

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ACCESS & DRAINAGE EASEMENT AGREEMENT

This Access & Drainage Easement Agreement (the "**Agreement**") is executed this ____ day of _____, 2021 (the "**Effective Date**") by and between PELLICANO 121 DEVELOPMENT, LLC, a Texas limited liability company, whose address is 3737 Gateway Blvd. West El Paso, Texas 79903 ("**Grantor**") and THE COUNTY OF EL PASO, TEXAS, (also known as El Paso County Texas) a political subdivision of the State of Texas, whose address is 500 E. San Antonio, Ste. 301, El Paso, Texas 79901 ("**Grantee**") (Grantor and Grantee are individually referred to as a "**Party**" and collectively referred to as the "**Parties**").

RECITALS

A. Grantor owns real property located in El Paso County, Texas, being more particularly described in Exhibit "A" which is attached to and incorporated into this Agreement (the "**Grantor Tract**").

B. Grantee owns real property consisting of a 5.939 acre tract located in El Paso County, Texas and is more particularly described in Exhibit "B" attached and incorporated into this Agreement (the "**Grantee Tract**") which will be used as a drainage pond (the "**Drainage Pond**") to accept the historical storm water runoff produced from the existing right-of-way for Pellicano Drive and developed storm water runoff produced from Pellicano Drive and rights-of-way as a result of the development and the construction of improvements by Grantee to Pellicano Drive (collectively, "**Storm Water Drainage**").

C. Grantee has requested that Grantor grant Grantee an Access Easement (as defined in this Agreement) and a Drainage Easement (as defined in this Agreement) in the area more particularly described on Exhibit "C" attached and incorporated to this Agreement. The Access Easement and the Drainage Easement are intended to provide Grantee ingress and egress across the Grantor Tract to the Grantee Tract and a drainage easement for Grantee to construct certain drainage infrastructure in relation to the Drainage Pond to be constructed on the Grantee Tract.

D. Grantor and Grantee entered into that certain Real Estate Sales Contract – Access and Drainage Easement (the "**Purchase Contract**") for the purchase and sale of the Access Easement and Drainage Easement

E. Pursuant to the Purchase Contract, Grantor is willing to grant Grantee the Access Easement and Drainage Easement pursuant to the terms of this Agreement and the Purchase Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. Access & Utility Easement.

1.1 Access Easement Grant to Grantee. Grantor hereby grants, sells and conveys to Grantee, a continuous, uninterrupted, non-exclusive, perpetual access easement for ingress and egress over,

upon and across the Grantor Tract in the area more particularly described on Exhibit "C" (the "**Access Easement**").

1.2 Drainage Easement Grant to Grantee. Grantor hereby grants, sells and conveys to Grantee, a continuous, uninterrupted, non-exclusive, perpetual drainage easement for the installation, maintenance, repair and replacement of certain drainage infrastructure (the "**Drainage Facilities**") over, upon and across the Grantor Tract in the area more particularly described on Exhibit "C" in relation to and to serve for the collection of Storm Water Drainage into the Drainage Pond which will be constructed on the Grantee Tract (the "**Drainage Easement**").

1.3 Easement Area. The area of the Access Easement and Drainage Easement shall collectively be the "**Easement Area**".

1.4 Purpose of Access Easement Grant. The Access Easement created by this Agreement shall be used by Grantee only for ingress and egress by pedestrians or vehicles across the Grantor Tract to and from the Grantee Tract and for no other purpose. However, during the period of Grantee's development and construction of the Drainage Pond and the Drainage Facilities, Grantee and its agents and contractors may also use the Access Easement for ingress and egress for construction vehicles, equipment and machinery related to the development and construction activities. Notwithstanding the foregoing, Grantee shall not have the right to store any construction equipment, machinery or materials on the Grantor Tract without written permission of Grantor. Grantee shall repair any damage to the Access Easement caused by the construction vehicles, equipment and machinery.

1.5 Purpose of Drainage Easement Grant. The Drainage Easement shall be used by Grantee only for the installation, maintenance, repair and replacement of the Drainage Facilities for the collection of Storm Water Drainage into the Drainage Pond on the Grantee Tract and for no other purpose.

1.6 Effect of Grant/Easement to Run With the Land. The Parties agree and declare that the Grantor Tract shall be held, transferred, improved, sold, conveyed, used and occupied subject to the Access Easement and Drainage Easement granted in this Agreement. The Easement and Drainage easements shall be covenants running with and binding the Grantor Tract, and binding upon and enforceable against the Parties and their respective successors and assigns in title, including, without limitation, any and all subsequent owners of the Grantor Tract or any portions thereof., Each and all individuals and entities by their acceptance of title to any portion of the Grantor Tract burdened by the Access Easement and Drainage Easement shall agree and covenant to abide by and perform the provisions and agreements contained in this Agreement.

2. Barriers. No Party shall construct or place any fences, barriers or other obstacles which would prevent or obstruct the passage of pedestrian or vehicular travel within the Access Easement or which would impair the drainage of Storm Water Drainage or the Drainage Facilities within the Drainage Easement.

3. Use of Easements. Grantee may authorize its employees, agents, and contractors to use the Access Easement and Drainage Easement without charge of any fees.

4. Maintenance. Grantee shall maintain the Easement Area in a first class condition and repair any damage to the Easement Area.

5. Insurance. During periods when Grantee enters the Easement Area on the Grantor Tract Grantee shall be responsible for maintaining commercial general liability insurance on the Easement Area to include and cover any loss, claim, damage, expense or liability which may arise from or in connection with the use of the Easement Area by Grantee, its contractors, employees or agents, including, without limitation,

coverage for all claims, expenses, liabilities, losses, damages and costs, (including reasonable attorneys' fees) and any actions or proceedings arising from, due to or as a result of the death of any person or any accident, injury, loss or property damage. The insurance will have a per occurrence limitation of not less than One Million and No/100ths Dollars (\$1,000,000.00) and in the general aggregate of not less than Two Million and No/100ths Dollars (\$2,000,000.00), and will name Grantor as an additional insured, and will contain an endorsement waiving rights of subrogation afforded by the policy. At the request of Grantor, Grantee shall furnish to Grantor a certificate evidencing the coverage required in this paragraph, stating that the required insurance is in full force and effect, that the premiums have been paid, that Grantor has been named an additional insured, and that such insurance may not be cancelled or materially modified without at least 30 days' prior written notice to Grantor. Grantee may meet the requirements of this paragraph through self-insurance and providing written evidence to the Grantor.

6. Indemnity. TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS AND EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY OR ITS AGENTS, EMPLOYEES, CONTRACTORS, OR INVITEES, GRANTEE SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS GRANTOR AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE PARTNERS, DIRECTORS, STOCKHOLDERS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS (COLLECTIVELY, THE ("INDEMNITEES")) FROM AND AGAINST ANY AND ALL LAWSUITS, CLAIMS, ACTIONS, INJURIES, DAMAGES, LOSSES, FINES, PENALTIES, SANCTIONS, DEFICIENCIES, JUDGMENTS, AWARDS, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES, DISBURSEMENTS, AND COSTS OF ATTORNEYS, ACCOUNTANTS, EXPERTS AND INVESTIGATORS), SETTLEMENT PAYMENTS, LIABILITIES AND OTHER OBLIGATIONS, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGES AND BODILY OR PERSONAL INJURIES, ILLNESSES AND DEATHS TO THE EXTENT ARISING FROM, RELATING TO OR ASSOCIATED WITH ANY ACTIONS OR OMISSIONS OF GRANTEE OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, IN ITS USE OF THE ACCESS EASEMENT AND/OR DRAINAGE EASEMENT GRANTED HEREIN. NO SPECIAL TAX, OR INTEREST OR SINKING FUND HAS BEEN ESTABLISHED BY GRANTEE IN CONNECTION WITH THIS AGREEMENT. GRANTEE DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITIES OR RIGHTS IT MAY HAVE UNDER THE TEXAS CONSTITUTION, OR STATUTORY OR COMMON LAW.

7. Parking Rights. The Parties do not intend by this Agreement to create any parking easements or parking rights in the Access Easement or Drainage Easement.

8. Existing Matters of Record. This Agreement is made and accepted subject to any and all restrictions, reservations, covenants, conditions, easements, and other matters, if any, relating to the Grantor Tract and to all laws, regulations, and ordinances of municipal and/or other governmental authorities.

9. As Is. THE ACCESS EASEMENT AND DRAINAGE EASEMENT IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE PURCHASE PRICE UNDER THE PURCHASE CONTRACT REFLECTS SUCH CONDITION. THE PURCHASE PRICE AND THE TERMS AND CONDITIONS SET FORTH IN THE PURCHASE CONTRACT ARE THE RESULT OF ARM'S-LENGTH BARGAINING BETWEEN PERSONS OR ENTITIES FAMILIAR WITH TRANSACTIONS OF THIS KIND, AND

THE PURCHASE PRICE, TERMS AND CONDITIONS REFLECT THE FACT THAT GRANTEE IS NOT RELYING UPON, ANY INFORMATION OR DOCUMENTS PROVIDED BY GRANTOR OR BROKERS OR STATEMENTS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE BY OR ENFORCEABLE DIRECTLY AGAINST GRANTOR OR BROKERS. THE SALE OF THE ACCESS EASEMENT AND DRAINAGE EASEMENT IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION OF (OR LACK THEREOF) WITH RESPECT TO: (I) THE CONDITION OF THE ACCESS EASEMENT AND DRAINAGE EASEMENT OR ANY ASPECT OF THE ACCESS EASEMENT AND DRAINAGE EASEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE ACCESS EASEMENT AND DRAINAGE EASEMENT OR WHICH AFFECT THE ACCESS EASEMENT AND DRAINAGE EASEMENT; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE ACCESS EASEMENT AND DRAINAGE EASEMENT; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE ACCESS EASEMENT AND DRAINAGE EASEMENT; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE OF, PRESENTLY OR LATER AFFECTING IN ANY MANNER ANY OF THE ACCESS EASEMENT AND DRAINAGE EASEMENT; AND (IV) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR . GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE ACCESS EASEMENT AND DRAINAGE EASEMENT AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE ACCESS EASEMENT AND DRAINAGE EASEMENT FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS. AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING OF THE PURCHASE CONTRACT. ONCE CLOSING UNDER THE PURCHASE CONTRACT HAS OCCURRED, TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE ACCESS EASEMENT AND DRAINAGE EASEMENT, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE ACCESS EASEMENT AND DRAINAGE EASEMENT ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES. TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE ACCESS EASEMENT AND DRAINAGE EASEMENT ARISING AS THE RESULT OF THEORIES

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KK-21-0496 Easement Agreement

OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE ACCESS EASEMENT AND DRAINAGE EASEMENT. TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE ACCESS EASEMENT AND DRAINAGE EASEMENT. GRANTEE HAS NOT ESTABLISHED ANY INTEREST OR SINKING FUND IN CONNECTION WITH ANY OBLIGATIONS ESTABLISHED IN THIS AGREEMENT. GRANTEE DOES NOT WAIVE ANY IMMUNITIES IT MAY HAVE UNDER STATUTORY OR COMMON LAW

10. General Provisions.

10.1 Waiver. Any waiver as to any of the terms or conditions of this Agreement shall not operate as a future waiver of the same terms and conditions or prevent the future enforcement of any of the terms and conditions.

10.2 No Merger/Modification/Termination. No future merger of title in any successors or assigns shall operate to terminate the Access Easement or Utility Easement created in this Agreement. The provisions of this Agreement may be modified from time to time or terminated at any time by the written agreement of all of the then record owner(s) of the Grantor Tract and Grantee Tract.

10.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns in title to the Grantor Tract and Grantee Tract.

10.4 Governing Law. This Agreement, and all rights and obligations created hereby, shall be determined and governed by the laws of the State of Texas and venue shall be in El Paso County, Texas.

10.5 Entire Understanding. This Agreement embodies the entire understanding and agreement between the parties concerning the subject matter, and supersedes any and all prior negotiations, understandings, or agreements in regard thereto.

10.6 Severability. The provisions of this Agreement are intended to be severable. If any provision hereof shall be invalid, illegal, or unenforceable, the other provisions shall in no way be impaired.

10.7 Attorneys' Fees. Should any litigation or arbitration be commenced between the Owners arising out of this Agreement or the transactions contemplated in this Agreement, each party shall bear its own costs for attorneys' fees..

10.8 Execution in Counterpart. This Agreement may be executed in several counterparts, and delivered by e-mail or facsimile, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages and this Agreement may be executed by the affixing of the signature pages and all such counterpart signature pages shall be read as though part of a single document, and they shall have the same force and effect as though all the signers had signed a single signature page.

10.9 Headings. Paragraph or other headings contained in this Agreement are for reference purposes only, and are not intended to affect in any way the meaning or interpretation of this Agreement.

[SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]

Executed to be effective as of the Effective Date.

GRANTOR:

PELLICANO 121 DEVELOPMENT, LLC,
a Texas limited liability company

By: _____

Name: Ronald Christopher Malooly, Sr.

Title: Authorized Signatory

STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me this ____ day of _____, 2021, by Ronald Christopher Malooly, Sr., Authorized Signatory of Pellicano 121 Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public in and for State of Texas

Print name of notary

My Commission Expires: _____

[SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]

The El Paso County Commissioners Court, sitting as the governing body of the County of El Paso Texas, a body politic and politic subdivision of the State of Texas, at regular meeting with a quorum present, on the _____ day of _____, 2021 voted to authorize the County Judge to ACCEPT this DRAINAGE AND ACCESS EASEMENT AGREEMENT on behalf of the County of El Paso, Texas as GRANTEE.

GRANTEE:

THE COUNTY OF EL PASO, TEXAS,
a political subdivision of the State of Texas

By: _____
Name: Ricardo A. Samaniego
Title: El Paso County Judge

THE STATE OF TEXAS	§	
	§	ACKNOWLEDGMENT
COUNTY OF EL PASO	§	

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the _____ of the _____; that he was authorized to execute such instrument pursuant to resolution of the _____ adopted on _____, 2021; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed in the instrument.

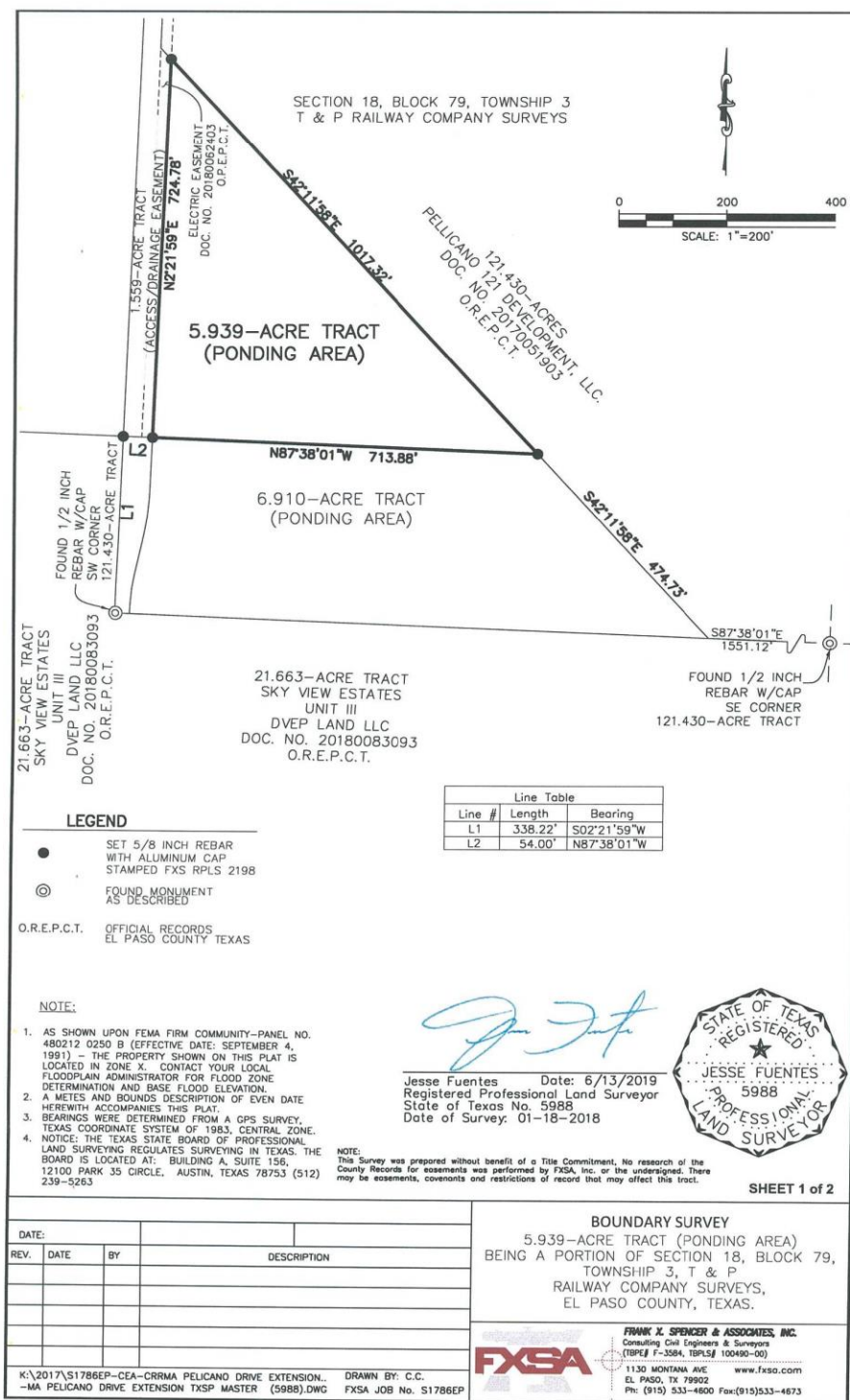
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2021.

Notary Public, State of Texas

Exhibit "A"
Grantor Tract

ATTACHED SEPARATELY

Exhibit "B" **Grantee Tract**



{11041.58/JRHO/06829055.1}
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**5.939-ACRE TRACT (PONDING AREA)
METES & BOUNDS DESCRIPTION**

Field notes of a 5.939-acre tract of land, being part of a 121.430-acre tract of land conveyed to Pellicano 121 Development LLC by Special Warranty Deed with Vendor's Lien recorded in Document No. 20170051903 of the Official Records of El Paso County, Texas; and being a portion of Section 18, Block 79, Township 3 of the T & P Railway Company Surveys; said 5.939-acre tract of land is more particularly described by metes and bounds as follows;

Beginning at a 5/8-inch diameter rebar with aluminum cap stamped "FXS RPLS 2198" (herein referred to as "with cap") set at the northwest corner of a 6.910-acre tract of land just surveyed and at the southeast corner of a 20-ft. Easement described in Easement recorded in Document No. 20180062403 of the Official Records of El Paso County, Texas; for the southwest corner of this tract; whence a 1/2-inch diameter rebar with cap found at the southwest corner of said 121.430-acre tract bears North 87° 38' 01" West, a distance of 54.00 feet and South 02° 21' 59" West, a distance of 338.22 feet;

Thence North 02° 21' 59" East along the east line of said 20-ft. Easement, a distance of 724.78 feet to a 5/8-inch diameter rebar with cap set for the north corner of this tract;

Thence South 42° 11' 58" East, a distance of 1017.32 feet to a 5/8-inch diameter rebar with cap set at an angle corner of said 6.910-acre tract, for the southeast corner of this tract; whence a 1/2-inch diameter rebar with cap found at the southeast corner of said 121.430-acre tract bears South 42° 11' 58" East, a distance of 474.73 feet and South 87° 38' 01" East, a distance of 1551.12 feet;

Thence North 87° 38' 01" West along the north line of said 6.910-acre tract, a distance of 713.88 feet to the point of beginning, containing 5.939 acres of land, more or less, subject to all easements of record.




Jesse Fuentes Date: 6/13/2019
Registered Professional Land Surveyor
State of Texas No. 5988
Date of Survey: 01-18-2018



NOTE:
This Survey was prepared without benefit of a Title Commitment. No research of the County Records for easements was performed by FXSA, Inc. or the undersigned. There may be easements, covenants and restrictions of record that may affect this tract.

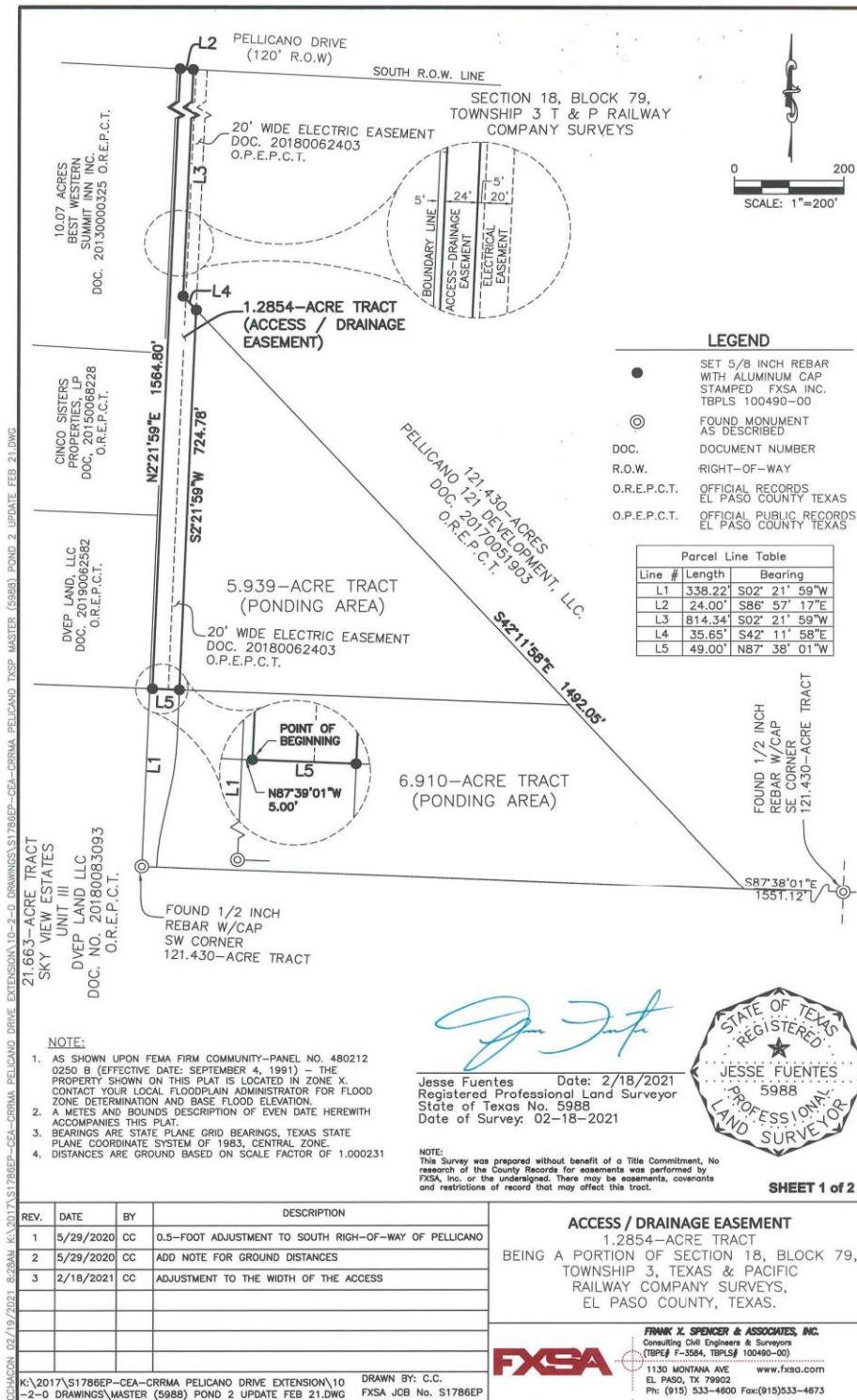
SHEET 2 of 2

BOUNDARY SURVEY		
5.939-ACRE TRACT (PONDING AREA)		
BEING A PORTION OF SECTION 18, BLOCK 79,		
TOWNSHIP 3, T & P		
RAILWAY COMPANY SURVEYS,		
EL PASO COUNTY, TEXAS.		
DATE	BY	DESCRIPTION
K:\2017\S1786EP-CEA-CRRMA PELICANO DRIVE EXTENSION.. DRAWN BY: C.C. -MA PELICANO DRIVE EXTENSION TXSP MASTER (5988).DWG FXSA JOB No. S1786EP		



FRANK X. SPENCER & ASSOCIATES, INC.
Consulting Civil Engineers & Surveyors
(TBPE# F-3584, TBPLS# 100490-00)
1130 MONTANA AVE www.fxsa.com
EL PASO, TX 79902
Ph: (915) 533-4600 Fax: (915) 533-4673

Exhibit "C" **Access Easement and Utility Easement**



**1.2854-ACRE TRACT
(ACCESS/DRAINAGE EASEMENT)
METES & BOUNDS DESCRIPTION**

Field notes of a 1.2854-acre tract of land, being part of a 121.430-acre tract of land conveyed to Pellicano 121 Development LLC by Special Warranty Deed with Vendor's Lien recorded in Document No. 20170051903 of the Official Records of El Paso County, Texas; and being a portion of Section 18, Block 79, Township 3 of the Texas and Pacific Railway Company Surveys; said 1.2854-acre tract of land is more particularly described by metes and bounds as follows;

Beginning at a 5/8-inch diameter rebar with aluminum cap stamped "FXSA INC. TBPLS 100490-00" (herein referred to as "with cap") set for the southwest corner of this tract; whence a 1/2-inch diameter rebar with cap found at the southwest corner of said 121.430-acre tract bears N 87° 38' 01" W a distance of 5.00 and South 02° 21' 59" West, a distance of 338.22 feet;

Thence, North 02° 21' 59" East, a distance of 1564.80 feet to a 5/8-inch diameter rebar with cap set on the south right-of-way line of Pellicano Drive for the northwest corner of this tract;

Thence, following the south right-of-way line of Pellicano Drive, South 86° 57' 17" East, a distance of 24.00 feet to a 5/8-inch diameter rebar with cap set for the northeast corner of this tract;

Thence, leaving the south right-of-way of Pellicano Drive and following a line being parallel and 5.00 feet west of the west boundary of the 20 feet wide easement described in Document No. 20180062403 of the Official Public Records of El Paso County, Texas, South 02° 21' 59" West, a distance of 814.34 feet to a 5/8-inch diameter rebar with cap set for an interior corner of this tract;

Thence, South 42° 11' 58" East, a distance of 35.65 feet to a 5/8-inch diameter rebar with cap set on the east line of said 20 feet wide easement and at the north corner of a 5.939-acre ponding area for an angle corner of this tract; whence a 1/2-inch diameter rebar with cap found at the southeast corner of said 121.430-acre tract bears South 42° 11' 58" East, a distance of 1492.05 feet and South 87° 38' 01" East, a distance of 1551.12 feet;

Thence, following the west line of said 5.939-acre ponding area and the east boundary of said 20 feet wide easement, South 02° 21' 59" West, a distance of 724.78 feet to a 5/8-inch diameter rebar with cap set at the southwest corner of said 5.939-acre ponding area, the northwest corner of a 6.910-acre ponding area, the southeast corner of said 20 feet wide easement and the southeast corner of this tract;

Thence, following the south line of said 20 feet wide easement, North 87° 38' 01" West, a distance of 49.00 feet to the point of beginning, containing 1.2854 acres of land, more or less, subject to all easements of record.



Jesse Fuentes Date: 2/18/2021
Registered Professional Land Surveyor
State of Texas No. 5988
Date of Survey: 02-18-2021



NOTE:
This Survey was prepared without benefit of a Title Commitment. No research of the County Records for easements was performed by FXSA, Inc. or the undersigned. There may be easements, covenants and restrictions of record that may affect the tract.

SHEET 2 of 2

REV.	DATE	BY	DESCRIPTION
1	5/29/2020	CC	0.5-FOOT ADJUSTMENT TO SOUTH RIGHT-OF-WAY OF PELLICANO
2	5/29/2020	CC	ADD NOTE FOR GROUND DISTANCES
3	2/18/2021	CC	ADJUSTMENT TO THE WIDTH OF THE ACCESS

K:\2017\1786EP-CEA-CRRMA PELICANO DRIVE EXTENSION\10-2-0 DRAWINGS\MASTER (5988) POND 2 UPDATE FEB 21.DWG
DRAWN BY: C.C.
FXSA JOB No. S1786EP

ACCESS / DRAINAGE EASEMENT
1.2854-ACRE TRACT
BEING A PORTION OF SECTION 18, BLOCK 79,
TOWNSHIP 3, TEXAS & PACIFIC
RAILWAY COMPANY SURVEYS,
EL PASO COUNTY, TEXAS.

FXSA

FRANK X. SPENCER & ASSOCIATES, INC.
Consulting Civil Engineers & Surveyors
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