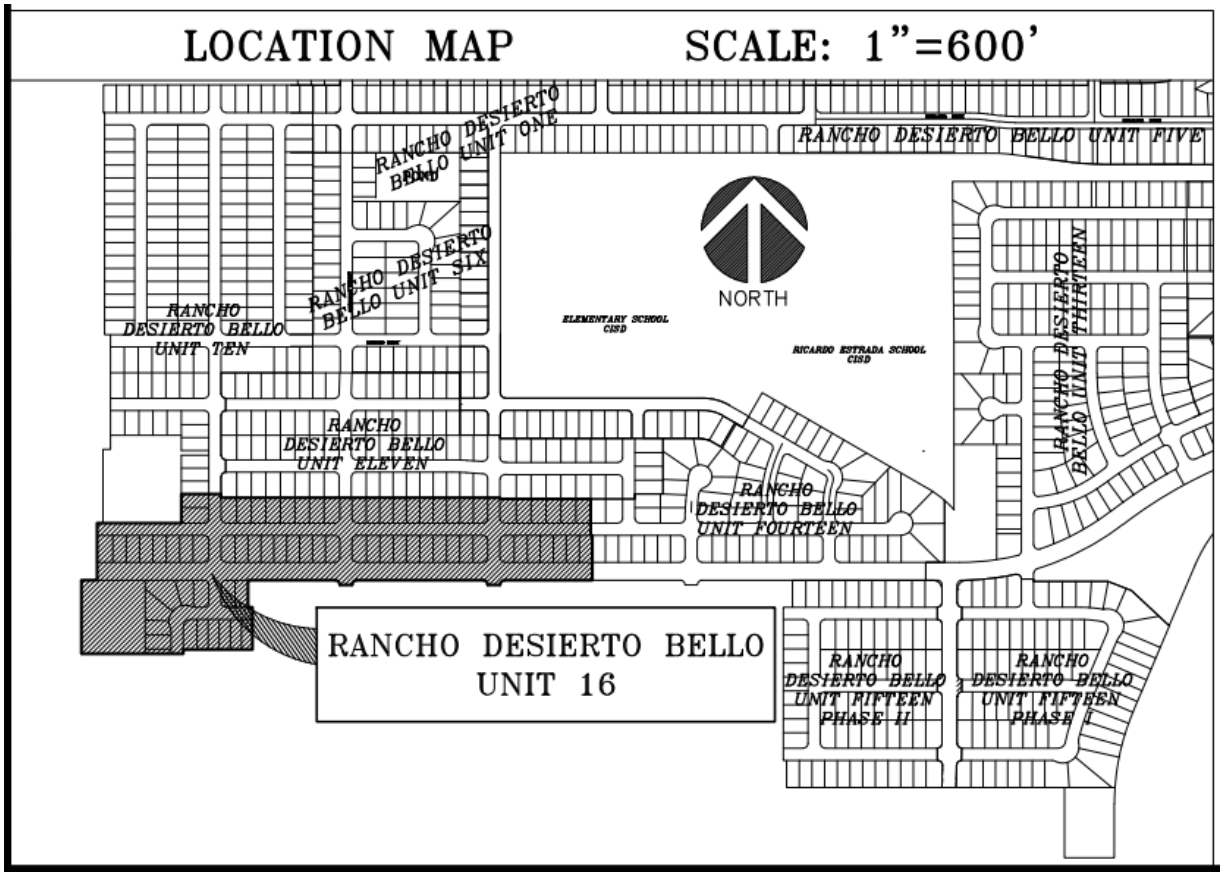
Planning & Zoning Commission
Rancho Desierto Bello Unit 16
Case No. SUC25-0006



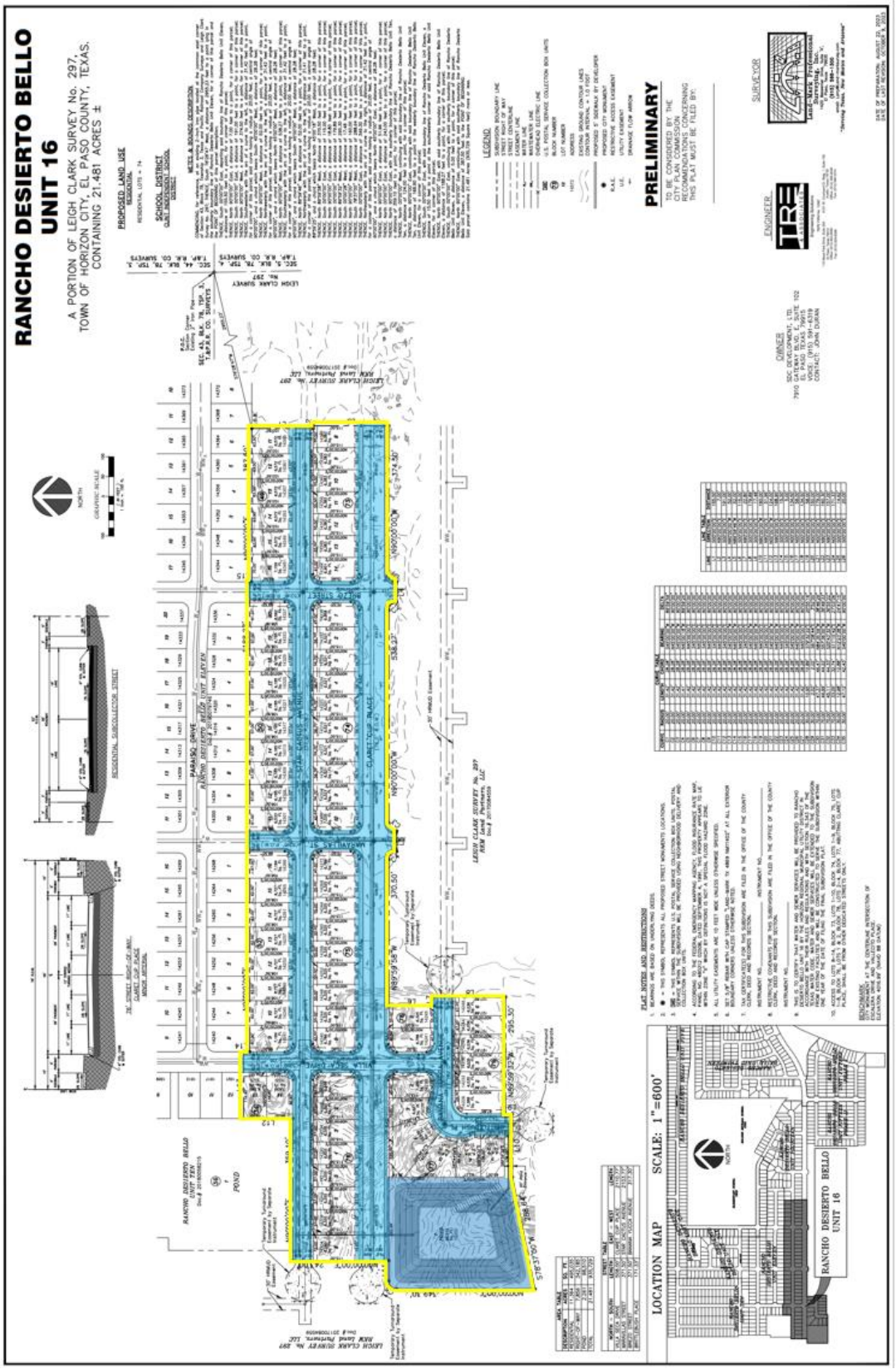
Attachment 2: Zoning Designation Map



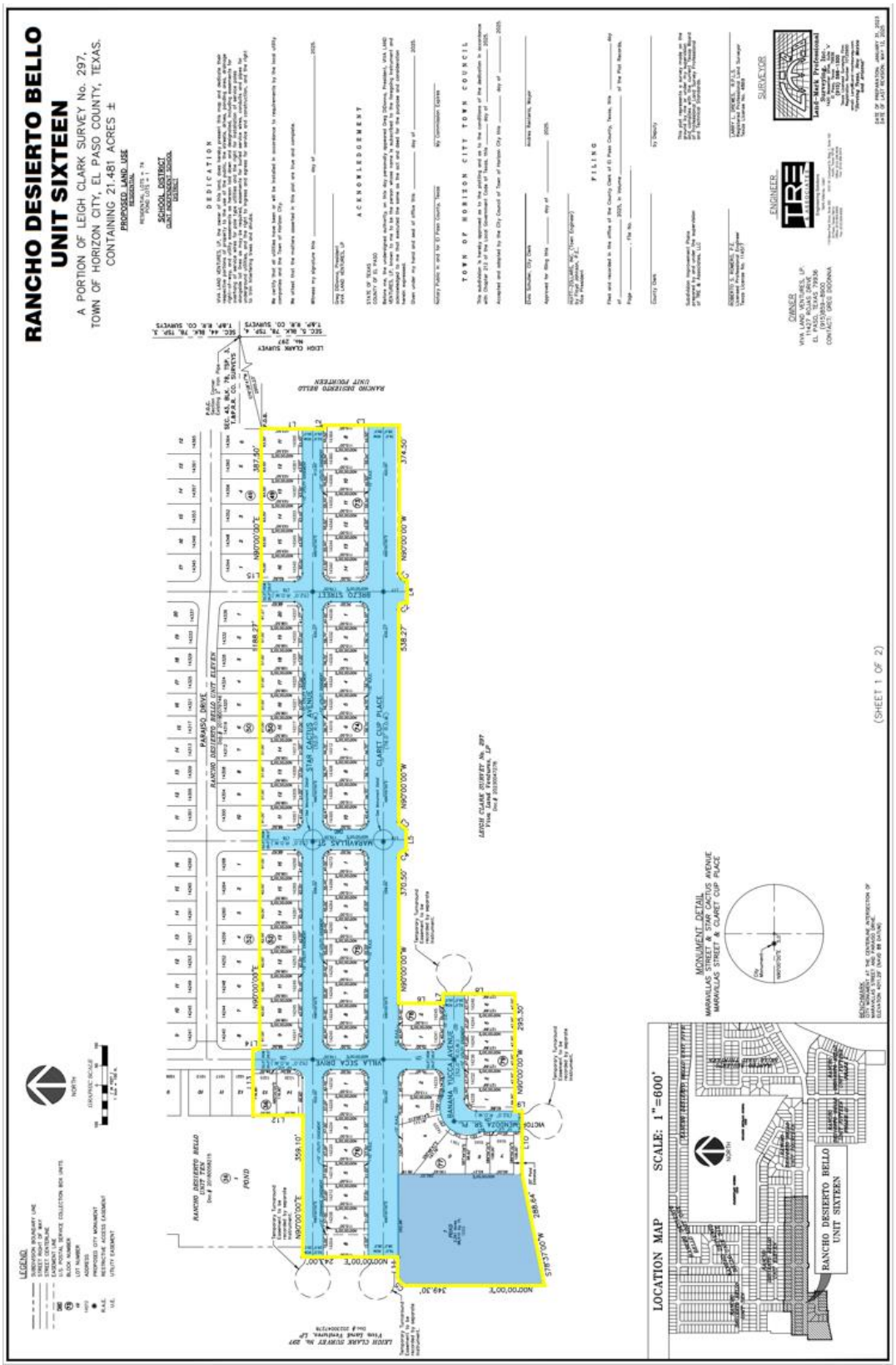
Attachment 3- Location Map



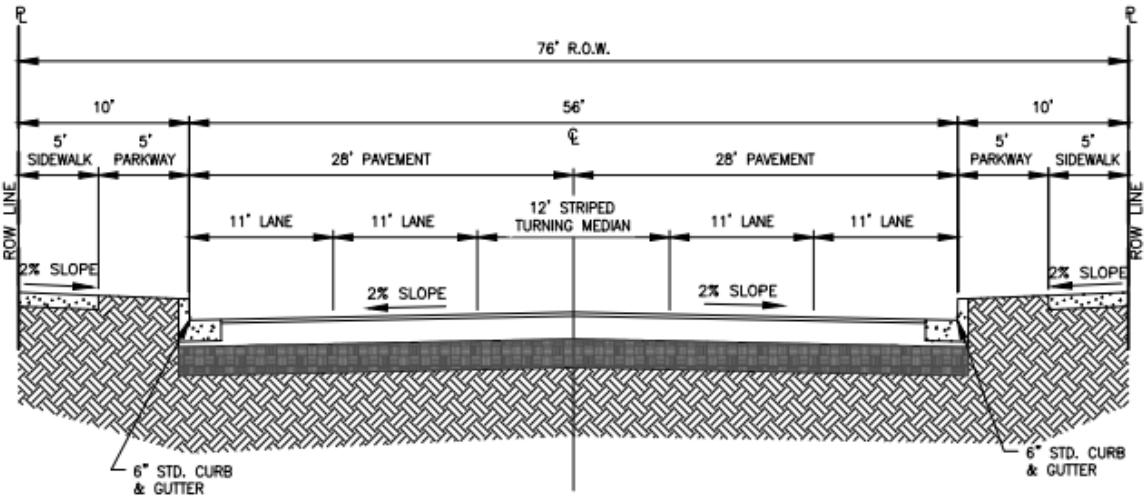
Attachment 4- Preliminary RDB Unit 16



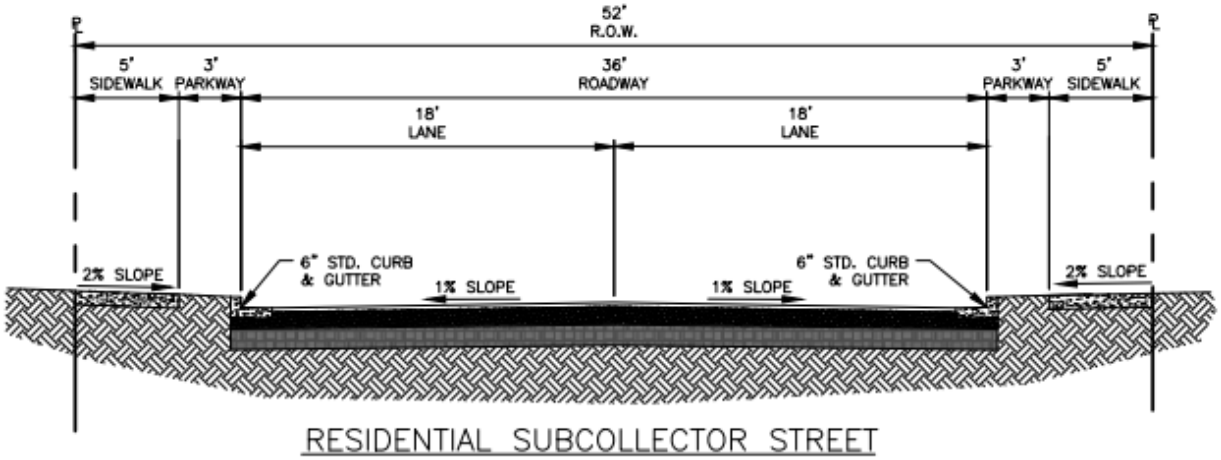
Attachment 5- Final RDB Unit 16



Attachment 6 – Right of Way Cross Sections



76' STREET RIGHT–OF–WAY
CLARET CUP PLACE
MINOR ARTERIAL



RESIDENTIAL SUBCOLLECTOR STREET

Attachment 7 – Final Plat Application

Town of Horizon City, TX
Town of Horizon City Hall
14999 Darrington Road
Horizon City, TX 79928
915-852-1046
https://www.horizoncity.org/

PERMIT

SUC25-0006

SUBDIVISION COMBO (SUB/REPLAT-BOTH PRELIM/FINAL)

SITE ADDRESS: 0 UNKNOWN HORIZON CITY
PRIMARY PARCEL: X29700000000080
PROJECT NAME: RANCHO DESIERTO BELLO UNIT 16

ISSUED:
EXPIRES:

APPLICANT: Barraza, Karen
110 Mesa Park Dr. Suite 200
El Paso, TX 79912
9154128906

OWNER: RKM LAND PARTNERS LLC
7910 GATEWAY #102
EL PASO, TX 79915-1810

Detail Name	Detail Value
Number of Acres	21
Please select the Land Use here:	Residential
Please provide the Specific Use here - e.g. - Residential: single-family/duplex. - Commercial: retail/office. - Industrial: manufacturing/assembly. - Institutional: church/hospital. - Civic: library/park/government	Residential
Number of Units:	74
Acreage:	11.364
If single-family or duplex development is proposed: enter the average floor area of houses	N/A
Are special improvements proposed in connection with the development?	No
Is a modification of any portion of the subdivision ordinance proposed?	No
If answer is "Yes", please explain the nature of the modification or enter N/A	N/A
What type of landscaping is proposed?	Other
If answered "Other", please describe the landscaping type proposed or enter N/A	N/A
Remarks and/or explanation of special circumstances	N/A
Will plat be recorded prior to subdivision improvements being completed & approved?	No
If answered "Yes" to plat recorded before completion of subdivision improvements, have Required Guarantee OR Improvement Cost Estimates & Construction Agreement been submitted?	Not Applicable
Will any Restrictions and Covenants be recorded with plat?	Yes, if yes please attach copy
If the project will have improvements dedicated to the City, have the plans been approved?	Y

TOWN OF HORIZON CITY
CONTRACT FOR CONSTRUCTION SERVICES
(Not to Exceed $50K)

This Construction Services Contract (the "Contract") is entered by and between the **TOWN OF HORIZON CITY**, a home-rule municipality in Texas (the "Horizon City" or the "City"), and **EL PASO UNDERGROUND CONSTRUCTION, INC.** (the "Contractor"), and together with the City jointly referred to as the "Parties," for the following work described on the Scope of Services, **Exhibit A-1**, attached and incorporated herein to this Contract (the "Work" or the "Project").

I. General Information and Terms.

Contractor's/Owner's Name and Address:	El Paso Underground Construction Inc 1014 Cedar Street El Paso, Texas 79903 Attn: Mike Mowles, President
General Description of Services:	The removal and disposal of twenty-five (25) linear feet of 12" asbestos concrete (AC) pipe, to be replaced with twenty-five (25) linear feet of 12" C900 PVC DR-18 pipe, the installation of a 12"x8" tee, 8" gate valve, and twenty-five (25) linear feet of 8" C900 PVC DR-18 pipe with stub-out TRE Job No.: 1277-12168-36 **Bid. No. 2026-101**
Contract Amount:	Thirty - Five Thousand Six Hundred One Dollars and Seventeen Cents **($35,601.17)**.
Effective Date:	On the latest of the dates signed by both parties.
Termination Date/Contract Time:	This Contract may be terminated or renewed as provided under Part II.D. The Project subject of this Contract shall be substantially completed within two (2) days after the date provided in the City's Notice to Proceed.

Contract Parts: This Contract consists of the following parts:

I. General Information and Terms
II. Standard Contractual Provisions
III. Additional Terms or Conditions

IV. Additional Contract Documents
V. Signatures

II. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the professional construction services ("Services") described in the Scope of Services, **Exhibit A-1** attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment.

(1) The Contractor will bill the City for the Services provided at intervals of at least 30 days. The City will pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251, Texas Government Code and statutory retention requirements.

(2) The City shall notify the Contractor in writing of an error or disputed amount in an invoice, or any part thereof, within 21 days of receiving the invoice from the Contractor. Pursuant to Section 2251.042 of the Texas Government Code, the City shall have the right to withhold up to 110 percent of the disputed amount until the dispute is resolved.

(3) The City is not liable to the Contractor for any taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise taxes (Subtitle D of the Internal Revenue Code). Accordingly, the Contractor shall not include in any invoice any taxes for which the City is not liable by law.

C. Work Orders and Executed Contract.

(1) A request for Work ("Work Order") may be submitted to the City on a request for Work or purchase order. Each such request for Work shall be deemed a two-party agreement between Contractor and the City and shall be deemed to incorporate and shall be subject to all the terms and conditions of this Contract. When issued, such Work Orders are non-binding, negotiable offers and are subject to their express terms. Such offers become a binding Work Order only after the City and Contractor have mutually agreed to all material terms and conditions concerning the requested services, materials, products, or equipment. No modification, variation or amendment to any Work Order shall be effective unless reduced to writing and signed by authorized representatives of the City and Contractor. If there is conflicting language between a Work Order and this Contract, this Contract shall govern. The Work Order shall be attached and incorporated herein as **Exhibit A-2.** The total amount of the Work Order(s) during the Contract duration cannot exceed the Maximum Contract Amount listed in Part I, General Information and Terms, unless the City has provided for payment of the added cost consistent with Section 271.060, Texas Local Government Code.

(2) The City shall not issue the "Notice to Proceed" with the Work nor shall the Contractor

commence any Services until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions and Renewal Option.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in Part I, General Information and Terms, but the obligation of a Party to complete a Contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in Part I, General Information and Terms, the Contract terminates when both Parties have completed all their respective obligations under the Contract and each Work Order approved by the parties.

(2) The Mayor or Designee may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than 5 business days prior to the termination date. If the City terminates the contract under this provision, the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination.

(3) The City will use best efforts to obtain and appropriate funds for the payment of the Contract; however, pursuant to Section 271.903, Texas Local Government Code, the City retains the right to terminate the Contract at any time if the City does not have available current revenues to commit to payment of the Contract. If the City Council does not appropriate funds to make any payment under this Contract for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). The first day of the City's fiscal year is October 1st.

E. Delays. In the event of delay or hindrance that is not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, **Exhibit A-2,** attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in **Exhibit A-2.** The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the

performance of the Contractor's Services hereunder.

G. Subcontractor. The term "Subcontractor" means and includes only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any Subcontractor employed by Contractor for performance of work on the Project, and all Subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent. Any attempt to assign this Contract without the City's prior written consent shall be void and may result in termination of the Contract at the discretion of the City.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in El Paso County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both Parties.

K. Dispute Resolution Procedures. If either Party disputes any matter relating to this Contract, before bringing any legal action, the Parties agree to try in good faith to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the Parties. The Parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either Party to this Contract bring suit against the other Party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COSTS IN PROPORTION TO THE CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, SUBCONTRACTORS, OR ANYONE OVER WHOM THE CONTRACTOR EXERCISES CONTROL OR FOR WHOM THE CONTRACTOR IS LEGALLY LIABLE UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS CONTRACT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS.

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the Parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Additional Contract Documents incorporated in Part VI and a provision in this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All draft and final Documents and Data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" includes any original work, reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates, at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "Work Made for Hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work Made for Hire, may alter, reproduce, distribute, or make any other use of the Work Made for Hire as it deems appropriate.

R. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules, and regulations applicable to the Project and its services under this Contract.

III. Additional Terms or Conditions.

A. Insurance. At all times that this Contract is in effect, Contractor shall maintain insurance of the types and amounts as required in **Exhibit B-1.** All of Contractor's insurance policies in any way relating to the Work, whether required by this Contract and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above:

(1) other than the worker's compensation insurance, name the City as an additional insured party on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) ongoing operations; (ii) coverage for vicarious liability; or (iii) circumstances in which the named insured is partially negligent;

(2) provide for waiver of all rights of subrogation against the City; and

(3) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to the City, and shall be fully applied and exhausted before application of any applicable indemnity obligations of the City or of any applicable insurance coverage provided by the City.

B. Audit. Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with the Contractor, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Contract. The City shall have the right at all reasonable times, for a period of 5 years from the completion of the Work to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes). The records to be maintained and retained by the Contractor shall include, without limitation:

(1) payroll records accounting for total time distribution of Contractor's employees working full- or part-time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash;

(2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items;

(3) paid invoices and canceled checks for materials purchased and for Subcontractors' and any other third parties' charges, including, but not limited to, equipment rental;

(4) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and

(5) all field tickets or similar documentation evidencing the Work.

C. Reports of Incidents and Claims. Within 24 hours of an occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries

to persons or property, or pollution arising in any way out of or related to the Work whether done by the Contractor, its agents, representatives, volunteers, employees, Subcontractors, or any other person performing Work pursuant to this Contract on behalf of or at the request of the Contractor. Within 24 hours of receiving any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work, Contractor shall provide in writing to the City notice and details of any such claim, demand, or suit.

IV. Additional Contract Documents.

The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Scope of Services for Bid # _2026-101____
- EXHIBIT A-2: Work Order(s)
- EXHIBIT A-3: Municipal Facilities Water Tie In Budget
- EXHIBIT B-1: Requirements for General Services Contract – Insurance Requirements

V. Signatures.

TOWN OF HORIZON CITY

By: _____

Printed Name: Andy Renteria _____

Title: Mayor

Date: 9/23/25

EL PASO UNDERGROUND, INC.

By: _____

Printed Name: Mike Mowles _____

Title: President

Date: 9-23-25

ATTEST

By: _____

Printed Name: Elvia Schuller, TRMC

Title: City Clerk

Date: 9/23/25

APPROVED AS TO CONTENT;

By: _____

Printed Name: Arturo Rubio

Title: Director of Planning Services

Date: 9/23/2025

EXHIBIT A-1

Scope of Services for Bid # __2026-101____

(See Attached)

The scope will require the removal and disposal of twenty-five (25) linear feet of 12" asbestos concrete (AC) pipe, to be replaced with twenty-five (25) linear feet of 12" C900 PVC DR-18 pipe, the installation of a 12"x8" tee, 8" gate valves, and twenty-five (25) linear feet of 8" C900 PVC DR-18 pipe with stub-out with stub-out. The proposal for the improvements is to include all labor, machinery, materials and equipment.

EXHIBIT A-2

Work Order(s)

(See Attached)

EXHIBIT A-3

Municipal Facilities Water Tie In Budget

Municipal Facilities Water Tie In Budget	
Remove & Install New Water Lines to Accommodate Domestic, Irrigation and Fire Lines	$ 15,457.54
After Hours Installation	$ 1,800.00
Curb Remove & Replace	$ 1,200.00
Asphalt Patch	$ 2,000.00
Service With Box	$ 6,400.00
Installation of Additional Valve	$ 4,100.00
Contingency 15%	$ 4,643.63
	$ 35,601.17

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its Contract with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town of Horizon City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

A. The Town of Horizon City shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**

B. A waiver of subrogation in favor of the Town of Horizon City shall be contained in the Workers' Compensation policy and all liability policies and must be provided **on a separate endorsement.**

C. All insurance policies shall be endorsed to the effect that the Town of Horizon City will receive written notice at least 30 days prior to cancellation or non-renewal of the insurance.

D. All insurance policies that name the Town of Horizon City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**

F. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Horizon City of any material change in the insurance coverage.

G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

I. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town of Horizon City.

J. Insurance must be purchased from insurers having a minimum AM Best rating of B+.

K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03.) Coverage must be written on an occurrence form.

L. Contractual Liability coverage must be maintained covering the Contractor's obligations contained in the Contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to the requirements and instructions contained herein.

M. Upon request, Contractor shall furnish the Town of Horizon City with certified copies of all insurance policies.

N. Within 10 business days after contract award and prior to starting any work, a valid certificate of insurance verifying each of the coverages required above shall be issued directly to the Town of Horizon City by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued to the Town of Horizon City, all required endorsements identified in sections A, B, C and D, above, shall be sent to the Town of Horizon City. The certificate of insurance and endorsements shall be sent to:

Town of Horizon City
Araceli Gonzalez,
Purchasing Agent
14999 Darrington Road
Horizon City, Texas 79928

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.
Coverages Required & Limits (Figures Denote Minimums):

__ Workers' Compensation Statutory limits, State of TX.
__ Employers' Liability $500,000 per employee per disease / $500,000 per employee per accident / $500,000 by disease aggregate

_X_ Commercial General Liability:

	_X_ Very High/High Risk	__ Medium Risk	___ Low Risk
Each Occurrence	$1,000,000	$500,000	$300,000
Fire Damage	$300,000	$100,000	$100,000
Personal & ADV Injury	$1,000,000	$1,000,000	$600,000
General Aggregate	$2,000,000	$1,000,000	$600,000
Products/Compl Op	$2,000,000	$500,000	$300,000
XCU	$2,000,000	$500,000	$300,000

__ Automobile Liability: (Owned, Non-Owned, Hired, and Injury & Property coverage for all)

_X_Very High/ High Risk	__ Medium Risk	___ Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
$1,000,000 Bodily	$500,000 Bodily	$300,000 Bodily

___ Garage Liability for BI & PD
$1,000,000 each accident for Auto, $1,000,000 each accident for Non-Auto
$2,000,000 General Aggregate

___ Garage Keepers Coverage (for Auto Body & Repair Shops)
$500,000 for any one unit/any loss and $200,000 for contents

___ Umbrella each occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:
Contract value less than $1,000,000: **not required**
Contract value between $1,000,000 and $5,000,000: **$4,000,000 is required**
Contract value between $5,000,000 and $10,000,000: **$9,000,000 is required**
Contract value between $10,000,000 and $15,000,000: **$15,000,000 is required**
Contract value above $15,000,000: **$20,000,000 is required**
Excess coverage over $10,000,000 can be provided on the "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

__ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.
Minimum limits of $1,000,000 per claim/aggregate. This coverage must be maintained for at least 2 years after the project is completed.

___ Builder's Risk (if project entails vertical construction, including, but not limited to, bridges and tunnels or as determined by the Town of Horizon City). Limit is 100% of insurable value, replacement cost basis.

___ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the Town of Horizon City)
$1,000,000 each occurrence
$2,000,000 aggregate

_X__ Other Insurance Required: __Bond_____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

ELPAS-2 OP ID: LA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/19/2025

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 AIS Anderson Ins. Services LLC 6090 Surety Dr., Suite 440 El Paso, TX 79905 Lynda Anderson 915-772-0456	CONTACT NAME: Alice Gonzalez PHONE (A/C, No, Ext): 915-772-0456 FAX (A/C, No): 915-778-3708 E-MAIL ADDRESS: agonzalez@aisandersoninsurance.com
INSURED El Paso Underground Construction, Inc. 1014 Cedar St. El Paso, TX 79903	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Co — 24082 INSURER B : Ohio Casualty Insurance Co — 24074 INSURER C : Texas Mutual Ins. Co. — 22945 INSURER D : Argonaut Ins Co. — 19828 INSURER E : Markel Ins. Co. — 38970 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	BKS57698884	01/01/2025	01/01/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
E	X Trans Pollution			CPLMOL120998	01/01/2024	01/01/2026	MED EXP (Any one person)	$ 15,000
	Liability						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS	X	X	BAS57698884	01/01/2025	01/01/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	USO57698884	01/01/2025	01/01/2026	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A	X	0001262850 TX	01/01/2025	01/01/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC929188367224 NM	01/01/2025	01/01/2026	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For all projects and locations - see endorsements attached

CERTIFICATE HOLDER

TOWNOFH

Town of Horizon City
Purchasing Agent
Araceli Gonzlaez
14999 Darrington Road
Horizon, TX 79928

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

Lynda R. Anderson

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TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 99 03 01
Agent copy

GENERAL CHANGE ENDORSEMENT

The policy to which this endorsement is attached is amended as shown below:

Added WC 42 06 01 Texas Material Change per attached

Premium is determined at Final Audit.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 9/20/25 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001262850 of Texas Mutual Insurance Company effective on 1/1/25

Endorsement no. 1

Issued to: MICHAEL MOWLES & DON RUSSELL PARTNERSHIP

DBA: EL PASO UNDERGROUND CONSTRUCTION

Premium change: $0.00

This is not a bill

NCCI Carrier Code: 29939

Jeanette Ward

Authorized representative

9/19/25

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

TexasMutual®

Workers' Compensation and Employer's Liability Policy

Extension of Information Page
Item 3: Endorsement Schedule

Agent copy

Policy number	Issue date	Policy period
0001262850	9/19/25	1/1/25 to 1/1/26

State	Endorsement	Description
42	TM LRC 2008	Limited Reimbursement for Texas Employees Injured in Other Jurisdictions
42	TM MV 2011	Mutuals - Membership and Voting Notice
42	TM PC 2003	Policy Conditions Endorsement
42	WC 00 00 00 C	Policy Conditions Form
42	WC 00 00 01 B	Policy Coverage Document (Declarations Page)
42	WC 00 04 06	Premium Discount Endorsement
42	WC 00 04 14 A	Notification of Change in Ownership Endorsement
42	WC 00 04 22 C	Terrorism Risk Insurance Act Coverage Endorsement
42	WC 00 04 25	Experience Rating Modification Factor Revision Endorsement
42	WC 42 03 01 L	Texas Amendatory Endorsement
42	WC 42 03 04 B	Blanket Texas Waiver of Our Right To Recover from Others Endorsement
42	WC 42 04 04 A	Group Purchase of Workers' Compensation Insurance Endorsement
42	WC 42 04 08 A	Network Discount Endorsement
42	WC 42 06 01	Blanket Texas Notice of Material Change Endorsement
42	WC 42 06 01	Specific Texas Notice of Material Change Endorsement

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 9/20/25 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001262850 of Texas Mutual Insurance Company effective on 1/1/25

Endorsement no. 1

Issued to: MICHAEL MOWLES & DON RUSSELL PARTNERSHIP

DBA: EL PASO UNDERGROUND CONSTRUCTION

Premium change: $0.00

This is not a bill

NCCI Carrier Code: 29939

Jeanette Ward

Authorized representative

9/19/25

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01
Agent copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to:

Town of Horizon City
Attn: Araceli Gonzalez, Purchasing Agent
14999 Darrington Road
Horizon City, TX 79928 US

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 9/20/25 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001262850 of Texas Mutual Insurance Company effective on 1/1/25

Endorsement no. 1

Issued to: MICHAEL MOWLES & DON RUSSELL PARTNERSHIP

DBA: EL PASO UNDERGROUND CONSTRUCTION

Premium change: $0.00

This is not a bill

NCCI Carrier Code: 29939

Jeanette Ward

Authorized representative

9/19/25

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 99 03 01
Agent copy

GENERAL CHANGE ENDORSEMENT

The policy to which this endorsement is attached is amended as shown below:

Added WC 42 03 04B (Specific Waiver of Subrogation) in favor of: Town of Horizon City

Premium is determined at Final Audit.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 9/20/25 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001262850 of Texas Mutual Insurance Company effective on 1/1/25

Endorsement no. 2

Issued to: MICHAEL MOWLES & DON RUSSELL PARTNERSHIP

DBA: EL PASO UNDERGROUND CONSTRUCTION

Premium change: $0.00

This is not a bill

NCCI Carrier Code: 29939

Jeanette Ward

Authorized representative

9/19/25

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

POLICY NUMBER: BAS (26) 57 69 88 84

COMMERCIAL AUTO
CA 02 44 06 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CANCELLATION PROVISION OR COVERAGE CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured: Michael Montes	(Authorized Representative)

SCHEDULE

Number of Days' Notice 30

Name Of Person Or Organization Town Of Horizon City

Address 14999 Darrington Road, Horizon City, TX 79928

If this policy is canceled or materially changed to reduce or restrict coverage, we will mail notice of cancellation or change to the person or organization named in the Schedule. We will give the number of day's notice indicated in the Schedule.

© ISO Properties, Inc., 2003

POLICY NUMBER: BAS (26) 57 69 88 84

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09/19/2025	Countersigned By: (Authorized Representative)
Named Insured: MICHAEL MOWLES, DON RUSSELL	

SCHEDULE

Name of Person(s) or Organization(s)
Town of Horizon City Araceli Gonzalez, Purchasing Agent 14999 Darrington Road Horizon City, TX 79928

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

The Transfer Of Rights of Recovery Against Others To Us Condition does not apply to the person(s), or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SCHEDULE

Name(s) of Person(s) or Organization(s):
Town of Horizon City
Araceli Gonzalez, Purchasing Agent
14999 Darrington Road
Horizon City, TX 79928

(If no name appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Town of Horizon City
Araceli Gonzalez, Purchasing Agent
14999 Darrington Road

HORIZON CITY, TX 79928

Location(s) Of Covered Operations

work in Horizon City Texas

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or" property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Town of Horizon City

14999 Darrington Road

Horizon City, TX 79928

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.

B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

SCHEDULE

1. **Name:**
   Town of Horizon City
   Araceli Gonzalez, Purchasing Agent

2. **Address:**
   14999 Darrington Road

   HORIZON CITY, TX 79928

3. **Number of days advance notice:**
   30

All other terms and conditions of this policy remain unchanged.

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TOWN OF HORIZON CITY

RESOLUTION

WHEREAS, the Town of Horizon City has undertaken a project commonly referred to as Municipal Facilities Phase I (the "Project");

WHEREAS, it has become necessary to design and construct a water service tie-in that was not a part of the original construction contract in order to provide water service to the Project;

WHEREAS, city staff has coordinated with the Horizon Regional Municipal Underground Water District ("HRMUD") to design the water service tie-in; and

WHEREAS, in order to expedite the construction of the water service tie-in the city staff solicitated bids to construct the water service tie-in using the design prepared and approved by the HRMUD engineers;

WHEREAS, to avoid delay in the completion of the Project the Mayor needed to sign a Contract for Construction Services with the successful bidder El Paso Underground Construction, Inc. before the October City Council meeting; and

WHEREAS, the Mayor is requesting the City Council ratify the action that was taken in order to keep the Project on schedule.

NOW, THEREFORE BE IT RESOLVED BY THE HORIZON CITY COUNCIL as follows:

> The City Council of the Town of Horizon City hereby ratifies and approves the Mayor's signature of the Contract for Construction Services with El Paso Underground Construction, Inc. for the construction of the water service tie-in in

accordance with the TRE Job No: 1277-12168-36 and in accordance with the terms of Bid No. 2026-101 for the sum of $32,957.54.

PASSED AND APPROVED THE _____ day of October, 2025.

TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM;

By:_____
Sylvia Borunda Firth
City Attorney

TOWN OF HORIZON CITY, TEXAS

RESOLUTION

That the Mayor is authorized to sign a Subdivision Construction Agreement by and between Hunt Communities GP, LLC ("Subdivider") and the Town of Horizon City ("Town") for the purpose of allowing Subdivider to record Verdancia Unit 1, Paseo Del Este Blvd., Verdancia 1 Phase 1; Verdancia 1 Phase 2 and Verdancia 1 Phase 3 prior to completing required subdivision improvements after providing Performance Bonds in the amounts of $323,320.61 Paseo Del Este Blvd.; $1,050,347.19 Verdancia 1 Phase 1; $845,936.10 Verdancia 1 Phase 2 and $315,848.89 Verdancia 1 Phase 3 to secure completion of all subdivision improvements.

Passed and approved the _____ day of _____, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth

SUBDIVISION CONSTRUCTION AGREEMENT

1. Parties. The parties to this Subdivision Construction Agreement (the "Agreement") are Hunt Communities GP, LLC (individually and collectively, the "Subdivider") and the Town of Horizon City, Texas, (the "Town").

2. Effective Date. This Agreement is effective on the date the Town approves the final plat for the subdivision described in Paragraph 3 of this Agreement by the Town Council approval of the plat in accordance with Town Regulations (the "Effective Date").

Recitals

3. Subdivider is the owner of the land included in the proposed final subdivision plat of the subdivision, as shown in the Town's File Number (the "Subdivision") and described as Verdancia Unit 1: Paseo Del Este Blvd, Verdancia 1 Phase 1, Verdancia 1 Phase 2 and Verdancia 1 Phase 3, more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the "Property"); and

4. Subdivider seeks authorization from the Town to subdivide the Property in accordance with the requirements imposed by Texas statute and the Town Rules, Regulations, and other requirements; and

5. Town Regulations require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effect of substandard subdivisions; and

6. The purpose of this Agreement is to protect the Town from the expense of completing subdivision improvements required to be installed by the Subdivider; and

7. This Agreement is authorized by and consistent with state law and the Town Rules, Regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:

Subdivider's Obligations

8. Improvements. The Subdivider agrees to construct and install, at Subdivider's expense, all subdivision improvements required to comply with Town orders, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the Improvements, any of which is an "Improvement"). All Improvements shall be constructed in conformity to the Town requirements, procedures, and specifications,

pursuant to construction plans, permits, and specifications approved by the Town prior to commencement of construction, and subject to inspection, certification, and acceptance by the Town.

9. Completion. Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all Improvements shall be completed no later than (2) years after the Effective Date (the "Completion Date"); provided, however, that if the Subdivider or the Issuer delivers to the Town no later than the Completion Date a substitute Bond satisfying the criteria established in Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Bond or any subsequent substitute Bond provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the Town a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

10. Warranty. The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees will be free from defects for a period of one (1) year from the date the Town accepts the dedication of a completed Improvement or group of Improvements (the "Warranty Period"), as such Improvement or group of Improvements is separately identified and listed on Exhibit B, except the Subdivider does not warrant the Improvements for defects caused by events outside the control of the Subdivider or the Subdivider's agents, contractors, employees, tenants, or licensees. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the Town acceptance of dedication of any of the Improvements, the Town may require the Subdivider to post a maintenance bond or other financial security acceptable to the Town to secure the warranty established by this Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement or the Bond, at the written request of the Subdivider or the Issuer the Town shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to an amount equal to the face amount of the maintenance bond or other financial security acceptable to the Town.

11. Security. To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the Town, a cash deposit to be held by the Town in escrow, or an irrevocable Bond in the amount of **Three Hundred -Twenty Three Thousand - Three Hundred Twenty & 61/100** Dollars (**$ 323,320.61**) **Paseo Del Este Blvd.**; **One Million – Fifty Thousand – Three Hundred Forty Seven & 19/100** Dollars (**$ 1,050,347.19**) **Verdancia 1 Phase 1**; **Eight Hundred-Forty Five Thousand -Nine Hundred – Thirty Six & 10/100** Dollars (**$ 845,936.10**) **Verdancia 1 Phase 2**; **Three Hundred – Fifteen Thousand – Eight Hundred -Forty Eight & 89/100** (**$ 315,848.89**) **Verdancia 1 Phase 3** (the "Stated Amounts"), which amounts are the estimated total cost of constructing each of the phased Improvements as shown on Exhibit B. If a Bond is provided pursuant to this Agreement, it shall be in a standard form acceptable to this Agreement, it shall be in a standard form acceptable to the Town, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under

the Town or County financial institution rating system in effect at the time the initial Bond is issued pursuant to this Agreement (the "Issuer"). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the Town may revise the standard form Bond it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this Agreement. A Bond satisfying the criteria of this Paragraph (and any substitute or confirming Bond) is referenced to in this Agreement as to the "Bond".

12. Reduction In Bond. After the acceptance of any Improvement, the amount which the Town is entitled to draw on the Bond shall be reduced by an amount equal to ninety percent (90%) of the Quoted cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this Agreement or the Bond, the Town shall complete, execute, and deliver to the Issuer a reduction letter verifying the acceptance of the Improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of a written request to reduce the Stated Amount submitted by the Subdivider or the Issuer, the Town shall determine the Estimated Remaining Cost and shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the Town determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the Town shall not be required to authorize reductions in the Stated Amount more frequently than every ninety (90) days. As used in this Paragraph, "Estimated Remaining Cost" means the amount the Town estimates to be the cost of completing all Improvements incomplete as of the time of such estimate.

Town Obligations

13. Inspection and Certificate. The Town agrees to inspect Improvements during and at the time completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with County standards and specifications. The inspections and certifications will be conducted in accordance with standard Town policies and requirements. The Subdivider grants the Town, its agents, employees, officers, and contractors and easement and license to enter the Property to perform such inspections as it deems appropriate.

14. Notice of Defect. The Town will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five (5) days and the Town may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.

15. Use of Proceeds. The Town will disburse funds drawn under the Bond for the purposes of completing the Improvements in conformance with the Town requirements

and specifications for the Improvements, or to correct defects in or failures of the improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Bond or any accrued interest earned on the funds. All funds obtained by the Town pursuant to one or more draws under the Bond shall be maintained by the Town in an interest bearing account or accounts until such funds, together with accrued interest there on (the "Escrowed Funds"), are disbursed by the Town. The Town may disperse all or portions of the Escrowed Funds as Improvements are completed and accepted by the Town or in accordance with the terms of a written construction contract between the Town and a third party for the construction of Improvements. Escrowed Funds not used or held by the Town for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the Town to the Issuer of the Bond no later than sixty (60) days following the Town's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

16. Return of Excess Escrowed Funds. No later than sixty (60) days after its receipt of a written request from the Subdivider or the Issuer to return Excess Escrowed Funds to the Issuer, the Town shall disburse to the Issuer from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the Town intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the Town shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.

17. Conditions of Draw Security. The Town may draw upon any financial guarantee posted in accordance with Paragraph 11 upon the occurrence of one or more of the following events:

a. Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement;

b. Subdivider's failure to renew or replace the Bond at least forty five (45) days prior to the expiration date of the Bond;

c. Subdivider's failure to replace or confirm the Bond if the Issuer fails to maintain the minimum rating acceptable to the Town in accordance with Paragraph 11 of this Agreement; or

d. Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure.

The Town shall provide written notice of the occurrence of one or more of the above events to the Subdivider, with a copy provided to the Issuer. Where a Bond has been provided as the financial guarantee, with respect to an event described by subparagraph (**a**), the Town shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the Town intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a default under subparagraph (**a**) shall be given no less than twenty (20) days before presentation of a draft on the Bond, unless, in the reasonable opinion of the Town, the failure creates an immediate and substantial harm to the public health or safety, in

which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Bond. In the event of a draw based on subparagraph (**a**), the Town shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligation under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for such improvement. The Subdivider hereby grants to the Town, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Bond has been provided as the financial guarantee, with respect to an event described by a subparagraph (**b**), (**c**), or (**d**), the notice shall be given no less than twenty (20) days before presentation of a draft on the Bond. In lieu of honoring a draft based on an event described in subparagraph (**b**) or (**c**), the Issuer of the Subdivider may deliver to the Town a substitute Bond if the event is described by subparagraph (**b**) or a described by subparagraph (**c**). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (**d**), the Issuer may deliver to the Town a substitute or confirming Bond.

18. Procedures for Drawing on the Bond. The Town may draw upon the Bond in accordance with paragraph 18 by submitting a draft to the Issuer in compliance with the terms of the Bond governing such draft. The Bond must be surrendered upon presentation of any draft which exhausts the Stated Amount of such Bond. The Town may not draft under a Bond unless it has substantially complied with all its obligations to the Issuer under this Agreement and his property completed and executed the draft in strict accordance with the terms of the Bond.

19. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the Town requirements, procedures, and specifications. For improvements upon which construction has not begun, the estimated cost of the improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of the Bond establishes the maximum amount of the Subdivider's liability.

20. Remedies. The remedies available to the Town, the Subdivider, and Issuer under this Agreement and the laws of Texas are cumulative in nature.

21. Provisions for the Benefit of issuer. The provisions of Paragraphs of Paragraphs **9, 10, 11, 12, 15, 16, 17,18, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31,** and **35** of this Agreement for the benefit of the issuer may not be modified, released, diminished, or impaired by the parties without the prior written consent of the Issuer.

22. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the Town (including without limitation a trustee in bankruptcy) have any interest in or claim to funds drawn on the Bond and held in escrow by the Town in accordance with this Agreement. Notwithstanding the preceding sentence, the Issuer shall have a right of action to enforce any provision of this Agreement where the Issuer is

specifically named as a beneficiary of such provision pursuant to Paragraph 22.

23. Indemnification. The Subdivider hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands, arising from any breach on the part of the Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the Town if the Town is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act of negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the Town. Notwithstanding anything to the contrary contained in this Agreement, the Subdivider does not agree to indemnify and hold the Town harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the Town, its agents, contractors, employees, tenants, or licensees.

24. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute continuing waiver unless expressly provided for by a written amendment to this Agreement, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the Town, the Subdivider, or the Issuer, their heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver of estoppels of the right to do so.

25. Attorney's Fees. Should either party or the Issuer, to the extend Issuer is named as specific beneficiary, be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.

26. Assignability. The benefits and burdens of this Agreement are personal obligations of the Subdivider and also re binding on the heirs, successors, and assigns of the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the Town. The Town's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required security. The Town agrees to release or reduce, as appropriate, the Bond provided by the Subdivider if it accepts substitute security for all or any portion of the Improvements. The Town in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

27. Expiration. This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision or if the Subdivision is vacated by the Subdivider.

28. **Notice**. Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Subdivider: HUNT COMMUNITIES GP, LLC
601 N. MESA, SUITE 1400
EL PASO, TX 79901
Attn: MICHAEL S. VIRAMONTES

if to Town: The Town of Horizon City
14999 Darrington Road
Horizon City, TX 79928
Attn: Andres Renteria, Mayor

if to Issuer: at Issuer's address shown on the Bond

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

29. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

30. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Bond, will be deemed to be proper only if such action is commenced in District Court for **El Paso** County, Texas, or the United States District Court for the District of Texas, Western Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal. The Issuer, by providing a Bond pursuant to the terms of this Agreement, expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.

31. Release Upon Completion. Upon acceptance of all Improvements, the Town agrees: (**a**) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the property from all provisions of this Agreement except those contained in Paragraph 10, and (**b**) to return to the Issuer the Bond and any Escrowed Funds not expended or obligated by the Town for the completion of the Improvements.

32. Captions Immaterial. The numbering, order, and captions or headings of the paragraph of this Agreement are for convenience only and shall not be considered in constraining this Agreement.

33. Entire Agreement. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representatives or modifications concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both parties.

34. Authorization to Complete Blanks. By signing and delivering this Agreement to the appropriate official of the Town, the Subdivider authorizes completion of this Agreement by filling in this Effective Date below.

35. Binding Agreement. The execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the Town. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the effective date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Bond.

EXECUTED by the parties to be effective as of the 6th day of October, 2025.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OFFICIAL: _____
Andres, Mayor

SUBDIVIDER:

HUNT COMMUNITIES GP, LLC
601 N. MESA, SUITE 1900
EL PASO, TX 79901
ATTN: MICHAEL S. VIRAMONTES
VICE PRESIDENT

[SIGNATURES OF THE PARTIES TO BE ACKNOWLEDGED]

ACKNOWLEDGEMENTS

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this 6th day of October, 2025 by **Andres Renteria**, as **Mayor** of the **Town of Horizon City, Texas**.

_____
Notary Public, State of Texas

My commission expires:

ELVIA SCHULLER
My Notary ID # 4914891
Expires January 18, 2027

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ___ day of _____, 20___, by _____, as _____ of _____.

_____
Notary Public, State of Texas

My commission expires:

_____

ACKNOWLEDGEMENTS

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this 23 day of September, 2025, by **Michael S. Viramontes**, as **Vice President** of **Hunt Communities GP, LLC, Subdivider**.

Notary Public, state State of Texas

My commission expires:

5-20-2028

COURTNEY MICHELLE JOHNSON
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 132488734

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ___ day of _____, 20___, by _____, as _____ of _____.

_____

Notary Public,

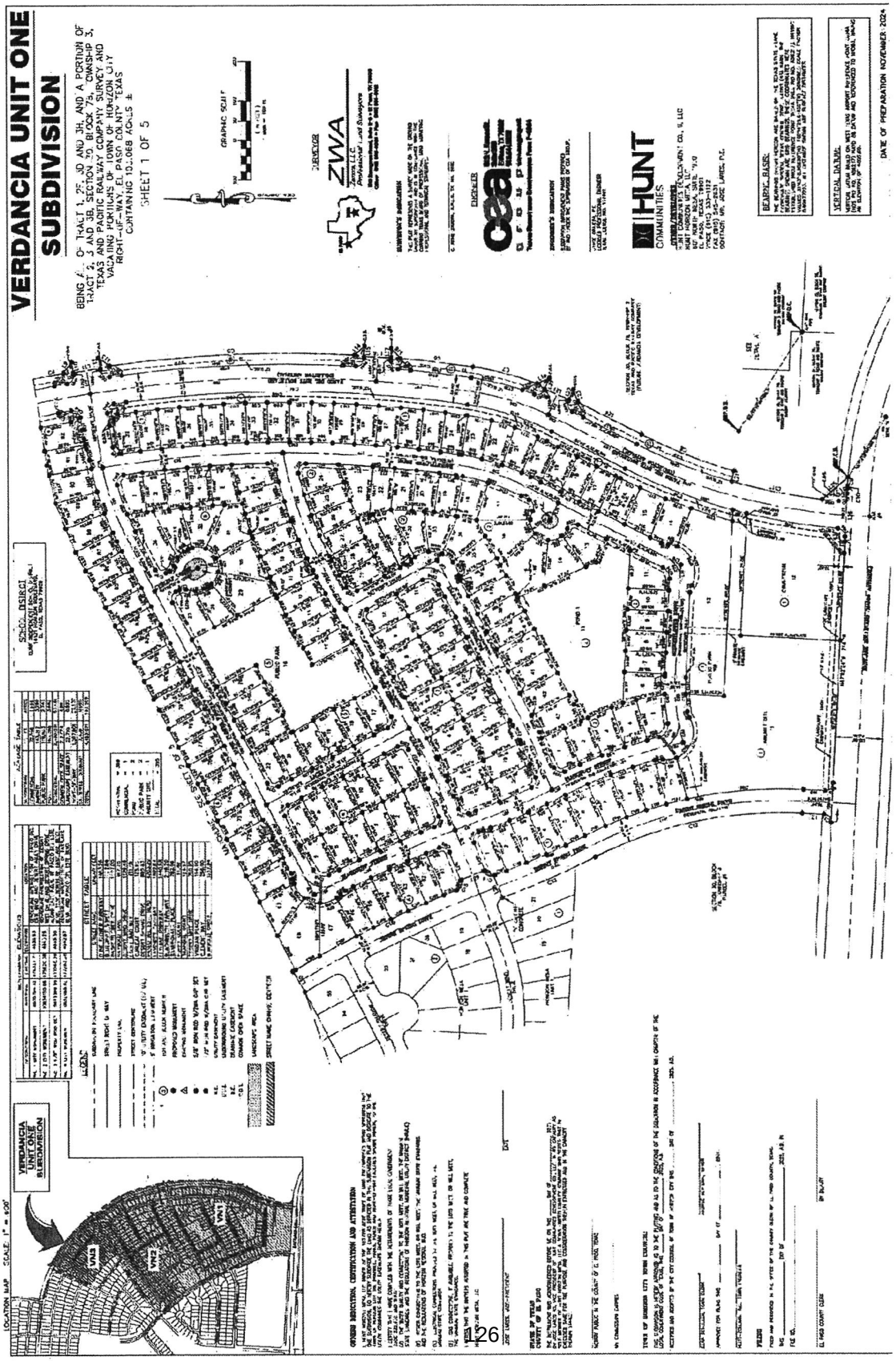
_____

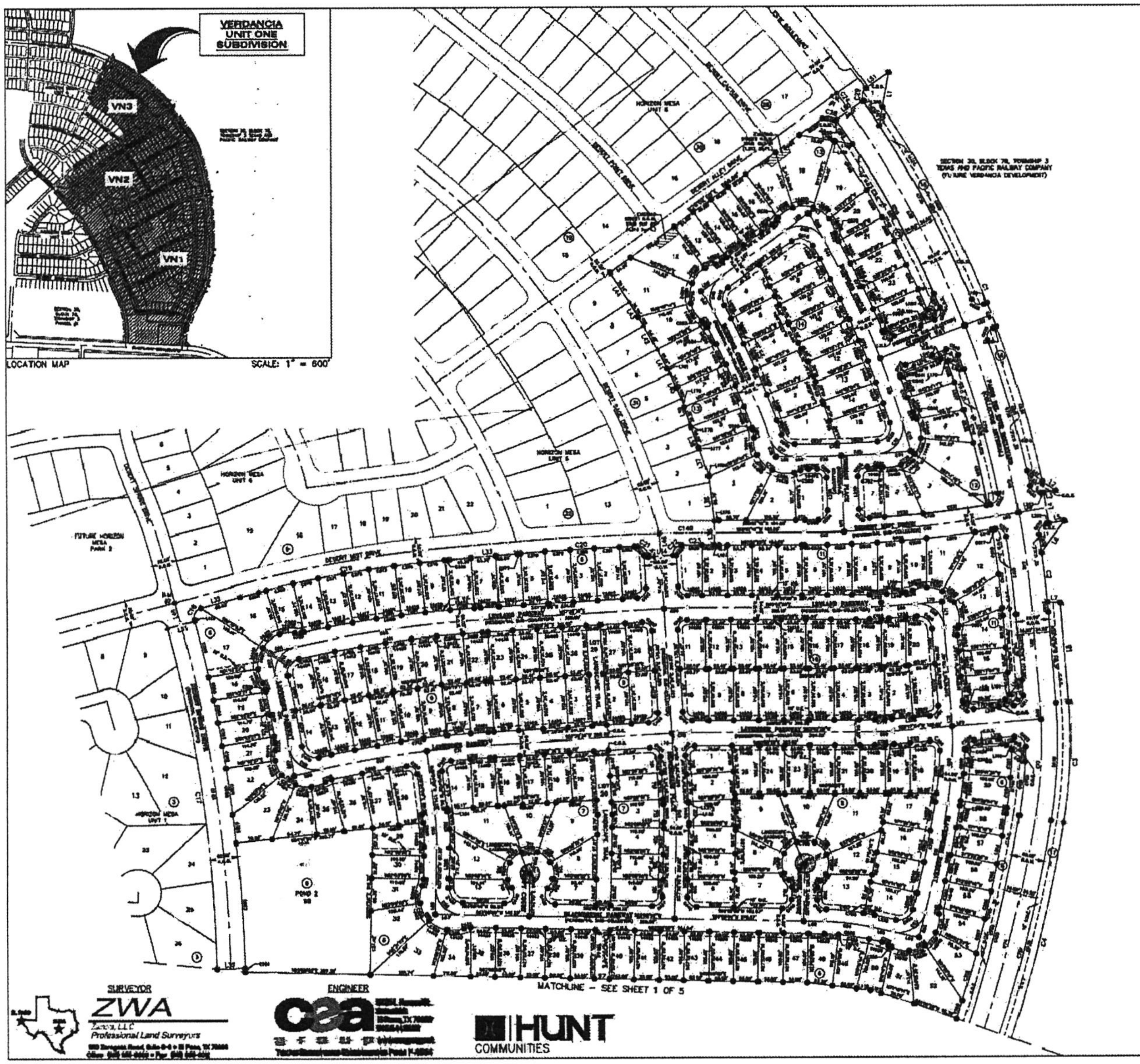
State of Texas
My commission expires:

_____

EXHIBITS:

EXHIBIT A: METES AND BOUNDS DESCRIPTION





VERDANCIA UNIT ONE SUBDIVISION

BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY AND VACATING PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY TEXAS.
CONTAINING 103.068 ACRES ±

SHEET 2 OF 5

PLAT NOTES AND RESTRICTIONS

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).
2. ● — THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
3. THIS SUBDIVISION IS LOCATED WITHIN A FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500 YEAR, AREAS SUBJECT TO INUNDATION BY THE 1%-ANNUAL-CHANCE FLOOD EVENT GENERALLY USING APPROXIMATE METHODOLOGIES, FLOOD PLAIN – PANEL No. 480212 0250B, DATED SEPTEMBER 4, 1991.
4. TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.

   DOCUMENT No. ____________ DATE.
5. RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.

   DOCUMENT No. ____________ DATE.
6. THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO VERDANCIA UNIT ONE BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE FROM EXISTING FACILITIES LOCATED ON PASEO DEL ESTE BOULEVARD AND DESERT SPRING DRIVE, AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION, WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE HRMUD DISTRICT WATER AND SANITARY SEWER SYSTEM, PURSUANT TO RULES AND REGULATIONS OF THE DISTRICT, AND HRMUD, AND OTHER APPLICABLE STATE AND LOCAL RULES AND REGULATIONS.
8. LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS.
9. HUNT HORIZON MESA, LLC, SHALL OBTAIN A PERMIT FROM THE TOWN OF HORIZON CITY PRIOR TO CUTTING ANY EXISTING COUNTY ROADS FOR INSTALLATION OF UTILITIES, CONSTRUCTION OF DRIVEWAYS, OR ANY OTHER PURPOSE.
10. HUNT HORIZON MESA, LLC, HAS PROVIDED ADEQUATE STORM RUNOFF AND PONDING PROVISIONS PRIOR TO SALE OF ANY PROPERTY.
11. HUNT HORIZON MESA, LLC, THE SUBDIVIDER OF VERDANCIA UNIT ONE HAS INSTALLED ALL UTILITY SERVICE LINES TO THE PROPERTY LINES OF THE RESIDENTIAL LOTS AND COMMERCIAL LOTS FRONTING STREETS, UNLESS OTHERWISE APPROVED IN WRITING.
12. ROADS WILL NOT BE MAINTAINED BY THE TOWN OF HORIZON CITY UNTIL PAVED BY HUNT HORIZON MESA, LLC, AND LEGALLY APPROVED AND ACCEPTED.
13. IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 232.0075(A), IT IS HEREBY EXPRESSED THAT ALL PURCHASE CONTRACTS MADE BETWEEN HUNT HORIZON MESA, LLC AND A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
14. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
15. ALL PUBLIC STORMWATER INFRASTRUCTURE, DRAINAGE EASEMENT AND PUBLIC PONDING AREA TO BE MAINTAINED AND OPERATED BY THE TOWN OF HORIZON CITY.
16. LOT 12, BLOCK 1, SHALL BE FOR COMMERCIAL USE ONLY.
17. LOT 11, BLOCK 1, SHALL BE FOR AN AMENITY SITE USE ONLY.
18. LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING SIDEWALKS, PARKWAYS AND DRIVEWAYS ABUTTING THEIR PROPERTY, INCLUDING DOUBLE FRONTAGE LOTS.
19. LOT OWNER FOR LOT 11, BLOCK 1 AND LOT 12, BLOCK 1 SHALL OBTAIN APPROVAL FROM THE TOWN OF HORIZON CITY PRIOR TO COMMERCIAL OR AMENITY SITE LOT DEVELOPMENT. GRADING & DRAINAGE PLANS PREPARED BY A TEXAS LICENSED ENGINEER IS REQUIRED FOR EACH INDIVIDUAL LOT TO BE SUBMITTED FOR REVIEW & APPROVAL BY THE TOWN OF HORIZON CITY.
20. PUBLIC PARKS ARE TO BE DEDICATED AND MAINTAINED BY THE TOWN OF HORIZON CITY.
21. LANDSCAPE EASEMENTS AT EYEBROWS AND CUL-DE-SACS ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
22. LANDSCAPE EASEMENTS WITHIN LOT 11, BLOCK 1 (THE AMENITY CENTER) AND LOT 12, BLOCK 1 (THE COMMERCIAL LOT) ARE TO BE MAINTAINED BY THE LOT OWNER.
23. LANDSCAPE COMMON OPEN SPACE (C.O.S.) (BLOCK 1: LOT 40, LOT 41, LOT 42, LOT 43, BLOCK 6: LOT 93, LOT 94, LOT 95, LOT 96, BLOCK 11: LOT 17, LOT 18, LOT 19, BLOCK 12: LOT 7, LOT 8, LOT 9, BLOCK 13: LOT 25, LOT 26, LOT 27, LOT 28, BLOCK 15: LOT 1, LOT 2, BLOCK 16: LOT 1, LOT 2, BLOCK 17: LOT 1, LOT 2, LOT 3, BLOCK 18: LOT 1, LOT 2, LOT 3, BLOCK 19: LOT 1, LOT 2, LOT 3, BLOCK 20: LOT 1, LOT 2 AND LOT 3), ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
24. REFER TO THE TOWN OF HORIZON CITY CODE OF ORDINANCES CHAPTER 16 OPEN SPACE REGULATIONS IN EFFECT.
25. NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL LOT.
26. THE BUILDER WILL CONSTRUCT A 5' WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF VERDANCIA UNIT ONE, THESE SIDEWALKS ARE LOCATED ALONG THE FRONT, REAR, AND SIDES OF EACH LOT WHERE THE LOT ABUTS A PUBLIC DEDICATED ROAD, UNLESS OTHERWISE NOTED ON THE SUBDIVISION IMPROVEMENTS PLANS.
27. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE OWNED OR LEASED TO, AND MAINTAINED BY THE TOWN OF HORIZON CITY IN ACCORDANCE WITH ITS RULES AND REGULATIONS.
28. THE BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE STREET CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF BUILDING IMPROVEMENTS.
29. ALL UTILITY EASEMENTS ARE 10' WIDE UNLESS OTHERWISE SPECIFIED ON DRAWINGS.
30. VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING PASEO DEL ESTE BOULEVARD, DESERT MIST DRIVE, DESERT ALLEY DRIVE AND DESERT SPRING DRIVE SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSIGNING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.

    INSTRUMENT NO. ____________ DATE ____________
31. LOT 12, BLOCK 2 AND LOT 98, BLOCK 6 ARE DESIGNATED AS PUBLIC PONDING AREAS AND RETENTION PONDS, NO DWELLING/OCCUPANCY SHALL BE PERMITTED ON THESE LOTS. THESE LOTS SHALL BE DEDICATED TO AND MAINTAINED BY THE TOWN OF HORIZON CITY.
32. SIDEWALKS & OPEN SPACE IMPROVEMENTS NOT DEDICATED TO THE TOWN OF HORIZON CITY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION IN PLACE AND SHOULD THE HOA FAIL, THE CURRENT PROPERTY OWNER (HUNT COMMUNITIES LLC) SHALL BE RESPONSIBLE FOR ALL MAINTENANCE.
33. BY APPROVING THIS SUBDIVISION PLAT, THE MAYOR AND THE CITY COUNCIL OF THE TOWN OF HORIZON CITY HEREBY AUTHORIZES THE TRANSFER OF THE PORTION OF RIGHT OF WAY IDENTIFIED AS STUB OUTS ON THIS SUBDIVISION TO HUNT COMMUNITIES LLC AND AGREES THAT PORTION OF THE RIGHT OF WAY IDENTIFIED AS STUB OUTS ARE VACATED BY THIS SUBDIVISION PLAT AND INCORPORATED INTO THE ADJACENT LOTS.
34. DESERT CACTUS DRIVE PORTION OF RIGHT-OF-WAY, EXISTING AS STUB OUT, TO BE VACATED BY THIS SUBDIVISION PLAT (EXISTING STREET R.O.W. STUB OUT #1). SUBDIVIDER SHALL COORDINATE AND ENSURE ALL UTILITY MODIFICATIONS NEEDED WILL BE COORDINATED WITH RESPECTIVE UTILITY COMPANIES.
35. DESERT POINT DRIVE PORTION OF RIGHT-OF-WAY, EXISTING AS STUB OUT, TO BE VACATED BY THIS SUBDIVISION PLAT (EXISTING STREET R.O.W. STUB OUT #2). SUBDIVIDER SHALL COORDINATE AND ENSURE ALL UTILITY MODIFICATIONS NEEDED WILL BE COORDINATED WITH RESPECTIVE UTILITY COMPANIES.
36. THE 24" STORM SEWER INFRASTRUCTURE WITHIN THE 15-FT PRIVATE DRAINAGE EASEMENT ON LOT 11, BLOCK 1 AND LOT 12, BLOCK 1 SHALL BE OPERATED AND MAINTAINED BY THE OWNER OF THE COMMERCIAL SITE, LOT 12, BLOCK 1.

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- PROPERTY LINE
- STREET CENTERLINE
- 10' UTILITY EASEMENT (10' U.E.)
- 5' IRRIGATION EASEMENT
- LOT AND BLOCK NUMBER
- PROPOSED MONUMENT
- EXISTING MONUMENT
- 5/8" IRON ROD W/ZWA CAP SET
- 1/2" IRON ROD W/ZWA CAP SET
- U.E. UTILITY EASEMENT
- U.U.E. UNDERGROUND UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- C.O.S. COMMON OPEN SPACE
- LANDSCAPE AREA
- STREET NAME CHANGE IDENTIFIER

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

SURVEYOR
ZWA
Zarate, LLC
Professional Land Surveyors

ENGINEER
cea

HUNT COMMUNITIES

DATE OF PREPARATION NOVEMBER 2024

EXHIBIT B: SUBDIVISION IMPROVEMENTS

Subdivision Improvements. Subdivider and Town agree the following improvements are required in connection with the approval and development of the Subdivision (collectively, the "Subdivision Improvements"). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the Town in an amount equal to the Estimated Cost of Completion listed below, as follows:

Hunt Communities GP, LLC

VERDANCIA UNIT 1 SUBDIVISION - Specifically PASEO DEL ESTE BLVD

Cost Estimate of Outstanding Improvements to be Dedicated to the Town of Horizon City as of August 25, 2025

Description of Improvements	Total Quantity	Outstanding Quantity	Outstanding %	Unit	Unit Cost	Total Cost	Total Cost of Outstanding Improvements	
Improvements of the following Streets:								
1. Portion of Paseo Del Este Blvd from Sta 0+60.61 to Sta 42+63.61								
Verdancia Unit 1 - PASEO DEL ESTE BLVD								
Engineering								
Design Cost								
Government Fees								
Surveying								
Construction Staking	1.00	0.18	18.00%	LS	$75,000.00	$75,000.00	$13,500.00	
Monumentation	6.00	6.00	100.00%	EA	$650.00	$3,900.00	$3,900.00	
Earthwork								
Grading								
Soils Testing	1.00	0.18	18.00%	LS	$76,833.66	$76,833.66	$13,830.06	
Concrete								
Sidewalks (Part of HOA Landscape Area)	0.00	0.00	#DIV/0!	SF	$3.75	$0.00	$0.00	
Handicap Ramps	48.00	48.00	100.00%	EA	$900.00	$43,200.00	$43,200.00	
Curb & Gutter	16480.00	1129.00	6.85%	LF	$14.00	$230,720.00	$15,806.00	18,804.32
Driveways	see below			SF				
Roadwork								
Paving (2.5" HMAC / 10"BC / 12" SG)	22197.00	1026.00	4.62%	SY	$29.50	$654,811.50	$30,267.00	30,252.29
Paving (2.5" HMAC / 8"BC / 12" SG)	0.00	0.00	#DIV/0!	SY	$29.00	$0.00	$0.00	
Paving (1.5" HMAC / 6"BC / 10" SG)	0.00	0.00	#DIV/0!	SY	$22.00	$0.00	$0.00	
MUD CONTRACT - Water Distribution								
VN-1 MUD Contract								
8" C900 DR18 PVC Mains	277.00	0.00	0.00%	LF	$42.00	$11,634.00	$0.00	
Fire Hydrant Assembly	5.00	0.00	0.00%	EA	$11,000.00	$55,000.00	$0.00	
8"x 16" Tapping Sleeve & Valve	5.00	0.00	0.00%	EA	$8,500.00	$42,500.00	$0.00	
Relocation of Existing 3" Air Release Valve	2.00	0.00	0.00%	EA	$11,000.00	$22,000.00	$0.00	
Gate Valve Adjustments to HMAC	12.00	0.00	0.00%	EA	$500.00	$6,000.00	$0.00	
VN-3 MUD Contract								
8" C900 DR18 PVC Mains	45.00	0.00	0.00%	LF	$40.00	$1,800.00	$0.00	
Fire Hydrant Assembly	2.00	0.00	0.00%	EA	$8,100.00	$16,200.00	$0.00	
8"x 16" Tapping Sleeve & Valve	1.00	0.00	0.00%	EA	$6,000.00	$6,000.00	$0.00	
Gate Valve Adjustments to HMAC	3.00	3.00	100.00%	EA	$500.00	$1,500.00	$1,500.00	
VN-3 MUD Contract								
8" C900 DR18 PVC Mains	43.00	0.00	0.00%	LF	$40.00	$1,720.00	$0.00	
24" Steel Casing on Existing 12" Main	18.00	0.00	0.00%	LF	$350.00	$6,300.00	$0.00	
Fire Hydrant Assembly	2.00	0.00	0.00%	EA	$8,100.00	$16,200.00	$0.00	
Relocation of Existing 2" Air Release Valve	1.00	0.00	0.00%	EA	$2,000.00	$2,000.00	$0.00	
6"x 12" Tapping Sleeve & Valve	1.00	0.00	0.00%	EA	$5,500.00	$5,500.00	$0.00	
Gate Valve Adjustments to HMAC	3.00	3.00	100.00%	EA	$500.00	$1,500.00	$1,500.00	
MUD CONTRACT - Wastewater System								
VN-1 MUD Contract								
8" SDR35 PVC Mains (0- 12' depths)	16.00	0.00	0.00%	LF	$35.00	$560.00	$0.00	
8" SDR35 PVC Mains (12'- 14' depths)	221.00	0.00	0.00%	LF	$35.00	$7,735.00	$0.00	
8" SDR35 PVC Mains (14'- 20' depths)	2214.00	0.00	0.00%	LF	$49.00	$108,486.00	$0.00	
8" C900 DR25 PVC Mains (all depths)	60.00	0.00	0.00%	LF	$79.00	$4,740.00	$0.00	
Standard Type A Manholes (12'- 20' depths)	5.00	0.00	0.00%	EA	$10,000.00	$50,000.00	$0.00	
FRP Drop Manholes	2.00	0.00	0.00%	EA	$19,500.00	$39,000.00	$0.00	
Wastewater MH Adjustments to HMAC	7.00	6.00	85.71%	EA	$600.00	$4,200.00	$3,600.00	
VN-2 MUD Contract								
8" SDR35 PVC Mains (18'- 13' depths)	16.00	0.00	0.00%	LF	$35.00	$560.00	$0.00	
12" SDR35 PVC Mains (9'- 16' depths)	1068.00	0.00	0.00%	LF	$50.00	$53,400.00	$0.00	
12" C900 DR25 PVC Mains (all depths)	20.00	0.00	0.00%	LF	$100.00	$2,000.00	$0.00	
Standard Type A Manholes (10'- 15' depths)	3.00	0.00	0.00%	EA	$10,000.00	$30,000.00	$0.00	
Wastewater MH Adjustments to HMAC	3.00	3.00	100.00%	EA	$500.00	$1,500.00	$1,500.00	
VN-3 MUD Contract								
8" SDR35 PVC Mains (0- 8' depths)	84.00	0.00	0.00%	LF	$34.00	$2,856.00	$0.00	
12" SDR35 PVC Mains (9'- 16' depths)	12.00	0.00	0.00%	LF	$100.00	$1,200.00	$0.00	
8" C900 DR25 PVC Mains (all depths)	20.00	0.00	0.00%	LF	$80.00	$1,600.00	$0.00	
12" C900 DR25 PVC Mains (all depths)	20.00	0.00	0.00%	LF	$100.00	$2,000.00	$0.00	
Standard Type A Manhole (0- 9' depths)	1.00	0.00	0.00%	EA	$8,000.00	$8,000.00	$0.00	
Wastewater MH Adjustments to HMAC	1.00	1.00	100.00%	EA	$500.00	$500.00	$500.00	
Storm Sewer System								
VN-1 MUD Contract								
2-Grate Type I Inlet	1.00	0.00	0.00%	EA	$7,000.00	$7,000.00	$0.00	
8"- 12" Loose Rock Rip Rap w/ Fabric	900.00	0.00	0.00%	SY	$35.00	$22,500.00	$0.00	
VN-3 MUD Contract								
8"- 12" Loose Rock Rip Rap @ Desilting Basin	319.00	319.00	100.00%	SY	$35.00	$11,165.00	$11,165.00	
Miscellaneous								
Guardrails								
Dead End Barricades								
Street/Traffic Signs	42.00	42.00	100.00%	EA	$276.57	$11,616.00	$11,616.00	
Traffic Striping (4"8" white line & stop bars)	1.00	1.00	100.00%	LS	$57,409.00	$57,409.00	$57,409.00	
Double Mast Steel Pole Street Lights	14.00	14.00	100.00%	EA	$8,146.00	$114,043.94	$114,043.94	
Total Cost of Improvements						$1,822,438.10	$323,337.00	323,320.61

Hunt Communities GP, LLC

VERDANCIA UNIT 1 SUBDIVISION - Specifically VN-1

Cost Estimate of Outstanding Improvements to be Dedicated to the Town of Horizon City as of August 25, 2025

Description of Improvements	Total Quantity	Outstanding Quantity	Outstanding %	Unit	Unit Cost	Total Cost	Total Cost of Outstanding Improvements
Improvements of the following Streets:							
1. Basketflower Drive							
2. Raywood Lane							
3. Portion of Desert Wind Drive							
4. Dune Flower Parkway							
5. Portion of Desert Spring Drive							
6. Bluegruff Street							
7. Lacey Oad Way							
8. Curleaf Court							
Verdancia Unit 1 - VN-1							
Engineering							
Design Cost							
Government Fees							
Surveying							
Construction Staking	1.00	0.30	30.00%	LS	$147,742.00	$147,742.00	$44,322.60
Monumentation	15.00	15.00	100.00%	EA	$650.00	$9,750.00	$9,750.00
Earthwork							
Grading							
Soils Testing	1.00	0.30	30.00%	LS	$85,748.44	$85,748.44	$25,724.53
Concrete							
Sidewalks	17830.00	17830.00	100.00%	SF	$3.75	$66,862.50	$66,862.50
Handicap Ramps	32.00	32.00	100.00%	EA	$900.00	$28,800.00	$28,800.00
Curb & Gutter	16540.00	1726.00	10.44%	LF	$14.00	$231,560.00	$24,164.00
Driveways	see below			SF			
Roadwork							
Paving (2.5" HMAC / 10"BC / 12" SG)	0.00	0.00	#DIV/0!	SY	$29.50	$0.00	$0.00
Paving (2.5" HMAC / 8"BC / 12" SG)	0.00	0.00	#DIV/0!	SY	$29.00	$0.00	$0.00
Paving (1.5" HMAC / 6"BC / 10" SG)	30416.00	30416.00	100.00%	SY	$22.00	$669,152.00	$669,152.00
MUD CONTRACT - Water Distribution							
8" C900 DR18 PVC Mains	8336.00	0.00	0.00%	LF	$37.00	$308,432.00	$0.00
8" Class 350 Ductile Iron Pipe Mains	120.00	0.00	0.00%	LF	$99.00	$11,880.00	$0.00
8" Gate Valve w/ Box & Cover	24.00	0.00	0.00%	EA	$2,900.00	$69,600.00	$0.00
6" C900 DR18 PVC Mains	27.00	0.00	0.00%	LF	$79.00	$2,133.00	$0.00
6" Gate Valve w/ Box & Cover	1.00	0.00	0.00%	EA	$2,500.00	$2,500.00	$0.00
Gate Valve Adjustments to HMAC	40.00	40.00	100.00%	EA	$500.00	$20,000.00	$20,000.00
Fire Hydrant Assembly	16.00	0.00	0.00%	EA	$7,500.00	$120,000.00	$0.00
3/4" Water Services w/ Meter Box	175.00	0.00	0.00%	EA	$875.00	$153,125.00	$0.00
3/4" Irrigation Services w/ Meter Box	3.00	0.00	0.00%	EA	$875.00	$2,625.00	$0.00
1" Irrigation Services w/ Meter Box	3.00	0.00	0.00%	EA	$1,500.00	$4,500.00	$0.00
2" Irrigation Services w/ Meter Box	2.00	0.00	0.00%	EA	$4,500.00	$9,000.00	$0.00
MUD CONTRACT - Wastewater System							
8" SDR35 PVC Mains (0- 8' depths)	5293.00	0.00	0.00%	LF	$31.00	$164,083.00	$0.00
8" SDR35 PVC Mains (8- 12' depths)	1042.00	0.00	0.00%	LF	$33.00	$34,386.00	$0.00
8" SDR35 PVC Mains (12- 17' depths)	904.00	0.00	0.00%	LF	$35.00	$31,640.00	$0.00
8" C900 DR25 PVC Mains (all depths)	340.00	0.00	0.00%	LF	$55.00	$18,700.00	$0.00
Standard Type A Manholes (0- 8' depths)	18.00	0.00	0.00%	EA	$10,000.00	$180,000.00	$0.00
Standard Type A Manholes (8- 16' depths)	3.00	0.00	0.00%	EA	$10,000.00	$30,000.00	$0.00
FRP Drop Manholes (all depths)	4.00	0.00	0.00%	EA	$15,000.00	$60,000.00	$0.00
4" Wastewater Services	175.00	0.00	0.00%	EA	$500.00	$87,500.00	$0.00
6" Wastewater Service	1.00	0.00	0.00%	EA	$900.00	$900.00	$0.00
Wastewater MH Adjustments to HMAC	25.00	25.00	100.00%	EA	$600.00	$15,000.00	$15,000.00
Storm Sewer System							
24" Class III RCP Mains	529.00	0.00	0.00%	LF	$80.00	$42,320.00	$0.00
24" Class V RCP Mains	111.00	0.00	0.00%	LF	$95.00	$10,545.00	$0.00
30" Class III RCP Mains	595.00	0.00	0.00%	LF	$110.00	$65,450.00	$0.00
36" Class III RCP Mains	1274.00	0.00	0.00%	LF	$190.00	$242,060.00	$0.00
42" Class III RCP Mains	169.00	0.00	0.00%	LF	$240.00	$40,560.00	$0.00
48" Class III RCP Mains	8.00	0.00	0.00%	LF	$280.00	$2,240.00	$0.00
54" Class III RCP Mains	99.00	0.00	0.00%	LF	$340.00	$33,660.00	$0.00
72" Storm Sewer Manholes (0- 8' depths)	3.00	0.00	0.00%	EA	$9,500.00	$28,500.00	$0.00
72" Storm Sewer Manholes (8- 12' depths)	4.00	0.00	0.00%	EA	$9,500.00	$38,000.00	$0.00
72" Storm Sewer Manholes (12- 16' depths)	6.00	0.00	0.00%	EA	$9,500.00	$57,000.00	$0.00
24" Headwall / Outlet Structure	1.00	0.00	0.00%	EA	$15,000.00	$15,000.00	$0.00
36" Headwall / Outlet Structure	2.00	0.00	0.00%	EA	$15,000.00	$30,000.00	$0.00
42" Headwall / Outlet Structure	1.00	0.00	0.00%	EA	$15,000.00	$15,000.00	$0.00
54" Headwall / Outlet Structure	1.00	0.00	0.00%	EA	$17,000.00	$17,000.00	$0.00
2-Grate Type I Inlet	10.00	0.00	0.00%	EA	$7,000.00	$70,000.00	$0.00
3-Grate Type I Inlet	2.00	0.00	0.00%	EA	$7,000.00	$14,000.00	$0.00
1-Grate Off-Street Inlet	1.00	0.00	0.00%	EA	$7,000.00	$7,000.00	$0.00
2-Grate Off-Street Inlet	1.00	0.00	0.00%	EA	$7,000.00	$7,000.00	$0.00
Storm Manhole Adjustments to HMAC	11.00	11.00	100.00%	EA	$600.00	$6,600.00	$6,600.00
6"- 12" Thick Loose Rock Rip Rap	285.00	0.00	0.00%	SY	$25.00	$7,125.00	$0.00
20' Commercial Pond Driveway	2.00	1.00	50.00%	EA	$2,900.00	$5,800.00	$2,900.00
3.5' Reinforced Concrete Flume	1.00	1.00	100.00%	EA	$1,500.00	$1,500.00	$1,500.00
18' Double Swing Wrought Iron Gate	2.00	2.00	100.00%	EA	$3,500.00	$7,000.00	$7,000.00
Pond (Fine Grade, Depth Gauge, Road)	2.00	1.00	50.00%	LS	$19,000.00	$38,000.00	$19,000.00
Miscellaneous							
Guardrails							
Dead End Barricades							
Street/Traffic Signs	76.00	76.00	100.00%	EA	$250.80	$19,061.00	$19,061.00
Traffic Striping (4" dbl yellow & stop bars)	1.00	1.00	100.00%	LS	$2,530.00	$2,530.00	$2,530.00
Single Mast Steel Pole Street Lights	23.00	23.00	100.00%	EA	$3,825.24	$87,980.56	$87,980.56
Total Cost of Improvements						$3,476,550.50	$1,050,347.19

24,174.86

Hunt Communities GP, LLC

VERDANCIA UNIT 1 SUBDIVISION - Specifically VN-2

Cost Estimate of Outstanding Improvements to be Dedicated to the Town of Horizon City as of August 25, 2025

Description of Improvements	Total Quantity	Outstanding Quantity	Outstanding %	Unit	Unit Cost	Total Cost	Total Cost of Outstanding Improvements	
Improvements of the following Streets:								
1. Layland Parkway								
2. Lavender Parkway								
3. Blackbrush Parkway								
4. Vergrass Place								
5. Portion of Desert Spring Drive								
Verdancia Unit 1 - VN-2								
Engineering								
Design Cost								
Government Fees								
Surveying								
Construction Staking	1.00	0.38	38.00%	LS	$116,876.00	$116,876.00	$42,075.36	
Monumentation	14.00	14.00	100.00%	EA	$650.00	$9,100.00	$9,100.00	
Earthwork								
Grading								
Soils Testing	1.00	0.32	32.00%	LS	$67,391.43	$67,391.43	$21,565.26	
Concrete								
Sidewalks	19650.00	19650.00	100.00%	SF	$3.75	$73,687.50	$73,687.50	
Handicap Ramps	36.00	0.32	0.91%	EA	$900.00	$31,500.00	$288.00	
Curb & Gutter	13210.00	1091.00	8.26%	LF	$14.00	$184,940.00	$15,274.00	15,276.04
Driveways	see below			SF				
Roadwork								
Paving (2.5" HMAC / 10"BC / 12" SG)	0.00	0.00	#DIV/0!	SY	$29.50	$0.00	$0.00	
Paving (2.5" HMAC / 8"BC / 12" SG)	0.00	0.00	#DIV/0!	SY	$29.00	$0.00	$0.00	
Paving (1.5" HMAC / 6"BC / 10" SG)	24524.00	24524.00	100.00%	SY	$22.00	$539,528.00	$539,528.00	
MUD CONTRACT - Water Distribution								
8" C900 DR18 PVC Mains	6939.00	0.00	0.00%	LF	$40.00	$277,560.00	$0.00	
8" Class 350 Ductile Iron Pipe Mains	160.00	0.00	0.00%	LF	$125.00	$20,000.00	$0.00	
8" Gate Valve w/ Box & Cover	21.00	0.00	0.00%	EA	$3,000.00	$63,000.00	$0.00	
Gate Valve Adjustments to HMAC	34.00	34.00	100.00%	EA	$500.00	$17,000.00	$17,000.00	
Fire Hydrant Assembly	13.00	0.00	0.00%	EA	$8,100.00	$105,300.00	$0.00	
3/4" Water Services w/ Meter Box	168.00	0.00	0.00%	EA	$850.00	$142,800.00	$0.00	
3/4" Irrigation Services w/ Meter Box	2.00	0.00	0.00%	EA	$850.00	$1,700.00	$0.00	
1" Irrigation Services w/ Meter Box	2.00	0.00	0.00%	EA	$1,500.00	$3,000.00	$0.00	
MUD CONTRACT - Wastewater System								
8" SDR35 PVC Mains (0- 8' depths)	3939.00	0.00	0.00%	LF	$34.00	$133,926.00	$0.00	
8" SDR35 PVC Mains (8- 12' depths)	1974.00	0.00	0.00%	LF	$36.00	$71,064.00	$0.00	
8" SDR35 PVC Mains (12- 16' depths)	269.00	0.00	0.00%	LF	$40.00	$10,760.00	$0.00	
8" C900 DR25 PVC Mains (all depths)	240.00	0.00	0.00%	LF	$42.00	$10,080.00	$0.00	
Standard Type A Manholes (0- 9' depths)	13.00	0.00	0.00%	EA	$8,000.00	$104,000.00	$0.00	
Standard Type A Manholes (9- 12' depths)	7.00	0.00	0.00%	EA	$9,000.00	$63,000.00	$0.00	
FRP Drop Manholes (all depths)	2.00	0.00	0.00%	EA	$14,000.00	$28,000.00	$0.00	
4" Wastewater Services	168.00	0.00	0.00%	EA	$500.00	$84,000.00	$0.00	
Wastewater MH Adjustments to HMAC	22.00	22.00	100.00%	EA	$500.00	$11,000.00	$11,000.00	
Storm Sewer System								
24" Class III RCP Mains (portion w/ VN-1)	182.00	0.00	0.00%	LF	$95.00	$17,290.00	$0.00	
24" Class IV RCP Mains	17.00	0.00	0.00%	LF	$95.00	$1,615.00	$0.00	
24" Class V RCP Mains	17.00	0.00	0.00%	LF	$95.00	$1,615.00	$0.00	
30" Class III RCP Mains	151.00	0.00	0.00%	LF	$115.00	$17,365.00	$0.00	
36" Class III RCP Mains (portion w/ VN-1)	727.00	0.00	0.00%	LF	$185.00	$134,495.00	$0.00	
42" Class III RCP Mains	238.00	0.00	0.00%	LF	$220.00	$52,360.00	$0.00	
48" Class III RCP Mains (portion w/ VN-1)	120.00	0.00	0.00%	LF	$250.00	$30,000.00	$0.00	
54" Class III RCP Mains (w/ VN-1)	0.00	0.00	#DIV/0!	LF	$340.00	$0.00	$0.00	
48" Storm Sewer Manhole (0- 8' depths)	1.00	0.00	0.00%	EA	$8,000.00	$8,000.00	$0.00	
72" Storm Sewer Manholes (0- 8' depths)	2.00	0.00	0.00%	EA	$9,500.00	$19,000.00	$0.00	
72" Storm Sewer Manholes (8- 12' depths) *	5.00	0.00	0.00%	EA	$10,000.00	$50,000.00	$0.00	
72" Storm Sewer Manholes (12- 16' depths) *	5.00	0.00	0.00%	EA	$10,000.00	$50,000.00	$0.00	
24" Headwall / Outlet Structure (w/ VN-1)	0.00	0.00	#DIV/0!	EA	$15,000.00	$0.00	$0.00	
36" Headwall / Outlet Structure (w/ VN-1)	0.00	0.00	#DIV/0!	EA	$15,000.00	$0.00	$0.00	
54" Headwall / Outlet Structure (w/ VN-1)	0.00	0.00	#DIV/0!	EA	$17,000.00	$0.00	$0.00	
2-Grate Type I Inlet	10.00	0.00	0.00%	EA	$7,500.00	$75,000.00	$0.00	
Storm Manhole Adjustments to HMAC	8.00	8.00	100.00%	EA	$500.00	$4,000.00	$4,000.00	
20' Commercial Pond Driveway (VN-1)	0.00	0.00	#DIV/0!	EA	$2,900.00	$0.00	$0.00	
18' Double Swing Wrought Iron Gate (VN-1)	0.00	0.00	#DIV/0!	EA	$3,500.00	$0.00	$0.00	
Pond (Fine Grade, Depth Gauge, Road)(VN-1)	0.00	0.00	#DIV/0!	LS	$19,000.00	$0.00	$0.00	
Miscellaneous								
Guardrails								
Dead End Barricades								
Street/Traffic Signs	62.00	62.00	100.00%	EA	$246.74	$15,296.00	$15,296.00	
Traffic Striping (4" dbl yellow & stop bars)	1.00	1.00	100.00%	LS	$3,575.00	$3,575.00	$3,575.00	
Single Mast Steel Pole Street Lights	24.00	24.00	100.00%	EA	$3,900.29	$93,606.98	$93,606.98	
Total Cost of Improvements						$2,742,370.91	$846,936.10	

Hunt Communities GP, LLC

VERDANCIA UNIT 1 SUBDIVISION - Specifically VN-3

Cost Estimate of Outstanding Improvements to be Dedicated to the Town of Horizon City as of August 25, 2025

Description of Improvements	Total Quantity	Outstanding Quantity	Outstanding %	Unit	Unit Cost	Total Cost	Total Cost of Outstanding Improvements
Improvements of the following Streets:							
1. Portion of Desert Mist Drive							
2. Viridian Place							
3. Burwood Circle							
4. Clement Way							
Verdancia Unit 1 - VN-3							
Engineering							
Design Cost							
Government Fees							
Surveying							
Construction Staking	1.00	0.45	45.00%	LS	$40,382.00	$40,382.00	$18,171.90
Monumentation	7.00	7.00	100.00%	EA	$650.00	$4,550.00	$4,550.00
Earthwork							
Grading							
Soils Testing	1.00	0.45	45.00%	LS	$23,369.89	$23,369.89	$10,516.45
Concrete							
Sidewalks	3450.00	3450.00	100.00%	SF	$3.75	$12,937.50	$12,937.50
Handicap Ramps	6.00	6.00	100.00%	EA	$900.00	$5,400.00	$5,400.00
Curb & Gutter	3890.00	3890.00	100.00%	LF	$14.00	$54,460.00	$54,460.00
Driveways	see below			SF			
Roadwork							
Paving (2.5" HMAC / 10"BC / 12" SG)	0.00	0.00	#DIV/0!	SY	$29.50	$0.00	$0.00
Paving (2.5" HMAC / 8"BC / 12" SG)	0.00	0.00	#DIV/0!	SY	$29.00	$0.00	$0.00
Paving (1.5" HMAC / 6"BC / 10" SG)	7462.00	7462.00	100.00%	SY	$22.00	$164,164.00	$164,164.00
MUD CONTRACT - Water Distribution							
8" C900 DR18 PVC Mains	2320.00	0.00	0.00%	LF	$40.00	$92,800.00	$0.00
8" Class 350 Ductile Iron Pipe Mains	80.00	0.00	0.00%	LF	$125.00	$10,000.00	$0.00
8" Gate Valve w/ Box & Cover	7.00	0.00	0.00%	EA	$3,000.00	$21,000.00	$0.00
Gate Valve Adjustments to HMAC	12.00	12.00	100.00%	EA	$500.00	$6,000.00	$6,000.00
Fire Hydrant Assembly	5.00	0.00	0.00%	EA	$8,100.00	$40,500.00	$0.00
3/4" Water Services w/ Meter Box	46.00	0.00	0.00%	EA	$850.00	$39,100.00	$0.00
3/4" Irrigation Services w/ Meter Box	1.00	0.00	0.00%	EA	$850.00	$850.00	$0.00
1" Irrigation Services w/ Meter Box	1.00	0.00	0.00%	EA	$1,500.00	$1,500.00	$0.00
MUD CONTRACT - Wastewater System							
8" SDR35 PVC Mains (0- 8' depths)	1893.00	0.00	0.00%	LF	$34.00	$64,362.00	$0.00
8" C900 DR25 PVC Mains (all depths)	120.00	0.00	0.00%	LF	$42.00	$5,040.00	$0.00
Standard Type A Manholes (0- 9' depths)	6.00	0.00	0.00%	EA	$8,000.00	$48,000.00	$0.00
4" Wastewater Services	46.00	0.00	0.00%	EA	$500.00	$23,000.00	$0.00
Wastewater MH Adjustments to HMAC	6.00	6.00	100.00%	EA	$500.00	$3,000.00	$3,000.00
Storm Sewer System - not applicable							
Miscellaneous							
Guardrails							
Dead End Barricades							
Street/Traffic Signs	29.00	29.00	100.00%	EA	$235.07	$6,817.00	$6,817.00
Traffic Striping (4" dbl yellow & stop bars)	1.00	1.00	100.00%	LS	$2,530.00	$2,530.00	$2,530.00
Single Mast Steel Pole Street Lights	7.00	7.00	100.00%	EA	$3,900.29	$27,302.04	$27,302.04
Total Cost of Improvements						$697,064.43	$315,848.89

EXHIBIT C: BOND

PERFORMANCE BOND

Bond No. 800091396

KNOW ALL MEN BY THESE PRESENTS: That we Hunt Communities GP, LLC (Principal Company) as principal, and Atlantic Specialty Insurance Company (Surety Company) as Surety, are authorized to do business in the State of Texas, are held and firmly bound unto the **Town of Horizon City** as Obligee, in the penal sum of three hundred twenty three thousand three hundred twenty dollars & 61/100 ---- (Dollar amount - written out) ($ 323,320.61) (dollar amount - numeric) Dollars lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, and our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Hunt Communities GP, LLC (Principal Company) has agreed to construct in Town of Horizon City the following Improvements VERDANCIA UNIT 1-PASEO DEL ESTE BLVD (Plat & Unit number).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said conditions of improvements and shall in all respects comply with the requisite of the Town of Horizon City Ordinances, then this obligation shall be void; otherwise to remain in full force and effect;

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18th (Day) day of September (Month), 2025.

Hunt Communities GP, LLC
Principal Company

By: _____
Signature

Title: Vice President

Print Name: Michael S. Viramontes
Name typed

Address: P.O. Box 12220
City, State, Zip: El Paso, Texas 79913
Telephone Number: 915-533-1122
Email Address: mike.viramontes@huntcompanies.com

Atlantic Specialty Insurance Company
Surety Company

By: _____
Signature

Title: Attorney-in-Fact

Print Name: Paul D. Gilcrease
Name typed

Address: 601 N. Mesa, Ste. 1550
City, State, Zip: El Paso, Texas 79901
Telephone Number: 915-206-6023
Email Address: paul.gilcrease@hubinternational.com

**Attach Power of Attorney & approved cost estimate

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Irma Herrada, John M. Rindt, Paul D. Gilcrease, Sal Beltran**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of September, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede communicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.

PERFORMANCE BOND

Bond No. 800091399

KNOW ALL MEN BY THESE PRESENTS: That we Hunt Communities GP, LLC (Principal Company) as principal, and Atlantic Specialty Insurance Company (Surety Company) as Surety, are authorized to do business in the State of Texas, are held and firmly bound unto the **Town of Horizon City** as Obligee, in the penal sum of one million fifty thousand three hundred fifty eight dollars & 05/100 ---- (Dollar amount - written out) ($1,050,358.05) (dollar amount - numeric) Dollars lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, and our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Hunt Communities GP, LLC (Principal Company) has agreed to construct in Town of Horizon City the following Improvements VERDANCIA UNIT 1 SUBDIVISION-VN-1 (Plat & Unit number).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said conditions of improvements and shall in all respects comply with the requisite of the Town of Horizon City Ordinances, then this obligation shall be void; otherwise to remain in full force and effect;

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18th (Day) day of September (Month), 2025.

Hunt Communities GP, LLC
Principal Company

By: _____
Signature

Title: Vice President

Print Name: Michael S. Viramontes
Name typed

Address: P.O. Box 12220
City, State, Zip: El Paso, Texas 79913
Telephone Number: 915-533-1122
Email Address: mike.viramontes@huntcompanies.com

Atlantic Specialty Insurance Company
Surety Company

By: _____
Signature

Title: Attorney-in-Fact

Print Name: Paul D. Gilcrease
Name typed

Address: 601 N. Mesa, Ste. 1550
City, State, Zip: El Paso, Texas 79901
Telephone Number: 915-206-6023
Email Address: paul.gilcrease@hubinternational.com

**Attach Power of Attorney & approved cost estimate

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Irma Herrada, John M. Rindt, Paul D. Gilcrease, Sal Beltran**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of September, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007
Web: www.tdi.texas.gov
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UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.

PERFORMANCE BOND

Bond No. 800091398

KNOW ALL MEN BY THESE PRESENTS: That we Hunt Communities GP, LLC (Principal Company) as principal, and Atlantic Specialty Insurance Company (Surety Company) as Surety, are authorized to do business in the State of Texas, are held and firmly bound unto the **Town of Horizon City** as Obligee, in the penal sum of eight hundred forty five thousand nine hundred thirty eight dollars & 14/100 ---- (Dollar amount - written out) ($ 845,938.14) (dollar amount - numeric) Dollars lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, and our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Hunt Communities GP, LLC (Principal Company) has agreed to construct in Town of Horizon City the following Improvements VERDANCIA UNIT 1 SUBDIVISION-VN-2 (Plat & Unit number).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said conditions of improvements and shall in all respects comply with the requisite of the Town of Horizon City Ordinances, then this obligation shall be void; otherwise to remain in full force and effect;

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18th (Day) day of September (Month), 2025.

Hunt Communities GP, LLC
Principal Company

By: _____
Signature

Title: Vice President

Print Name: Michael S. Viramontes
Name typed

Address: P.O. Box 12220
City, State, Zip: El Paso, Texas 79913
Telephone Number: 915-533-1122
Email Address: mike.viramontes@huntcompanies.com

Atlantic Specialty Insurance Company
Surety Company

By: _____
Signature

Title: Attorney-in-Fact

Print Name: Paul D. Gilcrease
Name typed

Address: 601 N. Mesa, Ste. 1550
City, State, Zip: El Paso, Texas 79901
Telephone Number: 915-206-6023
Email Address: paul.gilcrease@hubinternational.com

**Attach Power of Attorney & approved cost estimate

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Irma Herrada, John M. Rindt, Paul D. Gilcrease, Sal Beltran**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of September, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

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You may also write to your Insurance Carrier at:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
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DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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PERFORMANCE BOND

Bond No. 800091397

KNOW ALL MEN BY THESE PRESENTS: That we Hunt Communities GP, LLC (Principal Company) as principal, and Atlantic Specialty Insurance Company (Surety Company) as Surety, are authorized to do business in the State of Texas, are held and firmly bound unto the **Town of Horizon City** as Obligee, in the penal sum of three hundred fifteen thousand eight hundred forty eight dollars & 89/100 ---- (Dollar amount - written out) ($ 315,848.89) (dollar amount - numeric) Dollars lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, and our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Hunt Communities GP, LLC (Principal Company) has agreed to construct in Town of Horizon City the following Improvements VERDANCIA UNIT 1 SUBDIVISION-VN-3 (Plat & Unit number)

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said conditions of improvements and shall in all respects comply with the requisite of the Town of Horizon City Ordinances, then this obligation shall be void; otherwise to remain in full force and effect;

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18th (Day) day of September (Month), 2025.

Hunt Communities GP, LLC
Principal Company

By: _____
Signature

Title: Vice President

Print Name: Michael S. Viramontes
Name typed

Address: P.O. Box 12220
City, State, Zip: El Paso, Texas 79913
Telephone Number: 915-533-1122
Email Address: mike.viramontes@huntcompanies.com

Atlantic Specialty Insurance Company
Surety Company

By: _____
Signature

Title: Attorney-in-Fact

Print Name: Paul D. Gilcrease
Name typed

Address: 601 N. Mesa, Ste. 1550
City, State, Zip: El Paso, Texas 79901
Telephone Number: 915-206-6023
Email Address: paul.gilcrease@hubinternational.com

**Attach Power of Attorney & approved cost estimate

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Irma Herrada, John M. Rindt, Paul D. Gilcrease, Sal Beltran**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

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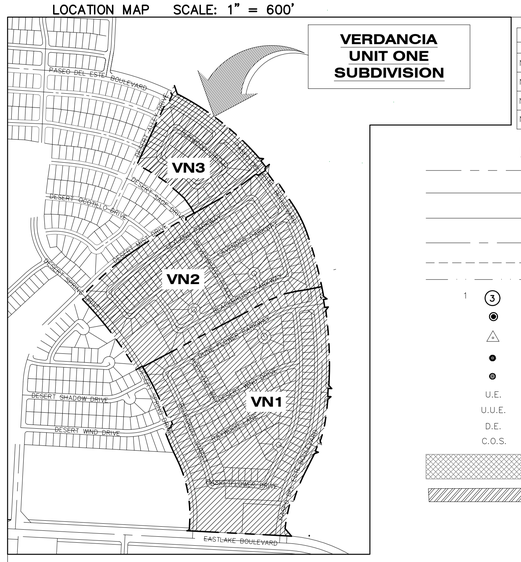
VERDANCIA UNIT ONE SUBDIVISION

BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY AND VACATING PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY TEXAS.
CONTAINING 103.068 ACRES ±

SHEET 1 OF 5

LOCATION MAP SCALE: 1" = 600'



BENCHMARK ELEVATIONS

DESCRIPTION	NORTHING	EASTING	ELEVATION	LOCATION
NO. 1 CITY MONUMENT	10635794.02	476327.71	4036.93	CENTERLINE INTERSECTION OF PASEO DEL ESTE BLVD. AND DESERT ALLEY DRIVE
NO. 2 CITY MONUMENT	10634150.08	475620.38	4040.25	CENTERLINE INTERSECTION OF DESERT MIST DRIVE AND DESERT SPRING DRIVE
NO. 3 5/8" IRON ROD SET	10633308.30	477760.38	4045.30	ALONG EAST R.O.W. OF PASEO DEL ESTE BLVD., 1330' NORTH OF EASTLAKE BLVD.
NO. 4 CITY MONUMENT	10632055.92	477283.28	4042.87	CENTERLINE INTERSECTION OF EASTLAKE BLVD. AND PASEO DEL ESTE BLVD.

ACREAGE TABLE

DESCRIPTION	SQ. FT.	ACRES
COMMERCIAL	72,556	1.666
AMENITY	143,312	3.290
PUBLIC PARK	119,503	2.743
POND	160,388	3.682
RESIDENTIAL	2,488,831	57.136
COMMON OPEN SPACE	212,024	4.867
LANDSCAPE EASEMENT	22,730	0.522
RIGHT-OF-WAY	1,267,901	29.107
EX. STREET STUBOUT	2,426	0.055
TOTAL	4,489,671	103.068

SCHOOL DISTRICT

CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BOULEVARD,
EL PASO, TEXAS 79928

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- PROPERTY LINE
- STREET CENTERLINE
- 10' UTILITY EASEMENT (10' U.E)
- 5' IRRIGATION EASEMENT
- 1 (3) LOT AND BLOCK NUMBER
- PROPOSED MONUMENT
- EXISTING MONUMENT
- 5/8" IRON ROD W/ZWA CAP SET
- 1/2" IRON ROD W/ZWA CAP SET
- U.E. UTILITY EASEMENT
- U.U.E. UNDERGROUND UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- C.O.S. COMMON OPEN SPACE
- LANDSCAPE AREA
- STREET NAME CHANGE IDENTIFIER

STREET TABLE

STREET NAME	LINEAR FEET
DUNE FLOWER PARKWAY	1463.26
BLUEGRUFF STREET	1022.66
BASKETFLOWER DRIVE	1997.05
RAYWOOD LANE	917.25
DESERT WIND DRIVE	1179.45
LACEY OAD WAY	411.15
CURLEAF COURT	125.65
DESERT SPRING DRIVE	895.83
PASEO DEL ESTE BLVD	4203.20
LAVENDER PARKWAY	1869.64
LEYLAND PARKWAY	1440.58
BLACKBRUSH PARKWAY	2118.20
SILVERGRASS PLACE	782.06
POPPY COURT	91.49
TRANQUIL COURT	124.57
DESERT MIST DRIVE	710.05
VIRIDIAN PLACE	164.00
CLEMENT WAY	256.00
BURWOOD CIRCLE	1517.94

RESIDENTIAL	=	389
COMMERCIAL	=	1
POND	=	2
PUBLIC PARK	=	2
AMENITY SITE	=	1
TOTAL	=	395

OWNERS DEDICATION, CERTIFICATION AND ATTESTATION

I, HUNT HORIZON MESA, LLC OWNER OF THE 103.068 ACRE TRACT OF LAND ENCOMPASSED WITHIN VERDANCIA UNIT ONE SUBDIVISION, DO HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE TOWN OF HORIZON CITY THE DRAINAGE, PARKS, PONDS AND RIGHT-OF-WAY FACILITIES SHOWN HEREIN, TO THE UTILITY COMPANIES THE UTILITY EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND THE REGULATIONS OF HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT (HRMUD)

(B) SEWER CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND THE REGULATIONS OF HORIZON REGIONAL MUD.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

HUNT HORIZON MESA, LLC

JOSE LARES, VICE-PRESIDENT _____ DATE _____

STATE OF TEXAS
COUNTY OF EL PASO

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025 BY JOSE LARES AS, VICE PRESIDENT OF HUNT COMMUNITIES DEVELOPMENT CO., LLC, IN ITS CAPACITY AS SOLE MEMBER OF HUNT HORIZON MESA, LLC A TEXAS LIMITED LIABILITY COMPANY WHO STATED THAT HE EXECUTED SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN THE COUNTY OF EL PASO, TEXAS

MY COMMISSION EXPIRES

TOWN OF HORIZON CITY TOWN COUNCIL:

THIS SUBDIVISION IS HEREBY APPROVED AS TO THE PLATTING AND AS TO THE CONDITIONS OF THE DEDICATION IN ACCORDANCE WITH CHAPTER OF THE LOCAL GOVERNMENT CODE OF TEXAS, THIS _____, DAY OF _____, 2025, A.D.

ACCEPTED AND ADOPTED BY THE CITY COUNCIL OF TOWN OF HORIZON CITY THIS _____, DAY OF _____, 2025, A.D.

ELVIA SCHULLER, TOWN CLERK _____ ANDRES RENTERIA, MAYOR _____

APPROVED FOR FILING THIS _____ DAY OF _____, 2025.

HUITT-ZOLLARS, INC., TOWN ENGINEER

FILING

FILED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS,

THIS _____ DAY OF _____ 2025, A.D. IN

FILE NO. _____

EL PASO COUNTY CLERK _____ BY DEPUTY _____

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

SURVEYOR

ZWA
Zamora, L.L.C.
Professional Land Surveyors
1510 Zaragosa Road, Suite B-8 • El Paso, TX 79936
Office: (915) 955-9009 • Fax: (915) 855-9012

SURVEYOR'S DEDICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND IS IN COMPLIANCE WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS.

G. RENE ZAMORA, R.P.L.S. TX. NO. 5682

ENGINEER

cea group
813 N. Kansas St.
Suite 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net
TEXAS REGISTERED ENGINEERING FIRM F-4564

ENGINEER'S DEDICATION

SUBDIVISION IMPROVEMENT PLANS PREPARED BY AND UNDER THE SUPERVISION OF CEA GROUP.

JORGE GRAJEDA, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 117401

OWNER/DEVELOPER

HUNT COMMUNITIES
HUNT COMMUNITIES DEVELOPMENT CO., II, LLC
HUNT HORIZON MESA, LLC
601 NORTH MESA, SUITE 1900
EL PASO, TEXAS 79901
VOICE (915) 533-1122
FAX (915) 545-2631
CONTACT: MR. JOSE LARES, P.E.

BEARING BASIS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04A (NGS PID NO. AB6217), HAVING VALUES 31°43'10.98688"(N), 106°14'29.61456"(W) COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

VERTICAL DATUM:

VERTICAL DATUM BASED ON WEST TEXAS AIRPORT REFERENCE POINT TX04A (NGS PID NO. AB6217) NAVD 88 DATUM AND REFERENCED TO NAD83, HAVING AN ELEVATION OF 4005.60.

DATE OF PREPARATION NOVEMBER 2024

VERDANCIA UNIT ONE SUBDIVISION

BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY AND VACATING PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY TEXAS.
CONTAINING 103.068 ACRES ±

SHEET 2 OF 5

LOCATION MAP SCALE: 1" = 600'

PLAT NOTES AND RESTRICTIONS

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).
2. ◉ = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
3. THIS SUBDIVISION IS LOCATED WITHIN A FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR, AREAS SUBJECT TO INUNDATION BY THE 1%-ANNUAL-CHANCE FLOOD EVENT GENERALLY USING APPROXIMATE METHODOLOGIES. FLOOD PLAIN - PANEL No. 480212 0250B, DATED SEPTEMBER 4, 1991.
4. TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.

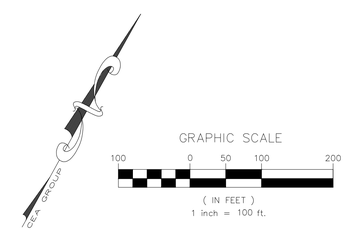
   DOCUMENT No. _____, DATE.
5. RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.

   DOCUMENT No. _____, DATE.
6. THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO VERDANCIA UNIT ONE BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE FROM EXISTING FACILITIES LOCATED ON PASEO DEL ESTE BOULEVARD AND DESERT SPRING DRIVE. AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION, WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE HRMUD DISTRICT WATER AND SANITARY SEWER SYSTEM, PURSUANT TO RULES AND REGULATIONS OF THE DISTRICT, AND HRMUD, AND OTHER APPLICABLE STATE AND LOCAL RULES AND REGULATIONS.
8. LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS.
9. HUNT HORIZON MESA, LLC, SHALL OBTAIN A PERMIT FROM THE TOWN OF HORIZON CITY PRIOR TO CUTTING ANY EXISTING COUNTY ROADS FOR INSTALLATION OF UTILITIES, CONSTRUCTION OF DRIVEWAYS, OR ANY OTHER PURPOSE.
10. HUNT HORIZON MESA, LLC, HAS PROVIDED ADEQUATE STORM RUNOFF AND PONDING PROVISIONS PRIOR TO SALE OF ANY PROPERTY.
11. HUNT HORIZON MESA, LLC, THE SUBDIVIDER OF VERDANCIA UNIT ONE HAS INSTALLED ALL UTILITY SERVICE LINES TO THE PROPERTY LINES OF THE RESIDENTIAL LOTS AND COMMERCIAL LOTS FRONTING STREETS, UNLESS OTHERWISE APPROVED IN WRITING.
12. ROADS WILL NOT BE MAINTAINED BY THE TOWN OF HORIZON CITY UNTIL PAVED BY HUNT HORIZON MESA, LLC, AND LEGALLY APPROVED AND ACCEPTED.
13. IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 232.025(6), IT IS HEREBY EXPRESSED THAT ALL PURCHASE CONTRACTS MADE BETWEEN HUNT HORIZON MESA, LLC, AND A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
14. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
15. ALL PUBLIC STORMWATER INFRASTRUCTURE, DRAINAGE EASEMENT AND PUBLIC PONDING AREA TO BE MAINTAINED AND OPERATED BY THE TOWN OF HORIZON CITY.
16. LOT 12, BLOCK 1, SHALL BE FOR COMMERCIAL USE ONLY.
17. LOT 11, BLOCK 1, SHALL BE FOR AN AMENITY SITE USE ONLY.
18. LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING SIDEWALKS, PARKWAYS AND DRIVEWAYS ABUTTING THEIR PROPERTY, INCLUDING DOUBLE FRONTAGE LOTS.
19. LOT OWNER FOR LOT 11, BLOCK 1 AND LOT 12, BLOCK 1 SHALL OBTAIN APPROVAL FROM THE TOWN OF HORIZON CITY PRIOR TO COMMERCIAL OR AMENITY SITE LOT DEVELOPMENT. GRADING & DRAINAGE PLANS PREPARED BY A TEXAS LICENSED ENGINEER IS REQUIRED FOR EACH INDIVIDUAL LOT TO BE SUBMITTED FOR REVIEW & APPROVAL BY THE TOWN OF HORIZON CITY.
20. PUBLIC PARKS ARE TO BE DEDICATED AND MAINTAINED BY THE TOWN OF HORIZON CITY.
21. LANDSCAPE EASEMENTS AT EYEBROWS AND CUL-DE-SACS ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).....
22. LANDSCAPE EASEMENTS WITHIN LOT 11, BLOCK 1 (THE AMENITY CENTER) AND LOT 12, BLOCK 1 (THE COMMERCIAL LOT) ARE TO BE MAINTAINED BY THE LOT OWNER.
23. LANDSCAPE COMMON OPEN SPACE (C.O.S.) (BLOCK 1: LOT 40, LOT 41, LOT 42, LOT 43, BLOCK 6: LOT 93, LOT 94, LOT 95, LOT 96, BLOCK 11: LOT 17, LOT 18, LOT 19, BLOCK 12: LOT 7, LOT 8, LOT 9, BLOCK 13: LOT 25, LOT 26, LOT 27, LOT 28, BLOCK 15: LOT 1, LOR 2, BLOCK 16: LOT 1, LOT 2, BLOCK 17: LOT 1, LOT 2, LOT 3, BLOCK 18: LOT 1, LOT 2, LOT 3, BLOCK 19: LOT 1, LOT 2, LOT 3, BLOCK 20: LOT 1, LOR 2 AND LOT 3) ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).....
24. REFER TO THE TOWN OF HORIZON CITY CODE OF ORDINANCES CHAPTER 14 OPEN SPACE REGULATIONS IN EFFECT.
25. NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL LOT.
26. THE BUILDER WILL CONSTRUCT A 5' WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF VERDANCIA UNIT ONE. THESE SIDEWALKS ARE LOCATED ALONG THE FRONT, REAR, AND SIDES OF EACH LOT WHERE THE LOT ABUTS A PUBLIC DEDICATED ROAD, UNLESS OTHERWISE NOTED ON THE SUBDIVISION IMPROVEMENTS PLANS.
27. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE OWNED OR LEASED TO, AND MAINTAINED BY THE TOWN OF HORIZON CITY IN ACCORDANCE WITH ITS RULES AND REGULATIONS.
28. THE BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE STREET CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF BUILDING IMPROVEMENTS.
29. ALL UTILITY EASEMENTS ARE 10' WIDE UNLESS OTHERWISE SPECIFIED ON DRAWINGS.
30. VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING PASEO DEL ESTE BOULEVARD, DESERT MIST DRIVE, DESERT ALLEY DRIVE AND DESERT SPRING DRIVE SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.

    INSTRUMENT NO._____, DATE_____
31. LOT 12, BLOCK 2 AND LOT 98, BLOCK 6 ARE DESIGNATED AS PUBLIC PONDING AREAS AND RETENTION PONDS. NO DWELLING/OCCUPANCY SHALL BE PERMITTED ON THESE LOTS. THESE LOTS SHALL BE DEDICATED TO AND MAINTAINED BY THE TOWN OF HORIZON CITY.
32. SIDEWALKS & OPEN SPACE IMPROVEMENTS NOT DEDICATED TO THE TOWN OF HORIZON CITY SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION IN PLACE AND SHOULD THE HOA FAIL, THE CURRENT PROPERTY OWNER (HUNT COMMUNITIES LLC) SHALL BE RESPONSIBLE FOR ALL MAINTENANCE.
33. BY APPROVING THIS SUBDIVISION PLAT, THE MAYOR AND THE CITY COUNCIL OF THE TOWN OF HORIZON CITY HEREBY AUTHORIZES THE TRANSFER OF THE PORTION OF RIGHT OF WAY IDENTIFIED AS STUB OUTS ON THIS SUBDIVISION TO HUNT COMMUNITIES LLC AND AGREES THAT PORTION OF THE RIGHT OF WAY IDENTIFIED AS STUB OUTS ARE VACATED BY THIS SUBDIVISION PLAT AND INCORPORATED INTO THE ADJACENT LOTS.
34. DESERT CACTUS DRIVE PORTION OF RIGHT-OF-WAY, EXISTING AS STUB OUT, TO BE VACATED BY THIS SUBDIVISION PLAT (EXISTING STREET R.O.W. STUB OUT #1). SUBDIVIDER SHALL COORDINATE AND ENSURE ALL UTILITY MODIFICATIONS NEEDED WILL BE COORDINATED WITH RESPECTIVE UTILITY COMPANIES.
35. DESERT POINT DRIVE PORTION OF RIGHT-OF-WAY, EXISTING AS STUB OUT, TO BE VACATED BY THIS SUBDIVISION PLAT (EXISTING STREET R.O.W. STUB OUT #2). SUBDIVIDER SHALL COORDINATE AND ENSURE ALL UTILITY MODIFICATIONS NEEDED WILL BE COORDINATED WITH RESPECTIVE UTILITY COMPANIES.
36. THE 24" STORM SEWER INFRASTRUCTURE WITHIN THE 15-FT PRIVATE DRAINAGE EASEMENT ON LOT 11, BLOCK 1 AND LOT 13, BLOCK 1 SHALL BE OPERATED AND MAINTAINED BY THE OWNER OF THE COMMERCIAL SITE, LOT 12, BLOCK 1.

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- PROPERTY LINE
- STREET CENTERLINE
- 10' UTILITY EASEMENT (10' U.E)
- 5' IRRIGATION EASEMENT
- 1 (3) LOT AND BLOCK NUMBER
- ◉ PROPOSED MONUMENT
- △ EXISTING MONUMENT
- ● 5/8" IRON ROD W/ZWA CAP SET
- ● 1/2" IRON ROD W/ZWA CAP SET
- U.E. UTILITY EASEMENT
- U.U.E. UNDERGROUND UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- C.O.S. COMMON OPEN SPACE
- LANDSCAPE AREA
- STREET NAME CHANGE IDENTIFIER



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HUNT COMMUNITIES

DATE OF PREPARATION NOVEMBER 2024

VERDANCIA UNIT ONE SUBDIVISION

BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY AND VACATING PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY TEXAS.
CONTAINING 103.068 ACRES ±

SHEET 3 OF 5

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2278.13'	878.67'	444.86'	873.23'	S51°52'20"E	022°05'56"
C2	2250.63'	107.08'	53.55'	107.07'	S35°38'40"E	002°43'33"
C3	1062.00'	260.96'	131.14'	260.30'	S26°40'34"E	014°04'44"
C4	3277.00'	556.42'	278.88'	555.76'	S14°46'21"E	009°43'43"
C5	3277.00'	630.55'	316.25'	629.57'	S02°20'48"E	011°01'29"
C6	3277.00'	186.51'	93.28'	186.48'	S06°50'45"W	003°15'39"
C7	812.00'	169.71'	85.16'	169.40'	S14°27'49"W	011°58'29"
C8	1391.00'	254.70'	127.71'	254.34'	S21°24'47"W	010°29'28"
C9	1160.00'	21.56'	10.78'	21.56'	N85°40'16"W	001°03'54"
C10	344.88'	7.59'	3.79'	7.59'	N86°21'45"W	001°15'38"
C11	20.00'	31.42'	20.00'	28.28'	N47°57'34"E	090°00'00"
C12	1070.00'	546.83'	279.52'	540.90'	N11°40'52"W	029°16'52"
C13	2340.41'	260.10'	130.18'	259.96'	N23°08'17"W	006°22'03"
C14	20.00'	32.10'	20.69'	28.76'	N24°24'32"E	091°56'46"
C15	20.00'	31.47'	20.05'	28.32'	N66°36'04"W	090°08'39"
C16	3140.06'	467.26'	234.06'	466.83'	N26°07'08"W	008°31'34"
C17	3080.06'	741.97'	372.79'	740.18'	N37°17'58"W	013°48'08"
C18	20.00'	31.48'	20.07'	28.33'	N00°33'26"E	090°11'16"
C19	2473.41'	455.32'	228.30'	454.67'	N50°44'10"E	010°32'50"
C20	4817.25'	258.95'	129.50'	258.91'	N57°33'03"E	003°04'48"
C21	20.00'	30.85'	19.44'	27.88'	S76°42'59"E	088°23'09"
C22	20.00'	32.38'	20.98'	28.96'	N13°51'07"E	092°45'03"
C23	6299.36'	68.90'	34.45'	68.90'	N60°32'27"E	000°37'36"
C24	2216.13'	46.51'	23.26'	46.51'	N64°21'57"W	001°12'09"
C25	2278.13'	54.00'	27.00'	54.00'	N50°15'15"W	001°21'29"
C26	20.00'	31.06'	19.65'	28.03'	S36°37'12"W	088°59'35"
C28	20.00'	31.84'	20.43'	28.58'	N70°38'37"E	091°13'13"
C29	20.00'	31.00'	19.59'	27.99'	N19°22'29"W	088°48'54"
C30	2216.13'	522.56'	262.50'	521.35'	N57°00'34"W	013°30'37"
C31	2022.13'	140.56'	70.31'	140.54'	N48°15'46"W	003°58'58"
C32	57.00'	102.76'	72.03'	89.40'	N05°22'25"E	103°17'25"
C33	2022.13'	70.66'	35.33'	70.66'	N45°16'13"W	002°00'08"
C34	2336.00'	70.52'	35.26'	70.52'	N56°09'14"E	001°43'47"
C35	2336.00'	78.56'	39.29'	78.56'	N57°58'56"E	001°55'37"
C36	2336.00'	77.81'	38.91'	77.81'	N59°54'00"E	001°54'31"
C37	57.00'	71.03'	40.96'	66.52'	S83°26'46"E	071°23'58"
C38	1741.17'	40.80'	20.40'	40.80'	N47°04'31"W	001°20'33"
C39	1741.17'	300.00'	150.37'	299.63'	N52°40'57"W	009°52'19"
C40	57.00'	82.23'	50.12'	75.28'	S16°17'33"E	082°39'06"
C41	1741.17'	50.04'	25.02'	50.03'	N58°26'30"W	001°38'47"
C42	57.00'	96.22'	64.11'	85.20'	S73°23'38"W	096°43'15"
C43	2022.13'	64.00'	32.00'	64.00'	N59°09'09"W	001°48'49"
C44	2022.13'	282.04'	141.25'	281.82'	N54°15'00"W	007°59'29"
C45	2216.13'	420.43'	210.85'	419.80'	N44°49'10"W	010°52'11"
C46	2500.00'	327.06'	163.76'	326.83'	N55°11'52"E	007°29'45"
C47	2500.00'	83.27'	41.64'	83.27'	N59°54'00"E	001°54'31"
C48	2216.13'	219.26'	109.72'	219.17'	N36°33'00"W	005°40'08"
C49	1000.00'	32.52'	16.26'	32.52'	N32°47'03"W	001°51'48"
C50	811.00'	166.76'	83.67'	166.47'	N25°31'39"W	011°46'53"
C51	3026.00'	239.37'	119.75'	239.31'	N17°22'14"W	004°31'56"
C52	57.00'	88.37'	55.84'	79.78'	N29°18'27"E	088°49'25"
C53	3026.00'	55.86'	27.93'	55.85'	N14°34'32"W	001°03'27"
C54	500.00'	101.11'	50.73'	100.93'	S67°55'35"W	011°35'09"
C55	57.00'	89.54'	57.00'	80.61'	S72°52'00"E	090°00'00"
C56	500.00'	74.49'	37.31'	74.42'	N32°08'05"W	008°32'10"
C57	2131.00'	227.03'	113.62'	226.92'	S50°49'39"W	006°06'14"
C58	57.00'	93.09'	60.67'	83.09'	S85°26'13"E	093°34'31"
C59	2131.00'	61.31'	30.66'	61.31'	S46°57'05"W	001°38'54"
C60	3328.67'	61.60'	30.80'	61.59'	N38°07'09"W	001°03'37"
C61	3328.67'	152.51'	76.27'	152.50'	N39°57'42"W	002°37'31"
C62	57.00'	88.74'	56.21'	80.05'	S03°19'31"W	089°11'59"
C63	3328.67'	55.54'	27.77'	55.54'	N41°45'09"W	000°57'21"
C64	2400.00'	56.69'	28.34'	56.69'	S47°14'55"W	001°21'12"
C65	2400.00'	400.09'	200.51'	399.62'	S52°42'03"W	009°33'05"
C66	500.00'	50.53'	25.29'	50.51'	S58°39'23"W	005°47'26"
C67	500.00'	39.76'	19.89'	39.75'	N58°33'46"E	004°33'24"
C68	57.00'	89.54'	57.00'	80.61'	N78°42'56"W	090°00'00"
C69	500.00'	39.76'	19.89'	39.75'	N58°33'46"E	004°33'24"
C70	500.00'	29.36'	14.68'	29.36'	S59°09'32"W	003°21'52"
C71	2131.00'	133.79'	66.91'	133.76'	S55°40'41"W	003°35'49"
C72	500.00'	40.64'	20.33'	40.63'	N30°11'42"W	004°39'25"
C73	1000.00'	213.20'	107.01'	212.80'	N25°44'41"W	012°12'56"
C74	3215.00'	603.39'	302.58'	602.50'	N14°15'37"W	010°45'12"
C75	600.00'	13.10'	6.55'	13.10'	S80°29'27"W	001°15'05"
C76	3026.00'	467.43'	234.18'	466.97'	N04°27'20"W	008°51'02"
C77	3026.00'	445.51'	223.16'	445.10'	N04°11'15"E	008°26'08"
C78	580.00'	184.78'	93.18'	184.00'	N17°31'55"E	018°15'12"
C79	57.00'	65.95'	37.22'	62.33'	N59°48'21"E	066°17'40"
C80	500.00'	113.70'	57.10'	113.46'	S86°26'18"W	013°01'46"
C81	57.00'	85.90'	53.48'	78.00'	S56°54'09"E	086°20'54"
C82	500.00'	54.65'	27.35'	54.62'	S76°47'32"W	006°15'45"
C83	1272.00'	56.41'	28.21'	56.40'	N12°27'29"W	002°32'27"
C84	1272.00'	278.44'	139.78'	277.88'	N19°59'57"W	012°32'31"
C85	2000.00'	25.18'	12.59'	25.18'	S25°54'34"E	000°43'17"
C86	2000.00'	201.29'	100.73'	201.20'	S22°39'56"E	005°45'59"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C87	3282.06'	67.09'	33.54'	67.09'	N20°22'05"W	001°10'16"
C88	3282.06'	338.26'	169.28'	338.11'	N23°54'22"W	005°54'18"
C89	57.00'	88.53'	56.01'	79.90'	S17°38'15"W	088°59'31"
C90	3282.06'	56.00'	28.00'	56.00'	N27°20'51"W	000°58'39"
C91	600.00'	185.69'	93.59'	184.95'	S70°59'57"W	017°43'54"
C92	1000.00'	304.08'	153.22'	302.91'	S70°50'41"W	017°25'21"
C93	57.00'	89.54'	57.00'	80.61'	N17°08'00"E	090°00'00"
C94	500.00'	44.13'	22.08'	44.12'	N64°39'43"E	005°03'26"
C95	500.00'	58.89'	29.48'	58.86'	N65°30'28"E	006°44'55"
C96	3215.00'	736.08'	369.66'	734.47'	N02°19'28"W	013°07'05"
C97	3215.00'	238.02'	119.07'	237.97'	N06°21'19"E	004°14'31"
C98	750.00'	211.72'	106.57'	211.02'	N16°33'49"E	016°10'28"
C99	750.00'	26.28'	13.14'	26.28'	N25°39'17"E	002°00'29"
C100	1453.00'	573.32'	290.44'	569.61'	S15°21'18"W	022°36'27"
C101	1100.00'	562.16'	287.36'	556.06'	N11°40'52"W	029°16'52"
C102	2310.41'	257.64'	128.95'	257.51'	S23°07'37"E	006°23'21"
C103	3110.06'	749.17'	376.41'	747.36'	N37°17'59"W	013°48'06"
C104	20.00'	31.81'	20.40'	28.56'	N65°33'23"W	091°07'23"
C105	3255.06'	12.06'	6.03'	12.06'	N19°53'19"W	000°12'44"
C106	2027.00'	20.37'	10.18'	20.37'	S20°04'13"E	000°34'33"
C107	2027.00'	52.04'	26.02'	52.04'	S21°05'37"E	001°28'16"
C108	2027.00'	52.04'	26.02'	52.04'	S22°33'53"E	001°28'16"
C109	2027.00'	52.04'	26.02'	52.04'	S24°02'09"E	001°28'16"
C110	2027.00'	53.03'	26.52'	53.03'	S25°31'15"E	001°29'56"
C111	1245.00'	63.57'	31.79'	63.57'	N24°48'27"W	002°55'32"
C112	1245.00'	64.69'	32.35'	64.68'	N21°51'22"W	002°58'37"
C113	1245.00'	59.37'	29.69'	59.36'	S19°00'05"E	002°43'56"
C114	1245.00'	59.37'	29.69'	59.36'	S16°16'09"E	002°43'56"
C115	1418.50'	234.04'	117.29'	233.78'	S11°21'12"W	009°27'12"
C116	40.00'	15.73'	7.97'	15.63'	S03°24'37"E	022°31'56"
C117	2027.00'	229.53'	114.89'	229.40'	S23°01'35"E	006°29'16"
C118	70.00'	36.46'	18.65'	36.05'	S07°04'00"E	029°50'41"
C119	70.00'	121.31'	82.39'	106.69'	S71°38'11"E	099°17'42"
C120	40.00'	16.59'	8.41'	16.47'	N70°35'41"E	023°45'27"
C121	473.00'	44.27'	22.15'	44.25'	S85°09'18"W	005°21'46"
C122	473.00'	42.24'	21.13'	42.23'	N89°36'20"W	005°07'00"
C123	40.00'	18.14'	9.23'	17.98'	N74°03'20"W	025°58'58"
C124	70.00'	120.27'	81.15'	106.01'	N69°42'58"E	098°26'21"
C125	70.00'	24.22'	12.23'	24.09'	N10°35'10"E	019°49'14"
C126	40.00'	18.14'	9.23'	17.98'	N13°40'02"E	025°58'58"
C127	607.00'	25.36'	12.68'	25.36'	N25°27'43"E	002°23'37"
C128	607.00'	53.59'	26.81'	53.58'	N21°44'09"E	005°03'32"
C129	607.00'	53.59'	26.81'	53.58'	N16°40'37"E	005°03'32"
C130	607.00'	53.59'	26.81'	53.58'	N11°37'06"E	005°03'32"
C131	607.00'	7.24'	3.62'	7.24'	N08°44'49"E	000°41'01"
C132	3053.00'	47.57'	23.78'	47.57'	N07°57'32"E	000°53'34"
C133	3053.00'	55.00'	27.50'	55.00'	N06°59'47"E	001°01'56"
C134	3053.00'	55.00'	27.50'	55.00'	N05°57'52"E	001°01'56"
C135	3053.00'	55.00'	27.50'	55.00'	N04°55'56"E	001°01'56"
C136	3053.00'	55.00'	27.50'	55.00'	N03°54'00"E	001°01'56"
C137	3053.00'	55.00'	27.50'	55.00'	N02°52'04"E	001°01'56"
C138	3053.00'	55.00'	27.50'	55.00'	N01°50'08"E	001°01'56"
C139	3053.00'	55.00'	27.50'	55.00'	N00°48'13"E	001°01'56"
C140	3053.00'	55.00'	27.50'	55.00'	N01°13'49"W	001°01'56"
C141	3053.00'	55.00'	27.50'	55.00'	N01°15'39"W	001°01'56"
C142	3053.00'	55.00'	27.50'	55.00'	N02°17'35"W	001°01'56"
C143	3053.00'	55.00'	27.50'	55.00'	N03°19'31"W	001°01'56"
C144	3053.00'	55.00'	27.50'	55.00'	N04°21'26"W	001°01'56"
C145	3053.00'	55.00'	27.50'	55.00'	N05°23'22"W	001°01'56"
C146	3053.00'	55.00'	27.50'	55.00'	N06°25'18"W	001°01'56"
C147	3053.00'	50.03'	25.02'	50.03'	N07°24'26"W	000°56'20"
C148	20.00'	4.70'	2.36'	4.69'	S01°08'29"E	013°28'14"
C149	6325.35'	117.44'	58.72'	117.44'	S60°19'20"W	001°03'50"
C150	20.00'	31.76'	20.34'	28.52'	S53°23'39"E	090°58'44"
C151	3180.50'	32.48'	16.24'	32.48'	N07°36'43"W	000°35'06"
C152	3153.00'	47.67'	23.84'	47.67'	N07°22'15"W	000°51'59"
C153	3153.00'	56.80'	28.40'	56.80'	N06°25'18"W	001°01'56"
C154	3153.00'	56.80'	28.40'	56.80'	N05°23'22"W	001°01'56"
C155	3153.00'	56.80'	28.40'	56.80'	N04°21'26"W	001°01'56"
C156	3153.00'	56.80'	28.40'	56.80'	N03°19'31"W	001°01'56"
C157	3153.00'	56.80'	28.40'	56.80'	N02°17'35"W	001°01'56"
C158	3153.00'	56.80'	28.40'	56.80'	N01°15'39"W	001°01'56"
C159	3153.00'	56.80'	28.40'	56.80'	N00°13'43"W	001°01'56"
C160	3153.00'	56.80'	28.40'	56.80'	N00°48'13"E	001°01'56"
C161	3180.50'	909.30'	457.77'	906.21'	S00°17'09"W	016°22'51"
C162	3153.00'	56.80'	28.40'	56.80'	N01°50'08"E	001°01'56"
C163	3153.00'	56.80'	28.40'	56.80'	N02°52'04"E	001°01'56"
C164	3153.00'	56.80'	28.40'	56.80'	N03°54'00"E	001°01'56"
C165	3153.00'	56.80'	28.40'	56.80'	N04°55'56"E	001°01'56"
C166	3153.00'	56.80'	28.40'	56.80'	N05°57'52"E	001°01'56"
C167	3153.00'	56.80'	28.40'	56.80'	N06°59'47"E	001°01'56"
C168	3153.00'	53.04'	26.52'	53.04'	N07°59'40"E	000°57'50"
C169	688.00'	4.52'	2.26'	4.52'	N08°39'53"E	000°22'36"
C170	688.00'	62.43'	31.24'	62.41'	N11°27'10"E	005°11'58"
C171	688.00'	62.44'	31.24'	62.42'	N16°39'09"E	005°12'01"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C172	715.50'	227.06'	114.49'	226.11'	S17°34'03"W	018°10'56"
C173	688.00'	62.44'	31.24'	62.42'	N21°51'09"E	005°11'59"
C174	688.00'	26.74'	13.37'	26.73'	N25°33'57"E	002°13'36"
C175	1515.00'	57.56'	28.78'	57.55'	S25°34'13"W	002°10'36"
C176	1245.00'	251.93'	126.39'	251.50'	S20°28'24"E	011°35'38"
C177	1515.00'	70.20'	35.10'	70.19'	S23°09'16"W	002°39'17"
C178	1487.50'	297.08'	149.03'	296.58'	S20°56'14"W	011°26'34"
C179	1515.00'	70.66'	35.34'	70.65'	S20°29'27"W	002°40'20"
C180	1515.00'	110.13'	55.09'	110.11'	S17°04'20"W	004°09'54"
C181	1487.50'	35.73'	17.86'	35.73'	S14°31'40"W	001°22'34"
C182	1487.50'	193.35'	96.81'	193.21'	S10°06'57"W	007°26'51"
C183	1487.50'	42.05'	21.03'	42.05'	S05°34'57"W	001°37'11"
C184	20.00'	30.79'	19.38'	27.84'	S48°52'17"W	088°11'52"
C185	20.00'	31.42'	20.00'	28.28'	N42°02'26"W	090°00'00"
C186	1130.00'	297.71'	149.72'	296.85'	N04°35'17"W	015°05'43"
C187	1130.00'	54.58'	27.30'	54.58'	N13°31'10"W	002°46'03"
C188	70.00'	157.77'	147.22'	126.44'	S56°42'51"E	129°08'23"
C189	1130.00'	53.88'	26.95'	53.88'	N16°16'09"W	002°43'56"
C190	1130.00'	53.88'	26.95'	53.88'	N19°00'05"W	002°43'56"
C191	1130.00'	58.71'	29.36'	58.71'	N21°51'22"W	002°58'37"
C192	1130.00'	58.71'	29.36'	58.71'	N24°49'59"W	002°58'37"
C193	2280.41'	55.00'	27.50'	55.00'	S25°37'48"E	001°22'55"
C194	2280.41'	55.00'	27.50'	55.00'	S24°14'53"E	001°22'55"
C195	2280.41'	55.01'	27.51'	55.01'	S22°51'58"E	001°22'56"
C196	2280.41'	55.02'	27.51'	55.02'	S21°29'02"E	001°22'56"
C197	2280.41'	31.67'	15.84'	31.67'	S20°23'42"E	000°47'45"
C198	20.00'	31.02'	19.61'	28.01'	N24°26'33"E	088°52'45"
C199	20.00'	32.25'	20.85'	28.87'	N20°59'50"E	092°23'12"
C200	1299.00'	43.75'	21.88'	43.75'	N24°13'52"W	001°55'48"
C201	1299.00'	61.32'	30.66'	61.31'	N21°54'50"W	002°42'16"
C202	1299.00'	61.32'	30.66'	61.31'	N19°12'34"W	002°42'16"
C203	1299.00'	61.32'	30.66'	61.31'	N16°30'18"W	002°42'16"
C204	1299.00'	32.29'	16.15'	32.29'	N14°26'26"W	001°25'28"
C205	30.00'	45.21'	28.15'	41.05'	N56°54'09"W	086°20'54"
C206	527.00'	74.59'	37.36'	74.53'	S83°58'42"W	008°06'36"
C207	527.00'	45.25'	22.64'	45.24'	N89°30'24"W	004°55'11"
C208	30.00'	34.71'	19.59'	32.81'	S59°48'21"W	066°17'40"
C209	20.00'	32.27'	20.88'	28.88'	S19°34'10"E	092°27'23"
C210	50.00'	23.70'	12.08'	23.48'	S52°13'03"E	027°09'37"
C211	50.00'	37.99'	19.96'	37.08'	S16°52'19"E	043°31'50"
C212	50.00'	37.99'	19.96'	37.08'	S26°39'31"W	043°31'50"
C213	50.00'	37.99'	19.96'	37.08'	S70°11'21"W	043°31'50"
C214	50.00'	23.70'	12.08'	23.48'	N74°27'55"W	027°09'37"
C215	20.00'	32.27'	20.88'	28.88'	S72°53'12"W	092°27'23"
C216	553.00'	91.13'	45.67'	91.03'	N21°56'15"E	009°26'31"
C217	553.00'	67.84'	33.96'	67.79'	N13°42'09"E	007°01'42"
C218	553.00'	17.21'	8.60'	17.21'	N09°17'48"E	001°46'59"
C219	2999.00'	43.13'	21.57'	43.13'	N07°59'36"E	000°49'26"
C220	2999.00'	58.26'	29.13'	58.26'	N07°01'29"E	001°06'47"
C221	2999.00'	55.72'	27.86'	55.72'	N05°56'09"E	001°03'52"
C222	2999.00'	54.87'	27.44'	54.87'	N04°52'46"E	001°02'54"
C223	2999.00'	88.07'	44.04'	88.06'	N03°30'51"E	001°40'57"
C224	2999.00'	82.80'	41.40'	82.80'	N01°52'55"E	001°34'55"
C225	20.00'	36.65'	26.06'	31.73'	S51°24'03"E	104°59'00"
C226	973.00'	56.36'	28.19'	56.35'	S74°26'54"W	003°19'07"
C227	973.00'	55.14'	27.58'	55.13'	S71°09'55"W	003°14'49"
C228	973.00'	55.14'	27.58'	55.13'	S67°55'06"W	003°14'49"
C229	973.00'	59.27'	29.64'	59.26'	S64°32'59"W	003°29'25"
C230	20.00'	31.42'	20.00'	28.28'	N17°08'00"E	090°00'00"
C231	40.00'	14.57'	7.36'	14.49'	N38°17'56"W	020°51'52"
C232	70.00'	14.38'	7.21'	14.35'	N42°50'51"W	011°46'02"
C233	70.00'	37.84'	19.39'	37.38'	N21°28'39"W	030°58'22"
C234	70.00'	35.28'	18.02'	34.91'	N08°26'51"E	028°52'39"
C235	70.00'	35.38'	18.07'	35.00'	N37°21'50"E	028°57'18"
C236	70.00'	38.06'	19.52'	37.60'	N67°25'11"E	031°09'24"
C237	40.00'	7.15'	3.58'	7.14'	S77°52'47"W	010°14'10"
C238	40.00'	7.42'	3.72'	7.41'	S67°26'51"W	010°37'42"
C239	527.00'	1.18'	0.59'	1.18'	N62°11'50"E	000°07'40"
C240	527.00'	45.34'	22.68'	45.33'	N64°43'33"E	004°55'46"
C241	20.00'	31.08'	19.66'	28.04'	N24°22'03"E	089°01'45"
C242	527.00'	13.95'	6.97'	13.95'	N68°07'26"E	001°30'59"
C243	527.00'	48.13'	24.08'	48.11'	N64°44'58"E	005°13'56"
C244	20.00'	31.42'	20.00'	28.28'	S72°52'01"E	089°59'58"
C245	30.00'	47.12'	30.00'	42.43'	S17°08'00"W	090°00'00"
C246	473.00'	41.75'	20.89'	41.74'	S64°39'43"W	005°03'26"
C247	20.00'	30.92'	19.51'	27.93'	S68°31'20"E	088°34'28"
C248	1973.00'	89.03'	44.52'	89.03'	S22°56'32"E	002°35'08"
C249	1973.00'	64.30'	32.15'	64.29'	S20°42'58"E	001°52'02"
C250	3309.06'	21.05'	10.53'	21.05'	N19°57'53"W	000°21'52"
C251	20.00'	31.19'	19.78'	28.12'	N66°26'29"W	089°21'11"
C252	3309.06'	37.14'	18.57'	37.14'	N22°05'11"W	000°38'35"
C253	3309.06'	57.02'	28.51'	57.02'	N22°54'06"W	000°59'14"
C254	3309.06'	57.02'	28.51'	57.02'	N23°53'20"W	000°59'14"
C255	3309.06'	57.02'	28.51'	57.02'	N24°52'35"W	000°59'14"
C256	3309.06'	57.02'	28.51'	57.02'	N25°51'49"W	000°59'14"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C257	3309.06'	28.95'	14.48'	28.95'	N26°36'29"W	000°30'05"
C258	30.00'	46.60'	29.48'	42.05'	N17°38'15"E	088°59'31"
C259	20.00'	31.42'	20.00'	28.28'	S72°52'00"E	090°00'00"
C260	20.00'	31.42'	20.00'	28.28'	S17°08'00"W	090°00'00"
C261	473.00'	30.02'	15.01'	30.01'	N63°57'05"E	003°38'09"
C262	473.00'	25.70'	12.85'	25.69'	N67°19'33"E	003°06'46"
C263	20.00'	33.95'	22.71'	30.02'	N56°32'29"W	097°15'06"
C264	2999.00'	48.68'	24.34'	48.68'	N07°27'02"W	000°55'48"
C265	2999.00'	58.52'	29.26'	58.52'	N06°25'35"W	001°07'05"
C266	2999.00'	58.50'	29.25'	58.50'	N05°18'31"W	001°07'04"
C267	2999.00'	58.52'	29.26'	58.52'	N04°11'27"W	001°07'05"
C268	2999.00'	56.59'	28.30'	56.59'	N03°05'29"W	001°04'52"
C269	20.00'	27.28'	16.24'	25.22'	S38°18'43"W	078°09'34"
C270	1027.00'	32.02'	16.01'	32.02'	N76°29'55"E	001°47'11"
C271	1027.00'	52.02'	26.02'	52.02'	N74°09'16"E	002°54'08"
C272	1027.00'	52.02'	26.02'	52.02'	N71°15'07"E	002°54'08"
C273	1027.00'	52.02'	26.02'	52.02'	N68°20'59"E	002°54'08"
C274	1027.00'	52.02'	26.02'	52.02'	N65°26'51"E	002°54'08"
C275	20.00'	31.42'	20.00'	28.28'	S72°52'00"E	090°00'00"
C276	20.00'	31.42'	20.00'	28.28'	N17°08'00"E	090°00'00"
C277	20.00'	31.42'	20.00'	28.28'	S72°52'00"E	090°00'00"
C278	20.00'	17.54'	9.38'	16.98'	S02°44'32"E	050°14'55"
C279	53.50'	23.53'	11.96'	23.34'	S09°47'02"W	025°11'48"
C280	53.50'	23.39'	11.89'	23.21'	S15°20'26"E	025°03'07"
C281	53.50'	11.68'	5.86'	11.66'	S34°07'18"E	012°30'37"
C282	53.50'	72.36'	42.93'	66.97'	S79°07'18"E	077°29'23"
C283	53.50'	72.36'	42.93'	66.97'	S79°07'18"E	077°29'23"
C284	53.50'	36.18'	18.81'	35.49'	N42°45'40"E	038°44'41"
C285	53.50'	36.18'	18.81'	35.49'	N04°00'58"E	038°44'41"
C286	53.50'	11.68'	5.86'	11.66'	N21°36'41"W	012°30'37"
C287	53.50'	23.39'	11.89'	23.21'	N40°23'33"W	025°03'07"
C288	53.50'	23.53'	11.96'	23.34'	N65°31'01"W	025°11'48"
C289	20.00'	17.54'	9.38'	16.98'	N52°59'27"W	050°14'55"
C290	20.00'	31.42'	20.00'	28.28'	N17°08'00"E	090°00'00"
C291	573.00'	47.96'	23.99'	47.94'	S64°31'52"W	004°47'43"
C292	573.00'	79.05'	39.59'	78.98'	S70°52'50"W	007°54'15"
C293	20.00'	31.42'	20.00'	28.28'	S12°28'36"W	090°00'00"
C294	2427.00'	13.98'	6.99'	13.98'	S57°18'42"W	000°19'48"
C295	2427.00'	52.34'	26.17'	52.34'	S56°31'44"W	001°14'09"
C296	2427.00'	52.34'	26.17'	52.34'	S55°17'35"W	001°14'09"
C297	2427.00'	52.34'	26.17'	52.34'	S54°03'27"W	001°14'09"
C298	2427.00'	52.34'	26.17'	52.34'	S52°49'18"W	001°14'09"
C299	2427.00'	52.34'	26.17'	52.34'	S51°35'10"W	001°14'09"
C300	2427.00'	52.34'	26.17'	52.34'	S50°21'01"W	001°14'09"
C301	2427.00'	52.34'	26.17'	52.34'	S49°06'53"W	001°14'09"
C302	2427.00'	5.83'	2.92'	5.83'	S48°25'41"W	000°08'16"
C303	40.00'	14.48'	7.32'	14.41'	S58°43'59"W	020°44'52"
C304	70.00'	31.41'	15.97'	31.14'	S56°15'13"W	025°42'22"
C305	70.00'	48.74'	25.40'	47.76'	S23°27'16"W	039°53'32"
C306	70.00'	48.08'	25.03'	47.14'	S16°10'02"E	039°21'05"
C307	70.00'	32.30'	16.44'	32.01'	S49°03'39"E	026°26'09"
C308	40.00'	14.89'	7.53'	14.80'	S51°36'55"E	021°19'37"
C309	3301.67'	4.15'	2.08'	4.15'	N40°54'57"W	000°04'20"
C310	3301.67'	50.04'	25.02'	50.04'	N40°26'44"W	000°52'06"
C311	3301.67'	50.01'	25.01'	50.01'	N39°34'39"W	000°52'04"
C312	3301.67'	12.89'	6.45'	12.89'	N39°01'54"W	000°13'26"
C313	40.00'	14.01'	7.08'	13.94'	S28°53'00"E	020°04'23"
C314	70.00'	23.80'	12.02'	23.69'	S28°35'19"E	019°29'01"
C315	70.00'	35.36'	18.07'	34.99'	S52°48'06"E	028°56'34"
C316	70.00'	35.38'	18.07'	35.00'	S81°45'03"E	028°57'18"
C317	70.00'	35.38'	18.07'	35.00'	N69°17'39"E	028°57'18"
C318	70.00'	32.76'	16.68'	32.46'	N41°24'39"E	026°48'43"
C319	40.00'	14.10'	7.12'	14.03'	N38°06'11"E	020°11'48"
C320	2104.00'	65.71'	32.86'	65.71'	S49°05'46"W	001°47'22"
C321	2104.00'	57.28'	28.64'	57.28'	S50°46'15"W	001°33'36"
C322	2104.00'	38.30'	19.15'	38.30'	S52°04'20"W	001°02'34"
C323	20.00'	31.77'	20.35'	28.53'	S81°54'16"E	091°00'14"
C324	473.00'	18.08'	9.04'	18.08'	N35°18'26"W	002°11'26"
C325	473.00'	52.39'	26.22'	52.36'	N31°02'22"W	006°20'44"
C326	40.00'	14.57'	7.36'	14.49'	S17°26'04"E	020°51'52"
C327	70.00'	37.67'	19.30'	37.22'	S22°25'06"E

VERDANCIA UNIT ONE SUBDIVISION

BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY AND VACATING PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY TEXAS.
CONTAINING 103.068 ACRES ±

SHEET 4 OF 5

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C342	3053.00'	56.81'	28.41'	56.81'	N15°59'15"W	001°03'58"
C343	3053.00'	58.88'	29.44'	58.88'	N17°04'23"W	001°06'18"
C344	3053.00'	58.88'	29.44'	58.88'	N18°10'41"W	001°06'18"
C345	3053.00'	48.28'	24.14'	48.28'	N19°11'01"W	000°54'22"
C346	838.00'	10.42'	5.21'	10.42'	N19°59'34"W	000°42'44"
C347	838.00'	57.88'	28.95'	57.87'	N22°19'40"W	003°57'27"
C348	838.00'	52.98'	26.50'	52.97'	N26°07'03"W	003°37'20"
C349	20.00'	3.03'	1.52'	3.03'	S23°35'00"E	008°41'26"
C350	938.00'	60.47'	30.25'	60.46'	N26°09'12"W	003°41'38"
C351	938.00'	64.79'	32.41'	64.78'	N22°19'40"W	003°57'27"
C352	938.00'	11.66'	5.83'	11.66'	N19°59'34"W	000°42'44"
C353	3153.00'	49.87'	24.93'	49.86'	N19°11'01"W	000°54'22"
C354	3153.00'	60.81'	30.40'	60.81'	N18°10'41"W	001°06'18"
C355	3153.00'	60.81'	30.40'	60.81'	N17°04'23"W	001°06'18"
C356	3153.00'	60.80'	30.40'	60.80'	N15°58'06"W	001°06'18"
C357	3153.00'	75.96'	37.98'	75.96'	N14°43'32"W	001°22'50"
C358	3153.00'	105.27'	52.64'	105.26'	N13°04'44"W	001°54'46"
C359	3153.00'	41.19'	20.60'	41.19'	N11°44'53"W	000°44'55"
C360	3140.06'	62.28'	31.14'	62.28'	N35°54'19"W	001°08'11"
C361	3140.06'	99.58'	49.79'	99.58'	N37°22'55"W	001°49'01"
C362	3140.06'	50.00'	25.00'	50.00'	N38°44'48"W	000°54'45"
C363	3140.06'	50.02'	25.01'	50.01'	N39°39'33"W	000°54'45"
C364	3140.06'	50.04'	25.02'	50.04'	N40°34'19"W	000°54'47"
C365	3140.06'	50.08'	25.04'	50.08'	N41°29'07"W	000°54'50"
C366	3140.06'	123.77'	61.89'	123.76'	N43°04'17"W	002°15'30"
C367	1245.00'	4.93'	2.46'	4.93'	S14°47'23"E	000°13'36"
C368	2473.41'	58.36'	29.18'	58.36'	S46°08'19"W	001°21'07"
C369	2473.41'	59.70'	29.85'	59.70'	S47°30'21"W	001°22'59"
C370	2473.41'	54.65'	27.33'	54.65'	S48°49'49"W	001°15'57"
C371	2473.41'	54.65'	27.33'	54.65'	S50°05'47"W	001°15'58"
C372	2473.41'	54.66'	27.33'	54.66'	S51°21'45"W	001°15'58"
C373	2473.41'	54.66'	27.33'	54.66'	S52°37'43"W	001°15'59"
C374	2473.41'	54.67'	27.33'	54.67'	S53°53'42"W	001°15'59"
C375	2473.41'	54.67'	27.34'	54.67'	S55°09'41"W	001°15'59"
C376	2473.41'	9.29'	4.65'	9.29'	S55°54'08"W	000°12'55"
C377	4817.25'	7.26'	3.63'	7.26'	S56°03'14"W	000°05'11"
C378	4817.25'	52.78'	26.39'	52.78'	S56°24'40"W	000°37'40"
C379	4817.25'	52.78'	26.39'	52.78'	S57°02'20"W	000°37'40"
C380	4817.25'	52.77'	26.39'	52.77'	S57°39'59"W	000°37'40"
C381	4817.25'	52.78'	26.39'	52.78'	S58°17'39"W	000°37'40"
C382	4817.25'	32.54'	16.27'	32.54'	S58°48'06"W	000°23'13"
C383	20.00'	30.89'	19.48'	27.91'	S76°45'51"E	088°28'53"
C384	3140.06'	7.69'	3.84'	7.69'	N30°18'42"W	000°08'25"
C385	3140.06'	270.61'	135.39'	270.53'	N32°52'05"W	004°56'16"
C386	3140.06'	70.75'	35.38'	70.75'	N29°35'46"W	001°17'27"
C387	3140.06'	106.15'	53.08'	106.15'	N27°58'56"W	001°56'13"
C388	3140.06'	48.95'	24.48'	48.95'	N26°34'02"W	000°53'36"
C389	3140.06'	48.95'	24.48'	48.95'	N25°40'26"W	000°53'36"
C390	3140.06'	48.95'	24.48'	48.95'	N24°46'50"W	000°53'36"
C391	3140.06'	48.95'	24.48'	48.95'	N23°53'15"W	000°53'36"
C392	3140.06'	48.95'	24.48'	48.95'	N22°59'39"W	000°53'36"
C393	3140.06'	34.05'	17.02'	34.05'	N22°14'13"W	000°37'16"
C394	20.00'	31.13'	19.72'	28.08'	N66°31'19"W	089°11'29"
C395	20.00'	31.69'	20.28'	28.48'	N23°29'14"E	090°47'23"
C396	3255.06'	36.39'	18.19'	36.39'	N22°13'40"W	000°38'26"
C397	3255.06'	50.76'	25.38'	50.76'	N22°59'42"W	000°53'37"
C398	3255.06'	50.76'	25.38'	50.76'	N23°53'18"W	000°53'37"
C399	3255.06'	50.76'	25.38'	50.76'	N24°46'55"W	000°53'37"
C400	3255.06'	50.76'	25.38'	50.76'	N25°40'32"W	000°53'37"
C401	3255.06'	23.10'	11.55'	23.10'	N26°19'32"W	000°24'24"
C402	40.00'	14.93'	7.55'	14.84'	S37°13'21"E	021°23'14"
C403	70.00'	13.55'	6.80'	13.53'	S42°22'08"E	011°05'41"
C404	70.00'	45.64'	23.66'	44.83'	S18°08'38"E	037°21'18"
C405	70.00'	42.96'	22.18'	42.29'	S18°06'50"W	035°09'39"
C406	70.00'	46.04'	23.89'	45.21'	S54°32'06"W	037°40'53"
C407	527.00'	119.84'	60.18'	119.59'	S86°26'18"W	013°01'46"
C408	70.00'	12.09'	6.06'	12.07'	N78°19'19"E	009°53'32"
C409	40.00'	14.75'	7.46'	14.67'	S72°42'02"W	021°08'04"
C410	627.00'	24.59'	12.30'	24.59'	S63°15'25"W	002°14'50"
C411	627.00'	53.19'	26.61'	53.18'	S66°48'40"W	004°51'39"
C412	627.00'	58.25'	29.15'	58.23'	S71°54'11"W	005°19'23"
C413	627.00'	60.56'	30.30'	60.53'	S77°19'53"W	005°32'01"
C414	200.00'	26.06'	13.05'	26.04'	S77°23'03"W	007°27'52"
C415	200.00'	22.50'	11.26'	22.49'	S76°52'31"W	006°26'47"
C416	200.00'	11.06'	5.53'	11.06'	S75°14'13"W	003°10'11"
C417	200.00'	14.99'	7.50'	14.99'	S78°58'09"W	004°17'41"
C418	20.00'	31.76'	20.34'	28.52'	S35°37'37"W	090°58'44"
C419	3180.50'	32.48'	16.24'	32.48'	N10°09'18"W	000°35'07"
C420	3180.50'	542.57'	271.95'	541.91'	S14°44'59"E	009°46'27"
C421	965.50'	116.31'	58.22'	116.23'	N23°05'16"W	006°54'07"
C422	965.50'	32.47'	16.24'	32.47'	N27°30'08"W	001°55'37"
C423	20.00'	33.25'	21.92'	29.55'	S76°05'27"E	095°15'00"
C424	20.00'	26.36'	15.49'	24.49'	N18°31'23"E	075°31'21"
C425	20.00'	31.42'	20.00'	28.28'	S77°31'24"E	090°00'00"
C426	473.00'	38.44'	19.23'	38.43'	S30°11'42"E	004°39'25"

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C427	20.00'	31.42'	20.00'	28.28'	S17°08'00"W	090°00'00"
C428	20.00'	45.19'	42.37'	36.17'	N53°08'10"W	129°27'40"
C429	50.00'	23.87'	12.17'	23.64'	N02°04'54"W	027°21'07"
C430	50.00'	38.05'	20.00'	37.14'	N37°33'34"W	043°36'15"
C431	50.00'	35.00'	18.25'	34.29'	N79°25'05"W	040°06'45"
C432	50.00'	35.00'	18.25'	34.29'	S60°28'10"W	040°06'45"
C433	50.00'	35.00'	18.25'	34.29'	S20°21'25"W	040°06'45"
C434	50.00'	39.28'	20.72'	38.28'	S22°12'19"E	045°00'41"
C435	50.00'	19.74'	10.00'	19.61'	S56°01'09"E	022°37'00"
C436	20.00'	45.19'	42.37'	36.17'	S02°35'49"E	129°27'40"
C437	30.00'	47.12'	30.00'	42.43'	N72°52'00"W	090°00'00"
C438	527.00'	39.68'	19.85'	39.67'	N30°01'25"W	004°18'51"
C439	527.00'	38.83'	19.42'	38.82'	N34°17'30"W	004°13'18"
C440	20.00'	31.97'	20.56'	28.67'	N09°23'16"E	091°34'51"
C441	2104.00'	41.59'	20.80'	41.59'	S55°44'40"W	001°07'58"
C442	2104.00'	42.80'	21.40'	42.80'	S56°53'37"W	001°09'56"
C443	20.00'	32.59'	21.21'	29.10'	N14°09'32"E	093°21'52"
C444	527.00'	42.83'	21.43'	42.82'	N30°11'42"W	004°39'25"
C445	20.00'	31.42'	20.00'	28.28'	N72°52'00"W	090°00'00"
C446	20.00'	31.42'	20.00'	28.28'	S17°08'00"W	090°00'00"
C447	20.00'	16.69'	8.87'	16.21'	S51°46'40"E	047°49'21"
C448	50.00'	18.32'	9.26'	18.22'	S65°11'30"E	020°59'42"
C449	50.00'	44.98'	24.14'	43.48'	S28°55'20"E	051°32'39"
C450	50.00'	37.98'	19.96'	37.07'	S18°36'40"W	043°31'21"
C451	50.00'	37.98'	19.96'	37.07'	S62°08'01"W	043°31'21"
C452	50.00'	37.98'	19.96'	37.07'	N74°20'39"W	043°31'21"
C453	50.00'	44.98'	24.14'	43.48'	N26°48'39"W	051°32'39"
C454	50.00'	18.32'	9.26'	18.22'	N09°27'31"E	020°59'41"
C455	20.00'	16.69'	8.87'	16.21'	N03°57'19"W	047°49'21"
C456	20.00'	31.31'	19.89'	28.21'	N72°42'44"W	089°41'28"
C457	527.00'	80.51'	40.33'	80.43'	S66°49'07"W	008°45'10"
C458	527.00'	23.22'	11.61'	23.21'	S72°27'26"W	002°31'27"
C459	30.00'	46.51'	29.39'	41.99'	S29°18'27"W	088°49'25"
C460	2999.00'	36.63'	18.31'	36.63'	N15°27'16"W	000°41'59"
C461	2999.00'	68.53'	34.26'	68.52'	N16°27'32"W	001°18'33"
C462	2999.00'	68.53'	34.26'	68.52'	N17°46'05"W	001°18'33"
C463	2999.00'	63.55'	31.78'	63.55'	N19°01'47"W	001°12'51"
C464	784.00'	18.23'	9.11'	18.23'	N20°18'10"W	001°19'55"
C465	784.00'	92.68'	46.39'	92.62'	N24°21'19"W	006°46'23"
C466	20.00'	33.50'	22.20'	29.72'	S75°43'43"E	095°58'26"
C467	527.00'	18.94'	9.47'	18.94'	N57°18'50"E	002°03'32"
C468	527.00'	22.97'	11.49'	22.97'	N59°35'31"E	002°29'52"
C469	20.00'	31.42'	20.00'	28.28'	S12°28'36"W	090°00'00"
C470	2158.00'	38.53'	19.26'	38.53'	S56°57'54"W	001°01'23"
C471	2158.00'	49.87'	24.93'	49.87'	S55°47'30"W	001°19'26"
C472	2158.00'	49.87'	24.93'	49.87'	S54°28'03"W	001°19'26"
C473	2158.00'	49.87'	24.93'	49.87'	S53°08'37"W	001°19'26"
C474	2158.00'	49.87'	24.93'	49.87'	S51°49'11"W	001°19'26"
C475	2158.00'	49.87'	24.93'	49.87'	S50°29'44"W	001°19'26"
C476	2158.00'	49.87'	24.93'	49.87'	S49°10'18"W	001°19'26"
C477	2158.00'	27.65'	13.83'	27.65'	S48°08'33"W	000°44'03"
C478	30.00'	49.00'	31.93'	43.73'	N85°26'13"W	093°34'31"
C479	3355.67'	78.08'	39.04'	78.08'	N39°18'57"W	001°20'00"
C480	3355.67'	75.67'	37.84'	75.67'	N40°37'42"W	001°17'31"
C481	30.00'	46.70'	29.58'	42.13'	N03°19'31"E	089°11'59"
C482	2373.00'	25.34'	12.67'	25.34'	S48°13'52"W	000°36'42"
C483	2373.00'	53.70'	26.85'	53.70'	S49°11'07"W	001°17'48"
C484	2373.00'	54.84'	27.42'	54.83'	S50°29'44"W	001°19'26"
C485	2373.00'	54.84'	27.42'	54.83'	S51°49'11"W	001°19'26"
C486	2373.00'	54.84'	27.42'	54.83'	S53°08'37"W	001°19'26"
C487	2373.00'	54.84'	27.42'	54.83'	S54°28'03"W	001°19'26"
C488	2373.00'	54.84'	27.42'	54.83'	S55°47'30"W	001°19'26"
C489	2373.00'	42.37'	21.18'	42.37'	S56°57'54"W	001°01'23"
C490	20.00'	31.42'	20.00'	28.28'	S77°31'24"E	090°00'00"
C491	20.00'	31.42'	20.00'	28.28'	S11°17'04"W	090°00'00"
C492	473.00'	16.19'	8.10'	16.19'	N57°15'54"E	001°57'41"
C493	473.00'	21.42'	10.71'	21.42'	N59°32'36"E	002°35'43"
C494	20.00'	30.24'	18.86'	27.44'	N75°50'28"W	086°38'08"
C495	20.00'	32.59'	21.21'	29.10'	N14°09'32"E	093°21'52"
C496	527.00'	25.57'	12.79'	25.56'	N59°27'04"E	002°46'46"
C497	527.00'	16.35'	8.17'	16.35'	N57°10'22"E	001°46'38"
C498	30.00'	47.12'	30.00'	42.43'	S78°42'56"E	090°00'00"
C499	20.00'	30.24'	18.86'	27.44'	N75°50'28"W	086°38'08"
C500	473.00'	17.90'	8.95'	17.90'	N59°45'24"E	002°10'07"
C501	473.00'	19.72'	9.86'	19.71'	N57°28'42"E	002°23'17"
C502	40.00'	14.57'	7.36'	14.49'	S45°51'08"W	020°51'52"
C503	70.00'	30.92'	15.72'	30.67'	S48°04'31"W	025°18'39"
C504	70.00'	35.38'	18.07'	35.00'	S75°12'29"W	028°57'18"
C505	70.00'	35.38'	18.07'	35.00'	N75°50'13"W	028°57'18"
C506	70.00'	53.10'	27.90'	51.84'	N39°37'39"W	043°27'50"
C507	70.00'	6.16'	3.08'	6.16'	N15°22'24"W	005°02'40"
C508	40.00'	14.57'	7.36'	14.49'	S23°17'00"E	020°51'52"
C509	20.00'	5.05'	2.54'	5.04'	S40°57'16"E	014°28'39"
C510	20.00'	26.36'	15.49'	24.49'	S85°57'16"E	075°31'21"
C511	20.00'	31.42'	20.00'	28.28'	S11°17'04"W	090°00'00"

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C512	2181.63'	169.22'	84.65'	169.18'	S35°56'16"E	004°26'39"
C513	2154.13'	16.37'	8.18'	16.37'	N33°56'00"W	000°26'07"
C514	2154.13'	73.33'	36.67'	73.33'	N35°07'35"W	001°57'02"
C515	2154.13'	97.37'	48.69'	97.36'	N37°23'47"W	002°35'23"
C516	20.00'	31.50'	20.08'	28.34'	S83°16'39"E	090°14'07"
C517	2527.00'	7.51'	3.76'	7.51'	N51°41'24"E	000°10'13"
C518	2527.00'	36.85'	18.43'	36.85'	N52°11'35"E	000°50'08"
C519	2527.00'	104.47'	52.24'	104.46'	N53°47'42"E	002°22'07"
C520	2527.00'	52.07'	26.03'	52.07'	N55°34'11"E	001°10'50"
C521	2527.00'	53.35'	26.67'	53.34'	N56°45'53"E	001°12'34"
C522	2527.00'	53.34'	26.67'	53.34'	N57°58'27"E	001°12'34"
C523	2527.00'	53.34'	26.67'	53.34'	N59°11'01"E	001°12'34"
C524	2527.00'	47.01'	23.50'	47.01'	N60°19'17"E	001°03'57"
C525	6299.36'	24.66'	12.33'	24.66'	S60°44'31"W	000°13'28"
C526	6299.36'	36.20'	18.10'	36.20'	S60°27'55"W	000°19'45"
C527	20.00'	32.40'	21.01'	28.97'	N13°53'19"E	092°49'26"
C528	20.00'	31.86'	20.45'	28.59'	N76°41'06"W	091°15'41"
C529	2473.00'	32.57'	16.29'	32.57'	N57°18'25"E	000°45'17"
C530	2473.00'	82.19'	41.10'	82.19'	N55°58'39"E	001°54'15"
C531	2473.00'	136.72'	68.38'	136.70'	N53°26'30"E	003°10'03"
C532	2473.00'	6.79'	3.40'	6.79'	N51°43'20"E	000°09'27"
C533	20.00'	32.22'	20.82'	28.85'	S05°29'45"W	092°17'44"
C534	2154.13'	137.58'	68.81'	137.56'	N41°57'28"W	003°39'34"
C535	2154.13'	74.02'	37.01'	74.01'	N44°46'18"W	001°58'07"
C536	2181.63'	278.64'	139.51'	278.45'	N44°18'39"W	007°19'04"
C537	2154.13'	62.88'	31.44'	62.88'	N46°35'32"W	001°40'21"
C538	2154.13'	46.64'	23.32'	46.64'	N48°02'56"W	001°14'26"
C539	2181.63'	32.48'	16.24'	32.48'	N48°23'47"W	000°51'11"
C540	20.00'	31.92'	20.51'	28.64'	N85°27'41"E	091°25'53"
C541	20.00'	26.36'	15.49'	24.49'	N01°59'04"E	075°31'21"
C542	20.00'	4.53'	2.28'	4.52'	S42°16'04"E	012°58'55"
C543	2049.13'	47.57'	23.79'	47.57'	S48°05'37"E	001°19'48"
C544	2049.13'	33.48'	16.74'	33.48'	S46°57'38"E	000°56'10"
C545	40.00'	11.49'	5.79'	11.45'	N54°43'29"W	016°27'52"
C546	70.00'	5.68'	2.84'	5.68'	S60°37'52"E	004°39'04"
C547	70.00'	42.23'	21.78'	41.59'	S41°01'27"E	034°33'48"
C548	70.00'	37.26'	19.08'	36.82'	S08°29'39"E	030°29'47"
C549	70.00'	37.61'	19.27'	37.16'	S22°08'42"W	030°46'56"
C550	70.00'	40.02'	20.57'	39.47'	S53°54'48"W	032°45'16"
C551	40.00'	11.51'	5.80'	11.47'	N65°27'20"E	016°29'23"
C552	2363.00'	18.00'	9.00'	18.00'	N57°25'44"E	000°26'12"
C553	20.00'	30.96'	19.55'	27.96'	N13°17'47"E	088°42'06"
C554	20.00'	31.86'	20.45'	28.59'	S14°34'35"W	091°15'41"
C555	2473.00'	27.93'	13.96'	27.93'	S60°31'50"W	000°38'50"
C558	2154.13'	124.00'	62.02'	123.98'	N61°08'43"W	003°17'53"
C559	2154.13'	66.82'	33.41'	66.81'	N58°36'27"W	001°46'38"
C560	2154.13'	57.41'	28.71'	57.41'	N56°57'20"W	001°31'37"
C561	2154.13'	57.41'	28.71'	57.41'	N55°25'43"W	001°31'37"
C562	2154.13'	57.41'	28.71'	57.41'	N53°54'06"W	001°31'37"
C563	2154.13'	48.83'	24.42'	48.83'	N52°29'19"W	001°17'56"
C565	20.00'	4.53'	2.28'	4.52'	S58°14'27"E	012°58'55"
C566	2049.13'	49.66'	24.83'	49.66'	N52°26'38"W	001°23'18"
C567	2049.13'	54.61'	27.31'	54.61'	N53°54'06"W	001°31'37"
C568	2049.13'	54.61'	27.31'	54.61'	N55°25'43"W	001°31'37"
C569	2049.13'	54.61'	27.31'	54.61'	N56°57'20"W	001°31'37"
C570	2049.13'	5.75'	2.88'	5.75'	N57°47'58"W	000°09'39"
C571	40.00'	12.99'	6.55'	12.93'	N48°34'35"W	018°36'24"
C572	70.00'	33.32'	16.98'	33.00'	N52°54'32"W	027°16'17"
C573	70.00'	42.89'	22.14'	42.22'	N84°05'48"W	035°06'17"
C574	70.00'	42.89'	22.14'	42.22'	S60°47'54"W	035°06'17"
C575	70.00'	39.19'	20.12'	38.68'	S27°12'25"W	032°04'42"
C576	70.00'	6.16'	3.08'	6.15'	S08°38'54"W	005°02'19"
C577	40.00'	13.20'	6.66'	13.14'	S15°34'52"W	018°54'15"
C578	40.00'	15.86'	8.03'	15.75'	S36°23'20"W	022°42'40"
C579	70.00'	24.07'	12.15'	23.95'	S37°53'44"W	019°41'52"
C580	70.00'	42.00'	21.65'	41.37'	S10°51'28"W	034°22'40"
C581	70.00'	45.08'	23.35'	44.31'	S24°46'49"E	036°53'55"
C582	70.00'	45.08'	23.35'	44.31'	S61°40'44"E	036°53'55"
C583	40.00'	8.19'	4.11'	8.18'	N74°15'35"W	011°44'13"
C584	40.00'	8.05'	4.04'	8.04'	N62°37'24"W	011°32'10"
C585	1714.17'	41.37'	20.69'	41.37'	N56°09'49"W	001°22'58"
C586	1714.17'	49.38'	24.69'	49.38'	N54°38'49"W	001°39'02"
C587	1714.17'	49.38'	24.69'	49.37'	N52°59'48"W	001°39'01"
C588	1714.17'	49.36'	24.68'	49.36'	N51°20'47"W	001°38'59"
C589	1714.17'	49.53'	24.77'	49.53'	N49°41'38"W	001°39'20"
C590	1714.17'	3.84'	1.92'	3.84'	N48°48'06"W	000°07'42"
C591	40.00'	18.05'	9.18'	17.90'	S35°48'42"E	025°51'06"
C592	70.00'	37.41'	19.16'	36.96'	S38°11'43"E	030°37'07"
C593	70.00'	47.38'	24.64'	46.48'	S72°53'42"E	038°46'53"
C594	70.00'	48.88'	25.49'	47.90'	N67°42'31"E	040°00'42"
C595	70.00'	14.30'	7.18'	14.28'	N41°50'57"E	011°42'27"
C596	40.00'	17.23'	8.75'	17.10'	N48°20'17"E	024°41'07"
C597	2363.00'	18.00'	9.00'	18.00'	N60°27'45"E	000°26'12"
C598	20.00'	30.96'	19.55'	27.96'	S75°24'18"E	088°42'06"
C599	20.00'	26.36'	15.49'	24.49'	S77°30'25"W	075°31'21"

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C600	20.00'	31.92'	20.51'	28.64'	N05°58'12"W	091°25'53"
C601	2181.63'	32.48'	16.24'	32.48'	N52°06'44"W	000°51'11"
C602	2181.63'	364.34'	182.59'	363.92'	N57°19'23"W	009°34'07"
C603	2181.63'	62.46'	31.23'	62.46'	N62°55'39"W	001°38'26"
C604	20.00'	31.84'	20.43'	28.58'	S70°38'37"W	091°13'13"
C605	30.00'	37.10'	21.34'	34.78'	N83°10'46"W	070°51'34"
C606	1768.17'	32.16'	16.08'	32.16'	N48°16'15"W	001°02'32"
C607	1768.17'	60.05'	30.03'	60.05'	N49°45'54"W	001°56'46"
C608	1768.17'	60.05'	30.03'	60.05'	N51°42'40"W	001°56'46"
C609	1768.17'	60.05'	30.03'	60.05'	N53°39'26"W	001°56'46"
C610	1768.17'	60.05'	30.03'	60.05'	N55°36'11"W	001°56'46"
C611	1768.17'	32.16'	16.08'	32.16'	N57°05'50"W	001°02'32"
C612	30.00'	43.28'	26.38'	39.62'	N16°17'33"W	082°39'06"
C613	30.00'	50.64'	33.74'	44.84'	N73°23'38"E	096°43'15"
C614	1995.13'	32.64'	16.32'	32.64'	N57°46'38"W	000°56'14"
C615	1995.13'	48.42'	24.21'	48.42'	N56°36'48"W	001°23'26"
C616	1995.13'	48.42'	24.21'	48.42'	N55°13'22"W	001°23'26"
C617	1995.13'	48.42'	24.21'	48.42'	N53°49'56"W	001°23'26"
C618	1995.13'	48.42'	24.21'	48.42'	N52°26'30"W	001°23'26"
C619	1995.13'	48.42'	24.21'	48.42'	N51°03'04"W	001°23'26"
C620	1995.13'	48.42'	24.21'	48.42'	N49°39'39"W	001°23'26"
C621	1995.13'	48.42'	24.21'	48.42'	N48°16'13"W	001°23'26"
C622	1995.13'	45.39'	22.70'	45.39'	N46°55'24"W	001°18'13"
C623	30.00'	54.08'	37.91'	47.05'	S05°22'25"W	103°17'25"
C624	2309.00'	85.08'	42.54'	85.07'	N58°04'28"E	002°06'40"
C625	2309.00'	91.12'	45.56'	91.11'	N60°15'37"E	002°15'39"
C626	2250.63'	62.55'	31.28'	62.55'	N62°59'06"W	001°35'33"
C627	2250.63'	422.21'	211.72'	421.59'	N56°48'52"W	010°44'54"
C628	20.00'	31.00'	19.59'	27.99'	S84°09'10"W	088°48'50"
C629	2278.13'	476.66'	239.20'	475.79'	N56°55'39"W	011°59'18"
C630	20.00'	31.00'	19.59'	27.99'	N04°39'40"W	088°48'50"
C631	2250.63'	295.09'	147.76'	294.88'	S45°18'43"E	007°30'45"
C632	2250.63'	32.53'	16.26'	32.53'	S41°08'30"E	000°49'41"
C633	20.00'	30.59'	19.19'	27.69'	N84°32'37"W	087°37'55"
C634	2278.13'	348.01'	174.34'	347.67'	N45°11'56"W	008°45'09"
C635	20.00'	31.22'	19.81'	28.15'	N06°43'27"E	089°27'06"
C636	2250.63'	39.06'	19.53'	39.06'	N37°30'16"W	000°59'40"
C637	2250.63'	22.22'	11.11'	22.22'	N33°59'55"W	000°33'57"
C638	1034.50'	254.20'	127.74'	253.56'	N26°40'34"W	014°04'44"
C639	3249.50'	523.67'	262.41'	523.11'	N15°01'12"W	009°14'01"
C640	3249.50'	32.52'	16.26'	32.52'	N10°07'00"W	000°34'24"
C641	20.00'	31.09'	19.67'	28.05'	N54°21'24"W	089°03'13"
C642	20.00'	31.09'	19.67'	28.05'	N36°35'23"E	089°03'13"
C643	3249.50'	32.52'	16.26'	32.52'	N07°39'02"W	000°34'24"
C644	3249.50'	569.92'	285.69'	569.19'	N02°20'22"W	010°02'56"
C645	3249.50'	32.52'	16.26'	32.52'	N02°58'19"E	000°34'24"
C646	20.00'	31.69'	20.28'	28.48'	N42°08'01"W	090°47'04"
C647	20.00'	30.48'	19.09'	27.62'	N48°48'47"E	087°19'19"
C648	3249.50'	32.52'	16.26'	32.52'	N05°26'20"E	000°34'24"
C649	3249.50'	156.01'	78.02'	155.99'	N07°06'03"E	002°45'03"
C650	784.50'	134.78'	67.56'	134.62'	N13°23'54"E	009°50'38"
C651	784.50'	32.59'	16.30'	32.59'	N19°30'37"E	002°22'49"
C652	20.00'	30.57'	19.17'	27.68'	N23°05'18"W	087°34'40"
C653	20.00'	30.18'	18.80'	27.40'	N69°53'26"E	086°27'50"
C654	1418.50'	261.90'	131.32'	261.52'	N21°22'10"E	010°34'42"
C655	70.00'	144.48'	117.10'	120.17'	N59°48'21"E	118°15'35"
C656	1418.50'	42.39'	21.20'	42.39'	N05°46'14"E	001°42'45"
C657	20.00'	32.15'	20.74'	28.80'	N41°07'51"W	092°05'26"
C658	3153.00'	77.64'	38.82'	77.63'	N10°40'06"W	001°24'39"
C659	50.00'	161.37'	1165.59'	99.91'	S26°39'31"W	184°54'45"
C660	553.00'	176.18'	88.84'	175.43'	S17°31'55"W	018°15'12"
C661	607.00'	193.38'	97.52'	192.56'	N17°31'55"E	018°15'12"
C662	2999.00'	382.85'	191.69'	382.59'	S04°44'53"W	007°18'52"
C663	3053.00'	867.58'	436.73'	864.66'	N00°15'51"E	016°16'55"
C664	2999.00'	374.14'	187.31'	373.90'	S04°20'30"E	007°08'52"
C665	1027.00'	273.50'	137.56'	272.69'	S69°45'45"W	015°15'30"
C666	973.00'	237.31'	119.25'	236.72'	N69°07'14"E	013°58'27"
C667	70.00'	160.94'	156.23'	127.76'	N17°08'00"E	131°43'44"
C668	40.00'	14.57'	7.36'	14.49'	N72°33'56"E	020°51'52"
C669	527.00'	46.52'	23.27'	46.50'	N64°39'43"E	005°03'26"
C670	1973.00'	153.33'	76.70'	153.29'	N22°00'31"W	004°27'10"
C671	1299.00'	260.00'	130.43'	259.56'	N

VERDANCIA UNIT ONE SUBDIVISION

BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY AND VACATING PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY TEXAS. CONTAINING 103.068 ACRES ±

SHEET 5 OF 5

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 1	1	5874 sq.ft.
BLOCK 1	2	6198 sq.ft.
BLOCK 1	3	6180 sq.ft.
BLOCK 1	4	6166 sq.ft.
BLOCK 1	5	6214 sq.ft.
BLOCK 1	6	7033 sq.ft.
BLOCK 1	7	7096 sq.ft.
BLOCK 1	8	6512 sq.ft.
BLOCK 1	9	6512 sq.ft.
BLOCK 1	10	6113 sq.ft.
BLOCK 1	11	145535 sq.ft.
BLOCK 1	12	72556 sq.ft.
BLOCK 1	13	47674 sq.ft.
BLOCK 1	14	7652 sq.ft.
BLOCK 1	15	7489 sq.ft.
BLOCK 1	16	7250 sq.ft.
BLOCK 1	17	5536 sq.ft.
BLOCK 1	18	5536 sq.ft.
BLOCK 1	19	5536 sq.ft.
BLOCK 1	20	5663 sq.ft.
BLOCK 1	21	5812 sq.ft.
BLOCK 1	22	5815 sq.ft.
BLOCK 1	23	5809 sq.ft.
BLOCK 1	24	5619 sq.ft.
BLOCK 1	25	5590 sq.ft.
BLOCK 1	26	5590 sq.ft.
BLOCK 1	27	5590 sq.ft.
BLOCK 1	28	5590 sq.ft.
BLOCK 1	29	5590 sq.ft.
BLOCK 1	30	5590 sq.ft.
BLOCK 1	31	5590 sq.ft.
BLOCK 1	32	5590 sq.ft.
BLOCK 1	33	5590 sq.ft.
BLOCK 1	34	5590 sq.ft.
BLOCK 1	35	5590 sq.ft.
BLOCK 1	36	5590 sq.ft.
BLOCK 1	37	5590 sq.ft.
BLOCK 1	38	5590 sq.ft.
BLOCK 1	39	5583 sq.ft.
BLOCK 1	40	1151 sq.ft.
BLOCK 1	41	1309 sq.ft.
BLOCK 1	42	44634 sq.ft.
BLOCK 1	43	1799 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 2	1	6405 sq.ft.
BLOCK 2	2	6418 sq.ft.
BLOCK 2	3	6590 sq.ft.
BLOCK 2	4	6809 sq.ft.
BLOCK 2	5	6719 sq.ft.
BLOCK 2	6	6921 sq.ft.
BLOCK 2	7	5565 sq.ft.
BLOCK 2	8	5565 sq.ft.
BLOCK 2	9	5565 sq.ft.
BLOCK 2	10	5565 sq.ft.
BLOCK 2	11	7526 sq.ft.
BLOCK 2	12	77998 sq.ft.
BLOCK 2	13	6958 sq.ft.
BLOCK 2	14	7605 sq.ft.
BLOCK 2	15	12257 sq.ft.
BLOCK 2	16	9745 sq.ft.
BLOCK 2	17	9594 sq.ft.
BLOCK 2	18	6274 sq.ft.
BLOCK 2	19	5889 sq.ft.
BLOCK 2	20	5832 sq.ft.
BLOCK 2	21	5729 sq.ft.
BLOCK 2	22	6199 sq.ft.
BLOCK 2	23	7974 sq.ft.
BLOCK 2	24	6710 sq.ft.
BLOCK 2	25	5526 sq.ft.
BLOCK 2	26	5525 sq.ft.
BLOCK 2	27	5801 sq.ft.
BLOCK 2	28	5518 sq.ft.
BLOCK 2	29	5523 sq.ft.
BLOCK 2	30	6946 sq.ft.
BLOCK 2	31	6513 sq.ft.
BLOCK 2	32	6710 sq.ft.
BLOCK 2	33	6009 sq.ft.
BLOCK 2	34	6952 sq.ft.
BLOCK 2	35	5606 sq.ft.
BLOCK 2	36	5603 sq.ft.
BLOCK 2	37	5603 sq.ft.
BLOCK 2	38	5604 sq.ft.
BLOCK 2	39	5604 sq.ft.
BLOCK 2	40	7006 sq.ft.
BLOCK 2	41	7006 sq.ft.
BLOCK 2	42	7006 sq.ft.
BLOCK 2	43	7358 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 3	1	5746 sq.ft.
BLOCK 3	2	5764 sq.ft.
BLOCK 3	3	6191 sq.ft.
BLOCK 3	4	5763 sq.ft.
BLOCK 3	5	5763 sq.ft.
BLOCK 3	6	6454 sq.ft.
BLOCK 3	7	6353 sq.ft.
BLOCK 3	8	6205 sq.ft.
BLOCK 3	9	6196 sq.ft.
BLOCK 3	10	6635 sq.ft.
BLOCK 3	11	6528 sq.ft.
BLOCK 3	12	6196 sq.ft.
BLOCK 3	13	6196 sq.ft.
BLOCK 3	14	6459 sq.ft.
BLOCK 3	15	6454 sq.ft.
BLOCK 3	16	6050 sq.ft.
BLOCK 3	17	6050 sq.ft.
BLOCK 3	18	6338 sq.ft.
BLOCK 3	19	6106 sq.ft.
BLOCK 3	20	5945 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 4	1	6787 sq.ft.
BLOCK 4	2	6518 sq.ft.
BLOCK 4	3	6247 sq.ft.
BLOCK 4	4	6036 sq.ft.
BLOCK 4	5	5885 sq.ft.
BLOCK 4	6	5793 sq.ft.
BLOCK 4	7	6164 sq.ft.
BLOCK 4	8	6250 sq.ft.
BLOCK 4	9	6250 sq.ft.
BLOCK 4	10	6250 sq.ft.
BLOCK 4	11	6250 sq.ft.
BLOCK 4	12	6155 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 5	1	6192 sq.ft.
BLOCK 5	2	5806 sq.ft.
BLOCK 5	3	5777 sq.ft.
BLOCK 5	4	5806 sq.ft.
BLOCK 5	5	6737 sq.ft.
BLOCK 5	6	6374 sq.ft.
BLOCK 5	7	5740 sq.ft.
BLOCK 5	8	5851 sq.ft.
BLOCK 5	9	5789 sq.ft.
BLOCK 5	10	5741 sq.ft.
BLOCK 5	11	6015 sq.ft.
BLOCK 5	12	5503 sq.ft.
BLOCK 5	13	5503 sq.ft.
BLOCK 5	14	5503 sq.ft.
BLOCK 5	15	5503 sq.ft.
BLOCK 5	16	71829 sq.ft.
BLOCK 5	17	6164 sq.ft.
BLOCK 5	18	6250 sq.ft.
BLOCK 5	19	6250 sq.ft.
BLOCK 5	20	6250 sq.ft.
BLOCK 5	21	6250 sq.ft.
BLOCK 5	22	6164 sq.ft.
BLOCK 5	23	5520 sq.ft.
BLOCK 5	24	5520 sq.ft.
BLOCK 5	25	5520 sq.ft.
BLOCK 5	26	5520 sq.ft.
BLOCK 5	27	7818 sq.ft.
BLOCK 5	28	5704 sq.ft.
BLOCK 5	29	10464 sq.ft.
BLOCK 5	30	8883 sq.ft.
BLOCK 5	31	9768 sq.ft.
BLOCK 5	32	7669 sq.ft.
BLOCK 5	33	6671 sq.ft.
BLOCK 5	34	10398 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 6	1	5603 sq.ft.
BLOCK 6	2	5910 sq.ft.
BLOCK 6	3	5935 sq.ft.
BLOCK 6	4	5929 sq.ft.
BLOCK 6	5	5892 sq.ft.
BLOCK 6	6	5828 sq.ft.
BLOCK 6	7	5778 sq.ft.
BLOCK 6	8	5784 sq.ft.
BLOCK 6	9	5771 sq.ft.
BLOCK 6	10	5764 sq.ft.
BLOCK 6	11	5755 sq.ft.
BLOCK 6	12	5744 sq.ft.
BLOCK 6	13	5731 sq.ft.
BLOCK 6	14	5717 sq.ft.
BLOCK 6	15	5659 sq.ft.
BLOCK 6	16	10784 sq.ft.
BLOCK 6	17	12773 sq.ft.
BLOCK 6	18	5544 sq.ft.
BLOCK 6	19	5742 sq.ft.
BLOCK 6	20	5736 sq.ft.
BLOCK 6	21	5604 sq.ft.
BLOCK 6	22	7603 sq.ft.
BLOCK 6	23	10940 sq.ft.
BLOCK 6	24	6869 sq.ft.
BLOCK 6	25	5546 sq.ft.
BLOCK 6	26	7391 sq.ft.
BLOCK 6	27	6751 sq.ft.
BLOCK 6	28	6925 sq.ft.
BLOCK 6	29	7051 sq.ft.
BLOCK 6	30	5601 sq.ft.
BLOCK 6	31	6344 sq.ft.
BLOCK 6	32	10549 sq.ft.
BLOCK 6	33	10027 sq.ft.
BLOCK 6	34	6414 sq.ft.
BLOCK 6	35	5650 sq.ft.
BLOCK 6	36	5565 sq.ft.
BLOCK 6	37	5565 sq.ft.
BLOCK 6	38	5565 sq.ft.
BLOCK 6	39	5565 sq.ft.
BLOCK 6	40	5565 sq.ft.
BLOCK 6	41	5565 sq.ft.
BLOCK 6	42	5565 sq.ft.
BLOCK 6	43	5565 sq.ft.
BLOCK 6	44	5565 sq.ft.
BLOCK 6	45	5565 sq.ft.
BLOCK 6	46	5565 sq.ft.
BLOCK 6	47	5565 sq.ft.
BLOCK 6	48	6333 sq.ft.
BLOCK 6	49	6483 sq.ft.
BLOCK 6	50	5543 sq.ft.
BLOCK 6	51	5842 sq.ft.
BLOCK 6	52	10214 sq.ft.
BLOCK 6	53	7385 sq.ft.
BLOCK 6	54	6240 sq.ft.
BLOCK 6	55	5881 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 6	56	5984 sq.ft.
BLOCK 6	57	5984 sq.ft.
BLOCK 6	58	6011 sq.ft.
BLOCK 6	59	6134 sq.ft.
BLOCK 6	60	6349 sq.ft.
BLOCK 6	61	6243 sq.ft.
BLOCK 6	62	5792 sq.ft.
BLOCK 6	63	5792 sq.ft.
BLOCK 6	64	5792 sq.ft.
BLOCK 6	65	5792 sq.ft.
BLOCK 6	66	5717 sq.ft.
BLOCK 6	67	8525 sq.ft.
BLOCK 6	68	12930 sq.ft.
BLOCK 6	69	7191 sq.ft.
BLOCK 6	70	7442 sq.ft.
BLOCK 6	71	5565 sq.ft.
BLOCK 6	73	5565 sq.ft.
BLOCK 6	74	5565 sq.ft.
BLOCK 6	75	5565 sq.ft.
BLOCK 6	76	5565 sq.ft.
BLOCK 6	77	5565 sq.ft.
BLOCK 6	78	5565 sq.ft.
BLOCK 6	79	5565 sq.ft.
BLOCK 6	80	5565 sq.ft.
BLOCK 6	81	5565 sq.ft.
BLOCK 6	82	5565 sq.ft.
BLOCK 6	83	5565 sq.ft.
BLOCK 6	84	5565 sq.ft.
BLOCK 6	85	5565 sq.ft.
BLOCK 6	86	5565 sq.ft.
BLOCK 6	87	5569 sq.ft.
BLOCK 6	88	6104 sq.ft.
BLOCK 6	89	6758 sq.ft.
BLOCK 6	90	7156 sq.ft.
BLOCK 6	91	6647 sq.ft.
BLOCK 6	92	6042 sq.ft.
BLOCK 6	93	1309 sq.ft.
BLOCK 6	94	17813 sq.ft.
BLOCK 6	95	1376 sq.ft.
BLOCK 6	96	1148 sq.ft.
BLOCK 6	97	6300 sq.ft.
BLOCK 6	98	82393 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 7	1	6066 sq.ft.
BLOCK 7	2	6151 sq.ft.
BLOCK 7	3	6460 sq.ft.
BLOCK 7	4	6151 sq.ft.
BLOCK 7	5	6151 sq.ft.
BLOCK 7	6	6066 sq.ft.
BLOCK 7	7	5512 sq.ft.
BLOCK 7	8	6487 sq.ft.
BLOCK 7	9	11249 sq.ft.
BLOCK 7	10	7365 sq.ft.
BLOCK 7	11	11689 sq.ft.
BLOCK 7	12	9134 sq.ft.
BLOCK 7	13	6444 sq.ft.
BLOCK 7	14	5990 sq.ft.
BLOCK 7	15	5545 sq.ft.
BLOCK 7	16	5552 sq.ft.
BLOCK 7	17	5552 sq.ft.
BLOCK 7	18	5552 sq.ft.
BLOCK 7	19	5552 sq.ft.
BLOCK 7	20	9981 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 8	1	5893 sq.ft.
BLOCK 8	2	5815 sq.ft.
BLOCK 8	3	5577 sq.ft.
BLOCK 8	4	5815 sq.ft.
BLOCK 8	5	5815 sq.ft.
BLOCK 8	6	5729 sq.ft.
BLOCK 8	7	8914 sq.ft.
BLOCK 8	8	6923 sq.ft.
BLOCK 8	9	11707 sq.ft.
BLOCK 8	10	8022 sq.ft.
BLOCK 8	11	13594 sq.ft.
BLOCK 8	12	7084 sq.ft.
BLOCK 8	13	8019 sq.ft.
BLOCK 8	14	6550 sq.ft.
BLOCK 8	15	6920 sq.ft.
BLOCK 8	16	6917 sq.ft.
BLOCK 8	17	7311 sq.ft.
BLOCK 8	18	6649 sq.ft.
BLOCK 8	19	5776 sq.ft.
BLOCK 8	20	5653 sq.ft.
BLOCK 8	21	5649 sq.ft.
BLOCK 8	22	5649 sq.ft.
BLOCK 8	23	5649 sq.ft.
BLOCK 8	24	5649 sq.ft.
BLOCK 8	25	5850 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 9	1	6184 sq.ft.
BLOCK 9	2	5830 sq.ft.
BLOCK 9	3	5765 sq.ft.
BLOCK 9	4	5765 sq.ft.
BLOCK 9	5	5765 sq.ft.
BLOCK 9	6	5765 sq.ft.
BLOCK 9	7	5645 sq.ft.
BLOCK 9	8	5608 sq.ft.
BLOCK 9	9	5588 sq.ft.
BLOCK 9	10	5556 sq.ft.
BLOCK 9	11	5588 sq.ft.
BLOCK 9	12	5587 sq.ft.
BLOCK 9	13	5554 sq.ft.
BLOCK 9	14	6012 sq.ft.
BLOCK 9	15	5664 sq.ft.
BLOCK 9	16	5584 sq.ft.
BLOCK 9	17	5668 sq.ft.
BLOCK 9	18	5667 sq.ft.
BLOCK 9	19	5699 sq.ft.
BLOCK 9	20	5667 sq.ft.
BLOCK 9	21	5648 sq.ft.
BLOCK 9	22	5613 sq.ft.
BLOCK 9	23	5503 sq.ft.
BLOCK 9	24	5503 sq.ft.
BLOCK 9	25	5503 sq.ft.
BLOCK 9	26	5503 sq.ft.
BLOCK 9	27	5565 sq.ft.
BLOCK 9	28	5899 sq.ft.
BLOCK 9	29	6450 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 10	1	5986 sq.ft.
BLOCK 10	2	6363 sq.ft.
BLOCK 10	3	5935 sq.ft.
BLOCK 10	4	5906 sq.ft.
BLOCK 10	5	5906 sq.ft.
BLOCK 10	6	5906 sq.ft.
BLOCK 10	7	5906 sq.ft.
BLOCK 10	8	5906 sq.ft.
BLOCK 10	9	5906 sq.ft.
BLOCK 10	10	6199 sq.ft.
BLOCK 10	11	6011 sq.ft.
BLOCK 10	12	5617 sq.ft.
BLOCK 10	13	5617 sq.ft.
BLOCK 10	14	5617 sq.ft.
BLOCK 10	15	5617 sq.ft.
BLOCK 10	16	5617 sq.ft.
BLOCK 10	17	5617 sq.ft.
BLOCK 10	18	5600 sq.ft.
BLOCK 10	19	5554 sq.ft.
BLOCK 10	20	5744 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 11	1	5653 sq.ft.
BLOCK 11	2	5736 sq.ft.
BLOCK 11	3	5706 sq.ft.
BLOCK 11	4	5705 sq.ft.
BLOCK 11	5	5704 sq.ft.
BLOCK 11	6	5710 sq.ft.
BLOCK 11	7	5760 sq.ft.
BLOCK 11	8	5866 sq.ft.
BLOCK 11	9	5921 sq.ft.
BLOCK 11	10	5598 sq.ft.
BLOCK 11	11	7787 sq.ft.
BLOCK 11	12	10008 sq.ft.
BLOCK 11	13	6053 sq.ft.
BLOCK 11	14	6851 sq.ft.
BLOCK 11	15	5500 sq.ft.
BLOCK 11	16	5512 sq.ft.
BLOCK 11	17	1153 sq.ft.
BLOCK 11	18	1292 sq.ft.
BLOCK 11	19	9350 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 12	1	5645 sq.ft.
BLOCK 12	2	6516 sq.ft.
BLOCK 12	3	10931 sq.ft.
BLOCK 12	4	10928 sq.ft.
BLOCK 12	5	5934 sq.ft.
BLOCK 12	6	5907 sq.ft.
BLOCK 12	7	5680 sq.ft.
BLOCK 12	8	1225 sq.ft.
BLOCK 12	9	1317 sq.ft.
BLOCK 12	10	8442 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 13	1	7205 sq.ft.
BLOCK 13	2	7926 sq.ft.
BLOCK 13	3	12589 sq.ft.
BLOCK 13	4	7217 sq.ft.
BLOCK 13	5	5839 sq.ft.
BLOCK 13	6	5752 sq.ft.
BLOCK 13	7	5605 sq.ft.
BLOCK 13	8	5590 sq.ft.
BLOCK 13	9	5566 sq.ft.
BLOCK 13	10	7338 sq.ft.
BLOCK 13	11	13343 sq.ft.
BLOCK 13	12	9106 sq.ft.
BLOCK 13	13	5953 sq.ft.
BLOCK 13	14	5520 sq.ft.
BLOCK 13	15	5520 sq.ft.
BLOCK 13	16	5613 sq.ft.
BLOCK 13	17	6720 sq.ft.
BLOCK 13	18	12420 sq.ft.
BLOCK 13	19	9489 sq.ft.
BLOCK 13	20	5989 sq.ft.
BLOCK 13	21	5881 sq.ft.
BLOCK 13	22	5881 sq.ft.
BLOCK 13	23	5881 sq.ft.
BLOCK 13	24	5905 sq.ft.
BLOCK 13	25	1225 sq.ft.
BLOCK 13	26	1317 sq.ft.
BLOCK 13	27	10671 sq.ft.
BLOCK 13	28	3313 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 14	1	7612 sq.ft.
BLOCK 14	2	6591 sq.ft.
BLOCK 14	3	6693 sq.ft.
BLOCK 14	4	6552 sq.ft.
BLOCK 14	5	6480 sq.ft.
BLOCK 14	6	6889 sq.ft.
BLOCK 14	7	6773 sq.ft.
BLOCK 14	8	5724 sq.ft.
BLOCK 14	9	5734 sq.ft.
BLOCK 14	10	5694 sq.ft.
BLOCK 14	11	5603 sq.ft.
BLOCK 14	12	5592 sq.ft.
BLOCK 14	13	5660 sq.ft.
BLOCK 14	14	5679 sq.ft.
BLOCK 14	15	7769 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 15	1	3223 sq.ft.
BLOCK 15	2	12549 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 16	1	9031 sq.ft.
BLOCK 16	2	1256 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 17	1	1646 sq.ft.
BLOCK 17	2	27854 sq.ft.
BLOCK 17	3	1278 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 18	1	1149 sq.ft.
BLOCK 18	2	15076 sq.ft.
BLOCK 18	3	1173 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 19	1	1250 sq.ft.
BLOCK 19	2	8899 sq.ft.
BLOCK 19	3	1247 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 20	1	1239 sq.ft.
BLOCK 20	2	11744 sq.ft.
BLOCK 20	3	1884 sq.ft.

LEGAL DESCRIPTION

DESCRIPTION OF A 103.068 ACRE TRACT OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PORTION OF THAT CERTAIN 106.535 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT HORIZON MESA, LLC, OF RECORD IN DOCUMENT NO. 20240021887 OF THE OFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, BEING ALSO A PORTION OF THAT CERTAIN 63.492 ACRE TRACT OF LAND, AND ALL OF THAT CERTAIN 12.443 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT HORIZON MESA, LLC., OF RECORD IN DOCUMENT NO. 20240014417 OF THE OFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, BEING ALSO A PORTION OF THAT CERTAIN 99.433 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT HORIZON MESA, LLC, OF RECORD IN DOCUMENT NO. 20240014413 OF THE OFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 44.831 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO HORIZON MESA 6, L.P., OF RECORD IN DOCUMENT NO. 20070015480 OF THE OFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, SAID 103.068 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4-inch iron pipe found for the southeast corner of Section No. 30, being also the southwest corner of Section No. 29, being also the northeast corner of Section No. 31, and being the northwest corner of Section No. 31, all in Block 78, Township 3, Texas and Pacific Railway Company Surveys;

THENCE N 57°14'18" W, over and across said Survey No. 29, and said Survey No. 30, for a distance of 1485.71 feet to a 5/8" iron rod with cap stamped "ZWA" set on the curving north line of Eastlake Boulevard, a 120 foot right of way, having Texas State Plane Grid Coordinate, (Central Zone, NAD 83, U.S. Feet, Combined Scale Factor 0.99977223) values of N= 10,629,689.30, E= 477,274.70, for the southeast corner and the POINT OF BEGINNING, said point being in a curve to the left;

THENCE with the north line of said Eastlake Boulevard, and the south line hereof, the following four (4) courses and distances:

1) along said curve to the left, an arc distance of 21.56 feet, said curve having a radius of 1160.00 feet, a central angle of 1°03'54" and a chord bearing of N 85°40'16" W for a chord distance of 21.56 feet to a 5/8" iron rod with cap stamped "ZWA" found at a point of compound curve to the left,

2) along said compound curve to the left, an arc distance of 7.59 feet, said curve having a radius of 344.88 feet, a central angle of 1°15'38" and a chord bearing of N 86°21'45" W for a chord distance of 7.59 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said compound curve to the left,

3) N 87°01'40" W for a distance of 134.09 feet to a 5/8" iron rod with cap stamped "ZWA" set, and

4) N 87°02'24" W for a distance of 714.28 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left, being also on the north line of said Eastlake Boulevard, and being the southwest corner hereof;

THENCE departing the north line of said Eastlake Boulevard, over and across said 106.535-acre Hunt Horizon Mesa, LLC. tract, the following four (4) courses and distances:

1) along said curve to the left, an arc distance of 31.42 feet, said curve having a radius of 20.00 feet, a central angle of 90°00'00" and a chord bearing of N 47°57'34" E for a chord distance of 28.28 feet to a 5/8" iron rod with cap stamped "ZWA" set at end of said curve,

2) N 02°57'34" E for a distance of 56.04 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left,

3) along said curve to the left, an arc distance of 546.83 feet, said curve having a radius of 1070.00 feet, a central angle of 29°16'52" and a chord bearing of N 11°40'52" W for a chord distance of 540.90 feet to a 5/8" iron rod with cap stamped "ZWA" set at a point of reverse curve to the right, and

4) along said reverse curve to the right, an arc distance of 260.10 feet, said curve having a radius of 2340.41 feet, a central angle of 06°22'03" and a chord bearing of N 23°08'17" W for a chord distance of 259.96 feet to a "V" cut in concrete sidewalk at the end of said curve to the right, being also on the east line of Lot 21, Block 1, Horizon Mesa Unit One, a subdivision in El Paso County, Texas according to the map or plat thereof, recorded in Document No. 20010031615 of the Official Public Records of El Paso County, Texas, being also on the west line of Desert Springs Drive, a 60 foot right of way, as dedicated by said Horizon Mesa Unit One, being also the west line of said 44.831-acre Horizon Mesa 6, L.P. tract, and being the west line hereof;

THENCE, N 68°22'17" E, crossing said Desert Springs Drive, for a distance of 60.03 feet to a 5/8" iron rod with cap stamped "ZWA" found at the beginning of a curve to the right on the east line of said Desert Springs Drive;

THENCE, with the east line of said Horizon Mesa Unit One, being also the west line said 44.831-acre Horizon Mesa 6, L.P. tract, being also in part with the east line of said Desert Spring Drive, and being the west line hereof, the following four (4) courses and distances:

1) along said curve to the right an arc distance of 32.10 feet, said curve having a radius of 20.00 feet, a central angle of 91°56'40" and a chord bearing of N 24°24'32" E for a chord distance of 28.76 feet to a 5/8" iron rod with cap stamped "ZWA" found at the end of said curve,

2) N 21°07'04" W, for a distance of 60.00 feet to a 5/8" iron rod with cap stamped "ZWA" found at the beginning of a curve to the right,

3) along said curve to the right an arc distance of 31.47 feet, said curve having a radius of 20.00 feet, a central angle of 90°08'39" and a chord bearing of N 66°36'04" W for a chord distance of 28.32 feet to a 5/8" iron rod with cap stamped "ZWA" found at the beginning of a curve to the left, and

4) along said curve to the left an arc distance of 467.26 feet, said curve having a radius of 3140.06 feet, a central angle of 08°31'34" and a chord bearing of N 26°07'08" W for a chord distance of 466.83 feet to a 5/8" iron rod with cap stamped "ZWA" found at the end of said curve;

THENCE, S 59°33'32" W, crossing said Desert Spring Drive, for a distance of 60.00 feet to a 5/8" iron rod with cap stamped "ZWA" found at the beginning of a curve to the left;

THENCE, continuing with the east line of said Horizon Mesa Unit One, being also the west line of said 44.831-acre Horizon Mesa 6, L.P. tract, being also the west line of said Desert Spring Drive, and being the west line hereof, along said curve to the left an arc distance of 741.97 feet, said curve having a radius of 3080.06 feet, a central angle of 13°48'08" and a chord bearing of N 37°17'58" W for a chord distance of 740.18 feet to a concrete nail found in wall at the end of said curve, being also the southwest intersection of said Desert Spring Drive and Desert Mist Drive, a 52-foot right of way as dedicated by Horizon Mesa Unit Six, a subdivision in El Paso County Texas according to the map or plat thereof, recorded in Document 20050011495 of the Official Public Records of El Paso County, Texas, being also the northeast corner of Lot 9, Block 3, of said Horizon Mesa Unit One, and being on the west line hereof;

THENCE, N 45°48'13" E, crossing said Desert Spring Drive, for a distance of 60.00 feet to a 5/8" iron rod with cap stamped "ZWA" found at the southeast intersection of said Desert Spring Drive and said Desert Mist drive, being also on the north line of said 44.831-acre Horizon Mesa 6, L.P. tract, being also the south line of said Horizon Mesa Unit Six, and being the west line hereof;

THENCE, with the south line of said Desert Mist Drive, being also the south line of said Horizon Mesa Unit Six, being also the north line of said 44.831-acre Horizon Mesa 6, L.P. tract, and being the west line hereof, the following three (3) courses and distances:

1) N 44°08'01" W, for a distance of 3.83 feet to a 5/8" iron rod with cap stamped "ZWA" found at the beginning of a curve to the right,

2) along said curve to the right an arc distance of 31.48 feet, said curve having a radius of 20.00 feet, a central angle of 90°11'16" and a chord bearing of N 00°33'26" E for a chord distance of 28.33 feet to a 5/8" iron rod with cap stamped "ZWA" found at the end of said curve, and

3) N 45°27'45" E, for a distance of 88.93 feet to a 5/8" iron rod with cap stamped "ZWA" found at the beginning of a curve to the right on the south line of said Desert Mist Drive, being also

TOWN OF HORIZON CITY

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, AUTHORIZING PARTICIPATION WITH THE STATE OF TEXAS, THROUGH THE OFFICE OF THE ATTORNEY GENERAL, IN THE LATEST GLOBAL OPIOID SETTLEMENTS; APPROVING AND RATIFYING SETTLEMENT PARTICIPATION FORM SUBMISSION TO THE ATTORNEY GENERAL'S OFFICE; AUTHORIZING THE EXECUTION OF ALL RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Horizon City (the "City") obtained information indicating that drug retailers, along with certain drug companies, corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct, and misconduct have resulted in significant financial costs to the Town; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit "A"; and

WHEREAS, on November 09, 2021, the City approved the Texas Term Sheet via Resolution; and

WHEREAS, Counsel and the State of Texas have recommended that the City Council of the Town of Horizon City support the approval and submission of the latest settlement participation forms pertaining to the new Purdue Direct Settlement, and the Alvogen, Amneal, Apotex, Hikma, Indivior, Viatris (Mylan), Sun, and Zydus Settlement. These forms are attached hereto as Exhibit "B."

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF TOWN OF HORIZON CITY, TEXAS THAT:

SECTION 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City supports and ratifies the approval and submission of the latest settlement participation forms pertaining to the Purdue Direct Settlement and the Alvogen, Amneal, Apotex, Hikma, Indivior, Viatris (Mylan), Sun, and Zydus Settlement, attached hereto and incorporated herein as "Exhibit B."

SECTION 3. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City.

SECTION 4. The City supports and reaffirms the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A.

SECTION 5. The City understands that the purpose of these participation forms and the Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein.

SECTION 6. The City also understands that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

SECTION 7. The City Council approves and ratifies the Mayor or his designee's execution and submission of all necessary related documents. This Resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED this, the ___ day of October, 2025.

(Signatures to follow)

Town of Horizon City:

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth, City Attorney

Exhibit "A"
Texas Term Sheet

Exhibit "B"
Participation Forms for the Purdue Direct Settlement and
The Secondary Manufacturers' Settlement

RESOLUTION

That the Mayor of Horizon City be allowed to sign a Service Agreement by and between the Town of Horizon City, Texas and the Town of Horizon City Economic Development Corporation to promote efficiency of personnel and administrative services.

Approved this _____ day of _____, 2025 at a duly held meeting of the Horizon City Council.

TOWN OF HORIZON CITY

_____

Andy Renteria, Mayor

ATTEST:

_____

Elvia Schuller, TRMC City Clerk