The Board of Trustees of the City of Eagle Pass Water Works System will meet in a REGULAR SESSION on Wednesday, October 16, 2019 at 12:00 noon at the office of the City of Eagle Pass Water Works System, 2107 N. Veterans Blvd., Eagle Pass, Maverick County, Texas.

AGENDA

1. Establishment of quorum.
2. Citizens Communication.
3. Approval of the minutes of the meeting held on September 18, 2019.
4. Presentation on AMI metering by Chris Phillips from HydroPro Solutions.
5. Discussion and possible action to enter into an AMI metering change out plan.
6. Discussion and possible action on approval on a 30 year water and sewer service availability agreements for Wincrest Unit 2 Subdivision.
7. Discussion and possible action on approval on a 30 year water and sewer service availability agreements for Lot 1 & 2, Buena Suerte Subdivision.
8. Discussion and possible action on approval on a 30 year water and sewer service availability agreements for MH Group Subdivision.
9. Discussion and possible action to authorize General Manager to enter into Letter of Intent with Schneider Electric.
10. Discussion and possible action on awarding RFCSP for the EPWWS Elevated Storage Tanks Rehabilitation Project TWDB ID 62556.
11. Update on the possibility and/or availability of alternative potable water supply for Maverick County Water Control and Improvement District #1domestic water users.
12. Update on proposed public comment changes as proposed by legal counsel and the Board of Trustees.
13. Discussion and possible action on possible purchase of water rights.

14. Status of appraisals done on 2113 Veterans Blvd. and property on corner of Old Pioneer Road and Wipff Road.

15. Executive Session pursuant to Section 551.071 of the Texas Government Code- Consultation with the Eagle Pass Water Works System's attorneys regarding legal matters related to Eagle Point Ranch, LP, Robert Mayo and Rick Anderson (Plaintiffs) v. City of Eagle Pass Water Works System, City of Eagle Pass, and Robert Gonzalez (Defendants); Cause No. 18-12-36712-MCV; In the District Court, 23rd Judicial District, Maverick County, Texas.

16. Adjourn

Claudia Wright, Chairwoman
City of Eagle Pass Water Works System

CERTIFICATION

This is to certify that the above Notice of Meeting was posted on the Bulletin Board at the City Hall, in Eagle Pass, Maverick County, Texas, on Friday, October 11, 2019 at 12:00 pm.

Jorge Barrera, General Manager
Eagle Pass Water Works System

The Water Works Board reserves the right to consider business out of the posted order and the right to adjourn into executive session to discuss items which are not listed as executive session items but which qualify to be discussed in closed session under Chapter 551 of the Texas Government Code.

The Board of Trustees of the City of Eagle Pass Water Works System met in REGULAR SESSION on September 18, 2019 at 12:00 noon at the office of the City of Eagle Pass Water Works System, 2107 N. Veterans Blvd., Eagle Pass, Maverick County, Texas.

MEMBERS PRESENT: Claudia Wright, Johnny Ruiz, Marco Salinas, Morris Libson and Mayor Ramsey English Cantu

MEMBERS ABSENT:

OTHERS PRESENT: Jorge Barrera, Alicia Flores, Rafael Garza, Jorge Flores, Rosario Gonzalez, Ruben Barrera-Langley &Banack, George and Martha Baxter

- New Board Member Morris Libson read the Eagle Pass Water Works System Oath of Office.

-Election of Officers: Motion by Mayor Ramsey English Cantu to name Claudia Wright as Chairwoman, seconded by Marco Salinas.

The motion passed with the following vote:

AYE	Marco Salinas, Johnny Ruiz, Claudia Wright, Morris Libson and Mayor Ramsey English Cantu
NAY	None
ABSTAIN	None

Vice Chairman: Motion by Mayor Ramsey English Cantu to name Marco Salinas as Vice Chairman, seconded by Claudia Wright.

The motion passed with the following vote:

AYE	Marco Salinas, Johnny Ruiz, Claudia Wright, Morris Libson and Mayor Ramsey English Cantu
NAY	None
ABSTAIN	None

Secretary: Motion by Mayor Ramsey English Cantu to name Johnny Ruiz as Secretary, seconded by Marco Salinas.

The motion passed with the following vote:

AYE	Marco Salinas, Johnny Ruiz, Claudia Wright, Morris Libson and Mayor Ramsey English Cantu
NAY	None
ABSTAIN	None

- Citizens Communication-
None

-The Minutes of the meeting held on August 27, 2019 were read and approved on a motion by Mayor Ramsey English Cantu, seconded by Johnny Ruiz.

-In the matter of discussion and update on AMI metering, General Manager Jorge Barrera presented the Board information on the benefits of AMI metering and general information.

- In the matter of discussion and possible action on approval on a 30 year water and sewer service availability agreements for Replat Tract III A Chorgas Foster Subdivision, the agreements were presented to the Board along with the plans of the area and all questions were answered by Administration.

Thereafter, Mayor Ramsey English Cantu made a motion, seconded by Marco Salinas to approve the 30 year water and sewer service availability agreements for Replat Tract III A Chorgas Foster Subdivision.

The motion passed with the following vote:

AYE	Marco Salinas, Johnny Ruiz, Claudia Wright, Morris Libson and Mayor Ramsey English Cantu
NAY	None
ABSTAIN	None

-In the matter of updating the possibility and/or availability of alternative potable water supply for Maverick County Water Control and Improvement District #1domestic water users, administration explained to the Board the issue that the MCWCID is having with the domestic users. Administration explained to the Board different options and costs, the most cost effective option is $2.8 million dollars, which is to extend water lines to the residents on Thompson Road. Mr. Barrera and Mr. Flores will be meeting with TCEQ to discuss this issue and see if there are options to see if the State can pay for the water line. The Board directed administration to meet with TCEQ and see what can be done to help and report back to the Board.

-In the matter of discussion and possible action on awarding RFCSP for the EPWWS New Ground Storage Tanks Project TWDB ID 62556, the Board was updated that value engineering took place for the construction of two new ground storage tanks, College Hills and Hillcrest Tanks.

The recommendation by the Engineers and Administration is to construct a new tank for Hillcrest since it would be more expensive to rehab the current one and build a tank in the College Hills site. The amount of $4,000,000 was recommended to the Board, as well to award project to Preload LLC.

Thereafter, Mayor Ramsey English Cantu made a motion seconded by Johnny Ruiz to award RFCSP for the EPWWS New Ground Storage Tanks Project TWDB ID 62556 to Preload LLC. in the amount of $4,000,000.

The motion passed with the following vote:

AYE	Marco Salinas, Johnny Ruiz, Claudia Wright, Morris Libson and Mayor Ramsey English Cantu
NAY	None
ABSTAIN	None

- In the matter of discussion and possible action to enter into new contact agreements with AT&T to replace the previous lease agreements for water towers at 3290 Bob Rogers Drive and 566 Callejon Terran, Administration reminded the Board this was an item that was tabled at the previous meeting.

Administration explained to the Board that no legislative change prompted these changes from AT&T, they just wanted to bring down costs. AT&T also asked EPWWS to leave the same contract for College Hills and only negotiate Callejon Terran. Currently EPWWS receive $1,026 per month and 8% increase every 5 years. AT&T is proposing $650 per month and 2% increase every 5 years. Administration recommends denial of the new contract and keep current contract.

Thereafter, Mayor Ramsey English Cantu made a motion, seconded by Marco Salinas agreeing with Administration's recommendation and deny new contract and keep current contract.

The motion passed with the following vote:

AYE	Marco Salinas, Johnny Ruiz, Claudia Wright, Morris Libson and Mayor Ramsey English Cantu
NAY	None
ABSTAIN	None

- In the matter of discussion and possible action to declare the following real property as surplus: Abstract A1032, Bennet Miles, Survey #74, 2.045 acres, property # 4405, Administration explained to the Board that the land was owned by EPWWS, which was part of the old El Indio Water Supply.

A buyer contacted Mr. Gonzalez to see if EPWWS wanted to sell the land. This land is not needed by EPWWS and is more of a maintenance problem now. Administration is asking the Board to declare this land as surplus and see legally what needs to be done to sell it.

Thereafter, Marco Salinas made a motion seconded by Johnny to declare Abstract A1032, Bennet Miles, Survey #74, 2.045 acres, property # 4405 as surplus and allow Administration to check legally how to sell the property.

The motion passed with the following vote:

AYE	Marco Salinas, Johnny Ruiz, Claudia Wright, Morris Libson and Mayor Ramsey English Cantu
NAY	None
ABSTAIN	None

- In the matter of discussion and possible action the 2019-2020 Fiscal Year City of Eagle Pass Water and Wastewater System Budget was discussed with questions being answered and

Administration presenting a balanced budget and proposing a cost of living increase and a starting salary of $12.00/hour.

Thereafter, Mayor Ramsey English Cantu made a motion, seconded by Marco Salinas to accept the balanced budget, 4% cost of living increase, $12.00 starting pay and the recommendations by Administration.

The motion passed with the following vote:

AYE	Marco Salinas, Johnny Ruiz, Claudia Wright, Morris Libson and Mayor Ramsey English Cantu
NAY	None
ABSTAIN	None

-In the matter of discussion and possible action to enact proposed public comment changes as proposed by legal counsel, Mayor Ramsey English Cantu made a motion, seconded by Johnny Ruiz to go into executive Session.

The motion passed with the following vote:

AYE	Marco Salinas, Johnny Ruiz, Claudia Wright, Morris Libson and Mayor Ramsey English Cantu
NAY	None
ABSTAIN	None

The Board went into Executive Session on 9-18-19 at 1:40 pm
The Board came out of Executive Session on 9-18-19 at 2:42 pm

Thereafter, after Executive Session, Marco Salinas made a motion, seconded by Mayor Ramsey English Cantu to accept the proposed public comments as recommended by counsel and Administration but allowing individuals 3 minutes each and allowing the transfer of time to other with a limit of 9 minutes. Also, if a translator is needed, a total time for comments will be 6 minutes.

The motion passed with the following vote:

AYE	Marco Salinas, Johnny Ruiz, Claudia Wright, Morris Libson and Mayor Ramsey English Cantu
NAY	None
ABSTAIN	None

-In the matter of Executive Session pursuant to Section 551.071 of the Texas Government Code-Consultation with the Eagle Pass Water Works System's attorneys regarding legal matters related to Eagle Point Ranch, LP, Robert Mayo and Rick Anderson (Plaintiffs) v. City of Eagle Pass Water Works System, City of Eagle Pass, and Robert Gonzalez (Defendants); Cause No. 18-12-36712-MCV; In the District Court, 23rd Judicial District, Maverick County, Texas.

The Board went into Executive Session on 9-18-19 at 1:40 pm
The Board came out of Executive Session on 9-18-19 at 2:42 pm

No action was taken in Executive Session or in Open Session

-In the matter of Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code-Deliberation regarding the purchase and value of real property for purposes of expanding the current EPWWS administrative office and consultation with the EPWWS attorneys regarding legal issues involving the purchase of real property for purposes of expanding the current EPWWS administrative office.

The Board went into Executive Session on 9-18-19 at 1:40 pm
The Board came out of Executive Session on 9-18-19 at 2:42 pm

Thereafter, Mayor Ramsey English Cantu made a motion, seconded by Johnny Ruiz to authorize Administration to start an appraisal of the property and to negotiate terms and report back to the Board.

The motion passed with the following vote:

AYE	Marco Salinas, Johnny Ruiz, Claudia Wright, Morris Libson and Mayor Ramsey English Cantu
NAY	None
ABSTAIN	None

-Meeting was adjourned by a motion by Mayor Ramsey English Cantu, seconded by Johnny Ruiz at 2:45 pm.

_____
Claudia Wright, Chairwoman
Eagle Pass Water Works System

_____
Marco Salinas, Vice Chairman
Eagle Pass Water Works System

AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED

WINCREST UNIT 2 SUBDIVISION

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit:

"The Utility" is the governing board or owner of a supplier of drinking water known as **EAGLE PASS WATER & WASTEWATER SYSTEM**.

"The Subdivider is WECO & ASSOCIATES, LTD, who is the owner, or the authorized agent of the owner, of a tract of land in Maverick County, Texas, that has been proposed to be divided into a subdivision ("the Subdivision") known as WINCREST UNIT 2.

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval.

The Subdivider plans to construct for the Subdivision a drinking water distribution system to be connected to the Utility's water supply system. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions ("the estimated water flow") to be approximately 22,400 gallons daily.

The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been connected to the Utility's water supply system.

The Subdivider covenants that the water distribution system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on _____.

The Utility	The Subdivider
By: _____	By: Michael W. Calley
Printed Name: _____	Printed Name: Michael W. Calley
Office or Position: _____	Office or Position: President of WeCo & Associates, Ltd
Date: _____	Date: 7-31-17

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.

AGREEMENT REGARDING WASTEWATER TREATMENT SERVICE FOR THE

PROPOSED WINCREST UNIT 2 **SUBDIVISION**

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit:

"The Utility" is the governing board or owner of a provider of wastewater treatment known as

EAGLE PASS WATER & WASTEWATER SYSTEM.

"The Subdivider is WECO & ASSOCIATES, LTD, who is the owner, or the authorized agent of the owner, of a tract of land in Maverick County, Texas, that has been proposed to be divided into a subdivision ("the Subdivision") known as WINCREST UNIT 2.

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval.

The Subdivider plans to construct for the Subdivision a wastewater collection system to be connected to the Utility's wastewater treatment system. Such wastewater will consist of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the wastewater flow projected by the Subdivision under fully built-out conditions ("the projected wastewater flow") to be approximately 22,400 gallons daily.

The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been connected to the Utility's water supply system.

The Subdivider covenants that the wastewater collection system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey all right and title to the wastewater collection system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on _____.

The Utility	The Subdivider
By: _____	By: Michael W. Colley
Printed Name: _____	Printed Name: Michael W. Colley
Office or Position: _____	Office or Position: President of NECO & Associates, Ltd
Date: _____	Date: 7-31-17

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.

AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED

Lot 1 and Lot 2, Buena Suerte SUBDIVISION

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit:

"The Utility" is the governing board or owner of a supplier of drinking water known as **EAGLE PASS WATER & WASTEWATER SYSTEM**.

"The Subdivider is TerraTech Engineering and Construction Services, who is the owner, or the authorized agent of the owner, of a tract of land in Maverick County, Texas, that has been proposed to be divided into a subdivision ("the Subdivision") known as Lot 1 and Lot 2, Buena Suerte Subdivision.

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval.

The Subdivider plans to construct for the Subdivision a drinking water distribution system to be connected to the Utility's water supply system. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions ("the estimated water flow") to be approximately 5550 gallons daily.

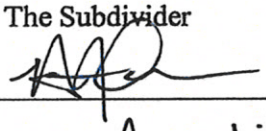
The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been connected to the Utility's water supply system.

The Subdivider covenants that the water distribution system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on _____.

The Utility	The Subdivider
By: _____	By: 
Printed Name: _____	Printed Name: Aaron Libson
Office or Position: _____	Office or Position: TEC Services
Date: _____	Date: 9/26/19

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.

AGREEMENT REGARDING WASTEWATER TREATMENT SERVICE FOR THE

PROPOSED Lot 1 and Lot 2, Buena Suerte **SUBDIVISION**

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit:

"The Utility" is the governing board or owner of a provider of wastewater treatment known as

EAGLE PASS WATER & WASTEWATER SYSTEM.

"The Subdivider is TerraTech Engineering and Construction Services, who is the owner, or the authorized agent of the owner, of a tract of land in Maverick County, Texas, that has been proposed to be divided into a subdivision ("the Subdivision") known as Lot 1 and Lot 2, Buena Suerte Subdivision.

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval.

The Subdivider plans to construct for the Subdivision a wastewater collection system to be connected to the Utility's wastewater treatment system. Such wastewater will consist of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the wastewater flow projected by the Subdivision under fully built-out conditions ("the projected wastewater flow") to be approximately 3600 gallons daily.

The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been connected to the Utility's water supply system.

The Subdivider covenants that the wastewater collection system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey all right and title to the wastewater collection system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on _____.

The Utility	The Subdivider
By: _____	By: _____
Printed Name: _____	Printed Name: Aaron Libson
Office or Position: _____	Office or Position: TEC Services
Date: _____	Date: 9/26/19

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.

PLAT ESTABLISHING 2 LOTS
BUENA SUERTE SUBDIVISION

BEING A 1.87 ACRE TRACT OF LAND LYING AND SITUATED IN MAVERICK COUNTY TEXAS, OUT OF THE JAMES W. TINSLEY SURVEY 27, ABSTRACT 840; SAID 1.87 ACRES BEING OUT OF AND PART OF THAT SAME CERTAIN TRACT AS DESCRIBED IN CONVEYANCE TO HOMER I. LEWIS, TRUSTEE OF THE PETE LEWIS REVOCABLE TRUST NUMBER ONE, RECORDED IN VOLUME 1541, PAGE 296 OF THE MAVERICK COUNTY OFFICIAL PUBLIC RECORDS;
SAID 1.87 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
(BEARINGS ACCORDING TO FOUND THE NORTHWESTERLY RIGHT OF WAY LINE OF GENERAL HOMER LEWS BOULEVARD WITH BEARING S47°16'24"W, 249.66 FEET).

BEGINNING AT AN IRON ROD FOUND AT SOUTH MOST CORNER OF LOT 1, BLOCK 1, LEWIS FARM ESTATES SUBDIVISION UNIT NO. 1, AS SHOWN BY PLAT OF RECORD ENVELOPE 169, SIDE A, OF THE MAVERICK COUNTY MAP RECORDS, FALLING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF GENERAL HOMER LEWS BOULEVARD, FOR EAST MOST CORNER OF THE HEREIN DESCRIBED 1.87 ACRES.

THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF GENERAL HOMER LEWS BOULEVARD, S47°16'24"W, 249.66 FEET, TO FOUND IRON ROD FOR SOUTH MOST CORNER OF THIS 1.87 ACRES, FALLING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE F.M. HIGHWAY 1021,

THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE F.M. HIGHWAY 1021, N42°44'39"W, 326.61 FEET, TO FOUND IRON ROD MARKING THE SOUTH MOST CORNER OF THE WEST TEXAS GAS, INC., 0.50 ACRES, AS DESCRIBED IN DEED RECORDED IN VOLUME 691, PAGE 445 OF THE MAVERICK COUNTY DEED RECORDS, AND FOR WEST MOST CORNER OF THIS 1.87 ACRES,

THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE F.M. HIGHWAY 1021, NOW ALONG THE COMMON LINE WITH SAID WEST TEXAS GAS, INC., 0.50 ACRES, N47°13'49"E, PASSING AT 200.0 FEET THE EAST CORNER OF SAID 0.50 ACRES, ALSO BEING THE SOUTH CORNER OF THAT CITY OF EAGLE PASS WATER WORKS SYSTEM 0.3985 ACRES, AS DESCRIBED IN DEED RECORD VOLUME 1085, PAGE 23 OF THE MAVERICK COUNTY DEED RECORDS, CONTINUING FOR A TOTAL DISTANCE OF 250.15 FEET TO A FOUND ½" IRON ROD SET TO MARK WEST MOST CORNER OF LOT 5, BLOCK 1, OF LEWIS FARM ESTATES SUBDIVISION UNIT NO. 1, AND FOR NORTH MOST CORNER OF THIS 1.87 ACRES,

THENCE ALONG THE COMMON LINE WITH SAID LEWS FARM ESTATES SUBDIVISION UNIT NO. 1, S42°39'28"E, 326.80 FEET, TO THE POINT OF BEGINNING.

STATE OF TEXAS)(
COUNTY OF MAVERICK)(

OWNER'S OR SUBDIVIDER'S DEDICATION, CERTIFICATION, AND ATTESTATION

The Owner of the property shown on this plat and whose name is subscribed hereto and in person or through a duly authorized agent, hereby dedicate to public use the street and easements shown herein, and further certify that this plat complies with the requirements of Texas Local Government Code 212.032 and that:

(A) the water quality and connections to the lots meet, or will meet, the minimum state standards:
(B) sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards:
(C) electrical connections provided to the lots meet, or will meet, the minimum state standards: and
(D) gas connection, if available, provided to the lots meet, or will meet, the minimum standards.

I attest that the matters asserted in this plat are true and complete.

_____
Chad Foster
Managing Partner
Buena Suerte Real Estate Development, LLC

STATE OF TEXAS)(
COUNTY OF MAVERICK)(

BEFORE ME, the undersigned notary public, on this day personally appeared, _____, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and considerations thereby expressed.

Sworn under my hand and seal of office this _____ day of _____ 201_

_____
Notary Public State of Texas

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF MAVERICK COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock __M on _____ 201_, and was recorded in Envelope _____, Side __ in the Plat Records of Maverick County at _____ o'clock __M on _____ 201_

_____ _____
Maverick County Clerk

CITY OF EAGLE PASS
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY that this Plat of 2 Lots, Buena Suerte Subdivision, was reviewed and approved by the City Council of the City of Eagle Pass.

_____ _____
Mayor of the City of Eagle Pass Date

Sworn under my hand and seal of office this _____ day of _____ 201_

_____
Notary Public State of Texas

I, THE UNDERSIGNED, CERTIFY that this Plat of 2 Lots, Buena Suerte Subdivision was reviewed and approved by the Planning and Zoning Commission of the City of Eagle Pass.

_____ _____
Chairman of the City of Eagle Pass Planning and Zoning Commission Date

Sworn under my hand and seal of office this _____ day of _____ 201_

_____
Notary Public State of Texas

I, THE UNDERSIGNED, CERTIFY that this Plat of 2 Lots, Buena Suerte Subdivision was reviewed and approved by the City Manager of the City of Eagle Pass.

_____ _____
City Manager of the City of Eagle Pass Date

Sworn under my hand and seal of office this _____ day of _____ 201_

_____
Notary Public State of Texas

STATE OF TEXAS)(
COUNTY OF MAVERICK)(

I, Francisco Gaytan, a Registered Professional Land Surveyor in Texas, hereby certify that the foregoing Plat and description of the Plat of 2 Lots of Buena Suerte Subdivision was prepared from a survey of the property made on the ground by me or under my supervision.

_____
Francisco Gaytan
Registered Professional Land Surveyor
Texas No. 5474

Sworn under my hand and seal of office this _____ day of _____ 201_

_____
Notary Public State of Texas

STATE OF TEXAS)(
COUNTY OF MAVERICK)(

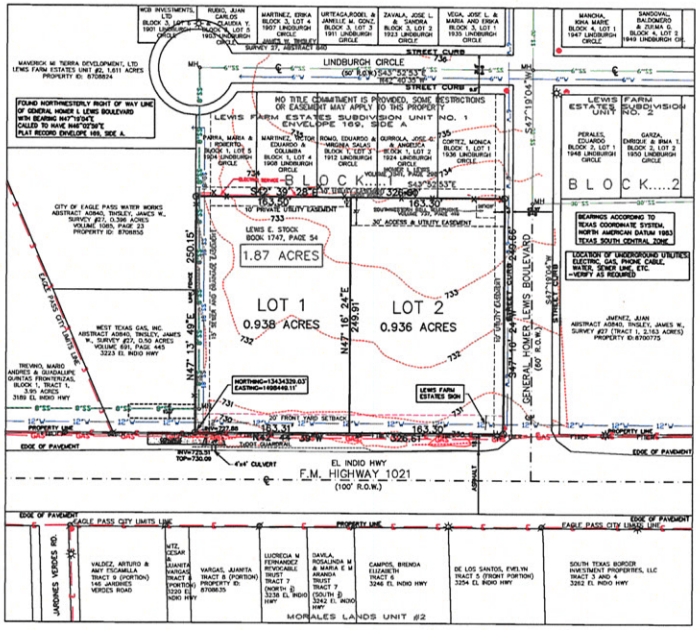
I, Florentino Caballero, a Registered Professional Engineer in the State of Texas (No. 66952), hereby certify that the water and sewer services for this subdivision were designed in accordance with the requirements of the City of Eagle Pass, Texas, that these services are connected to the public water and sewer utilities operated and maintained by the City of Eagle Pass, Texas, all as shown on the drawings presented to, and approved by, the City of Eagle Pass, Texas. These water and sewer designs are in compliance with the Model Rules adopted under Section 16.343 of the Texas Water Code.

_____
Florentino Caballero, P.E.
Registered Professional Engineer 66952

STATE OF TEXAS
F. J. CABALLERO
66952
LICENSED
PROFESSIONAL ENGINEER

Sworn under my hand and seal of office this _____ day of _____ 201_

_____
Notary Public State of Texas



VICINITY MAP
NOT TO SCALE

LEGEND

SET ½" IRON ROD	EXISTING OVERHEAD ELECTRIC LINE
FOUND ½" IRON ROD	EXISTING SANITARY SEWER LINE
EXISTING LUMINAIRE	EXISTING SANITARY SEWER LINE
EXISTING POWER POLE	EXISTING SANITARY SEWER LINE
EXISTING SEWER MANHOLE	EXISTING WATER LINE
EXISTING FIRE HYDRANT	EXISTING WATER LINE
EXISTING STOP SIGN	EXISTING STORM SEWER LINE
EXISTING EASEMENT	EXISTING GAS LINE
PROPOSED EASEMENT	EXISTING FIBER OPTIC CABLE
YARD SETBACK LINE	PLAT BOUNDARY LINE

NOTES:

1. The area of this Subdivision lies inside the limits of the City of Eagle Pass, Texas.
2. No portion of the property shown hereon is within Zone AE, Special Flood Hazard Area as shown on Flood Insurance Rate Map No. 48323C0475D, dated April 4, 2011 for Maverick County, Texas and Incorporated Areas.
3. All easements shall be kept clear of fences, building, plantings, and other obstructions.
4. Verify all underground utility service lines as required.
5. Zoning is B-1 (Neighborhood Business District).
6. Front yard setback is 20 feet for both lots.
7. There are no Rear yard setback regulations for both lots.
8. Side yard setback is 10 feet for both lots.
9. Set ½" I.R. at all corners except indicated.

SUBDIVISION PLAT
BUENA SUERTE SUBDIVISION
EAGLE PASS, TEXAS

TERRATECH ENGINEERING
AND CONSTRUCTION SERVICES
3292 EL INDIO HWY, EAGLE PASS, TX
(830)773-6579
jaltbon@terratechengineering.com
FIRM # 14418
www.terratechengineering.com

PROPERTY OWNER:
Buena Suerte Real Estate Development, LLC
106 N. East Street
Uvalde, Texas 78801

JOB: 0113-19
SHEET 1 OF 1
DESIGNED: FJC
DRAWN: AJL
CHECKED: FJC,JAL

SCALE: 1" = 60'

SEPT 09, 2019

AGREEMENT REGARDING WASTEWATER TREATMENT SERVICE FOR THE PROPOSED MH Group Subdivision SUBDIVISION

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit:

"The Utility" is the governing board or owner of a provider of wastewater treatment known as

EAGLE PASS WATER & WASTEWATER SYSTEM.

"The Subdivider is MH Group, LLC, who is the owner, or the authorized agent of the owner, of a tract of land in Maverick County, Texas, that has been proposed to be divided into a subdivision ("the Subdivision") known as MH Group Subdivision.

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval.

The Subdivider plans to construct for the Subdivision a wastewater collection system to be connected to the Utility's wastewater treatment system. Such wastewater will consist of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the wastewater flow projected by the Subdivision under fully built-out conditions ("the projected wastewater flow") to be approximately 400 gallons daily.

The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been connected to the Utility's water supply system.

The Subdivider covenants that the wastewater collection system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey all right and title to the wastewater collection system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on _____.

The Utility	The Subdivider
By: _____	By: Kenneth R Dorsett
Printed Name: _____	Printed Name: KENNETH R DORSETT
Office or Position: _____	Office or Position: ENGINEER
Date: _____	Date: 10/07/2019

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (l), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.

AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED

MH Group Subdivision **SUBDIVISION**

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit:

"The Utility" is the governing board or owner of a supplier of drinking water known as **EAGLE PASS WATER & WASTEWATER SYSTEM**.

"The Subdivider is MH Group, LLC, who is the owner, or the authorized agent of the owner, of a tract of land in Maverick County, Texas, that has been proposed to be divided into a subdivision ("the Subdivision") known as MH Group Subdivision.

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval.

The Subdivider plans to construct for the Subdivision a drinking water distribution system to be connected to the Utility's water supply system. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions ("the estimated water flow") to be approximately 800 gallons daily.

The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been connected to the Utility's water supply system.

The Subdivider covenants that the water distribution system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on _____.

The Utility	The Subdivider
By: _____	By: Kenneth R Dirksen
Printed Name: _____	Printed Name: KENNETH R DIRKSEN
Office or Position: _____	Office or Position: REALTOR/BROKER
Date: _____	Date: 10-07-2019

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.

Eagle Pass Water Works System
BUSINESS CASE ANALYSIS LETTER OF INTEREST

Eagle Pass Water Works System is interested in evaluating the current state of business operations with the purpose of identifying future opportunities for *enabling* the goals, mission and direction of the organization. This letter is to authorize Schneider Electric to proceed with a Business Case analysis at no financial obligation to EPWWS.

SECTION 1:
Customer agrees to provide the following:

A) Complete access to facilities for Schneider Electric's Certified Energy Managers and Energy Analysts for the purpose of surveying types of equipment and operating characteristics;

B) Necessary utility data, as requested;

C) Necessary water production and consumption reports in electronic format if applicable;

D) Information about lifetime volume and installation dates on each meter if applicable;

D) Access to personnel to discuss operating requirements; and

E) Opportunities for city representatives to meet with Schneider Electric for the review of the Business Case analysis.

SECTION 2:
Schneider Electric will provide the customer with the following:

A) Identification of organization goals/ mission/ vision of Eagle Pass Water Works System

B) A current state operations analysis including potential cost savings estimates and revenue generation measures for the city;

C) Identification of potential solutions opportunities for advancing city goals;

D) A financial analysis/ overview for savings and overall economic impact;

E) A means for addressing public awareness and community engagement opportunities.

	Eagle Pass Water Works Systme	**Schneider Electric Buildings Americas, Inc.**
By	_____ (Signature)	By _____ (Signature)
Print Name	_____	Print Name _____
Title	_____	Title _____
Date	_____	Date _____

This letter is to be accepted until October 3, 2020.

PROPOSED PUBLIC COMMENT SESSION CHANGES

The Board will now open the floor to members of the public for the "Public Comment Session" portion of our meeting. Individuals will be called in the order they registered on the sign-in prior to the beginning of the meeting.

Here are the following guidelines to follow

1. Remarks or comments may relate to general matters involving the System and/or s specific item(s) on the Board's agenda.
2. Remarks or comments shall be limited to three (3) minutes per individual.
3. Any individual(s) shall register via EPWWS communication forms prior to the beginning of the meeting his/her choice to comment (a) during the Public Comment Session at the beginning of the meeting for comments involving general matters or specific agenda items; or (b) during consideration of each specific agenda item (for comments that involve specific agenda items).
4. An individual may transfer his/her allotted time to comment to another individual. The individual who receives the additional time shall be limited to a total of 9 minutes for comments.
5. Remarks or comments should be directed to the entire Board and not one individual member of the Board.
6. While individuals are free to express their opinions, whether positive or critical of any act, omission, policy, procedure, program, or service of the System and/or the Board, the Board does expect that all individuals shall exercise decorum during the conduct of the meeting. Any individual engaging in disruptive behavior, including shouting, the use of vulgar language or gestures, or derogatory comments and statements intended to incite a breach of the peace, and/or preventing, interfering, or otherwise obstructing a lawfully called meeting, maybe asked to leave the meeting.
7. If (a) an individual needs a translator to translate his/her public comments, and (b) the Board is not providing translation equipment that allows the Board to hear translated public comments simultaneously, the comments of an individual using a translator shall be limited to six (6) minutes per individual.

Pursuant to Section 551.042 of the Texas Open Meetings Act, the Board may not deliberate or decide on any inquiry or concern raised by a member of the public or member of the Board that has not been posted on the agenda. The Board may, however, consider a proposal to place the subject on the agenda for a future meeting, or respond to a question presented to the Board if the response is limited to either a statement of specific factual information or a recitation of existing policy.

MARKET VALUE APPRAISAL
OF THE
PROPERTY LOCATED AT
THE NORTHERLY CORNER OF
OLD PIONEER ROAD & WIPFF ROAD
MAVERICK COUNTY, TEXAS

AS OF

SEPTEMBER 27, 2019

Prepared for:

CITY OF EAGLE PASS WATER WORKS SYSTEM
ATTN: JORGE BARRERA, GENERAL MANAGER
2107 NORTH VETERANS BOULEVARD
EAGLE PASS, TEXAS 78852

Prepared by:

JAMES R. McBEE
P. O. BOX 421912
DEL RIO, TEXAS 78842-1912

JAMES R. McBEE, REAL ESTATE APPRAISER

P. O. Box 421912
Del Rio, Texas 78842-1912

(830) 703-6454
jrmcbee@sbcglobal.net

October 2, 2019

City of Eagle Pass Water Works System
Attn: Jorge Barrera, General Manager
2107 North Veterans Boulevard
Eagle Pass, Texas 78852

Re: Appraisal of the property located at the northerly corner of Old Pioneer Road & Wipff Road, Maverick County, Texas.

Dear Mr. Barrera:

Per your request of September 20, 2019, I have completed a market value appraisal of the above-referenced property. Based upon my analyses of the subject property and relevant market data, it is my opinion that the fee simple market value of its surface estate, as of September 27, 2019, was:

EIGHTY-FIVE THOUSAND DOLLARS
($85,000)

Your attention is directed to the accompanying appraisal report which provides a recapitulation of the data, reasoning and analyses utilized in completing this assignment. Should you have any questions regarding this report or any analyses contained herein, please do not hesitate to contact me.

Sincerely,

James R. McBee
State Certified General Real Estate Appraiser (TX –1323516-G)

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined values or directions in values that favor the cause of the client, the amount of the value opinions, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- I have not performed any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.
- As of the date of this report, I have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.

James R. McBee
State Certified General Real Estate Appraiser (TX-1323516-G)

ASSUMPTIONS/CONTINGENT & LIMITING CONDITIONS

The value estimate for the property analyzed in the accompanying report and the appraisal report itself are subject to the following assumptions and/or contingent and limiting conditions:

No responsibility is assumed by the appraiser for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

The property is appraised free and clear of any and all liens, leases or other encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

Information provided by others is believed to be reliable, however, no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or non-apparent conditions of the property, subsoil or structures, if any, that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that there is full compliance with applicable federal, state and local regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless unconformity has been stated, defined and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and improvements, if any, is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The appraiser herein is not certified or trained as an asbestos, mold, toxic waste or other hazardous materials inspector and assumes no responsibility should such materials or similar hazardous conditions be present on the property. Any engineering study or inspection to determine the existence of such materials is the responsibility of the client at their sole discretion. The value estimate contained in this report is based on the assumption that no such hazardous materials or conditions are present on the subject property or adjacent properties.

The distribution, if any, of the total valuation in this report between land and improvements, if applicable, applies only under the stated program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report or a copy thereof does not carry with it the right of publication. This report may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser and in any event only with properly written qualification and only in its entirety.

The appraiser herein by reason of this appraisal is not required to give further consultation, testimony or be in attendance in court with reference to the property in question unless arrangements have been previously made.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior written consent and approval of the appraiser.

Property-related information was based on observations made by the appraiser and a limited research of public records related thereto and is assumed to be accurate. No survey, title commitment, environmental assessment, engineering study or similar items were provided and are recommended at the discretion of the client.

IDENTITY OF THE CLIENT/INTENDED USERS

The client and intended user of this appraisal is the City of Eagle Pass Water Works System. Use by others is not intended. The assignment was authorized by Jorge Barrera, General Manager, via email dated September 20, 2019.

INTENDED USE OF THE APPRAISAL

This appraisal is intended solely to assist the above-referenced client/user in the decision-making process related to a possible disposition of the subject property. Other uses are not intended.

REAL PROPERTY INTEREST APPRAISED

The subject property has been appraised on a fee simple, surface estate only basis.

EFFECTIVE DATE OF THE APPRAISAL

September 27, 2019.

DATE OF THE APPRAISAL REPORT

October 2, 2019.

IDENTITY OF THE SUBJECT PROPERTY

Per an instrument filed in Volume 730, Page 35 of the Maverick County OPR, a copy of which is included in the report addenda, the subject property is legally described as being:

Being 2.045 acres of land lying wholly within Survey No. 74, Miles Bonnett, Original Grantee, Abstract 1032, Maverick County, Texas, out of that certain 622.61 acres described in Vol. 91, p. 224 of the Deed Records of Maverick County, Texas, bounded on the southeast and west by two county roads.

The property is located at the northerly corner of Old Pioneer Road & Wipff Road just north of the "Chula Vista" (previously known as "Rosita North") census-designated area. The address of the property is not known.

HISTORY OF THE SUBJECT PROPERTY

Per MCAD records, the current owner of record of the subject property is the City of Eagle Pass Water Works & Sewer System. No changes in ownership were discovered within the preceding three years. The property is not known to be listed, under option or contract for sale.

SCOPE OF APPRAISAL DEVELOPMENT & REPORTING

In completing this assignment, the appraiser:

- Viewed the subject property and performed limited research of public records related thereto.
- Gathered market data involving land sales and offerings in the subject area.
- Performed the Sales Comparison Approach utilizing available market data obtained through the research process.
- Reconciled the available market data to derive a final value conclusion for the subject property.

This assignment was performed in accordance with Standard 1 of the *Uniform Standards of Professional Appraisal Practice (USPAP)*. This appraisal report was prepared in accordance with Standard 2 of the *USPAP*. This assignment was performed and reported in accordance with the requirements of the client.

PURPOSE OF THE APPRAISAL

Estimate the fee simple market value of the subject's surface estate on an "as is" basis. According to the definition of market value contained in 12 CFR 323.2 as obtained from the Code of Federal Regulations (January 1, 2012):

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

* *buyer and seller are typically motivated;*
* *both parties are well informed or well advised and acting in what they consider their best interests;*
* *a reasonable time is allowed for exposure in the open market;*
* *payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and*

* *the price represents that normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

EXPOSURE & MARKETING TIME

Exposure and marketing times for the subject property of 24 months or less are believed to be realistic in consideration of its characteristics and current/recent market activity in the area.

ENVIRONMENTAL HAZARDS

No environmental studies or similar information related to the subject property were provided. No environmental issues were noted at the time of visitation. The appraiser is not certified or trained in environmental assessments. It is assumed that the subject property is not affected by any environmental hazards, conditions or issues. Appropriate studies are recommended from an appropriate source at the client's discretion.

AREA & NEIGHBORHOOD DESCRIPTION

The subject property is located southeast of the City of Eagle Pass, Texas. Eagle Pass is located in the southwestern portion of the state and is the county seat of Maverick County. The city is located approximately 142 miles southwest of San Antonio and 55 miles southeast of Del Rio and is situated on the Rio Grande River along the United States-Mexico border. The 2010 population of the city was 26,248 people and the population of Maverick County was 54,258 people with both figures considered to be somewhat understated by local officials. Piedras Negras, Eagle Pass' sister city across the Rio Grande in Mexico, has a population of approximately 150,000 people. Population growth in the area has been continuing in recent years and based on the amount of activity ongoing in the area, the city has the feel of a much larger community. Maverick County is relatively large and sparsely populated outside of the Eagle Pass area.

The area economy is fairly diverse and is comprised of federal agencies, twin-plant operations, tourism/recreation, retail trade and agriculture. Major employers in the area included various federal governmental agencies (e. g. U. S. Department of Homeland Security), the Eagle Pass ISD, Fort Duncan Regional Medical Center, Maverick County, the City of Eagle Pass, Kickapoo Lucky Eagle Casino, Wal-Mart, Lowe's, Maverick Arms, H. E. B., twin plant operations, financial institutions, local auto dealerships and various service/retail operations. Vehicle crossings into Mexico typically exceed 2.5 million per year. Gross retail sales in Eagle Pass average close to $350 million annually. Additional economic benefits are derived from oil and gas exploration in the surrounding area. City leaders are actively pursuing other economic development opportunities with

optimism remaining very high for future growth in the area. Eagle Pass serves as a primary gateway into the United States from northern Mexico and the Mexico influence on the local economy is very noticeable.

In the last decade, growth in the area was occurring at an above-average pace. Activity slowed noticeably, however, as a result of the national recession and remained relatively stagnant for a number of years. More recently, however, conditions have improved and the pace of growth has again increased, particularly in certain market segments. Devaluation of the Peso several years ago caused some downward pressure locally, particularly on retail sales, however, the city has experienced this a number of times over the years and optimism is high that conditions will improve. It is expected that growth will continue at a stable rate barring an unforeseen downturn in economic conditions.

More specifically, the subject property is located southeast of Eagle Pass in the Rosita North/Chula Vista area, a census-designated, colonia neighborhood situated northeast of El Indio Highway off of F. M. 2030. The area features a good deal of development, primarily residences serving lower-income families. Most homes are of smaller size and it is not uncommon for some lots to have manufactured housing on them, particularly in the subject's immediate vicinity. Various small businesses are scattered throughout the area as well along with the Maverick County Fairgrounds and several acreage agriculture tracts. Despite its original development as a colonia, the area is served by public water and sewer services provided by the City of Eagle Pass with the utilities having been extended during the past 20 years as a result of a large federal infrastructure improvement grant. This has enhanced demand for properties in the area along with the quality of life for citizens residing therein.

The neighborhood is accessed from El Indio Highway via F. M. 2030 and Old Pioneer Road. There are a number of cross-streets and roadways serving the area, both paved and unpaved. Properties in the area are not zoned, however, they lie within the city's ETJ and are fall under the jurisdiction of Maverick County along with being subject to various state colonia laws. The area lies a few minutes away from Eagle Pass proper which is easily accessible therefrom. There is a relatively new elementary school serving area students.

The subject property conforms well to the neighborhood. No negative influences were noted that would affect it or other properties situated therein.

SUBJECT PROPERTY DESCRIPTION

The characteristics of the subject property based on observations made by the appraiser and a limited research of public records related thereto are summarized below. Property details are assumed to be accurate. No survey, title commitment, environmental assessment, engineering study, inspection report, flood certification or similar items were provided. Representative photographs have been included herein with various property-related exhibits included in the report addenda.

Location:	The property is located at the northerly corner of Old Pioneer Road & Wipff Road just north of the "Chula Vista" (previously known as "Rosita North") census-designated area. The address of the property is not known.
Census Tract:	9502.01.
Shape & Size:	Irregular due to southwest and southeast boundaries following curvature of adjacent county roads. Site contains 2.045+/- acres or 89,080+/- square feet.
Dimensions/Frontage:	352.32' frontage on Old Pioneer Road, 293.07' on Wipff Road, 210.68' northwest boundary and 310.95' northeast boundary.
Topography:	Generally level to downward sloping to the north, typical for the area.
Subsoil Conditions & Drainage:	No data on the soil composition of the site was provided to the appraiser. Drainage assumed adequate.
Flood Hazard:	Per FIRM Community Panel No. 48323C0451D, dated April 4, 2011, the site is not situated in a designated flood hazard area (Zone "X").
Access:	Site fronts on both Old Pioneer Road and Wipff Road. These are two-lane, public, paved, county-maintained roads.
Utilities:	Public utilities assumed available to the site include electricity, water, sewer, telephone and cable.
Police & Fire:	Maverick County.
School District:	Eagle Pass ISD.
Environmental:	No evidence of environmental hazards affecting the site was apparent at inspection. No environmental issues related to endangered species, natural habitat or wetlands are known to affect the property. An appropriate environmental assessment is recommended at the discretion of the client.
Zoning & Restrictions:	Site lies outside of the Eagle Pass city limits and is not zoned. The site is believed to lie within the city's ETJ, however, and falls under the jurisdiction of Maverick County and is subject to various

state colonia laws. No restrictions are known to exist that would preclude use/development of the site in a manner conforming to the neighborhood.

Easements & Encroachments: It is assumed that any easements located on the site would be typical for the area and most likely related to public utilities. No encroachments were apparent on the site's boundaries.

Improvements: None.

Tax Information: The property is assessed under Property ID 4405 at $89,080 or $1.00 per square foot, increased significantly from $15,340 in 2018. In the appraiser's opinion, assessed value is in line with market value. Based on the 2019 combined tax rate for Maverick County, Hospital District and Eagle Pass ISD of $1.879260, the tax liability of the subject property would be $1,674.04. As a public entity, current owner of the property is exempt from taxation.

MARKET VALUE APPRAISAL
OF THE
PROPERTY LOCATED AT
2113 NORTH VETERANS BOULEVARD
CITY OF EAGLE PASS, TEXAS

AS OF

SEPTEMBER 27, 2019

Prepared for:

CITY OF EAGLE PASS WATER WORKS SYSTEM
ATTN: JORGE BARRERA, GENERAL MANAGER
2107 NORTH VETERANS BOULEVARD
EAGLE PASS, TEXAS 78852

Prepared by:

JAMES R. McBEE
P. O. BOX 421912
DEL RIO, TEXAS 78842-1912

JAMES R. McBEE, REAL ESTATE APPRAISER

P. O. Box 421912
Del Rio, Texas 78842-1912

(830) 703-6454
jrmcbee@sbcglobal.net

October 1, 2019

City of Eagle Pass Water Works System
Attn: Jorge Barrera, General Manager
2107 North Veterans Boulevard
Eagle Pass, Texas 78852

Re: Appraisal of the property located at 2113 North Veterans Boulevard in the City of Eagle Pass, Maverick County, Texas.

Dear Mr. Barrera:

Per your request of September 20, 2019, I have completed a market value appraisal of the above-referenced property. Based upon my analyses of the subject property and relevant market data, it is my opinion that the fee simple market value of its surface estate, as of September 27, 2019, was:

THREE HUNDRED THOUSAND DOLLARS
($300,000)

An **extraordinary assumption** has been made that appropriate access to the subject property from North Veterans Boulevard can be obtained through coordination with appropriate authorities. Should this assumption prove false, my opinion could be altered.

Your attention is directed to the accompanying appraisal report which provides a recapitulation of the data, reasoning and analyses utilized in completing this assignment. Should you have any questions regarding this report or any analyses contained herein, please do not hesitate to contact me.

Sincerely,

James R. McBee
State Certified General Real Estate Appraiser (TX –1323516-G)

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined values or directions in values that favor the cause of the client, the amount of the value opinions, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- I have not performed any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.
- As of the date of this report, I have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.

James R. McBee
State Certified General Real Estate Appraiser (TX-1323516-G)

ASSUMPTIONS/CONTINGENT & LIMITING CONDITIONS

The value estimate for the property analyzed in the accompanying report and the appraisal report itself are subject to the following assumptions and/or contingent and limiting conditions:

No responsibility is assumed by the appraiser for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

The property is appraised free and clear of any and all liens, leases or other encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

Information provided by others is believed to be reliable, however, no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or non-apparent conditions of the property, subsoil or structures, if any, that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that there is full compliance with applicable federal, state and local regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless unconformity has been stated, defined and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and improvements, if any, is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The appraiser herein is not certified or trained as an asbestos, mold, toxic waste or other hazardous materials inspector and assumes no responsibility should such materials or similar hazardous conditions be present on the property. Any engineering study or inspection to determine the existence of such materials is the responsibility of the client at their sole discretion. The value estimate contained in this report is based on the assumption that no such hazardous materials or conditions are present on the subject property or adjacent properties.

The distribution, if any, of the total valuation in this report between land and improvements, if applicable, applies only under the stated program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report or a copy thereof does not carry with it the right of publication. This report may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser and in any event only with properly written qualification and only in its entirety.

The appraiser herein by reason of this appraisal is not required to give further consultation, testimony or be in attendance in court with reference to the property in question unless arrangements have been previously made.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior written consent and approval of the appraiser.

Property-related information was based on observations made by the appraiser and a limited research of public records related thereto and is assumed to be accurate. No survey, title commitment, environmental assessment, engineering study or similar items were provided and are recommended at the discretion of the client.

An **extraordinary assumption** has been made that appropriate access to the subject property from North Veterans Boulevard can be obtained through coordination with appropriate authorities. Should this assumption prove false, the appraiser's opinion could be altered.

IDENTITY OF THE CLIENT/INTENDED USERS

The client and intended user of this appraisal is the City of Eagle Pass Water Works System. Use by others is not intended. The assignment was authorized by Jorge Barrera, General Manager, via email dated September 20, 2019.

INTENDED USE OF THE APPRAISAL

This appraisal is intended solely to assist the above-referenced client/user in the decision-making process related to a possible acquisition of the subject property. Other uses are not intended.

REAL PROPERTY INTEREST APPRAISED

The subject property has been appraised on a fee simple, surface estate only basis.

EFFECTIVE DATE OF THE APPRAISAL

September 27, 2019.

DATE OF THE APPRAISAL REPORT

October 1, 2019.

IDENTITY OF THE SUBJECT PROPERTY

Per an instrument filed in Volume 1529, Page 103 of the Maverick County OPR, a copy of which is included in the report addenda, the subject property is legally described as being:

Lot 2-A, Garden Hills Subdivision, in the City of Eagle Pass, Maverick County, Texas, as shown on the re-plat of Lot 2 of the Garden Hills, Inc. Subdivision, which is of record in Envelope 232, Side B, Map Records of Maverick County, Texas.

The property is located on the west side of North Veterans Boulevard, north of its intersection with Second Street, adjacent to the north side of the "City of Eagle Pass Water Works" office and in front of the "Garden Hill Apartments" complex. The address of the property is 2113 North Veterans Boulevard.

HISTORY OF THE SUBJECT PROPERTY

The current owner of record of the subject property is Beck Real Estate Development, Ltd. Per an instrument filed in Volume 1668, Page 477, Maverick County OPR, a copy of which is included in the report addenda, title to the property was transferred to the current owner from Beyer & Sonia Junfin on September 9, 2017. This appears to have been a transfer among related parties rather than an open market transaction. No additional changes in ownership were discovered within the preceding three years. The property is not known to be listed, under option or contract for sale.

SCOPE OF APPRAISAL DEVELOPMENT & REPORTING

In completing this assignment, the appraiser:

- Viewed the subject property and performed limited research of public records related thereto.
- Gathered market data involving commercial land sales and offerings in the Eagle Pass area, specifically sales and listings along the North Veterans Boulevard corridor.
- Performed the Sales Comparison Approach utilizing available market data obtained through the research process.
- Reconciled the available market data to derive a final value conclusion for the subject property.

This assignment was performed in accordance with Standard 1 of the *Uniform Standards of Professional Appraisal Practice (USPAP)*. This appraisal report was prepared in accordance with Standard 2 of the *USPAP*. This assignment was performed and reported in accordance with the requirements of the client.

PURPOSE OF THE APPRAISAL

Estimate the fee simple market value of the subject's surface estate on an "as is" basis. According to the definition of market value contained in 12 CFR 323.2 as obtained from the Code of Federal Regulations (January 1, 2012):

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

* *buyer and seller are typically motivated;*
* *both parties are well informed or well advised and acting in what they consider their best interests;*

* *a reasonable time is allowed for exposure in the open market;*
* *payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and*
* *the price represents that normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

EXPOSURE & MARKETING TIME

Exposure and marketing times for the subject property of 24 months or less are believed to be realistic in consideration of its characteristics and current/recent market activity in the area.

ENVIRONMENTAL HAZARDS

No environmental studies or similar information related to the subject property were provided. No environmental issues were noted at the time of visitation. The appraiser is not certified or trained in environmental assessments. It is assumed that the subject property is not affected by any environmental hazards, conditions or issues. Appropriate studies are recommended from an appropriate source at the client's discretion.

AREA & NEIGHBORHOOD DESCRIPTION

The subject property is located in the City of Eagle Pass, Texas. Eagle Pass is located in the southwestern portion of the state and is the county seat of Maverick County. The city is located approximately 142 miles southwest of San Antonio and 55 miles southeast of Del Rio and is situated on the Rio Grande River along the United States-Mexico border. The 2010 population of the city was 26,248 people and the population of Maverick County was 54,258 people with both figures considered to be somewhat understated by local officials. Piedras Negras, Eagle Pass' sister city across the Rio Grande in Mexico, has a population of approximately 150,000 people. Population growth in the area has been continuing in recent years and based on the amount of activity ongoing in the area, the city has the feel of a much larger community. Maverick County is relatively large and sparsely populated outside of the Eagle Pass area.

The area economy is fairly diverse and is comprised of federal agencies, twin-plant operations, tourism/recreation, retail trade and agriculture. Major employers in the area included various federal governmental agencies (e. g. U. S. Department of Homeland Security), the Eagle Pass ISD, Fort Duncan Regional Medical Center, Maverick County, the City of Eagle Pass, Kickapoo Lucky Eagle Casino, Wal-Mart, Lowe's, Maverick Arms, H. E. B., twin plant operations, financial institutions, local auto dealerships and various service/retail operations. Vehicle crossings into Mexico typically exceed 2.5 million per year. Gross retail sales in Eagle Pass average close to $350 million annually.

Additional economic benefits are derived from oil and gas exploration in the surrounding area. City leaders are actively pursuing other economic development opportunities with optimism remaining very high for future growth in the area. Eagle Pass serves as a primary gateway into the United States from northern Mexico and the Mexico influence on the local economy is very noticeable.

In the last decade, growth in the area was occurring at an above-average pace. Activity slowed noticeably, however, as a result of the national recession and remained relatively stagnant for a number of years. More recently, however, conditions have improved and the pace of growth has again increased, particularly in certain market segments. Devaluation of the Peso several years ago caused some downward pressure locally, particularly on retail sales, however, the city has experienced this a number of times over the years and optimism is high that conditions will improve. It is expected that growth will continue at a stable rate barring an unforeseen downturn in economic conditions.

More specifically, the subject property is located on the west side of North Veterans Boulevard, north of its intersection with Second Street, adjacent to the north side of the "City of Eagle Pass Water Works" property and in front of the "Garden Hill Apartments" complex. North Veterans Boulevard is a major thoroughfare/loop around the northerly and easterly portions of Eagle Pass proper and is actually U. S. Highway 277, connecting with Del Rio Boulevard to the north and Main Street to the south. This roadway is a paved, public four-lane thoroughfare with center turning lane and several traffic-light controlled intersections, including the subject intersection. The loop was completed several decades ago providing a perimeter route for through-traffic traveling on U. S. 277 to avoid the downtown Eagle Pass area. Since its completion, the loop corridor has undergone continued commercial development. Second Street was extended eastward to U. S. 57 some ten years ago, enhancing additional development opportunities for properties situated east of the main canal.

The majority of development found along the loop consists of a variety of commercial businesses, particularly in its southern and northern portions in close proximity to its intersection with Bibb Avenue and Main Street. Several vacant acreage tracts remain in the area as well although these tracts have and are gradually being subdivided and developed. The southern corridor area in which the subject property is located is characterized by such development as the "Holiday Inn Express", "La Quinta", "Best Western", the "Holly Apartments", "Border Federal Credit Union", several local car dealerships, several multi-tenant professional and retail complexes and similar development. A "Stripes" convenience store and "Stat Emergency Room" were constructed at the North Veterans/Second Street intersection within the past decade and a commercial center anchored by "Academy Sports & Outdoors" along with a Marriott-branded hotel were constructed just to the south within the past ten years as well. The northern corridor area is similarly developed with the local "United Medical Center" complex, the "Maverick County Appraisal District" offices, "Cenizo Plaza I & II", "Crown Ridge Plaza", "Laguna Pointe", several additional retail/professional strip centers, "Cleo's" convenience store and similar development.

Demand for commercial properties along the loop appears to remain above-average and although the pace of sales has softened significantly over the past ten years relative to that noted in the pre-recession era, prices remained relatively stable, exhibiting some increases more recently. The majority of properties in the loop corridor have all utilities available, however, several undeveloped acreage tracts remain for which utilities have not yet been extended. On-corridor properties are typically developed with above-average commercial buildings developed to take advantage of the loop's high traffic flow. Properties lying off of the loop have been developed with several apartment complexes and single-family residential subdivisions.

Traffic flow along the loop is significant. Properties located thereon are zoned for commercial development. The existing and ongoing development in the area conforms well to its location, traffic flow and commercial zoning. The loop provides easy access to other areas of the city for area residents and travelers through the area. Demand for properties in this area should remain stable to increasing as the area continues to grow provided economic conditions continue to improve. The subject property conforms well to the neighborhood and is well-situated therein.

SUBJECT PROPERTY DESCRIPTION

The characteristics of the subject property based on observations made by the appraiser and a limited research of public records related thereto are summarized below. Property details are assumed to be accurate. No survey, title commitment, environmental assessment, engineering study, inspection report, flood certification or similar items were provided. Representative photographs have been included herein with various property-related exhibits included in the report addenda.

Location:	The site is located on the west side of North Veterans Boulevard, north of its intersection with Second Street, adjacent to the north side of the "City of Eagle Pass Water Works" property and in front of the "Garden Hills Apartments" complex. The address of the property is 2113 North Veterans Boulevard.
Census Tract:	9503.00.
Shape & Size:	Trapezoidal. Site contains 1.0671+/- acres or 46,483+/- square feet.
Dimensions/Frontage:	300' frontage on North Veterans Boulevard right-of-way, 175' on south boundary, 231.28' on west boundary and 187.06' on north boundary.
Topography:	Primarily downward sloping to the north, typical for the area.

Subsoil Conditions & Drainage:	No data on the soil composition of the site was provided to the appraiser. Drainage assumed adequate.
Flood Hazard:	Per FIRM Community Panel No. 48323C0451D, dated April 4, 2011, the site is not situated in a designated flood hazard area (Zone "X").
Access:	Site fronts on the westerly right-of-way of North Veterans Boulevard. It is assumed that appropriate access therefrom can be obtained through coordination with appropriate authorities.
Utilities:	Public utilities assumed available to the site include electricity, water, sewer, gas, telephone and cable.
Police & Fire:	City of Eagle Pass.
School District:	Eagle Pass ISD.
Environmental:	No evidence of environmental hazards affecting the site was apparent at inspection. No environmental issues related to endangered species, natural habitat or wetlands are known to affect the property. An appropriate environmental assessment is recommended at the discretion of the client.
Zoning & Restrictions:	The site lies within the Eagle Pass city limits and per zoning map is zoned "B-3; General Business District". Per a "Declaration of Restrictive Covenants" file in Volume 592, Page 49 of the Maverick County OPR, a copy of which is included in the report addenda, the subject property is subject to the restriction that the property, ". . . shall not be used for industrial or residential uses, including but not limited to, bars, nightclubs, manufactured homes, automobile repair shops, or similar uses." In the appraiser's opinion, these use restrictions do not preclude likely uses of the property as permissible under current zoning.
Easements & Encroachments:	It is assumed that any easements located on the site would be typical for the area and most likely related to public utilities. Deed references a 10' drainage and utility easement over and across the west side of the property and a 20' building setback line over and across the east side of the property. No encroachments were apparent on the site's boundaries.
Improvements:	None.