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Doc# 169033

**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.**

**WARRANTY DEED**

**Date:** January 19, 2012

**Grantor:** Jose Francisco Mondragon and Monsa, Ltd.

**Grantor's Mailing Address:**

2423 Second St. Suite A  
Ecslc Pcs TX 78857

**Grantee:** Invermex, LLC

**Grantee's Mailing Address:**

2423 Second St. Suite A  
Ecslc Pcs TX 78857

**Consideration:** TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration

**Property (including any improvements):**

Being a 29.96 acres tract of land partly out of G.C.&S.F.R.R.Co. Survey 3, Abstract 1007 and partly out of F. Fox and J. Byrne Survey 2, Abstract 1112, Maverick County, Texas and being a composite of the conveyances recorded in the Maverick County Official Public Records more particularly described in Exhibit "A" attached hereto and made a part hereof, **SAVE AND EXCEPT** 10.938 Acre Tract and 1.20 Acre Tract both described in deed dated June 29, 2010 from Invermex, L.L.C. to Monsa, Ltd., recorded in Volume 1245, Page 354, Official Public Records of Maverick County, Texas; said 29.96 acres tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

**Reservations from and Exceptions to Conveyance and Warranty:**

1. Any and all restrictions existing against the Property and such zoning or other restrictions upon the use of the Property as may be imposed by governmental authorities having jurisdiction thereof.

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- 2. Any and all covenants, conditions, easements, reservations, rights-of-way, prescriptive rights and set-back lines affecting the Property evidenced by instruments of record in the office of the County Clerk of Maverick County, Texas.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to warrant and forever defend all and singular the Property to Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

  
 \_\_\_\_\_  
 Jose Francisco Mondragon

**MONSA, LTD.,**  
**a Texas Limited Partnership**

By:   
 \_\_\_\_\_

Printed Name: FRANCISCO MONDRAGON

Title: PRESIDENT

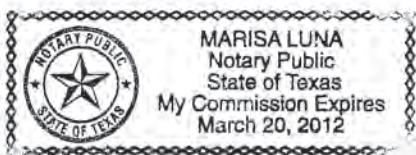
(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF MAVERICK §

This instrument was acknowledged before me on this the 20 day of January, 2012, by Jose Francisco Mondragon.

  
 \_\_\_\_\_  
 Notary Public, State of Texas  
 Notary Seal:



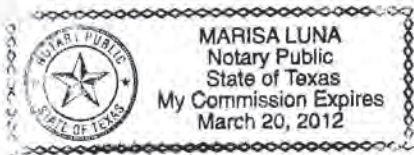
(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF MAVERICK §

This instrument was acknowledged before me on this the 20 day of January, 2012, by Francisco Mondragon, of Monsa, Ltd., a Texas Limited Partnership, on behalf of said entity.

Marisa Luna  
Notary Public, State of Texas  
Notary Seal:



AFTER RECORDING RETURN TO:

2423 Second St. Suite A  
Eagle Pass TX 78852

PREPARED IN THE LAW OFFICE OF:

**THE BURRIS LAW FIRM**  
680 Quarry Street  
Eagle Pass, Texas 78852

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**DIRKSEN ENGINEERING****311 N. GETTY ST.****Uvalde, Texas 78801****TBPE FIRM # F-8848****TBPLS FIRM # 10193741****Office Tel. (830) 278-2100****Fax (830) 278-2102****FIELD NOTES FOR A 29.96 ACRE RETRACEMENT  
SURVEY COMPLETED ON DECEMBER 15, 2011**

Being a 29.96 acres tract of land partly out of G.C.&S.F.RR.Co. Survey 3, Abstract 1007 and partly out of F. Fox and J. Byrne Survey 2, Abstract 1112, Maverick County, Texas and being a composite of the following conveyances recorded in the Maverick County Official Public Records:

Acreage		Grantee	Volume/Pages
10.938 AC	Tract 1	Monsa, LTD	1245/354-360
1.20 AC	Tract 2	Monsa, LTD	1245/354-360
9.148 AC		Jose Francisco Mondragon	1158/438-442
1.66 AC	Parcel 2, Tract 1	Monsa, LTD	1157/420-431
1.02 AC	Parcel 2, Tract 2	Monsa, LTD	1157/420-431
0.685 AC		Monsa, LTD.	980/240-245
2.044AC	Tract III	Monsa, LTD	861/435-444
0.772AC	Tract IV	Monsa, LTD	861/435-444
3.260 AC		Monsa, LTD	831/379-383

and more particularly described by metes and bounds as follows: (The bearings and distances shown herein conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.) (All corners called for as being set are marked on the ground with ½" steel stakes with plastic identification caps stamped "DIRKSEN/6260" attached unless otherwise noted or shown.)

**BEGINNING** at a steel stake found (SPC, N=13448744.13', E=1496044.55') in the north right of way of Second Street, (Spur 16, 120' ROW), at the southeast corner of a 7.824 acre tract described in conveyance document to Falcon International Bank recorded in Volume 972, Pages 369-371 of the Maverick County Official Public Records marking the southwest corner of said 0.685 acre tract for the southwest corner of the herein described tract;

**THENCE** N00°13'21"W with the east line of said 7.824 acre tract, at 477 feet passing a steel stake found at the southeast corner of a 6.00 acre tract described in conveyance document to Chad Foster recorded in Volume 1121/141-146 of the Maverick County Official Public Records and continuing for a total distance of 837.34 feet to a steel stake found in the south line of a 9.589 acre tract described in conveyance document to Jack R. Chittim recorded in Volume 162, Pages 495-496 for a northwest corner of the herein described tract;

MANUALLY CROPPED TO FIT IN LETTER SIZE

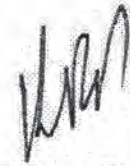


EXHIBIT

**A**

**THENCE** S89°36'03"E with the south line of said 9.589 acre tract for a distance of 184.26 feet to a steel stake found for a reentrant corner of the herein described tract;

**THENCE** N00°15'56"W with the east line of said 9.589 acre tract, at 441 feet passing a gas line easement recorded in Volume 26, Pages 260-262 of the Maverick County Deed Records, at 795 feet passing the northwest line of an electric line Easement and Right of Way recorded in Volume 39, Pages 30 and 31 of the Maverick County Deed Records and the southeast corner of a 20.01 acre tract described in conveyance document to Hausman Interests Industrial, LTD recorded in Volume 552, Pages 202-207 of the Maverick County Official Public Records, at 1254 feet passing the ostensible south line of Survey 2 and continuing for a total for a distance of 1783.76 feet to a steel stake with plastic cap marked "CDS/MUERY" in the south line the Encino Park Subdivision Unit 2 recorded in Envelope 277, Side A of the Maverick County Plat Records for the northwest corner of said 0.682 acre tract and the northwest corner of the herein described tract;



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**DIRKSEN ENGINEERING****TBPE FIRM # F-8848 TBPLS FIRM # 10193741**

**THENCE** N89°38'37"E, at 10 feet passing the northwest corner of said 10.938 acre Monsa tract and continuing for a total distance of 184.16 feet to a steel stake set at the southeast corner of Block 1, Lot 10 and the west line of an 80 feet wide right of way described on said Encino Park Subdivision Unit 2 and at southwest corner of the remainder of a 6.851 acre tract described in conveyance document to Monsa, LTD recorded in Volume 803, Pages 387-392 of the Maverick County Official Public Records and at the northwest corner of a 2.03 acre tract described as Exhibit B in conveyance document to Eagle Pass Independent School District recorded in Volume 1158, Pages 46-50 of the Maverick County Official Public Records for a northwest corner of the herein described tract;

**THENCE** S00°23'11"E with the west line of said 2.03 acre tract 531 feet passing the ostensible north line of Survey 3 and continuing for a distance of 870.29 feet to a steel stake set in the northwest line of said Easement and Right of Way and at the northwest corner of said 1.66 acre tract for a reentrant corner of the herein described tract;

**THENCE** N60°46'23"E with the southeast line of said 2.03 acre tract, at 9.17 feet passing the northwest corner of said 1.02 acre tract, at 45.68 feet passing the northwest corner of the 1.27 acre remainder of said 2.044 acre tract, at 85.56 feet passing a steel stake found marking the northwest corner of said 9.148 acre tract and the southwest corner of a 12 acre tract described as Exhibit A in conveyance document to the Eagle Pass Independent School District recorded in Volume 1158, Pages 46-50 of the Maverick County Official Public Records and continuing for a total distance of 397.36 feet to a steel stake set for the northwest corner of a 567.49 acre tract described at Tract A in conveyance document to The Trust Company recorded in Volume 1246, Pages 205-238 of the Maverick County Official Public Records and the northeast corner of said 9.148 acre tract and the northeast corner of the herein described tract;

**THENCE** S00°27'35"E, at 464 feet passing said gas line easement, at 877.82 feet passing the northwest corner of a 10.19 acre tract out of said 567.49 acre Tract A, surveyed this same date, and continuing for a total distance of 1551.54 feet to a steel stake set in the north line of said 0.722 acre tract for a reentrant corner of the herein described tract;

**THENCE** S89°26'51"E with the north line of said 0.722 acre tract for a distance of 160.77 feet to a steel stake set for the an angle point in the north line of the herein described tract;

**THENCE** S52°23'19"E continuing with the north line of said 0.722 acre tract for a distance of 26.71 feet to a steel stake set in the northwest line of the 150 feet wide right of way for the main canal operated by the Maverick County Water Control and Improvement District Number 1 recorded in Volume 29, Pages 435- of the Maverick County Deed Records for the east most corner of the herein described tract;

MANUALLY CROPPED TO FIT IN LETTER SIZE



EXHIBIT

**A**

**THENCE** Southwesterly with the west right of way of said main canal following a curve to the left having a radius of 648 feet, chord distance of 452.52 feet and chord bearing of S32°30'35"W, at an arc length of 441.77 feet passing the north line of a 20 feet wide drainage, utility and access easement recorded in Volume 1134, Pages 57-64 of the Maverick County Official Public Records and continuing for a total arc length of 462.26 feet to a steel stake set in the north line of Second Street for the southeast corner of the herein described tract;



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MANUALLY CROPPED TO FIT IN LETTER SIZE

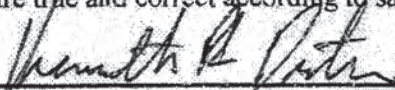


**DIRKSEN ENGINEERING****TBPE FIRM # F-8848    TBPLS FIRM # 10193741**

**THENCE** N89°27'27"W with the north right of way of Second Street, at 19.09 feet passing the southeast corner of said 1.20 acre tract, at 117.49 feet passing the southeast corner of said 3.260 acre tract, at 472.49 feet passing the southeast corner of said 0.685 acre tract and continuing for a total distance of 660.73 feet to the **POINT OF BEGINNING** containing 29.96 acres of land, being 27.71 acres in Abstract 1007 and 2.25 acres in Abstract 1112, within the herein described boundary as surveyed by DIRKSEN ENGINEERING on December 16, 2011.

THE STATE OF TEXAS:  
 COUNTY OF UVALDE:

It is hereby certified that the foregoing field note description and Attached plat were prepared from an actual on the ground survey Made by personnel working under my direct supervision and that Same are true and correct according to same said survey.

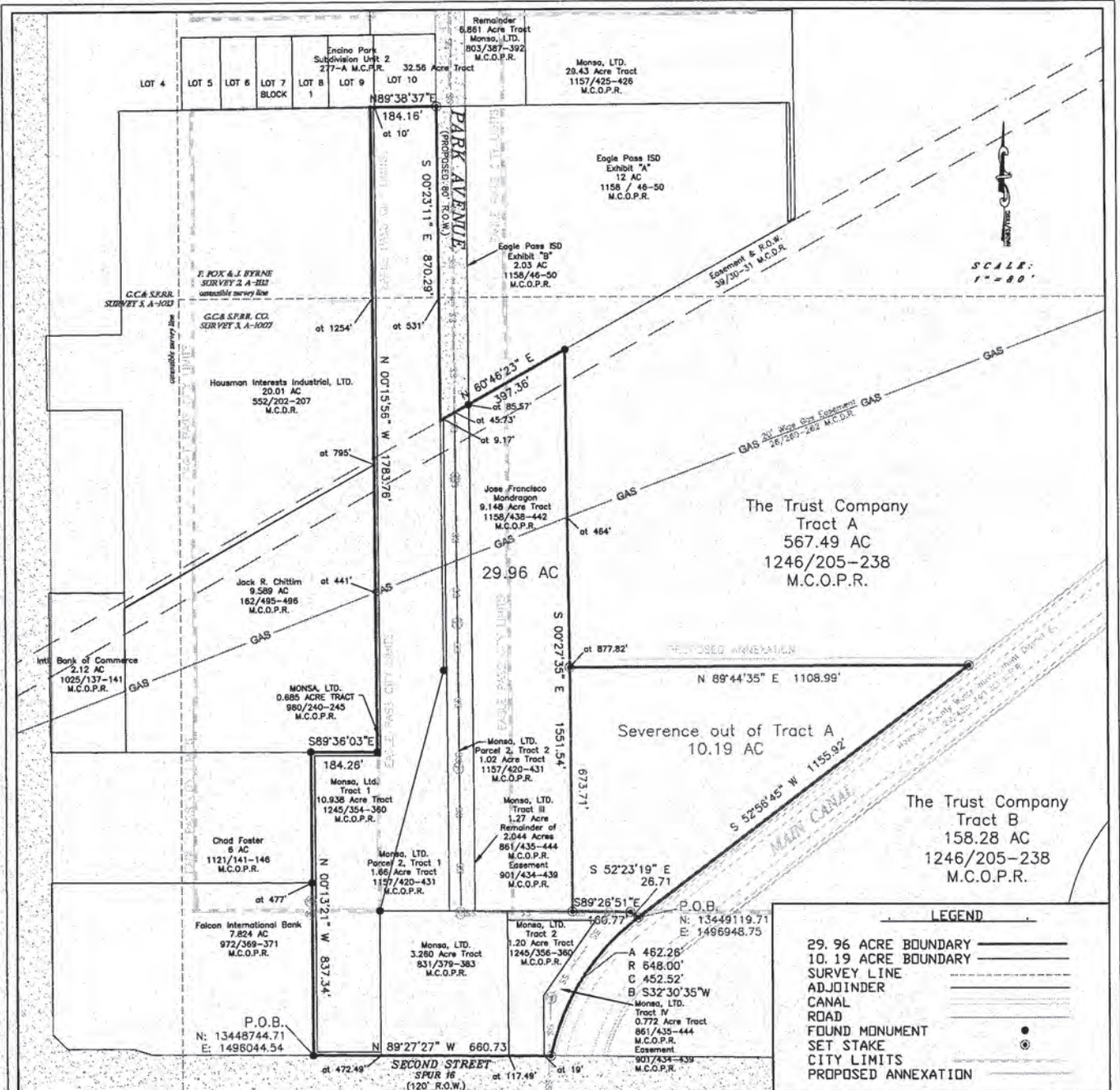


Kenneth R. Dirksen, P.E., R.P.L.S.  
 Registered Professional Land Surveyor No. 6260



**JOB NO. 11-0051**

Update for 10.938 and 1.20 acre tract deed references



SCALE: 1" = 80'

**LEGEND**

- 29.96 ACRE BOUNDARY
- 10.19 ACRE BOUNDARY
- SURVEY LINE
- ADJOINER
- CANAL
- ROAD
- FOUND MONUMENT
- SET STAKE
- CITY LIMITS
- PROPOSED ANNEXATION

**PLAT SHOWING:**

A 29.96 acres tract of land partly out of G.C.&S.F.R.R. Co. Survey 3, Abstract 1007 and partly out of F. Fox and J. Byrne Survey 2, Abstract 1112, Maverick County, Texas and being a composite of the following conveyances recorded in the Maverick County Official Public Records:

Acres	Tract	Grantee	Volume/Pages
10.938 AC	Tract 1	Monso, LTD	1245/354-360
1.20 AC	Tract 2	Monso, LTD	1245/354-360
9.148 AC		Jose Francisco Mondragon	1158/438-442
1.66 AC	Parcel 2, Tract 1	Monso, LTD	1157/420-431
1.02 AC	Parcel 2, Tract 2	Monso, LTD	1157/420-431
0.685 AC		Monso, LTD.	980/240-245
2.044 AC	Tract III	Monso, LTD	861/435-444
0.772 AC	Tract IV	Monso, LTD	861/435-444
3.260 AC		Monso, LTD	831/379-383

And,  
A 10.19 acres severance survey out of G.C.&S.F.R.R. Co. Survey 3, Abstract 1007, Maverick County, Texas and being out of a 567.49 acre tract described as Tract A in conveyance document to The Trust Company recorded in Volume 1246, Pages 205-238 of the Maverick County Official Public Records



STATE OF TEXAS  
COUNTY OF UVALDE

I, KENNETH R. DIRKSEN, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT SAME IS TRUE AND CORRECT ACCORDING TO SAID SURVEY. THE PLAT IS PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF THE STATE OF TEXAS AND IS ALSO CORRECTED BY THE PROVISIONS OF THE SURVEYING ACT OF THE STATE OF TEXAS. I ASSUME NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAT UNLESS THEY ARE POINTED OUT BY OTHER THAN THE COPIES BEARING MY ORIGINAL SEAL AND SIGNATURE.

FIELD WORK COMPLETED: October 4, 2011

*Kenneth R. Dirksen*  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 0280

PRODUCT NO. 11-0051  
DRAWING NO. 11-0051  
DATE: JANUARY 11, 2011



COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO:  
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING  
12100 PARK 35 CIRCLE  
RD.C. A, SUITE 136 MC 230  
AUSTIN, TEXAS 78755

NOTES:  
SEE CORRESPONDING FIELD NOTES FOR FURTHER DESCRIPTION, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON CONFORM TO THE TEXAS COORDINATE SYSTEM NORTH AMERICAN DATUM 1983, TEXAS SOUTH CENTRAL ZONE.  
NOT ALL IMPROVEMENTS SHOWN  
1/2" DIAMETER STEEL STAKES WITH IDENTIFICATION CAPS STAMPED "DIRKSEN/0280" SET AT ALL CORNERS UNLESS OTHERWISE NOTED OR SHOWN.

**DIRKSEN ENGINEERING**

TYPE FIRM #F-0848  
TRPLS FIRM #10109741

311 NORTH GETTY ST.  
UTVALDE, TEXAS 78001  
PHONE: 630-578-2100

PREPARED FOR:  
Monso, LTD.  
2423 Second St.  
Eagle Pass, TX 78852

PURPOSE OF SURVEY:  
Boundary Retacement



Doc# 169033  
Book: 1326  
Pages: 47 - 54

Filed & Recorded  
01/20/2012 12:11PM  
SARA MONTEMAYOR  
COUNTY CLERK  
MAVERICK

GENERAL RECORDING FEE	\$	29.00
RECORDS PRESERVATION FUN	\$	5.00
COURTHOUSE SECURITY FEE	\$	3.00
HB370- REC MGT	\$	5.00

Norma Cantu Deputy

STATE OF TEXAS  
COUNTY OF MAVERICK  
I hereby certify that this instrument was filed on the date and time stamped thereon by me and was duly recorded in the OFFICIAL PUBLIC RECORDS of Maverick County, Texas.

Any provisions herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under federal law.

SARA MONTEMAYOR  
COUNTY CLERK MAVERICK COUNTY, TEXAS

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**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.**

**SPECIAL**  
**WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** May 1, 2009

**Grantor:** JP MORGAN CHASE BANK, N.A., TRUSTEE OF THE PENNY MORRILL TRUST, SUSAN MCCLOSKEY TRUST, MARY JANE FLETCHER TRUST, JAMES C. CHITTIM TRUST, CIRO CHITTIM TRUST AND TAO CHITTIM BENNETT TRUST

**Grantor's Mailing Address (including county):**

JP Morgan Chase Bank, N.A.  
Attention: Kyle E. Gubernator  
TX3-7213  
P. O. Box 47531  
San Antonio, Texas 78265-7531  
Bexar County

**Grantee:** MONSA, LTD.

**Grantee's Mailing Address (including county):**

MONSA, LTD.  
1081 Vista Hermosa  
Eagle Pass, Texas 78852  
Maverick County

**Consideration:** TEN AND 00/100 DOLLARS (\$10.00) and a note of even date that is in the principal amount of SIX HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED FIVE AND 00/100 DOLLARS (\$648,205.00), and is executed by Grantee, payable to the order of Falcon International Bank. The note is secured by a vendor's lien retained in favor of Falcon International Bank in this deed and by a Deed of Trust of even date executed by Grantee to Ray A. Gonzales, Trustee.

**Property (including any improvements):**

Surface Estate Only and subject to all rights, privileges and immunities relating to interests not constituting part of the surface to the following described property:



**Parcel 1:**

Tract 1: Being all that certain tract or parcel of land together with all improvements thereon, and being 3.53 Acre Tract of land lying and situated in Maverick County, Texas, out of Survey 2, Abstract 1112 F. Fox & J. Byrne, Original Grantee, and being out of a 1392.6364 acre tract as described in deed dated January 31, 1977 from J. M. Chittim, as Independent Executor of the Estate of Thelma Neal Chittim, deceased, to Atlee Neal Chittim and Jack Robert Chittim Trust recorded in Vol. 169, Page 204, Deed Records of Maverick County, Texas, said 3.53 acre tract being more particularly described by Metes and Bounds in Exhibit "A" attached hereto and made a part hereof.

Tract 2: Being all that certain tract or parcel of land together with all improvements thereon, and being 29.43 Acre Tract of land lying and situated in Maverick County, Texas, out of Survey 2, Abstract 1112 F. Fox & J. Byrne, Original Grantee, and being out of a 1392.6364 acre tract as described in deed dated January 31, 1977 from J. M. Chittim, as Independent Executor of the Estate of Thelma Neal Chittim, deceased, to Atlee Neal Chittim and Jack Robert Chittim Trust recorded in Vol. 169, Page 204, Deed Records of Maverick County, Texas, said 29.43 acre tract being more particularly described by Metes and Bounds in Exhibit "B" attached hereto and made a part hereof.

**Parcel 2:**

Tract 1: Being all that certain tract or parcel of land together with all improvements thereon, and being 1.66 Acre Tract of land lying and situated in Maverick County, Texas, out of Survey 3, Abstract 1007 G. C. & S. F. RR, Original Grantee, and being out of a 1392.6364 acre tract as described in deed dated January 31, 1977 from J. M. Chittim, as Independent Executor of the Estate of Thelma Neal Chittim, deceased, to Atlee Neal Chittim and Jack Robert Chittim Trust recorded in Vol. 169, Page 204, Deed Records of Maverick County, Texas, said 1.66 acre tract being more particularly described by Metes and Bounds in Exhibit "C" attached hereto and made a part hereof.

Tract 2: Being all that certain tract or parcel of land together with all improvements thereon, and being 1.02 Acre Tract of land lying and situated in Maverick County, Texas, out of Survey 3, Abstract 1007 G. C. & S. F. RR, Original Grantee, and being out of a 1392.6364 acre tract as described in deed dated January 31, 1977 from J. M. Chittim, as Independent Executor of the Estate of Thelma Neal Chittim, deceased, to Atlee Neal Chittim and Jack Robert Chittim Trust recorded in Vol. 169, Page 204, Deed Records of Maverick County, Texas, said 1.02 acre tract being more particularly described by Metes and Bounds in Exhibit "D" attached hereto and made a part hereof.

**Parcel 3:**

Being all that certain tract or parcel of land together with all improvements thereon, and being Lot 1, in Block 2, Crown Ridge Subdivision, Unit 1, in the City of Eagle Pass, Maverick County, Texas, as shown on the plat of said Unit 1 which is of record in Envelope 259, Side B, Map Records of Maverick County, Texas.

**Reservations from and Exceptions to Conveyance and Warranty:**

1. As to Parcels 1-3: Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.
2. As to Parcels 1-2: Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection might disclose.
3. As to Parcel 1: Terms and conditions of that certain sewer line recorded in Vol. 861, Page 435, Official Public Records of Maverick County, Texas, shown on survey dated February 16, 2009, done by Francisco Gaytan, a Registered Professional Land Surveyor.
4. As to Parcel 1 Tract 2: Easement and Right of Way granted to Central Power and Light Company dated August 26, 1992, recorded in Vol. 368, Page 273, Official Public Records of Maverick County, Texas.
5. As to Parcels 1-2: Easement granted to Texas Gas Utilities Company, recorded in Vol. 26, Page 260, Deed Records of Maverick County, Texas.
6. As to Parcels 1-2: Easement and Right of Way granted to Central Power and Light Company, recorded in Vol. 39, Page 30, Deed Records of Maverick County, Texas.
7. As to Parcels 1-2: Easement granted to Central Power and Light Company, recorded in Vol. 26, Page 524, Deed Records of Maverick County, Texas.
8. As to Parcel 3: A 20 foot building setback as shown on the plat of said Unit 1.
9. As to Parcel 3: A 10 foot building setback as shown on the plat of said Unit 1.
10. As to Parcel 3: A 15 foot Electrical Easement as shown on the plat of said Unit 1.
11. As to Parcel 3: Drainage, Utility and Electrical Easement over and across the rear 20 feet of said lot as shown on the plat of said Unit 1.
12. As to Parcels 1-3: Easement and Right of Way granted to Central Power and Light Company dated March 28, 1957, recorded in Vol. 52, Page 450, Deed Records of Maverick County, Texas.
13. As to Parcels 1-2: Any and all leases recorded and unrecorded and rights of parties therein.
14. As to Parcels 1-3: All interest in and to all oil, gas and other minerals in, on, under or that may be produced from the above described property, together with all rights relating thereto, expressed or implied, said minerals having been severed from the surface estate in deed recorded in Vol. 32, Page 79, Deed Records of Maverick County, Texas.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the above described property, together with all the rights and appurtenances lawfully accompanying it, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to warrant and forever defend all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. Falcon International Bank, at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinabove described Note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of Falcon International Bank and the same are hereby TRANSFERRED AND ASSIGNED to said Falcon International Bank, its successors and assigns.

Seller is conveying the Property in its AS IS, WHERE IS condition, with all faults. Seller has no knowledge of the condition of the Property, or any portion of it. Seller disclaims any and all representations and warranties in respect to the condition of the Property, or any portion thereof, including, without limitation, warranties of merchantability for any particular purpose or use or habitability. Buyer has acknowledged that Seller has made no, and disclaims all, representations and warranties, express or implied, in respect to the condition of the Property pursuant to a will or as the result of a trust created by a will or a grant in connection with the establishment of a grantor trust or guardianship or conservatorship, and has never used or occupied the Property. Buyer confirms the disclaimers set forth therein.

It is understood and agreed, however, that (i) JP Morgan Chase Bank, N.A. is acting herein only in a fiduciary capacity and not otherwise, (ii) that JP Morgan Chase Bank, N.A. shall never have any individual or corporate liability or responsibility under or by virtue of this Deed for the transaction of which this Deed is a part, and (iii) that the foregoing provisions shall be forever binding upon Grantee, their heirs, legal representatives, and assigns.

When the context requires, singular nouns and pronouns include the plural.

PENNY MORRILL TRUST, SUSAN MCCLOSKEY TRUST, MARY JANE FLETCHER TRUST, JAMES C. CHITTIM TRUST, CIRO CHITTIM TRUST AND TAO CHITTIM BENNETT TRUST

JP Morgan Chase Bank, N.A., Trustee

By: *Kyle E. Gubernator*  
Kyle E. Gubernator, Vice President

state of Texas  
County of Bexar

This instrument was acknowledged before me on this 1st of May, 2009, by Kyle E. Gubernator, Vice President of JPMorgan Chase Bank, N.A., Trustee of the Penny Morrill Trust and the Susan McClosky Trust, and the Mary Jane Fletcher Trust, and the James C. Chittim Trust, and the Ciro Chittim Trust, and the Tao Chittim Bennett Trust.

4

*Jacqueline Eccles*  
JACQUE ECCLES  
Notary Public, State of Texas  
My Comm. Expires 02-07-2013



## EXHIBIT "A"

FIELD NOTES FOR A 3.53 ACRE TRACT

Being a 3.53 Acre Tract of land, lying and situated in Maverick County, Texas out of F. Fox & J. Byrne, Survey 2, Abstract 1112, said 3.53 Acre Tract being a portion of a 1392.6364 Acre Tract described as "schedule A" in executor's deed of the "Atlee Neal Chittim and Jack Robert Chittim Trust" and recorded in Volume 169, Pages 204-221 of the Maverick County Deed Records; said 3.53 Acre Tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod, falling N89°36'49"E, 20.00 feet from the northwest corner of Lot 3, Block 2, Encino Park Subdivision Unit No. 2 as shown by plat recorded in Envelope 277, Side A of the Maverick County Map Records:

THENCE along the east line of 20 feet wide electric easement, as described in deed to MONSA, recorded in Volume 890, Page 271 of the Maverick County Deed Records, N00°23'11"W, 961.05 feet to a ½" iron rod;

THENCE along the south line of 40 feet wide sanitary sewer easement, as described in deed to MONSA, recorded in Volume 861, Page 435 of the Maverick County Deed Records; N89°36'49"E, 160.00 feet to a corner;

THENCE along the west line of said 40 feet wide sanitary sewer easement, S00°23'11"E, 961.05 feet to a corner of this survey tract;

THENCE S89°36'49"W, 160.00 feet to the POINT OF BEGINNING.

STATE OF TEXAS            XX  
COUNTY OF MAVERICK XX

April 6, 2009

I, Francisco Gaytan, Registered Professional Land Surveyor, hereby certify that the above description of a 3.53 Acre Tract was obtained from a survey conducted on the ground under my supervision.



*Francisco Gaytan*  
Francisco Gaytan  
Registered Professional Land Surveyor  
Texas No. 5474

09-182

EXHIBIT  
**B**

## EXHIBIT "B"

FIELD NOTES FOR A 29.43 ACRE TRACT

Being a 29.43 Acre Tract of land, lying and situated in Maverick County, Texas out of F. Fox & J. Byrne, Survey 2, Abstract 1112, said 29.43 Acre Tract being a portion of a 1392.6364 Acre Tract described as "Schedule A" in executor's deed of "Allee Neal Chittim and Jack Robert Chittim Trust", and recorded in Volume 169, Page 204-221 of the Maverick County Deed Records; said 29.43 Acre Tract being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod for northeast corner of Lot 3, Block 2, Encino Park Subdivision Unit No. 2, as shown by plat recorded in Envelope 277, Side A of the Maverick County Map Records; thence N89°36'49"E, 48.00 feet to a ½" iron rod for the southeast corner of that 40 feet wide sewer right of way line; as described in deed to MONSA recorded in Volume 861, Page 435 of the Maverick County Deed Record:

THENCE along the east right of way line of said sewer line,  
N00°23'11"W, 1001.05 feet to a ½" iron rod,  
for a corner;

THENCE continuing along the north line of said sewer line right of way,  
S89°36'49"W, 200.00 feet to a ½" iron rod;

THENCE N00°23'11"W along the east right of way line of 20 feet wide electric line,  
115.00 feet to a ½" iron rod,  
for northwest corner of this survey tract;

THENCE N89°36'49"E, 1042.00 feet to a ½" iron rod,  
for northeast corner of this survey tract;

THENCE S00°23'11"E, 1311.05 feet to a ½" iron rod,  
for a corner of this survey tract;

THENCE the east extensions of the north line of Encino Park Drive (60' R.O.W.)  
N89°36'49"E, 111.02 feet to a ½" iron rod,  
for a corner of this survey tract;

THENCE S00°23'11"E passing at 255.00 feet to a 20 feet east of the ½" iron rod,  
for the northeast corner of 12.00 Acre Tract,  
continuing for a total distance 576.65 feet to a ½" iron rod,  
for a corner of this survey tract;

THENCE along a line 40 feet north of the existing electric transmission line A,  
S60°49'48"W, 22.82 feet to a ½" iron rod,  
for southeast corner of a 12.00 Acre Tract;

Continue.....29.43 Acre Tract

THENCE along the east line of said 12.00 Acre Tract,  
N00°23'11"W, 332.64 feet to a 1/2" iron rod,  
for the northeast corner of said 12.00 Acre Tract;

THENCE along the north line of said 12.00 Acre Tract,  
S89°36'49"W, 723.02 feet to a 1/2" iron rod,  
for the southeast corner,  
that certain 6.861 Acre Tract,  
described in deed to MONSA recorded in Volume 803, Page 388,  
of Maverick County Deed Records;

THENCE along the east line of said 6.861 Acre Tract,  
N00°23'11"W, 450.00 feet to a 1/2" iron rod,  
for northeast corner of said 6.861 Acre Tract;

THENCE with north line of said 6.861 Acre Tract,  
S89°36'49"W, 210.00 feet to the POINT OF BEGINNING.

STATE OF TEXAS           XX  
COUNTY OF MAVERICK XX

April 6, 2009

I, Francisco Gaytan, Registered Professional Land Surveyor, hereby certify that the above description of a 29.43 Acre Tract was obtained from a survey conducted on the ground under my supervision.



04/06/09

Francisco Gaytan  
Francisco Gaytan  
Registered Professional Land Surveyor  
Texas No. 5474

09-182

## EXHIBIT "C"

FIELD NOTES FOR A 1.66 ACRE TRACT

Being a 1.66 Acre Tract of land, lying and situated in Maverick County, Texas out of G.C. & S.F.R.R., Survey 3, Abstract 1047 and being a portion of a 1392.6364 Acre Tract described as "Schedule A" in executor's deed of "Atlee Neal Chittim and Jack Robert Chittim Trust", and recorded in Volume 169, Page 204-221 of the Maverick County Deed Records; said 1.66 Acre Tract being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod northeast corner of Lot 3, Block 2, Encino Park Subdivision Unit No. 2, as shown by plat recorded in Envelope 277, Side A of the Maverick County Map Records; thence along the west right of way line of proposed (80' R.O.W.) Mondragon Boulevard; S00°23'11"E, 1321.60 feet to a ½" iron rod for the Point of Beginning:

(Bearings are based as found northeast corner of Lot 3, Block 2, Encino Park Subdivision Unit No. 2 from which pass 2, a U.S. Coast & Geodetic Concrete Monument, bears S42°34'56"E, 7256.898 feet and the north line of Encino Park Drive has a bearing N89°36'49"E, called to be N88°55'18"E in subdivision plat recorded in Envelope 277, Side A Maverick County Map Records):

THENCE N60°49'48"E, 9.13 feet to a ½" iron rod,  
for northeast corner of this tract;

THENCE along the west line of sewer line (40' R.O.W.),  
described in deed to MONSA,  
recorded in Volume 861, Page 435 of the Maverick County Deed Records,  
S00°23'11"E, 1358.69 feet to a ½" iron rod,  
for southeast corner of this tract;

THENCE along the north line of 3.26 Acre Tract,  
described in deed to MONSA,  
recorded in Volume 831, Page 379 of the Maverick County Deed Records,  
N89°25'17"W, 192.78 feet to a ½" iron rod,  
found for northwest corner of said 3.26 Acre Tract,  
and for southwest corner of this tract;

THENCE N15°12'13"E, 687.22 feet to a ½" iron rod,  
for corner of this tract;

THENCE along the west line of proposed (80' R.O.W.) Mondragon Boulevard,  
N00°23'11"W, 689.13 feet to the POINT OF BEGINNING.

STATE OF TEXAS           XX  
COUNTY OF MAVERICK XX

April 15, 2009

I, Francisco Gaytan, Registered Professional Land Surveyor, hereby certify that the above description of a 1.66 Acre Tract was obtained from a survey conducted on the ground under my supervision.



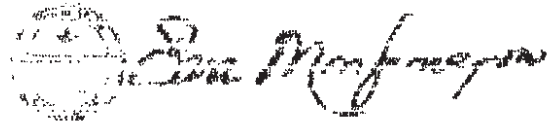
*Francisco Gaytan*  
Francisco Gaytan  
Registered Professional Land Surveyor  
Texas No. 5474

09-188



Doc# 154566  
 Book: 1157  
 Pages: 429 - 429  
 Filed & Recorded  
 4/17/2013 4:49PM  
 SARA MINTI-MAYOR  
 COUNTY CLERK  
 MAVERICK  
 RECORDING FEE \$ 37.00  
 RECORDS PRESERVATION \$ 5.00  
 CONTINUOUS SECURITY \$ 3.00  
 10/3/09 - REC MGF \$ 5.00  
 SARA MINTI-MAYOR

STATE OF TEXAS  
 COUNTY OF MAVERICK  
 I hereby certify that this instrument was filed  
 on the date and time stamped thereon  
 by me and was duly recorded in the  
 OFFICIAL PUBLIC RECORDS of  
 Maverick County, Texas.



COUNTY CLERK MAVERICK COUNTY

Any provisions herein which restricts  
 the sale, rental or use of the described real p  
 property because of color or race  
 is invalid and unenforceable under  
 federal law.

Book 1157 Page 429



**NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.**

### GENERAL WARRANTY DEED

Date: May 7, 2009.

Grantors: **MONSA, LTD., A TEXAS LIMITED PARTNERSHIP**

Grantor's Mailing Address: 2423 Second St., Suite A, Eagle Pass, Maverick County, Texas 78852.

Grantee: **EAGLE PASS INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas.**

Grantee's Mailing Address: 1420 Eidson, Eagle Pass, Maverick County, Texas 78852.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the proof and sufficiency of which are hereby acknowledged.

Property (including any improvements):

A 12.00 acre tract of land lying and situated in Maverick County, Texas out of Survey 2, Abstract 1112 and Survey 3, Abstract 1007, and being out of the Chittim Estate, said tract being more fully described by metes and bounds in **Exhibit A**, attached hereto and made a part thereof;

and

A 2.03 acre tract lying and situated in Maverick County, Texas, and out of Survey 2, Abstract 1112 and Survey 3, Abstract 1007, and being out of the Chittim Estate, said 2.03 acre tract being more fully described by metes and bounds in **Exhibit B**, attached hereto and made a part thereof.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: All existing easements, rights-of-way, restrictions, and covenants, but only to the extent they are valid and of record in Maverick County, Texas.

Grantors, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantors bind Grantors and Grantors' heirs, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

**MONSA, LTD., A TEXAS LIMITED PARTNERSHIP**

By: *Jose Francisco Mondragon*

Title: Partner

Printed Name: *JOSE FRANCISCO MONDRAGON*

STATE OF TEXAS           §  
  §  
COUNTY OF MAVERICK   §

This instrument was acknowledged before me on the *2<sup>th</sup>* day of May, 2009, by *Jose Francisco Mondragon* partner on behalf of MONSA, LTD., A TEXAS LIMITED PARTNERSHIP. & *Remelia S. Mondragon*



*Castellon*  
Notary Public, State of Texas

After Recording Return to:  
Escamilla & Poneck, Inc.  
Attn. Bob Ramirez  
700 N. St. Mary's St., Suite 850  
San Antonio, Texas 78205



**EXHIBIT "A"****FIELD NOTES FOR A 12.00 ACRE TRACT**

Being a 12.00 Acre Tract of land, lying and situated in Maverick County, Texas part in F.Fox and J. Byrne, Survey 2, Abstract 1112, and part in Gulf Colorado and Santa Fe Railroad Company, Survey 3, Abstract 1007, said 12.00 Acre Tract being a portion of a 1392.6364 Acre Tract described as "schedule A" in executor's deed of the "Atlee Neal Chittim and Jack Robert Chittim Trust" and recorded in Volume 169, Page 204-221 of the Maverick County Deed Records; said 12.00 Acre Tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod set for northwest corner of this 12.00 Acre Tract; from which a ½" iron rod the southeast corner of Lot 10, Block 1, Encino Park Subdivision Unit No. 2, as shown by plat recorded in Envelope 277, Side A of the Maverick County Map Records bears N89°36'49"W, 80.00 feet:

THENCE N89°36'49"E, 901.02 feet to a ½" iron rod,  
set for northeast corner of this 12.00 Acre Tract;

THENCE S00°23'11"E, 332.64 feet to a ½" iron rod,  
set for southeast corner of this 12.00 Acre Tract;

THENCE along a line,  
40 feet north and parallel to the centerline of electric transmission line,  
S60°49'48"W, 1028.04 feet;

THENCE along the east line of proposed Mondragon Boulevard (80.00 R.O.W.),  
N00°23'11"W, 827.65 feet to the POINT OF BEGINNING.

STATE OF TEXAS                    XX  
COUNTY OF MAVERICK    XX

February 16, 2009

I, Francisco Gaytan, Registered Professional Land Surveyor, hereby certify that the above description of a 12.00 Acre Tract was obtained from a survey conducted on the ground under my supervision.



*Francisco Gaytan*  
Francisco Gaytan  
Registered Professional Land Surveyor  
Texas No. 5474

09-137

**EXHIBIT "B"****FIELD NOTES FOR A 2.03 ACRE TRACT**

(80.0' R.O.W. proposed Mondragon Boulevard)

Being a 2.03 Acre Tract of land, lying and situated in Maverick County, Texas and being part in F.Fox and J. Byrne, Survey 2, Abstract 1112, and part in Gulf Colorado and Santa Fe Railroad Company, Survey 3, Abstract 1007, said 2.039 Acre Tract being a portion of a 1392.6364 Acre Tract described as "schedule A" in executor's deed of the "Atlee Neal Chittim and Jack Robert Chittim Trust" and recorded in Volume 169, Page 204-221 of the Maverick County Deed Records; said 2.039 Acre Tract being part of a 6.861 Acre Tract described in deed to Monsa recorded in Volume 803, Page 388 of the Maverick County Deed Records; and part of a certain sewer right of way 40 feet wide, described in deed to Monsa, recorded in Volume 865, Page 435 of the Maverick County Deed Records; also a strip of land 8.00 feet wide of Chittim Estate and another strip of land 32 feet wide of Chittim Estate Lands; said 2.039 Acre Tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod found for southeast corner of Lot 10, Block 1, Encino Park Subdivision Unit No. 2, as shown by plat recorded in Envelope 277, Side A of the Maverick County Map Records, being the south line of 6.861 Acre Tract described in deed to Monsa recorded in Volume 803, Page 388 of the Maverick County Deed Records; also falling on the proposed west line of 80 feet R.O.W. Mondragon Boulevard:

THENCE along the east line of Lot 10,  
the west line of proposed Mondragon Boulevard 80.0 feet R.O.W.,  
N00°23'11"W, 255.00 feet to the northwest corner of this 2.03 Acre Tract;

THENCE N89°36'49"E, 80.00 feet,  
to northeast corner of this 2.03 Acre Tract;

THENCE along the east line,  
of proposed Mondragon Boulevard (80.0 feet R.O.W.),  
S00°23'11"E passing at 255.00 feet the south line of said 6.861 Acre Tract,  
continuing along the west line of proposed 12.00 Acre Tract,  
for a total distance of 1082.65 feet to a ½" iron rod,  
for the southeast corner of this 2.03 Acre Tract;

THENCE along a line 40 feet  
north of and parallel to the centerline of electric transmission line,  
S60°49'48"W passing at 36.51 feet the east line of a 40 feet wide sewer line,  
and at 82.15 the west line of said sewer line,  
described in deed to Monsa,  
recorded in Volume 865, Page 435 of the Maverick County Deed Records,  
continuing for a total distance of 91.28 feet,  
to the southwest corner of this 2.03 Acre Tract;

Continue.....2.03 Acre Tract

THENCE along the west line,  
of proposed Mondragon Boulevard (80 feet R.O.W.),  
N00°23'11"W, 871.60 feet to the POINT OF BEGINNING.

STATE OF TEXAS XX  
COUNTY OF MAVERICK XX

February 16, 2009

I, Francisco Gaytan, Registered Professional Land Surveyor, hereby certify that the above description of a 2.03 Acre Tract was obtained from a survey conducted on the ground under my supervision.



*02/16/09*

*Francisco Gaytan*  
Francisco Gaytan  
Registered Professional Land Surveyor  
Texas No. 5474

09-137

Doc# 154372  
Book: 1158  
Pages: 0046 - 0050  
Filed & Recorded  
05/11/2009 4:42PM  
SARA MONTEMAYOR  
COUNTY CLERK  
MAVERICK  
RECORDING FEE \$ 21.00  
RECORDS PRESERVATION \$ 3.00  
COURTHOUSE SECURITY \$ 3.00  
HB370 - REC MGT \$ 3.00  
NORMAC Deputy

STATE OF TEXAS  
COUNTY OF MAVERICK  
I hereby certify that this instrument was filed  
on the date and time stamped thereon  
by me and was duly recorded in the  
OFFICIAL PUBLIC RECORDS of  
Maverick County, Texas.



*Sara Montemayor*

COUNTY CLERK MAVERICK COUNTY

Any provisions herein which restricts  
the sale, rental or use of the described real p-  
roperty because of color or race  
is invalid and unenforceable under  
federal law.

Book 1158 Page 50



124

ORDINANCE NO. 00-03

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF EAGLE PASS, TEXAS, AND THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF SAID CITY CONSISTING OF APPROXIMATELY 217.25 ACRES OF LAND LYING AND SITUATED IN MAVERICK COUNTY, TEXAS, BOUNDED ON THE NORTH BY CHITTIM PROPERTIES, ON THE EAST BY THE WEST CITY LIMITS LINE RUNNING PARALLEL 400' WEST OF US 57, ON THE SOUTH BY THE NORTH CITY LIMITS LINE, 57 HEIGHTS SUBDIVISION, LAS CIMAS SUBDIVISION AND LATERAL 40, AND ON THE WEST BY THE EAST CITY LIMITS LINE RUNNING PARALLEL 300' EAST OF US 277 BUSINESS; AUTHORIZING IMPLEMENTATION OF THE SERVICE PLAN FOR SAID TERRITORY; ASSIGNING THERETO PERMANENT ZONING DISTRICT CLASSIFICATION, ALL AS DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City desires to annex the acreage described on attached Exhibit "A" to the City of Eagle Pass, Texas; and

WHEREAS, the City Council deems it in the best interests of the City to effect such extension of the boundaries of the City by annexation of the territory herein described; and

WHEREAS, on the 2nd day of November, 1999, at 5:30 p.m., a public hearing was held in the Council Chambers at City Hall, 100 South Monroe Street, giving all persons the right to appear and to be heard regarding the above-described annexation; and

WHEREAS, on the 9th day of November, 1999, at 5:30 p.m., a second public hearing was held in the Council Chambers at City Hall, 100 South Monroe Street, giving all persons the right to appear and to be heard regarding the above-described annexation; and

MANUALLY CROPPED TO FIT IN LETTER SIZE



Tuesday, March 19, 2013

EXHIBIT  
D

WHEREAS, notice of both of the above-referenced public hearings was published on October 21, 1999 in The News Gram, a newspaper having general circulation in the City of Eagle Pass, Maverick County, Texas, and within the territory to be annexed, and said publication date was not more than twenty (20) days, nor less than ten (10) days prior to the date of either one of the above-described public hearings; and

WHEREAS, the population of the City of Eagle Pass, Texas, is in excess of twenty thousand (20,000) inhabitants and the within described territory lies adjacent to and adjoins the City of Eagle Pass, Texas, and contains approximately 217.25 acres of land, more or less.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, that:




1

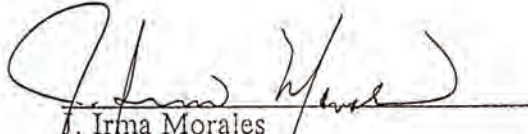
- SECTION 1. The matters and facts stated in the preamble hereof are affirmatively found to be true and correct.
- SECTION 2. The above-described land and territory lying adjacent to and adjoining the City of Eagle Pass, Maverick County, Texas, and being more particularly defined by metes and bounds on attached Exhibit "A", be and it is hereby annexed and incorporated into the limits of the territory of the City of Eagle Pass, Texas; and the present boundary limits of said City, at the various points contiguous to said area, shall be altered and amended so as to include said area within the corporate limits of the City of Eagle Pass, Texas.
- SECTION 3. The territory described on attached Exhibit "A", shall be part of the City of Eagle Pass, Texas, and the property so added hereby shall bear its prorata part of the taxes levied by the City of Eagle Pass, Texas, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of said City and shall be bound by the acts, ordinances and resolutions of said City.
- SECTION 4. The implementation of the Service Plan outlining the provisions of necessary municipal services to this tract of land is hereby authorized. A copy of said Service Plan is annexed hereto as Attachment I, and is incorporated herein by reference for all purposes.
- SECTION 5. Permanent Zoning District Classification of "R-1" (First One-Family Dwelling District) is hereby assigned to the above-described 217.25 acre tract of land, and the Zoning Ordinance of said City, dated March 11, 1959, and the "Zoning District Map -- Eagle Pass, Texas" therein referred to, are hereby amended to reflect these changes, and said Zoning Ordinance and said Zoning District Map shall not otherwise be affected by this Ordinance except to the extent and in the particulars hereinabove specifically provided for.



READ, PASSED, AND APPROVED ON FIRST READING this 7th Day of December, A.D., 1999.

  
\_\_\_\_\_  
Jose A. Aranda, Jr.  
Mayor

ATTEST:

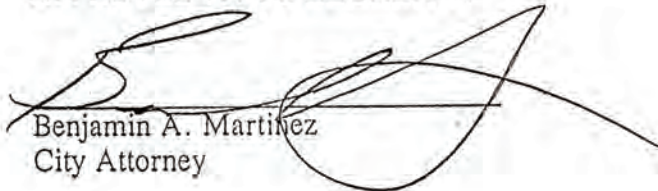
  
\_\_\_\_\_  
Irma Morales  
City Secretary

AYES: Aranda, Riojas, Sifuentes, and Serrano-Diaz

NAYS: None

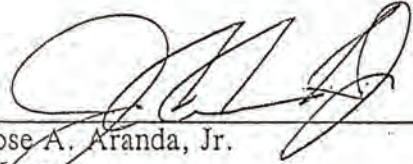
ABSENT: Herrera

APPROVED AS TO LEGALITY:

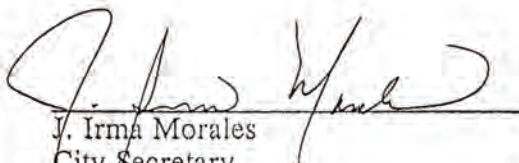
  
\_\_\_\_\_  
Benjamin A. Martinez  
City Attorney

126

READ, PASSED, AND APPROVED ON SECOND READING, this 21<sup>st</sup> Day of December, A.D., 1999.

  
\_\_\_\_\_  
Jose A. Aranda, Jr.  
Mayor

ATTEST:

  
\_\_\_\_\_  
J. Irma Morales  
City Secretary

AYES: Aranda, Riojas, Sifuentes, Serrano-Diaz,  
and Herrera

NAYS: None

ABSENT: None

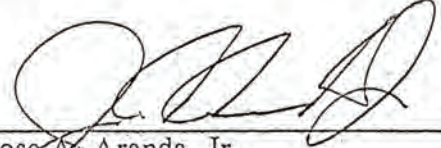
APPROVED AS TO LEGALITY:

  
\_\_\_\_\_  
Benjamin A. Martinez  
City Attorney

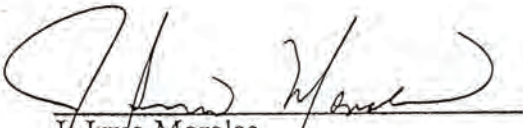
MANUALLY CROPPED TO FIT IN LETTER SIZE



READ, PASSED, AND APPROVED ON THIRD AND FINAL READING, this  
4<sup>th</sup> Day of January, A.D., 2000.

  
\_\_\_\_\_  
Jose A. Aranda, Jr.  
Mayor

ATTEST:

  
\_\_\_\_\_  
J. Irma Morales  
City Secretary

AYES: Aranda, Sifuentes, Serrano-Diaz, and  
Herrera

NAYS: None

ABSENT: David Riojas

APPROVED AS TO LEGALITY:

  
\_\_\_\_\_  
Benjamin A. Martinez  
City Attorney

"Exhibit A"

FIELD NOTES FOR A 217.25 ACRE TRACT

('99 City Limits Annexation)

Being a 217.25 Acre Tract of land lying and situated in Maverick County, Texas and being bounded on the north by a line 400.00 feet north and parallel to the east extension of Second Street, from the city limits line 300 feet east of Loop 431 to the city limits line 400.00 feet west of U.S. Highway 57, and on the west, south and east by the existing city limits line; said 217.25 Acre Tract being more particularly described by metes and bounds as follows:

BEGINNING at a point on the city limits line 300 feet east of Loop 431, and 206.00 feet north of Main Street, and falling on the north ROW line of Lateral 40 of the Maverick County Water Control and Improvement District No. 1;

THENCE along a line 300.00 feet east of Loop 431,  
N01°23'50"W, 4174.96 feet to a point 400.00 feet  
north of the intersection with the east extension  
of the north line of Second Street;

THENCE along a line 400.00 feet north of the east extension  
of the north line of Second Street:  
N89°26'50"E, 2819.64 feet to the PC of a curve to the left  
having a delta angle of 16°34'39", radius of 922.84 feet, tangents  
of 134.44 feet, an arc length of 267.01 feet, and a chord of  
N81°09'30"E, 266.08 feet

THENCE along said curve, a total distance of 267.01 feet to the PT;

THENCE continuing along 400 feet north of the proposed  
north line of Second Street,  
N72°52'11"E, 377.42 feet to the PC of a curve to the right  
having a delta angle of 28°41'35", radius of 1250 feet,  
tangents of 213.36 feet, an arc length of 422.65 feet, and  
a chord of N82°33'22"E, 420.64 feet;

THENCE along said curve, a total distance of 422.65 feet to the PT;

THENCE along the existing city limits line 400 feet west of  
the west line of U.S. Highway 57,  
S11°49'18"W, 2274.12 feet to a ½" iron rod being the northwest  
corner of the Southmost Marine Subdivision which is recorded in  
Envelope 144, Side A of the Maverick County Map Records;

THENCE S11°31'23"W, 2.90 feet to a ½" iron rod;

THENCE continuing along the existing city limits line, the north

continue.....217.25 Acre Tract

line of Central Freight Subdivision,  
N78°28'37"W, 426.24 feet to a ½" iron rod;

THENCE along the west line of Central Freight Subdivision,  
S11°31'23"W, 373.13 feet to a ½" iron rod;

THENCE along the north line of Sandoval Subdivision,  
S82°49'06"W, 420.00 feet to a ½" iron rod;

THENCE along the west line of Sandoval Subdivision,  
S11°31'23"W, 210.00 feet to a ½" iron rod;

THENCE along the north line of Calle De Los Santos,  
S82°49'06"W, 675.54 feet to a point on the west line of the  
Main Canal being on a curve having a delta angle of 05°34'57",  
radius of 497.96 feet, tangents of 23.99 feet, an arc length of  
47.94 feet, and a chord of N35°56'41"W, 47.92 feet;

THENCE along said curve, a total distance of 47.94 feet to the PT;

THENCE continuing along the west line of the Main Canal,  
N38°42'10"W, 394.03 feet to a point on the north line of  
Lateral No. 40;

THENCE along the north line of Lateral No. 40,  
S25°05'45"W, 377.73 feet to a ½" iron rod;

THENCE continuing along the city limits line, being the north  
line of Las Cimas Subdivision as per City Ordinance No. 96-13  
of the City of Eagle Pass,  
S89°19'00"W, 1273.91 feet to a ½" iron rod;

THENCE S01°23'50"E, 305.50 feet to a ½" iron rod;

THENCE N89°19'00"E, 1038.41 feet to a ½" iron rod;

THENCE along the norwesterly line of Lateral No. 40,  
the following calls:

S44°50'45"W, 915.11 feet to an angle point;

S13°25'41"W, 527.44 feet to an angle point;

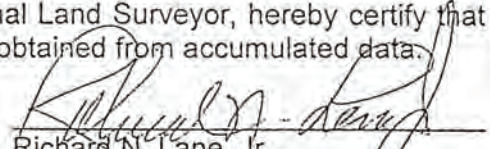
S69°30'41"W, 256.51 feet to the POINT OF BEGINNING.

continue,.....217.25 Acre Tract

STATE OF TEXAS       XX  
COUNTY OF MAVERICK XX

September 9, 1999

I, Richard N. Lane, Jr., Registered Professional Land Surveyor, hereby certify that the above description of a 217.25 Acre Tract was obtained from accumulated data.



Richard N. Lane, Jr.  
Registered Professional Land Surveyor  
Texas No. 2412



9/9/99

99-280

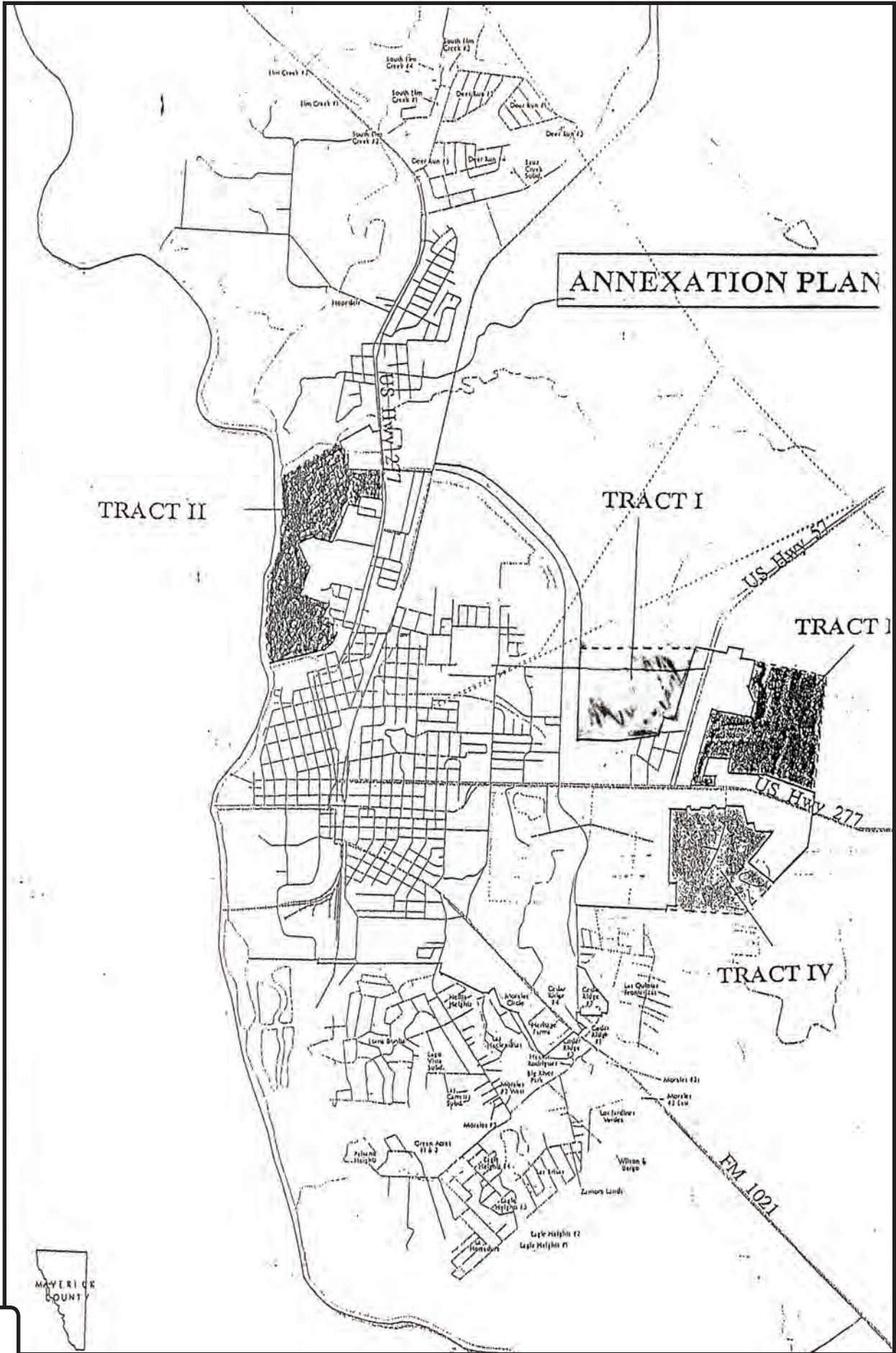


EXHIBIT  
**D**

## SERVICE PLAN

of a tract of land which consists of approximately 217.25 acres of land lying and situated in Maverick County, Texas, bounded on the north by Chittim properties, on the east by the west city limits line running parallel 400' west of US 57, on the south by the north city limits line, 57 Heights Subdivision, Las Cimas Subdivision and Lateral 40, and on the west by the east city limits line running parallel 300' east of US 277 Business

WHEREAS, THE CITY OF EAGLE PASS proposes to annex approximately 217.25 acres of land lying and situated in Maverick County, Texas, bounded on the north by Chittim properties, on the east by the west city limits line running parallel 400' west of US 57, on the south by the north city limits line, 57 Heights Subdivision, Las Cimas Subdivision and Lateral 40, and on the west by the east city limits line running parallel 300' east of US 277 Business, and being more particularly described by metes and bounds on attached Exhibit "A"; and

WHEREAS, the total area is composed of land containing a total of approximately 217.25 acres with no dwellings and no population currently thereon; and

WHEREAS, said tract is undeveloped; and

WHEREAS, the City of Eagle Pass desires to proceed with the annexation of approximately 217.25 acres of land lying and situated in Maverick County, Texas, and being more particularly described by metes and bounds on attached Exhibit "A"; and

WHEREAS, the Service Plan provides for a level of service equal to or higher than presently exists.

NOW, THEREFORE, THE CITY OF EAGLE PASS hereby adopts the following Service Plan for the aforementioned tract of land. Such Service Plan shall be construed as a contractual obligation in accordance with V.T.C.A., Local Government Code, Section 43.056, as amended:

1. Police Protection.

The Eagle Pass Police Department will respond to calls for assistance upon the effective date of annexation. Regularly scheduled police patrols will be extended into the area within six days of the effective date of annexation.

2. Fire Protection.

The Eagle Pass Fire Department will respond to calls for assistance upon the effective date of annexation.

3. Solid Waste Collection/Disposal will be provided under existing City Code.
4. All public improvements which have been properly platted, duly dedicated, and accepted by the City of Eagle Pass will be maintained in accordance with existing policies and schedules.
5. Public water and wastewater facilities will be maintained by the appropriate public agency/entity.
6. Public street lights will be maintained by the appropriate public agency/entity.
7. Publicly owned or operated parks, playgrounds, and swimming pools will be maintained by the appropriate public agency/entity.
8. Any other publicly owned facility, building or service will be maintained by the appropriate public agency/entity.

B. Two (2) Year Program.

1. The City will initiate the acquisition or construction of capital improvements necessary for providing water service within two (2) years of the effective date of annexation and to be substantially completed within four and one half (4 ½) years of the effective date of the annexation of the particular annexed area, and provided in accordance with the provisions, rules and regulations of existing City of Eagle Pass Water Works System Policies at the time of request. The regulations of the Eagle Pass Water Works Board of Trustees being attached hereto as Exhibit "B".



2. The City will initiate the acquisition or construction of capital improvements necessary for providing sanitary sewer service within two (2) years of the effective date of annexation and to be substantially completed within four and one half (4 ½) years of the effective date of the annexation of the particular annexed area, and provided in accordance with the policies of the City Sanitary Sewer Department. The rules and regulations of said Department being attached hereto and incorporated herein as Exhibit "C".

C. Terms and Provisions.

1. This Service Plan shall be valid for ten (10) years.
2. Such Plan shall not be subject to amendment or appeal unless the governing body determines that changed conditions or subsequent occurrences make the Plan unworkable or obsolete. If the governing body determines that all or part of the Plan is unworkable or obsolete the governing body may amend the plan to conform to changed conditions or subsequent occurrences. An amended Service Plan shall provide for services comparable to or better than those established in the Service Plan before amendment, and before any amendment is adopted, the governing body must first provide an opportunity for all interested persons to be heard at public hearings called and held in the manner provided in V.T.C.A., Local Government Code, Section 43.056, as amended.
3. Renewal shall be at the discretion of the City.



IN WITNESS WHEREOF, the parties hereto have affixed their hands, this 2<sup>nd</sup> Day of November, 1999.

CITY OF EAGLE PASS

BY: *Felix M. Cerna*  
Felix M. Cerna  
City Manager

ATTEST:

*J. Irma Morales*  
J. Irma Morales  
City Secretary

350

ORDINANCE NO. 05-28

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF EAGLE PASS, TEXAS, AND THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF SAID CITY CONSISTING OF APPROXIMATELY 68.88 ACRES OF LAND LYING AND SITUATED IN MAVERICK COUNTY, TEXAS, OUT OF SURVEY 2, ABSTRACT 1112, SURVEY 5, ABSTRACT 1013 & SURVEY 3, ABSTRACT 1007, SAID LAND BEING OUT OF THE CHITTIM ESTATES AND IS BOUNDED ON THE NORTH, EAST AND SOUTH BY CHITTIM PROPERTY, AND ON THE WEST BY THE EAST CITY LIMITS LINE AND ARROW POINT SUBDIVISION, ENCINO PARK SUBDIVISION AND TEXAS APPAREL PROPERTY; AUTHORIZING IMPLEMENTATION OF THE SERVICE PLAN FOR SAID TERRITORY; ASSIGNING THERETO PERMANENT ZONING DISTRICT CLASSIFICATION, ALL AS DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City desires to annex the acreage described on attached Exhibit "A" to the City of Eagle Pass, Texas; and

WHEREAS, the City Council deems it in the best interests of the City to effect such extension of the boundaries of the City by annexation of the territory herein described; and

WHEREAS, on the 5<sup>th</sup> day of July, 2005 at 5:30 p.m., a public hearing was held in the Council Chambers at City Hall, 100 South Monroe Street, giving all persons the right to appear and to be heard regarding the above-described annexation; and

WHEREAS, on the 12<sup>th</sup> day of July, 2005 at 5:30 p.m., a second public hearing was held in the Council Chambers at City Hall, 100 South Monroe Street, giving all persons the right to appear and to be heard regarding the above-described annexation; and

WHEREAS, notice of both of the above-referenced public hearings was published on June 23, 2005 in the E. P. News Guide, a newspaper having general circulation in the City of Eagle Pass, Maverick County, Texas, and within the territory to be annexed, and said publication date was not more than twenty (20) days, nor less than ten (10) days prior to the date of either one of the above-described public hearings; and

WHEREAS, the population of the City of Eagle Pass, Texas, is in excess of twenty thousand (20,000) inhabitants and the within described territory lies adjacent to and adjoins the City of Eagle Pass, Texas, and contains approximately 68.88 acres of land, more or less.

MANUALLY CROPPED TO FIT IN LETTER SIZE EXHIBIT  
E

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, that:

SECTION 1. The matters and facts stated in the preamble hereof are affirmatively found to be true and correct.

SECTION 2. The above-described land and territory lying adjacent to and adjoining the City of Eagle Pass, Maverick County, Texas, and being more particularly defined by metes and bounds on attached Exhibit "A", be and it is hereby annexed and incorporated into the limits of the territory of the City of Eagle Pass, Texas; and the present boundary limits of said City, at the



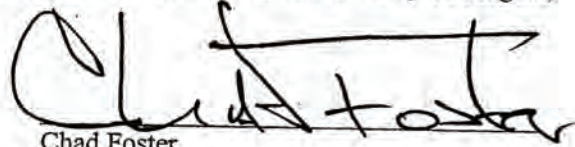
35

various points contiguous to said area, shall be altered and amended so as to include said area within the corporate limits of the City of Eagle Pass, Texas.

- SECTION 3. The territory described on attached Exhibit "A", shall be part of the City of Eagle Pass, Texas, and the property so added hereby shall bear its prorata part of the taxes levied by the City of Eagle Pass, Texas, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of said City and shall be bound by the acts, ordinances and resolutions of said City.
- SECTION 4. The implementation of the Service Plan outlining the provisions of necessary municipal services to this tract of land is hereby authorized. A copy of said Service Plan is annexed hereto as Attachment I, and is incorporated herein by reference for all purposes.
- SECTION 5. Permanent Zoning District Classification of R-2 (Second One-Family Dwelling District) is hereby assigned to 11.46 acres (Tract I); permanent zoning district classification of B-1 (Neighborhood and Highway Business District) is assigned to 32.56 acres (Tract II); and permanent zoning district classification of R-1 (First One-Family Dwelling District) is assigned to 24.86 acres (Tract III), and the Zoning Ordinance of said City, dated March 11, 1959, and the "Zoning District Map -- Eagle Pass, Texas" therein referred to, are hereby amended to reflect these changes, and said Zoning Ordinance and said Zoning District Map shall not otherwise be affected by this Ordinance except to the extent and in the particulars hereinabove specifically provided for.

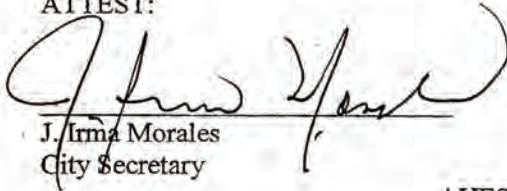


READ, PASSED, AND APPROVED ON FIRST READING on this 2<sup>nd</sup> Day of August, A.D., 2005.



Chad Foster  
Mayor

ATTEST:



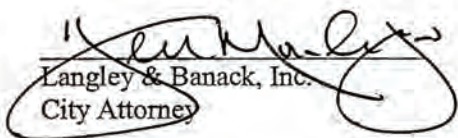
J. Irma Morales  
City Secretary

AYES: Foster, Riojas, Sifuentes, Herrera, and Salgado

NAYS: None

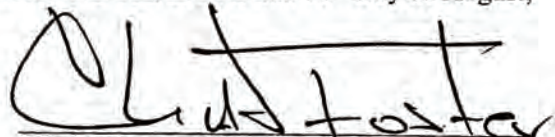
ABSENT: None

APPROVED AS TO LEGALITY:



Langley & Banack, Inc.  
City Attorney

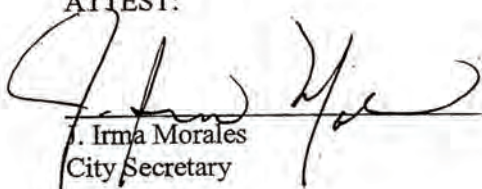
READ, PASSED, AND APPROVED ON SECOND READING this 10<sup>th</sup> Day of August, A.D., 2005.



Chad Foster  
Mayor

352

ATTEST:

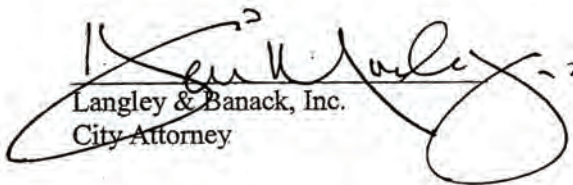
  
 Irma Morales  
 City Secretary

AYES: Foster, Riojas, Sifuentes, Herrera, and Salgado


NAYS: None

ABSENT: None

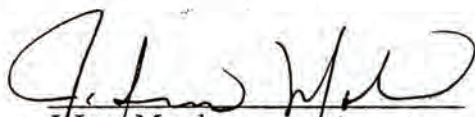
APPROVED AS TO LEGALITY:

  
 Langley & Banack, Inc.  
 City Attorney

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this 23<sup>rd</sup> Day of August, A.D., 2005.

  
 Chad Foster  
 Mayor

ATTEST:

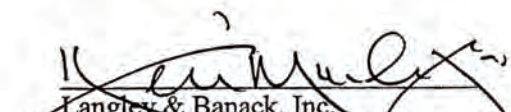
  
J Irma Morales  
City Secretary

AYES: Foster, Riojas, Sifuentes, Herrera, and Salgado

NAYS: None

ABSENT: None

APPROVED AS TO LEGALITY:

  
Langley & Banack, Inc.  
City Attorney

(See Exhibit File o-05-28)



Continue.....32.56 Acre Tract

STATE OF TEXAS                   XX  
COUNTY OF MAVERICK       XX

April 16, 2004

I, Francisco Gaytan, Registered Professional Land Surveyor, hereby certify that the above description of a 32.56 Acre Tract was obtained from a survey conducted on the ground under my supervision.



Franc Gayt  
Francisco Gaytan  
Registered Professional Land Surveyor  
Texas No. 5474

04-248

## TRACT II

**FIELD NOTES FOR A 32.56 ACRE TRACT**

(Tract II, [REDACTED])

Being a 32.56 Acre Tract of land, lying and situated in Maverick County, Texas out of Survey 5, Abstract 1013, Survey 2, Abstract 1112 and Survey 3, Abstract 1007; said 32.56 Acre Tract being out of Chittim Estates and being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found at northeast corner of Lot 21, Block 1, Arrow Point Subdivision as shown by plat recorded in Envelope 250, Side B of the Maverick County Map Records; thence N88°55'18"E, 751.37 feet to the POINT OF BEGINNING:

THENCE continuing,  
N88°55'18"E, 368.00 feet to the northeast corner of this tract;

THENCE S01°04'42"E, 3,519.73 feet to the southeast corner of this tract;

THENCE along actual city limit line,  
S89°53'11"W, 368.74 feet to the southwest corner of this tract;

THENCE N01°04'04"W, 1,231.37 feet to an existing fence corner;

THENCE continuing with fence,  
N00°59'46"W, 991.44 feet to a fence corner;

THENCE S88°55'18"W, 516.19 feet to a ½" iron rod,  
being the southeast corner of Lot 4, Block 1, Encino Park Subdivision,  
recorded in Envelope 241, Side B of the Maverick County Map Records;

THENCE along the east line of said Lot 4,  
N01°04'42"W, 250.00 feet to a ½" iron rod,

THENCE along the east extension of the north right of way line Encino Park Drive,  
N88°55'18"E, 527.04 feet to a ½" iron rod;

THENCE N01°04'42"W, 376.25 feet to a ½" iron rod,  
a northeast corner of 5.970 Acre Tract;

THENCE S88°55'18"W, 12.00 feet to a corner;

THENCE N01°04'42"W, 664.47 feet to the POINT OF BEGINNING.

## TRACT III

**FIELD NOTES FOR A 24.86 ACRE TRACT**

(Tract III, [REDACTED])

Being a 24.86 Acre Tract of land, lying and situated in Maverick County, Texas out of Survey 2, Abstract 1112; said 24.86 Acre Tract being out of Chittim Estates and being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found at northeast corner of Lot 21, Block 1, Arrow Point Subdivision as shown by plat recorded in Envelope 250, Side B of the Maverick County Map Records; thence N88°55'18"E, 1,119.37 feet to the POINT OF BEGINNING:

THENCE N01°04'42"W, 371.15 feet to the PC of a curve, having a delta angle of 29°20'58", radius of 750.00 feet, tangents of 196.41 feet, an arc length of 384.18 feet, the radius point is located S88°55'18"W, 750.00 feet, and the PT is located N15°45'11"W, 380.00 feet;

THENCE along said curve 384.18 feet to the PT;

THENCE S56°43'01"E, 971.86 feet to the northeast corner of this tract;

THENCE S01°04'42"E, 1,280.92 feet to the southeast corner of this tract;

THENCE S88°55'18"W, 706.00 feet to the southwest corner of this tract;

THENCE N01°04'42"W, 1,090.70 feet to the POINT OF BEGINNING.

STATE OF TEXAS                   XX  
COUNTY OF MAVERICK       XX

April 15, 2004

I, Francisco Gaytan, Registered Professional Land Surveyor, hereby certify that the above description of a 24.86 Acre Tract was obtained from a survey conducted on the ground under my supervision.



Francisco Gaytan  
Francisco Gaytan  
Registered Professional Land Surveyor  
Texas No. 5474

04-248

## Attachment I

## SERVICE PLAN

OF A TRACT OF LAND WHICH CONSISTS OF APPROXIMATELY 68.88 ACRES OF LAND LYING AND SITUATED IN MAVERICK COUNTY, TEXAS, OUT OF SURVEY 2, ABSTRACT 1112, SURVEY 5, ABSTRACT 1013 & SURVEY 3, ABSTRACT 1007, SAID LAND BEING OUT OF CHITTIM ESTATES AND IS BOUNDED ON THE NORTH, EAST, AND SOUTH BY CHITTIM PROPERTY, AND ON THE WEST BY THE EAST CITY LIMITS LINE AND ARROW POINT SUBDIVISION, ENCINO PARK SUBDIVISION AND THE TEXAS APPAREL PROPERTY

WHEREAS, THE CITY OF EAGLE PASS was petitioned by Mr. Paco Mondragon for the annexation of the above described tract of land; and

WHEREAS, the total area is composed of land containing approximately 68.88 acres with no dwellings and no population currently thereon; and

WHEREAS, said tract is being developed; and

WHEREAS, the City of Eagle Pass desires to proceed with the annexation of approximately 68.88 acres of land lying and situated in Maverick County, Texas, and being more particularly described by metes and bounds on attached Exhibit "A"; and

WHEREAS, the Service Plan provides for a level of service equal to or higher than presently exists.

NOW, THEREFORE, THE CITY OF EAGLE PASS hereby adopts the following Service Plan for the aforementioned tract of land. Such Service Plan shall be construed as a contractual obligation in accordance with V.T.C.A., Local Government Code, Section 43.056, as amended:

A. Sixty (60) day program.

1. Police Protection. Currently, the area is under the jurisdiction of the Maverick County Sheriff's Office. However, upon annexation, the City of Eagle Pass Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.
2. Fire Protection. Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

MANUALLY CROPPED TO FIT IN LETTER SIZE



3. Building Inspection. The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulates building construction within the City of Eagle Pass. Additionally, the Code Enforcement Division and the Texas Department of Health will enforce the City of Eagle Pass' and the State's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current personnel and within the current budget



appropriation. In addition, animal control services will be provided to the area as needed.

4. **Planning and Zoning.** The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Eagle Pass Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Eagle Pass Subdivision Ordinance. These services can be provided within the department's current budget.
5. **Library.** Upon the effective date of annexation, library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.
6. **Streets.** Street maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.
7. **Storm Water Management.** Developers will provide storm water drainage at their own expense and will be inspected by the City at time of completions. The city will then maintain the drainage upon approval.
8. **Street Lighting.** The City of Eagle Pass will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.
9. **Water Service.** Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.
10. **Sanitary Sewer Service.** Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable coded and ordinances.
11. **Solid Waste Services.** Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.
12. **Miscellaneous.** All other municipal services will be provided to the area in accordance with the City Eagle Pass' established policies governing extension of municipal services to newly annexed areas.



B. Two (2) Year Program.

1. The City will initiate the acquisition or construction of capital improvements necessary for providing water service within two (2) years of the effective date of annexation and to be substantially completed within four and one half (4½) years of the effective date of the annexation of the particular annexed area, and provided in accordance with the provisions, rules and regulations of existing City of Eagle Pass Water Works System Policies at the time of request. The regulations of the Eagle Pass Water Works Board of Trustees being attached hereto as Exhibit "B".
2. The City will initiate the acquisition or construction of capital improvements necessary for providing sanitary sewer service within two (2) years of the effective date of annexation and to be substantially completed within four and one half (4½) years of the effective date of the annexation of the particular annexed area, and provided in accordance



with the policies of the City Sanitary Sewer Department. The rules and regulations of said Department being attached hereto and incorporated herein as Exhibit "C".

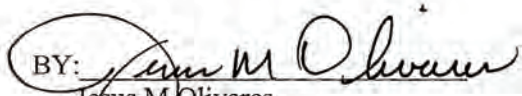
C. Terms and Provisions.

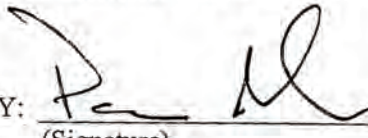
1. This Service Plan shall be valid for ten (10) years.
2. Such Plan shall not be subject to amendment or appeal unless the governing body determines that changed conditions or subsequent occurrences make the Plan unworkable or obsolete. If the governing body determines that all or part of the Plan is unworkable or obsolete the governing body may amend the plan to conform to changed conditions or subsequent occurrences. An amended Service Plan shall provide for services comparable to or better than those established in the Service Plan before amendment, and before any amendment is adopted, the governing body must first provide an opportunity for all interested persons to be heard at public hearings called and held in the manner provided in V.T.C.A., Local Government Code, Section 43.056, as amended.
3. Renewal shall be at the discretion of the City.

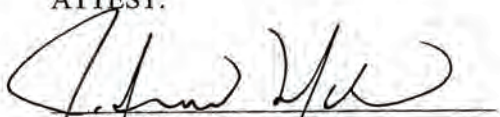
IN WITNESS WHEREOF, the parties hereto have affixed their hands, this 20th Day of September, 2005.

CITY OF EAGLE PASS

PACO MONDRAGON

BY:   
 Jesus M. Olivares  
 City Manager

BY:   
 (Signature)  
 Paco Mondragon  
 Printed Name

ATTEST:  
  
 Irma Morales  
 City Secretary

ATTEST:  
 \_\_\_\_\_  
 Secretary



## Exhibit "B"

## CITY OF EAGLE PASS WATER WORKS SYSTEM

RULES AND REGULATIONS GOVERNING THE INSTALLATION OF  
WATER MAINS AND SERVICES OUTSIDE THE CITY LIMITS

Originally Adopted - May 30, 1974

First Revision - October 15, 1974

Second Revision - September 21, 1976

1. The Water Works System shall not accept the responsibility for maintenance of any water line less than 6-inches in diameter installed outside the city limits except when such a line is part of an approved subdivision layout or is installed for the convenience of the Water Works System.
2. Any and all properties whether single lots, tracts of land, subdivisions, etc., to be served by a proposed water main extension outside the city limits within or beyond the extra territorial jurisdiction of the city, must be approved by the City of Eagle Pass Planning & Zoning Commission before installation of such main extension is authorized by the Board of Trustees of the Water Works System.
3. If a prospective customer wishes to install a water main less than 6-inches in diameter and the Water Works System considers such line adequate for the intended purpose, the Water Works System may install the required size meter at the nearest adequate existing water main and the customer will cause the extension to be installed at his own expense and maintain such extension beyond the meter.

Not more than one customer shall be served by a single meter.

The Water Works System shall retain the right of supervision and inspection of such installation which must meet System specifications.

Tapping and meter installation fees will be based on actual cost of meter, materials and labor for all size meters.

4. If a prospective customer or customers desire a main extension requiring a 6-inch or larger diameter pipe, the Water Works System may elect to:
  - a) Accept jurisdiction of such main extension if it is considered adequate to serve the needs of the area projected ten (10) years in the future.
  - b) Accept installation and jurisdiction of an oversized main if such main is considered necessary to serve the future needs of the area including further extension from such main.

Exhibit "C"

§ 27-28

EAGLE PASS CODE

§ 27-39

**Sec. 27-28. Tapping fees.**

The tapping fees within the city limits are hereby established and shall be as follows:

Meter size	Rate
All meters.....	Actual Cost (Ord. of 9-13-1960, § 2; Ord. No. 74-31, § 3, 12-3-1974; Ord. No. 77-08, § 2, 9-22-1977)

**Sec. 27-29. Fire preventing sprinkler system rates.**

The minimum monthly rates for a consumer having a sprinkler fire prevention system in his building is hereby authorized and established at six dollars (\$6.00). (Ord. No. 74-31, § 4, 12-3-1974)

**Sec. 27-30. Tank trucks.**

The charge per tank truck shall be twenty-five dollars and sixty-five cents (\$25.65). (Ord. No. 03-06, § 4, 3-4-2003)

**Sec. 27-31—27-38. Reserved.**

**ARTICLE II. SEWERS**

**DIVISION 1. IN GENERAL**

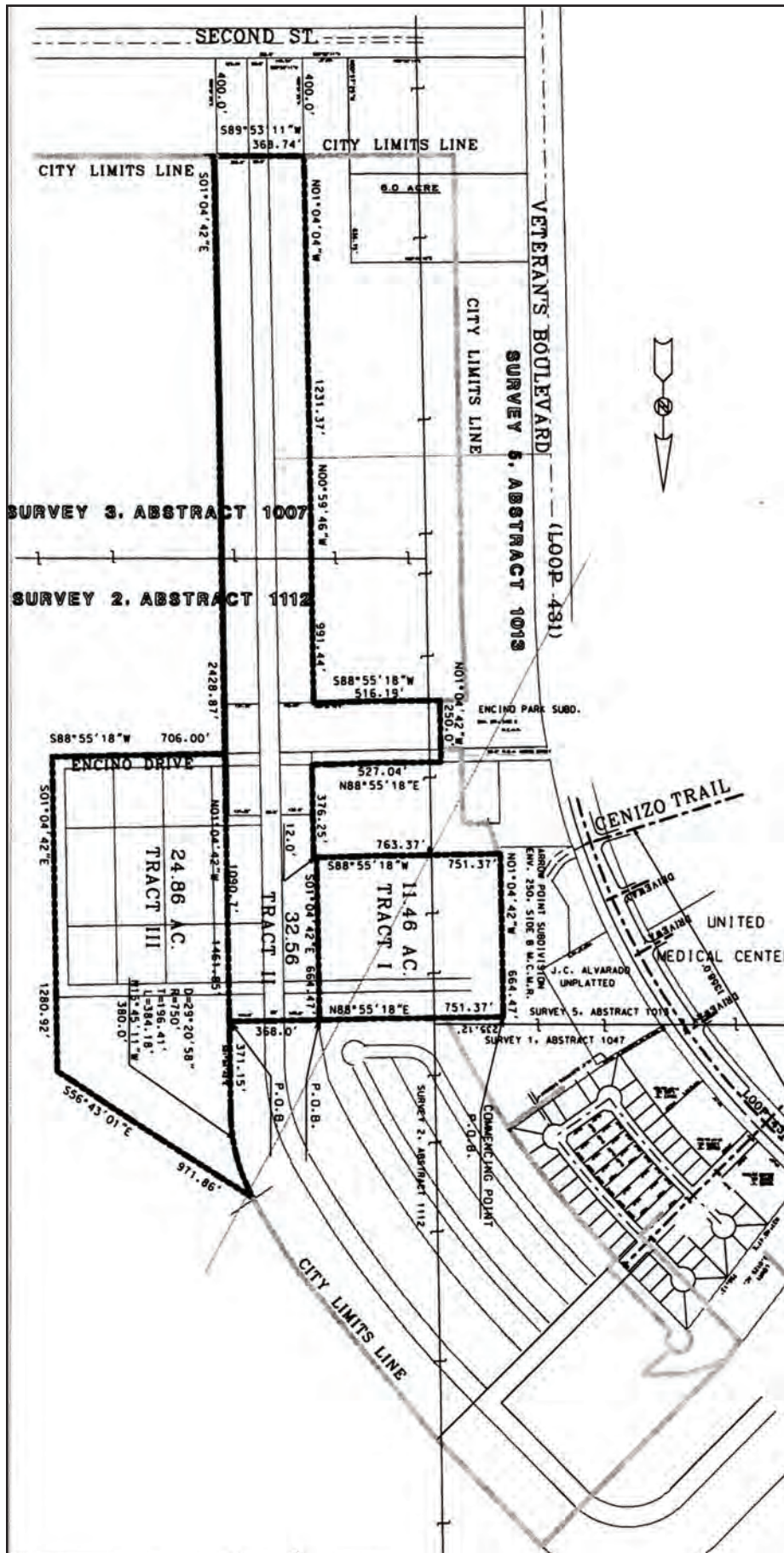
**Sec. 27-39. Unlawful to dispose of combustible or inflammable material into sewer system.**

(a) It shall be unlawful to dispose of oil, gasoline, grease or any other inflammable substance into the sanitary or storm sewer system of the city.

(b) It shall also be unlawful to sweep rubbish, paper or other combustible material into the storm sewer system of the city. (Ord. of 10-10-1929, §§ 1, 2)







*Royal Ridge, Part of Vista Hermosa  
& School land* ORDINANCE NO. 73-08 (Loop 431)

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF EAGLE PASS, TEXAS, AND THE ANNEXATION OF CERTAIN TERRITORY WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF EAGLE PASS, TEXAS; AND ASSIGNING THERETO A ZONING DISTRICT CLASSIFICATION, ALL AS DESCRIBED HEREIN.

WHEREAS, a public hearing before the City Council of the City of Eagle Pass, Texas, where all interested persons were provided with an opportunity to be heard on the proposed annexation of the following described territory, and for the Zoning District Classification thereof, to-wit:

One (1) tract of land containing 293.03 acres, more or less, and more particularly described by metes and bounds in Section 2 hereinbelow was held in the City Hall, 546 Quarry Street, Eagle Pass, Texas, on the 3rd day of July, 1973, which date is not more than twenty nor less than ten days prior to the institution of annexation proceedings; and

WHEREAS, notice of such public hearing was published in a newspaper having general circulation in the City of Eagle Pass, Texas, and in the following described territory, on the 21st day of June, 1973, which date is not more than twenty nor less than ten days prior to the date of such public hearing; and

WHEREAS, the population of the City of Eagle Pass, is 16,000 inhabitants; and

WHEREAS, the above described territory lies within the extraterritorial jurisdiction of the City of Eagle Pass, Texas; and

WHEREAS, the above described territory lies adjacent to and adjoins the City of Eagle Pass, Texas; and

MANUALLY CROPPED TO FIT IN LETTER SIZE 

EXHIBIT  
F

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF EAGLE PASS, TEXAS, that:

SECTION 1. The matters and facts stated in the preamble hereof are hereby affirmatively found to be true and correct.

SECTION 2. The following described land and territory lying adjacent to and adjoining the City of Eagle Pass, Texas, and in the County of Maverick, Texas, is hereby added and annexed to the City of Eagle Pass, Texas, and said territory hereinafter described shall hereafter be included within the boundary limits of the City of Eagle Pass, Texas, and the pre-



sent boundary limits of such City, in Maverick County, Texas, at the various points contiguous to the area hereinafter described, are altered and amended so as to include the following described area within the corporate limits of the City of Eagle Pass, Texas, to-wit:

TRACT NO. I

BEGINNING at the NE corner of P. Fassold Survey 75 A-1043;  
 THENCE S 89° 52'E 688' to stake set in West right-of-way of Loop 431;  
 THENCE N 2° 02'W 174' to concrete monument set by Texas Highway Department for P.T. 83+70.10;  
 THENCE N 87° 58'E 450';  
 THENCE S 2° 02'E 6302.65' with East right-of-way of Loop 431, a 300' parallel strip of land to the North right-of-way of Highway 277;  
 THENCE S 88° W 450' to intersection of West right-of-way of Loop 431 and North right-of-way of Highway 277;  
 THENCE N 2° 02'W 1451' with West right-of-way of Loop 431 to a concrete monument;  
 THENCE N 89° 56'W 731.06' to a concrete monument;  
 THENCE N 0° 05'E 2658.76' to a concrete monument;  
 THENCE N 89° 48'W 1538.73' to a concrete monument;  
 THENCE S 0° 10'W 2360.37' to a concrete monument;  
 THENCE N 32° 20'W 2502.74' to South line of Second Street;  
 THENCE N 0° 10'E at 60' a concrete monument in all 682.80' to a concrete monument;  
 THENCE N 89° 50'W 162.60' to a concrete monument;  
 THENCE N 0° 31'E at 581.22' to a concrete monument, in all 1581.22' to a pipe in North line of P. Fassold Survey 75;  
 THENCE S 89° 52'E 2903' to place of beginning and containing 313.58 acres, LESS AND EXCEPT, that certain tract of land commonly known as Royal Ridge Addition and containing 20.55 acres of land to be annexed by the City of Eagle Pass, Texas, and to be contained within its corporate limits pursuant to the provisions of a proposed ordinance on file in the office of the City Secretary of the City of Eagle Pass, Texas; and containing a net acreage of 293.03 acres.

SECTION 3. That pursuant to the provisions of Section 4 of the Zoning Ordinance of the City of Eagle Pass, Texas, to the above described territory, there be and there is hereby assigned and "R-1" First One-Family Dwelling Zoning District Classification.

SECTION 4. That the above described territory annexed henceforth shall be a part of the City of Eagle Pass, Texas, and the property so added and hereby zoned, henceforth to the extent that it shall be or become privately owned, shall bear its pro rata part of the taxes levied by the City of Eagle Pass, Texas; and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens, and shall be bound by the acts, ordinances, resolutions and regulations of the City of Eagle Pass, Texas.

SECTION 5. That the Zoning District Classification in this Ordinance provided, after due hearing and notice of hearing, deliberation and consideration, are deemed to be in the best interest of and to the enhancement of the general welfare as concerns the inhabitants within said City of Eagle Pass, in relieving shortages of area subject to development in the said "R-1" First One-Family Dwelling Zoning District Classification so affected and hereby expanded; wherefore, such Zoning is deemed to be an improvement and addition in and to the existing Zoning Ordinance of said City in relation to municipal growth and development.

SECTION 6. This Ordinance, passed and approved pursuant to the provisions of the Zoning Ordinance of the City of Eagle Pass, Texas, dated March 11, 1959, is intended to and does hereby amend, supplement and change such Zoning Ordinance and the boundaries of solely those districts, therein established, only to the extent and in the particulars as in this Ordinance specifically provided, and in no other respect.

SECTION 7. This Ordinance shall not be construed to interfere with or to abrogate or to annul the said Zoning Ordinance of said City, dated March 11, 1959, nor the "Zoning District Map--Eagle Pass, Texas", therein referred to, thereto attached and made a part of such Zoning Ordinance; but rather, this Ordinance shall amend, change and supplement the certain Zoning districts and boundaries thereof solely to the extent and in the

particulars as herein specifically provided. Neither the said Zoning Ordinance nor said Zoning District Map shall be otherwise affected hereby.

SECTION 8. This Ordinance shall be passed, published and take effect in the manner provided by the Home Rule Charter of the City of Eagle Pass, Texas.

READ AND APPROVED on first reading this 16th day of July, 1973, by the following vote:

AYES: Mayor Garcia and Councilmen Perez, Chisum, and Moseley

NAYS: None

ABSENT: Councilman Garza

READ AND APPROVED on second reading this 31st day of July, 1973, by the following vote:

AYES: Mayor Garcia and Councilmen Garza, Perez, and Moseley

NAYS: None


ABSENT: Councilman Chisum

READ, APPROVED AND FINALLY PASSED this 7th day of August, 1973, by the following vote:

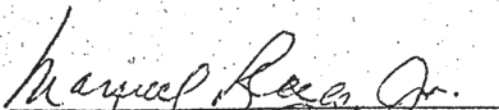
AYES: Mayor Garcia and Councilmen Garza, Perez, Chisum, and Moseley

NAYS: None

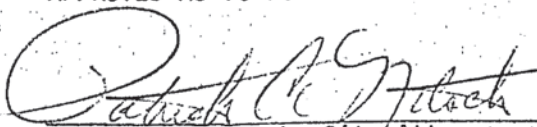
ABSENT: None

  
Arturo Garcia, Mayor

ATTEST:

  
Manuel Reyes, Jr., City Secretary

APPROVED AS TO FORM:

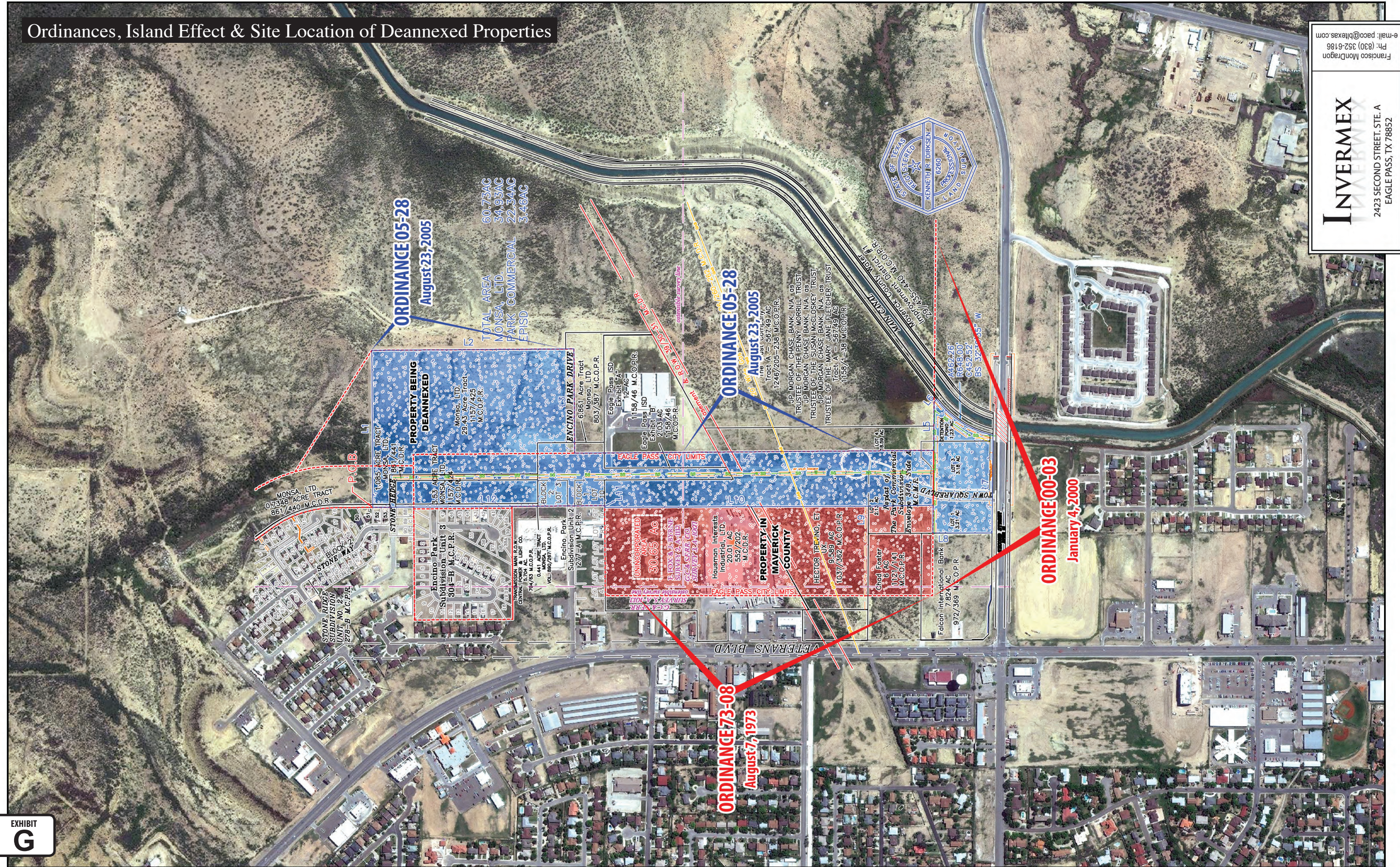
  
Patrick A. Nitsch, City Attorney

EXHIBIT

F



Ordinances, Island Effect & Site Location of Deannexed Properties



Francisco MonDragon  
 Ph: (830) 352-6186  
 e-mail: paco@bltxas.com

**INVERMEX**  
 2423 SECOND STREET, STE. A  
 EAGLE PASS, TX 78852



# DIRKSEN ENGINEERING

311 N. GETTY ST.

Uvalde, Texas 78801

TBPE FIRM # F-8848 TBPLS FIRM # 10193741

Office Tel. (830) 278-2100

Fax (830) 278-2102

## FIELD NOTES FOR A 60.73 ACRES ABANDONMENT SURVEY COMPLETED ON MARCH 13, 2013

Being a 60.73 acres abandonment survey out of the G.C.&S.F.R.R.Co. Survey 3, Abstract 1001, and F. Fox & J. Byrne Survey 2, Abstract 1112, Maverick County, Texas and being out of various tracts more particularly described by metes and bounds as follows: (The bearings and distances shown herein conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.)

**BEGINNING** at a point in the at the northeast corner of Lot 52, Block 2 of the Stone Ridge Subdivision Unit 2 recorded in Envelope 278, Side B of the Maverick County Plat Records and in the east line of a 0.7348 acre tract recorded in Volume 861, Page 440 of the Maverick County Official Public Records for the northwest corner of the herein described tract;

**THENCE** N89°36'49"E, 1062.00 feet, to the northeast corner of a 29.43 acre tract described in conveyance document to Monsa, Ltd recorded in Volume 1157, Page 425 of the Maverick County Official Public Records for the northeast corner of the herein described tract;

**THENCE** S00°23'11"E, 1366.65 feet to the extension of the south line of Encino Park Drive for a southeast corner of the herein described tract;

**THENCE** S89°38'37"W, 705.01 feet, with the extension of the south line of Encino Park Drive, crossing into the remainder of a 6.861 acre tract described in conveyance document to Monsa, Ltd. recorded in Volume 803, Page 387 of the Maverick County Official Public Records and continuing to a reentrant corner of the herein described tract;

**THENCE** S00°27'35"E, 2428.17 feet, crossing into a 12 acre tract described in conveyance document to the Eagle Pass ISD recorded in Volume 1158, Page 46 of the Maverick County Official Public Records, continuing into the Replat of The Park Commercial Subdivision recorded in Volume 348, Side A of the Maverick County Map Records to a point for a reentrant corner of the herein described tract;

**THENCE** S89°24'57"E, 324.59 feet to an angle point in a north line of the herein described tract;

**THENCE** S52°23'18"E, 26.71 feet to a point on the northwest right of way of the Main Canal described in conveyance document to the Maverick County Water Improvement District #1 recorded in Volume 29, Page 435 of the Maverick County Deed Records for an east corner of the herein described tract;

**THENCE** Southwesterly with a non-tangent curve to the left having a radius of 648.00 feet, chord distance of 452.52 feet and chord bearing of S32°30'35"W for an arc distance of 462.26 feet to a point in the north right of way of Second Street for the southeast corner of the herein described tract;

**THENCE** N89°27'27"W, 660.73 feet, along the north right of way of Second Street to the southwest corner of the Replat of The Park Commercial Subdivision for the southwest corner of the herein described tract;

**THENCE** N00°11'24"W, 400.20 feet to a northwest corner of the Replat of The Park Commercial Subdivision for a northwest corner of the herein described tract;

**THENCE** S89°27'49"E, 188.64 feet to a reentrant corner of the Replat of The Park Commercial Subdivision for a reentrant corner of the herein described tract;

## DIRKSEN ENGINEERING

**TBPE FIRM # F-8848 TBPLS FIRM # 10193741**

**THENCE** N00°22'33"W, 2221.41 feet to a point in the south line of said Encino Park Subdivision Unit 2 recorded on Envelope 277, Side A of the Maverick County Plat Records for a northwest corner of the herein described tract;

**THENCE** N89°38'37"E, 12.16 feet to the southeast corner of Lot 10, Block 1 of the Encino Park Subdivision Unit 2 for a reentrant corner of the herein described tract;

**THENCE** N00°27'12"W, 1567.08 feet, crossing through Encino Park Subdivision Unit 2 along the west line of Lot 10, Block 1, crossing Encino Park Drive and continuing along the west line of Lot 3, Block 2, continuing along the west side of a 0.441 acre tract described in conveyance document to Monsa, Ltd. recorded in Volume 890, Page 267 of the Maverick County Official Public Records and continuing along the east line of Encino Park Subdivision Unit 3 recorded in Envelope 304, Side B of the Maverick County Plat Records to the **POINT OF BEGINNING** containing a total of 60.73 acres of land within the herein described boundary as surveyed by Dirksen Engineering on March 13, 2013.

THE STATE OF TEXAS:  
COUNTY OF UVALDE:

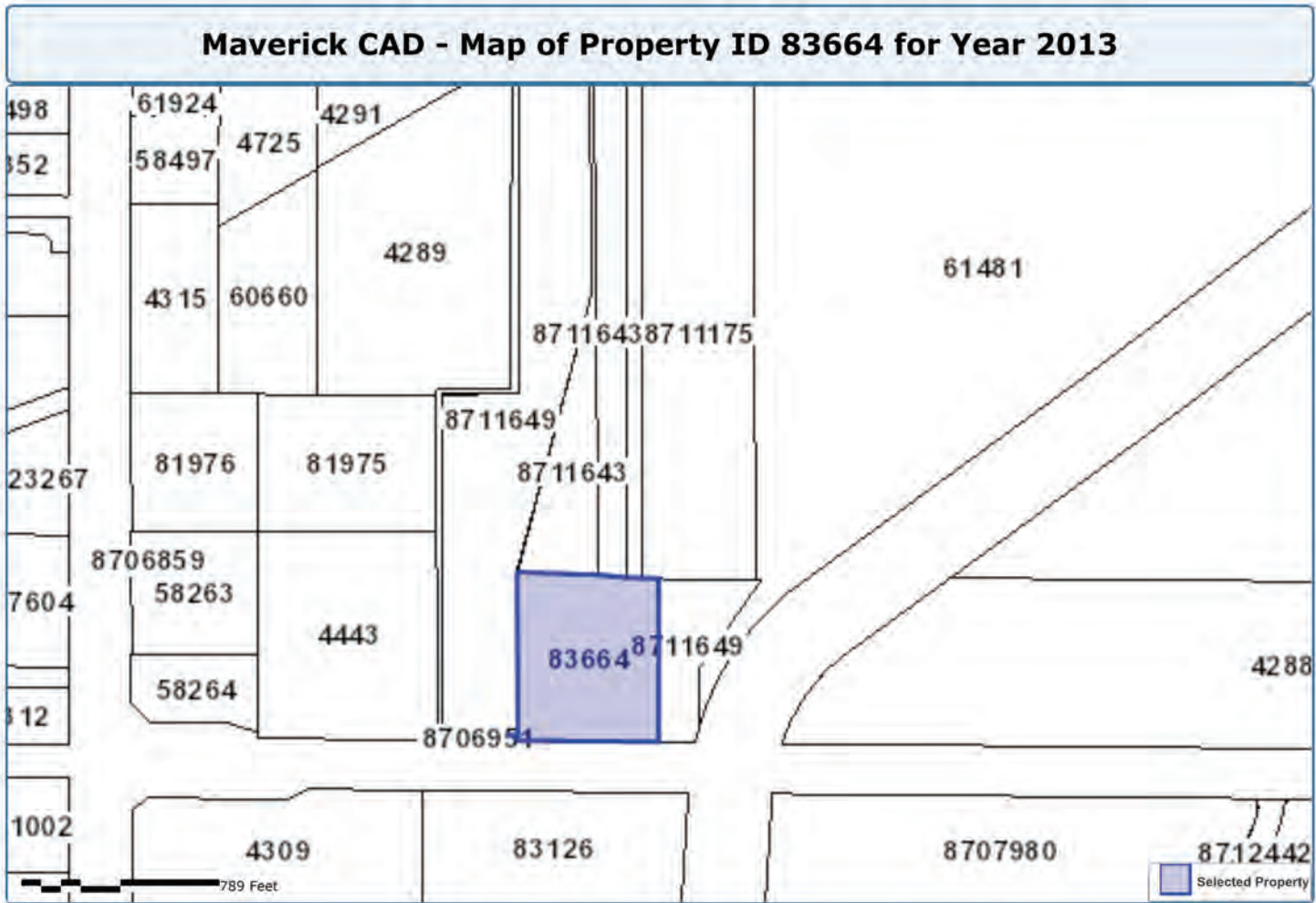
It is hereby certified that the foregoing field note description and Attached plat were prepared from an actual on the ground survey Made by personnel working under my direct supervision and that Same are true and correct according to same said survey.



Kenneth R. Dirksen, P.E., R.P.L.S.  
Registered Professional Land Surveyor No. 6260

**JOB NO. 13-0326**





**Property Details** **OWNER: INVERMEX, LLC**

**Account** Doc: 169033. Vol: 1326. Page 47-54  
 Property ID: 83664  
 Geo ID: 10070003003080  
 Type: Real  
 Legal Description: ABSTRACT A1007, G C & S F R R CO., SURVEY #3, ACRES 3.26

**Location**  
 Situs Address: EAGLE PASS, TX 78852  
 Neighborhood: NON QUALIFIED AG LAND  
 Mapsco:  
 Jurisdictions: GMC, HOS, SCH, CIT, CAD

**Owner**  
 Owner Name: MONSA LTD  
 Mailing Address: , 2741 CROWN HILL, SUITE B, EAGLE PASS, TX 78852

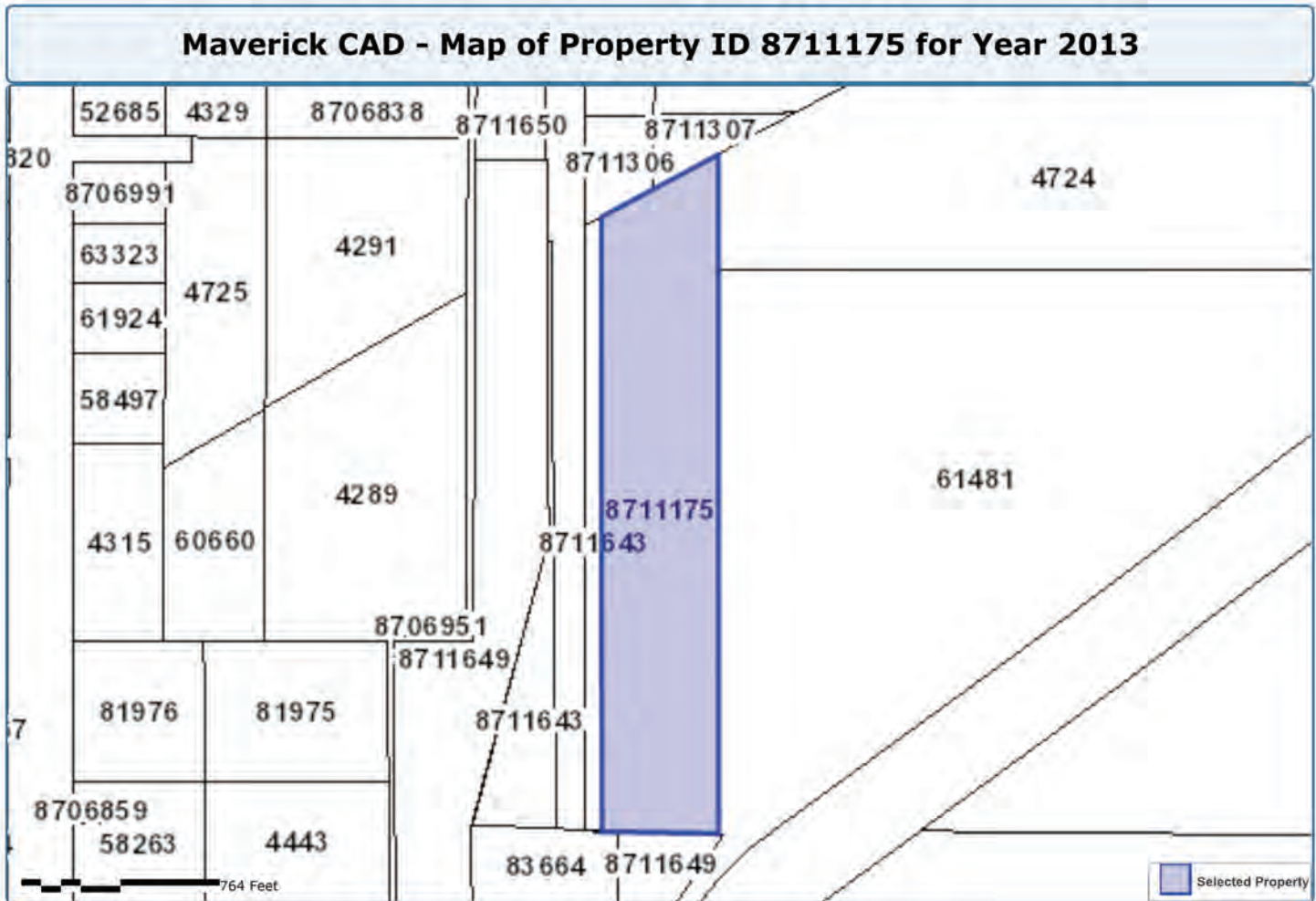
**Property**  
 Appraised Value: N/A

<https://propaccess.trueautomation.com/Map/View/Map/19/83664/2013> powered by:  
**PropertyACCESS**  
www.trueautomation.com

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**Property Details** **OWNER: INVERMEX, LLC**

**Account** Doc: 169033. Vol: 1326. Page 47-54  
 Property ID: 8711175  
 Geo ID: 10070003001540  
 Type: Real  
 Legal Description: ABSTRACT A1007, G C & S F R R CO., SURVEY #3, ACRES 9.148

**Location**  
 Situs Address: OFF VETERANS BLVD EAGLE PASS, TX 78852  
 Neighborhood:  
 Mapsco:  
 Jurisdictions: GMC, HOS, SCH, CIT, CAD

**Owner**  
 Owner Name: MONDRAGON, JOSE FRANCISCO  
 Mailing Address: , 2741 CROWN HILL, SUITE B, EAGLE PASS, TX 78852

**Property**  
 Appraised Value: N/A

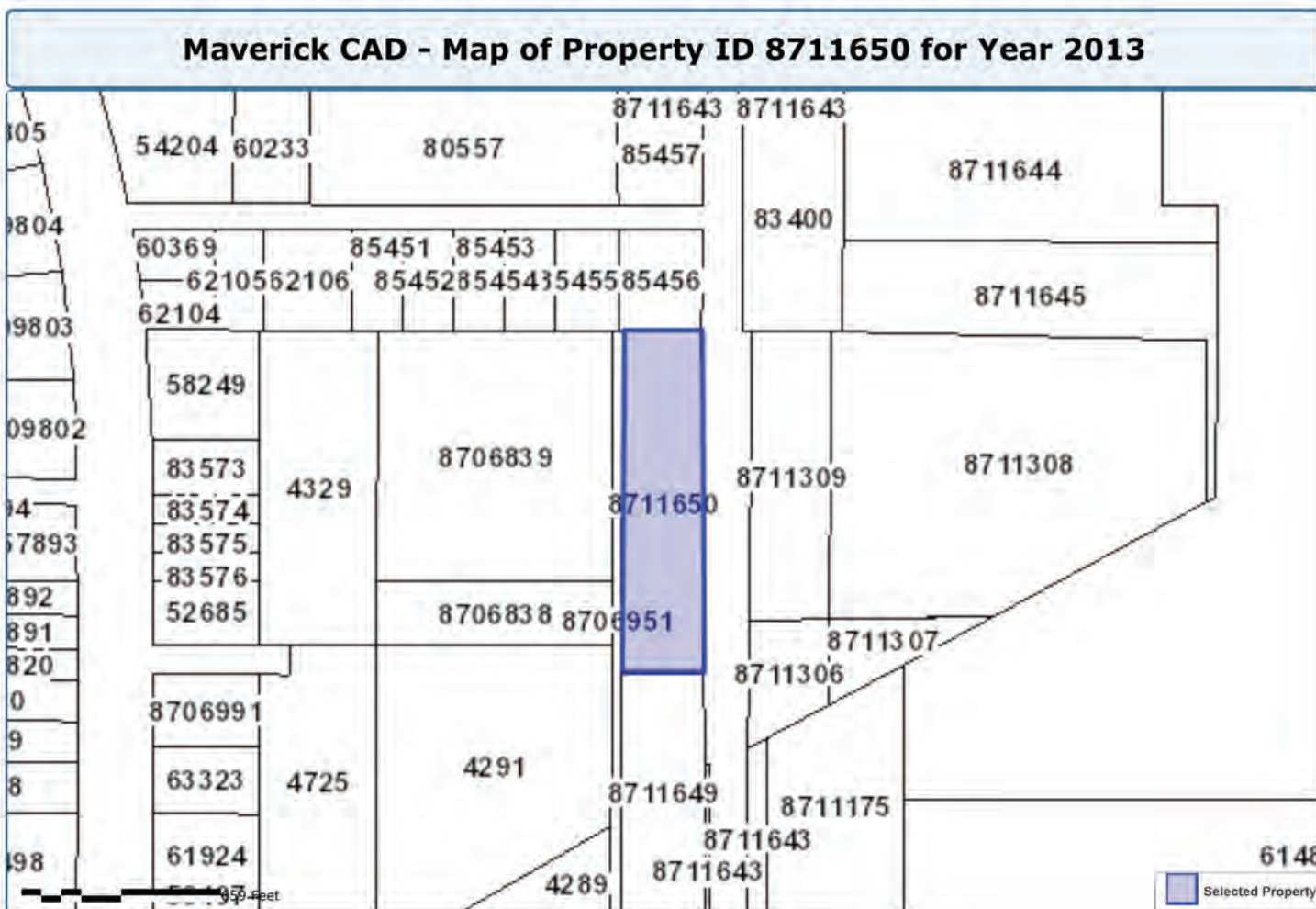
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**Property Details** **OWNER: INVERMEX, LLC**

**Account** Doc: 169033. Vol: 1326. Page 47-54  
 Property ID: 8711650  
 Geo ID: 11120002001180  
 Type: Real  
 Legal Description: ABSTRACT A1112, FOX, F. & J. BYRNE, SURVEY #2, ACRES 2.29

**Location**  
 Situs Address: SECOND STREET EAGLE PASS, TX 78852  
 Neighborhood: QUALIFIED AG LAND  
 Mapsco:  
 Jurisdictions: GMC, HOS, SCH, CIT, CAD

**Owner**  
 Owner Name: MONSA LTD  
 Mailing Address: , 2741 CROWN HILL, SUITE B, EAGLE PASS, TX 78852

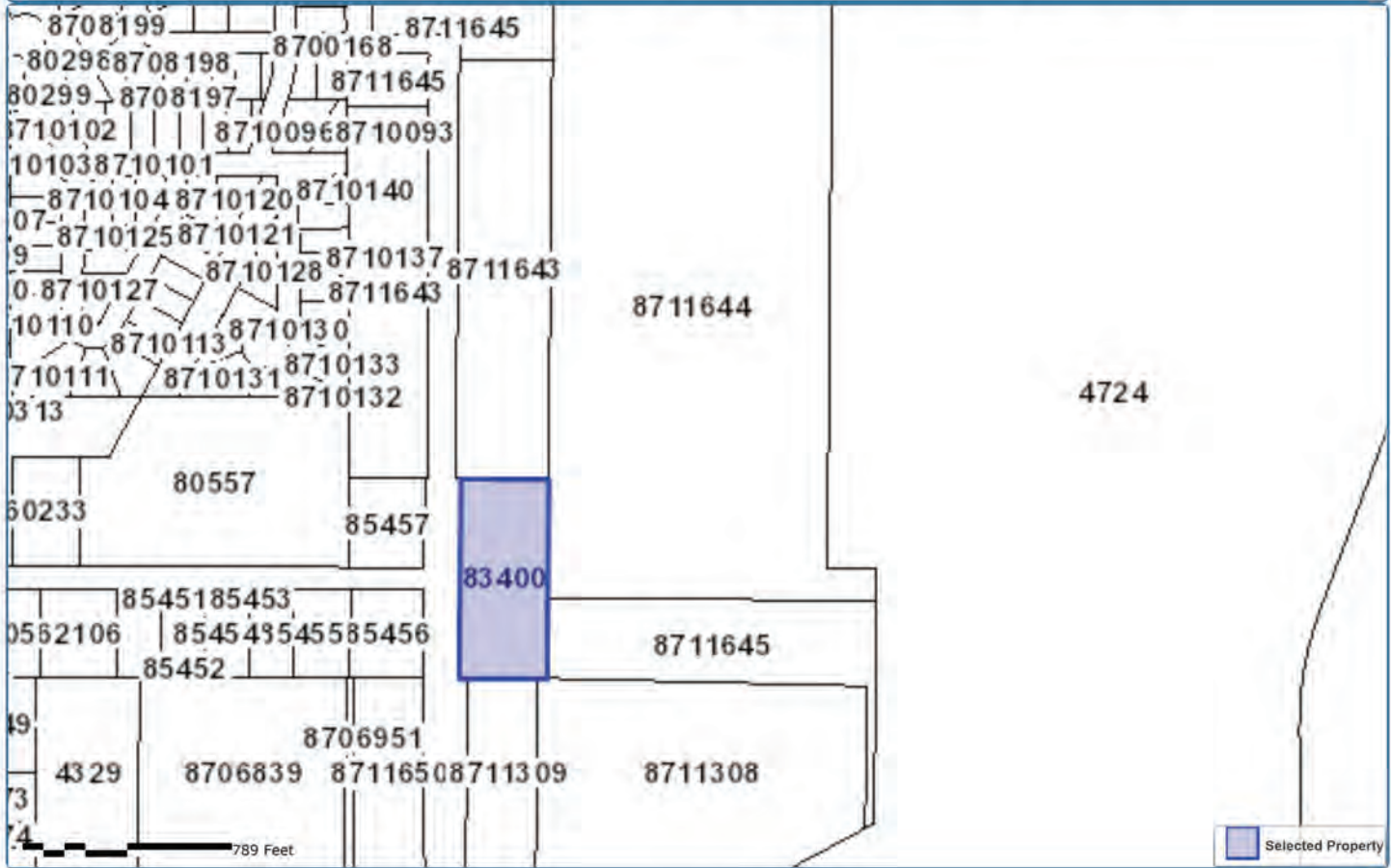
**Property**  
 Appraised Value: N/A

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www.trueautomation.com

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**Maverick CAD - Map of Property ID 83400 for Year 2013**



**Property Details** **OWNER: MONSA LTD**

**Account**  
 Property ID: 83400  
 Geo ID: 11120002001010  
 Type: Real  
 Legal Description: ABSTRACT A1112, FOX, F. & J. BYRNE, SURVEY #2, ACRES 2.406  
 Doc: 154566. Vol: 1157. Page: 420-429

**Location**  
 Situs Address: OFF VETERANS BLVD EAGLE PASS, TX 78852  
 Neighborhood: NON QUALIFIED AG LAND  
 Mapsco:  
 Jurisdictions: GMC, HOS, SCH, CAD

**Owner**  
 Owner Name: MONSA LTD  
 Mailing Address: , 2741 CROWN HILL, SUITE B, EAGLE PASS, TX 78852

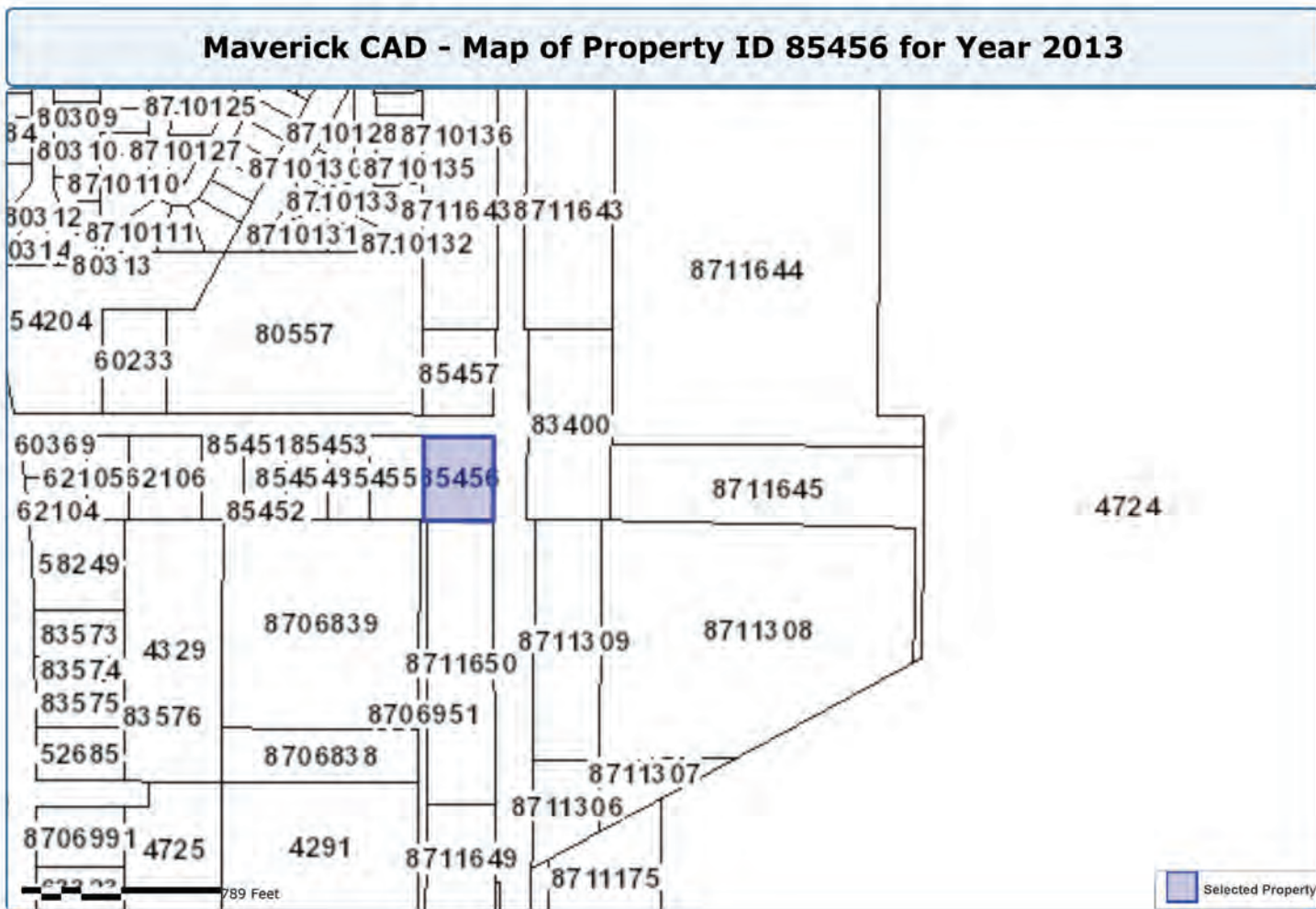
**Property**  
 Appraised Value: N/A

<https://propaccess.trueautomation.com/Map/View/Map/19/83400/2013>



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**Property Details** **OWNER: MONSA LTD**

**Account**  
 Property ID: 85456  
 Geo ID: E9502010001000  
 Type: Real  
 Legal Description: ENCINO PARK SUBDIVISION UNIT # 2, BLOCK 1, LOT 10  
 Doc: 154566. Vol: 1157. Page: 420-429

**Location**  
 Situs Address: 2688 ENCINO PARK DRIVE EAGLE PASS, TX 78852  
 Neighborhood: REAL VACANT RESIDENTIAL  
 Mapsco:  
 Jurisdictions: GMC, HOS, SCH, CIT, CAD

**Owner**  
 Owner Name: MONSA LTD  
 Mailing Address: , 2741 CROWN HILL, SUITE B, EAGLE PASS, TX 78852

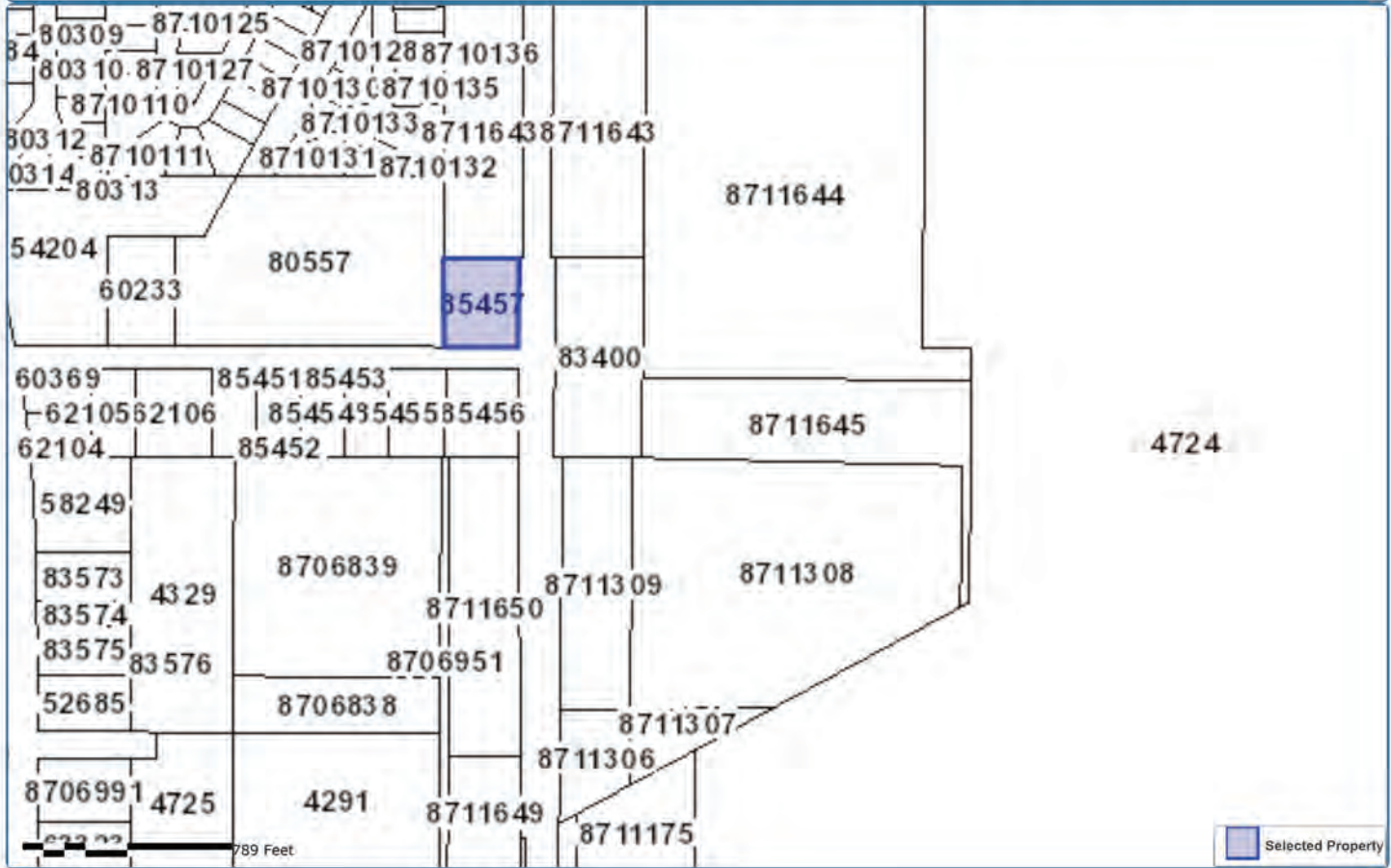
**Property**  
 Appraised Value: N/A

<https://propaccess.trueautomation.com/Map/View/Map/19/85456/2013> powered by:  
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**Maverick CAD - Map of Property ID 85457 for Year 2013**



**Property Details** **OWNER: MONSA LTD**

**Account**  
 Property ID: 85457  
 Geo ID: E9502020000300  
 Type: Real  
 Legal Description: ENCINO PARK SUBDIVISION UNIT # 2, BLOCK 2, LOT 3  
 Doc: 154566. Vol: 1157. Page: 420-429

**Location**  
 Situs Address: 2689 ENCINO PARK DRIVE EAGLE PASS, TX 78852  
 Neighborhood: REAL VACANT RESIDENTIAL  
 Mapsco:  
 Jurisdictions: GMC, HOS, SCH, CIT, CAD

**Owner**  
 Owner Name: MONSA LTD  
 Mailing Address: , 2741 CROWN HILL, SUITE B, EAGLE PASS, TX 78852

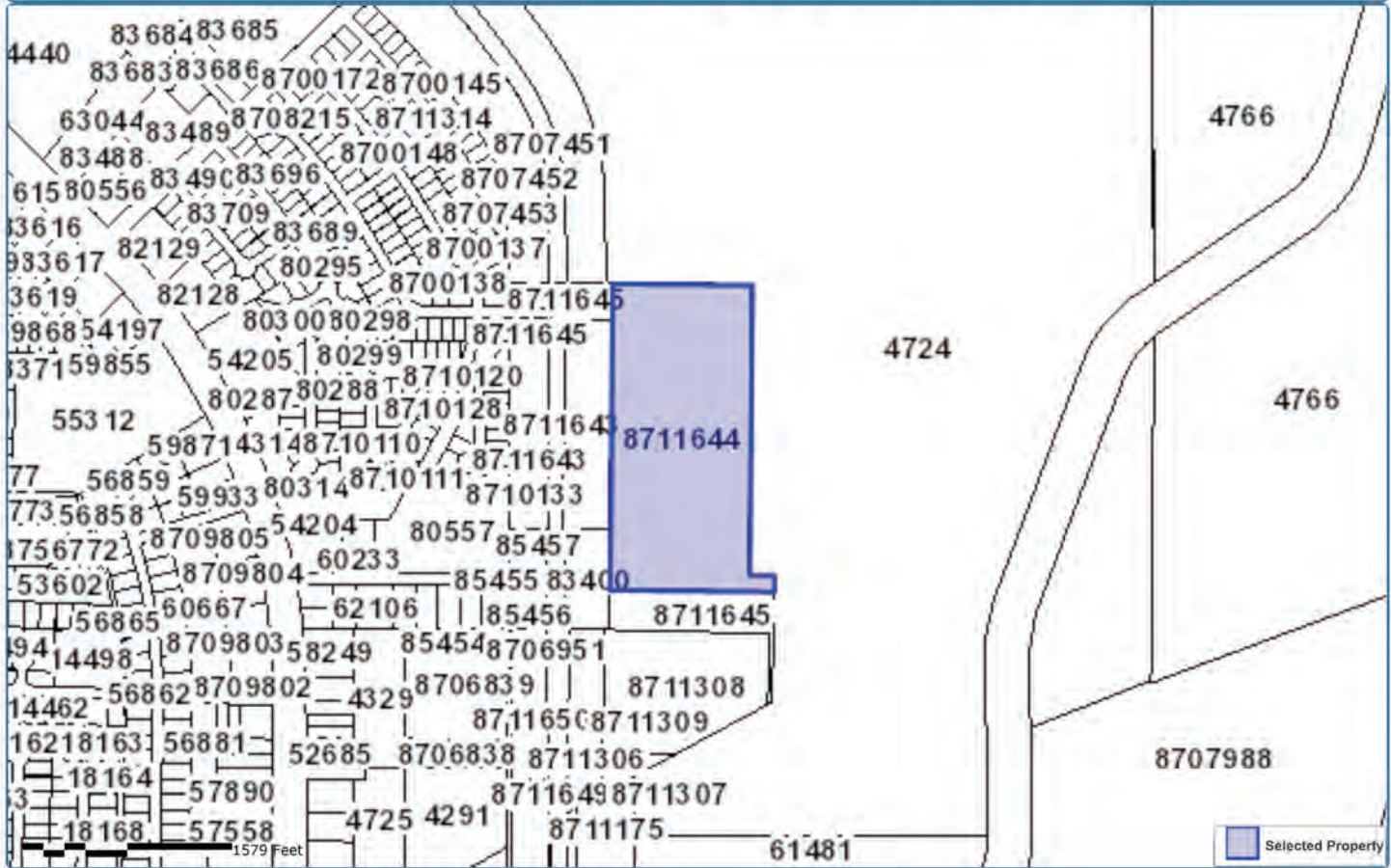
**Property**  
 Appraised Value: N/A

<https://propaccess.trueautomation.com/Map/View/Map/19/85457/2013> powered by:  
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**Maverick CAD - Map of Property ID 8711644 for Year 2013**



**Property Details** **OWNER: MONSA LTD**

**Account**  
 Property ID: 8711644  
 Geo ID: 11120002001160  
 Type: Real  
 Legal Description: ABSTRACT A1112, FOX, F. & J. BYRNE, SURVEY #2, ACRES 19.714  
 Doc: 154566. Vol: 1157. Page: 420-429

**Location**  
 Situs Address: OFF NORTH VETERANS BLVD EAGLE PASS, TX 78852  
 Neighborhood:  
 Mapsco:  
 Jurisdictions: GMC, HOS, SCH, CIT, CAD

**Owner**  
 Owner Name: MONSA LTD  
 Mailing Address: , 2741 CROWN HILL, SUITE B, EAGLE PASS, TX 78852

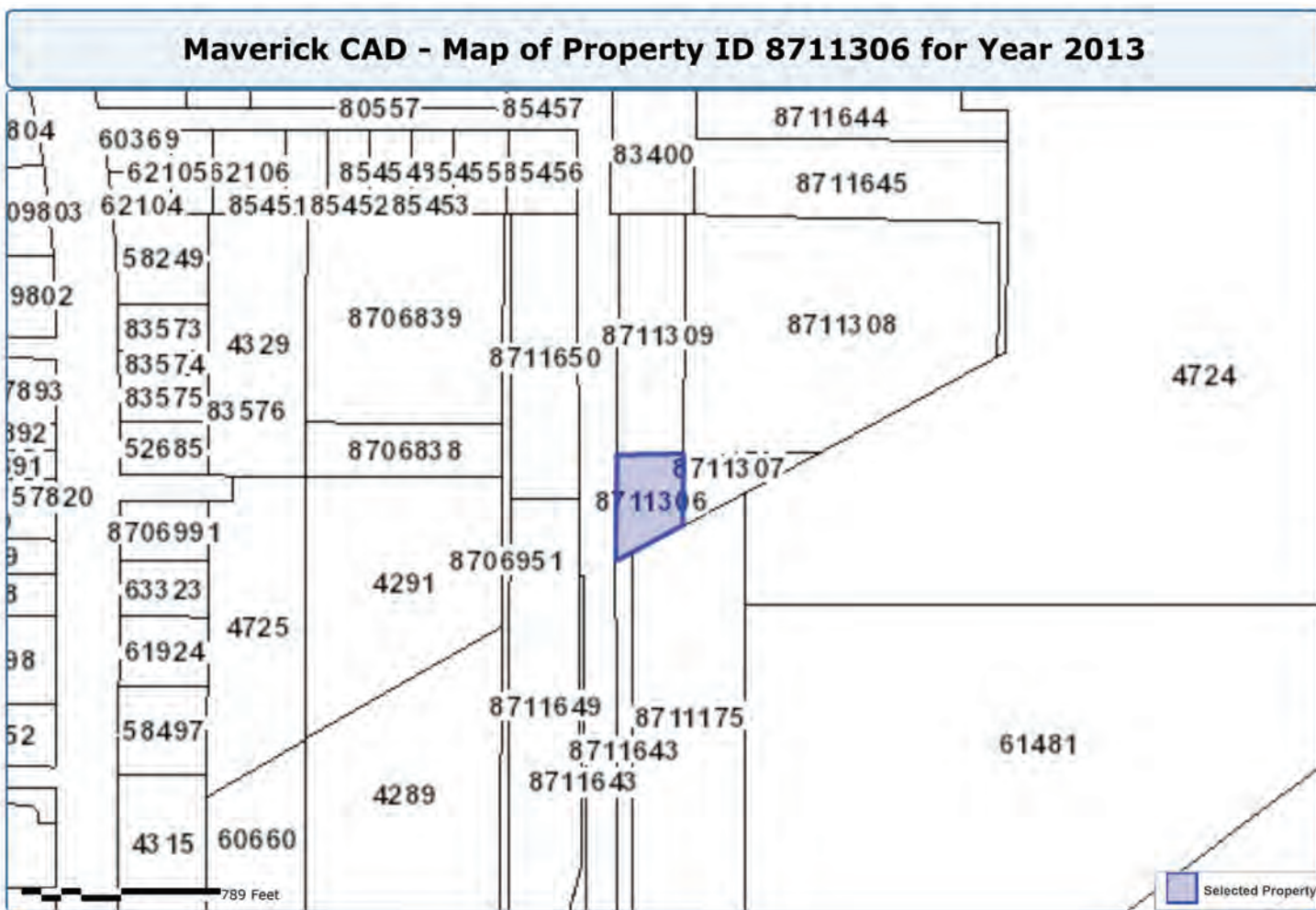
**Property**  
 Appraised Value: N/A

<https://propaccess.trueautomation.com/Map/View/Map/19/8711644/2013> powered by:  
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**Property Details** **OWNER: EPISD**

**Account**  
 Property ID: 8711306  
 Geo ID: 10070003001550  
 Type: Real  
 Legal Description: ABSTRACT A1007, G C & S F R R CO., SURVEY #3, ACRES 1.1147  
 Doc: 154572. Vol: 1158. Page 46-50

**Location**  
 Situs Address: 2268 MONDRAGON BLVD EAGLE PASS, TX 78852  
 Neighborhood:  
 Mapsco:  
 Jurisdictions: GMC, HOS, SCH, CIT, CAD

**Owner**  
 Owner Name: EAGLE PASS INDEPENDENT SCHOOL DISTRICT  
 Mailing Address: , 1420 EIDSON ROAD, EAGLE PASS, TX 78852

**Property**  
 Appraised Value: N/A

<https://propaccess.trueautomation.com/Map/View/Map/19/8711306/2013> powered by:  
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# REPLAT OF THE PARK COMMERCIAL SUBDIVISION

INVERMEX, LLC, DEVELOPER

The resubdivision of The Park Commercial Subdivision recorded in Envelope 335, Side A of the Maverick County Plat Records and being a 29.96 acre tract of land partly out of G.C. & F.R.R. Co. Survey 3, Abstract 1007 and partly out of F. Fox and J. Byrne Survey 2, Abstract 1112, Maverick County, Texas and being a 29.96 acre tract described in conveyance document to Invermex, LLC and more particularly described by metes and bounds as follows:

**BEGINNING** at a steel stake found (SPC, N=13448744.13, E=1496044.55) in the north right of way of Second Street, (Spur 16, 120' ROW), at the southeast corner of a 7.824 acre tract described in conveyance document to Falcon International Bank recorded in Volume 972, Pages 369-371 of the Maverick County Official Public Records marking the southwest corner of the herein described tract;

**THENCE** N00°13'21"W, 837.34 feet with the east line of said 7.824 acre tract, at 477 feet passing a steel stake found at the southeast corner of a 6.00 acre tract described in conveyance document to Chad Foster recorded in Volume 1121/141-146 of the Maverick County Official Public Records and continuing to a steel stake found in the south line of a 9.589 acre tract described in conveyance document to Jack R. Chittim recorded in Volume 162, Pages 495-496 for a northwest corner of the herein described tract;

**THENCE** S89°36'03"E, 184.26 feet with the south line of said 9.589 acre tract to a steel stake found for a reentrant corner of the herein described tract;

**THENCE** N00°15'56"W, 1783.76 feet with the east line of said 9.589 acre tract, at 441 feet passing a gas line easement recorded in Volume 26, Pages 260-262 of the Maverick County Deed Records, at 795 feet passing the northwest line of an electric line Easement and Right of Way recorded in Volume 39, Pages 30 and 31 of the Maverick County Deed Records and the southeast corner of a 20.01 acre tract described in conveyance document to Hausman Interests Industrial, LTD recorded in Volume 552, Pages 202-207 of the Maverick County Official Public Records, at 1254 feet passing the ostensible south line of Survey 2 and continuing to a steel stake with plastic cap marked "CDS/MUERY" in the south line the Encino Park Subdivision Unit 2 recorded in Envelope 277, Side A of the Maverick County Plat Records for the northwest corner of the herein described tract;

**THENCE** N89°38'37"E, 184.16 feet to a steel stake set at the southeast corner of Block 1, Lot 10 and the west line of an 80 feet wide right of way described on said Encino Park Subdivision Unit 2 and at southwest corner of the remainder of a 6.861 acre tract described in conveyance document to Monas, LTD recorded in Volume 803, Pages 387-392 of the Maverick County Official Public Records and at the northwest corner of a 2.03 acre tract described as Exhibit B in conveyance document to Eagle Pass Independent School District recorded in Volume 1158, Pages 46-50 of the Maverick County Official Public Records for a northwest corner of the herein described tract;

**THENCE** S00°23'11"E, 870.29 feet with the west line of said 2.03 acre tract, at 531 feet passing the ostensible north line of Survey 3 and continuing to a steel stake set in the northwest line of said Easement and Right of Way for a reentrant corner of the herein described tract;

**THENCE** N60°46'23"E, 397.36 feet with the southeast line of said 2.03 acre tract, at 85.57 feet passing a steel stake found marking the southwest corner of a 12 acre tract described as Exhibit A in conveyance document to the Eagle Pass Independent School District recorded in Volume 1158, Pages 46-50 of the Maverick County Official Public Records and continuing to a steel stake set at a northwest corner of a 567.49 acre tract called Tract A in conveyance documents to The Trust Company recorded in Volume 1246, Pages 205-238 and to JP Morgan Chase Bank, N.A. recorded in Volume 1158, Pages 1-38 of the Maverick County Official Public Records for the northeast corner of the herein described tract;

**THENCE** S00°27'35"E, 1551.24 feet, at 464 feet passing said gas line easement and continuing to a steel stake set at the southwest corner of said Tract A for a reentrant corner of the herein described tract;

**THENCE** N89°26'31"E, 160.77 feet with the south line of Tract A to a steel stake set for an angle point in the north line of the herein described tract;

**THENCE** S52°23'19"W, 26.71 with the south line of said Tract A to a steel stake set in the northwest line of the 150 feet wide right of way for the main canal operated by the Maverick County Water Control and Improvement District Number 1 recorded in Volume 29, Pages 435-440 of the Maverick County Deed Records at the beginning of a curve to the left for the eastmost corner of the herein described tract;

**THENCE** Southwesterly with the west right of way of said main canal following a curve to the left having a radius of 648 feet, chord distance of 452.52 feet and chord bearing of S32°30'35"W, at an arc length of 441.77 feet passing the north line of a 20 feet wide drainage, utility and access easement recorded in Volume 1134, Pages 57-64 of the Maverick County Official Public Records and continuing for a total arc length of 462.26 feet to a steel stake set in the north line of Second Street for the southeast corner of the herein described tract;

**THENCE** N89°27'27"W, 660.73 feet with the north right of way of Second Street to the POINT OF BEGINNING containing 29.96 acres of land within the herein described boundary as surveyed by DIRKSEN ENGINEERING on January 31, 2012.

STATE OF TEXAS  
COUNTY OF MAVERICK

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

The Owners of the land shown on this subdivision plat and whose name is subscribed hereto and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey and dedicates to the use of the public forever all streets, utility easements and public places thereon shown for the purposes and considerations therein expressed, and the same are dedicated to the City of Eagle Pass.

The Owner certifies 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 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 connections, if available, provided to the lots meet, or will meet, the minimum standards.
- The Owner attests that the matters asserted in this plat are true and complete.

Jose Francisco Mondragon-General Partner-Invermex, LLC

STATE OF TEXAS  
COUNTY OF MAVERICK

BEFORE ME, the undersigned notary public, on this day personally appeared, Jose Francisco Mondragon, 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 consideration thereby expressed.

Given under my hand and seal of office this 21 day of February, 2013.  
*Denise Garza*  
Signature Notary Public State of Texas

COUNTY CLERK'S RECORDING CERTIFICATE  
I, *Denise Garza*, County Clerk of Maverick County, certify that the plat bearing this certificate was filed for record at 10:53 o'clock A.M. on February 21, 2013 and was recorded in Envelope 348, Side A in the Map Records of Maverick County at 10:53 o'clock A.M. on February 21, 2013.

*Denise Garza*  
Maverick County Clerk

STATE OF TEXAS  
COUNTY OF UVALDE

I hereby certify that the water and sewer for this subdivision were designed in accordance with the requirements of the City of Eagle Pass, Texas, that these services will be 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.

*Kenneth R. Dirksen*  
Kenneth R. Dirksen, P.E. 82628

This instrument was acknowledged before me on the 21 day of February, of 2013 by Kenneth R. Dirksen, P.E.

*Denise Garza*  
Signature Notary Public State of Texas  
My commission expires on 8/29/2016

CITY OF EAGLE PASS  
CERTIFICATE OF PLAT APPROVAL

WE THE UNDERSIGNED CERTIFY that this Re-Plat of The Park Commercial Subdivision was reviewed and approved by the City Council of Eagle Pass on August 31, 2013.

*Michael B. Rodriguez*  
Mayor of the City of Eagle Pass  
Date: 2-21-2013

Given under my hand and seal of office this 21 day of February, 2013.  
*Michael B. Rodriguez*  
Signature Notary Public State of Texas

WE THE UNDERSIGNED CERTIFY that this Re-Plat of The Park Commercial Subdivision was reviewed and approved by the Planning and Zoning Commission of the City of Eagle Pass on May 10, 2013.

*Michael B. Rodriguez*  
Chairman - City of Eagle Pass Planning and Zoning Commission  
Date: February 21, 2013

Given under my hand and seal of office this 21 day of February, 2013.  
*Michael B. Rodriguez*  
Signature Notary Public State of Texas

WE THE UNDERSIGNED CERTIFY that this Re-Plat of The Park Commercial Subdivision was reviewed and approved by the City Manager of the City of Eagle Pass on

*Michael B. Rodriguez*  
City Manager of the City of Eagle Pass  
Date: 2-21-2013

Given under my hand and seal of office this 21 day of February, 2013.  
*Michael B. Rodriguez*  
Signature Notary Public State of Texas

- Notes:
- The area being re-platted by this instrument was previously platted and recorded in Envelope 335, Side A of the Maverick County Plat Records.
  - There are 4 lots, 6.82 acres/lot, a 1.23 acre detention pond & 939 lf of street in 1.46 acres of right of way.
  - A 20 feet wide landscaping easement is reserved along all rights of way.
  - All utilities are required to be buried within the subdivision shown on this plat. See Deed Restrictions for additional information.
  - No part of the subdivision shown on this plat is within "Zone AE", Special Flood Hazard Area, as shown on Flood Insurance Rate Map Number 48323C0451D for Maverick County, Texas and incorporated Areas dated April 4, 2011.
  - If residential uses are to be developed on the newly created lots, the parkland fee required for all residential subdivision will be paid for at the time of building permit issues.
  - The subsequent development of all lots shall comply with the provision of Chapter 13 governing fire protection, Chapter 27 governing water services, sewer services, and surface water management and Chapter 23 Article IV Article V and Article VI governing subdivision design and construction standards.
  - The 20 feet wide Landscape Easement shown on this plat will be maintained by the Developer, Invermex, LLC.

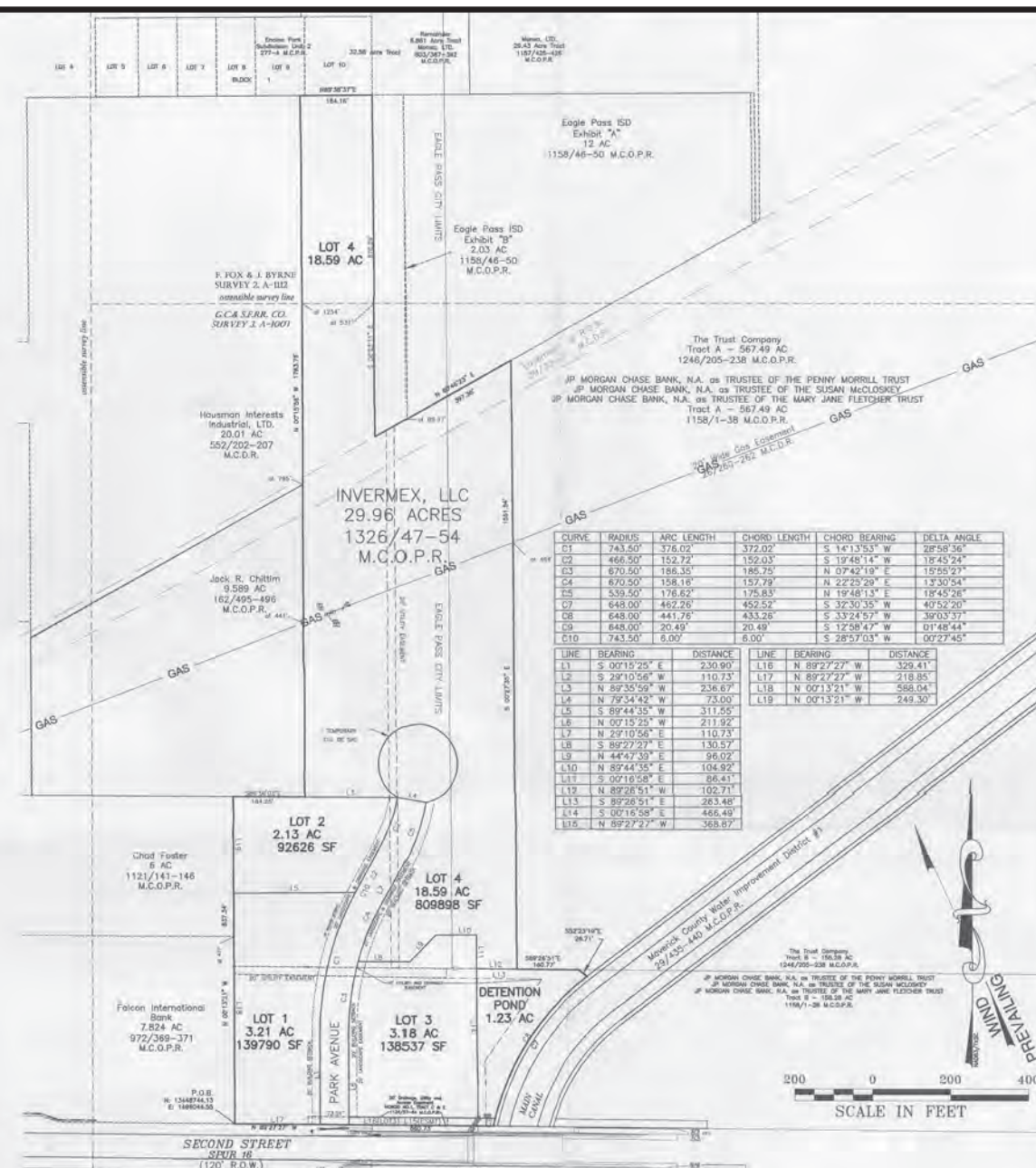
STATE OF TEXAS  
COUNTY OF UVALDE

I certify that this plat was prepared from an actual survey conducted on July 13, 2012 on the ground under my supervision and the monuments shown are within the positional tolerance required by 22TAC SEC 863.15.

*Kenneth R. Dirksen*  
Kenneth R. Dirksen  
Registered Professional Land Surveyor 6260  
PROJECT NUMBER: 12-0122

This instrument was acknowledged before me on the 21 day of February, of 2013 by Kenneth R. Dirksen.

*Denise Garza*  
Signature Notary Public State of Texas  
My commission expires on 8/29/2016



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	743.50'	376.02'	372.02'	S 14°13'53" W	28°58'36"
C2	466.50'	152.72'	152.03'	S 19°48'14" W	18°45'24"
C3	670.50'	166.35'	166.75'	N 07°42'19" E	15°58'27"
C4	670.50'	158.18'	157.79'	N 22°25'29" E	12°30'54"
C5	539.50'	176.62'	176.83'	N 19°48'13" E	18°45'28"
C7	648.00'	462.26'	452.52'	S 32°30'35" W	40°52'20"
C8	648.00'	441.77'	433.28'	S 33°24'57" W	36°03'37"
C9	648.00'	20.49'	20.49'	S 17°58'47" W	07°48'44"
C10	743.50'	6.00'	6.00'	S 28°57'03" W	00°27'45"

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 00°15'25" E	230.90'	L16	N 89°27'27" W	329.41'
L2	S 29°10'04" W	110.73'	L17	N 89°27'27" W	218.85'
L3	N 89°25'59" W	236.67'	L18	N 00°13'21" W	588.04'
L4	N 79°34'43" W	73.00'	L19	N 00°13'21" W	249.30'
L5	S 89°44'35" W	311.55'			
L6	N 00°15'25" W	211.57'			
L7	N 29°10'04" W	110.73'			
L8	S 89°27'27" E	130.57'			
L9	N 44°47'30" E	96.02'			
L10	N 89°44'35" E	104.82'			
L11	S 00°15'25" E	66.41'			
L12	N 89°28'51" W	102.71'			
L13	S 89°28'51" E	263.48'			
L14	S 00°15'25" E	466.49'			
L15	N 89°27'27" W	368.67'			

- LEGEND
- BOUNDARY LINE
  - SURVEY LINES
  - SET 1/2" STEEL STAKE
  - FOUND MONUMENT
  - SANITARY SEWER
  - SEWER MANHOLE
  - CITY LIMITS
  - DEED LINES
  - EASEMENT
  - FENCE
  - GAS LINE
  - 911 ADDRESS
  - FIRE HYDRANT
  - LUMINAIRE



REPLAT OF THE PARK  
COMMERCIAL SUBDIVISION

PREPARED ON FEBRUARY 15, 2013 FOR:  
Invermex, LLC  
1000 CROWN RIDGE  
Eagle Pass, TX 78852

DIRKSEN ENGINEERING  
TERRY FIRM #P-0848  
TERRY FIRM #10183741  
811 NORTH COUNTRY CT  
UTAHDA, TEXAS 78601  
PHONE 830-278-2100



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## Loan Products

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### Rural Seed Money Loan Products

The Housing Assistance Council (HAC) operates several loan funds that provide vital seed money to rural housing developers: community-based, nonprofit organizations, housing development corporations, self help housing sponsors, farm worker organizations, cooperatives, Indian tribes, public agencies, units of local government, public utility districts, and small business and minority contractors. HAC funds help these organizations and individuals take the steps necessary to improve housing and living standards for rural, low- and very-low-income households, such as creation of subdivisions and new single- or multifamily housing units, rehabilitation of existing units, and improved water and waste water disposal systems in rural communities.

The Housing Assistance Council's loan fund provides low-cost financing to developers of affordable housing in rural communities nationwide. Funds are currently available at 5.0% interest with a discounted 1.0% service fee; borrowers are responsible for closing costs. Current interest rate for for-profit developers is 8%. The standard loan term is three years. There is no maximum loan amount, although loans may not exceed available collateral. Loans must be recoverable from the permanent financing for the project.

Loans must be for projects, which include provisions for serving low-income people as defined by federal guidelines. Projects serving low- and very-low income persons will receive priority. At least 51% of the resulting housing units must be affordable to low- or very-low income people. The proposed projects must be located in areas that are rural in character and have populations of less than 25,000. Each of HAC's loan products is briefly described below.

#### PRE-DEVELOPMENT

Loan funds are available for predevelopment expenses associated with the development of affordable housing. Eligible uses are: land options, down payments, architectural and engineering fees, site surveys, soil test borings, market studies, appraisals, environmental engineering studies, archeological clearances, and legal expenses related to site acquisition.

#### SITE ACQUISITION

Loan funds are available for acquisition and related costs for the development of affordable housing. Eligible uses are: land options, escrow payments, land purchase, legal expenses associated with site acquisition, and other reasonable closing costs.

#### SITE DEVELOPMENT

HAC loan funds may finance site development expenses associated with affordable single-family and multifamily development



including self-help housing. Eligible expenses are: impact and permit fees, engineering surveys/fees, clearing and grading, wells, septic/water, sewer installation, utility hook-ups, streets, curbs, sidewalks, and legal expenses for site development.

### **CONSTRUCTION**

Loan funds may finance unit construction costs of affordable housing developments. Eligible expenses are: construction materials and labor, construction bonds, construction inspection fees, legal costs, and title and recording fees. The maximum loan amount for construction loans is currently \$750,000 and limited to single-family development. All fees incurred by HAC, including legal costs, hiring of a local construction inspector, title, and recording fees, will be charged to the borrower and, if necessary, financed by the HAC loan. The term of the loan will be determined by the needs of the project, pending underwriting review.

### **SELF-HELP HOUSING**

**The 2012 Self-Help Homeownership Opportunity Program (SHOP) funding round is now closed.**

HAC provides loan funds through the HUD Self-Help Homeownership Opportunity Program (SHOP) to self-help housing providers for land acquisition and infrastructure improvement for the development of self-help units. The homebuyer family must contribute a significant amount of sweat-equity towards the construction of the dwelling. Loan funds are made available through a competitive application process and cannot exceed \$15,000 per lot. SHOP loans are at 0% interest. Up to 90% of the SHOP loan may be forgiven when the borrower has satisfied the conditions of the loan agreement. The forgivable portion may become a grant for the group to establish its own revolving loan fund for future site acquisition and development of self-help housing or to provide direct subsidies to participating homebuyer families. SHOP funds are subject to HUD Environmental Review regulations.

### **PRESERVATION LOAN**

PRLF proceeds are for short- or long-term costs of preservation, repayment and rehabilitation of USDA RHS Section 515 properties. Loans may be used for refinancing and costs incorporated into long-term financing such as options; downpayments; purchase; site development; architectural and engineering fees; construction financing; working capital and construction bonds; costs associated with USDA RHS required Capital Needs Assessments; preliminary easement and water rights purchase; legal expenses to establish utility districts; bonding; interim financing of local share costs; acquisition of existing private systems for rehabilitation; and emergency repair; and rehabilitation and repair.

If you are interested in applying for HAC loan funds, please contact Tanisha Jacob, Loan Fund Assistant, at (202) 842-8600, for information regarding application criteria and to request an application packet. In 2013, HAC's Loan Committee will meet on the dates listed below (subject to change). Applications to be considered at a given meeting are due six weeks prior to that meeting.

### **Committee Meeting Dates**

January 11, 2013  
 February 8, 2013  
 March 8, 2013  
 April 5, 2013  
 May 17, 2013  
 June 7, 2013  
 July 12, 2013  
 August 9, 2013  
 September 6, 2013  
 October 4, 2013  
 November 8, 2013  
 December 6, 2013

Applications should be submitted to HAC's National Office at 1025 Vermont Avenue, N. W., Suite 606, Washington, D. C. 20005, Attention: Loan Fund Division. Telephone (202) 842-8600. Information about HAC and state and federal loan programs may be obtained from the same address or from the HAC Regional Offices.

### **For Projects Located In:**

Alabama, Arkansas, Florida, Georgia,  
 Louisiana, Mississippi, North Carolina,  
 South Carolina, or Tennessee

### **Contact**



### **HAC Southeast Office**

Carolyn Branton, Director  
 600 W. Peachtree St., NW, Suite 1500  
 Atlanta, GA 30308  
 404-892-4824  
 fax: 404-892-1204  
[southeast@ruralhome.org](mailto:southeast@ruralhome.org)



## Loan Products - Housing Assistance Council

<http://www.ruralhome.org/hac-services/loans/loan-products#prede...>**For Projects Located In:**

Arizona, Colorado, New Mexico, Texas,  
Utah or Wyoming

**HAC Southwest Office**

Gene Gonzales, Director  
3939 San Pedro, NE, Suite C7  
Albuquerque, NM 87110  
505-883-1003  
fax 505-883-1005  
[southwest@ruralhome.org](mailto:southwest@ruralhome.org)

**For Projects Located In:**

Alaska, California, Hawaii, Idaho,  
Montana, Nevada, Oregon, or  
Washington

**Western Office**

Karl Ory, Director  
717 K Street, Suite 404  
Sacramento, CA 95814  
916-706-1836  
fax: 916-706-1849  
[western@ruralhome.org](mailto:western@ruralhome.org)

**For Projects Located In:**

Illinois, Indiana, Iowa, Kansas,  
Michigan, Minnesota, Missouri,  
Nebraska, North Dakota, Ohio,  
Oklahoma, South Dakota, or Wisconsin

**HAC Midwest Office**

Nicole Opfer, Director  
10100 N. Ambassador Drive, Suite 310  
Kansas City, MO 64153  
816-880-0400  
fax 816-880-0500  
[midwest@ruralhome.org](mailto:midwest@ruralhome.org)

**For Projects Located In:**

Connecticut, Delaware, Kentucky,  
Maine, Maryland, New Hampshire, New  
Jersey, New York, Pennsylvania, Rhode  
Island, Vermont, Virginia, West Virginia

**National Office**

Jeff Mosley  
1025 Vermont Ave, N.W., Suite 606  
Washington, DC 20005  
202-842-8600 x140  
fax 202-347-3441  
[jeff@ruralhome.org](mailto:jeff@ruralhome.org)

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## Green Card Through Investment

Entrepreneurs (and their spouses and unmarried children under 21) who make an investment in a commercial enterprise in the United States and who plan to create or preserve ten permanent full time jobs for qualified United States workers, are eligible to apply for a green card (permanent residence).

Up to 10,000 visas may be authorized each fiscal year for eligible entrepreneurs.

You must invest \$1,000,000, or at least \$500,000 in a targeted employment area (high unemployment or rural area). In return, USCIS may grant conditional permanent residence to the individual.

For more information, see Section 203(b)(5) of the Immigration and Nationality Act (INA) and 8 CFR 204.6 (see the "INA" link to the right).

### Eligibility Criteria

You may be eligible to receive permanent residence based on investment if:

- You have an approved Form I-526, Immigrant Petition by Alien Entrepreneur
- You are admissible to the United States
- An immigrant visa is immediately available

### Application Process

#### If You Are Living Outside the United States

You can become a permanent resident through consular processing if you live outside the United States. Consular processing is when USCIS works with the Department of State to issue a visa on an approved Form I-526, Immigrant Petition by Alien Entrepreneur, petition when a visa is available. For more information on consular processing, see the "Consular Processing" link to the left under "Green Card Processes & Procedures."

#### If You Are Living in the United States

You can become a conditional permanent resident through adjustment of status if you live inside the United States. Once the Form I-526 is approved and a visa number is available, you can apply for conditional permanent residence on Form I-485, Application to Register Permanent Residence or Adjust Status. For more information see the "Visa Availability & Priority Dates" and "Adjustment of Status" links to the left under "Green Card Processes & Procedures."

### Supporting Evidence for Form I-485

You should submit the following evidence/documentation with your application:

- Two passport-style photos
- Form G-325A, Biographic Information, if you are between 14 and 79 years of age
- Copy of government issued photo identification
- Copy of birth certificate
- Copy of passport page with nonimmigrant visa (if applicable)
- Copy of passport page with admission (entry) or parole stamp (if applicable)
- Form I-94, Arrival/ Departure Record (if applicable)
- Certified copies of court records (if you have been arrested)
- Form I-693, Report of Medical Examination and Vaccination Record
- Applicable fees
- The approval notice for Form I-526 (Form I-797)

### Family of Entrepreneurs

Your spouse and unmarried children under the age of 21, (known as derivatives) may be included on your immigration petition. If they are residing in the US, they will each need to file a Form I-485. They are counted towards the annual cap of 10,000 visas.

### Work & Travel Authorization

Generally, when you have a pending Form I-485, it is possible for you to apply for authorization to work in the United States and to seek advance parole (advance permission to travel and be admitted to the United States upon your return). For further information, see the "Work Authorization" and "Travel Documents" links to the left under "Green Card Processes & Procedures."

Last updated: 03/30/2011

### Related Links

- [EB-5 Immigrant Investor](#)

### More Information

- [Working in the U.S.](#)

### Forms

- [I-485, Application to Register Permanent Residence or Adjust Status](#)
- [G-325, Biographic Information](#)
- [I-693, Report of Medical Examination and Vaccination Record](#)
- [I-526, Immigrant Petition by Alien Entrepreneur](#)
- [I-829, Petition by Entrepreneur to Remove Conditions](#)
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### Other USCIS Links

- [Green Card Resources](#)
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ANDREW ROSS SORKIN  
EDITOR-AT-LARGE

The New York Times

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## Visas-for-Dollars Program a Boon to Hotel Developers

BY JANET MORRISSEY

When **Marriott International** wanted to open a new hotel in downtown Seattle, the company's developers didn't sell bonds, take out a mortgage or tap other traditional forms of financing for the \$88 million project. Instead, it raised the bulk of the money from wealthy immigrants who wanted a green card.



Peter Yates for The New York Times  
The Marriott Courtyard hotel in downtown Seattle was paid for in part through a federal program that grants visas to immigrant investors.

A government program, which grants so-called EB-5 visas to foreigners who invest at least \$500,000 in an American business, is now a popular source of financing for new Marriott hotels. Since the Seattle deal in 2008, the company has endorsed 14 projects that use EB-5 financing, including the downtown Milwaukee Marriott, a Courtyard Marriott in Midtown Manhattan and a \$168 million hotel near the Staples Center in Los Angeles.

"It's created liquidity in a relatively illiquid market," said Anthony Capuano, the chief development officer at Marriott.

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The EB-5 program has been around since 1990, but small hotel developers started flocking to it in the aftermath of the financial crisis of 2008. They didn't have much choice. With the economy in tatters and the travel market tanking, many projects stalled or were canceled altogether when financing evaporated. Even now as the industry fundamentals improve and room occupancy rates rise, money is hard to come by — expensive for some, nonexistent for others.

The federal government offers an alternative. Under the **Citizenship and Immigration Services'** Immigrant Investor Program, foreigners can obtain EB-5 visas — essentially temporary residency status — by investing \$1 million, or \$500,000 in high unemployment areas, in a commercial venture that generates 10 jobs over two years.

It has proved to be a relatively cheap source of financing. Hotel developers can raise money through the EB-5 program by offering returns of less than 4 percent. In contrast, the interest rates on debt starts at 6 percent, with some riskier forms of financing running at 10 percent or higher. Investors who take an equity stake in a hotel project aim for returns of 20 percent.

"Foreigners are buying visas and are much less concerned about the rate of return they earn on their investment," said David Loeb, a senior analyst at Robert W. Baird.

Despite the potential advantages, big industry players were reticent at first. Many dismissed it as a marginal program for questionable projects that couldn't get financing any other way. They also wondered how developers could round up 200 investors to pay for a \$100 million project.

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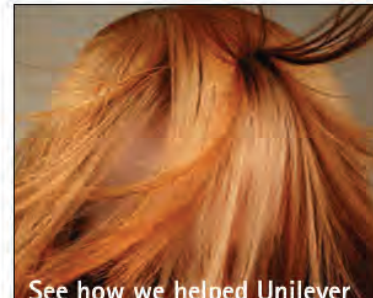
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"We would go to conferences and talk about the program, and people just didn't believe it was real — they didn't believe you could raise that much money," said Catherine D. Holmes, partner at the law firm Jeffer Mangels Butler & Mitchell. Once Marriott was in the picture, "people started to take it more seriously," said Ms. Holmes, whose firm is helping clients use EB-5 financing for 40 different hotel projects.

Over the last 18 months, developers for Hilton Worldwide, [Hyatt Hotels](#) and [Starwood Hotels & Resorts Worldwide](#) have turned to EB-5 financing. In July, [FelCor Lodging Trust](#) announced plans to raise \$45 million through EB-5 financing as part of its planned \$230 million redevelopment of the Knickerbocker Hotel in Times Square. Sam Nazarian, the hospitality magnate known for his celebrity-packed hotels, restaurants and nightclubs in Los Angeles, plans to build the first SLS hotel in New York with EB-5 money.

"It's a method of financing that's current, available and very credible," said Craig Mance, Hilton's senior vice president for development for North America "It's helping deals move forward." Hilton has 10 projects relying on EB-5 financing.

EB-5 financing has been a boon to development broadly.

So far this year, the government has issued 3,002 temporary visas through the program, up from 640 in 2008. Most have gone to Chinese immigrants, with a number handed out to investors in Britain, India, the Netherlands and South Korea.

Developers often work with so-called regional centers, federally approved organizations that help them draw up business plans and recruit potential investors.

While the regional center program is slated to end on Sept. 30, the Senate approved a bill to extend it for three years. It is expected to pass Congress, although a date has not been set for the vote in the House.

The program has been a good fit for hotels, which create direct jobs — desk people, housekeepers and managers — as well as indirect employment for the companies providing towels and other supplies. "Hotels are 24-hour-a-day, 365-day businesses," said Mr. Capuano of Marriott. "They're ideal for driving job growth."

Marriott's 377-room hotel under construction in Los Angeles is estimated to generate 4,240 direct and indirect jobs by 2016, above its EB-5 goal of 3,360. The developers benefit in part from the hotel's proximity to the Staples Center, which houses four professional sports teams; Marriott guests are expected to help drive the sales of tickets and team souvenirs. The project even gets a boost from the jumbo electronic billboard outside the hotel, which should lead to jobs for advertising, marketing and leasing the sign.

"The idea is that more money in the economy equates to more jobs," said Henry Liebman, the president of American Life, a regional center that worked with Marriott's developers.

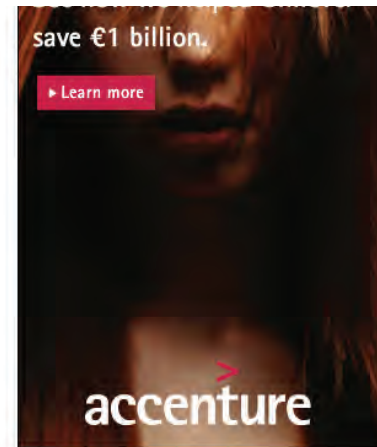
The program has had its share of problems. It was suspended from 1998 to 2003 over complaints of fraud and corruption, according to the government agency that oversees that program. In some cases, a foreign investor would commit money with a promissory note, then never hand over the cash. There were also cases where middlemen would siphon off cash, leaving little for the developers. Other times, developers took the cash but never built the project.

"There were some issues with investors trying to circumvent the capital and job-creation requirements," said Claire Nicholson, a spokeswoman for Citizenship and Immigration Services.

The government has worked to clean up the program. Investors are now required to pay the full amount upfront and any fees to middlemen must be paid separately.

"We're committed to ensuring the program achieves its job creation mission efficiently and effectively," Ms. Nicholson said.

As Marriott and other big hoteliers have jumped on board, they have also helped improve the credibility of the program, according to industry players.



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The hotel companies closely analyze each project, whether or not they use EB-5 financing. They want to ensure the hotel meets brand standards and the debt levels are manageable.

"If someone tells me they've got a \$10 million project and they've got \$10.5 million in debt, that's a project that I'm going to question because it's overleveraged," Mr. Mance of Hilton said. It's up to the developers and the regional centers to ensure the project meets the EB-5 requirements.

Even after traditional financing comes back significantly, Marriott, Hilton and others say they are likely to continue using the EB-5 program. It's relatively cheap and stable, and it complements other financing sources. Said Mr. Mance: "If it works, why not use it again?"

A version of this article appeared in print on 09/07/2012, on page B6 of the New York edition with the headline: Visa-by-Dollars Program a Boon to Hotel Developers.

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## EB5 Regional Center

The McAllen EB-5 Regional Center has been designated by the United States Citizenship and Immigration Services (USCIS) as a "Regional Center" for participation in the EB-5 Immigrant Investor Pilot Program.

McAllen EB-5 Regional Center focuses on financing and developing commercial and mixed-use real estate exclusively within Hidalgo County, Texas. Do you have a project for our center? Or are you an investor looking for available projects? If so, download our EB5 project packet now. The packet includes the project application as well as the investor application.

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### What is a Regional Center

To encourage immigration through the EB-5 program, Congress created a pilot program in 1993. The program specifically sets aside 3,000 visas annually for foreign investors who apply through a United States Citizen and Immigration Services (USCIS) designated regional center investment program. An investor seeking an EB-5 immigrant visa through a designated regional center must generally make a qualifying investment of \$1 million and demonstrate that at least 10 jobs were directly or indirectly created through the investment.

Certain rural, high unemployment or Targeted Employment Areas (TEA) qualify for a lesser capital investment of \$500,000. McAllen EB5 Regional Center within Hidalgo County is a designated regional center that focuses solely on qualifying projects within targeted employment areas. In Hidalgo County we have 80 census tracts out of which 72 census tracts qualify as TEA's.

An investor seeking an EB-5 immigrant visa through a designated regional center must also demonstrate that at least 10 jobs were directly or indirectly created through the investment. McAllen EB5 Regional Center will utilize a USCIS approved job methodology to measure and verify a qualifying project's required job creation.

Before participating in a regional center EB-5 investment program, each investor independently petitions USCIS for an EB-5 visa. Qualified investors investing through a regional center receive a conditional green card valid for two years. The investor, spouse and unmarried children (under age 21 at the time of petition) can then apply for permanent residency based on investment. If approved, the investor and his immediate family become permanent green card holders and can later apply to become U.S. citizens. Upon receipt of conditional permanent resident status, the investor and immediate family are entitled to the same benefits as other lawful permanent residents.

### Industries for McAllen EB5 Regional Center

McAllen EB5 Regional Center Investments will range across a number of industrial sectors:

- Advanced and light manufacturing
- Higher education and research and development
- Entertainment, tourism, hospitality and hotel construction
- Medical research, medical services and hospital construction
- Transportation and infrastructure
- Mixed-use commercial and residential real estate development
- Commercial real estate development

### Green Card vs Regional Center EB5 Visa

- No need to set up a business
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# Foreign investors commit to McAllen hotel project

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Posted: Tuesday, October 9, 2012 9:35 pm | Updated: 7:40 am, Wed Oct 10, 2012.

Dave Hendricks

McALLEN — Foreign investors plan to build a Cambria Suites hotel near the McAllen Convention Center, investing at least \$500,000 each to secure immigration visas.

The 121-room hotel on Ware Road would finally bring lodging to the convention center campus. Without an adjacent hotel, McAllen has struggled to attract major conventions even when the Chamber of Commerce offers the building free.

With backing from foreign investors, developer Fulcrum Management Corp. plans to start construction on the Cambria Suites Convention Center Hotel early next year. The project would involve 16 foreign investors who commit at least \$8 million between them.

"We have already signed up 12 investors for that project. Half of them have already put up their \$500,000-plus," said Roy Cantu, who heads the McAllen Economic Development Corp.'s EB-5 Regional Center, which recruits foreign investors for projects across Hidalgo County. "So it's moving forward positively and we hope that we have the other four



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investors lined up and signed up before the end of the month."

The federal Immigrant Investor Program, commonly called EB-5 after a category of employment-based immigration, grants visas to foreign investors who create jobs in the United States. In high-unemployment areas, including much of Hidalgo County, an investor must put down \$500,000 to qualify.

After passing various checks by U.S. Citizenship and Immigration Services, the foreign investor receives a green card valid for two years. The investor and family members also are eligible to apply for permanent residency.

Cantu announced the hotel project Tuesday at a round-table discussion with U.S. Sen. John Cornyn, R-Texas. Mayors and other officials from across the Rio Grande Valley, including Cameron County Judge Carlos Cascos and Pharr Mayor Leo "Polo" Palacios, attended the meeting. Afterward, McAllen Mayor Richard Cortez presented Cornyn with the key to the city.

For years, hotel operators have eyed the convention center campus, but the recession and resulting credit crunch stalled those plans.

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The hotelier who runs the Fairwinds Executive Inn, located on Business 83 in Pharr, planned to build a Holiday Inn nearby. McAllen inked an economic development agreement with the businessman, but a groundbreaking scheduled for no later than March 1 never happened.

Other hoteliers planned to build a La Quinta Inn & Suites and an Embassy Suites nearby. Both projects stalled several years ago amid the recession.

..  
**Dave Hendricks covers McAllen and general assignments for *The Monitor*. He can be reached at [dhendricks@themonitor.com](mailto:dhendricks@themonitor.com) and (956) 683-4452.**

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Posted in Local on Tuesday, October 9, 2012 9:35 pm. Updated: 7:40 am.

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### Bexar has new tool for foreign investors

By David Hendricks

Updated 8:48 pm, Monday, October 8, 2012

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Bexar County now has its own EB-5 regional center, a financial tool that invites foreign investors to pour money into U.S. job-creation projects and allows the investors to start a process to obtain U.S. residency.

The U.S. Citizenship and Immigration Services, a Department of Homeland Security agency, has approved the application by the Brooks Development Authority and its Brooks City-Base development to operate the countywide center, authority board chairman Manuel Peláez-Prada said Monday.

The application had been pending for more than two years and originally was intended to help the authority find capital to further develop Brooks City-Base with more roads, drainage, building renovations and new

buildings.

But Bexar County officials, led by Bexar County Judge Nelson Wolff and his son, Kevin Wolff, a county commissioner, requested that the Brooks authority extend the EB-5 application throughout Bexar County for other possible projects.

EB-5 regional centers have existed for more than 20 years as a federal program. On Sept. 28, Congress approved a three-year extension of the EB-5 program.

There already are 18 in Texas alone, according to the USCIS website.

Foreign investors can begin the process of establishing residency for their families and themselves with a minimum \$500,000 investment into U.S.-based projects creating jobs in high-unemployment areas or \$1 million in areas without high unemployment.

The projects can only be within the geographic area of the EB-5 regional center accepting the investment. Investors do not have to live in the same geographic area, so they can choose to invest through any of the centers in the U.S.

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If investments create 10 jobs or more within two years, investors can apply for permanent residency and eventual citizenship.

Brooks Development Authority will have to compete nationally with hundreds of other EB-5 regional centers for foreign investors from China, Mexico, the rest of Latin America, Europe and other regions of the world, Peláez-Prada said.

Since Brooks Development Authority is a government-operated agency, the extra layer of scrutiny could be attractive to foreign investors, Peláez-Prada said.

"It gives us another economic development tool to seek projects using foreign capital," said Ramiro Cavazos, president and CEO of the San Antonio Hispanic Chamber of Commerce and a Brooks Development Authority board member.

"As the South Side grows from the Eagle Ford Shale, the EB-5 will allow Brooks to be front and center. Just as Port San Antonio has a runway and great rail connections, Brooks has a keen role in Southeast San Antonio to bring more investment to San Antonio and Bexar County," Cavazos said.

Foreign investors will earn profits on their investments as roads, drainage and building construction increase lease and land sale revenues at Brooks City-Base, Peláez-Prada said.

Brooks City-Base, with more than 1,200 acres, already has \$250 million in road, drainage and building projects on the drawing board, he said. Anyone seeking financing for projects that would create jobs, such as hotels, shopping centers, restaurants and hospitals in Bexar County, also can apply through the Brooks authority to seek investment in part or all of a project, Peláez-Prada said.

"The sky is the limit," he said. "We want to be as big as we can be. We promised the city and county this would be an economic development arrow in the quiver to help businesses expand."

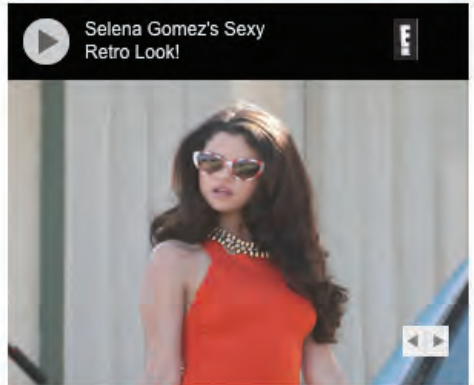
Kevin Wolff said the county asked Brooks to expand the geographical boundaries of the EB-5 center in order to include a proposed children's research hospital. At the time, Bexar County was seeking to fill a funding gap for the hospital.

Since then, however, the University of Texas Health Science Center at San Antonio and the Baptist Health System have decided to form a partnership to build the children's hospital. So now, it likely will not need funds from EB-5 participation, Wolff said.

Asked if Bexar County has projects that might seek EB-5 investments, Wolff said, "I haven't thought of anything yet."

dhendricks@express-news.net

7. UTSA baseball player accused of beating fellow athlete



#### NEWS



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#### ENTERTAINMENT



CineFestival wraps with 'Filly Brown'

**SUPPLEMENTARY INFORMATION:****Overview**

*Federal Agency:* Rural Housing Service.

*Funding Opportunity Title:* Rural Community Development Initiative.

*Announcement Type:* Initial Announcement.

*Catalog of Federal Domestic Assistance (CFDA) Number:* 10.446.

**Part I—Funding Opportunity Description**

Congress initially created the RCDI in Fiscal Year (FY) 2000 to develop the capacity and ability of nonprofit organizations, low-income rural communities, or federally recognized tribes to undertake projects related to housing, community facilities, or community and economic development in rural areas.

**Part II—Award Information**

Appropriation Acts have made available a total of \$8,611,000 for RCDI for FYs 2011 and 2012. The FY 2011 and the FY 2012 appropriated RCDI funds will be divided between the traditional RCDI Program and the Rural Jobs and Innovation Accelerator Challenge as follows: \$2,500,000 of the FY 2011 funds and \$1,811,000 of the FY 2012 funds will be available for the traditional RCDI program and \$2,490,000 of the FY 2011 funds and \$1,810,000 of the FY 2012 will be reserved for awards through a Federal Funding Opportunity Announcement in partnership with the Department of Commerce Economic Development Administration for the Rural Jobs and Innovation Accelerator Challenge. The Rural Jobs Accelerator provides resources to support the development of clusters in approximately 20 regions, selected through a competitive inter-agency grant process, and assist rural distressed communities accelerate job creation by: leveraging local assets, building stronger communities, and creating regional linkages.

Opportunities for accelerated job creation in rural regions can be found in numerous high-potential industry clusters, including renewable energy, food production, rural tourism, natural resources, and advanced manufacturing.

Qualified private, nonprofit and public (including tribal) intermediary organizations proposing to carry out financial and technical assistance programs will be eligible to receive the funding. The intermediary will be required to provide matching funds in an amount at least equal to the RCDI amount and the respective minimum and maximum grant amount per

intermediary is \$50,000 and \$300,000. The intermediary must provide a program of financial and technical assistance to a private nonprofit, community-based housing and development organization, a low-income rural community or a federally recognized tribe.

**Part III—Eligibility Information****A. Eligible Applicants**

1. Qualified private, nonprofit, including faith-based and community organizations, in accordance with 7 CFR part 16, and public (including tribal) intermediary organizations. Definitions that describe eligible organizations and other key terms are listed below.

2. RCDI grantees that have an outstanding grant over 3 years old, as of the application due date in this round of funding. Grant and matching funds must be utilized in a timely manner to ensure that the goals and objectives of the program are met.

**B. Program Definitions**

*Agency*—The Rural Housing Service (RHS) or its successor.

*Beneficiary*—Entities or individuals that receive benefits from assistance provided by the recipient.

*Capacity*—The ability of a recipient to implement housing, community facilities, or community and economic development projects.

*Federally recognized tribes*—Tribal entities recognized and eligible for funding and services from the Bureau of Indian Affairs, based on the current notice in the **Federal Register** published by the Bureau of Indian Affairs. Tribally Designated Housing Entities are eligible RCDI recipients.

*Financial assistance*—Funds, not to exceed \$10,000 per award, used by the intermediary to purchase supplies and equipment to build the recipient's capacity.

*Funds*—The RCDI grant and matching money.

*Intermediary*—A qualified private, nonprofit (including faith-based and community organizations), or public (including tribal) organization that provides financial and technical assistance to multiple recipients.

*Low-income rural community*—An authority, district, economic development authority, regional council, or unit of government representing an incorporated city, town, village, county, township, parish, or borough whose median household income is at or below 80% of either the state or national Median Household Income as measured by the 2000 Census.

*Recipient*—The entity that receives the financial and technical assistance from the Intermediary. The recipient must be a private, non-profit community-based housing and development organization, a low-income rural community or a federally recognized Tribe.

*Regional collaboration*—Multi-jurisdictional areas typically within a State, territory, or Federally designated Tribal land but which can cross State, territory, or Tribal boundaries. The Regional Collaboration approach is intended to combine the resources of the Agency with those of State and local governments, educational institutions, and the private and nonprofit sectors to implement regional economic and community development strategies.

*Rural and rural area*—Any area other than (i) a city or town that has a population of greater than 50,000 inhabitants; and (ii) the urbanized area contiguous and adjacent to such city or town.

*Technical assistance*—Skilled help in improving the recipient's abilities in the areas of housing, community facilities, or community and economic development.

**C. Cost Sharing or Matching**

*Matching funds*—Cash or confirmed funding commitments. Matching funds must be at least equal to the grant amount and committed for a period of not less than the grant performance period. These funds can only be used for eligible RCDI activities. In-kind contributions such as salaries, donated time and effort, real and nonexpendable personal property and goods and services cannot be used as matching funds. Grant funds and matching funds must be used in equal proportions. This does not mean funds have to be used equally by line item. The request for advance or reimbursement and supporting documentation must show that RCDI fund usage does not exceed the cumulative amount of matching funds used. Grant funds will be disbursed pursuant to relevant provisions of 7 CFR parts 3015, 3016, and 3019, as applicable. Verification of matching funds must be submitted with the application.

The intermediary is responsible for demonstrating that matching funds are available, and committed for a period of not less than the grant performance period to the RCDI proposal. Matching funds may be provided by the intermediary or a third party. Other Federal funds may be used as matching funds if authorized by statute and the purpose of the funds is an eligible RCDI purpose. Matching funds must be used

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## Business and Cooperative Assistance

### **RURAL BUSINESS ENTERPRISE GRANTS (RBEG) PROGRAM**

The RBEG program provides grants for rural projects that finance and facilitate development of small and emerging rural businesses help fund distance learning networks, and help fund employment related adult education programs. To assist with business development, RBEGs may fund a broad array of activities.

#### **How much are the grants?**

There is no maximum level of grant funding. However, smaller projects are given higher priority. Generally grants range \$10,000 up to \$500,000.

#### **Who is eligible?**

Rural public entities (towns, communities, State agencies, and authorities), Indian tribes and rural private non-profit corporations are eligible to apply for funding. At least 51 percent of the outstanding interest in any project must have membership or be owned by U.S. citizens or resident aliens.

#### **Define Rural**

Rural is defined as any area other than a city or town that has a population of greater than 50,000 and the urbanized area contiguous and adjacent to such a city or town according to the latest decennial census. At least 51 percent of the outstanding interest in any project must have membership or be owned by U.S. citizens or resident aliens.

#### **What types of projects are eligible?**

The RBEG program is a broad based program that reaches to the core of rural development in a number of ways. Examples of eligible fund use include: Acquisition or development of land, easements, or rights of way; construction, conversion, renovation, of buildings, plants, machinery, equipment, access streets and roads, parking areas, utilities; pollution control and abatement; capitalization of revolving loan funds including funds that will make loans for start ups and working capital; training and technical assistance; distance adult learning for job training and advancement; rural transportation improvement; and project planning. Any project funded under the RBEG program should benefit small and emerging private businesses in rural areas. Small and emerging private businesses are those that will employ 50 or fewer new employees and have less than \$1 million in projected gross revenues.

#### **How to Apply**

To apply for funding for the RBEG program, please contact your Rural Development State Office.

#### **Availability of Funds**

Each year, Congress provides program funding as called for in the Federal Budget. Fiscal Year funding levels will be made available as soon as possible after the beginning of each Fiscal Year.

Last Modified:09/14/2011

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Map Legend: Ineligible Areas

We have spoken to USDA and once deannexed we can submit petition to update map as it is based on the City of Eagle Pass limit line.

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Map Legend: Ineligible Areas

By deannexing property we will be able to build affordable housing and apply for grants through USDA.



May 18, 2012

**VIA OVERNIGHT COURIER**

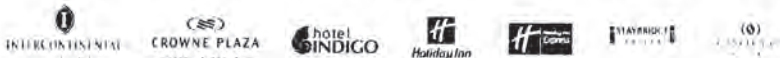
San Antonio, TX 78217

RE: LICENSE AGREEMENT DATED May 31, 2012 (AS SAME MAY HAVE BEEN AMENDED, THE "LICENSE") BETWEEN  
[REDACTED]  
("LICENSEE") AND HOLIDAY HOSPITALITY FRANCHISING, LLC ("LICENSOR") FOR THE STAYBRIDGE SUITES® HOTEL TO BE LOCATED AT EAGLE PASS, TX/#16218 (THE "HOTEL")

This letter will serve as the agreement of Licensor to permit Licensee to retain, as an advertising assistance allowance for the Hotel, a portion of the Gross Suites Revenue payable as monthly royalties under Paragraph 3 of the License as follows:

- [REDACTED]
- [REDACTED]

The terms of this letter agreement are not transferable. This letter agreement will automatically terminate upon the sending of any notice of termination under the License, upon automatic termination of the License for the Hotel, or if Licensee fails to cure any default under the License in a timely manner. Notwithstanding the foregoing, the allowance may not be utilized by Licensee after Licensee receives written notice that any default is pending under the License. During the period of default, full fees pursuant to



Six Continents Hotels, Inc.  
A Member of the InterContinental Hotels Group





**EXISTING TAX VALUE**

**The Park Subdivision  
Invermex, LLC**

Property ID - Legal Description	2004	2005	2006	2007	2008	2009	2010	2011	2012
		0.314470	0.304730	0.328330	0.345270	0.356160	0.405820	0.448030	0.465570
			-3.10%	7.74%	5.16%	3.15%	13.94%	10.40%	3.91%

83664 Abstract A1007 GC&S	Appraised Value		12,224	24,450	355,010	355,010	355,010	355,010	355,010
	Estimated Tax		38.44	74.51	1,165.60	1,225.75	1,264.40	1,440.70	1,590.55
8706951 Abstract A1112, Fox, F	Appraised Value				13,700	17,130	17,130	17,130	17,130
	Estimated Tax				44.98	59.14	61.01	69.52	76.75
8711175 Abstract A1007 GC&S	Appraised Value						550	91,480	91,480
	Estimated Tax						1.96	371.25	409.86
8711643 Abstract A1112, Fox, F	Appraised Value						720	260,780	260,780
	Estimated Tax						2.56	1,058.30	1,168.37
8711649 Abstract A1007 GC&S	Appraised Value						690	144,020	144,020
	Estimated Tax						2.46	584.47	645.25
8711650 Abstract A1112, Fox, F	Appraised Value						150	25,000	25,000
	Estimated Tax						0.53	101.46	112.01
<b>SUBTOTAL</b>		-	<b>38.44</b>	<b>74.51</b>	<b>1,210.58</b>	<b>1,284.89</b>	<b>1,332.92</b>	<b>3,625.70</b>	<b>4,002.79</b>

**Non-Plat  
Monsa LTD**

Property ID - Legal Description	2004	2005	2006	2007	2008	2009	2010	2011	2012
83400 Abstract A1112, Fox, F	Appraised Value	380	4,480	2,650	2,650	2,650	2,650	2,650	14,440
	Estimated Tax								36,090
85456 Encino Park Subdivision	Appraised Value			100,620	100,620	100,620	100,620	100,620	100,620
	Estimated Tax			306.62	330.37	347.41	358.37	408.34	450.81
85457 Encino Park Subdivision	Appraised Value			100,620	100,620	100,620	100,620	100,620	100,620
	Estimated Tax			306.62	330.37	347.41	358.37	408.34	450.81
8711644 Abstract A1112, Fox, F	Appraised Value						1,370	492,860	492,860
	Estimated Tax						4.88	2,000.12	2,208.16
8711645 Abstract A1112, Fox, F	Appraised Value						390	137,380	137,380
	Estimated Tax						1.57	552.13	703.39
<b>SUBTOTAL</b>		-	-	<b>613.24</b>	<b>660.74</b>	<b>694.82</b>	<b>723.19</b>	<b>3,368.93</b>	<b>3,813.17</b>

	2004	2005	2006	2007	2008	2009	2010	2011	2012
<b>TOTAL (Invermex, LLC + Monsa LTD)</b>	<b>0.00</b>	<b>38.44</b>	<b>687.75</b>	<b>1,871.32</b>	<b>1,979.71</b>	<b>2,056.11</b>	<b>6,994.63</b>	<b>7,815.96</b>	<b>7,332.82</b>

**TOTAL FROM 204 TO DEC. 2012 \$28,776.74**



**PROPOSED TAX VALUE**

**TOWN SQUARE BLVD PROPOSED DEVELOPMENT**

LAND SECT	APROX ACRES	LAND USE	DISCRIPTION	Value Per Unit	Units	VALUATION	TAX ASSESSMENT	TOTAL ASSESSMENT
P1	3.18	Tractor Supply	19,000 SQ.FT BUILDING	\$ 70.00	19,000.00	\$ 1,330,000.00	0.465570%	\$ 6,192.08
P2	1.36	Drive through	4,000 SQ.FT BUILDING	\$ 40.00	4,000	\$ 160,000.00	0.465570%	\$ 744.91
P3	3.21	Restaurant	5,000 SQ.FT BUILDING	\$ 40.00	5000	\$ 200,000.00	0.465570%	\$ 931.14
P4	2.13	Hotel	60 Room Hotel	Average per Existing Hotels		\$ 4,681,312.00	0.465570%	\$ 21,794.78
P5	4.08	Apartments	50,000 SQ.FT Office Space	\$ 40.00	50000	\$ 2,000,000.00	0.465570%	\$ 9,311.40
P6	4.68	Residential	23 Homes @ 5 per acre	\$ 120,000.00	23	\$ 2,760,000.00	0.465570%	\$ 12,849.73
P7	4.57	Residential	22 Homes @ 5 per acre	\$ 120,000.00	22	\$ 2,640,000.00	0.465570%	\$ 12,291.05
P8	26.49	Residential	158 Homes @ 6 per acre	\$ 115,000.00	158	\$ 18,170,000.00	0.465570%	\$ 84,594.07
P9	2.74	Raw	Raw Land Not Developed	\$ 2.00	119,354	\$ 238,708.00	0.465570%	\$ 1,111.35
Roadways	8.29	ROADWAYS NEED FOR DEVELOPMENT						
	<b>60.73</b>							<b>\$ 149,820.52</b>



# AERIAL MAP

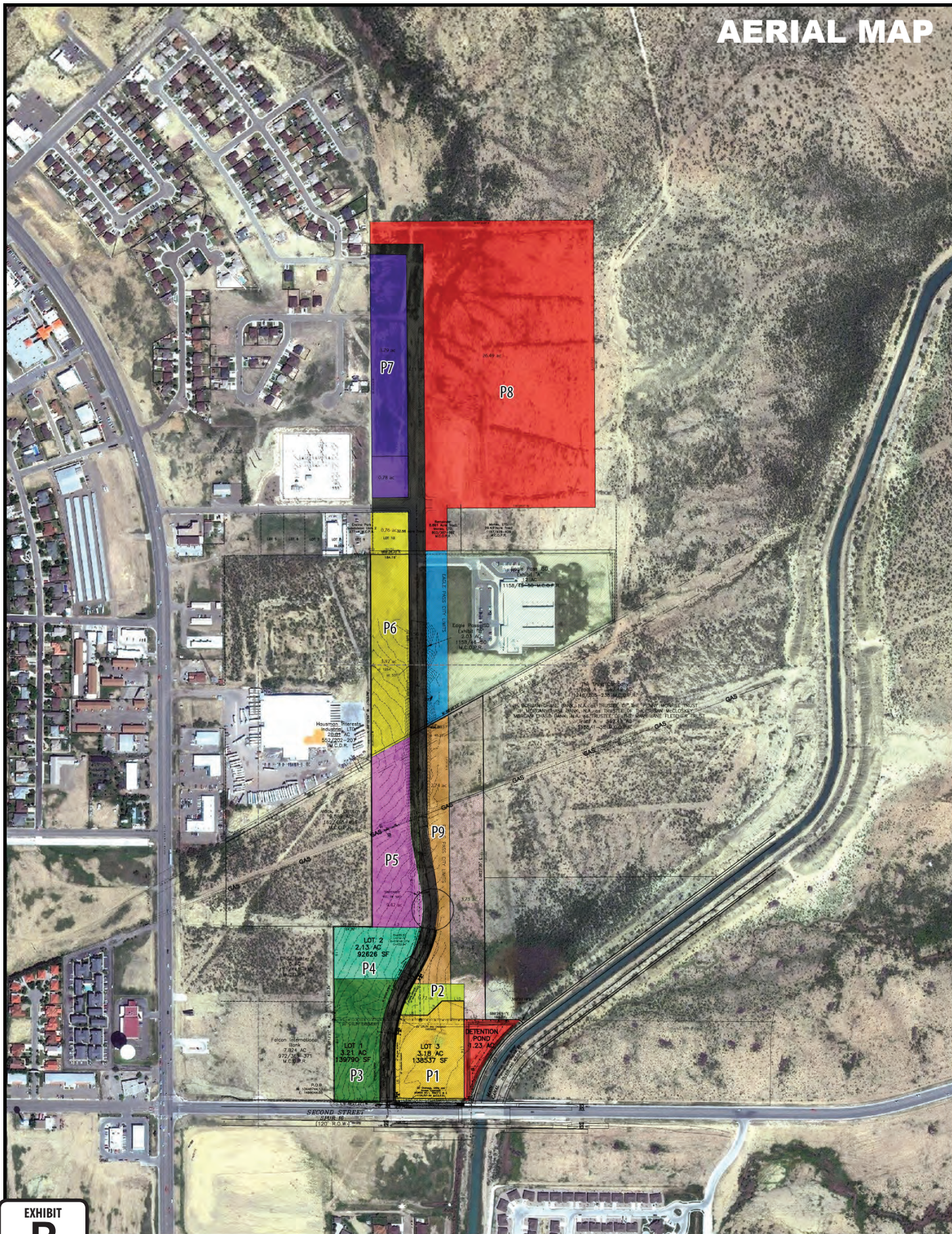


EXHIBIT  
**P**



Via email

May 17, 2012

Tractor Supply Co.  
 The Office of Operations, Inc.  
 100 School Boulevard  
 Brentwood, TN 37027

RE: Proposed Tractor Supply Company Lease - Eagle Pass, TX

Dear [redacted]:

This Letter of Intent sets forth the terms under which Tractor Supply Company would be interested in entering into a lease with [redacted] ("Landlord") for the location referenced above. Although the primary business points (e.g., term, rental rate, etc.) vary by transaction, the other requirements set forth below are consistent with our requirements for other similar properties and these provisions are incorporated into our standard lease form, *which standard lease form is the basis for our agreement contained herein*. Landlord agrees to consummate this transaction on Tractor Supply's standard lease form FS-NC Q-3 2009 T-PI (the "Lease Form") modified to incorporate the terms agreed upon herein. By signing this Letter of Intent, Landlord acknowledges receipt of Tractor Supply's Lease Form.

1. **Landlord's Information.**

Name: To be determined

(Landlord shall not use in their entity names, "Tractor Supply Company" and /or "TSC", which are registered trademarks of Tractor Supply Company. Any such use would constitute a violation of TSC's trademark rights.)

Business entity form: limited liability corporation

State of organization: Tennessee

Address: 100 School Boulevard, Brentwood, TN 37027

Contact Person: Arnold Wilson

Office Phone: 615 351-8841

Mobile Phone: 615 351-8841

Facsimile #: 615 351-8841

E-mail Address: arnold@tractorsupply.com

2. **Tenant.** Tractor Supply Co. of Texas, LP, a Texas limited partnership,  
 200 Powell Place, Brentwood, Tennessee 37027

3. **Demised Premises.** The "Land" is located in the City of Eagle Pass, County of Maverick, State of Texas. Landlord shall construct on the Land a building of approximately 19,097 square feet, a Fenced Outdoor Display Area of approximately 15,000 square feet, Permanent Sidewalk Display Area and Permanent Trailer and Equipment Display Area, related paved parking, curb cuts, ingress and egress drive lanes, loading docks, delivery areas, sidewalks, utilities, and all other improvements specified in Tenant's Standard

Criteria Plans dated Q1-2012 prepared by Oxford Architecture, of which Landlord acknowledges receipt, (collectively, the "Improvements"), as shown on the Preliminary Site Plan attached as Exhibit "A". The Land and Improvements together constitute the "Demised Premises", which Landlord will lease to Tenant.

4. **Construction Timelines.** Construction will commence no later than May 1, 2013 and the Demised Premises will be delivered to Tenant no later than October 1, 2013.

5. **Term.** The length of the initial term shall be [REDACTED] Lease Years commencing on the Rent Commencement Date. Tenant shall have the right to extend the term for four (4) successive periods of [REDACTED] Lease Years each.

6. **Base Rent.** During the Term of the Lease, the annual base rent shall be as follows:

Initial Term:

Extension Term 1:  
Extension Term 2:  
Extension Term 3:  
Extension Term 4:

[REDACTED]

7. **Acceptance Date.** Tenant shall have accepted the Demised Premises upon (i) satisfaction of Landlord's obligations under Subsection 6 D of the Lease, (ii) the Completion Date, (iii) Tenant's receipt of Landlord's certificate(s) of insurance as provided in Subsection 32 A of the Lease, and (iv) Tenant having received exclusive possession (subject to Permitted Encumbrances) of the Demised Premises; provided, however, should the Completion Date fall between October 1 and November 30, Tenant shall not be obligated to accept the Demised Premises until the succeeding December 1 (the "Acceptance Date").

8. **Rent Commencement Date.** The rent provided in the Lease shall commence upon that date which is the earlier of (i) the date on which Tenant opens for business to the general public at the Demised Premises, or (ii) ninety (90) days after the Acceptance Date, as confirmed in the Tenant Acceptance Notice.

9. **Exclusive Use.** Landlord covenants that it shall not sell, lease, rent, occupy or allow to be occupied, or otherwise transfer or convey all or any portion of the Restricted Property, as defined below, for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock feeding systems; (d) feed and health/maintenance products for pets or livestock; (e) western wear, outdoor work wear (similar to and specifically including Carhartt products) and boots; (f) horse and rider tack and equipment; (g) bird feed and housing and related products; (h) lawn and garden equipment (including but not limited to, push/riding mowers, mow-n-vacs, garden carts, snow blowers, chippers and shredders, wheel barrows, and log splitters); (i) hardware; (j) power tools; (k) welders and welding supplies; (l) open and closed trailers; (m) 3-point equipment; and/or, (n) truck accessories and trailer accessories (including truck tool boxes, and trailer hitches and connections) (the "Restricted Products"). Nothing contained in the Lease shall prevent any tenant, subtenant, licensee or other occupant of all or any portion of the Restricted Property from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant, subtenant, licensee or occupant to the display for sale of Restricted Products does not exceed five percent (5%) of the total number of square feet of space used for merchandise display by such tenant, subtenant, licensee or occupant (including one-half (1/2) of the



aisle space adjacent to any display area). Further, this covenant shall not apply to any business operated by Tenant, or any affiliate of Tenant. "Restricted Property" shall mean any property within ten (10) miles of the Demised Premises that is owned, controlled or developed by Landlord (or any person or entity in which any person or entity having a direct or indirect interest in Landlord, holds an equity or management interest). If Landlord violates this exclusive use provision Tenant may terminate the Lease, reduce its rent by 50%, and pursue all legal and equitable remedies.

10. **Maintenance.** Landlord shall be responsible for and shall maintain, at its sole cost and expense, the exterior and structural portions of the Demised Premises including, but not limited to, the surface and structure of the parking lot, pothole patching, sealing and striping (excluding the Fenced Outdoor Display Area and Permanent Trailer and Equipment Display Area), exterior utility lines and pipes, and maintaining the roof in a weather-tight condition. Subject to Landlord's One-Year Warranty, Tenant shall be responsible for and shall (a) maintain the interior of the Demised Premises, (b) maintain, repair and replace the HVAC, plumbing and electrical equipment and systems in the Building, except that neither Landlord nor Tenant shall have such responsibility during the last three (3) years of the Term, and (c) with respect to the exterior of the Demised Premises, replace lamps and re-paint light poles, and all maintenance, repair and resurfacing of the Fenced Outdoor Display Area and Permanent Trailer and Equipment Display Area. Tenant shall keep the Demised Premises free from debris and snow, and shall be responsible for landscape maintenance.
11. **Insurance.** Landlord and Tenant shall each carry and maintain, at its sole cost and expense, commercial general liability insurance on an occurrence form, including contractual liability, personal and bodily injury, and property damage insurance, with a combined single limit of not less than \$2,000,000 per occurrence and an aggregate limit of \$4,000,000. Tenant shall carry, at its sole cost and expense, property insurance on a replacement cost basis insuring the Demised Premises, including any structural alterations and any permanent improvements installed by Tenant and affixed to the Building pursuant to the Lease, for perils covered by the causes of loss - special form (all risk) including building ordinance coverage and flood.
12. **Taxes and Assessments.** During the Term, Tenant shall pay or discharge all real estate taxes lawfully imposed against the Demised Premises when due. During the Term, Tenant shall be responsible for the timely payment of installments for special assessments, impositions, duties or charges, which are lawfully imposed against the Demised Premises for the permanent benefit or improvement of the Demised Premises.
13. **Assignment and Subletting.** Tenant shall have the right to assign the Lease or sublet the Demised Premises, but shall remain primarily liable. Except for the assignment (i) of right to payments, (ii) to a mortgagee from whom a (subordination,) non-disturbance and attornment agreement has been obtained in accordance with the Lease, or (iii) in conjunction with the transfer of fee simple title in accordance with the Right of First Refusal requirements, Landlord may not assign its interest in the Lease without Tenant's prior written consent.
14. **Signs.** Landlord agrees that it will permit Tenant to place its standard signs on the exterior of the Demised Premises and install a pylon sign.
15. **Use.** Landlord shall represent and warrant to Tenant that, upon the Acceptance Date, Tenant's intended use of the Demised Premises as a Tractor Supply retail facility, which specifically includes but is not limited to, outdoor display and sale of merchandise including trailers, pedal boats and motorized vehicles (including ATVs, mini-bikes, dirt

bikes, scooters and UTVs) within the Fenced Outdoor Display Area, Permanent Sidewalk Display Area, and Permanent Trailer and Equipment Display Area, and the use of the loading docks, all as shown on the Tenant Final Approved Plans; and the sale of welding gas and bulk propane, provided that Tenant obtains permits for same if required, (collectively, "**Tenant's Intended Use**") shall be compliant with Laws and all encumbrances to title. Tenant may use the Demised Premises for a Tractor Supply retail store or any lawful purpose subject to the Prohibited Uses listed in the Lease.

16. **Right of First Refusal.** If Landlord should at any time after execution of the Lease receive a bona fide offer to purchase all or any portion of the Demised Premises from a third party and Landlord desires to accept such offer, Landlord shall deliver to Tenant a written notice containing the terms thereof and Tenant shall have the right of first refusal.
17. **Landlord Deliverables.** Landlord shall be responsible for providing to Tenant prior to lease signing:
- (i) a signed and sealed ALTA Survey in accordance with the 2011 minimum standard detail requirements for ALTA/ACSM land title surveys, including Table A items 1,2,3,6,8,10,11(a),13,14,17 and 18, and which survey is certified to Tenant; and,
  - (ii) a Phase I Environmental Assessment in accordance with ASTM E-1527-05 or later revisions, and All Appropriate Inquiry Standards at 40 C.F.R. Part 312, and in which Tenant is named as a relying party (and which assessment is no older than 180 days preceding the vesting of Tenant's leasehold interest) and in accordance with Tractor Supply's standard Lease Form; and,
  - (iii) a title commitment (which is no older than 180 days preceding the vesting of Tenant's leasehold interest) together with copies of the vesting deed and all exception documents listed in Schedule B of the title commitment, and copies of all unrecorded title documents which Landlord has knowledge of relating to the property.

Landlord shall also provide to Tenant a zoning letter from the governing municipality in accordance with Tractor Supply's standard Lease Form by September 1, 2012.

18. **Consents.** Prior to the Construction Commencement Date, Landlord shall secure any and all consents, waivers and/or amendments which may be required to allow Tenant's Intended Use under any existing title encumbrance, including, but not limited to, any lease, easement, reciprocal access agreement, restrictions, exclusive use provisions, or other covenants.
19. **Encumbrances.** From and after the date of this Letter of Intent, Landlord acknowledges and agrees that Tenant shall have the right to approve all encumbrances which will affect title to and use of the Demised Premises including, but not limited to, access easements, drainage easements, covenants, restrictions, declarations, and the like.
20. **Memorandum of Lease.** Landlord shall record the memorandum of lease executed contemporaneously with the Lease upon the earlier of the following event or occurrence: (i) if Landlord did not own fee simple title to the Land on the Effective Date, the date of Landlord's acquisition of title to the Land and prior to any mortgage or deed of trust executed in connection with such acquisition, or (ii) no later than five (5) days prior to the furnishing of any labor or materials on the Land or such date as is necessary to preserve the priority of Tenant's leasehold interest in the Demised Premises over any mechanics' or materialman's lien.

- 21. **Environmental.** Except as may be disclosed in the Phase I Environmental Site Assessment, Landlord represents and warrants that: (i) to the best of Landlord's knowledge, any use, storage, treatment, disposal, handling or transportation of Hazardous Materials (as defined in the Lease) which has occurred or will occur upon the Demised Premises prior to the Acceptance Date has been or will be in compliance with all Laws now in effect; (ii) to the best of Landlord's knowledge, no release, leak, discharge, spill or emission of Hazardous Materials has occurred upon or under the Demised Premises; and (iii) the Demised Premises shall be free of Hazardous Materials as of the Acceptance Date except for those Hazardous Materials that may be legally incorporated into building materials used to construct the Improvements.
  
- 22. **Commissions.** Tenant has not engaged any broker, finder, real estate agent or consultant to whom any commission or finder's fees will be payable in connection with the negotiation or execution of the Lease. Landlord agrees to indemnify and hold Tenant harmless from and against any and all liability that may arise out of any claim made for a commission in connection with the Lease (including, without limitation, attorney's fees and costs of litigation in connection therewith).

I am prepared to present this proposal to the ~~Tractor Supply Company Real Estate Committee with no recommendation to approve.~~ If the processes set forth above are acceptable, please sign and return a copy of this Letter of Intent to me at your earliest convenience on February 27th, 2013. We will be a great neighborhood to live in. ~~Tractor Supply Company's approval is all you need to get these improvements done here. Should you have any questions or concerns regarding this form or the above please let me know so that we can resolve any problems prior to Committee presentation and final preparation.~~

Although we are hopeful a final lease can be achieved, this Letter of Intent is not legally binding on either Landlord or Tenant. Tractor Supply and Landlord will be bound to a lease only upon the execution of a mutually agreeable lease document. The parties to this Letter of Intent hereby agree to be bound to keep confidential the existence of and the contents of this Letter of Intent whether or not a lease document is ever executed, except for confidential disclosure to brokers, attorneys, lenders and other parties necessary to consummate this lease transaction.

Sincerely,  
TRACTOR SUPPLY COMPANY



Accepted and Approved:

BY: \_\_\_\_\_

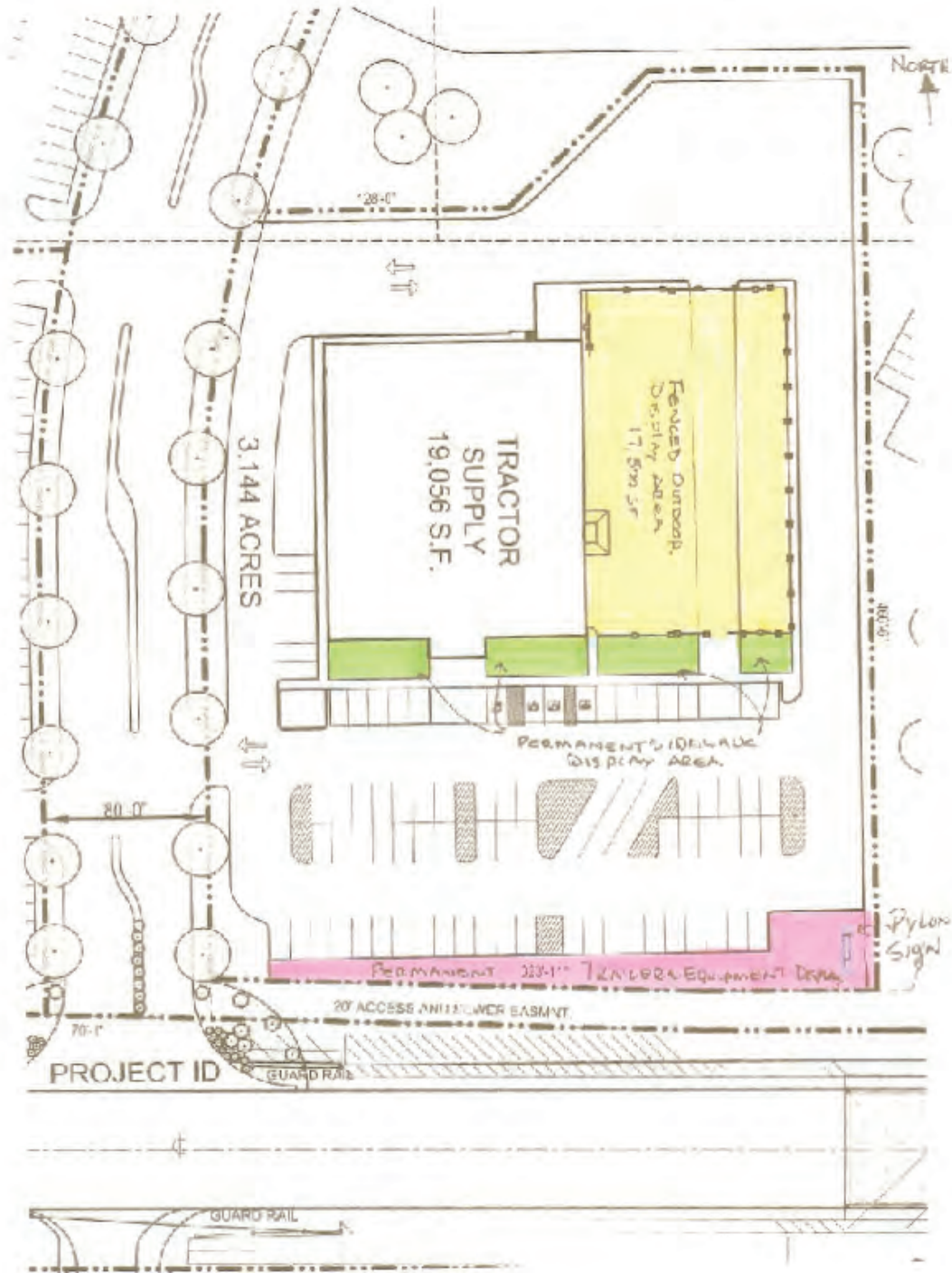
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment:  
Exhibit A – Preliminary Site Plan



EXHIBIT "A"  
PRELIMINARY SITE PLAN



Approved: Tenant \_\_\_\_\_ Landlord: \_\_\_\_\_

LOI FS-NC Q-3 2009 T-PI  
Release Date 11.1.09 – Revised 3.8.11



This bullet point is referring to the property requesting to be deannexed, which is commonly referred to as Chittim Land. At this point the Chittim Trust is not requesting deannexation.

# INVERMEX



## Annexed Properties with no development

- *Chittim land requesting deannexation on Second St.*
- *Adjacent Chittim land on Second St.*
- *De los Santos property on el Indio Hwy.*
- *River Vega property from Del Rio Hwy.*
- *College Hills area by Fort Duncan Medical Center.*

8

This bullets referred to annexed or platted land that has not developed due to annexation.

EXHIBIT  
**R**

KENNETH W. BROWN, AICP  
DANIEL ORTIZ  
JAMES B. GRIFFIN  
JAMES MCKNIGHT

**BROWN & ORTIZ, P.C.**  
ATTORNEYS AT LAW

PAUL M. JUAREZ  
OF COUNSEL

112 E. PECAN STREET  
SUITE 1360  
SAN ANTONIO, TEXAS 78205  
TELEPHONE: 210.299.3704  
FAX: 210.299.4731

February 25, 2013

Ms. Gloria Barrientos  
Interim City Manager  
City of Eagle Pass  
City Hall  
100 South Monroe St.  
Eagle Pass, Texas 78852

Via Email

RE: Disannexation from the City of Eagle Pass Pursuant to Chapter 43 of the Texas Local Government Code ("Municipal Annexation") of a 62.62-Acre Tract of Land Located North of Second Street and East of Veterans Boulevard in the City of Eagle Pass, Maverick County, Texas, (the "Property" **Exhibit "1"**); *Our File 9553.001*

Dear Ms. Barrientos:

The purpose of this correspondence is to request that the City of Eagle Pass (the "City") institute proceedings for disannexation of the above-referenced territory on behalf of our client, the owner of said Property (the "Owner"). This request is made pursuant to the current provisions of Chapter 43 of the Texas Local Government Code, Subchapter G (the "Code"), and the City's Charter.

The City properly annexed 68.88 acres, which included the majority of the Property, on August 23, 2005, via Ordinance No. 05-28 (the "Annexation Ordinance;" see **Exhibit "2"**). Along with the Annexation Ordinance, the City approved a service plan outlining temporal provisions for delivering necessary municipal services to the annexation area (such as water, wastewater, and police protection) as required by the Code<sup>1</sup> (the "Service Plan;" see **Exhibit "3"**). The Code also states that full municipal services should be provided within 2 ½ years of the annexation's effective date, or within 4 ½ years if the municipality proposes an extension period.<sup>2</sup> Furthermore, a home-rule municipality may disannex an area within its corporate limits according its charter rules, as long as such procedure is not inconsistent with other rules prescribed by the Code. According to its Charter, the City has the authority to "detach" (or disannex) by ordinance "any territory with or without the consent of the inhabitants of such area to be detached."<sup>3</sup>

<sup>1</sup> TEX. LOC. GOV'T. CODE ANN. § 43.056 (2011).

<sup>2</sup> *Id.*

<sup>3</sup> Article I, Sec. 1-3, Charter of the City of Eagle Pass.

While the Service Plan did propose full municipal services to the territory within the Annexation Ordinance area, the City has not complied with statutory deadlines for providing those services. Full water and wastewater services have not been delivered to the Property within the time frame required by the Code (approximately 7 ½ years have elapsed since the Annexation Ordinance effective date), and it may be that doing so would strain the City's resources to an unwanted degree. At this time, the Owner would like to develop the Property to its highest and best use; however, financial constraints imposed by local lenders have limited monetary resources that would otherwise allow this development. Due to the lack of municipal services and the economic hardships concerning development, the Owner delivered a formal petition to the City Manager and City Secretary on October 14, 2012 (the "Petition") for disannexation of the Property (*see Exhibit "4"*). Two weeks later, the Owner received a letter from the City Manager dated October 30, 2012, acknowledging his request and stating that a reply to the same would be forthcoming (*see Exhibit "5"*). Since that time, our client has not received an answer to his petition, nor has the City taken action toward disannexation as requested. The impending development this disannexation will generate can benefit the entire community, while undeveloped and inactive land will benefit no one. At this time, the Property remains undeveloped largely because of the delayed response to the Owner's detachment request; your prompt assistance in taking the requested action would be greatly appreciated. **Therefore, pursuant to its Charter and the authority given by the Code, this firm respectfully requests that the City place an item on its next City Council agenda to disannex, or "detach" the Property from its corporate City limits.**

We appreciate your cooperation in seeking to resolve this matter, and we look forward to your response. If you have any questions, please feel free to contact our offices at your convenience.

Very truly yours,

BROWN & ORTIZ, P.C.

BY:



Kenneth W. Brown, AICP

cc: Mayor Ramsey English Cantu





352

Raco Mondragon  
# 168.88 ac

## ORDINANCE NO. 05-28

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF EAGLE PASS, TEXAS, AND THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF SAID CITY CONSISTING OF APPROXIMATELY 68.88 ACRES OF LAND LYING AND SITUATED IN MAVERICK COUNTY, TEXAS; OUT OF SURVEY 2, ABSTRACT 1112, SURVEY 5, ABSTRACT 1013 & SURVEY 3, ABSTRACT 1007, SAID LAND BEING OUT OF THE CHITTIM ESTATES AND IS BOUNDED ON THE NORTH, EAST AND SOUTH BY CHITTIM PROPERTY, AND ON THE WEST BY THE EAST CITY LIMITS LINE AND ARROW POINT SUBDIVISION, ENCINO PARK SUBDIVISION AND TEXAS APPAREL PROPERTY; AUTHORIZING IMPLEMENTATION OF THE SERVICE PLAN FOR SAID TERRITORY; ASSIGNING THERETO PERMANENT ZONING DISTRICT CLASSIFICATION, ALL AS DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City desires to annex the acreage described on attached Exhibit "A" to the City of Eagle Pass, Texas; and

WHEREAS, the City Council deems it in the best interests of the City to effect such extension of the boundaries of the City by annexation of the territory herein described; and

WHEREAS, on the 5<sup>th</sup> day of July, 2005 at 5:30 p.m., a public hearing was held in the Council Chambers at City Hall, 100 South Monroe Street, giving all persons the right to appear and to be heard regarding the above-described annexation; and

WHEREAS, on the 12<sup>th</sup> day of July, 2005 at 5:30 p.m., a second public hearing was held in the Council Chambers at City Hall, 100 South Monroe Street, giving all persons the right to appear and to be heard regarding the above-described annexation; and

WHEREAS, notice of both of the above-referenced public hearings was published on June 23, 2005 in the E. P. News Guide, a newspaper having general circulation in the City of Eagle Pass, Maverick County, Texas, and within the territory to be annexed, and said publication date was not more than twenty (20) days, nor less than ten (10) days prior to the date of either one of the above-described public hearings; and

WHEREAS, the population of the City of Eagle Pass, Texas, is in excess of twenty thousand (20,000) inhabitants and the within described territory lies adjacent to and adjoins the City of Eagle Pass, Texas; and contains approximately 68.88 acres of land, more or less.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, that:

SECTION 1. The matters and facts stated in the preamble hereof are affirmatively found to be true and correct.

SECTION 2. The above-described land and territory lying adjacent to and adjoining the City of Eagle Pass, Maverick County, Texas, and being more particularly defined by metes and bounds on attached Exhibit "A", be and it is hereby annexed and incorporated into the limits of the territory of the City of Eagle Pass, Texas; and the present boundary limits of said City, at the

EXHIBIT

S

Blumberg W. 5208

EXHIBIT

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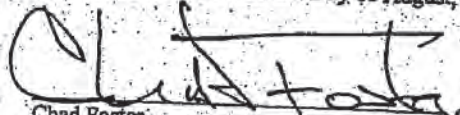
various points contiguous to said area, shall be altered and amended so as to include said area within the corporate limits of the City of Eagle Pass, Texas.

SECTION 3. The territory described on attached Exhibit "A", shall be part of the City of Eagle Pass, Texas, and the property so added hereby shall bear its prorata part of the taxes levied by the City of Eagle Pass, Texas, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of said City and shall be bound by the acts, ordinances and resolutions of said City.

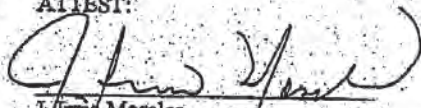
SECTION 4. The implementation of the Service Plan outlining the provisions of necessary municipal services to this tract of land is hereby authorized. A copy of said Service Plan is annexed hereto as Attachment I, and is incorporated herein by reference for all purposes.

SECTION 5. Permanent Zoning District Classification of R-2 (Second One-Family Dwelling District is hereby assigned to 11.46 acres (Tract I); permanent zoning district classification of B-1 (Neighborhood and Highway Business District) is assigned to 32.56 acres (Tract II); and permanent zoning district classification of R-1 (First One-Family Dwelling District) is assigned to 24.86 acres (Tract III), and the Zoning Ordinance of said City, dated March 11, 1959, and the "Zoning District Map - Eagle Pass, Texas" therein referred to, are hereby amended to reflect these changes, and said Zoning Ordinance and said Zoning District Map shall not otherwise be affected by this Ordinance except to the extent and in the particulars hereinabove specifically provided for.

READ, PASSED, AND APPROVED ON FIRST READING on this 2<sup>nd</sup> Day of August, A.D., 2005.

  
Chad Foster  
Mayor

ATTEST:

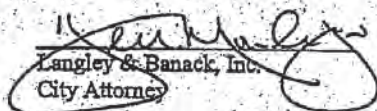
  
Irma Morales  
City Secretary

AYES: Foster, Riojas, Sifuentes, Herrera, and Salgado

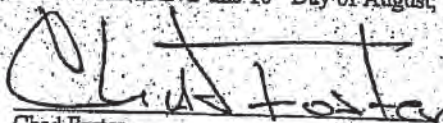
NAYS: None

ABSENT: None

APPROVED AS TO LEGALITY:

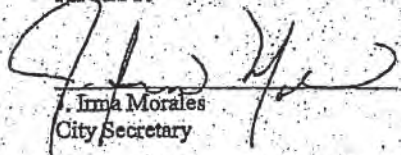
  
Langley & Banack, Inc.  
City Attorney

READ, PASSED, AND APPROVED ON SECOND READING this 10<sup>th</sup> Day of August, A.D., 2005.

  
Chad Foster  
Mayor

352

ATTEST:

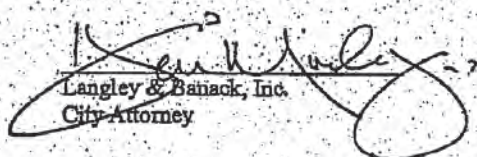
  
Irma Morales  
City Secretary

AYES: Foster, Riojas, Sifuentes, Herrera, and Salgado


NAYS: None

ABSENT: None

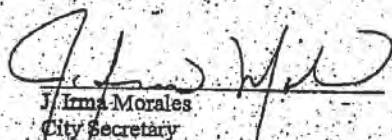
APPROVED AS TO LEGALITY:

  
Langley & Banack, Inc.  
City Attorney

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this 23<sup>rd</sup> Day of August, A.D., 2005.

  
Chad Foster  
Mayor

ATTEST:

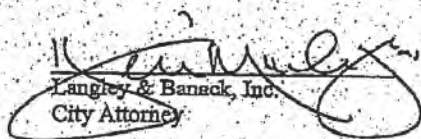
  
Irma Morales  
City Secretary

AYES: Foster, Riojas, Sifuentes, Herrera, and Salgado

NAYS: None

ABSENT: None

APPROVED AS TO LEGALITY:

  
Langley & Banack, Inc.  
City Attorney

(See Exhibit File c-05-28)



Continue....32.56 Acre Tract

STATE OF TEXAS           XX  
COUNTY OF MAVERICK   XX

April 16, 2004

I, Francisco Gaytan, Registered Professional Land Surveyor, hereby certify that the above description of a 32.56 Acre Tract was obtained from a survey conducted on the ground under my supervision.



04/16/04

*Francisco Gaytan*

Francisco Gaytan  
Registered Professional Land Surveyor  
Texas No. 5474

04-248

## TRACT II

**FIELD NOTES FOR A 32.56 ACRE TRACT**

(Tract II, [REDACTED])

Being a 32.56 Acre Tract of land, lying and situated in Maverick County, Texas out of Survey 5, Abstract 1013, Survey 2, Abstract 1112 and Survey 3, Abstract 1007; said 32.56 Acre Tract being out of Chittim Estates and being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found at northeast corner of Lot 21, Block 1, Arrow Point Subdivision as shown by plat recorded in Envelope 250, Side B of the Maverick County Map Records; thence N88°55'18"E, 751.37 feet to the POINT OF BEGINNING:

THENCE continuing,  
N88°55'18"E, 368.00 feet to the northeast corner of this tract;

THENCE S01°04'42"E, 3,519.73 feet to the southeast corner of this tract;

THENCE along actual city limit line,  
S89°53'11"W, 368.74 feet to the southwest corner of this tract;

THENCE N01°04'04"W, 1,231.37 feet to an existing fence corner;

THENCE continuing with fence,  
N00°59'46"W, 991.44 feet to a fence corner;

THENCE S88°55'18"W, 516.19 feet to a ½" iron rod,  
being the southeast corner of Lot 4, Block 1, Encino Park Subdivision,  
recorded in Envelope 241, Side B of the Maverick County Map Records;

THENCE along the east line of said Lot 4,  
N01°04'42"W, 250.00 feet to a ½" iron rod;

THENCE along the east extension of the north right of way line Encino Park Drive,  
N88°55'18"E, 527.04 feet to a ½" iron rod;

THENCE N01°04'42"W, 376.25 feet to a ½" iron rod,  
a northeast corner of 5.970 Acre Tract;

THENCE S88°55'18"W, 12.00 feet to a corner;

THENCE N01°04'42"W, 664.47 feet to the POINT OF BEGINNING.

TRACT III

FIELD NOTES FOR A 24.86 ACRE TRACT

(Tract III, ~~\_\_\_\_\_~~)

Being a 24.86 Acre Tract of land, lying and situated in Maverick County, Texas out of Survey 2, Abstract 1112; said 24.86 Acre Tract being out of Chittim Estates and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found at northeast corner of Lot 21, Block 1, Arrow Point Subdivision, as shown by plat recorded in Envelope 250, Side B of the Maverick County Map Records; thence N88°55'18"E, 1,119.37 feet to the POINT OF BEGINNING:

THENCE N01°04'42"W, 371.15 feet to the PC of a curve, having a delta angle of 29°20'58", radius of 750.00 feet, tangents of 196.41 feet, an arc length of 384.18 feet, the radius point is located S88°55'18"W, 750.00 feet, and the PT is located N15°45'11"W, 380.00 feet;

THENCE along said curve 384.18 feet to the PT;

THENCE S56°43'01"E, 971.86 feet to the northeast corner of this tract;

THENCE S01°04'42"E, 1,280.92 feet to the southeast corner of this tract;

THENCE S88°55'18"W, 706.00 feet to the southwest corner of this tract;

THENCE N01°04'42"W, 1,090.70 feet to the POINT OF BEGINNING.

STATE OF TEXAS                   XX  
COUNTY OF MAVERICK       XX

April 15, 2004

I, Francisco Gaytan, Registered Professional Land Surveyor, hereby certify that the above description of a 24.86 Acre Tract was obtained from a survey conducted on the ground under my supervision.



*04/15/04*

Francisco Gaytan  
Francisco Gaytan  
Registered Professional Land Surveyor  
Texas No. 5474

04-248



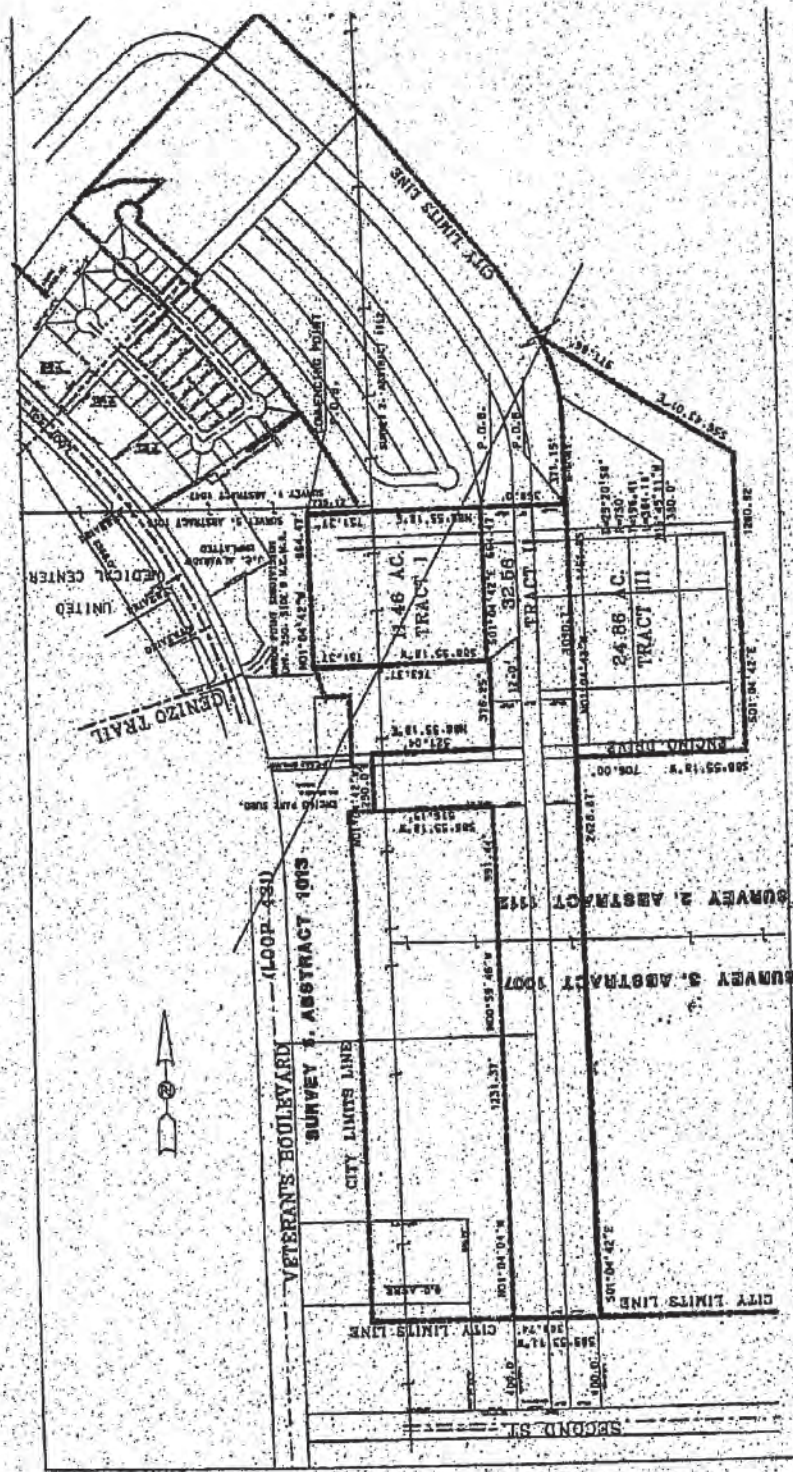


EXHIBIT  
**S**

Attachment I

## SERVICE PLAN

OF A TRACT OF LAND WHICH CONSISTS OF APPROXIMATELY 68.88 ACRES OF LAND LYING AND SITUATED IN MAVERICK COUNTY, TEXAS, OUT OF SURVEY 2, ABSTRACT 1112, SURVEY 5, ABSTRACT 1013 & SURVEY 3, ABSTRACT 1007, SAID LAND BEING OUT OF CHITIM ESTATES AND IS BOUNDED ON THE NORTH, EAST, AND SOUTH BY CHITIM PROPERTY, AND ON THE WEST BY THE EAST CITY LIMITS LINE AND ARROW POINT SUBDIVISION, ENCINO PARK SUBDIVISION AND THE TEXAS APPAREL PROPERTY

WHEREAS, THE CITY OF EAGLE PASS was petitioned by Mr. Paco Mondragon for the annexation of the above described tract of land; and

WHEREAS, the total area is composed of land containing approximately 68.88 acres with no dwellings and no population currently thereon; and

WHEREAS, said tract is being developed; and

WHEREAS, the City of Eagle Pass desires to proceed with the annexation of approximately 68.88 acres of land lying and situated in Maverick County, Texas, and being more particularly described by metes and bounds on attached Exhibit "A"; and

WHEREAS, the Service Plan provides for a level of service equal to or higher than presently exists.

NOW, THEREFORE, THE CITY OF EAGLE PASS hereby adopts the following Service Plan for the aforementioned tract of land. Such Service Plan shall be construed as a contractual obligation in accordance with V.T.C.A., Local Government Code, Section 43.056, as amended:

A. Sixty (60) day program.

1. Police Protection: Currently, the area is under the jurisdiction of the Maverick County Sheriff's Office. However, upon annexation, the City of Eagle Pass Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.
2. Fire Protection: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.
3. Building Inspection: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulates building construction within the City of Eagle Pass. Additionally, the Code Enforcement Division and the Texas Department of Health will enforce the City of Eagle Pass' and the State's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current personnel and within the current budget

EXHIBIT

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Borough No. 208

EXHIBIT

3

appropriation. In addition, animal control services will be provided to the area as needed.

4. **Planning and Zoning.** The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Eagle Pass Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Eagle Pass Subdivision Ordinance. These services can be provided within the department's current budget.
  5. **Library.** Upon the effective date of annexation, library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.
  6. **Streets.** Street maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.
  7. **Storm Water Management.** Developers will provide storm water drainage at their own expense and will be inspected by the City at time of completions. The city will then maintain the drainage upon approval.
  8. **Street Lighting.** The City of Eagle Pass will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.
  9. **Water Service.** Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.
  10. **Sanitary Sewer Service.** Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable coded and ordinances.
  11. **Solid Waste Services.** Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.
  12. **Miscellaneous.** All other municipal services will be provided to the area in accordance with the City Eagle Pass' established policies governing extension of municipal services to newly annexed areas.
- B. **Two (2) Year Program.**
1. The City will initiate the acquisition or construction of capital improvements necessary for providing water service within two (2) years of the effective date of annexation and to be substantially completed within four and one half (4½) years of the effective date of the annexation of the particular annexed area, and provided in accordance with the provisions, rules and regulations of existing City of Eagle Pass Water Works System Policies at the time of request. The regulations of the Eagle Pass Water Works Board of Trustees being attached hereto as Exhibit "B".
  2. The City will initiate the acquisition or construction of capital improvements necessary for providing sanitary sewer service within two (2) years of the effective date of annexation and to be substantially completed within four and one half (4½) years of the effective date of the annexation of the particular annexed area, and provided in accordance

with the policies of the City Sanitary Sewer Department. The rules and regulations of said Department being attached hereto and incorporated herein as Exhibit "C".

C. Terms and Provisions:

1. This Service Plan shall be valid for ten (10) years.
2. Such Plan shall not be subject to amendment or appeal unless the governing body determines that changed conditions or subsequent occurrences make the Plan unworkable or obsolete. If the governing body determines that all or part of the Plan is unworkable or obsolete the governing body may amend the plan to conform to changed conditions or subsequent occurrences. An amended Service Plan shall provide for services comparable to or better than those established in the Service Plan before amendment, and before any amendment is adopted, the governing body must first provide an opportunity for all interested persons to be heard at public hearings called and held in the manner provided in V.T.C.A., Local Government Code, Section 43.056, as amended.
3. Renewal shall be at the discretion of the City.

IN WITNESS WHEREOF, the parties hereto have affixed their hands, this 20th Day of September, 2005.

CITY OF EAGLE PASS

PACO MONDRAGON

BY: Jesus M. Olivares  
Jesus M. Olivares  
City Manager

BY: Paco Mondragon  
(Signature)  
Paco Mondragon  
Printed Name

ATTEST:  
Irma Morales  
Irma Morales  
City Secretary

ATTEST:  
\_\_\_\_\_  
Secretary



# INVERMEX

October 14, 2012

Gloria Barrientos  
City of Eagle Pass  
100 South Monroe St.  
Eagle Pass, TX

Mrs Barrientos:

Invermex LLC is the owner of a 29.9-acre tract of land located off the extension of Second Street. A copy of a map showing the location of the site is attached. The property has been platted in accordance to the City of Eagle Pass code. The name for the one lot subdivision is The Park Subdivision. In the last several months, we have presented the re-plat of this property into four smaller lots in an effort to attract new business to come and further develop this property and establish business that would improve the quality of life for the community. We have been informing the Mayor, Don Williams, as well as the planning department of our progress and the needs and challenges of how to best master plan and, more importantly, attract outside investment.

We have been working with two different groups that we want to locate on our property:

Development	Permanent Jobs Created
A Tractor Supply Store	34 jobs
260 Unit Apartment Complex	12 jobs
New Limited Service Hotel	42 jobs
Breakfast Restaurant Franchise	34 jobs

This development will bring over 100 permanent jobs to the Eagle Pass community, aside from the indirect jobs that would be created for our local construction workforce, that will expand our service and retail sector.

With in this project, we are bringing two new neighborhoods as part of our Plantation series of home development. There will be two new developments that would be brought to the area, a normal subdivision as well as a gated neighborhood. The two neighborhoods that we are working will bring 100 normal residential lots as well as gated 32-lot neighborhood.

The problem that we are facing is the financial constraints that have been imposed by regional and local banks that hinder the resources available to larger or growing communities like Eagle Pass. One would think that financial accessibility would be easier in a growing community; however, the contrary is true.

At this point we are seeing that placing the development in the County of Maverick would allow us to obtain rural guarantees on bank loans that would enable the movement of these project forward. For the last six months we have been working with JBC Bank as well as other banks, and

2741 Crown Hill, Ste B, Eagle Pass, TX 79837

RECEIVED BY ASSISTANT CITY MANAGER  
INITIAL: JD  
DATE: 10/22/2012



# LYVERMEX

In order for them to lend the money to do the projects, they require a USDA rural loan guarantee. Without this guarantee, the projects cannot begin.

At the same time on the residential side, by building in the county we would be able to present a more cost effective option for consumers to purchase their home with a lower down payment, lower monthly payment, and more options to qualify for the purchase of their home.

In improving the quality of life to the community of Eagle Pass we are requesting that the City of Eagle Pass deannex the property that we had voluntarily annexed several years ago. The ordinance, a copy of which is attached, allows the deannexation of the property.

I am attaching to this letter the current City limit line map and the proposed realignment of the City limit line in order to accommodate the development of The Park Subdivision.

Below is an excerpt from the Texas local government code that outlines the process of deannexation as well as the City of Eagle Pass Charter, which also allows for the same:

## SUBCHAPTER G. DISANNEXTION

### Sec. 43.141. DISANNEXTION FOR FAILURE TO PROVIDE SERVICES.

(a) A majority of the qualified voters of an annexed area may petition the governing body of the municipality to disannex the area if the municipality fails or refuses to provide services or to cause services to be provided to the area within the period specified by Section 43.056 or by the service plan prepared for the area under that section.

(b) If the governing body fails or refuses to disannex the area within 60 days after the date of the receipt of the petition, any one or more of the signers of the petition may bring a cause of action in a district court of the county in which the area is principally located to request that the area be disannexed. On the filing of an answer by the governing body, and on application of either party, the case shall be advanced and heard without further delay in accordance with the Texas Rules of Civil Procedure. The district court shall enter an order disannexing the area if the court finds that a valid petition was filed with the municipality and that the municipality

2741 Crown Hill, Ste B, Eagle Pass, TX 78852

# INVERMEX

failed to perform its obligations in accordance with the service plan or failed to perform in good faith.

(c) If the area is disannexed under this section, it may not be annexed again within 10 years after the date of the disannexation.

(d) The petition for disannexation must:

- (1) be written;
- (2) request the disannexation;
- (3) be signed in ink or indelible pencil by the appropriate voters;
- (4) be signed by each voter as that person's name appears on the most recent official list of registered voters;
- (5) contain a note made by each voter stating the person's residence address and the precinct number and voter registration number that appear on the person's voter registration certificate;
- (6) describe the area to be disannexed and have a plat or other likeness of the area attached; and
- (7) be presented to the secretary of the municipality.

(e) The signatures to the petition need not be appended to one paper:

(f) Before the petition is circulated among the voters, notice of the petition must be given by posting a copy of the petition for 10 days in three public places in the annexed area and by publishing a copy of the petition once in a newspaper of general circulation serving the area before the 15th day before the date the petition is first circulated. Proof of the posting and publication must be made by attaching to the petition presented to the secretary:

- (1) the sworn affidavit of any voter who signed the petition, stating the places and dates of the posting; and
- (2) the sworn affidavit of the publisher of the newspaper in which the notice was published, stating the name of the newspaper and the issue and date of publication.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 1167, Sec. 14, eff. Sept. 1, 1999.

2741 Crown Hill Ste B, Eagle Pass, TX 78852



City of Eagle Pass Charter

The city council shall have the power to fix, by ordinance, the boundary limits of the city and to provide, by ordinance, for the annexation of additional territory lying adjacent to the city, with or without the consent of the inhabitants of the territory to be annexed. The city council shall have the power to detach, by ordinance, any territory with or without the consent of the inhabitants of such area to be detached. When any territory shall be so annexed, the same shall be a part of the city and the property situated therein shall bear its prorata part of the taxes levied by the city, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens, including the right to vote in municipal elections, and shall be bound by the acts, ordinances, resolutions, and regulations of the city. When territory has been so detached, the same shall no longer be a part of the city. However, it is specifically provided that the city council shall have the authority to annex property to the city by an ordinance passed under its emergency powers and without giving notice thereof when a petition is duly presented bearing the signatures of all of the owners of the property sought to be annexed. And as to tax bonds issued while any subsequently detached territory was within the city limits, such territory shall continue to bear its share of taxation relative to the payment and retirement of such bonds until same are paid and retired.

The city council may by ordinance annex territory lying adjacent to the city with or without the consent of the inhabitants in such territory or the owners thereof, not inconsistent with the procedural rules prescribed by law applicable to cities operating under charters adopted or amended under Article XI, Section 5 of the Constitution of the State of Texas

We have also attached a map indicating the existing City limit line for the section in question and the proposed new boundary line.

We wish to schedule a meeting with you and Mayor Cantu to discuss our request in greater detail. Please contact us at (830) 352-6186 and (830) 773-1343, and thank you in advance for your consideration.

Best Regards,

Jose Francisco MonDragon  
Invermex LLC.

cc: City Secretary Mary Velazquez

2741 Crown Hill, Ste B, Eagle Pass, TX 78852

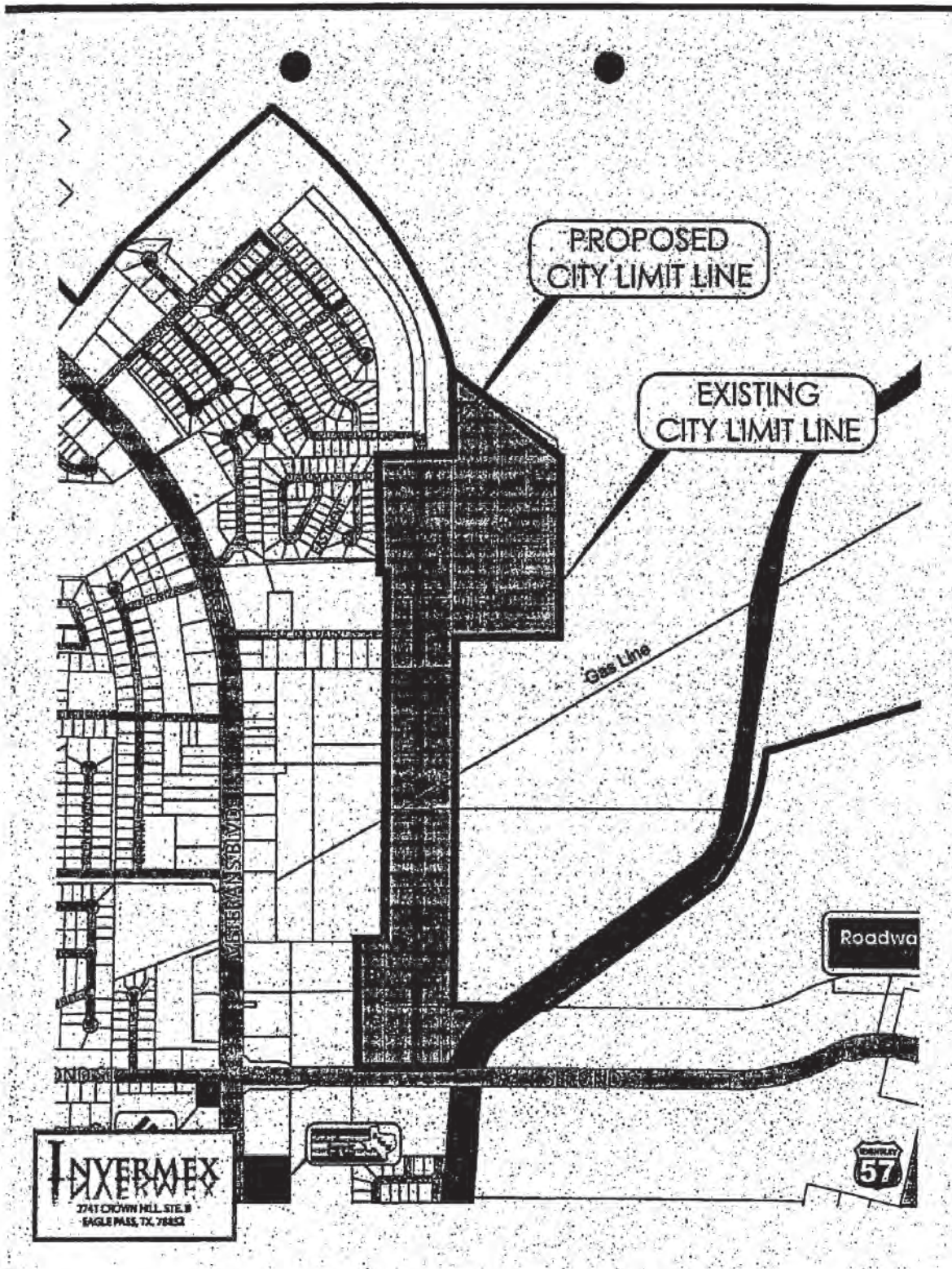


EXHIBIT  
**S**



October 30, 2012

Mr. Jose Francisco Mondragon  
Invermex, L.L.C.  
2741 Crown Hill, Ste. B  
Eagle Pass, TX 78852

Dear Mr. Mondragon:

We are in receipt of your petition to disannex a 29.9 acre-tract of land located off Second Street. Please be hereby advised that your request has been submitted to the different City departments involved in this particular matter and to the City Attorney for their review and recommendation. Once we receive a recommendation, we will let you know how we will proceed with your request.

If you have any questions, please do not hesitate to let me know.

Respectfully,

*G. Barrientos*  
Gloria Barrientos  
Interim City Manager

mv



CITY OF EAGLE PASS • 100 S. MONROE • EAGLE PASS, TEXAS 78852 (830) 773-1111



# INVERMEX

## com·mu·ni·ty

/kə'myoōnitē/

Noun

1.
  - a. A group of people living in the same locality and under the same government.
  - b. The district or locality in which such a group lives.

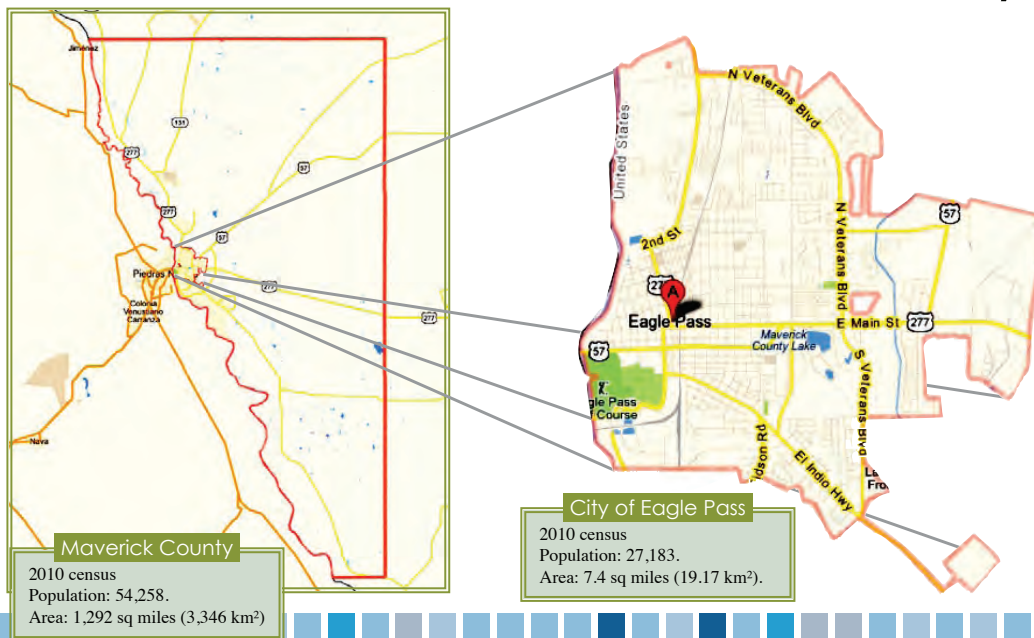
Synonyms

society - commune - public

1

# INVERMEX

## What makes our community



2

# INVERMEX



## What makes our community



- Royal Ridge*
- Elm Creek*
- Treasure Hills*
- Deer Run*
- Carthrage Place*
- Hopedale*
- Thompson Road*
- Chula Vista*
- Ricks Addition*
- Tierra del Sol*
- Timber Creek*

3

# INVERMEX



## What makes our community



*Fort Duncan Medical Center*



*Maverick County Lake*



*International Bridges*



*EPISD Sports Complex*



*Downtown Eagle Pass*



# INVERMEX



## What makes our community



*Mall de las Aguilas*



*Kickapoo Lucky Eagle Casino*

*TXDot Outer Loop*

*Eagle Pass ISD*



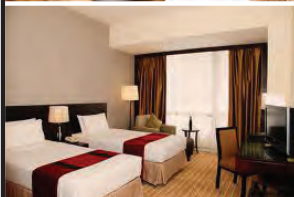
*Eagle Pass ITC*



# INVERMEX



## Services Outside of the City Limits



*Restaurants*

*Waste Water Treatment Plant*

*Hotels*

*EPISD Sports Complex*

*TXDot Outer Loop*

*Maverick County Memorial International Airport*

*Border Patrol Station No. 2*

*New UMC on el Indio Hwy*

**Creating value for people in the City or County...  
More importantly supporting jobs in our community.**






## Land Purchases

- 2005 - 2010    *Land purchases outside Veteran's Blvd.*
- 2005            *Requested voluntary annexation hoping for development... 9 years have passed with no change.*

*Case in point: Annexation does not equal economic development or city growth.*

### **Annexation can increase City liability.**

- *Annexed properties in other areas are still not developed.*
- *Expired sevice plan can strain City resourses, when not planned correclty.*

7




## Annexed Properties with no development

- *Chittim land requesting deannexation on Second St.*
- *Adjacent Chittim land on Second St.*
- *De los Santos property on el Indio Hwy.*
- *River Vega property from Del Rio Hwy.*
- *College Hills area by Fort Duncan Medical Center.*

8

**INVERMEX**



*Just because a property is annexed it  
does not create jobs.*

*Just because there is infrastructure,  
does not guarantee development.*

One needs a catalyst to  
create jobs and spur growth.

9



**INVERMEX**



**What** is our  
request?

*To formally deannex 62.62 Acres of land.*

10




 INVERMEX

# Why

## approve our request?

- *Jobs... jobs... jobs!*
- *Financing resources*
- *Developing affordable housing*
- *Improve quality of life*
- *Future tax value*

11


 INVERMEX

# How

## are we creating jobs?

- *A Tractor Supply Store.*
- *260 Unit Apartment Complex.*
- *Franchise Hotel.*
- *Residential Development*
- *Breakfast Restaurant Franchise*

12

INVERMEX



# How about financing?



U.S. Citizenship  
and Immigration  
Services



U.S. Small Business Administration

13

INVERMEX



# How are we improving quality of life?

- *New Subdivision development.*
- *New jobs being created.*
- *New shopping center*
- *Infrastructure developed.*

14

EXHIBIT  
T

INVERMEX



## Future Tax Value?

- *From 2005 to 2012 we have paid \$28,776.74 in City Taxes.*
- *On 2012 Taxes were \$7,332.82.*

**Our estimated taxes in 10 years is aproximately \$150,000.00 annually.**

15

INVERMEX



## Where is the property?

*Fronting Second Street before the irrigation canal.*

16

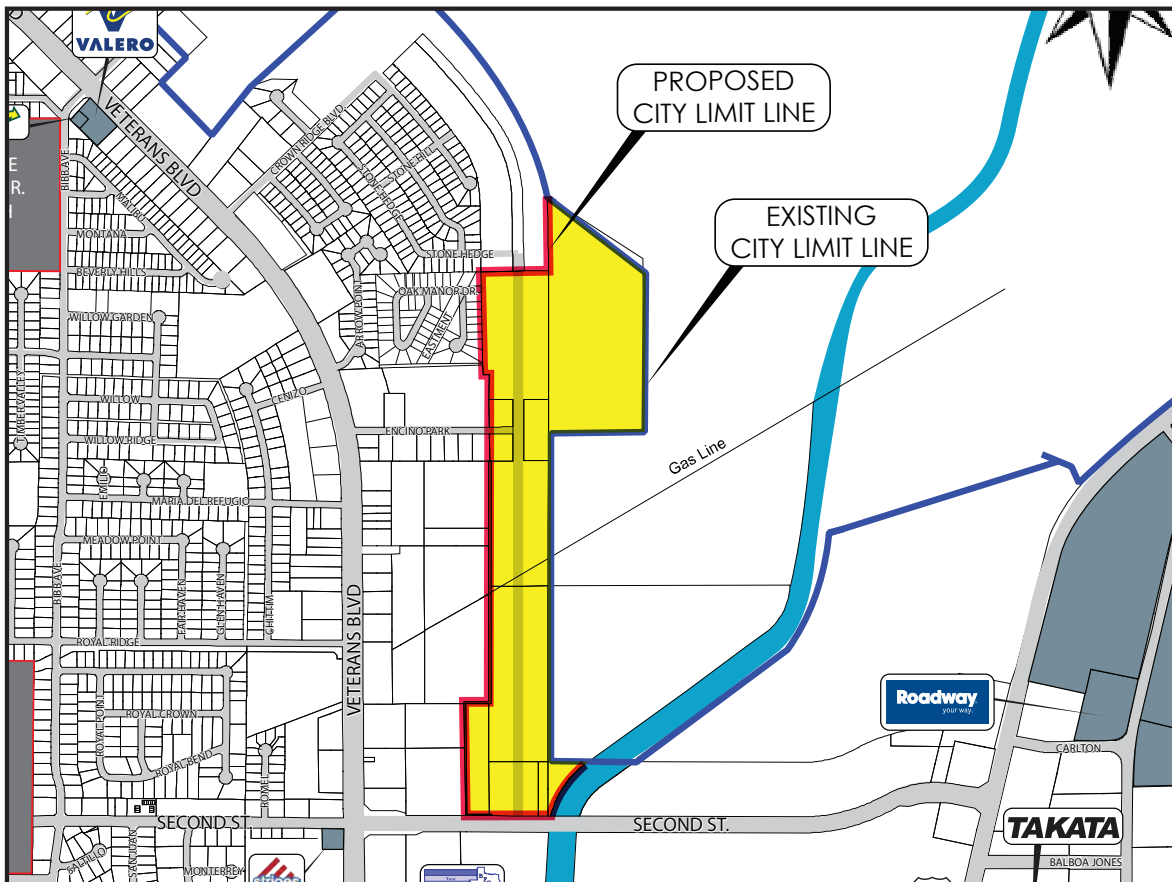
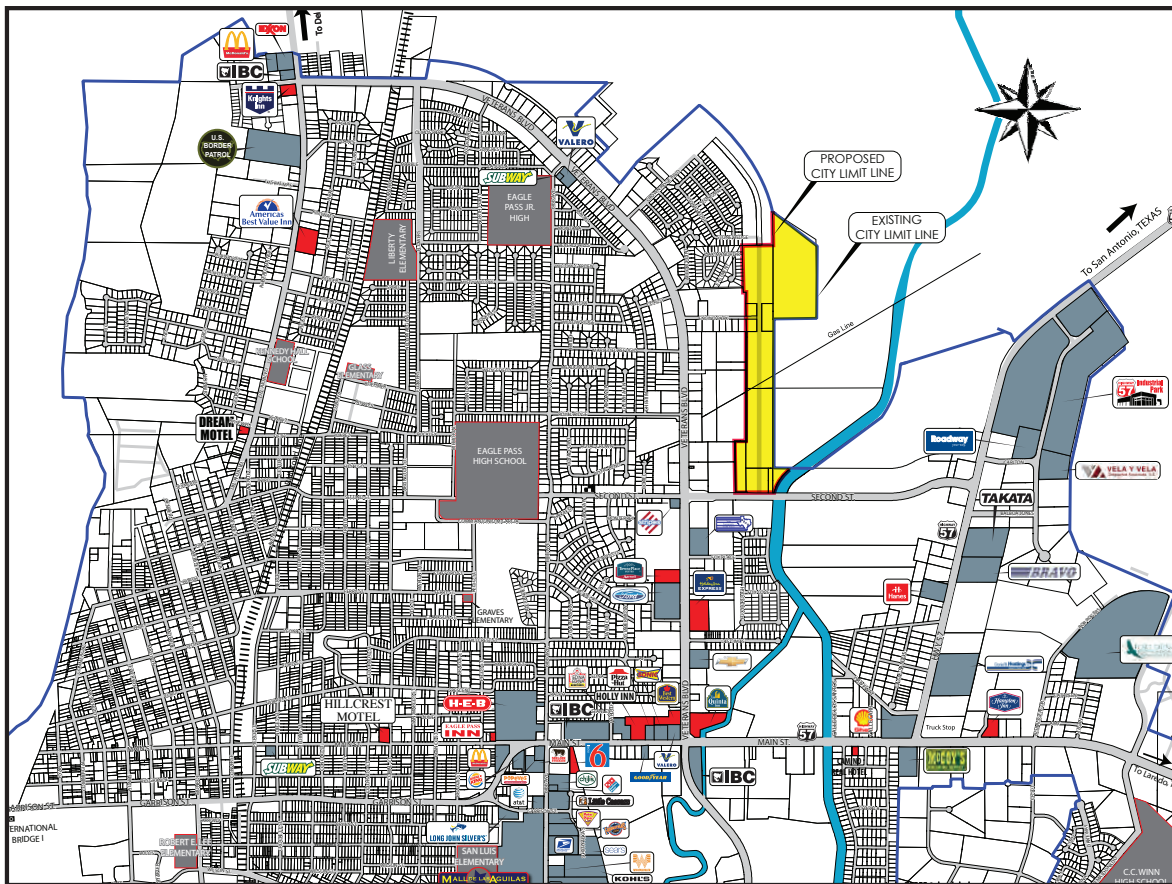


EXHIBIT  
T

 INVERMEX

# Why Now?

*We have 2 shovel ready projects:*

- *Tractor Supply Store.*
- *260 unit Apartment Complex.*

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 INVERMEX

## About the Project

*2009 The Park idea was born.*

*2009 - 2010 Looking for development opportunities.*

*2011 - 2012 Easier, said than done.*

*2012 - Required more financial options.*

*2012 - Gained contracts for development.*

*Oct 2012 - Requested deannexation.*

*Feb 2013 - Recorded Plat of the Park Commercial Subdivision.*

*Mar 2013 - Ready to move forward with your help.*

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 EXHIBIT  
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 INVERMEX

## The facts

*October 14, 2012 - Requested petition for Deannexation*

- *Texas Local Government Code Subchapter G allows deannexation.*
- *City Charter has the authority to “detach” by ordinance.*
- *City of Eagle Pass failed to respond within 60 days as required by sec 43.141 (B) (TX Local Government Code).*
- *No response from City of Eagle Pass*

*February 25, 2013 - Formal request to deannex property as allowed.*

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 INVERMEX

It is in your hands to support  
this project that will  
**create jobs, foster economic  
development and enhance  
the quality of life**  
for many years to come.

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