

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

**GRANT OF EASEMENT**

**County of El Paso** (“Grantor”), a Texas political subdivision, is the owner of certain real property and improvements known as **Casa Ronquillo** (“Property”), located near the corner of Alarcon and Paseo de Convento Roads, more particularly described as Tract Ten – B (10-B), Block Thirty-one (31) San Elizario Grant, El Paso County, Texas and further described in in **Attachment A** to this document, which is incorporated for all purposes as if it were set forth fully herein. In consideration of funds made available to Grantor through the **Texas Preservation Trust Fund Grant Program** (“Program”), receipt of which Grantor acknowledges, Grantor does hereby grant, bargain, sell, and convey to the **Texas Historical Commission**, an agency of the State of Texas, (“Grantee”) the following **Easement** (“Easement”).

Grantor has legal and equitable fee simple title to the Property and has the right and power to grant this Easement. Grantee has the legal authority to accept this Easement. Grantee considers the Property and the improvements thereon to represent a significant example of a historic, architectural, or cultural site important to the State of Texas. Grantor desires to grant to Grantee, and Grantee desires to accept, the Easement on the terms and conditions set forth below.

**TERMS AND CONDITIONS**

**1. GRANT**

In consideration of the grant award to Grantor under the Program, Grantor hereby grants and conveys to Grantee an interest and Easement in the Property for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by Grantee, to have and to hold the said interest and Easement subject to and limited by the provisions of this Easement, to and for Grantee’s proper uses for a 15 year term beginning on the date of execution of this Easement.

**2. SCOPE OF GRANTEE’S INTEREST AND EASEMENT**

The Easement herein granted conveys to Grantee an interest in the Property encompassing the following covenants and undertakings by Grantor.

- a. Without the prior written consent of Grantee, which consent shall not unreasonably be withheld, Grantor shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, demolition, or other activity that would affect or alter in any material way the appearance or the historic architectural integrity of the Property. Grantee need not give prior written consent for routine maintenance that does not affect or alter in any material way the historic architectural integrity of the Property. Activities requiring Grantee’s written approval include but are not limited to the following:
  - i. Any changes to the character-defining features identified in **Attachment B** including the alteration, partial removal, construction, remodeling, demolition or other physical or structural change to the appearance or construction of such features.
  - ii. Erection of anything on the Property that would encroach on the open land area surrounding the structures or obstruct the public view of the structures (except for temporary structures such as construction trailers or scaffolding necessary during the performance of approved restoration work).
  - iii. Installation of signs or awnings on the Property.

- iv. Painting of previously unpainted surfaces or removal of any paint or other finishes from historic materials.
  - v. Topographical changes to the Property.
  - vi. Any work that might affect the structural soundness of the Property.
  - vii. Any subdivision of the Property.
  - viii. Installation of any transmission lines on or across the Property.
  - ix. Vacating or abandoning any structures on the Property.
  - x. Mothballing any structures on the Property such as temporary closure to protect it from weather and to secure it from vandalism during vacancy.
  - xi. Cessation of standard maintenance procedures on the Property.
- b. Grantor shall maintain and repair the Property in a good and sound state of repair and maintain the subject Property according to the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995, as administered by the Texas Historical Commission ("Standards"), so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.
- c. Significant changes in use to the building that may affect how the public spaces are used and/or preserved must receive prior approval in writing from the Grantee.

### 3. INITIAL LEVEL OF PRESERVATION

The level of preservation that the Grantor is to maintain, as specified in this Easement is the state of preservation of the Property on the date on which the parties executed this agreement, as altered by any subsequent authorized improvements to the property.

In order to make more certain the full extent of Grantor's obligations and the restrictions on the subject Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character-defining materials, features and spaces is incorporated as **Attachment B** at the end of this agreement together with a narrative describing the condition of these features. To complement **Attachment B**, Grantor has provided to the Grantee architectural drawings, if prepared as part of the project or otherwise available, and has compiled a current photographic record of identified features and areas where work will occur including, black and white photographs and/or color digital prints, photograph logs, and a keyed location map. Grantor agrees that the nature and condition of the Property on the date of execution of this Easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this Easement in the Grantee's conservation easement file for the Property.

The Scope of Work to be performed under the grant to restore the Property is as outlined in **Attachment C**, although that Scope of Work may be modified if Grantee approves of such modification in writing during the course of planning and/or construction. Once the Scope of Work has been completed, Grantor shall provide a Completion Report following the grant program requirements. Grantor agrees that the nature and condition of the Property on the date of submission of the Completion Report will be accurately documented by the revised architectural drawings and revised photographic record included in or attached to the Completion Report, which shall also be maintained for the life of this Easement in Grantee's conservation easement file for the Property. The condition of the Property documented in the Completion Report shall become the level of preservation to which the Property shall be maintained in accordance with this Easement.

#### **4. RESPONSIBILITIES OF GRANTOR IF PROPERTY IS DAMAGED, DESTROYED OR CONDEMNED**

- a. In the event that the Structure or other site improvements located on the Property is damaged or destroyed by fire, flood, windstorm, earth movement, or other disaster or casualty of any kind whatsoever, Grantor's responsibilities shall be as follows:
  - i. Grantor shall notify Grantee in writing within 7 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval indicating that the proposed work will meet the Standards. Grantee shall give its written approval, if any, of any proposed work within thirty (30) days of receiving the request from Grantor.
  - ii. Partially damaged. If the Structure is partially damaged (i.e., damaged to such an extent or of such nature that the historic architectural integrity of the Structure can reasonably be restored to its prior condition), then Grantor shall restore the historic architectural integrity of the Structure to the condition that existed just prior to the damage, consistent with the Standards, if economically feasible within the limits of the funds available, including insurance coverage, grants, and any other funds known to be available for the restoration of the Property.
  - iii. Totally destroyed. If the Structure is totally destroyed (i.e., destroyed to such an extent that it is not possible to reasonably repair or restore the historic architectural integrity of the Structure), this Easement shall expire. If Grantor believes that the Structure has been totally destroyed, Grantor shall so notify Grantee, who shall have the right to inspect the Structure within 30 days of its receipt of notice. The Structure shall only be deemed to have been totally destroyed if Grantee, in writing, concurs with Grantor's assessment that the Structure has been totally destroyed or if Grantee, in writing, waives its right to inspect the Structure.
  - iv. If the damage of or destruction to the Property is caused by the gross negligence, willful neglect, or intentional act of Grantor or a successor to Grantor, then Grantor will pay to Grantee the amount of the Program funds applied to the Property. Grantee may pursue any other remedies in equity or at law Grantee may have in as provided by Section 6 of this Easement.
- b. If the Structure is required to be altered, removed, or demolished through the legal condemnation process of any governmental entity, Grantor shall not be liable for any damages under the Easement, and shall apply the proceeds of any such condemnation proceeding in accordance with this section of this Easement.

#### **5. RIGHT TO INSPECT**

Grantor agrees that Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether or not the terms and conditions of this Easement are being observed.

#### **6. REMEDIES OF GRANTEE**

Grantee shall have all remedies available to it at law or equity, and Grantor stipulates that money damages shall be insufficient compensation to Grantee for any breach of this Easement by Grantor. Grantor also agrees that, if it is found to have materially violated any of its obligations, Grantor shall reimburse Grantee for all costs or

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#### **Grant of Easement**

expenses incurred in connection with enforcing this Easement, including Court costs and reasonable architect's and attorney's fees. Grantor understands and agrees that one of Grantee's remedies is the right to require the Grantor to restore the Property to the condition required by this Easement (i.e., specific performance). If Grantee, upon inspection of the property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court of appropriate jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, Grantee shall give Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including, but not limited to, legal action. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

## **7. ASSIGNMENT, SUCCESSORS AND ASSIGNS**

- a. This Easement shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, and the word "Grantor" when used herein shall include all such entities or persons whether or not such entities or persons have signed this instrument or had any other interest in the Property at the time this Easement was signed. A person shall have no obligation, pursuant to this Easement, if and when such person shall cease to have any (present, partial, contingent, collateral or future) interest in the Property or any portion thereof by reason of a bona fide transfer for value. Notwithstanding the foregoing, however, the obligation under section 2. b. of this Easement to maintain and repair the Property may be enforced against such person if it is determined that such person permitted the architectural integrity of the Property to deteriorate in a material way during the period during which the person had an interest in the Property.
- b. Grantor acknowledges that in the event it contemplates transferring its ownership of all or a portion of the Property, or leasing all or a portion of the Property, Grantor shall notify Grantee of the intent to transfer and the proposed successor to Grantor's title or part thereof no less than thirty (30) days prior to the contemplated transfer, in writing, by certified mail with postage prepaid and return receipt requested, addressed to the Grantee as follows:

Texas Historical Commission  
Post Office Box 12276  
Austin, Texas 78711-2276

Or to such other address as Grantee may from time to time designate in writing to the Grantor. A copy shall also be sent to the chairman of the El Paso County Historical Commission. Upon receipt of notice of the contemplated transfer, the Grantee shall consider the purpose and effect of the proposed transfer and may approve or, if Grantee determines that the transfer would be inconsistent with the purposes of this Easement, disapprove of the contemplated transfer. This provision shall expire either when this Easement expires or fifty years from the date this Easement takes effect, whichever event occurs first.

- c. Grantee agrees that it will hold this Easement exclusively for preservation purposes; that is, it will not transfer this Easement in exchange for money, other property or services.

## **8. RESERVATION**

- a. Grantor reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein.

- b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications consistent with sound preservation practices, the Standards, and consistent with the requirements of such ordinance.

## **9. ACCEPTANCE**

Grantee hereby accepts the right and interest granted to it in this Easement.

## **10. GRANTOR'S INSURANCE**

- a. Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as the Property that is subject to this Easement. Grantor shall obtain insurance coverage in the amount of the estimated replacement cost of the Structure (fire and extended coverage insurance) and Grantor and Grantee shall agree in writing on the estimated replacement cost. Such insurance shall include Grantee's interest and shall expressly name Grantee as an additional insured and shall provide for at least thirty (30) days notice to Grantee before cancellation of the coverage and that the act or omission of one insured will not invalidate the policy as to any other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the purchase of the aforesaid insurance coverage at the commencement of this grant and a new certificate at least ten (10) days prior to the expiration of each such policy.
- b. For public owners that are self-insured, there must be evidence of financial ability to repair or reconstruct the Structure in the event of any potential loss. Owners claiming to be self-insured must provide evidence supporting that claim.

## **11. RELEASE**

To the extent provided by law, Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents and employees, and will defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and/or damages to property occurring in or around the Property occasioned in whole or in part by the negligence of Grantor, its agents or employees.

## **12. REVIEW, APPROVAL AND ENFORCEMENT CLAUSE**

Until this Easement expires, the Grantor and any and all successors in interest further agree to deliver to the Grantee for review and approval the information (including plans, specifications, and designs where appropriate) identifying any proposed permanent changes to the property along with 4" x 6" or larger color photographs of the areas to be affected. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Grantor shall make no change or take any action subject to the approval of Grantee until Grantor has received written approval of such action by an authorized representative of Grantee. Whenever such consent or written approval of Grantee is required, it shall not be unreasonably withheld or delayed. Changes must conform to the Standards.

## **13. NO THIRD PARTY BENEFICIARY**

Anything to the contrary in this Agreement notwithstanding, all rights, privileges and benefits conveyed by this Easement are for the exclusive use of the parties hereto, and there shall be no third-party beneficiary hereof.

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### **Grant of Easement**

#### **14. WORK DONE AS A CONDITION OF ACCEPTING THE GRANT**

Grantee acknowledges that substantial corrective and restoration work has been done or will be done by Grantor to preserve the historic architectural integrity of the Property. The Grantor shall complete the corrective and restoration work in accordance with the grant, Funding Agreement, and this Easement.

#### **15. TERM OF AGREEMENT**

This Easement shall become valid on the date of the last signature included herein and remain in effect for the term indicated in Section 1 above, unless terminated earlier by agreement of the parties or the terms of this Easement. Notwithstanding any other provision of this Easement, the Easement shall terminate if either the Funding Agreement or Grantee's participation in the Program is terminated before Grantor receives any amount of the grant award.

#### **16. PRIOR AGREEMENTS SUPERSEDED**

This Easement and the provisions contained herein shall supersede all previous easements granted by the Grantor to the Grantee on the Property described herein. Any previous easement shall hereafter be null and void as of the date this Easement is filed in the deed records of El Paso County.

#### **17. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is held to be illegal by the final judgment of a court, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

#### **18. PUBLIC ACCESS**

The Grantor agrees to provide public access to view the grant-assisted work or Property no less than 6 days a year on an equitably spaced basis if the property is not clearly visible from a public right of way or includes interior work assisted with funds from the Program. At the Grantor's option, the property may also be open at other times by appointment, in addition to the scheduled 6 days a year. If the property is an archeological site with no visible features above ground, public access requirements are satisfied by providing access to interested parties on selected days of the year. Nothing in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodations to qualified disabled persons shall be made in consultation with the Texas Historical Commission.

This Easement is for the benefit of and appurtenant to the land, or any portion of the land, in the County of El Paso, State of Texas, described in **Attachment A**:

In witness, this GRANT is executed on the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021.

Grantor: **County of El Paso**

By: \_\_\_\_\_  
Ricardo Samaniego  
County Judge

STATE OF TEXAS:

On this the \_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, a Notary Public in and for the State of Texas, \_\_\_\_\_, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the Grant of Easement acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I here unto set my hand and official seal.

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

Grantee: **Texas Historical Commission**

By: \_\_\_\_\_  
Mark Wolfe  
Executive Director

STATE OF TEXAS:

On this the \_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared Mark Wolfe, who acknowledged himself to be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Texas Historical Commission by himself as Executive Director.

In witness whereof, I here unto set my hand and official seal.

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

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**Grant of Easement**





## **Exhibit B**

### **Casa Ronquillo**

Casa Ronquillo is located at the intersection of Alarcon and Paseo del Convento in the San Elizario National Register Historic District. Casa Ronquillo is approximately 2000 square feet, constructed of adobe walls with a wood vigas roof. All existing walls have a plaster with chicken wire skin attached to the adobe and a concrete floor. There are five interior rooms connected by open portals. A brick soldier course runs along the top parapet of the adobe walls. Casa Ronquillo is the only remaining structure of an original, hacienda style complex including a courtyard and stables for farm animals and horses. The structure continues to be surrounded by agricultural lands, currently used to produce cotton. It is walking distance from Los Portales Museum and Visitors Center and the Old County Jail, both owned by the County of El Paso, as well as the San Elizario Presidio Chapel and Veterans Placita. It is also walking distance from one of the oldest Main Streets in the United States, currently serving as an arts district for the public.

#### **Character Defining Features have been identified pursuant to this agreement:**

According to the 1980 Historical American Building Survey (HABS) files, Casa Ronquillo was “an adobe estancia in the Mexican Tradition” and originally consisted of twelve or more rooms in three wings with an interior courtyard surrounded by a portal. The magnificent adobe building was built around a courtyard and enclosed by a high wall. The complex originally had two wings and a stable.

Kathryn Weedman states that “despite the loss of two wings of the original house, *the remaining structure retains a high degree of physical integrity and is classified as an outstanding example of Spanish Colonial architecture with territorial style elements.*” (Quoted in David O. Brown, *Cultural Resources Survey in Socorro and San Elizario, El Paso County, Texas: Phase III, Architectural Studies*, EL Paso, TX 1994, p. 328.)

In their study of Hispanic architecture in Texas, Simons and Hoyt state Casa Ronquillo “was constructed in *Mexican Hacienda* tradition, with *elaborate viga ceilings while the complex was surrounded by a high adobe wall that separated the main house from the orchards and fields.* (Helen Simons and Cathryn A. Hoyt, eds., *Hispanic Texas: A Historical Guide*. Austin, TX 1992, p. 316)

#### **Significance**

Casa Ronquillo is a historical treasure of local and state significance. It also has national significance, as a contributing structure in the National Register Historic District. The building served as the palatial home of the first mayor of San Elizario, Jose Ignacio Ronquillo, during the Mexican Era in the 1830s. In the 1870s, the building was home to prominent businessman Charles Ellis, who was a central figure in the 1877 Salt War.

Also known as the Viceroy’s Palace and the Ellis Home, Casa Ronquillo is located in the central village setting of San Elizario, Texas, directly adjacent to agricultural lands. The building has a colorful history dating prior to the development of the United States, and has played an important role in the development of San Elizario, the first County Seat in the establishment of the state of Texas. The remains of the original structure lie on the edge of the San Elizario Lateral, known as the Acequia Madre, and the Escajada Acequia, about two hundred nineteen yards south of the village square. Casa Ronquillo faces the rear of the old San Elizario presidio site, which is now the location of the historic Presidio Chapel of San Elizario (Elceario)

Documentary evidence suggests that the building was originally constructed during the Mexican administration of the San Elizario presidio (1823-1847). In 1832 the heirs of Don Rafael Corona sold the land to Jose Ignacio Ronquillo. Ronquillo was a prominent man in the Paso del Norte area, serving as alcalde of San Elizario, prefect of El Paso del Norte, and Captain in command of the San Elizario Presidio in the 1830s. He purchased several tracts of land in the area and a house, which may be the present structure. Ronquillo's will of 1859, drafted a year before his death, gave a detailed description of the house and property. The estate was later known as the Viceroy's Palace, likely because of its substantial size and prominence.

In 1869 the land was purchased by Charles Ellis and his wife Teodora Alarcon de Ellis. Ellis was a wealthy merchant and political figure in San Elizario, Texas. He served as the County tax collector in 1866, the county treasurer in 1870 and sheriff in 1871. After acquiring the property he had a series of murals painted on the inside walls of the house. He was later killed by an angry mob during the Salt War of 1877, a conflict over the privatization of the vast salt beds in the east of the county. Following the Salt War, the house was ransacked and much of the property plundered.

### Existing Conditions

What is known as Casa Ronquillo has been subject to occasional trespassing and vandalism resulting from decades of abandonment and lack of occupancy.

- Roof: Deteriorating and damaged over time, subject to water leakage to the interior and general exposure to the elements.
  - All existing roof members (*vigas* and *latillas*) will be revised, repaired as needed, and refinished to maintain a sound roof system.
  - The existing roof-asphalt over mud and *canales*-will be repaired and modified to accommodate a new modified bitumen roof system to provide weathertight, water-tight conditions.
- Adobe: Badly in need of repair and re-plastering; subject to deterioration from lack of protection from moisture. All exterior walls show signs of movement, cracking, and separation. One of the five interior rooms also has severe adobe wall damage.
  - Restoration will focus on stabilizing the existing building structure both on the interior and exterior sides of the adobe walls and maintaining a weathertight, watertight envelope.
    - The plaster skin and chicken wire must be carefully removed in sections to expose the existing adobe which will determine the condition of existing adobe material. All walls will then be repaired or rebuilt to ensure a stable wall system.
  - Upon completion of all repairs and systems installation, a limestone plaster finish will be installed on both the inside and outside faces of the building.
- Windows: All windows and doors are missing, as well as the decorative wood trimming above the openings.
  - Remaining rough openings will be repaired and modified to accommodate new doors and windows.
  - All interior and exterior wood trim pieces will be removed, repaired, or replaced to match existing, followed by reinstallation.
- Grounds and Utilities: The house has no utilities and is surrounded by farmland and irrigation ditches.

Restoration work will include structural reinforcements, roof repair and restoration, wall treatments, period-style flooring installation, fenestration repairs, and glass installation, plumbing and electricity. Phase two of the Casa Ronquillo Restoration Project will include the installation of restrooms and a wifi/technology and equipment utility room, parking lot and access road, grading of the ponding area, and preparation for public use. New electrical and mechanical systems will be installed yet concealed as much as possible to maintain the historical aspects of the interior space.



Library of Congress



South Façade (Casa Ronquillo, San Elizario, TX)



North Façade (Casa Ronquillo, San Elizario, TX)



East Façade (Casa Ronquillo, San Elizario, TX)

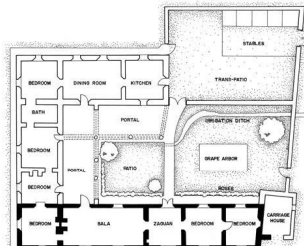
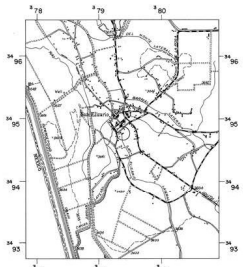
2021-0535



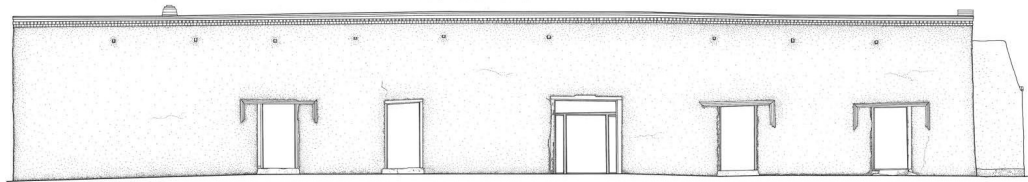
West Façade (Casa Ronquillo, San Elizario, TX)

2021-0535

# CASA RONQUILLO



SITE PLAN



NORTH ELEVATION

CASA RONQUILLO, POPULARLY KNOWN AS THE VICEROY'S PALACE, WAS THE HOME OF JOSE IGNACIO RONQUILLO, A PROMINENT CITIZEN OF SAN ELIZARIO, TEXAS IN THE 1830'S, SERVING SEVERAL TIMES AS ALCALDE, OR MAYOR. THE TITLE OF THE PROPERTY HAS BEEN TRADED TO BEFORE 1832 WHEN THE HEIRS OF DON RAPHAEL CORONA SOLD HIS HOUSE AND LANDS TO A CERTAIN GUTIERREZ FROM WHOM IT PASSED TO RONQUILLO. THE HOUSE ITSELF DATES FROM 1859 WHEN IT IS DESCRIBED IN RONQUILLO'S WILL, ALTHOUGH PART OR ALL OF IT MAY DATE FROM BEFORE 1832.

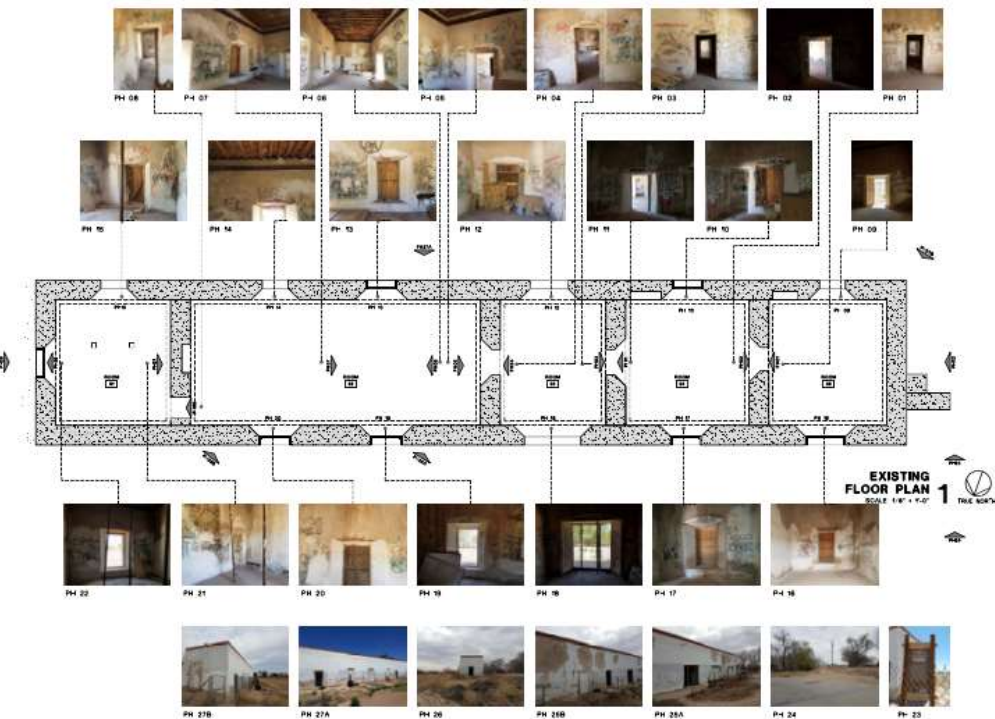
IN ITS ORIGINAL CONFIGURATION THIS HOUSE WAS OUTSTANDING AS AN FINE EXAMPLE OF AN ADOBE ESTANCIA (COUNTRY HOME) IN THE MEXICAN TRADITION. AS CONSTRUCTED, THE HOUSE CONTAINED TWELVE OR MORE ROOMS IN THREE WINGS WITH AN INTERIOR COURTYARD SURROUNDED BY A PORTAL. THE COMPLEX, SURROUNDED BY A HIGH ADOBE WALL, INCLUDED STABLES FOR FARM ANIMALS AND AN AREA FOR FARM MACHINERY. TO THE REAR LAY A SMALL THREE-ROOM HOUSE SEPARATING THE MAIN HOUSE FROM THE HUERTA, OR ORCHARD, AND THE CULTIVATED FIELDS BEYOND.

THE HOUSE IS BEST KNOWN AS THE HOME OF CHARLES E. ELLIS, A SAN ELIZARIO MERCHANT KILLED DURING THE SALT WAR OF 1877-78. MURALS WERE PAINTED ON THE CEILING CLOTHS AND WALLS OF THE HOUSE, PERHAPS DURING THE ELLIS OWNERSHIP. OF THESE THE BEST KNOWN WAS ON THE EAST WALL OF THE SALA AND DEPICTING TREES.

TODAY ONLY ONE WING WITH FIVE ROOMS REMAINS, STRIPPED OF ALL ITS DECORATIVE PAINTING AND MOST OF ITS WOODWORK. THE REMAINING ROOMS, CARRIAGE HOUSE, AND STABLES HAVE GIVEN WAY TO A COTTON FIELD. THE SCALE OF THE SURVIVING ROOMS, HOWEVER, SERVES AS A REMINDER OF THE STRUCTURE'S FORMER GRANDEUR.

THE DOCUMENTATION OF CASA RONQUILLO (RONQUILLO HOUSE) IN SAN ELIZARIO, TEXAS WAS UNDERTAKEN BY THE HISTORIC AMERICAN BUILDINGS SURVEY (HABS) OF THE HERITAGE CONSERVATION AND RECREATION SERVICE'S (HCERS) NATIONAL ARCHITECTURAL AND ENGINEERING RECORD (NAER) IN COOPERATION WITH THE WEST TEXAS COUNCIL OF GOVERNMENTS. UNDER THE DIRECTION OF JOHN POPPELIERS, CHIEF OF HABS, AND KENNETH L. ANDERSON, PRINCIPAL ARCHITECT, THE DOCUMENTATION WAS CONDUCTED BY PROJECT SUPERVISOR PAUL D. DOLINSKY (HABS WASHINGTON D.C. OFFICE), PROJECT HISTORIANS CHRISTINE SAUREL (COLUMBIA UNIVERSITY) AND CHRISTOPHER S. WITMER (THE PENNSYLVANIA STATE UNIVERSITY), ARCHITECTURAL FOREMAN DWIGHT H. BURNS (TEXAS TECH UNIVERSITY), ARCHITECTURAL TECHNICIANS ANN LOUISE BARR (UNIVERSITY OF ARIZONA), BARRY LEE GILL (NORTH DAKOTA STATE UNIVERSITY), THOMAS M. HOCKER (THE CATHOLIC UNIVERSITY OF AMERICA), AND SANDRA L. SHERRILL (AUBURN UNIVERSITY), AND ARCHITECTURAL PHOTOGRAPHER DAVID J. KAMINSKY. THIS PROJECT WAS COMPLETED IN THE HABS FIELD OFFICE IN EL PASO, TEXAS DURING THE SUMMER OF 1980.

CASA RONQUILLO  
EL PASO COUNTY  
SAN ELIZARIO  
E. BLOODE BE. OF SAN ELIZARIO PLAZA  
HABS TEXAS  
15 37820 244790  
1" = 1,000 FEET  
METERS 1:4000



**CD**  
**DA**  
**RESTORATION OF**  
**CASA RONQUILLO**  
HISTORIC DISTRICT SAN ELIZARIO, TX

NOT FOR CONSTRUCTION

DATE: 10/1/2021  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

**A2.1**  
FLOOR PLAN AND ELEVATIONS

# EXHIBIT C

## **TEXAS PRESERVATION TRUST FUND**

### **ATTACHMENT PROJECT OVERVIEW**

#### **A. EXPANDED, UPDATED SCOPE OF**

#### **WORK -SEPTEMBER 21, 2020**

**Project Name:** Casa Ronquillo

**Location:** San Elizario, TX (El Paso County)

The Casa Ronquillo restoration project involves acquisition of adjacent land for the purpose of site access, followed by comprehensive restoration of the physical integrity of the building. Restoration will include structural reinforcements, roof repair and restoration, wall treatments, period-style flooring installation, fenestration repairs and glass installation, plumbing and electricity, and other work as needed to restore the remainder of the original building to its former glory. Internet, technology, and security are additional amenities to be installed in preparing the site and grounds for cultural tourism related events open to the public. Grant-funded renovations will cover doors and windows, electrical, flooring, and roof. Grant expansion and match will assist with costs associated with adobe restoration (thermal and moisture protection), masonry, wood, and other materials as needed, including finishes.

#### **DETAILED SCOPE OF WORK**

The full restoration of Casa Ronquillo represents an ambitious and complex undertaking that will extend several months beyond the TPTF deadline of January 1, 2021. This restoration project has therefore been divided into two principal phases, and a portion of the first phase has been scoped out in such a way as to produce measurable, achievable outcomes by the aforementioned deadline. It is this first phase of the restoration project which comprises the exclusive focus of this TPTF application.

The existing house is approximately 2000 sq. ft. constructed of adobe walls with a wood *viga* roof. All existing walls have a plaster with chicken wire skin attached to the adobe and a concrete floor. There are five interior rooms connected by interior open portals with one room having severe adobe wall damage. The building has all windows and doors missing as well as the decorative wood trimming above the openings. A brick soldier course runs along the top parapet of the adobe walls. All exterior walls show signs of movement, cracking, and separation. The house has no utilities and is surrounded by farmland and irrigation ditches.

Construction Scope of Work for Phase I: shall be to renovate the existing Casa Ronquillo House using renovation materials and methods to closely resemble construction during this historical time period. Renovation will focus on stabilizing the existing building structure both on the interior and exterior sides of the adobe walls and maintaining a weathertight, watertight envelope. The plaster skin and chicken wire will carefully be removed in sections to expose the existing adobe which will determine the condition of existing adobe material. All walls will then be repaired or rebuilt to insure a stable wall system. All existing roof members (*Vigas* and *Latillas*) will be revised, repaired as needed, and refinished to maintain a sound roof system. All window and doors are missing with remaining rough openings to be repaired and modified to accommodate new doors and windows. The existing roof (asphalt roof over mud and *canales*) will be repaired and modified to accommodate a new modified bitumen roof system to provide weathertight, water-tight conditions. New electrical and mechanical systems will be installed yet concealed as much as possible to maintain the historical aspects of the interior space. All interior and exterior wood trim pieces will be removed, repaired or replaced to match existing and re-installed. Finally, after all repairs and systems are installed, a limestone plaster finish will be installed on both the inside and outside faces of the building.

All grading, parking lot pavement, sidewalks and site utilities will be constructed under Phase 11 of this project.

## **PROJECT PERSONNEL**

### **Administrative Team:**

**Jose Landeros** (Director of Planning, Interim Director, El Paso County Economic Development): Mr. Landeros will be principally responsible for overseeing all contracts that the County enters into in connection with this project.

**Valerie Venecia** (Heritage Tourism Coordinator, El Paso County Economic Development): Ms. Venecia will coordinate closely with the other partner organizations involved in the project, and will prepare reports and project updates for THC review. She will be the main point of contact for THC/TPTF officials.

**Melina Banuelos, P.E.** (Civil Engineer, El Paso County Public Works): As project manager, Ms. Banuelos shall act as the Owner's agent throughout the duration of the project and shall communicate with the design team and contractor, unless otherwise directed by the Court.

### **Design and Technical Team:**

**Steve Franco, AAIA, CNU-a** (Architects, Carl Daniel Architects(CDA)): Mr. Franco will serve as the project manager and coordinate all aspects of life safety, design, construction documents, bidding, and field observation during the construction process.

**David Holguin, AAIA** (Historical Consultant, Carl Daniel Architects): Mr. Holguin will assist CDA in the historical requirements and construction methods required for this project. He will also assist in field observation as well.

**Ruben Ponce, Jr., P.E., SECB** (Ponce Engineering, Inc.): Mr. Ponce is a consulting structural engineer providing design criteria for shoring the existing ceiling and damaged roof structure (Vigas and Latillas) as well as detailing the restoration of the adobe walls.

**Jose A. Bernal, P.E.** (Fluid Systems, Inc.): Mr. Bernal is the consulting mechanical engineer and provide design criteria for the installation of heating and cooling for the building.

**Phillip N. Robinet, P.E.** (Robinet Electrical Engineering, Inc.): Mr. Robinet is the consulting electrical engineer and will provide all electrical designs including new outlets, interior lighting, and power to new mechanical heating and cooling systems.

### **PARTNER ORGANIZATIONS**

**El Paso County Historical Commission:** Our County Historical Commission will provide valuable input needed to develop the restored Casa Ronquillo building as a focal point for heritage tourism. Renowned for their research capability, the Commission's Architectural Preservation and Historical Markers Committees will research and develop historical background that will aid in completing the portrait of Casa Ronquillo's origins during the Mexican Era. The Commission's Markers Committee will also initiate the process of producing a THC-compliant historical marker to be installed at the historic site. Additionally, the Historical Commission will guide staff in the procurement of period furnishings in establishing Casa Ronquillo as a "heritage home" site, aiding visitors and residents in interpretation.

**City of San Elizario:** Recognizing that a fully restored Casa Ronquillo could become a centerpiece of San Elizario's historic district, San Elizario's City Council is supporting the restoration project with ancillary community betterment projects that will improve the accessibility and attractiveness of this historic site. Among other things, the City will soon be constructing a 0.7-mile recreational trail

that will pass right by Casa Ronquillo. (See details below, under "Special Considerations.")

**San Elizario Genealogical and Historical Society:** SEGHS is responsible for staffing and managing the 'Los Portales' Historical Museum which is situated scarcely 500 feet from the site of Casa Ronquillo. In all likelihood SEGHS will play an important role in researching and developing historical materials related to Casa Ronquillo. As a County-funded historical organization, SEGHS may also play a role in staffing and managing the Casa Ronquillo facility once restoration is completed.

## **ENDANGERMENT ISSUES**

The unoccupied remaining structure known as Casa Ronquillo has been abandoned for decades, and has been subject to occasional trespassing and vandalism. The walls of the building are badly in need of repair, and roof conditions are deteriorating, thus exposing the building's interior to further damage from the elements. Without necessary plumbing and electrical updates, the building is uninhabitable and will continue to deteriorate -- likely ending in eventual demolition.

The proposed project will restore or recreate the former grandeur of Casa Ronquillo, making the building suitable for use as a museum/visitor center. As such, Casa Ronquillo will become a focal point for heritage tourism along the County's nine-mile Historic Mission Trail.

## **SIGNIFICANCE OF CASA RONQUILLO**

Casa Ronquillo is a historical treasure of local and state significance. As a contributing structure in the National Historic District, it is also of national significance. The building served as the palatial home of the first mayor of San Elizario, Jose Ignacio Ronquillo, during the Mexican Era in the 1830s. In the 1870s, the building was home to prominent businessman Charles Ellis, who was a central figure in the 1877 Salt War.

Casa Ronquillo, also known as the Viceroy's Palace and the Ellis Home, is located in the central village setting of San Elizario, Texas, adjacent to agricultural lands. The building has a colorful history dating back the Mexican Era and has played an important role in the development of San Elizario. The remains lie on the edge of the San Elizario Lateral (or the *Acequia Madre*) and

the Escajeda Acequia, about two hundred nineteen yards south of the village square. Casa Ronquillo faces the rear of the old San Elizario presidio site, which is now the location of the San Elizario Church.

Documentary evidence suggests that the building was originally constructed during the Mexican administration of the San Elizario presidio (1823-1847). In 1832 the heirs of Don Rafael Corona sold the land to Jose Ignacio Ronquillo. Ronquillo was a prominent man in the El Paso del Norte area, serving as *alcalde* of San Elizario, Prefect of El Paso del Norte, and Captain in command of the San Elizario Presidio in the 1830s. He purchased several tracts of land in the area and a house, which may be the present structure. Ronquillo's will of 1859, drafted a year before his death, gave a detailed description of the house and property. The estate was later known as the Viceroy's Palace, probably because of its substantial size and prominence.

In 1869 the land was purchased by Charles Ellis and his wife Teodora Alarcon de Ellis. Ellis was a wealthy merchant and political figure in San Elizario, Texas; he served as the county tax collector in 1866, the county treasurer in 1870 and sheriff in 1871. After acquiring the property he had a series of murals painted on the inside walls of the house. He was later killed by an angry mob during the Salt War of 1877, a conflict over the privatization of the vast salt beds in the east of the county. Following the Salt War, the house was ransacked and much of the property plundered.

According to the 1980 Historical American Building Survey (HABS) files, the house was "an adobe Estancia in the Mexican Tradition" and originally consisted of twelve or more rooms in three wings with an interior courtyard surrounded by a portal. The magnificent adobe building was built around a courtyard and enclosed by a high wall. The complex originally had two wings and a stable.

In their study of Hispanic architecture in Texas, Simons and Hoyt state "that it was constructed in Mexican Hacienda tradition, with elaborate viga ceilings while the complex was surrounded by a high adobe wall that separated the main house from the orchards and fields. (Helen Simons and Cathryn A. Hoyt, eds., *Hispanic Texas: A Historical Guide*. Austin, TX 1992, p. 316) Kathryn Weedman states that "despite the loss of two wings of the original house, *the remaining structure retains a high degree of physical integrity and is classified as an outstanding example of Spanish Colonial architecture with territorial style elements.*" (Quoted in David O. Brown, *Cultural Resources Survey in Socorro and San Elizario, El Paso Coun(y, Texas: Phase III Architectural Studies*. El Paso, TX 1994, p. 328.)

## **PROJECT VIABILITY**

The El Paso County Commissioners Court is committed to developing a project to restore Casa Ronquillo to its former glory. The Court has directed relevant County departments (Public Works, Economic Development, and the County Historical Commission) to coordinate efforts to undertake this project. The Public Works Dept. has commissioned an architectural restoration feasibility study for Casa Ronquillo, the findings and conclusions of which are a central part of this application. Additionally, Commissioners Court has appropriated necessary funding up to \$300,000 for this fiscal year, specifically to undertake historic restoration projects such as this. The plan is to make this an annual appropriation out of the County's HOT funds.

Since the proposed Casa Ronquillo restoration work would take place during at least two fiscal years, we anticipate the County will be fully capable of bearing the bulk of the restoration costs that are estimated in this application. This TPTF grant request, however, will free up scarce County funds to devote to other important historic preservation projects in the County.

## **SPECIAL CONSIDERATIONS**

Casa Ronquillo is a historic treasure of Far West Texas near the Mexican border. The El Paso County Economic Development, with the full support of Commissioners Court, is committed to restoring the historic treasures of the County's nine-mile Historic Mission Trail. This includes San Elizario's historic district where Casa Ronquillo is situated. In 2014, The County completed restoration of the ca. 1850 county jail (now a museum) which Billy the Kid had broken into in 1876 to liberate his friend Melquiades Segura. Since 2013, the County has also been implementing a historic facade restoration grant program along the Mission Trail, which to date has involved six private properties in San Elizario and nearby Socorro. Casa Ronquillo is close to the original restored county jail, and also very close to the historic Presidio Chapel of San Elceario in the center of San Elizario.

Restoration of Casa Ronquillo has been a County priority for several years, but only recently has the County been able to commit major funding to make this project happen. Please consider the following Special Considerations that are relevant to the Casa Ronquillo project:

## 1. Quality of Life Improvements in San Elizario

For its part, the City of San Elizario, where Casa Ronquillo is situated, has embarked on an ambitious program of community development initiatives that promise to turn the community into a lively center of heritage tourism opportunities.

In May of 2017 the City was awarded a \$184,000 grant from the Texas Parks and Wildlife Department to construct a bicycle/pedestrian trail to be known as the "San Elizario Historic Circuit Trail." This circuit trail will pass right by Casa Ronquillo, and the trail project budget includes funds to erect a historical interpretation kiosk near the building site as an added trail amenity. When completed, the new trail will wind through San Elizario's historic central business district, pass by Casa Ronquillo, and continue onward to a community park which is currently under renovation with a separate TPWD grant already awarded. Because it will pass right by Casa Ronquillo, the recreational trail will serve as a valuable and attractive contributing amenity enhancing the tourist draw of Casa Ronquillo itself.

With the help of yet another, smaller grant awarded in May by the People for Bikes program, San Elizario will be installing 10-12 decorative bike racks that will be designed to complement the historic character of the community. At least one of these bike racks will be installed near the Casa Ronquillo site on the aforementioned trail. Once installed, passing bicyclists will be able to safely park their bikes and take in the pleasures of a fully restored Casa Ronquillo historic site.

The City of San Elizario's ambitious program of community betterment projects is guided by a compelling Community Vision statement which places historic preservation at the very top of its agenda. This vision statement is central to San Elizario's comprehensive plan adopted in 2015:

*"Our vision for the future is one which aims to preserve and protect the community's priceless historic and agricultural resources and basic community character while at the same time seizing opportunities for sustainable economic growth consistent with that character. The city's policies in furtherance of this vision shall strive to achieve sustainable development that improves the quality of life of its citizens."*

The County's Casa Ronquillo is an integral part of San Elizario's vision for the future. But a vibrant setting for heritage tourism depends not only on preserving our historic treasures; it also depends on cultivating and enhancing

*quality of life* in the communities where these treasures are located. The quality of life improvements described above will help make San Elizario a more attractive destination for heritage tourism.

## **2. Casa Ronquillo Site Access**

The County acquired right-of-use over an approximately 230-foot segment of an irrigation canal known as the San Elizario Ditch that runs from the corner of Alarcon and Paseo del Convento Roads and approximately 100 feet along the canal parallel to Paseo del Convento. These segments of the open canal would be channeled to underground culverts to create the drivable accessible path (at County cost). This option is seen as the most feasible and expedient one, since it involves a cooperative agreement between two closely linked units of local government (the County and the El Paso County Water Improvement District Number One). This option incurred costs on the order of approximately \$64,125 for site access.

Safe and secure access for vehicles, machinery and workers will be a County priority before restoration work on Casa Ronquillo begins. The County of El Paso reserves the right to acquire the needed property through eminent domain proceedings if the need arises.

## **3. Future Use and Purpose of Casa Ronquillo**

Once Casa Ronquillo has been fully restored, the County of El Paso plans to open and operate the building so that it will serve as a prominent museum and visitor center in the community. Indeed, Casa Ronquillo restoration represents a critical step towards fulfilling the County's heritage tourism objectives for the nine-mile Historic Mission Trail. The County has funded similar museum/visitor center operations on a continuing basis over many years, utilizing County Hotel Occupancy Tax revenue for this purpose. It is anticipated that this would be the funding source for Casa Ronquillo's operating expenses as well.

