CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
June 24, 2025 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

A quorum of the City Council intends to be physically present at the aforementioned location.

The City Council may discuss, consider, and take action on any item listed on this agenda.

OPENING ITEMS

1. Invocation – Senior Pastor Robb Foreman, Homeline Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, periods of time, or reports, including, but not limited to:

   3a. Presentation of Proclamation for “National Homeownership Month”

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF JUNE 10, 2025

5. 2025-080 – RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF A SOLE-SOURCE CONTRACT WITH AZTECA SYSTEMS, LLC, FOR LICENSING AND SOFTWARE MAINTENANCE SUPPORT SERVICES OF CITYWORKS SOFTWARE FOR A COST OF $140,060.74 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2025-081 – RESOLUTION AUTHORIZING THE PURCHASE OF A GENIE S-85 XC TELESCOPIC BOOM LIFT FROM MONMOUTH SOLUTIONS, INC., FOR A TOTAL COST OF $184,989.00 **(DISTRICT 4) (GENERAL SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

7. 2025-082 – RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE REMOVAL OF THE MIDLAND LANDFILL TOWER AND POLICE DEPARTMENT

MONOPOLE **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2025-083 – RESOLUTION APPROVING A SERVICE CONTRACT WITH ISI WATER COMPANY, INC., D/B/A WATER COMPANY OF AMERICA THROUGH THE 791 PURCHASING COOPERATIVE FOR THE COLLECTION OF REVENUE ASSOCIATED WITH UNBILLED AND MISBILLED UTILITY SERVICES **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2025-084 – RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY OF MIDLAND, AN INSTRUMENT GRANTING A UTILITY EASEMENT AND RIGHT-OF-WAY LOCATED IN A 0.102-ACRE TRACT OF LAND OUT OF LOT 2A, BLOCK 7, AIRPORT INDUSTRIAL PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, TO ONCOR ELECTRIC DELIVERY COMPANY LLC; APPROVING $14,436.39 FOR COSTS ASSOCIATED WITH THE VEHICLE PARKING P6 PROJECT; APPROPRIATING FUNDS TO THE VEHICLE PARKING P6 PROJECT; AND AUTHORIZING PAYMENT FOR THE WORK ASSOCIATED WITH THE RELOCATION OF THE OVERHEAD UTILITY LINE **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

10. 062-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF STONEBRIDGE ADDITION, SECTION 5, BEING A PLAT OF A 90.43-ACRE TRACT OF LAND OUT OF THE SOUTH HALF OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND LOOP 250 NORTH) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

11. 2025-085 – RESOLUTION AUTHORIZING THE EXECUTION OF A LETTER OF INTENTION FOR THE CITY OF MIDLAND TO BECOME A PARTICIPATING JURISDICTION WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOME INVESTMENT PARTNERSHIP PROGRAM; APPROVING A ONE-TIME CITY SUPPLEMENT IN THE AMOUNT OF $160,474.48; AND TRANSFERRING AND APPROPRIATING FUNDS **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

12. 063-2025 – MOTION AUTHORIZING THE ACCEPTANCE OF REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF $105,462.00 TO ASSIST THE CITY OF MIDLAND WITH THE FUNDING AND DELIVERY OF PUBLIC HEALTH EMERGENCY PREPAREDNESS NECESSITIES, $150,358.00 TO ASSIST WITH THE FUNDING AND DELIVERY OF IMMUNIZATION SERVICES, AND $111,630.00 TO ASSIST WITH THE FUNDING AND DELIVERY OF LOCAL PUBLIC HEALTH SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID FUNDS INTO THE GENERAL FUND **(DISTRICT: ALL) (FIRE) (PROVIDE SOUND**

GOVERNANCE & FISCAL MANAGEMENT)

13. 064-2025 – MOTION ACCEPTING A DONATION IN THE AMOUNT OF $150,000.00 FROM THE BUSTIN' FOR BADGES FUNDRAISING PROJECT; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF THE $150,000.00 IN POLICE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT AND DEPOSIT OF SAID FUNDS **(DISTRICT: ALL) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

14. 065-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-018) WITH HUGH BRINSON PIPELINE, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 3, 4, 9, 16, AND 21, BLOCK 37, AND SECTION 30, BLOCK 36, T-3-S, T&P RR CO. SURVEY, IN MIDLAND AND GLASSCOCK COUNTIES, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

15. 066-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-019) BETWEEN THE CITY OF MIDLAND AND ET-S PERMIAN PIPELINE COMPANY LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

16. 067-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-015) WITH BLACKCOMB PIPELINE, LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9, 16 AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, IN MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

17. 10640 – AN ORDINANCE AMENDING TITLE VIII, “FOOD ESTABLISHMENTS, HEALTH AND GENERAL SANITATION”, CHAPTER 6, “GARBAGE, TRASH AND RUBBISH”, SECTION 18, “ACCUMULATION OF STAGNANT WATER, FILTH, WEEDS, BRUSH, AND DEBRIS ON LOTS”, SUBSECTION (B), “AFFIRMATIVE DEFENSES”, PARAGRAPH 1 OF THE MIDLAND CITY CODE SO AS TO LIMIT THE APPLICATION OF THE AFFIRMATIVE DEFENSE IN SAID PARAGRAPH TO WEEDS OR TALL GRASS LESS THAN 12 INCHES TALL AND BRUSH LESS THAN TWO FEET TALL; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION (FIRST READING HELD JUNE 10, 2025) **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

18. 10641 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF

MIDLAND TO REZONE LOT 1, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO O-2, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 10, 2025) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

19. 10642 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 16, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NEELY AVENUE AND NORTH BIG SPRING STREET), BY PERMITTING A REDUCED FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD JUNE 10, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

20. 10643 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 10, BLOCK 1, TEXLAND ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF TEXLAND CIRCLE, APPROXIMATELY 295 FEET WEST OF NORTH GARFIELD STREET), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD JUNE 10, 2025) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

21. 10644 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 8, 9, AND 10, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MADISON STREET, APPROXIMATELY 120 FEET SOUTH OF EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 10, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

22. 10645 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR BLOCK 13, UNRECORDED PLAT OF CAROL CREST ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE

INTERSECTION OF EAST TAYLOR AVENUE AND WAYSIDE DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, IN PART, AND LI, LIGHT INDUSTRIAL DISTRICT, IN PART, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 10, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

PUBLIC HEARINGS

The City Council will hold public hearings on the following items:

23. 10646 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH 65 FEET OF LOTS 10, 11, AND 12, BLOCK 15, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH A STREET, APPROXIMATELY 75 FEET NORTH OF WEST MISSOURI AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

24. 10647 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 10, LYNSIDE NEIGHBORHOOD, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST SCHARBAUER DRIVE AND NORTH TYLER STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

25. 068-2025 – HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND AND THE COMMUNITY DEVELOPMENT BLOCK GRANT PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE, AND RECOMMENDATIONS REGARDING

THE 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION SUBMISSIONS AND THE FIRST YEAR ACTION PLAN IN ACCORDANCE WITH THE 2025-2030 FIVE-YEAR CONSOLIDATED PLAN (PUBLIC HEARING ONLY) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

MISCELLANEOUS

26. 10648 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

27. PRESENTATION ON PERMITTING UPDATES BY ELIZABETH TRIGGS, PLANNING & DEVELOPMENT OFFICER

28. PRESENTATION ON STRATEGIC STEWARDSHIP: DELIVERING RESULTS THROUGH EFFICIENCY BY TAYLOR NOVAK, CHIEF OF STAFF

29. PRESENTATION ON ENTERPRISE FUNDS BY CHRISTY WEAKLAND, FINANCE DIRECTOR

PUBLIC COMMENT

30. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

Respectfully Submitted,

Tommy Gonzalez
City Manager

MEETING ASSISTANCE INFORMATION: The Midland City Hall and Council Chamber are wheelchair accessible. If you need special assistance to participate in this meeting, please contact the City Secretary's Office at (432) 685-7430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

MIDLAND CITY COUNCIL
MINUTES
June 10, 2025

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., June 10, 2025.

Council Members present:	John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, Deputy City Manager Morris Williams Jr., Deputy City Manager Jose Ortiz, City Governance Officer/City Secretary Marcia Bentley-German, Interim City Attorney Nicholas Toulet-Crump

The meeting was called to order at 10:00 a.m.

OPENING ITEMS

1. Invocation – Father Bala Anthony Govindu, St. Stephen's Catholic Church

2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, periods of time, or reports, including, but not limited to:

   3a. Presentation of Proclamation for "Emancipation Proclamation Celebration Days"

   3b. Presentation of Proclamation for FMH Foundation's contributions to the community

   3c. Presentation of Proclamation for "Dr. Richard Bartlett Day"

   3d. Midland Homeless Coalition Update

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

DRAFT

6. 2025-078 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2025 CITYWIDE PAVEMENT MARKING PROJECT TO LINEAR TRAFFIC MARKINGS LLC OF FORT WORTH, TEXAS, AT A TOTAL COST NOT TO EXCEED $500,000.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 056-2025 – MOTION APPROVING A CONSENT AND AMENDMENT AGREEMENT REGARDING (I) THAT CERTAIN ECONOMIC DEVELOPMENT AGREEMENT DATED NOVEMBER 13, 2018, (II) THAT CERTAIN SUBLEASE AGREEMENT DATED NOVEMBER 13, 2018, AND (III) THAT CERTAIN SECURITY AGREEMENT DATED NOVEMBER 13, 2018, ALL BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND AST & SCIENCE LLC **(DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

10. 057-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SUPREME INDUSTRIAL PARK, BEING A 38.02-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST COUNTY ROAD 148, APPROXIMATELY 449 FEET WEST OF SOUTH COUNTY ROAD 1285) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

11. 058-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF ELEVATE CHURCH, BEING A PLAT OF A 27.06-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF OCCIDENTAL PARKWAY, APPROXIMATELY 850 FEET WEST OF NORTH FAIRGROUNDS ROAD) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

12. 059-2025 – MOTION AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT WITH ONEOK WESTEX TRANSMISSION, L.L.C. ("ONEOK") FOR THE REMOVAL OF A BLOCK VALVE AND METER FACILITY AND THE ENCASEMENT OF PIPELINES (THE "ONEOK PROJECT") TO ACCOMMODATE THE EXPANSION OF BRIARWOOD AVENUE; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL OTHER DOCUMENTS NECESSARY FOR THE ONEOK PROJECT; RATIFYING THE DEPUTY CITY MANAGER'S EXECUTION OF A LETTER AGREEMENT WITH ONEOK REGARDING THAT CERTAIN RELOCATION AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND ONEOK DATED OCTOBER 10, 2024 (THE "FAIRGROUNDS ROAD AGREEMENT"), WHICH AUTHORIZES ONEOK TO APPLY THE REFUND OF $252,678.02 DUE TO THE CITY UNDER THE FAIRGROUNDS ROAD AGREEMENT AS A CREDIT AGAINST THE AMOUNT THE CITY SHALL OWE ONEOK FOR THE ONEOK PROJECT UNDER THE REIMBURSEMENT AGREEMENT; AND APPROPRIATING THE SUM OF $200,600.00 FROM THE FAIRGROUNDS ROAD TO MOCKINGBIRD PROJECT AND THE SUM OF $143,221.98 FROM THE PAVING OF BRIARWOOD AVENUE

DRAFT

PROJECT TO A PROJECT ACCOUNT FOR SAID ONEOK PROJECT **(DISTRICT 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

John Burkholder moved to approve Consent Agenda items 4 – 12, excluding items 5, 7 & 8; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

The following item(s) were pulled from consent agenda and considered individually.

5. 2025-077 – RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LTD, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY STRUCTURE AT DUNAGAN PARK FOR A TOTAL COST OF $228,489.00; APPROVING $71,922.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT

Parks and Recreation Director Laurie Williams gave a brief overview of the item by reviewing the community impact for new restroom facilities at Dunagan Park. This facility was outdated and difficult to maintain. Community Development Block Grant (CDBG) funds were awarded for this project.

General Services Director Regina Stephenson gave a brief overview of the BuyBoard Purchasing Cooperative bidding process to include cost and time savings.

Council Member Burkholder and Mayor Blong reiterated the need for these services and how they will help streamline the bidding process and save money.

City Manager Tommy Gonzalez reported work is being done to streamline the process even more by including features such as Artificial Intelligence.

Council Member Norman inquired if the process always took the lowest bid price, to which Ms. Stephenson reported there are a combination of factors that go into the process.

Deputy City Manager Morris Williams Jr. reported there are standards in place that lead towards local vendors.

John Burkholder moved to approve Resolution No. 2025-077; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

DRAFT

7. 2025-079 – RESOLUTION AWARDING A CONTRACT TO EMS MANAGEMENT & CONSULTANTS, INC. D/B/A EMS|MC FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES DEBT COLLECTION SERVICES FOR THE FIRE DEPARTMENT

City Manager Tommy Gonzalez reported on audits that were done throughout the City and how the cost savings from these audits has helped cost savings in other areas.

Managing Director of Public Safety, Chuck Blumenauer, reported that this company specializes in EMS billing/collections. This will save time and collect funds the City is owed.

City Manager Tommy Gonzalez reported this will save the City $200,000 and will assist in gererating revenue.

Mayor Blong pointed out that EMS serves the entire City and County. This will help the City collect where people can pay and help those in need who struggle to pay.

Council Member Ladd inquired if there is any sharing of medical data.

Mr. Blumenauer reported collections data may be shared but not patient data. Patient data is protected by the Health Insurance Portability and Accountability Act (HIPAA).

John Burkholder moved to approve Resolution No. 2025-079; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

8. 055-2025 – MOTION AUTHORIZING THE EXECUTION OF A MASTER INTERLOCAL AGREEMENT WITH 791 PURCHASING COOPERATIVE; SAID AGREEMENT PROVIDING FOR COOPERATIVE PURCHASING SERVICES THROUGH THE PROGRAMS ADMINISTERED BY 791 PURCHASING COOPERATIVE

Council Member Burkholder highlighted that this was similar to the comments on item number five on this agenda.

Brian Stubbs moved to approve Motion No. 055-2025; seconded by John Burkholder.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

SECOND READINGS

13. 10619 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF

DRAFT

MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 22, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10619.

Mayor Pro Tem Poole reported she will abstain to be fully transparent but there is no financial conflict of this item.

Planning & Development Officer Elizabeth Triggs reported that when incident reports are involved, one needs to look at the types of calls and not necessarily the total number of reports.

David Chin, 3203 High Sky Drive, reported that off-duty Police Officers will not work for $50/hour and at $75/hour the Police Officers will not accept a 1099. Mr. Chin reported he needs a way to prove that he is paying the $6,000 per month to the off-duty Police Officers. There is a local company that wears uniforms and takes checks. This will allow him to prove he has security. Mr. Chin also reported on proactive measures he has taken with his bar and reported on his relationship with the company BTA.

Council Member Norman led discussion on an amendment to use the same language as Double Bar's ordinance.

Council Member Amy Stretcher Burkes would like to include a two month review as well.

The entire discussion may be heard at www.midlandtexas.gov.

John Norman moved to amend that the operator of the establishment shall provide a minimum of two security guards who are Level II certified, as required by the State of Texas for a security officer commission or for a license as a non-commissioned security officer, on the premises of the establishment during hours of operation on Friday and Saturday that occur between 9:00 p.m. and 2:00 a.m. of the following day and to be reviewed 60 days after the adoption of the ordinance along with the seven month review previously stated in the ordinance; the second and final reading of Ordinance No. 10619 by; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Blong, Stubbs, Ladd, Norman

DRAFT

NAY: None
ABSTAIN: Poole
ABSENT: None

14. 10633 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 27, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10633.

John Norman moved to approve the second and final reading of Ordinance No. 10633; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

15. 10634 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,500-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, CORPORATE PLAZA ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SPRING PARK DRIVE, APPROXIMATELY 340 FEET WEST OF EDWARDS STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BOOKSTORE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 27, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10634.

Robin Poole moved to approve the second and final reading of Ordinance No. 10634; seconded by Jack Ladd.

DRAFT

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

16. 10636 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN APPROXIMATE 0.167-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH A STREET AND WEST MISSOURI AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 27, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10636.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10636; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

17. 10637 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST HALF OF LOT 13 AND ALL OF LOT 14, BLOCK 6, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH F STREET AND WEST TENNESSEE AVENUE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD MAY 27, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10637.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10637; seconded by John Norman.

DRAFT

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

18. 10638 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 7, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND HOUSTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 27, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10638.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10638; seconded by John Norman.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

19. 10639 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST TEXAS AVENUE AND NORTH MINEOLA STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 27, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10639.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10639; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

DRAFT

PUBLIC HEARINGS

The City Council will hold public hearings on the following items:

20. 10640 – AN ORDINANCE AMENDING TITLE VIII, "FOOD ESTABLISHMENTS, HEALTH AND GENERAL SANITATION", CHAPTER 6, "GARBAGE, TRASH AND RUBBISH", SECTION 18, "ACCUMULATION OF STAGNANT WATER, FILTH, WEEDS, BRUSH, AND DEBRIS ON LOTS", SUBSECTION (B), "AFFIRMATIVE DEFENSES", PARAGRAPH 1 OF THE MIDLAND CITY CODE SO AS TO LIMIT THE APPLICATION OF THE AFFIRMATIVE DEFENSE IN SAID PARAGRAPH TO WEEDS OR TALL GRASS LESS THAN 12 INCHES TALL AND BRUSH LESS THAN TWO FEET TALL; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

    Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10640.

    Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is to amend the weed height ordinance. Mrs. Triggs reviewed the proposed changes and best practices.

    Mayor Blong opened the public hearing at 11:10 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

    Brian Stubbs moved to approve the first of two readings of Ordinance No. 10640; seconded by Jack Ladd.

    The motion passed by the following vote:
    AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
    NAY: None
    ABSTAIN: None
    ABSENT: None

21. 10641 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO O-2, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

    Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10641.

DRAFT

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a re-zone request.

Discussion among Council ensued regarding trees to make sure they meet the ordinance requirements so not to tangle power lines. They also discussed landscaping and water issues.

Mayor Blong opened the public hearing at 11:17 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10641; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

22. 10642 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 16, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NEELY AVENUE AND NORTH BIG SPRING STREET), BY PERMITTING A REDUCED FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10642.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a special exception to permit a reduced front yard setback.

Mayor Blong opened the public hearing at 11:22 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Burkholder moved to approve the first of two readings of Ordinance No. 10642; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Norman
NAY: None
ABSTAIN: Ladd
ABSENT: None

23. 10643 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 10, BLOCK 1, TEXLAND ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY

DRAFT

LOCATED ON THE NORTH SIDE OF TEXLAND CIRCLE, APPROXIMATELY 295 FEET WEST OF NORTH GARFIELD STREET), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10643.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a special exception to permit an increased maximum number of accessory buildings on the property.

Mayor Blong opened the public hearing at 11:27 a.m. There being no one present wishing to speak, the public hearing closed at 11:28 a.m.

John Burkholder moved to approve the first of two readings of Ordinance No. 10643; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

24. 10644 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 8, 9, AND 10, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MADISON STREET, APPROXIMATELY 120 FEET SOUTH OF EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10644.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a zone change request.

Mayor Blong opened the public hearing at 11:30 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Brian Stubbs moved to approve the first of two readings of Ordinance No. 10644; seconded by John Burkholder.

DRAFT

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

25. 10645 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR BLOCK 13, UNRECORDED PLAT OF CAROL CREST ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST TAYLOR AVENUE AND WAYSIDE DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, IN PART, AND LI, LIGHT INDUSTRIAL DISTRICT, IN PART, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10645.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a Specific Use Designation (SUD) for the sale of alcohol.

Mayor Blong opened the public hearing at 11:32 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Brian Stubbs moved to approve the first of two readings of Ordinance No. 10645; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

26. 060-2025 – HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND AND THE COMMUNITY DEVELOPMENT BLOCK GRANT PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE, AND RECOMMENDATIONS REGARDING THE 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION SUBMISSIONS AND THE FIRST YEAR ACTION PLAN IN ACCORDANCE WITH THE 2025-2030 FIVE-YEAR CONSOLIDATED PLAN (PUBLIC HEARING ONLY) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item

DRAFT

noting this is the first of two public hearings regarding the federal CDBG funding objectives. Mrs. Triggs reviewed the program overview, amount awarded, program income, prior-year fund balance and summary of applications by category.

Mayor Blong opened the public hearing at 11:47 a.m.

Shirley Alemanza, Executive Director of Breaking Bread Kitchen, 410 E. Florida Avenue, spoke about how they assist individuals with homelessness and food insecurities.

Tonya Eckert, Executive Director of Casa de Amigos, 1101 Garden Lane, spoke about the services their organization provides such as the senior nutrition program, among others.

Tracy Renton, Development Director for Senior Life Midland, 4000 Compton Drive, spoke about the services their organization provide such as the weekend frozen meal program, among others.

Mayor Blong recognized the food insecurities and challenges within the community and thanked those that spoke on these issues who are trying to help.

PUBLIC HEARING ONLY, NO ACTION TAKEN.

MISCELLANEOUS

27. 061-2025 – RECEIVE, DISCUSS, AND TAKE ACTION ON A STAFF PRESENTATION ON A LONG-TERM WATER ACCESS AND SUSTAINABILITY PLAN FOR NORTHEAST MIDLAND, SOUTH OF LOOP 250 AND EAST OF FAIRGROUNDS ROAD **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Mayor Blong and Council Member Burkholder reported they are aware of this issue and agree something needs to be done.

City Manager Tommy Gonzalez reported Council used Midland Development Corporation funds to pay for a one million dollar design study that moved up the Todd Road overpass project across the loop up by six years and will save two million dollars. This will allow water to come to part of this area.

Planning & Development Officer Elizabeth Triggs gave a presentation of the item noting an opportunity to encourage growth due to proactivity of the plan and it's benefits.

Deputy City Manager Jose Ortiz provided the history of how the project came about, the future and proactivity for Loop 250 at Todd Drive.

Mayor Blong agrees something needs to be done and inquired about funding.

Deputy City Manager Jose Ortiz reported there is funding set aside.

DRAFT

Council Member Norman reported he appreciates what staff is doing and how they are working fast on this issue.

Council Member Burkholder reported he is pleased with how fast staff is moving on this issue and that it shows the integrity of the water system.

Discussion among Mayor and Council ensued about the need to get this project done.

Steve Jeter, The Venue at Live Oak, 3201 Elkins, reported he brought up the need for water to Council a year and a half ago when they wanted to build an enclosed stage/10,000 square foot building but were denied due to it having to be sprinkled. His building is adjacent to this area. Eventually, he was allowed to build a 1,600 square foot stage but it had to be uncovered up to 1,000 square feet. Mr. Jeter reported that in the past several weeks, he's gotten complaints about noise but noted he tried to build an enclosed area. Mr. Jeter also feels it is time to move forward and make a water commitment.

Mayor Pro Tem Poole inquired if the Retreat Center and Holy Cross or any other larger businesses were/are included in the plans.

Assistant City Manager Jose Ortiz reported that is a long term goal for them to include others.

Mayor Pro Tem Poole reported we should be mindful of other issues when assessing cost as we move forward. Mr. Jeter is an example of this.

City Manager Tommy Gonzalez reported as these issues come up, discussions with Council will be done.

28. PRESENTATION ON THE CITY OF MIDLAND BUDGET BY CHRISTY WEAKLAND, DIRECTOR OF FINANCE

Finance Director Christy Weakland gave a brief presentation of the Budget for the City of Midland. Mrs. Weakland reported on the five year forecast, fixed cost vs capital costs, fixed costs increases, financial disciplines, financial accountability, challenges such as new costs absorbed, FY2025 tax rates – peer cities, public safety vs property tax revenue and sales tax by entity just to name a few. The entire presentation may be heard online at www.midlandtexas.gov.

29. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT ALL) (CITY SECRETARYS OFFICE)**

John Burkholder moved to reappoint Stephen Lowery (County), Frank Tarzian (County), Ed Anderson (County), John Trischitti III (City) and Claudius Sanchez Czyzewska (City) to the Midland Spaceport Development Corporation; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None

DRAFT

ABSTAIN: None
ABSENT: None

All County and City members on this list agreed to serve their second term.

PUBLIC COMMENT

30. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

Mandee Stearns, 5614 Rio Grande, spoke on unfair treatment of animals at the Animal Services Department.

Andrew Stearns, 5614 Rio Grande Avenue, voiced concerns of a June 5, 2025 quorum issue when Governor Greg Abbott came to town. Mr. Stearns also voiced concerns over the sign issue regarding no accountability.

Interim City Attorney Nicholas Toulet-Crump reported what the Government Code, Chapter 551, Open Meetings, Sub-chapter A, General Provisions states "*The term does not include the gathering of a quorum of a governmental body at a social function unrelated to the public business that is conducted by the body, the attendance by a quorum of a governmental body at a regional, state, or national convention or workshop, ceremonial event, or press conference, or the attendance by a quorum of a governmental body at a candidate forum, appearance, or debate to inform the electorate, if formal action is not taken and any discussion of public business is incidental to the social function, convention, workshop, ceremonial event, press conference, forum, appearance, or debate."* Information in it's entirety may be read at https://statutes.capitol.texas.gov/Docs/GV/htm/GV.551.htm

Nino Rodriquez, 1101 S. Johnson, requested to move public comment before consent, reschedule Council meetings to after five p.m. and reported frustrations regarding the Midland Development Corporation Director.

Judd Campbell, 110 Ridglea Drive, spoke on trust and transparency and would like Council to move public comment to the beginning of the meeting and have Council meetings in the evenings. He also spoke on conflicts of interest with Council Member Stubbs and the Midland Development Corporation.

Robin Campbell, 110 Ridglea Drive, spoke on moving public comment to the beginning of the meeting and wants to know what happened with the signs.

Latina Baker, 223 W. Wall Street, Executive Director of Give Hope Community Cares, plans to open a free whole foods grocery store and hydroponic greenhouse to address food insecurities so no one goes hungry in Midland.

DRAFT

Mayor Blong suggested Ms. Baker connect with Mr. Isaac Garnett, Community Development Division Manager.

Eliel Rosa, 3603 Humble Avenue, reported June 14th is National Resistance Day in which Midland is on the map. Mr. Rosa suggested readiness but not engaging. Mr. Rosa also reported that Pastor Dave Welch passed away and that he blessed the City of Midland. Mr. Rosa would like to know if Pastor Welch's wife Valerie may receive a letter from the City.

EXECUTIVE SESSION

31. Pursuant to Texas Government Code § 551.101, the City Council will hold an Executive Session, which is closed to the public, to discuss the following matters as permitted under the following sections of the Texas Government Code:

Mayor Blong recessed the City Council meeting to go into Executive Session at 1:18 p.m.

a. Section 551.071, Consultation with Attorney

a.1. Discuss matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

b. Section 551.072, Deliberation Regarding Real Property

b.1. Discuss the purchase, exchange, lease or value of real property.

c. Section 551.074, Personnel Matters

c.1. Deliberate the employment, evaluation, and duties of the City Manager, Interim City Attorney, Special Counsel, City Secretary, Municipal Court Presiding Judge and Municipal Court Associate Judge.

d. Section 551.087, Deliberate Economic Development Negotiations

d.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.

All the business at hand having been completed, the meeting adjourned at 3:09 p.m.

PASSED AND APPROVED June 24, 2025.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF A SOLE-SOURCE CONTRACT WITH AZTECA SYSTEMS, LLC, FOR LICENSING AND SOFTWARE MAINTENANCE SUPPORT SERVICES OF CITYWORKS SOFTWARE FOR A COST OF $140,060.74 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution authorizing an agreement for the sole source purchase of licensing and software maintenance support for Cityworks software for a total cost of $140,060.74.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Tech Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Resolution 2007-155 authorized the purchase of the Cityworks software for the Transportation Division and Utilities Department. The licensing and software maintenance support for the Cityworks software is only available through Azteca Systems, LLC. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or

natural monopolies. Staff recommends entering into the agreement and purchasing the licensing and software maintenance for Cityworks software from Azteca Systems, LLC. Please see the attached memo from Mihir Patel, Deputy Chief Information Officer, for additional information.

Therefore, please consider a resolution authorizing an agreement for the sole source purchase of licensing and software maintenance support for Cityworks software to Azteca Systems, LLC of Sandy, Utah for a total cost of $140,060.74.

Morris Williams Jr.

City Manager's Office

City Council Agenda

MEETING DATE: 06/24/2025

TO: Erika Martinez, Purchasing Manager

FROM: Mihir Patel, Deputy Chief Information Officer

CC: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution to approve a Trimble/Cityworks Online Enterprise License Agreement from Trimble for $140,060.74 for an annual renewal.

Purpose:
Consider a resolution to approve an annual renewal of Trimble/Cityworks Online Enterprise License Agreement for $140,060.74 from Trimble.

Discussion:

The Engineering and Utilities departments currently utilize Trimble/Cityworks for asset and work order management. This renewal will provide Trimble/Cityworks cloud hosting, software updates, continued maintenance for customer support, and mobile device access licenses. The Trimble/Cityworks annual subscription and maintenance has increased by 3%, which totals $140,060.74.

The annual renewal fee of $140,060.74 is budgeted in the Tech Fund 770770-53405.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF A SOLE-SOURCE CONTRACT WITH AZTECA SYSTEMS, LLC, FOR LICENSING AND SOFTWARE MAINTENANCE SUPPORT SERVICES OF CITYWORKS SOFTWARE FOR A COST OF $140,060.74

WHEREAS, Resolution 2021-059 authorized the execution of a contract with Azteca Systems, LLC, for licensing and software maintenance support services of Cityworks Software; and

WHEREAS, the Engineering an Utilities Department utilize Cityworks Software for asset and work order management; and

WHEREAS, Azteca Systems, LLC, is the sole source provider of Cityworks Software services; and

WHEREAS, Azteca Systems, LLC, has agreed to provide the City of Midland with a one-year renewal of licensing and software maintenance support services of Cityworks Software for a total cost of $140,060.74; and

WHEREAS, the City Council finds the price proposed for said licensing and software maintenance support to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize a one-year renewal of the sole-source contract with Azteca Systems, LLC, for licensing and software maintenance support services of Cityworks Software;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, such documents necessary for a one-year renewal of the sole-source contract with Azteca Systems, LLC, for licensing and software maintenance services of Citywork Software for the Information Technology Systems Department for a total cost of $140,060.74. Said renewal documents being attached hereto as Exhibit “A” and incorporated herein for all purposes.

SECTION TWO. That funding shall be available in the Tech Fund operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Azteca Systems, LLC, in accordance with the provisions of the above-referenced contract from available funds upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number Q-39519-2
Created Date 5/30/2025

Contact Information

Contact Name:	Gorgees Eskander	Prepared By Name:	Kristi Ross
Customer:	Midland (TX), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	1602 E. Orchard Ln Building 3 Midland, TX 79701	Prepared By Email:	kristi_ross@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Cityworks Online Standard	1.00	USD 116,364.56
Cityworks Authorized Users	100.00	USD 0.00
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Performance Budgeting	1.00	USD 0.00
Service Request API	1.00	USD 0.00
Work Order API - Basic	1.00	USD 0.00
Inspection API	1.00	USD 3,733.75
Data Storage Plus	1.00	USD 0.00
Pavement Express	1.00	USD 19,962.43
	TOTAL:	USD 140,060.74

Notes

Exhibit "A"

Year 1 Dollar Value	USD 140,060.74	Year 1 Date Range	8/6/2025 - 8/5/2026

Maintenance Start Date: 8/6/2025 **Maintenance End Date:** 8/5/2026

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

_____
Title

_____/_____/_____
Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number Q-39519-2
Created Date 5/30/2025

Contact Information

Contact Name:	Gorgees Eskander	Prepared By Name:	Kristi Ross
Customer:	Midland (TX), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	1602 E. Orchard Ln Building 3 Midland, TX 79701	Prepared By Email:	kristi_ross@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
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Contracts	1.00	USD 0.00
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eURL - AMS	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Performance Budgeting	1.00	USD 0.00
Service Request API	1.00	USD 0.00
Work Order API - Basic	1.00	USD 0.00
Inspection API	1.00	USD 3,733.75
Data Storage Plus	1.00	USD 0.00
Pavement Express	1.00	USD 19,962.43
	TOTAL:	USD 140,060.74

Notes

Year 1 Dollar Value	USD 140,060.74	Year 1 Date Range	8/6/2025 - 8/5/2026

Maintenance Start Date: 8/6/2025 **Maintenance End Date:** 8/5/2026

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

Terms and Conditions

Payment Terms
Payment due within 30 days

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All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

_____
Title

_____/_____/_____
Date

City Council Meeting

Item Number: 6

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE PURCHASE OF A GENIE S-85 XC TELESCOPIC BOOM LIFT FROM MONMOUTH SOLUTIONS, INC., FOR A TOTAL COST OF $184,989.00 (DISTRICT 4) (GENERAL SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

Resolution authorizing the purchase of one (1) telescopic boom lift (Genie S-85 XC) from Monmouth Solutions, Inc. in the total amount not to exceed $184,989.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds will be appropriated from Airport Unappropriated Fund Balance and will be appropriated for this purpose.

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Requests for bids were sent to sixty (60) vendors for the purchase of a telescopic boom lift for the Midland International Air & Space Port. We received two (2) bids. Staff recommends purchasing the telescopic boom lift from the apparent low bidder, Monmouth Solutions, Inc. for a total cost of $184,989.00.

Therefore, please consider a resolution approving the purchase of one (1) telescopic boom lift

(Geinie S-85 XC) from Monmouth Solutions, Inc. of Lowell, Massachusetts for a total cost of $184,989.00.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO.

RESOLUTION AUTHORIZING THE PURCHASE OF A GENIE S-85 XC TELESCOPIC BOOM LIFT FROM MONMOUTH SOLUTIONS, INC., FOR A TOTAL COST OF $184,989.00

WHEREAS, the City of Midland approved specifications and authorized advertisement for bids for a telescopic boom lift to be used at the Midland International Air & Space Port; and

WHEREAS, Bid No. 25005277 was opened on June 4, 2025, with the lowest and most advantageous bid being submitted by Monmouth Solutions, Inc., as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds it to be in the public interest to purchase a Genie S-85 XC telescopic boom lift from Monmouth Solutions, Inc.;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a Genie S-85 XC telescopic boom lift from Monmouth Solutions, Inc., for a total cost of $184,989.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Monmouth Solutions, Inc., for said telescopic boom lift from funds available in the Airport operating budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

25005277 Telescopic Boom Lift
Bid Opening: June 4, 2025

			Monmouth Solutions, Inc									OCTANE FORKLIFTS INC								
Total Cost			$184,989.00									$213,030.00								
#	Items	Quantity Required	Unit Price	EPA City Mileage Estimates	EPA Highway Mileage Estimates	Brand of Lift	Model of Lift	Delivery Time ARO	Standard Warranty	Extended Warranty Options	Total Cost	Unit Price	EPA City Mileage Estimates	EPA Highway Mileage Estimates	Brand of Lift	Model of Lift	Delivery Time ARO	Standard Warranty	Extended Warranty Options	Total Cost
#0-1	Telescopic Boom Lift	1	$184,989.00	N/A	N/A	Genie	S-85 XC	12 WEEKS ARO	1 YEAR	3 YEAR	$184,989.00	$213,030.00	N/A	N/A	JLG	860SJ	15-30 Days ARO	12 Month -Manufacturer's Warranty 12 Month - Powertrain Warranty 60 Month – Specified Major Components Warranty	Please contact OCTANE Directly for extended warranty pricing. We have many options available.	$213,030.00

Bid Summary

60 **Bid Requests were issued**
2 **Bids are listed above**
0 **NO BIDS were received**
58 **Bidders did not respond**

25005277 Telescopic Boom Lift
Bid Opening: June 4, 2025

			Monmouth Solutions, Inc									OCTANE FORKLIFTS INC								
Total Cost			$184,989.00									$213,030.00								
#	Items	Quantity Required	Unit Price	EPA City Mileage Estimates	EPA Highway Mileage Estimates	Brand of Lift	Model of Lift	Delivery Time ARO	Standard Warranty	Extended Warranty Options	Total Cost	Unit Price	EPA City Mileage Estimates	EPA Highway Mileage Estimates	Brand of Lift	Model of Lift	Delivery Time ARO	Standard Warranty	Extended Warranty Options	Total Cost
#0-1	Telescopic Boom Lift	1	$184,989.00	N/A	N/A	Genie	S-85 XC	12 WEEKS ARO	1 YEAR	3 YEAR	$184,989.00	$213,030.00	N/A	N/A	JLG	860SJ	15-30 Days ARO	12 Month -Manufacturer's Warranty 12 Month - Powertrain Warranty 60 Month – Specified Major Components Warranty	Please contact OCTANE Directly for extended warranty pricing. We have many options available.	$213,030.00

Bid Summary

60 **Bid Requests were issued**
2 **Bids are listed above**
0 **NO BIDS were received**
58 **Bidders did not respond**

City Council Meeting

Item Number: 6

Meeting Date: June 25, 2024

To: Purchasing

From: Michael Carrillo

Subject: RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH MONMOUTH SOLUTIONS, INC. FOR THE ACQUISITION OF ONE TELESCOPIC BOOM LIFT (GENIE S-85 XC) IN THE TOTAL AMOUNT NOT TO EXCEED $184,989.00. (DISTRICT 4) (AIRPORTS) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

Authorize the purchase of one Telescopic Boom Lift from Monmouth Solutions, Inc. at a total cost not to exceed $184,989.00, and appropriate funds accordingly.

Recommended City Council Action:

Approve

Fiscal Impact:

Line Item	Source	Amount
Telescopic Boom Lift	Capital Equipment Airport Operating Fund	$184,989.00

Strategic Priority:

Strong Economy with More Quality Jobs: 1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland Airport System.

Appropriation Language:

That the sum of $184,989.00 is hereby appropriated from the Airport Operating Fund Unappropriated Fund Balance to the Capital Equipment Airport Operating Fund.

Discussion:

The City issued Bid Request #25005277 for the purchase of one Telescopic Boom Lift, with the bid opening held on June 4, 2025. Two qualified bids were received:

Monmouth Solutions, Inc.: $184,989.00
Octane Forklifts, Inc.: $213,030.00

After review, Monmouth Solutions, Inc. was selected as the most responsive and responsible bidder offering the Genie S-85 XC model with a 12-week delivery window. This equipment meets operational needs and includes a 1-year standard warranty and a 3-year extended warranty.

The acquisition of this Telescopic Boom Lift is a critical investment in the City's operational capabilities at Midland International Air & Space Port. Over the past several months, the frequency and cost of renting similar equipment have increased significantly due to growing maintenance demands, airfield lighting upgrades, and vertical infrastructure work. Continued reliance on rentals has not only proven costly but also created logistical delays and limitations in scheduling necessary tasks. Owning this lift will eliminate dependency on external vendors, reduce long-term operational expenses, and ensure timely response to airfield and facility maintenance needs. The selected model, the Genie S-85 XC, offers the height, reach, and safety features required to support the Airport’s expanding maintenance responsibilities. Staff recommends approval of the purchase agreement with Monmouth Solutions, Inc., whose bid provides the best value and operational readiness.

City Manager’s Office

City Council Meeting

Item Number: 7

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE REMOVAL OF THE MIDLAND LANDFILL TOWER AND POLICE DEPARTMENT MONOPOLE (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution rejecting the sole bid received for the Midland Landfill Tower and Police Department Monopole.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for the Midland Landfill Tower and Police Department Monopole. Twenty-three (23) bid requests were issued. We received a sole bid. Staff recommends rejecting all bids. Please see the attached memo from Mihir Patel, Deputy Chief Information Officer, for additional information.

Therefore, please consider a resolution rejecting the sole bid received for the Midland Landfill Tower and Police Department Monopole.

Morris Williams Jr.

City Manager's Office

City Council Agenda Item

MEETING DATE: **June 24, 2025**

TO: Erika Martinez, Purchasing Manager

FROM: Mihir Patel, Deputy Chief Information Officer

CC: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a motion rejecting the sole bid for the RFP 25004551, removal of Midland Landfill Tower and PD Monopole.

Purpose:
Consider a motion rejecting the sole bid for the RFP 25004551, removal of Midland Landfill Tower and PD Monopole.

Discussion:
The staff recommends rejecting all qualifications for the RFP concerning the removal of Midland Landfill Tower and PD Monopole, and will offer a replacement opportunity aligned with program guidelines.

Therefore, please consider a resolution rejecting the sole bid for the RFP 25004551, removal of Midland Landfill Tower and PD Monopole.

RESOLUTION NO. _____

RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE REMOVAL OF THE MIDLAND LANDFILL TOWER AND POLICE DEPARTMENT MONOPOLE

WHEREAS, the City Manager advertised for competitive bids for the removal of the Midland Landfill Tower and Police Department Monopole (the "Project"); and

WHEREAS, the City Council finds it to be in the public interest to reject the sole bid received for the Project, which was opened on May 28, 2025;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the recitals stated above are hereby adopted.

SECTION TWO. That the sole bid received for the Project is hereby rejected.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

RFP 25004551 Midland Landfill Tower			Allstate Tower Inc.	
Open Date: May 28, 2025		Total Cost	$157,538.00	
	Items	Quantity Required	Unit Price	Total Cost
#0-1	Materials Portion Incorporated Into Project	1	No Bid	No Bid
#0-2	Labor Portion Incorporated Into Project	1	$157,538.00	$157,538.00
#0-3	Other Costs Not Incorporated Into Project	1	No Bid	No Bid
	Bidding Summary Bid requests were issued: 23 NO BIDS were received: 0 Bidders did not respond: 22			

RFP 25004551 Midland Landfill Tower			Allstate Tower Inc.	
Open Date: May 28, 2025		Total Cost	$157,538.00	
	Items	Quantity Required	Unit Price	Total Cost
#0-1	Materials Portion Incorporated Into Project	1	No Bid	No Bid
#0-2	Labor Portion Incorporated Into Project	1	$157,538.00	$157,538.00
#0-3	Other Costs Not Incorporated Into Project	1	No Bid	No Bid
	Bidding Summary Bid requests were issued: 23 NO BIDS were received: 0 Bidders did not respond: 22			

City Council Meeting

Item Number: 8

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A SERVICE CONTRACT WITH ISI WATER COMPANY, INC., D/B/A WATER COMPANY OF AMERICA THROUGH THE 791 PURCHASING COOPERATIVE FOR THE COLLECTION OF REVENUE ASSOCIATED WITH UNBILLED AND MISBILLED UTILITY SERVICES (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution awarding the execution of a services agreement with ISI Water Company, Inc dba Water Company of America for the Review of Unbilled or Misbilled Utility Services to the City of Midland through the 791 Purchasing Cooperative contract # 791202409008.

Recommended City Council Action:

Approve

Fiscal Impact:

That the City Comptroller is hereby authorized and directed to appropriate funds and pay ISI Water Company, Inc., d/b/a Water Company of America in accordance with the provisions of the above-referenced service contract from funds collected by ISI Water Company, Inc., d/b/a Water Company of America pursuant to the terms of said service contract.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff recommends awarding the execution of a services agreement for the Review of Unbilled

or Misbilled Utility Services to the City of Midland Services through the 791 Coop contract #791202409008. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

Therefore, please consider a resolution awarding the execution of a services agreement with ISI Water Company, Inc dba Water Company of America for the Review of Unbilled or Misbilled Utility Services to the City of Midland through the 791 Purchasing Cooperative contract # 791202409008.

Morris Williams Jr.

City Manager's Office

To: Erika Martinez
From: Carl Craigo, PE
Date: 6/17/25

Subject: Council Agenda Request – Resolution awarding the execution of a services agreement with ISI Water Company

I am requesting resolution awarding the execution of a services agreement with ISI Water Company, Inc dba Water Company of America for the Review of Unbilled or Misbilled Utility Services to the City of Midland through the 791 Purchasing Cooperative contract # 791202409008.

Summary of Request:

Staff recommends awarding the execution of a services agreement for the Review of Unbilled or Misbilled Utility Services to the City of Midland Services through the 791 Coop contract #791202409008. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

Therefore, please consider a resolution awarding the execution of a services agreement with ISI Water Company, Inc dba Water Company of America for the Review of Unbilled or Misbilled Utility Services to the City of Midland through the 791 Purchasing Cooperative contract # 791202409008.

RESOLUTION NO. _____

RESOLUTION APPROVING A SERVICE CONTRACT WITH ISI WATER COMPANY, INC., D/B/A WATER COMPANY OF AMERICA THROUGH THE 791 PURCHASING COOPERATIVE FOR THE COLLECTION OF REVENUE ASSOCIATED WITH UNBILLED AND MISBILLED UTILITY SERVICES

WHEREAS, the 791 Purchasing Cooperative is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, ISI Water Company, Inc., d/b/a Water Company of America has submitted a proposal to the City for the collection of revenue associated with unbilled and misbilled utility services through the 791 Purchasing Cooperative; and

WHEREAS, the City Council finds the proposal submitted by Water Company of America through the 791 Purchasing Cooperative for the collection of revenue associated with unbilled and misbilled utility services to be fair and reasonable; and

WHEREAS, the City Council finds Water Company of America's fee, equal to fifty percent (50%) of all increased revenue, to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Water Company of America for the collection of revenue associated with unbilled and misbilled utility services through the 791 Purchasing Cooperative;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a service contract with Water Company of America for the collection of revenue associated with unbilled and misbilled utility services through the 791 Purchasing Cooperative. Said service contract being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to appropriate funds and pay ISI Water Company, Inc., d/b/a Water Company of America in

accordance with the provisions of the above-referenced service contract from funds collected by ISI Water Company, Inc., d/b/a Water Company of America pursuant to the terms of said service contract.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

CITY OF MIDLAND
SERVICE CONTRACT
#

THIS CONTRACT, effective this 25th day of June 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and ISI Water Company, Inc dba Water Company of America, hereinafter referred to as the "COMPANY".

Projected Cost: Fifty (50%) percent of all increase revenue for a forty-eight (48) month term.

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work set forth in COMPANY's Proposal For Services, which is attached hereto as Exhibit A and incorporated herein for all purposes. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in Exhibit A, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY shall commence the work in accordance with Section 2 of the Proposal For Services.

3. CITY agrees to pay COMPANY in accordance with the provisions contained in the Proposal For Services for the term stated therein.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. <u>INDEMNITY:</u> COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY

Exhibit A

SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER

WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. default of COMPANY in performance of this Contract.

Unless terminated sooner as provided herein, the term of this Contract shall be for the period indicated in Article 6.01 of the Terms and Conditions contained in the Proposal For Services attached hereto as Exhibit A.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in Exhibit A.

9. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:	City of Midland, Texas
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	ISI Water Company, Inc dba Water Company of America
	5215 Fidelity St
	Houston, Texas 77029

The above addresses may be changed at any time by providing written notice to the other party.

13. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other

action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

17. **PROMPT PAY ACT** – CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

18. RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL

PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

20. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

22. **ASSIGNMENTS:** COMPANY shall not, either directly or indirectly assign all or any part of this Contract or any interest, right, or privilege herein, without the prior consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **THIRD-PARTY BENEFICIARY:** CITY's approval of this Contract does not create a third-party beneficiary. There is no third-party beneficiary to this Contract. No person or entity who is not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

25. **CLEAN UP:** COMPANY shall promptly remove from CITY's premises all materials condemned

by CITY's Representative on account of failure to conform to the Contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the Contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

26. **WARRANTY:** Neither the final payment nor any provision in this Contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

27. **CONIDERATION:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **TERMINATION AT WILL:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

29. **INSURANCE**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage

Worker's Compensation: Statutory limits

Employers' Liability: $500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of CITY of Midland and policies that name CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

Notwithstanding any contrary provision contained herein, the City Manager or his designee may revise or waive the insurance requirements contained herein; provided, however, that the City Manager or his designee may not require COMPANY to purchase additional insurance policies, coverages, or endorsements not referenced in this Contract. It shall be in the sole and absolute discretion of the City

Manager or his designee to revise or waive the insurance requirements contained herein.

30. **COMPLIANCE:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

31. To the extent that Sections 2271.002, 2274.002 and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

33. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached

hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

35. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of ISI Water Company, Inc dba Water Company of America, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2025.

_____

Notary Public, State of _____

May 20, 2025

Dr. Steven Sierra Alcabes
City of Midland
300 N. Loraine
Midland, TX 79701
ssierraalcabes@midlandtexas.gov

Re: 791 Purchasing Cooperative Contract #791202409008 – Utility Billing and Metering Consulting

ISI Water Company (referred to herein as Water Company of America "WCA") is pleased to submit this Proposal for Services entitled "Review of Unbilled or Misbilled Utility Services" to the City of Midland utilizing the 791 Purchasing Cooperative Contract #791202409008.

As outlined in this proposal, and as with all previous contracts undertaken, WCA's program of revenue enhancement is offered on a performance fee basis. WCA will bear all of its study costs. WCA will be entitled solely to a share of increased collected revenues generated by this program.

Water Company of America has a proven program for revenue recovery. We most sincerely appreciate the opportunity to provide assistance to the City in this project. The contact information for WCA related to this proposal is as follows:

Shane Sangalli, Region Manager, ISI Water Company
5215 Fidelity St. Houston TX 77029
(501) 414-1885, shane.s@watercompanyofamerica.com

Attached:
Section 1 – Program Overview (page 2)
Section 2 – Scope of Services (page 3)
Section 3 – Cost of Services (page 7)
Section 4 – Contract for Services (page 9)

This proposal is valid for a minimum period of 120 days subsequent to the submittal date of May 20, 2025. Thank you for your consideration of our proposal for "Review of Unbilled or Misbilled Utility Services."

Respectfully submitted,

Shane Sangalli
Regional Director

Section 1 – Program Overview

Water Company of America is registered to do business in the State of Texas and is pleased to submit this Proposal for Services to the City of Midland entitled *"Review of Unbilled or Misbilled Utility Services".*

WCA is uniquely qualified to perform the work outlined in the proposal. The study proposed is similar to previous and current projects performed by WCA for Municipal Utility Departments nationwide. Since initiating the first ever project of this nature in 1989, we have gained substantial experience from a diverse group of very successful contract opportunities. While teaming with utilities as large as 374,000 accounts and as small as 1,600, WCA has increased the billings and collections to our clients by substantial amounts.

WCA will perform the service with trained management and field personnel with the requisite experience to accomplish the goals of the project. These employees are familiar with field procedures; appreciate the need for a clear understanding of applicable Utility billing policies, Ordinances, Rules and Regulations; comprehend variations in water distribution and sewer collection systems, and thus are capable of rapid mobilization for the Utility. Staffing needs for this project will be met in the following three manners:

1. Bringing experienced personnel from other locations
2. Recruiting, hiring and training from the local area
3. Utilizing sub-contractors and engineers experienced with Water Loss Audit Processes

By approaching the issue of staffing in this manner, WCA can effectively perform the Scope of Project in a timely and effective manner.

The WCA program utilizes technical work methods conducted in an efficient manner and designed to optimize revenue impact without disruption to normal operating procedures of the Utility. All WCA field operations will be conducted in a manner consistent with requirements imposed by the Utility on its own personnel. Some of the basic WCA rules of staff operational conduct are listed below.

- WCA will conduct all operations to comply with applicable Utility procedures.
- WCA employees will adhere to all safety requirements of the Utility and WCA.
- WCA will insure that property conditions affected by field research activity will be returned to original or better than original condition.
- WCA vehicles will be clean and clearly marked with the Company Logo.
- WCA employees will be uniformed.
- WCA employees will display picture identification badges affixed to the employee's uniform.
- WCA employees will at all times maintain a neat and clean appearance that represents the professionalism of the Utility and WCA.
- WCA employees will exhibit a courteous and polite manner when dealing with any customer of the Utility.

Section 2 – Scope of Services

2.01 - System Concept and Solution

The Study work shall consist of 3 general tasks and 13 specific steps that involve actions and decision points of the utility and of WCA. The steps are shown below in written form to explain the detail of each, and a flow chart diagram is included to illustrate the process.

A "start work" meeting shall be conducted with key members of each affected Department. Objectives are spelled out, an overview of the *method of approach* is discussed, and a clear chain of command and reporting is determined. Guidelines for subsequent updates can be established as well. An operational methodology based on good clear communication facilitates maximum production for the City.

TASK I – IDENTIFY AND ANALYZE

Step 1: **Account Data Information Gathering and Review**
Account data is accessed in two ways, first, a download of raw unjoined data run at a consistent point in time each month and second, an electronic link for review of real time data. All necessary data queries and reports are created and run by WCA personnel on WCA computers with no City staff time requirement.

Step 2: **Account Information Analysis Criteria**
WCA analyzes the reliability of the account data as it relates to billing, identifying those key fields that could negatively impact billing if entered incorrectly. WCA will review customer accounts for instances of no bills, underbilling and over billing on an individual basis to identify increase revenue opportunities. The accuracy of CIS data pertinent to billing is critical to the success of the project. The Utility's historical data is essential to Step 2 and is the basis upon which the remaining steps are predicated.

Step 3: **Internal Property Selection Report**
WCA produces a Property Report of suspect locations from the data analysis process described in Step 2. This "first cut" report provides a list of accounts ear-marked for further research. Each account record is scrutinized for additional facts that can validate account problems as probable.

Step 4: **Field Work Selection Report**
WCA prepares a Field Work Selection Report that identifies the individual accounts and in some cases areas to be researched in the field. WCA submits the report to the Utility for review and approval. This step informs the Utility of WCA's intended field operations, and the location of its personnel within the system.

Step 5: **Field Work Order Issued**
After the Project Manager approves the Field Work Selection Report, WCA issues a Field Work Order to its field personnel. This document will be completed on site and is used to confirm all current property data. All causes of revenue loss will be explored including: meter inaccuracy, service theft, unmetered fire lines, wastewater service problems, coding problems, billing accuracy, and unlisted connections or meters.

Step 6: **Field Research & Account Documentation**
Field personnel conduct site visits to research the property for all information required on the Field Work Order.

Step 7: ***DECISION POINT:*** **Potential Revenue Enhancement**
Once field account analysis and field work are complete, WCA selects specific accounts with the potential for revenue enhancement for submission to the City. Accounts not selected will be filed systematically for future reference.

TASK II – QUANTIFYING REVENUE ENHANCEMENT

Step 8: **Formal Work Order submission**
WCA will submit to the Utility a Formal Work Order on an account-by-account basis with complete documentation where additional revenue recovery is possible. This report provides complete and accurate documentation for use by the City to update and correct customer records. The document is a report produced by the WCA software, written specifically for CITY. Included in this standard document is the projection of incremental revenue increase. *This projection is essential to the utility, in that accurate projections must be in hand before decisions can be made as to the relative importance of problem correction and as to the cost effectiveness of the remedy.* This projection is supported by precise calculations that are based on the property analysis and the analysis of the meter or meters in question. All problems noted in the system are mapped by address in the mapping software to determine the frequency and location of problems in the system.

Step 9: ***DECISION POINT:***
The City will review the Formal Work Order and approve WCA's recommended changes. The City retains the ultimate unilateral right to approve each Formal Work Order submitted. Any Formal Work Order not initially approved will be returned to WCA for additional work and resubmission, and/or filed for future reference.

TASK III – COORDINATING THE IMPLEMENTATION AND EXECUTION OF CORRECTIVE ACTION

Step 10: **Corrective Action**

Following Formal Work Order approval, the necessary changes will be made to the account. These changes fall into two broad categories; changes in billing and changes to the physical service. WCA will assist the utility by coordinating the necessary activities and/or procedures between the various disciplines by acting as liaison to resolve issues that might otherwise stalemate the remedy. Examples of this assistance: generating interdepartmental correspondence, preparing letters for City signature that notify customers, as well as the assimilation of signed hardcopy for archive purposes.

Step 11: **Identified New Revenue on Accounts**

Once the change to the account is complete, the Utility will identify (flag) the account in the Utility Billing Database as one to which WCA is eligible for participation in a share of increase revenue.

Step 12*:* **Reports and Proposed Revenue Sharing Plan**

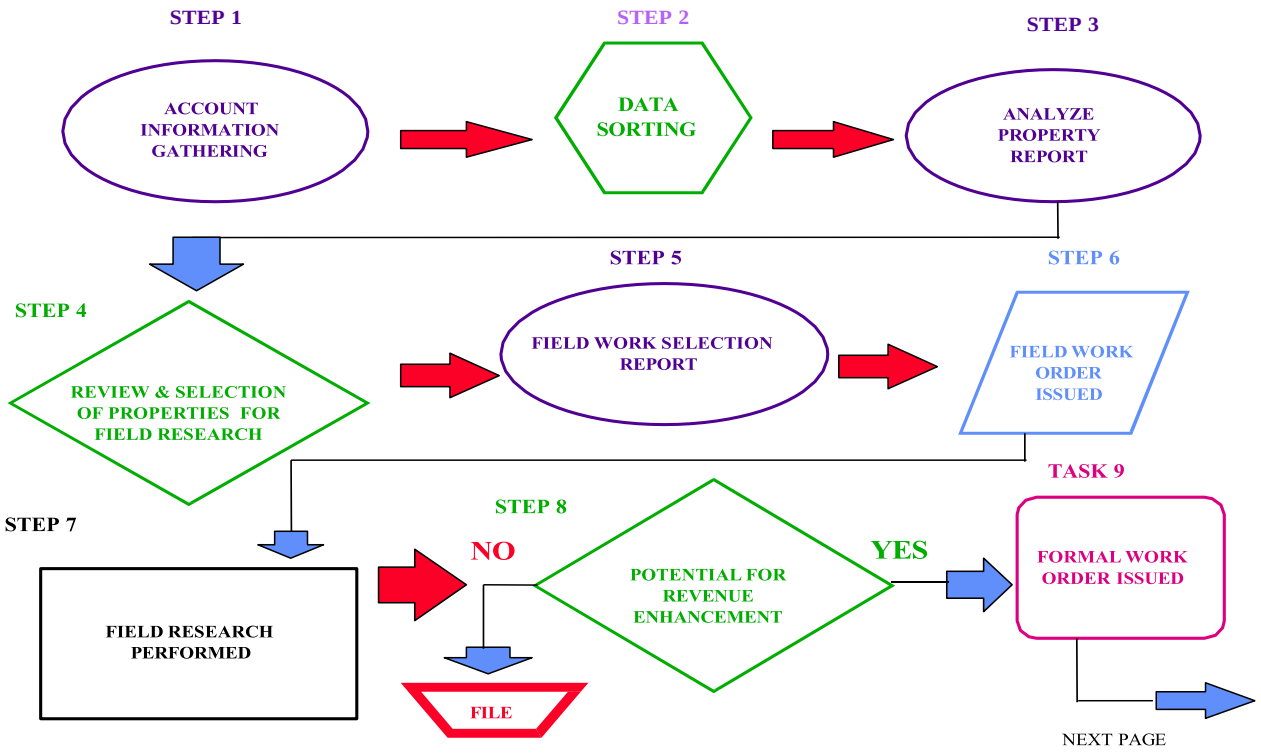
WCA compiles and delivers a monthly report (Detailed Revenue Report) to the City that details the collected revenue for the period and calculates WCA compensation. This amount is based on actual account collection. The collection activity is monitored from the same monthly download of account data identified in Step 1. The revenue report is generated on an account-by-account basis, for review and approval by the Department.

In addition, WCA will prepare a Status Report, on a frequency determined by the City. This custom report details those specific pieces of information meaningful to the City related to the documentation of revenue findings. This report is not “canned” but is tailored to the needs and desires of the City.

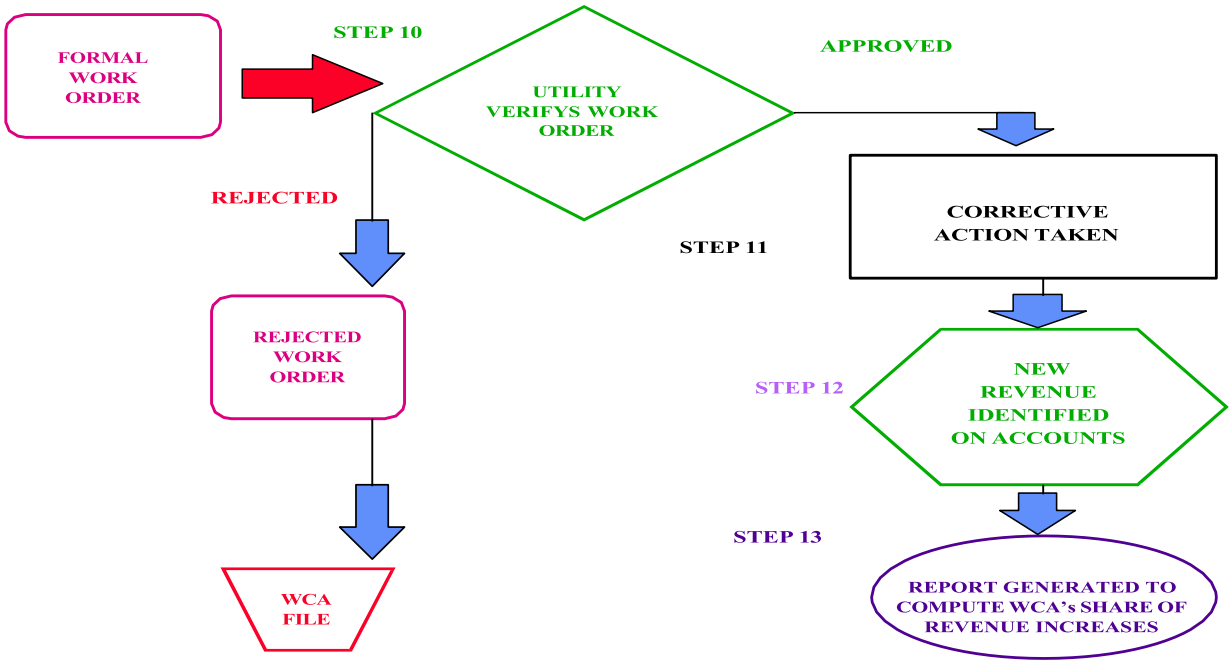
WCA will prepare a Final Report on the specific results of the project including an assessment of existing billing and metering practices and an estimate of annual recovery by area of deficiency.

The above 12 tasks are illustrated in the flow diagram charts on the following two pages:

PROGRAM TASK PROCESS - RESPONSIBILITIES OF WCA



PROGRAM TASK PROCESS - RESPONSIBILITIES OF THE UTILITY



Analysis of cost apportionment to a client City

Data access through read only link and the data download process (described in Section 4, Task I. Step 1.) is a function of the City - over which WCA has no control. Because this period of time is impossible to forecast, it is not included in the Contract Term.

"Notice to Proceed" is defined as the written notification by the City to WCA to initiate Work. This notification is issued upon the successful receipt and conversion of Account data from the City by WCA. The date of the Notice to Proceed shall mark the initiation of the Contract Term.

Contract Term - It is anticipated that the period of time necessary for the "Work", (described in Section 4, Task I. Steps 2-8 and Task II.) for this project is three years. In addition, renewal option should be included. Because every Contract undertaken by WCA in years past has proven to be unique – in terms of results and the amount of time necessary to produce those results - adequate opportunity for the City to achieve maximum benefit must be allowed.

Insofar as the day to day and week to week schedule is concerned, WCA will gear the frequency of reports, updates and submittals of Work Orders according to the limitations, requests and requirements of the City.

Section 3 - Proposed Cost of Services

2.01 – Review of Unbilled or Misbilled Services

For any work performed by WCA which results in increased revenue for the City of Midland in accordance with the provisions of the proposal, WCA shall be paid **fifty (50%) percent** of all increase revenue for a term of **forty-eight (48)** months thereafter.

For the purpose of this proposal, increased revenue shall mean the difference between the amount of monthly income received by the City on an account, subsequent to and prior to corrective action being taken on all unbilled or misbilled water and wastewater services provided by the City, including retroactive collections made as a result of work by WCA.

2.02 – Ancillary Services

In addition to our Review of Unbilled or Misbilled Utility Services, WCA can provide additional services through our contract with 791 Purchasing Cooperative for an **additional fee:**

Water Loss Audits and Validation
TWDB Certified Water Loss Auditors

Cost Benefit Analysis
Financial Analysis, Return on Investment (ROI)

Example: the City is a wholesale customer of or a member agency of a Wastewater Treatment Authority serving multiple Cities.

Analysis of cost apportionment to a client City
Property water audits
When Customer Service Departments are hit with customer high bill complaints to elected officials, one solution is to use WCA for an arm's length third party field audit.

1. explain account data – customer sensitive
2. correlate last billed read to the current read
3. explain the rate, Ordinance and the reason for it (especially conservation rate)
4. inspect the meter leak indicator
5. identify water uses, especially irrigation
6. equate consumption to dollars, especially as regards irrigation
7. provide report documenting all activities

Water Pressure Logging
Example: turnkey work (hardware, install, read, report) for an engineering firm in Central FL engaged in a long-range planning process for a municipality.

Saturate a service area to account for all connections
Example: The City must respond to a State DOT notification that a road will be widened, covering a sewer main. The City wants to ensure that every property parcel has a sewer tap of record. WCA will research County property appraiser records to identify all parcels, overlay with connection records, perform visual field confirmation where feasible and report to the City. Performed for Orange County, FL on SR50

Water and/or sewer flow-metering.
Example: sewer only customer of Gulfport, MS

Assessment of Current Billing and Metering Systems
Review & Analysis, Data Integrity, Compliance and Regulatory Review

Recommendations for System Improvements. Billing System Optimization, Metering Technology, Automation.

Vendor Selection Support. Vendor Evaluation, Contract Negotiation

Implementation Support and Project Management.

Customer Experience Enhancement. Customer Portals, Billing Transparency

Section 4 – Terms and Conditions

ARTICLE I

Definitions

As used in these Terms and Conditions, the following terms shall have meanings as set out below:

"Account" is defined as a particular Utility Service of the CITY (including but not limited to Water, Wastewater, Stormwater, Solid Waste). This definition includes all unauthorized taps discovered by WCA that previously had not been given an Account number by the CITY.

"Agreement" is defined as that certain Services Agreement executed between the CITY and WCA providing for the rendering of the services described in Article II of these Terms and Conditions and the City's payment therefor. The Agreement shall (i) include all written amendments executed between the CITY and WCA, and (ii) incorporate these Terms and Conditions to the extent the same do not conflict with the Agreement.

"Base Revenue" Is defined as the average of the monthly Account billings during the period of time when the Account experienced the problem and which immediately precedes the completion of the Work, for up to a twelve-month period. By way of example, and not limitation, if WCA discovers a meter which has been broken for a six-month period, resulting in consumption of zero usage during such six-month period, the Base Revenue is zero, and shall not include in the Base Revenue average the preceding six-month period during which time the meter operated properly.

"WCA Share" is defined as the fee to be paid by the CITY to WCA for performance of duties described in these Terms and Conditions, computed in accordance with Section 5.02 hereof.

"CITY" is defined as the City of Midland, Texas, and includes its successors and assigns.

"WCA" is defined ISI Water Company, a Texas corporation with its principal office in Houston, Texas, and includes its successors and assigns.

"Customer Information System" (or "CIS") is defined as the system used by the CITY to bill and to account for customer activities.

"Contract Administrator" is defined as that person designated by the Director by notice to WCA, to administer the Agreement on behalf of the CITY. This individual shall have a working knowledge of CITY protocol and operating procedures of the CITY, and shall have the authority and responsibility of administering all day-to-day aspects of the Agreement on behalf of the CITY.

"Director" is defined as the CITY's designated Utility manager who has ultimate authority and responsibility to administer the CITY's obligations under the Agreement.

"Documenting the Find" is defined as the notation by WCA on the Research report to the CITY or the approval of a submitted Formal Work Order.

"Find" is defined as the discovery by WCA of an Account condition, as the result of the Work, which causes a specific Utility Service to be improperly or inaccurately billed.

"Force Majeure" as used herein, shall include but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests, and restraints of government and people, explosions, breakage or damage to machinery or equipment and any other abilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability.

"Increased Revenue" is defined as the amount of monthly income received by the CITY on an Account, over and above the Base Revenue, including any rate increases, subsequent to corrective action being taken on that Account, including both income derived from ongoing usage, as well as retroactive billing.

"Notice to Proceed" is defined as the written notification by the CITY to WCA to initiate Work. This notification shall be issued upon the successful conversion of Account data from the CIS by WCA.

"Research Report" is defined as the reports delivered to the CITY by WCA pursuant to Section 2.01 (C) (1) hereof.

"Utility Service" is defined as the physical location of a CITY consumer, both known and unknown to the CITY, which utilizes services provided by the CITY.

"Work" is defined as all of WCA's efforts towards determining needed changes and recommending the corrective actions necessary in order for the specific Utility Service to be properly and accurately billed.

"Work Order" shall be defined to mean that certain standard document that defines relevant information about a CITY Account that WCA has evaluated and determined to be defective.

ARTICLE II

Scope of Service

2.01 - Basic Service

WCA shall provide the investigation, Work Orders, and field services necessary to maximize the billable revenue for the CITY's Utility Service.

A) Investigation and Filed Work
B) Upon receiving the Account information described in Section 3.01 (A) hereof WCA shall:
   1) Investigation each Account and determine if there is a loss of revenue to the CITY associated with that Account.
   2) Submit Work Orders with recommendation for changes in billing procedures and/or changes in physical service. This information will be provided for each Account.
C) Reports
   1) WCA shall provide to the CITY on a periodic basis and when requested in writing by the CITY a complete list of all Accounts researched on which WCA has identified potential increased revenues to the CITY. This Research Report shall be submitted for the purpose of "Documenting the Find" and WCA shall be entitled to its portion of the Increased Revenues on said Accounts (the WCA Share), if the Work Order(s) included therein are subsequently approved by the Contract Administrator.
   2) On each Account for which WCA has Documented the Find and the CITY has collected Increased Revenue, WCA shall provide a detailed report that quantifies Increased Revenue prepared from the information received from the CITY in the monthly account data download. This report typically contains at least the following information:
      a) Work Order number
      b) Account Number
      c) Cycle counter (indicates progression through the revenue sharing period)
      d) Amount of customer billing (from the download)
      e) Base Revenue
      f) Calculation of Increased Revenue
      g) Calculation of WCA Share
   3) WCA may provide the Contract Administrator a status report on a frequency agreed to by the parties. This report is to be inclusive of all Accounts that are deemed by WCA to justify action and on which a Work Order has been generated in the prior month.
D) WCA warrants that all work shall be performed in a professional and workmanlike manner meeting the standards of quality prevailing in the CITY ordinances for services of like kind. WCA further warrants that trained and skilled persons who have been previously approved by the CITY shall perform all Work.

2.02 - Services in General

WCA shall coordinate all of its activities herein described with the CITY, the Director, WCA Administrator, or their designated representative(s).

2.03 – Finds Exempted

In certain rare cases, WCA may discover a Find on an Account of which the CITY has prior knowledge and is attempting to remedy. Such a Find being remedied by the CITY is exempted from WCA Work.

These cases fall into two categories and require that WCA shall:

1) for a period of 60 calendar days from the date of the inception of a new Account problem that originates during the term of this agreement, refrain from submitting a Work Order related to that Find, and

2) for a period of 60 calendar days beginning at the Notice to Proceed date, refrain from submitting a Work Order for any specific problem on an Account that is known to the CITY and is made known to WCA, that the CITY is in the process of remedying on that Account.

It is agreed by the parties hereto that the purpose of this Section 2.03 is to define and agree to the period of time for the CITY to remedy new problems that it discovers, and/or to remedy known situations. This will minimize duplication of effort, thus keeping project resources focused on providing maximum benefit to the CITY.

ARTICLE III

CITY Duties, Data Records, Work Products, Etc.

3.01 - Certain Duties of the CITY:

A) The City shall to the extent permitted by law for each Account, promptly provide access to all relevant data and records in the possession of the CITY and provide copies of any documents in the possession or control of the City or available to the CITY which are requested by WCA and are reasonably necessary for WCA to performs its duties under the Agreement. While providing the WCA with data and records, the City, at all times, maintains ownership and control over the relevant data and records provided to WCA. CIS data shall be in two forms.
   1) The CITY will create a monthly download consisting of a .bak (backup) file of the Utility Billing System.
      a) The CITY will exercise reasonable efforts in the timely creation of download #1
      b) The download will be created monthly by the CITY on the same day of each month for the duration of the project to support both field operations and Increased Revenue calculation.
      c) The day of the month selected for download will be determined solely by the CITY.
      d) The download content and naming of tables and fields will be consistent and not vary unless first agreed to by the CITY and WCA.
      e) The CITY will transmit via SFTP or the best secure method agreed to by the CITY

and WCA.

f) In the event that the provision of data is interrupted for any period of time, the Term shall be extended by an equal period of time.

2) The CITY will establish a password protected “read only” live link to the CIS for the viewing and extracting of “real time” information by WCA. At no time will WCA be able to input a change or modification to an Account by way of this link.

B) The CITY will establish the day of the month for the bimonthly Contract meeting for Work Order status which is to be attended by the key stakeholders (Contract Administrator, Billing, Customer Service, Meter Operations).

C) The CITY shall review all Work Orders submitted by WCA under Section 2.01 (B) hereof and within ten (10) working days of the date of submittal, the CITY shall advise WCA of the disposition of the Work Order request (approved or denied).

D) The CITY shall timely implement the recommended corrective action identified in the Work Order once approved and notify WCA of this action once complete and the date of completion. Changes to account data such as billing code changes shall be accomplished within thirty calendar days. Should this not occur within the time frame specified, the CITY shall issue to WCA written notification of a fifteen-day extension. Work Orders that involve changes to physical service shall be expedited with reasonable efforts. Both parties recognize and agree that the purpose and intent of the project cannot be realized until approved changes have been implemented and accounts are fairly and accurately billed. If Account changes are not completed by the CITY within the time frames described, the CITY shall approve and pay an estimate of the WCA Share (ref 5.02 C).

E) The Contract Administrator shall assist WCA in its dealings with any CITY department.

F) The CITY shall acknowledge that WCA has Documented the Find pursuant to Section 2.01 (C) (1), by promptly entering the appropriate information related to the Account within the "CIS" System, or by whatever other method the CITY chooses. Once documented, the CITY shall not deny approval of a Work Order due to any action taken by the CITY during the approval process.

G) Matters not specifically covered by the Agreement will have procedures established by mutual agreement of WCA and the Contract Administrator.

H) At all times, the Agreement shall be upheld by both the CITY and WCA. WCA is performing a service to the CITY by increasing revenue to the CITY. The CITY has given WCA authorization to perform the defined duties of this Agreement and will not hinder, restrict, delay or compete with WCA's performance of these duties.

ARTICLE IV

Indemnification and Insurance

4.01 - Indemnification

WCA HEREBY AGREES AT ALL TIMES TO DEFEND, INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES OR COSTS ARISING FROM

CLAIMS FOR DAMAGES, OR SUITS FOR LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION OUT-OF-POCKET COSTS AND REASONABLE ATTORNEY'S FEES, WHICH ARISE AS A RESULT OF WCAS NEGLIGENCE OR FAILURE TO PROPERLY PERFORM ITS DUTIES AND OBLIGATIONS UNDER THE AGREEMENT, WHETHER SUCH CLAIMS ARE ASSERTED BEFORE OR AFTER THE TERMINATION OF THE AGREEMENT.

4.02 - Insurance

WCA shall maintain and keep in full force and effect insurance policies of the types and amounts indicated in the Agreement.

ARTICLE V

Payment

5.01 - Limitation of Funds

Any and all fees due to WCA under the Agreement shall be payable solely from the funds collected pursuant to the Agreement. WCA acknowledges and agrees that the CITY's liability for any and all payments hereunder shall be limited by this provision. No other funds are available nor will they be appropriated for the purpose of the Agreement.

5.02 - Payment for Services

A) If any Work performed by WCA to an Account results in Increased Revenues to the CITY, WCA shall be entitled to a WCA Share for such Work equal to 50% of all Increased Revenues (as defined in Article I of these Terms and Conditions) for a term of 48 months thereafter, referred to in 6.01 TERM as Phase Two. The 48-month term may be suspended in the event that the account problem persists which eliminates Increased Revenue and restarted following remedy.
B) Documentation substantiating and calculating Increased Revenue shall be reviewed and approved by the CITY within thirty calendar days of submission and thereafter processed for payment within the time frame stipulated by Statute. Interest on all amounts remaining unapproved and/or unpaid beyond the time frame stipulated by Statute shall accrue at a rate of 10% per annum until paid.
C) If all of the data necessary to compute the WCA Share is not available in time to make such payment when due, or if the condition described in 3.01 D) occurs, the CITY shall approve a good faith estimate of such Increased Revenue and compute the WCA Share accordingly. Adjustments to such WCA Share shall be made on succeeding monthly payments after actual Increased Revenues are determined.

5.03 – Early Payment Option

In the event that the CITY should desire, for any reason, to make payment of any and all fees due WCA sooner than defined in Article V, the CITY shall have the right to approve a calculation of any and all remaining fees based on a Work Order by Work Order payment average to date, multiplied by the remaining number of months, factored down by a "present value discount" using the prime interest rate in effect at the time of the early payment.

ARTICLE VI

Term and Termination

6.01 - Term
The term of the Agreement shall be initiated by the CITY upon the issuance of the Notice to Proceed. The term of the Agreement is divided in two phases. Phase one is the operations period when WCA is performing the Work and shall continue for a primary term equal to thirty-six (36) months.

At the end of the primary term of phase one, the phase one term may be renewed for successive periods of twelve (12) months, upon written agreement of both parties.

Phase two is the period of time, on a Work Order by Work Order basis, during which the WCA Share is determined (reference 5.02 A).

Therefore, the Contract Term is the total time from the date of the Notice to Proceed, through phase one, including any renewal periods, and including phase two which is the 48 month Work Order by Work Order revenue sharing period for each Find approved by the CITY.

6.02 - Termination
Either party may terminate phase one (the operations period) of the Agreement by giving thirty days' written notice to the other party of the intent to terminate. The CITY agrees that for three (3) years after termination of this Agreement, however brought about, the CITY shall, during normal business hours, provide WCA with a report used to calculate fees and payment owed. Said report shall be provided to WCA within a reasonable amount of time following the CITY's receipt of a written request submitted by WCA for said report.

6.03 - Earned Fees
The duties and obligations of the CITY to pay WCA under the terms of Article V shall continue in full force and effect as outlined therein and shall survive the completion of phase one (the operations period).

ARTICLE VII

Miscellaneous Provisions

7.01 - Independent Contractor
The relationship between WCA and the CITY shall be that of an independent contractor.

7.02 - Business Structure and Assignments
Other than by operation of law, WCA shall not delegate or assign any portion of the Agreement without the written consent of the Director, which shall not be unreasonably withheld. WCA however may assign any portion of its WCA Share under the Agreement.

Before an assignment of this sort can become effective, WCA shall furnish reasonable proof of the assignment by providing a notice to the Director containing the following information: a) the name, address and telephone number of WCA with clear reference to this Contract; b) the name, address and telephone number of assignee; and c) the identity of the fees to be assigned. If reasonable proof as described above is not provided to the Director, the CITY may continue to pay the assignor.

7.03 - Subcontractors
WCA may subcontract any part of its performance under the Agreement with the approval of the Director or Contract Administrator. Any subcontractor shall be treated under the Agreement as if they were employees of WCA, except in regard to fees.

7.04 - Parties in Interest
The Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the CITY and WCA only.

7.05 - Non-waiver
Failure of either party hereto to insist on the strict performance of any provision of the Agreement or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on or to enforce by any appropriate remedy strict compliance with any other obligation under the Agreement or to exercise any right or remedy occurring as a result of any future default or failure of performance.

7.06 - Applicable Laws
The Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to the Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits, or any other action arising from or connected in any way to the Agreement or the performance of the Agreement shall be in Midland County, Texas.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the Agreement or at such other address as the receiving party may have therefore prescribed by notice to the sending party.

7.07 - Equal Employment Opportunity
WCA will comply with all laws, ordinances and policies set by the CITY in reference to Equal Employment Opportunities.

7.08 - Force Majeure

In the event either party is rendered unable, wholly or in part, by Force Majeure to perform under the Agreement, it is agreed that, upon such party's giving notice specifying such Force Majeure in writing or by telefax to the other party as soon as possible after the occurrence of the Force Majeure, the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to cure the Force Majeure and resume performance at the earliest practicable time, shall be suspended during the continuance of the Force Majeure, but for no longer extended by the period of time during which either party was unable to perform its obligations hereunder as a result of the occurrence of a Force Majeure.

7.10 - Approvals; Authority

An approval by the Director, or by any other instrumentality of the CITY, of any part of WCA's performance shall not be construed to waive compliance with the Agreement or to establish a standard of performance other than required by the Agreement. No party is authorized to vary the terms of the Agreement.

7.11 - Remedies Cumulative

The rights and remedies contained in the Agreement, unless specifically indicated otherwise, shall not be exclusive but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law, or in equity; provided however, that none of the parties shall terminate the Agreement except in accordance with the provisions contained therein.

7.12 - Representations

A) WCA represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the service required to be performed under the Agreement. WCA represents that it has experience in performing all of the services to be performed under the Agreement and these services shall be of the highest professional quality.
B) The CITY represents that it is a duly authorized and empowered to enter into the Agreement and to carry out its obligations thereunder.

7.13 - Captions

The captions in these Terms and Conditions and in the Agreement are guides and labels to assist in location and reading the same. Caption will be given no effect in construing these Terms and Conditions and the Agreement and shall not be restrictive of or be used to interpret the subject matter of any article, section or part of the Agreement.

7.14 - Personnel of WCA

WCA shall replace any personnel assigned to provide services under the Agreement, which are deemed unsuitable by the Director or Contract Administrator.

7.15 - Entire Agreement

The Agreement, inclusive of these Terms and Conditions contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the

agreement between the parties.

7.16 - Amendment
The Agreement may be modified or amended by written agreement signed by all parties hereto.

CITY OF MIDLAND
SERVICE CONTRACT
#

THIS CONTRACT, effective this 25th day of June 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and ISI Water Company, Inc dba Water Company of America, hereinafter referred to as the "COMPANY".

Projected Cost: Fifty (50%) percent of all increase revenue for a forty-eight (48) month term.

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work set forth in COMPANY's Proposal For Services, which is attached hereto as Exhibit A and incorporated herein for all purposes. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in Exhibit A, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY shall commence the work in accordance with Section 2 of the Proposal For Services.

3. CITY agrees to pay COMPANY in accordance with the provisions contained in the Proposal For Services for the term stated therein.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. <u>INDEMNITY:</u> COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY

SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER

WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. default of COMPANY in performance of this Contract.

Unless terminated sooner as provided herein, the term of this Contract shall be for the period indicated in Article 6.01 of the Terms and Conditions contained in the Proposal For Services attached hereto as Exhibit A.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in Exhibit A.

9. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:	City of Midland, Texas
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	ISI Water Company, Inc dba Water Company of America
	5215 Fidelity St
	Houston, Texas 77029

The above addresses may be changed at any time by providing written notice to the other party.

13. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other

action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

17. **PROMPT PAY ACT** – CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

18. RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL

PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

20. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

22. **ASSIGNMENTS:** COMPANY shall not, either directly or indirectly assign all or any part of this Contract or any interest, right, or privilege herein, without the prior consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **THIRD-PARTY BENEFICIARY:** CITY's approval of this Contract does not create a third-party beneficiary. There is no third-party beneficiary to this Contract. No person or entity who is not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

25. **CLEAN UP:** COMPANY shall promptly remove from CITY's premises all materials condemned

by CITY's Representative on account of failure to conform to the Contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the Contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

26. **WARRANTY:** Neither the final payment nor any provision in this Contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

27. **CONIDERATION:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **TERMINATION AT WILL:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

29. **INSURANCE**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage

Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of CITY of Midland and policies that name CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

Notwithstanding any contrary provision contained herein, the City Manager or his designee may revise or waive the insurance requirements contained herein; provided, however, that the City Manager or his designee may not require COMPANY to purchase additional insurance policies, coverages, or endorsements not referenced in this Contract. It shall be in the sole and absolute discretion of the City

Manager or his designee to revise or waive the insurance requirements contained herein.

30. **COMPLIANCE:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

31. To the extent that Sections 2271.002, 2274.002 and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

33. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached

hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

35. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of ISI Water Company, Inc dba Water Company of America, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2025.

_____
Notary Public, State of _____

May 20, 2025

Dr. Steven Sierra Alcabes
City of Midland
300 N. Loraine
Midland, TX 79701
ssierraalcabes@midlandtexas.gov

Re: 791 Purchasing Cooperative Contract #791202409008 – Utility Billing and Metering Consulting

ISI Water Company (referred to herein as Water Company of America "WCA") is pleased to submit this Proposal for Services entitled "Review of Unbilled or Misbilled Utility Services" to the City of Midland utilizing the 791 Purchasing Cooperative Contract #791202409008.

As outlined in this proposal, and as with all previous contracts undertaken, WCA's program of revenue enhancement is offered on a performance fee basis. WCA will bear all of its study costs. WCA will be entitled solely to a share of increased collected revenues generated by this program.

Water Company of America has a proven program for revenue recovery. We most sincerely appreciate the opportunity to provide assistance to the City in this project. The contact information for WCA related to this proposal is as follows:

Shane Sangalli, Region Manager, ISI Water Company
5215 Fidelity St. Houston TX 77029
(501) 414-1885, shane.s@watercompanyofamerica.com

Attached:
Section 1 – Program Overview (page 2)
Section 2 – Scope of Services (page 3)
Section 3 – Cost of Services (page 7)
Section 4 – Contract for Services (page 9)

This proposal is valid for a minimum period of 120 days subsequent to the submittal date of May 20, 2025. Thank you for your consideration of our proposal for "Review of Unbilled or Misbilled Utility Services."

Respectfully submitted,

Shane Sangalli
Regional Director

Section 1 – Program Overview

Water Company of America is registered to do business in the State of Texas and is pleased to submit this Proposal for Services to the City of Midland entitled *"Review of Unbilled or Misbilled Utility Services".*

WCA is uniquely qualified to perform the work outlined in the proposal. The study proposed is similar to previous and current projects performed by WCA for Municipal Utility Departments nationwide. Since initiating the first ever project of this nature in 1989, we have gained substantial experience from a diverse group of very successful contract opportunities. While teaming with utilities as large as 374,000 accounts and as small as 1,600, WCA has increased the billings and collections to our clients by substantial amounts.

WCA will perform the service with trained management and field personnel with the requisite experience to accomplish the goals of the project. These employees are familiar with field procedures; appreciate the need for a clear understanding of applicable Utility billing policies, Ordinances, Rules and Regulations; comprehend variations in water distribution and sewer collection systems, and thus are capable of rapid mobilization for the Utility. Staffing needs for this project will be met in the following three manners:

1. Bringing experienced personnel from other locations
2. Recruiting, hiring and training from the local area
3. Utilizing sub-contractors and engineers experienced with Water Loss Audit Processes

By approaching the issue of staffing in this manner, WCA can effectively perform the Scope of Project in a timely and effective manner.

The WCA program utilizes technical work methods conducted in an efficient manner and designed to optimize revenue impact without disruption to normal operating procedures of the Utility. All WCA field operations will be conducted in a manner consistent with requirements imposed by the Utility on its own personnel. Some of the basic WCA rules of staff operational conduct are listed below.

- WCA will conduct all operations to comply with applicable Utility procedures.
- WCA employees will adhere to all safety requirements of the Utility and WCA.
- WCA will insure that property conditions affected by field research activity will be returned to original or better than original condition.
- WCA vehicles will be clean and clearly marked with the Company Logo.
- WCA employees will be uniformed.
- WCA employees will display picture identification badges affixed to the employee's uniform.
- WCA employees will at all times maintain a neat and clean appearance that represents the professionalism of the Utility and WCA.
- WCA employees will exhibit a courteous and polite manner when dealing with any customer of the Utility.

Section 2 – Scope of Services

2.01 - System Concept and Solution

The Study work shall consist of 3 general tasks and 13 specific steps that involve actions and decision points of the utility and of WCA. The steps are shown below in written form to explain the detail of each, and a flow chart diagram is included to illustrate the process.

A "start work" meeting shall be conducted with key members of each affected Department. Objectives are spelled out, an overview of the *method of approach* is discussed, and a clear chain of command and reporting is determined. Guidelines for subsequent updates can be established as well. An operational methodology based on good clear communication facilitates maximum production for the City.

TASK I – IDENTIFY AND ANALYZE

Step 1: **Account Data Information Gathering and Review**
Account data is accessed in two ways, first, a download of raw unjoined data run at a consistent point in time each month and second, an electronic link for review of real time data. All necessary data queries and reports are created and run by WCA personnel on WCA computers with no City staff time requirement.

Step 2: **Account Information Analysis Criteria**
WCA analyzes the reliability of the account data as it relates to billing, identifying those key fields that could negatively impact billing if entered incorrectly. WCA will review customer accounts for instances of no bills, underbilling and over billing on an individual basis to identify increase revenue opportunities. The accuracy of CIS data pertinent to billing is critical to the success of the project. The Utility's historical data is essential to Step 2 and is the basis upon which the remaining steps are predicated.

Step 3: **Internal Property Selection Report**
WCA produces a Property Report of suspect locations from the data analysis process described in Step 2. This "first cut" report provides a list of accounts ear-marked for further research. Each account record is scrutinized for additional facts that can validate account problems as probable.

Step 4: **Field Work Selection Report**
WCA prepares a Field Work Selection Report that identifies the individual accounts and in some cases areas to be researched in the field. WCA submits the report to the Utility for review and approval. This step informs the Utility of WCA's intended field operations, and the location of its personnel within the system.

Step 5: **Field Work Order Issued**
After the Project Manager approves the Field Work Selection Report, WCA issues a Field Work Order to its field personnel. This document will be completed on site and is used to confirm all current property data. All causes of revenue loss will be explored including: meter inaccuracy, service theft, unmetered fire lines, wastewater service problems, coding problems, billing accuracy, and unlisted connections or meters.

Step 6: **Field Research & Account Documentation**
Field personnel conduct site visits to research the property for all information required on the Field Work Order.

Step 7: ***DECISION POINT:*** **Potential Revenue Enhancement**
Once field account analysis and field work are complete, WCA selects specific accounts with the potential for revenue enhancement for submission to the City. Accounts not selected will be filed systematically for future reference.

TASK II – QUANTIFYING REVENUE ENHANCEMENT

Step 8: **Formal Work Order submission**
WCA will submit to the Utility a Formal Work Order on an account-by-account basis with complete documentation where additional revenue recovery is possible. This report provides complete and accurate documentation for use by the City to update and correct customer records. The document is a report produced by the WCA software, written specifically for CITY. Included in this standard document is the projection of incremental revenue increase. *This projection is essential to the utility, in that accurate projections must be in hand before decisions can be made as to the relative importance of problem correction and as to the cost effectiveness of the remedy.* This projection is supported by precise calculations that are based on the property analysis and the analysis of the meter or meters in question. All problems noted in the system are mapped by address in the mapping software to determine the frequency and location of problems in the system.

Step 9: ***DECISION POINT:***
The City will review the Formal Work Order and approve WCA's recommended changes. The City retains the ultimate unilateral right to approve each Formal Work Order submitted. Any Formal Work Order not initially approved will be returned to WCA for additional work and resubmission, and/or filed for future reference.

TASK III – COORDINATING THE IMPLEMENTATION AND EXECUTION OF CORRECTIVE ACTION

Step 10: **Corrective Action**

Following Formal Work Order approval, the necessary changes will be made to the account. These changes fall into two broad categories; changes in billing and changes to the physical service. WCA will assist the utility by coordinating the necessary activities and/or procedures between the various disciplines by acting as liaison to resolve issues that might otherwise stalemate the remedy. Examples of this assistance: generating interdepartmental correspondence, preparing letters for City signature that notify customers, as well as the assimilation of signed hardcopy for archive purposes.

Step 11: **Identified New Revenue on Accounts**

Once the change to the account is complete, the Utility will identify (flag) the account in the Utility Billing Database as one to which WCA is eligible for participation in a share of increase revenue.

Step 12*:* **Reports and Proposed Revenue Sharing Plan**

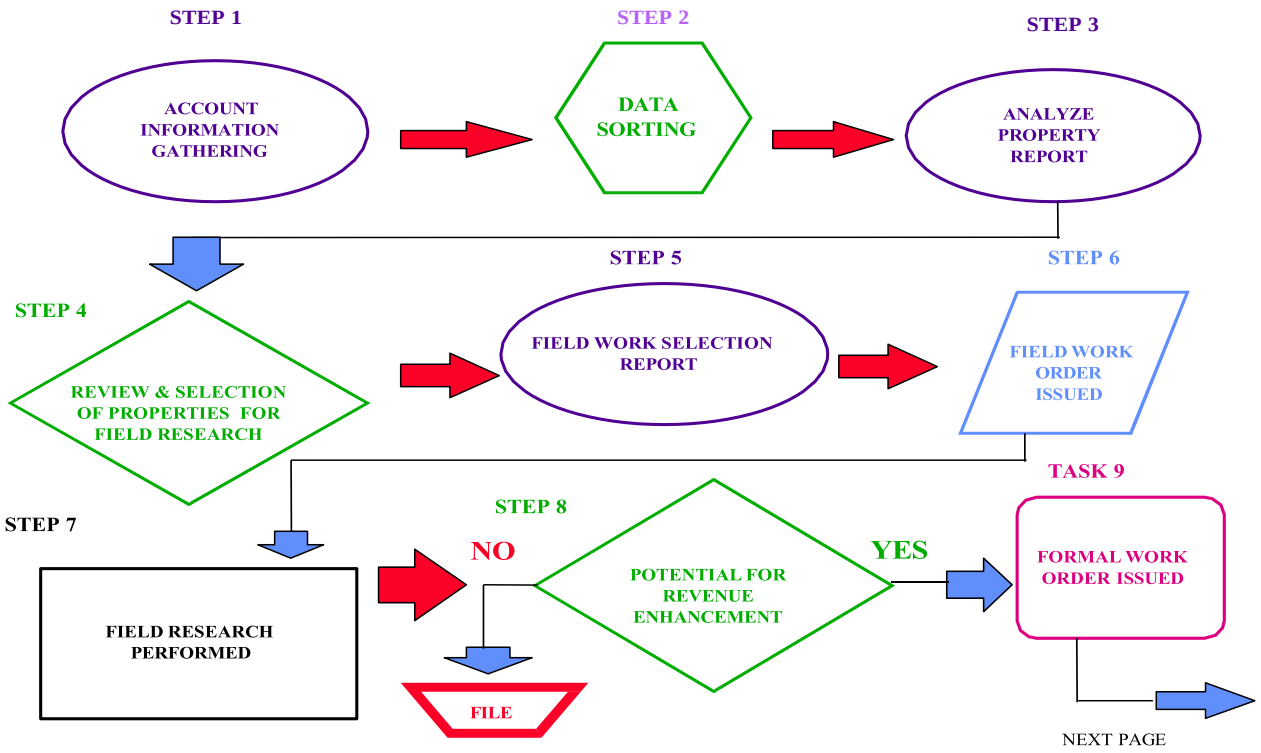
WCA compiles and delivers a monthly report (Detailed Revenue Report) to the City that details the collected revenue for the period and calculates WCA compensation. This amount is based on actual account collection. The collection activity is monitored from the same monthly download of account data identified in Step 1. The revenue report is generated on an account-by-account basis, for review and approval by the Department.

In addition, WCA will prepare a Status Report, on a frequency determined by the City. This custom report details those specific pieces of information meaningful to the City related to the documentation of revenue findings. This report is not “canned” but is tailored to the needs and desires of the City.

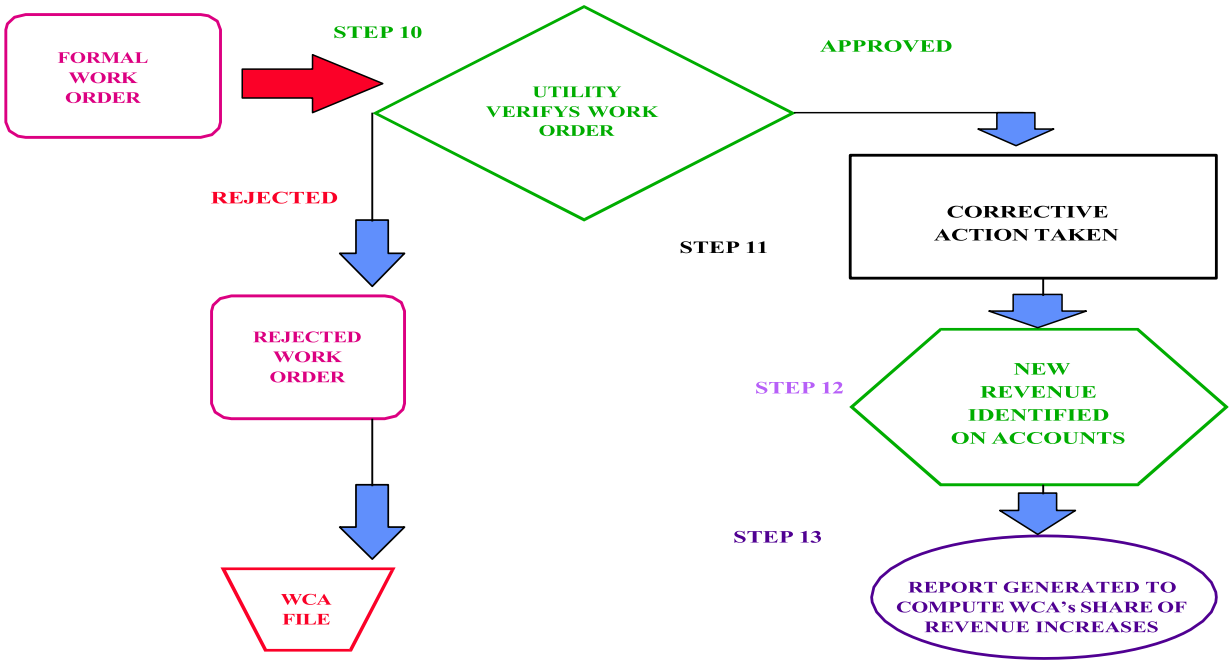
WCA will prepare a Final Report on the specific results of the project including an assessment of existing billing and metering practices and an estimate of annual recovery by area of deficiency.

The above 12 tasks are illustrated in the flow diagram charts on the following two pages:

PROGRAM TASK PROCESS - RESPONSIBILITIES OF WCA



PROGRAM TASK PROCESS - RESPONSIBILITIES OF THE UTILITY



Analysis of cost apportionment to a client City

Data access through read only link and the data download process (described in Section 4, Task I. Step 1.) is a function of the City - over which WCA has no control. Because this period of time is impossible to forecast, it is not included in the Contract Term.

"Notice to Proceed" is defined as the written notification by the City to WCA to initiate Work. This notification is issued upon the successful receipt and conversion of Account data from the City by WCA. The date of the Notice to Proceed shall mark the initiation of the Contract Term.

Contract Term - It is anticipated that the period of time necessary for the "Work", (described in Section 4, Task I. Steps 2-8 and Task II.) for this project is three years. In addition, renewal option should be included. Because every Contract undertaken by WCA in years past has proven to be unique – in terms of results and the amount of time necessary to produce those results - adequate opportunity for the City to achieve maximum benefit must be allowed.

Insofar as the day to day and week to week schedule is concerned, WCA will gear the frequency of reports, updates and submittals of Work Orders according to the limitations, requests and requirements of the City.

Section 3 - Proposed Cost of Services

2.01 – Review of Unbilled or Misbilled Services

For any work performed by WCA which results in increased revenue for the City of Midland in accordance with the provisions of the proposal, WCA shall be paid **fifty (50%) percent** of all increase revenue for a term of **forty-eight (48)** months thereafter.

For the purpose of this proposal, increased revenue shall mean the difference between the amount of monthly income received by the City on an account, subsequent to and prior to corrective action being taken on all unbilled or misbilled water and wastewater services provided by the City, including retroactive collections made as a result of work by WCA.

2.02 – Ancillary Services

In addition to our Review of Unbilled or Misbilled Utility Services, WCA can provide additional services through our contract with 791 Purchasing Cooperative for an **additional fee:**

Water Loss Audits and Validation
TWDB Certified Water Loss Auditors

Cost Benefit Analysis
Financial Analysis, Return on Investment (ROI)

Example: the City is a wholesale customer of or a member agency of a Wastewater Treatment Authority serving multiple Cities.

Analysis of cost apportionment to a client City
Property water audits
When Customer Service Departments are hit with customer high bill complaints to elected officials, one solution is to use WCA for an arm's length third party field audit.

1. explain account data – customer sensitive
2. correlate last billed read to the current read
3. explain the rate, Ordinance and the reason for it (especially conservation rate)
4. inspect the meter leak indicator
5. identify water uses, especially irrigation
6. equate consumption to dollars, especially as regards irrigation
7. provide report documenting all activities

Water Pressure Logging
Example: turnkey work (hardware, install, read, report) for an engineering firm in Central FL engaged in a long-range planning process for a municipality.

Saturate a service area to account for all connections
Example: The City must respond to a State DOT notification that a road will be widened, covering a sewer main. The City wants to ensure that every property parcel has a sewer tap of record. WCA will research County property appraiser records to identify all parcels, overlay with connection records, perform visual field confirmation where feasible and report to the City. Performed for Orange County, FL on SR50

Water and/or sewer flow-metering.
Example: sewer only customer of Gulfport, MS

Assessment of Current Billing and Metering Systems
Review & Analysis, Data Integrity, Compliance and Regulatory Review

Recommendations for System Improvements. Billing System Optimization, Metering Technology, Automation.

Vendor Selection Support. Vendor Evaluation, Contract Negotiation

Implementation Support and Project Management.

Customer Experience Enhancement. Customer Portals, Billing Transparency

Section 4 – Terms and Conditions

ARTICLE I

Definitions

As used in these Terms and Conditions, the following terms shall have meanings as set out below:

"Account" is defined as a particular Utility Service of the CITY (including but not limited to Water, Wastewater, Stormwater, Solid Waste). This definition includes all unauthorized taps discovered by WCA that previously had not been given an Account number by the CITY.

"Agreement" is defined as that certain Services Agreement executed between the CITY and WCA providing for the rendering of the services described in Article II of these Terms and Conditions and the City's payment therefor. The Agreement shall (i) include all written amendments executed between the CITY and WCA, and (ii) incorporate these Terms and Conditions to the extent the same do not conflict with the Agreement.

"Base Revenue" Is defined as the average of the monthly Account billings during the period of time when the Account experienced the problem and which immediately precedes the completion of the Work, for up to a twelve-month period. By way of example, and not limitation, if WCA discovers a meter which has been broken for a six-month period, resulting in consumption of zero usage during such six-month period, the Base Revenue is zero, and shall not include in the Base Revenue average the preceding six-month period during which time the meter operated properly.

"WCA Share" is defined as the fee to be paid by the CITY to WCA for performance of duties described in these Terms and Conditions, computed in accordance with Section 5.02 hereof.

"CITY" is defined as the City of Midland, Texas, and includes its successors and assigns.

"WCA" is defined ISI Water Company, a Texas corporation with its principal office in Houston, Texas, and includes its successors and assigns.

"Customer Information System" (or "CIS") is defined as the system used by the CITY to bill and to account for customer activities.

"Contract Administrator" is defined as that person designated by the Director by notice to WCA, to administer the Agreement on behalf of the CITY. This individual shall have a working knowledge of CITY protocol and operating procedures of the CITY, and shall have the authority and responsibility of administering all day-to-day aspects of the Agreement on behalf of the CITY.

"Director" is defined as the CITY's designated Utility manager who has ultimate authority and responsibility to administer the CITY's obligations under the Agreement.

"Documenting the Find" is defined as the notation by WCA on the Research report to the CITY or the approval of a submitted Formal Work Order.

"Find" is defined as the discovery by WCA of an Account condition, as the result of the Work, which causes a specific Utility Service to be improperly or inaccurately billed.

"Force Majeure" as used herein, shall include but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests, and restraints of government and people, explosions, breakage or damage to machinery or equipment and any other abilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability.

"Increased Revenue" is defined as the amount of monthly income received by the CITY on an Account, over and above the Base Revenue, including any rate increases, subsequent to corrective action being taken on that Account, including both income derived from ongoing usage, as well as retroactive billing.

"Notice to Proceed" is defined as the written notification by the CITY to WCA to initiate Work. This notification shall be issued upon the successful conversion of Account data from the CIS by WCA.

"Research Report" is defined as the reports delivered to the CITY by WCA pursuant to Section 2.01 (C) (1) hereof.

"Utility Service" is defined as the physical location of a CITY consumer, both known and unknown to the CITY, which utilizes services provided by the CITY.

"Work" is defined as all of WCA's efforts towards determining needed changes and recommending the corrective actions necessary in order for the specific Utility Service to be properly and accurately billed.

"Work Order" shall be defined to mean that certain standard document that defines relevant information about a CITY Account that WCA has evaluated and determined to be defective.

ARTICLE II

Scope of Service

2.01 - Basic Service

WCA shall provide the investigation, Work Orders, and field services necessary to maximize the billable revenue for the CITY's Utility Service.

A) Investigation and Filed Work
B) Upon receiving the Account information described in Section 3.01 (A) hereof WCA shall:
   1) Investigation each Account and determine if there is a loss of revenue to the CITY associated with that Account.
   2) Submit Work Orders with recommendation for changes in billing procedures and/or changes in physical service. This information will be provided for each Account.
C) Reports
   1) WCA shall provide to the CITY on a periodic basis and when requested in writing by the CITY a complete list of all Accounts researched on which WCA has identified potential increased revenues to the CITY. This Research Report shall be submitted for the purpose of "Documenting the Find" and WCA shall be entitled to its portion of the Increased Revenues on said Accounts (the WCA Share), if the Work Order(s) included therein are subsequently approved by the Contract Administrator.
   2) On each Account for which WCA has Documented the Find and the CITY has collected Increased Revenue, WCA shall provide a detailed report that quantifies Increased Revenue prepared from the information received from the CITY in the monthly account data download. This report typically contains at least the following information:
      a) Work Order number
      b) Account Number
      c) Cycle counter (indicates progression through the revenue sharing period)
      d) Amount of customer billing (from the download)
      e) Base Revenue
      f) Calculation of Increased Revenue
      g) Calculation of WCA Share
   3) WCA may provide the Contract Administrator a status report on a frequency agreed to by the parties. This report is to be inclusive of all Accounts that are deemed by WCA to justify action and on which a Work Order has been generated in the prior month.
D) WCA warrants that all work shall be performed in a professional and workmanlike manner meeting the standards of quality prevailing in the CITY ordinances for services of like kind. WCA further warrants that trained and skilled persons who have been previously approved by the CITY shall perform all Work.

2.02 - Services in General

WCA shall coordinate all of its activities herein described with the CITY, the Director, WCA Administrator, or their designated representative(s).

2.03 – Finds Exempted

In certain rare cases, WCA may discover a Find on an Account of which the CITY has prior knowledge and is attempting to remedy. Such a Find being remedied by the CITY is exempted from WCA Work.

These cases fall into two categories and require that WCA shall:

1) for a period of 60 calendar days from the date of the inception of a new Account problem that originates during the term of this agreement, refrain from submitting a Work Order related to that Find, and

2) for a period of 60 calendar days beginning at the Notice to Proceed date, refrain from submitting a Work Order for any specific problem on an Account that is known to the CITY and is made known to WCA, that the CITY is in the process of remedying on that Account.

It is agreed by the parties hereto that the purpose of this Section 2.03 is to define and agree to the period of time for the CITY to remedy new problems that it discovers, and/or to remedy known situations. This will minimize duplication of effort, thus keeping project resources focused on providing maximum benefit to the CITY.

ARTICLE III

CITY Duties, Data Records, Work Products, Etc.

3.01 - Certain Duties of the CITY:

A) The City shall to the extent permitted by law for each Account, promptly provide access to all relevant data and records in the possession of the CITY and provide copies of any documents in the possession or control of the City or available to the CITY which are requested by WCA and are reasonably necessary for WCA to performs its duties under the Agreement. While providing the WCA with data and records, the City, at all times, maintains ownership and control over the relevant data and records provided to WCA. CIS data shall be in two forms.
   1) The CITY will create a monthly download consisting of a .bak (backup) file of the Utility Billing System.
      a) The CITY will exercise reasonable efforts in the timely creation of download #1
      b) The download will be created monthly by the CITY on the same day of each month for the duration of the project to support both field operations and Increased Revenue calculation.
      c) The day of the month selected for download will be determined solely by the CITY.
      d) The download content and naming of tables and fields will be consistent and not vary unless first agreed to by the CITY and WCA.
      e) The CITY will transmit via SFTP or the best secure method agreed to by the CITY

and WCA.

f) In the event that the provision of data is interrupted for any period of time, the Term shall be extended by an equal period of time.

2) The CITY will establish a password protected “read only” live link to the CIS for the viewing and extracting of “real time” information by WCA. At no time will WCA be able to input a change or modification to an Account by way of this link.

B) The CITY will establish the day of the month for the bimonthly Contract meeting for Work Order status which is to be attended by the key stakeholders (Contract Administrator, Billing, Customer Service, Meter Operations).

C) The CITY shall review all Work Orders submitted by WCA under Section 2.01 (B) hereof and within ten (10) working days of the date of submittal, the CITY shall advise WCA of the disposition of the Work Order request (approved or denied).

D) The CITY shall timely implement the recommended corrective action identified in the Work Order once approved and notify WCA of this action once complete and the date of completion. Changes to account data such as billing code changes shall be accomplished within thirty calendar days. Should this not occur within the time frame specified, the CITY shall issue to WCA written notification of a fifteen-day extension. Work Orders that involve changes to physical service shall be expedited with reasonable efforts. Both parties recognize and agree that the purpose and intent of the project cannot be realized until approved changes have been implemented and accounts are fairly and accurately billed. If Account changes are not completed by the CITY within the time frames described, the CITY shall approve and pay an estimate of the WCA Share (ref 5.02 C).

E) The Contract Administrator shall assist WCA in its dealings with any CITY department.

F) The CITY shall acknowledge that WCA has Documented the Find pursuant to Section 2.01 (C) (1), by promptly entering the appropriate information related to the Account within the "CIS" System, or by whatever other method the CITY chooses. Once documented, the CITY shall not deny approval of a Work Order due to any action taken by the CITY during the approval process.

G) Matters not specifically covered by the Agreement will have procedures established by mutual agreement of WCA and the Contract Administrator.

H) At all times, the Agreement shall be upheld by both the CITY and WCA. WCA is performing a service to the CITY by increasing revenue to the CITY. The CITY has given WCA authorization to perform the defined duties of this Agreement and will not hinder, restrict, delay or compete with WCA's performance of these duties.

ARTICLE IV

Indemnification and Insurance

4.01 - Indemnification

WCA HEREBY AGREES AT ALL TIMES TO DEFEND, INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES OR COSTS ARISING FROM

CLAIMS FOR DAMAGES, OR SUITS FOR LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION OUT-OF-POCKET COSTS AND REASONABLE ATTORNEY'S FEES, WHICH ARISE AS A RESULT OF WCAS NEGLIGENCE OR FAILURE TO PROPERLY PERFORM ITS DUTIES AND OBLIGATIONS UNDER THE AGREEMENT, WHETHER SUCH CLAIMS ARE ASSERTED BEFORE OR AFTER THE TERMINATION OF THE AGREEMENT.

4.02 - Insurance

WCA shall maintain and keep in full force and effect insurance policies of the types and amounts indicated in the Agreement.

ARTICLE V

Payment

5.01 - Limitation of Funds

Any and all fees due to WCA under the Agreement shall be payable solely from the funds collected pursuant to the Agreement. WCA acknowledges and agrees that the CITY's liability for any and all payments hereunder shall be limited by this provision. No other funds are available nor will they be appropriated for the purpose of the Agreement.

5.02 - Payment for Services

A) If any Work performed by WCA to an Account results in Increased Revenues to the CITY, WCA shall be entitled to a WCA Share for such Work equal to 50% of all Increased Revenues (as defined in Article I of these Terms and Conditions) for a term of 48 months thereafter, referred to in 6.01 TERM as Phase Two. The 48-month term may be suspended in the event that the account problem persists which eliminates Increased Revenue and restarted following remedy.
B) Documentation substantiating and calculating Increased Revenue shall be reviewed and approved by the CITY within thirty calendar days of submission and thereafter processed for payment within the time frame stipulated by Statute. Interest on all amounts remaining unapproved and/or unpaid beyond the time frame stipulated by Statute shall accrue at a rate of 10% per annum until paid.
C) If all of the data necessary to compute the WCA Share is not available in time to make such payment when due, or if the condition described in 3.01 D) occurs, the CITY shall approve a good faith estimate of such Increased Revenue and compute the WCA Share accordingly. Adjustments to such WCA Share shall be made on succeeding monthly payments after actual Increased Revenues are determined.

5.03 – Early Payment Option

In the event that the CITY should desire, for any reason, to make payment of any and all fees due WCA sooner than defined in Article V, the CITY shall have the right to approve a calculation of any and all remaining fees based on a Work Order by Work Order payment average to date, multiplied by the remaining number of months, factored down by a "present value discount" using the prime interest rate in effect at the time of the early payment.

ARTICLE VI

Term and Termination

6.01 - Term
The term of the Agreement shall be initiated by the CITY upon the issuance of the Notice to Proceed. The term of the Agreement is divided in two phases. Phase one is the operations period when WCA is performing the Work and shall continue for a primary term equal to thirty-six (36) months.

At the end of the primary term of phase one, the phase one term may be renewed for successive periods of twelve (12) months, upon written agreement of both parties.

Phase two is the period of time, on a Work Order by Work Order basis, during which the WCA Share is determined (reference 5.02 A).

Therefore, the Contract Term is the total time from the date of the Notice to Proceed, through phase one, including any renewal periods, and including phase two which is the 48 month Work Order by Work Order revenue sharing period for each Find approved by the CITY.

6.02 - Termination
Either party may terminate phase one (the operations period) of the Agreement by giving thirty days' written notice to the other party of the intent to terminate. The CITY agrees that for three (3) years after termination of this Agreement, however brought about, the CITY shall, during normal business hours, provide WCA with a report used to calculate fees and payment owed. Said report shall be provided to WCA within a reasonable amount of time following the CITY's receipt of a written request submitted by WCA for said report.

6.03 - Earned Fees
The duties and obligations of the CITY to pay WCA under the terms of Article V shall continue in full force and effect as outlined therein and shall survive the completion of phase one (the operations period).

ARTICLE VII

Miscellaneous Provisions

7.01 - Independent Contractor
The relationship between WCA and the CITY shall be that of an independent contractor.

7.02 - Business Structure and Assignments
Other than by operation of law, WCA shall not delegate or assign any portion of the Agreement without the written consent of the Director, which shall not be unreasonably withheld. WCA however may assign any portion of its WCA Share under the Agreement.

Before an assignment of this sort can become effective, WCA shall furnish reasonable proof of the assignment by providing a notice to the Director containing the following information: a) the name, address and telephone number of WCA with clear reference to this Contract; b) the name, address and telephone number of assignee; and c) the identity of the fees to be assigned. If reasonable proof as described above is not provided to the Director, the CITY may continue to pay the assignor.

7.03 - Subcontractors
WCA may subcontract any part of its performance under the Agreement with the approval of the Director or Contract Administrator. Any subcontractor shall be treated under the Agreement as if they were employees of WCA, except in regard to fees.

7.04 - Parties in Interest
The Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the CITY and WCA only.

7.05 - Non-waiver
Failure of either party hereto to insist on the strict performance of any provision of the Agreement or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on or to enforce by any appropriate remedy strict compliance with any other obligation under the Agreement or to exercise any right or remedy occurring as a result of any future default or failure of performance.

7.06 - Applicable Laws
The Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to the Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits, or any other action arising from or connected in any way to the Agreement or the performance of the Agreement shall be in Midland County, Texas.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the Agreement or at such other address as the receiving party may have therefore prescribed by notice to the sending party.

7.07 - Equal Employment Opportunity
WCA will comply with all laws, ordinances and policies set by the CITY in reference to Equal Employment Opportunities.

7.08 - Force Majeure

In the event either party is rendered unable, wholly or in part, by Force Majeure to perform under the Agreement, it is agreed that, upon such party's giving notice specifying such Force Majeure in writing or by telefax to the other party as soon as possible after the occurrence of the Force Majeure, the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to cure the Force Majeure and resume performance at the earliest practicable time, shall be suspended during the continuance of the Force Majeure, but for no longer extended by the period of time during which either party was unable to perform its obligations hereunder as a result of the occurrence of a Force Majeure.

7.10 - Approvals; Authority

An approval by the Director, or by any other instrumentality of the CITY, of any part of WCA's performance shall not be construed to waive compliance with the Agreement or to establish a standard of performance other than required by the Agreement. No party is authorized to vary the terms of the Agreement.

7.11 - Remedies Cumulative

The rights and remedies contained in the Agreement, unless specifically indicated otherwise, shall not be exclusive but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law, or in equity; provided however, that none of the parties shall terminate the Agreement except in accordance with the provisions contained therein.

7.12 - Representations

A) WCA represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the service required to be performed under the Agreement. WCA represents that it has experience in performing all of the services to be performed under the Agreement and these services shall be of the highest professional quality.
B) The CITY represents that it is a duly authorized and empowered to enter into the Agreement and to carry out its obligations thereunder.

7.13 - Captions

The captions in these Terms and Conditions and in the Agreement are guides and labels to assist in location and reading the same. Caption will be given no effect in construing these Terms and Conditions and the Agreement and shall not be restrictive of or be used to interpret the subject matter of any article, section or part of the Agreement.

7.14 - Personnel of WCA

WCA shall replace any personnel assigned to provide services under the Agreement, which are deemed unsuitable by the Director or Contract Administrator.

7.15 - Entire Agreement

The Agreement, inclusive of these Terms and Conditions contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the

agreement between the parties.

7.16 - Amendment

The Agreement may be modified or amended by written agreement signed by all parties hereto.

City Council Meeting

Item Number: 9

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY OF MIDLAND, AN INSTRUMENT GRANTING A UTILITY EASEMENT AND RIGHT-OF-WAY LOCATED IN A 0.102-ACRE TRACT OF LAND OUT OF LOT 2A, BLOCK 7, AIRPORT INDUSTRIAL PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, TO ONCOR ELECTRIC DELIVERY COMPANY LLC; APPROVING $14,436.39 FOR COSTS ASSOCIATED WITH THE VEHICLE PARKING P6 PROJECT; APPROPRIATING FUNDS TO THE VEHICLE PARKING P6 PROJECT; AND AUTHORIZING PAYMENT FOR THE WORK ASSOCIATED WITH THE RELOCATION OF THE OVERHEAD UTILITY LINE (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Purpose:

Resolution authorizing an easement and right-of-way with Oncor to bury the power line at 2518 Windecker Street at Midland International Air & Space Port so that a new parking lot can be located in that location.

Recommended City Council Action:

Approve

Fiscal Impact:

Airport Costs		$ 57,745.57
City/Airport Contingency		$ 14,436.39
	Total	**$ 72,181.96**

Breakout of Costs

Statement of Charges from Oncor	$ 57,745.57

Construction Contingency	$ 14,436.39
Total Recommended Appropriation	**$ 72,181.96**

Strategic Priority:

(Transparent & Consistent Communication)

Appropriation Language:

That the sum of $72,181.96 is hereby appropriated from the Airport Operating Fund Unappropriated Fund Balance to the Vehicle Parking P6 Project.

Discussion:

In September 2024, the Council approved eighteen projects as part of the Airport's 5-Year Capital Improvement Plan (CIP), including the paving of the current overflow parking lot. This project is nearing completion of the design phase and is scheduled to go out for bid in July 2025.
Prior to the start of construction, an existing Oncor overhead utility line must be relocated underground. While the original plan was to include this work in the construction phase, Oncor is prepared to proceed with the relocation now and has provided a quote of $57,745.57, which is valid for thirty (30) days.
Authorizing this agreement at this time will allow Oncor to complete the line burial in advance, avoiding potential delays and ensuring that construction of the new parking lot can proceed on schedule

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY OF MIDLAND, AN INSTRUMENT GRANTING A UTILITY EASEMENT AND RIGHT-OF-WAY LOCATED IN A 0.102-ACRE TRACT OF LAND OUT OF LOT 2A, BLOCK 7, AIRPORT INDUSTRIAL PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, TO ONCOR ELECTRIC DELIVERY COMPANY LLC; APPROVING $14,436.39 FOR COSTS ASSOCIATED WITH THE VEHICLE PARKING P6 PROJECT; APPROPRIATING FUNDS TO THE VEHICLE PARKING P6 PROJECT; AND AUTHORIZING PAYMENT FOR THE WORK ASSOCIATED WITH THE RELOCATION OF THE OVERHEAD UTILITY LINE

WHEREAS, the City of Midland owns a 0.102-acre tract of land out of Lot 2A, Block 7, Airport Industrial Park Addition, City and County of Midland, Texas; and

WHEREAS, the City of Midland has requested that Oncor Electric Delivery Company LLC relocate an overhead utility line prior to the City's construction of the new P6 parking lot at the Midland International Air & Space Port, which requires said utility line to be buried under the above-described City-owned tract of land; and

WHEREAS, Oncor Electric Delivery Company LLC has agreed to relocate said utility line subject to: (i) the City's granting of a utility easement and right-of-way located in the above-described City-owned tract of land, and (ii) the City's payment of the costs associated with the relocation of the utility line; and

WHEREAS, the City Council finds it to be in the public interest to grant a utility easement and right-of-way located in the above-described City-owned tract of land (the "Easement") to Oncor Electric Delivery Company LLC ("Grantee"); and

WHEREAS, the City Council finds it to be in the public interest to approve $14,436.39 for costs related to the Vehicle Parking P6 Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager or his designee is hereby authorized and directed to execute, on behalf of the City of Midland, an instrument granting the Easement to Grantee and to deliver said instrument to Grantee. Said instrument shall be in a form substantially similar to that attached hereto as Exhibit A.

SECTION TWO. That the sum of $14,436.39 for costs related to the Vehicle Parking P6 Project is hereby approved.

SECTION THREE. That the sum of $72,181.96 is hereby appropriated from the Airport Operating Fund Unappropriated Fund Balance to the Vehicle Parking P6 Project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Grantee an amount not to exceed $57,745.57 from funds appropriated herein upon receipt of the approval of the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Deputy City Manager

_____
Justine Ruff, Director of Airports

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

PT#: 2025-
District: West
WO#: 26576200
ER#:

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

That, **CITY OF MIDLAND, TEXAS**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, located at 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto.

Grantee shall indemnify, protect and hold harmless Grantor, Grantor's successors, assigns, employees, and agents from any and all liens, claims, demands, costs (including but not limited to attorney fees), expenses, damages, losses and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property or improvements arising from or in connection with Grantee's negligence or willful misconduct during the use of the easement including but not limited to establishing, constructing, reconstructing,

Exhibit A

installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, repairing, changing the size of, relocating, and removing, in whole or in part, said electric lines and facilities described herein.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 20____.

GRANTOR: CITY OF MIDLAND, TEXAS, A HOME RULE MUNICIPALITY

By: _____
Jose Ortiz
Assistant City Manager

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared **Jose Ortiz**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **CITY OF MIDLAND, TX.**, as the **ASSISTANT CITY MANAGER** thereof, for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 20___.

_____
Notary Public in and for the State of Texas

EXECUTED this _____ day of _____, 20____.

GRANTEE: ONCOR ELECTRIC DELIVERY COMPANY, LLC

By: _____
Anthony Gordon, Attorney in Fact

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared, **Anthony Gordon**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **ONCOR ELECTRIC DELIVERY COMPANY, LLC**, as the **ATTORNEY-IN-FACT** thereof, for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 20____.

_____
Notary Public in and for the State of Texas

Parkhill

EXHIBIT A

A 0.102-ACRE UTILITY EASEMENT IN LOT 2A, BLOCK 7, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

A 0.102-acre utility easement in Lot 2A, Block 7, Midland International Airport Industrial Park, an addition to the city of Midland, Midland County, Texas as shown on the plat recorded in Plat Cabinet "F", Page 187 of the Plat Records of Midland County, Texas; said 0.102-acre easement being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on April 16, 2025:

BEGINNING at a 1/2-inch iron rod set in the northwest line of Windecker Street and the southeast line of said Lot 2A, for the south corner hereof, said beginning point having coordinates of NORTHING: 10,673,074.89 and Easting: 1,713,447.91, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found at the south corner of said Lot 2A and the east corner of Lot 1A of said Block 7, Midland International Airport Industrial Park bears *South 41 degrees 03 minutes 02 seconds West* a distance of 18.64 feet and another 1/2-inch iron rod with a plastic cap marked "PLS 1974" found at a corner of said Lot 1A bears *South 41 degrees 03 minutes 02 seconds West* a distance of 123.56 feet;

(1) THENCE *North 46 degrees 43 minutes 43 seconds West* a distance of 79.11 feet crossing said Lot 2A to a point for a corner hereof;

(2) THENCE *North 48 degrees 56 minutes 19 seconds West* a distance of 366.32 feet crossing said Lot 2A to a 1/2-inch iron rod set in the northwest line of said Lot 2A and the southeast line of Lot 3A of said Block 7, Midland International Airport Industrial Park, for the west corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found at the west corner of said Lot 1A bears *South 41 degrees 03 minutes 03 seconds West* a distance of 720.03 feet;

(3) THENCE *North 41 degrees 03 minutes 03 seconds East* a distance of 10.00 feet along the northwest line of said Lot 2A and the southeast line of said Lot 3A to a 1/2-inch iron rod set for the north corner hereof, and from which a 1/2-inch iron rod with a yellow plastic cap found at the north corner of said Lot 2A bears *North 41 degrees 03 minutes 03 seconds East* a distance of 565.49 feet;

(4) THENCE *South 48 degrees 56 minutes 19 seconds East* a distance of 366.63 feet crossing said Lot 2A to a point for a corner hereof;

(5) THENCE *South 46 degrees 43 minutes 43 seconds East* a distance of 78.80 feet crossing said Lot 2A to a 1/2-inch iron rod set in the northwest line of said Windecker Street and the southeast line of said Lot 2A, for the east corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" found at a corner of said Lot 2A bears *North 41 degrees 03 minutes 02 seconds East* a distance of 123.49 feet;

(6) THENCE *South 41 degrees 03 minutes 02 seconds West* a distance of 10.01 feet along the northwest line of said Windecker Street and the southeast line of said Lot 2A to the **POINT OF BEGINNING** containing 0.102 acres, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at grid. Areas reported hereon are based on calculations made from grid distances. A 1/2-inch iron rod set is a 1/2-inch rebar with a plastic cap marked "PARKHILL RPLS 6889" set. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

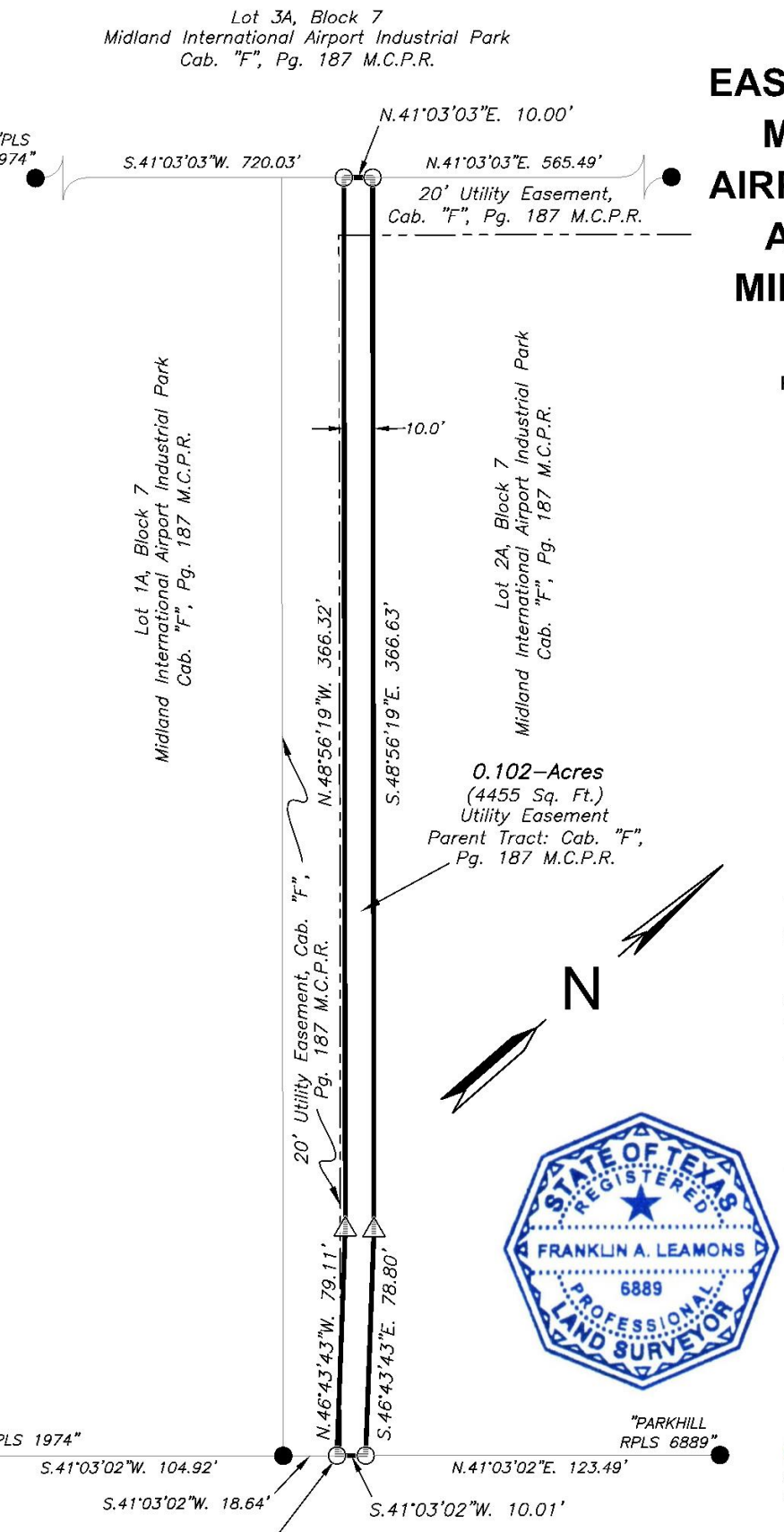
Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: April 28, 2025, Revised May 13, 2025

EXHIBIT A

0.102-ACRE UTILITY EASEMENT IN LOT 2A, BLOCK 7, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PARENT TRACT: PLAT CAB. "F", PG. 187 M.C.P.R., MIDLAND COUNTY, TEXAS.



0 60' 120'

Scale: 1" = 60'

LEGEND:

- ○ = Set 1/2" iron rod with a plastic cap marked "PARKHILL RPLS 6889"
- ● = Found 1/2" iron rod.
- △ = Calculated Point
- M.C.P.R. = Midland County Plat Records
- ——— = Easement Boundary Line
- — — — = Adjoiner Tract/Deed/Lot Line
- —— - - —— = Existing Easement Line

SURVEYOR'S REPORT:

1. Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, NAD83.
2. Distances reported hereon are at grid.
3. Areas reported hereon are based on calculations made at grid distances.
4. This survey was prepared without the benefit of a current title report/commitment. There may be easements, restrictions, and/or covenants affecting this property, not shown hereon.
   This plat is invalid unless it bears the surveyor's original seal and signature.
   A metes and bounds description accompanies this plat.

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

I the undersigned, do hereby certify that the plat as shown hereon was prepared from an on-the-ground survey performed by me or under my supervision and completed on April 16, 2025; No warranty is made or intended for the location of any or all easements that may exist within the bounds of this survey.

Franklin Leamons
Franklin Leamons
R.P.L.S. 6889

APRIL 28, 2025
VISED MAY 13, 2025
Date

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

Page 2 of 2
See Page 1 for Metes and Bounds

Statement of Charges

PO Box 910104
Dallas TX 75391-0104

LOPEZ, JAIME A
432-238-0416
Jaime.Lopez@oncor.com

Date: 06/06/2025
Project No: 26576200
Transaction ID: 8381

Bill To:
City of Midland
Justine Ruff
PO Box 60305
Midland, TX 79711

Project Location
Street Address:
2518 Windecker St
City: MIDLAND
County: MIDLAND

Billing Description	Amount Due
CIAC Bill for work order 26576200	$57,745.57
Price quoted is valid for thirty (30) days from the date of this document.	$57,745.57

Remittance Options:

Check Instructions

Make all checks payable to Oncor Electric Delivery Company, LLC

Please put the Transaction ID & Project No. in the Check Memo

Electronic Funds Transfer / EFT Instructions

JP Morgan Chase Bank / Dallas

Account Number 08806169791

Routing Numbers

ABA: 021-000-021 (Wire Transfer)

ABA: 111-000-614 (ACH payments)

Federal Tax ID: 75-2967830

If an EFT is made please have your financial institution include the tracking number

Also, email Confirmation number and transfer date to Lymary.Rojas2@oncor.com

THANK YOU FOR YOUR BUSINESS!

REMITTANCE SLIP

Detach this portion of the invoice to accompany payment and mail it with your check

Checks are to be made payable to **Oncor Electric Delivery Company, LLC**

Please retain the above statement for your records

Remit To	Customer Name
Oncor Electric Delivery Company, LLC	City of Midland
Attn: GONZALEZ ROJAS, LYMARY M; LOPEZ, JAIME A	Project Number: 26576200
PO Box 910104	Transaction ID: 8381
Dallas TX 75391-0104	Total Amount Paid:
	$57,745.57

PT#: 2025-
District: West
WO#: 26576200
ER#:

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

That, **CITY OF MIDLAND, TEXAS**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, located at 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto.

Grantee shall indemnify, protect and hold harmless Grantor, Grantor's successors, assigns, employees, and agents from any and all liens, claims, demands, costs (including but not limited to attorney fees), expenses, damages, losses and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property or improvements arising from or in connection with Grantee's negligence or willful misconduct during the use of the easement including but not limited to establishing, constructing, reconstructing,

installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, repairing, changing the size of, relocating, and removing, in whole or in part, said electric lines and facilities described herein.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 20____.

GRANTOR: CITY OF MIDLAND, TEXAS, A HOME RULE MUNICIPALITY

By: _____
Jose Ortiz
Assistant City Manager

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared **Jose Ortiz**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **CITY OF MIDLAND, TX.**, as the **ASSISTANT CITY MANAGER** thereof, for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 20___.

_____
Notary Public in and for the State of Texas

EXECUTED this _____ day of _____, 20____.

GRANTEE: ONCOR ELECTRIC DELIVERY COMPANY, LLC

By: _____
Anthony Gordon, Attorney in Fact

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared, **Anthony Gordon**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **ONCOR ELECTRIC DELIVERY COMPANY, LLC**, as the **ATTORNEY-IN-FACT** thereof, for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 20____.

_____
Notary Public in and for the State of Texas

Parkhill

EXHIBIT A

A 0.102-ACRE UTILITY EASEMENT IN LOT 2A, BLOCK 7, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

A 0.102-acre utility easement in Lot 2A, Block 7, Midland International Airport Industrial Park, an addition to the city of Midland, Midland County, Texas as shown on the plat recorded in Plat Cabinet "F", Page 187 of the Plat Records of Midland County, Texas; said 0.102-acre easement being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on April 16, 2025:

BEGINNING at a 1/2-inch iron rod set in the northwest line of Windecker Street and the southeast line of said Lot 2A, for the south corner hereof, said beginning point having coordinates of NORTHING: 10,673,074.89 and Easting: 1,713,447.91, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found at the south corner of said Lot 2A and the east corner of Lot 1A of said Block 7, Midland International Airport Industrial Park bears *South 41 degrees 03 minutes 02 seconds West* a distance of 18.64 feet and another 1/2-inch iron rod with a plastic cap marked "PLS 1974" found at a corner of said Lot 1A bears *South 41 degrees 03 minutes 02 seconds West* a distance of 123.56 feet;

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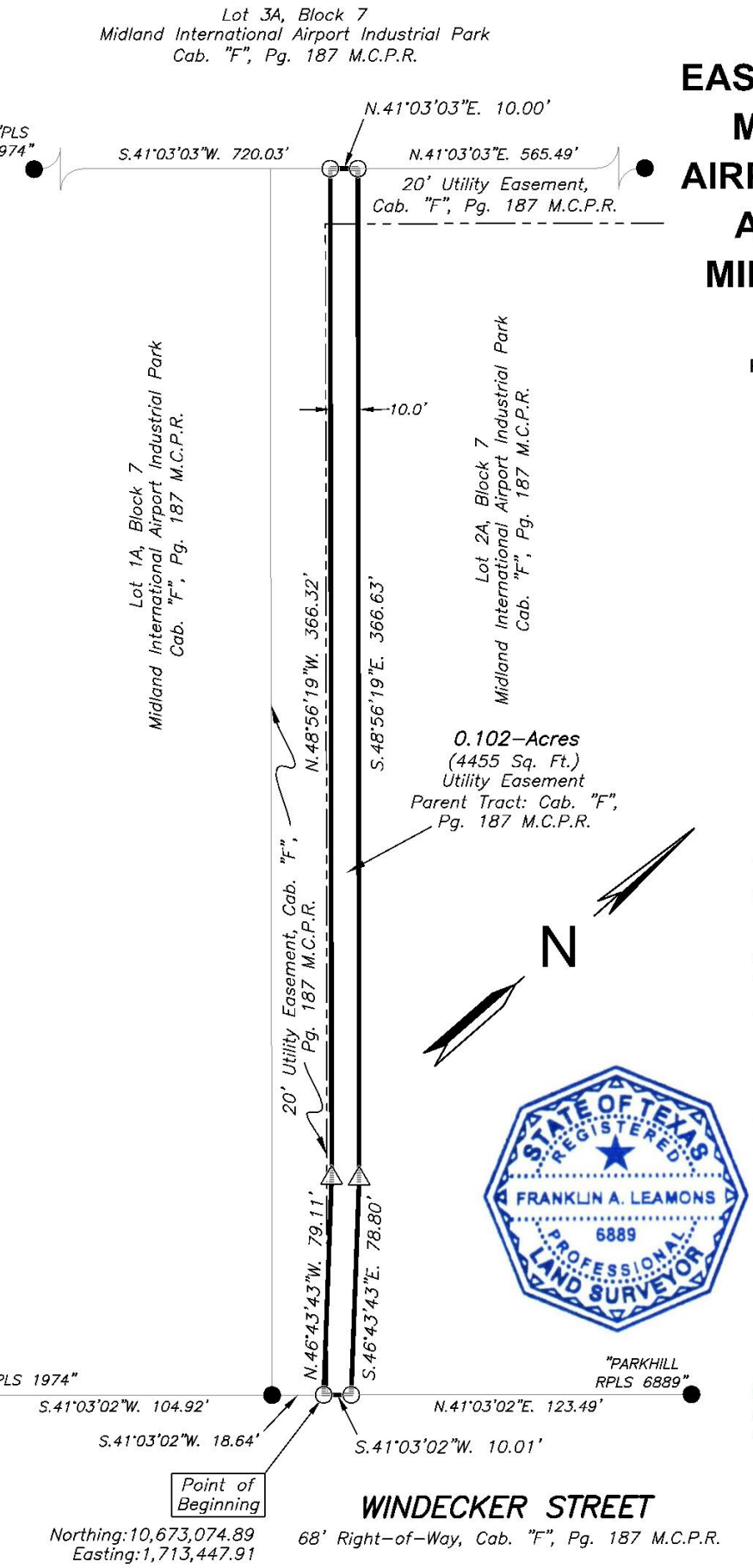
Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: April 28, 2025, Revised May 13, 2025

EXHIBIT A

0.102-ACRE UTILITY EASEMENT IN LOT 2A, BLOCK 7, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PARENT TRACT: PLAT CAB. "F", PG. 187 M.C.P.R., MIDLAND COUNTY, TEXAS.



0 60' 120'

Scale: 1" = 60'

LEGEND:

- ○ = Set 1/2" iron rod with a plastic cap marked "PARKHILL RPLS 6889"
- ● = Found 1/2" iron rod.
- △ = Calculated Point
- M.C.P.R. = Midland County Plat Records
- ——— = Easement Boundary Line
- — — — = Adjoiner Tract/Deed/Lot Line
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SURVEYOR'S REPORT:

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2. Distances reported hereon are at grid.
3. Areas reported hereon are based on calculations made at grid distances.
4. This survey was prepared without the benefit of a current title report/commitment. There may be easements, restrictions, and/or covenants affecting this property, not shown hereon.
   This plat is invalid unless it bears the surveyor's original seal and signature.
   A metes and bounds description accompanies this plat.

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

I the undersigned, do hereby certify that the plat as shown hereon was prepared from an on–the–ground survey performed by me or under my supervision and completed on April 16, 2025; No warranty is made or intended for the location of any or all easements that may exist within the bounds of this survey.

Franklin Leamon

Franklin Leamons
R.P.L.S. 6889

APRIL 28, 2025
VISED MAY 13, 2025
Date

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

City Council Meeting

Item Number: 10

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Britton Murry, Planner

Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF STONEBRIDGE ADDITION, SECTION 5, BEING A PLAT OF A 90.43-ACRE TRACT OF LAND LOCATED OUT OF THE SOUTH HALF OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND LOOP 250 NORTH) (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Details of Request:

Parkhill, on behalf of Mark A. Payne, is requesting to plat a 90.43-acre tract of land located on the west side of North Fairgrounds Road into 49 lots for future commercial and residential development.

Current Zoning:

TH, Townhouse (Attached) Dwelling District, RR, Regional Retail District, O-2, Office District, MF-22, Multiple-Family Dwelling District, and AE, Agricultural Estate District

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown. [For Applicant’s Information Only.]

ROW: Refer to transportation's comments, if any. [For Applicant’s Information Only.]

PAVING: Interior roadways and Fairgrounds must be constructed by City Standards along entire platted frontage. Loop 250 Frontage road is TxDOT facility, built and maintained by TxDOT, no improvements required. [For Applicant’s Information Only.]

WATER: 16” water exists in Loop 250, okay as is. 12” water exists in Cooper Creek, okay as is. None on interior roads, construct to City Standards along entire platted frontage. [For Applicant’s Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant’s Information Only.]

PRO RATA: None. [For Applicant’s Information Only.]

SEWER: 15” wastewater exists in Loop 250, okay as is. 12” wastewater exists in Cooper Creek, okay as is. None on interior roads, construct to City Standards along entire platted frontage. [For Applicant’s Information Only.]

DRAINAGE: Drainage report has been submitted and it's currently under review. [For Applicant’s Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant’s Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved with Conditions)

Label all the roads as private roads. Driveway permitting within city limits on I-20, LP 250, SH 191, and FM 1788 is under the jurisdiction of TxDOT. A copy of an approved TxDOT driveway permit must be provided to the City with the building permit application before a City building permit can be issued.

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved with Conditions)

As previously noted: Need to identify the flare at the Midland Energy “Wimberly” tank battery located on the North/East corner of the location with a 330’ radius (No variance available). No occupied residence or commercial building within 330’ of any flare. A 150 ft. radius (variance required) is included on the plat measured from the outside of the edge of tanks on the Midland Energy “Wimberly” tank battery located in Lot 1 Block 21. The permitted wells are identified on the plat and include a radius circle with the minimum 135’ radius (variance required). Any occupied residence or commercial building within a 500-ft. radius with a minimum allowable of 135’ from a well and/or 150’ from a battery will require a variance from City Council for a building permit. All private residence or commercial structures with approved variances of closer than 500’ shall contain a notation on the face of the plat reflecting the approval of the setback variance. Suggest that the developer will want to meet and obtain a support letter from the two Operators-Pioneer Natural Res. & Midland Energy concerning the set- back distance as part of any variance request which would be presented by the Building Official if not already done so.

GIS: (Approved)

Calls along southern boundary should have bearings reversed. (NE should be SW) Calls are missing, cannot determine if plat closes. Please choose either clockwise or counterclockwise and make the call bearings follow said direction to close. (bearings alternate randomly) Make lot lines solid. Make streets being dedicated solid as well. Is a portion of Block 19, lot 18 needed to be dedicated to extend Copper Creek Rd? Calls needed for 60' Joint access easement. Block numbers needed for blocks north and south of Milltown Rd. Is Wimberley Place Dr eventually to connect to Wimberly Place Rd? If yes, then Wimberley Place Dr should be Wimberley Place Rd as well. If not, then Wimberley Place Dr needs a different name. Distance needed for southern portion of Stoney Creek Rd. Legal description can simply be the total acreage being platted (i.e. being a plat of X.X acres in (the survey section)...) Calls needed for blocks/lots of blocks north/south of Milltown Rd. Alleys should be labeled as alley with their widths.

PLANNING: (Approved with Conditions)

Have your legal description match the one that I provided [Informational]

Label the blocks for the residential lots [11-2-3(C)2(b)(6)]

A zone change will be needed to meet the proposed lot sizes [Informational]

Include all of the owner’s phone numbers. There is not one included for Parsley Energy, LP. [11-2-3(A)1(a)(2)]

This plat is over 25 acres and therefore must be approved by City Council. [11-2-3(D)11(a)]

Staff recommends approval of the Preliminary Plat of Stonebridge Addition, Section 5, subject to the following conditions.

Conditions:

A. **Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]**

B. **Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].**

C. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]**

Attachments:

Application
Preliminary Plat
Maps
Aerial
PowerPoint Presentation

Morris Williams Jr.

City Manager's Office

MIDLAND Planning Division

Preliminary Plat Application

Project Number: SUB-19-0187
Case Number: P-25-2285

Proposed Subdivision Plat Name: Stonebridge Addition, Section 5

Legal Description (attached sealed Metes and Bounds): Being an 90.43 Acre Plat of, 45.89 Acres of Mark A Payne Doc. 2013-15577, O.P.R.M.C., 62.32 Acres of Lawton Heritage LLC Doc. 2017-24781, O.P.R.M.C., Entire 7.91 Acres of Tract B Doc. 2018-2415, O.P.M.C., 6.85 Acres of Tract A Doc. 2018-2415, O.P.M.C., Entire 2.18 Acres of Tract A-1 Doc. 2018-2415, O.P.M.C., City and County of Midland, Texas

Property Owner Printed Name: Mark A. Payne		Phone (432) 520-0000 Email mark@mphomes.net	
Address 1603 Idlewilde Dr.	City Midland	State Tx	Zip 79701

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: Parkhill Printed Name: Josh Wallender (PROJ # 43735.24)		Phone (432) 697-1447 Email jwallender@Parkhill.com	
Address 1700 West Wall, Suite 100	City Midland	State Texas	Zip 79701

Current Zoning: Zoned SF-3, TH, MF-22, O2, and AE

Reason for Platting: Bringing multiple housing and business options to the area. Connecting land to Future N Fairgrounds

Plat Information | Total Acreage: 90.43 Ac

Type: ☑ Single-Family Residential ☑ Multi-Family Residential ☑ Commercial ☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 49 | Number of Multi-family Dwelling Units: 17

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): Mark Payne Date: 4-29-25

Property Owner (printed) : Mark Payne

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Mark Payne the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of May, 20 25, to certify which witness my hand and seal of office.

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☑ 1 Copy of Dimensioned Plat	☑ Plat in Digital Format (PDF/JPEG)
☑ Application Fee	☐ 1 Copy of Plat (11x17)	
Check # Invoice		RECEIVED
Received By:	Date: MAY 21 2025	

Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

That I, _____, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

R.P.L.S. #XXXX

PRELIMINARY PLAT

STONEBRIDGE ADDITION SECTION 5

Being an 90.43 Acres of Mark A. Payne Doc. 2013-1557, O.P.R.M.C.
Entire 7.91 Acres of Tract B Doc. 2018-2415, O.P.M.C.
6.85 Acres of Tract A Doc. 2018-2415, O.P.M.C.
Entire 2.18 Acres of Tract A-1 Doc. 2018-2415, O.P.M.C.
City and County of Midland, Texas

N 0 200' 400'

LEGEND

Proposed Easements

SD SD SD Proposed Storm Sewer

Existing Lot Lines

Existing Easements

PLAT NOTES:

1. Selling a portion of this addition by metes and bounds may be a violation of city ordinance and state law and subject to fines and withholding of utilities and building permits.
2. Approval of utilities and by the City of Midland may be required before these lots may be developed or before a building permit may be obtained.
3. Pipe to be with plastic cap set at each corner unless otherwise specified.
4. Initial impact fees will be assessed during the final platting process. Implementation and collection of impact fees will take place during the building permit process. Additional impact fees or increases in fees may not be assessed against the tract unless the number of service units to be developed and/or the Development, Federal Insurance Administration Flood Hazard Boundary Map, community number 480477, sheet number 48329C0087F, revised September 16, 2005, the surveyed property is not located in a special flood hazard area according to the map. The current flood zone classification for the surveyed property is Zone X.

SPECIAL STATE PLANE COORDINATE NOTE

Bearings, distances and coordinates are relative to the Texas State Plane Coordinate System (Central Zone1983 NAD) , with a combined grid factor of 0.9998958 for mean project datum. The theta angle is equal to -00°54'48.39" at USC&GS station "Midland", with published values of N=10,690,154.70 and E=1,746,696.78 in U.S. Survey Feet.

STONEBRIDGE ADDITION SECTION 5

OWNER'S CERTIFICATE

STATE OF TEXAS

COUNTY OF MIDLAND

THE PRESENTS, MARK A. PAYNE, is the record owner of 125.15 Acres of Land Located in Section 35, Block 40, T-1-S T&P RR Co. Survey, City and County of Midland, Texas and more particularly described, known on the plat hereon.

KNOW ALL MEN BY THESE PRESENTS :

That we, MARK A. PAYNE do hereby adopt this plat designating the herein above described property as STONEBRIDGE ADDITION SECTION 5 to the City and County of Midland, Texas, and we do hereby dedicate to the public use, unless otherwise shown, the roadways and the easements shown thereon.

By:

Mark Payne Owner

STATE OF TEXAS :

COUNTY OF MIDLAND, Texas, this the _____ day of _____, by

This instrument was acknowledged before me on Mark Payne on behalf of Mark A. Payne.

Notary Public Signature

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

Oncor Electric Delivery Service (PLEASE PRINT)

AT&T Texas (PLEASE PRINT)

Atmos Energy (PLEASE PRINT)

Optimum (PLEASE PRINT)

Astound Broadband (PLEASE PRINT)

CERTIFICATE OF APPROVAL

For approval by the Commission:

This is to certify that the above and foregoing plat of STONEBRIDGE ADDITION, SECTION 5 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on the _____ day of _____.

Chairman - Abraham Bejil

Secretary - Landon Ochoa

PACKET 10.7

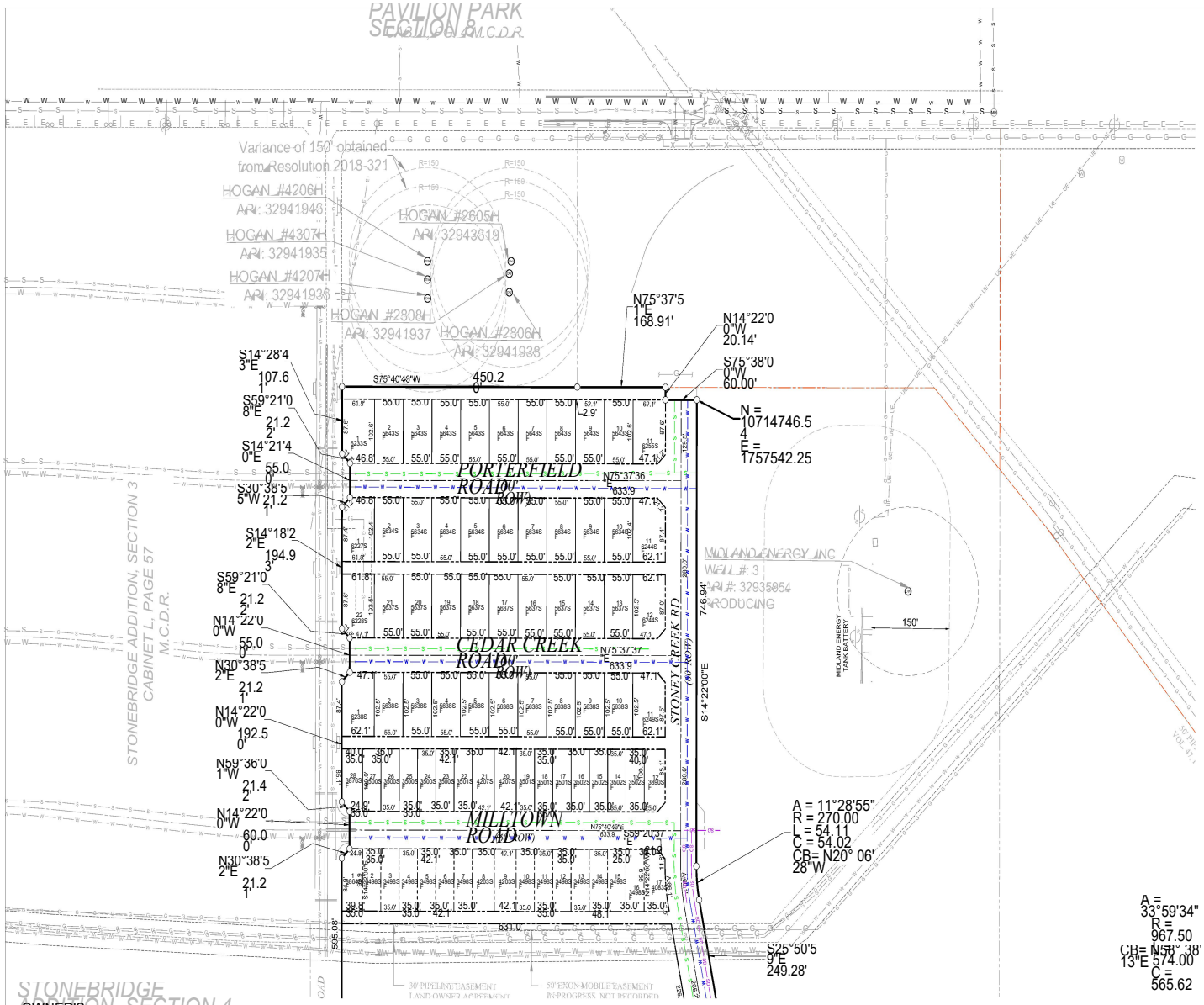
PLAT FILED FOR RECORD MIDLAND COUNTY, TEXAS DATE

June 24, 2025

PARSLEY ENERGY LP
303 Colorado St.
Ste. 3000
Austin, Texas
OWNER/DEVELOPER:
MARK A. PAYNE
1603 Idlewilde Dr.
Midland, Texas
ENGINEER:
Parkhill
1700 W Wall St.,
#100 Midland,
Texas 79701
1447

STONEBRIDGE ADDITION SECTION 5

TBPELS FIRM REGISTRATION NO. 10194091



PRELIMINARY PLAT STONEBRIDGE ADDITION SECTION 5

Being a 125.15 Acre Plat of
2.80 Acres of Mark A. Payne Doc. 2013-15577, O.P.R.M.C.
62.32 Acres of Lawton Heritage LLC Doc. 2017-24781, O.P.R.M.C.
Entire 7.91 Acres of Tract B Doc. 2018-2415, O.P.M.C.
6.85 Acres of Tract A Doc. 2018-2415, O.P.M.C.
Entire 2.18 Acres of Tract A-1 Doc. 2018-2415, O.P.M.C.
City and County of Midland, Texas

N

0 200' 400'

LEGEND

- Proposed Plat Limits
- Proposed Street ROW
- Proposed Platted Lot Lines
- Proposed Easements
- Proposed Center Line Road
- Proposed Sewer Line
- Proposed Water Line
- Existing Lot Lines
- Existing Easements
- Existing Sewer Line
- Existing Water Line
- Existing 1' Contours
- Flood Zone AH

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

That I, _____, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

R.P.L.S. #XXXX

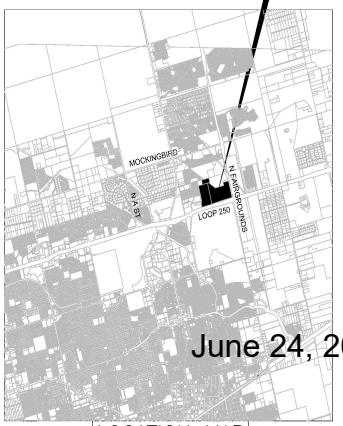
PLAT NOTES:

1. Selling a portion of this addition by metes and bounds may be a violation of city ordinance and state law and subject to fines and withholding of utilities and building permits.
2. Approval of plans by the City of Midland may be required before these lots may be developed or before a building permit may be obtained.
3. 1/2" iron with plastic cap set at each corner unless otherwise specified.
4. Initial impact fees will be assessed during the final platting process. Implementation and collection of impact fees will take place during the building permit process. Additional impact fees or increases in fees may not be assessed against the tract unless and until the number of service units to be developed changes.
5. Per Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, community number 480477, sheet number 48329C0087F, revised September 16, 2005, the surveyed property is not located in a special flood hazard area according to the map. The current flood zone classification for the surveyed property is Zone X.

SPECIAL STATE PLANE COORDINATE NOTE

Bearings, distances and coordinates are relative to the Texas State Plane Coordinate System (Central Zone1983 NAD) , with a combined grid factor of 0.9998958 for rpean project datum. The theta angle is equal to -00°34'49.39" at USC&GS station "Midland", with published values of N=10,690,154.70 and E=1,746,696.78 in U.S. Survey Feet.

STONEBRIDGE SECTION 5



LOCATION MAP

PARSLEY ENERGY LP
303 Colorado St. Ste. 3000
Austin, Texas

OWNER/DEVELOPER:
MARK A. PAYNE
1603 Idlewilde Dr.
Midland, Texas

ENGINEER:
Parkhill
1700 W Wall St., #100 Midland, Texas 79701
432-697-1447

STONEBRIDGE ADDITION SECTION 6

June 24, 2025

Parkhill

TBPELS FIRM REGISTRATION NO. 10194091

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, MARK A. PAYNE, is the record owner of 125.15 Acres of Land Located in Section 35, Block 40, T-1-S T&P RR Co. Survey, City and County of Midland, Texas and more fully described below and hereon.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we, MARK A. PAYNE do hereby adopt this plat designating the herein above described property as STONEBRIDGE ADDITION SECTION 5 to the City and County of Midland, Texas, and we do hereby dedicate to the public use, unless otherwise noted, the streets and easements shown thereon.

By: _____
Mark Payne, Owner

STATE OF TEXAS :
COUNTY OF _____

This instrument was acknowledged before me on _____, _____ by Mark Payne on behalf of Mark A. Payne.

_____
Notary Public Signature

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

Oncor Electric Delivery Service (PLEASE PRINT)

AT&T Texas (PLEASE PRINT)

Atmos Energy (PLEASE PRINT)

Optimum (PLEASE PRINT)

Astound Broadband (PLEASE PRINT)

CERTIFICATE OF APPROVAL

For approval by the Commission:
This is to certify that the above and foregoing plat of STONEBRIDGE ADDITION, SECTION 5 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, this the _____ day of _____, _____.

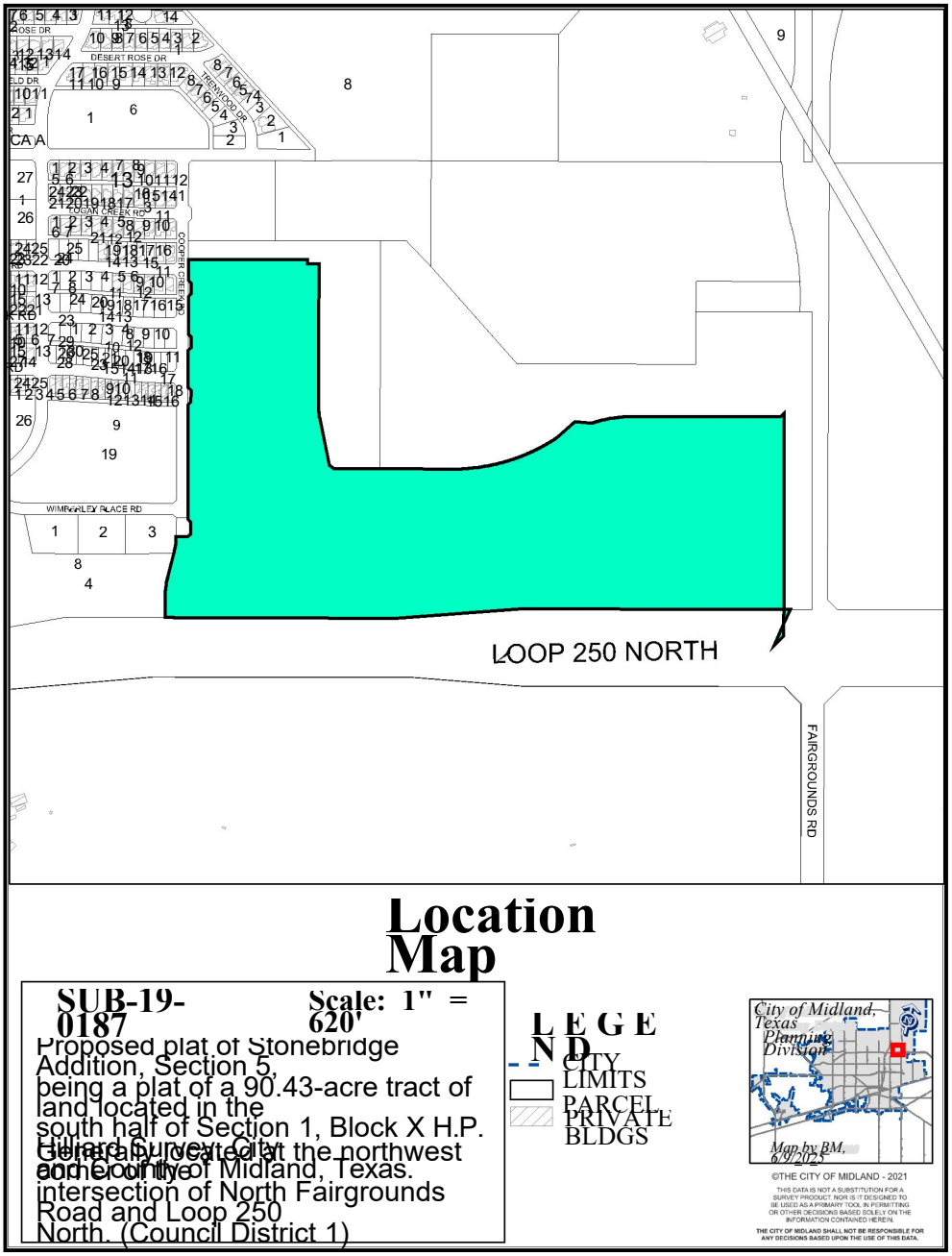
Chairman - Abraham Bejil

Secretary - Landon Ochoa

PLAT FILED FOR RECORD MIDLAND COUNTY, TEXAS

DATE

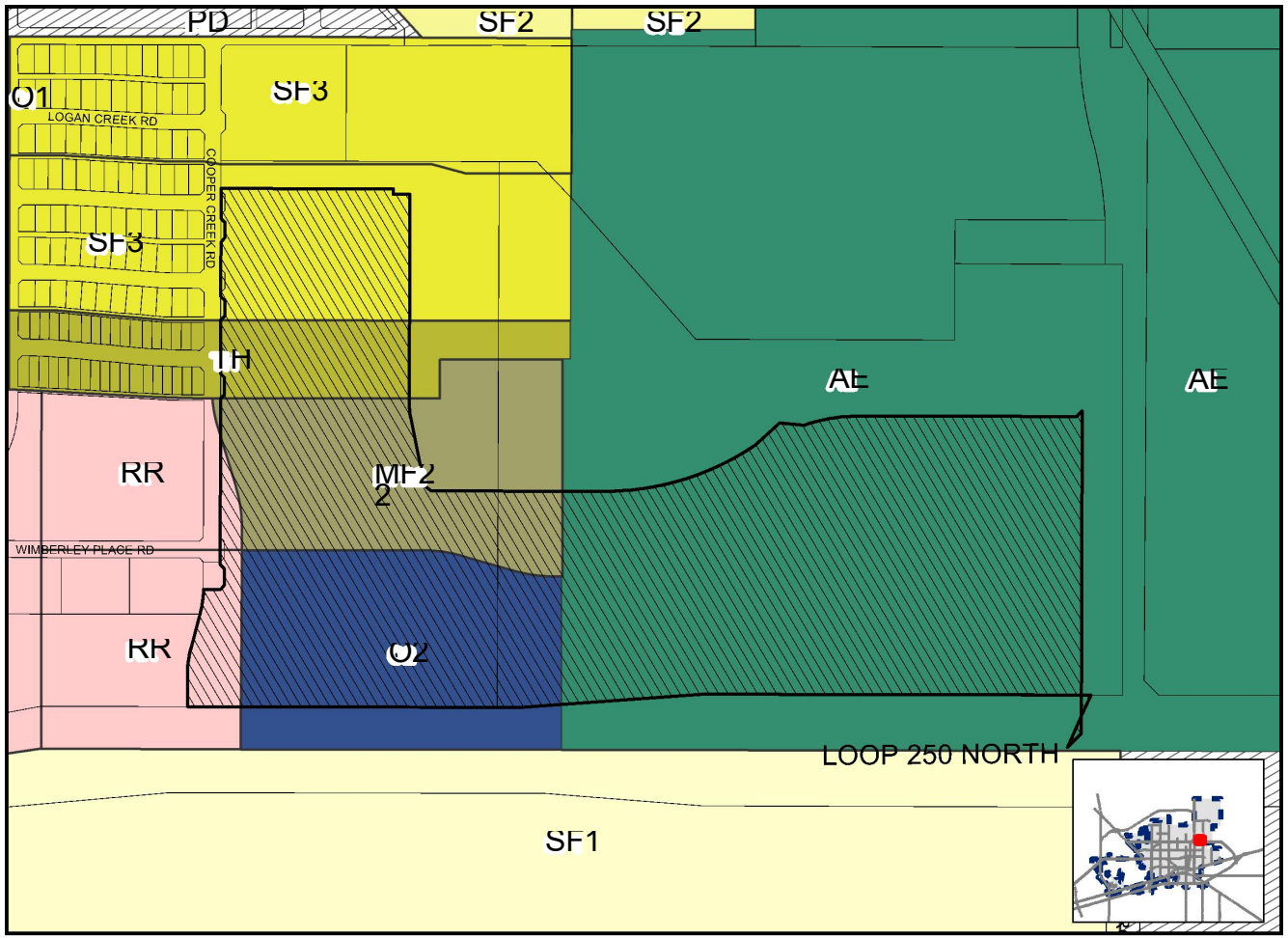
PACKET 10.8



Location Map

SUB-19-0187 **Scale: 1" = 620'**

Proposed plat of Stonebridge Addition, Section 5, being a plat of a 90.43-acre tract of land located in the south half of Section 1, Block X H.P. Hilliard Survey, City of Midland, Texas. Generally located at the northwest corner of the intersection of North Fairgrounds Road and Loop 250 North. (Council District 1)



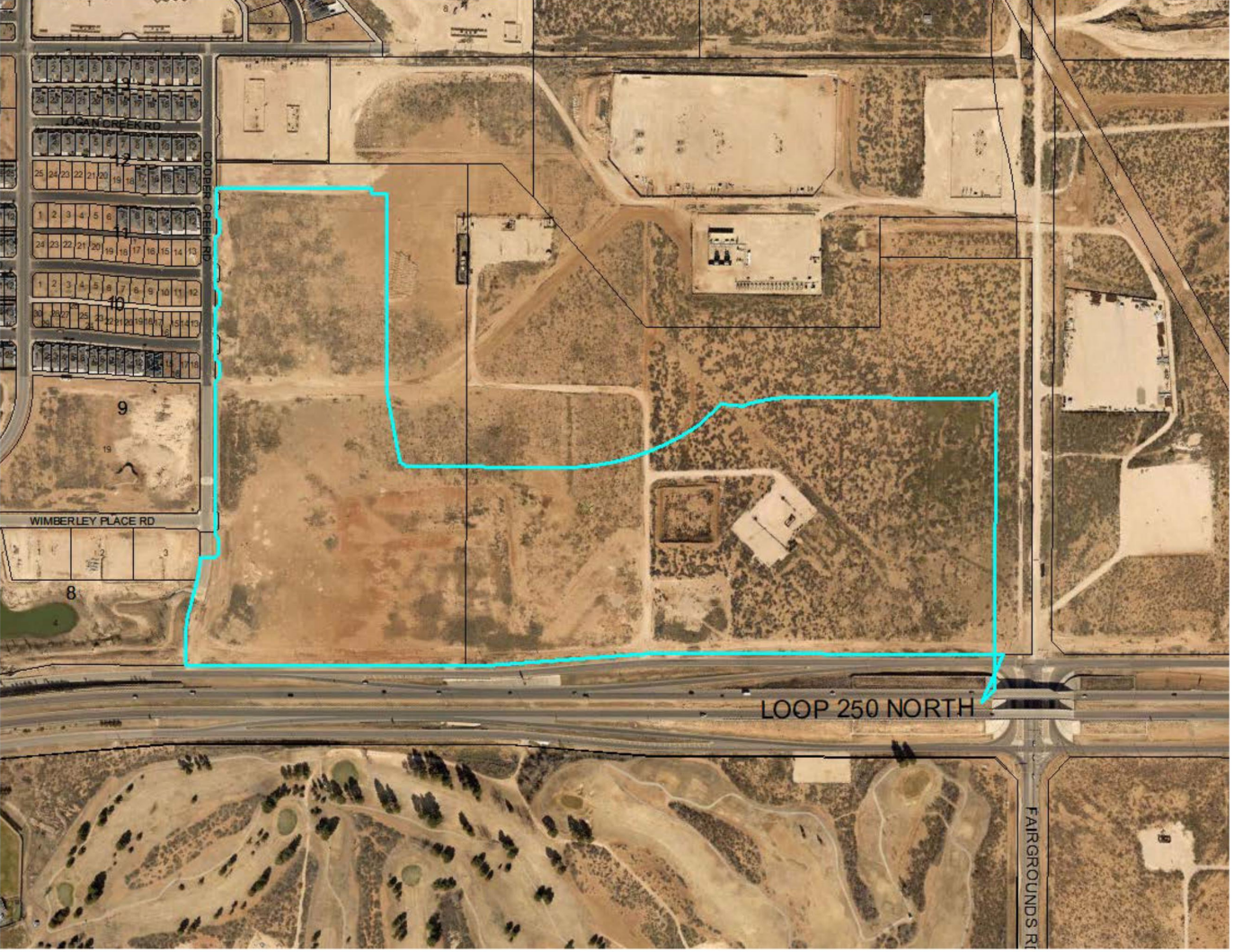
Map by BM, 6/9/2025

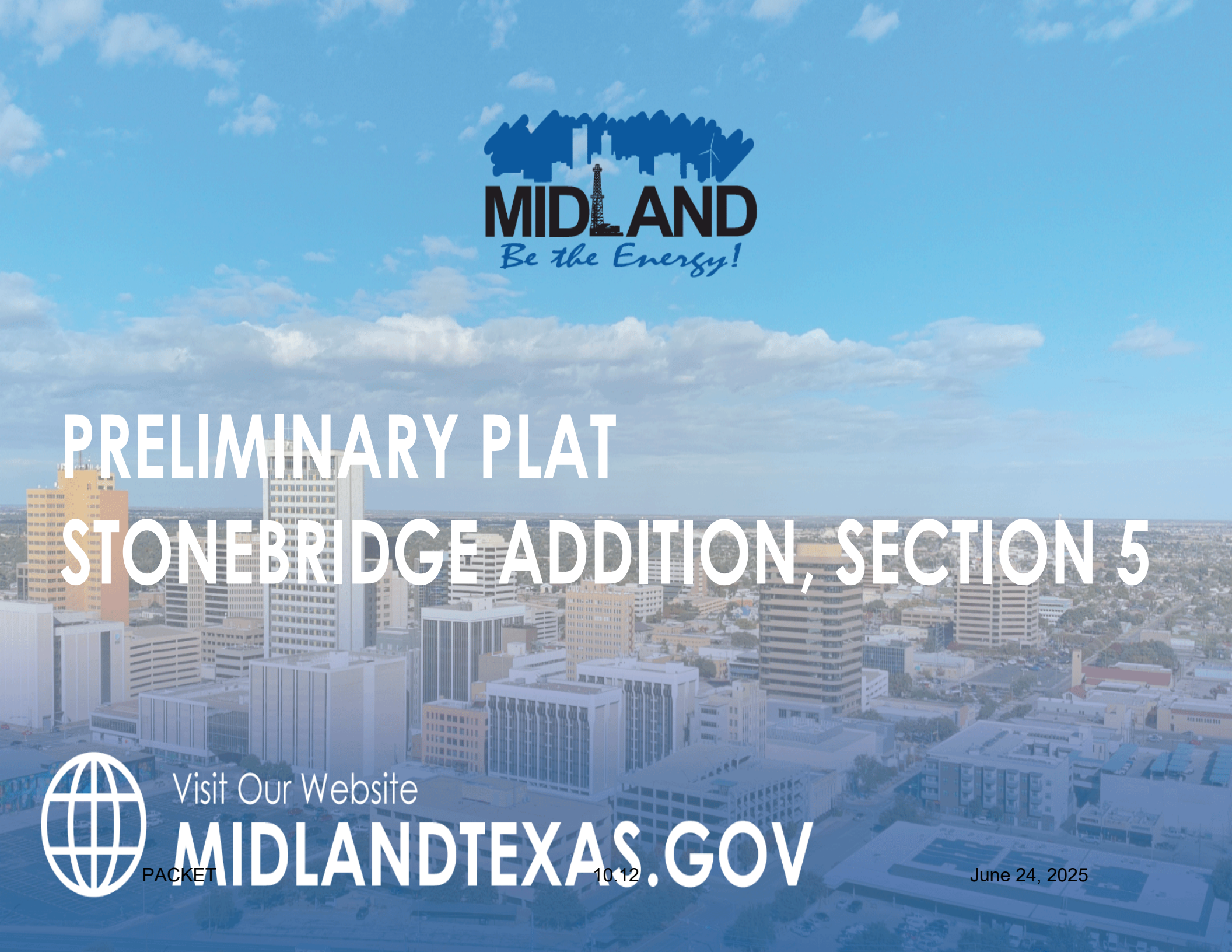
SUB-19-0187

Scale: 1" = 431'

ZONING MAP

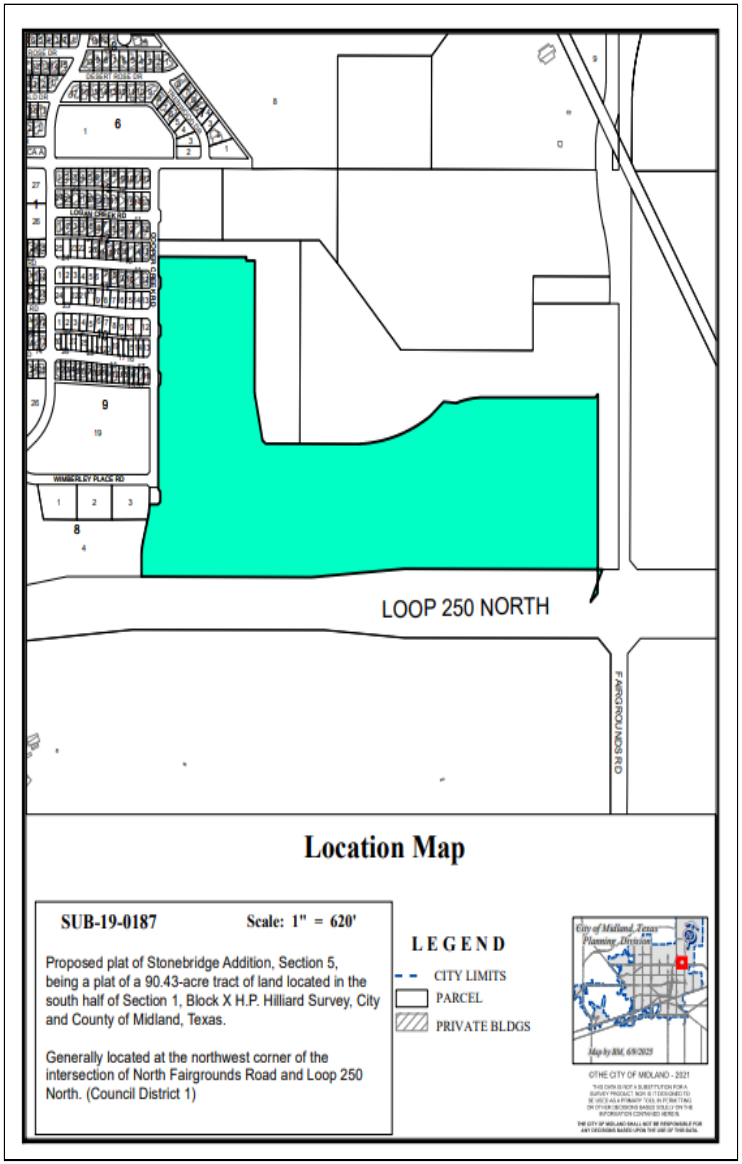
©THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


COOPER CREEK RD
WIMBERLEY PLACE RD
LOOP 250 NORTH
FAIRGROUNDS RD


MIDLAND
Be the Energy!
PRELIMINARY PLAT
STONEBRIDGE ADDITION, SECTION 5
Visit Our Website
MIDLANDTEXAS.GOV

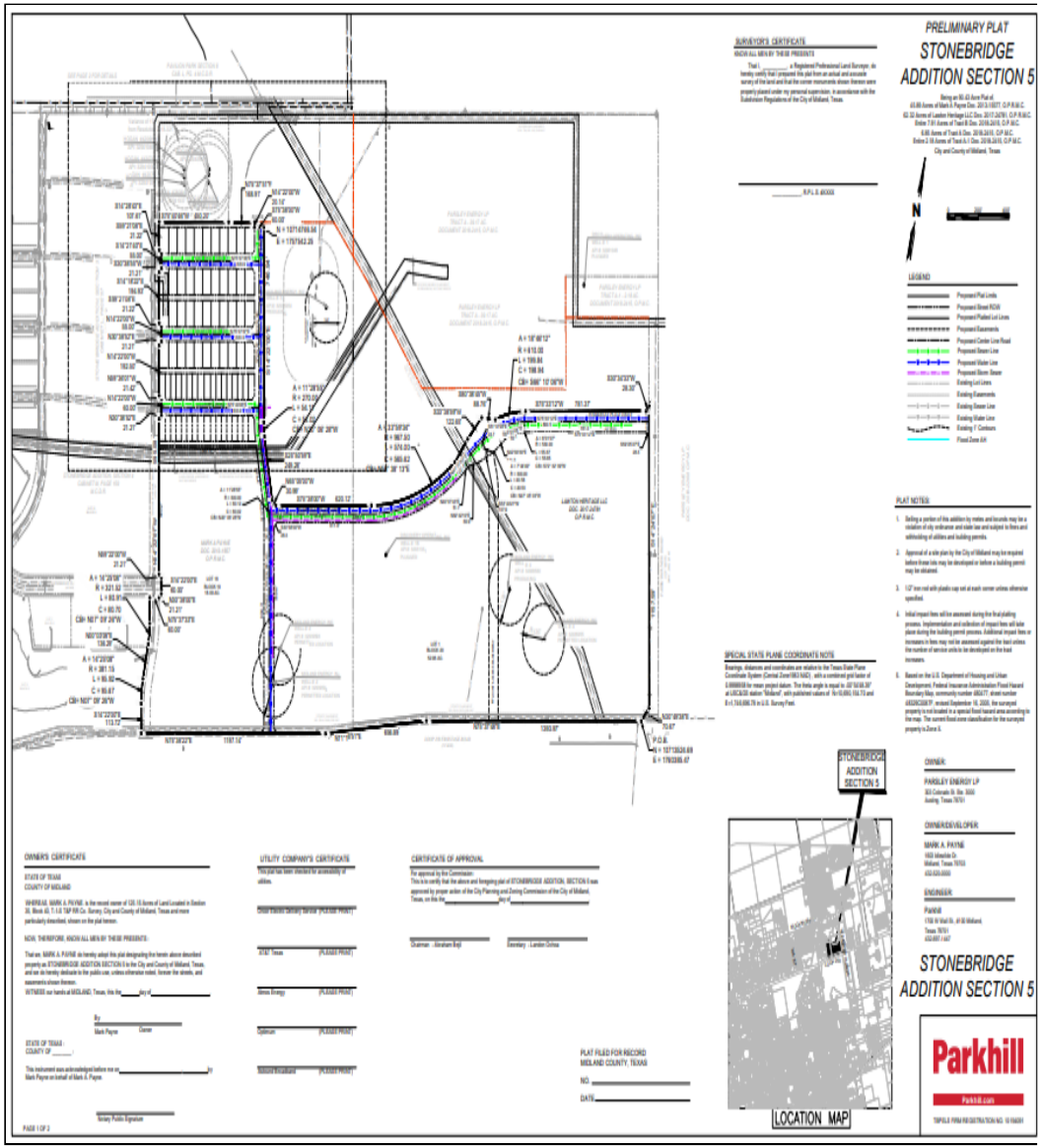
APPLICATION SUMMARY

- **Developer/Property Owner:** Mark A. Payne
- **Representative:** Josh Wallender, with Parkhill
- **Location:** Generally located at the northwest corner of the intersection of North Fairgrounds Road and Loop 250 North. (Council District 1)
- **Reason for Request:** For future commercial and residential development



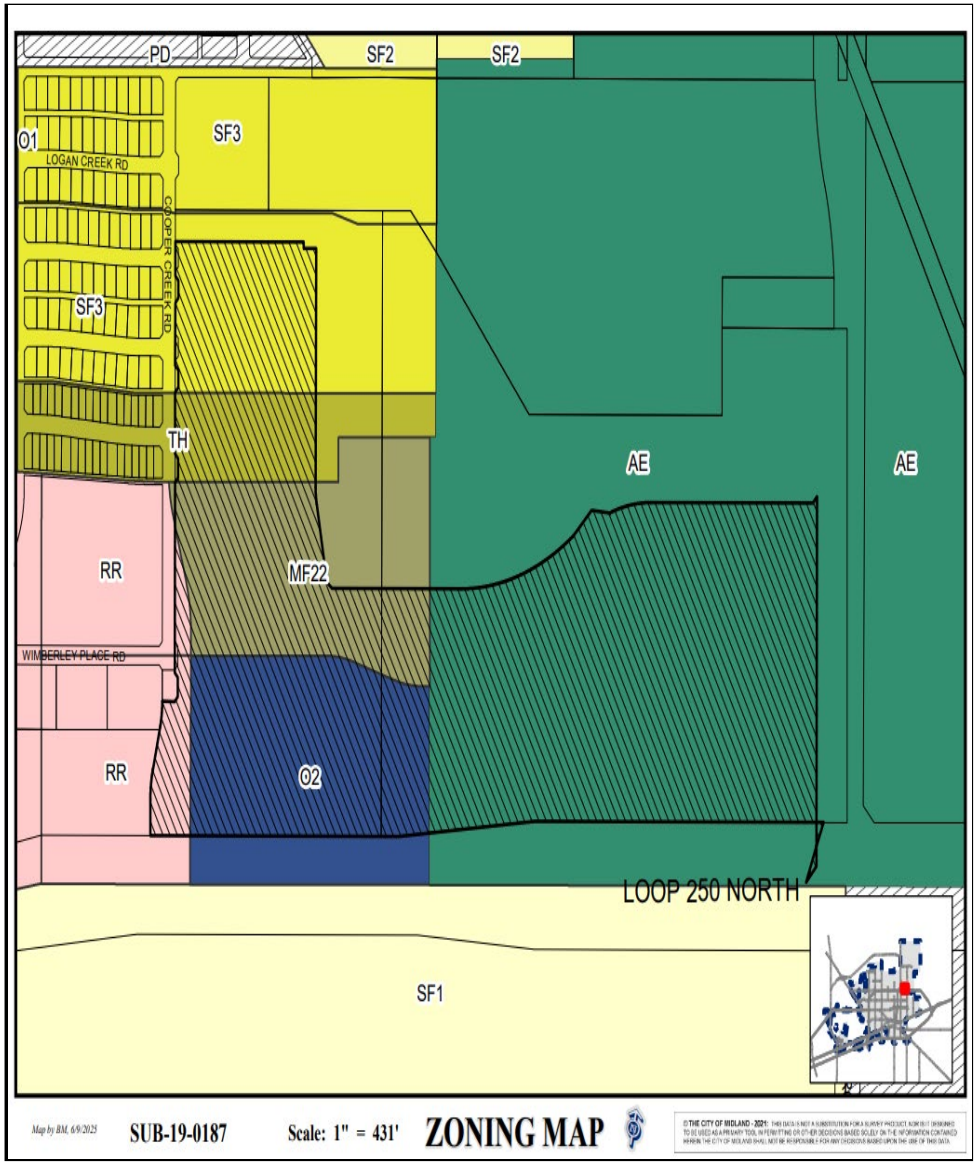
PLAT DETAILS

- **Acreage:** 90.43 acres
- **Number of Existing Lots:** 0
- **Number Proposed Lots:** 49



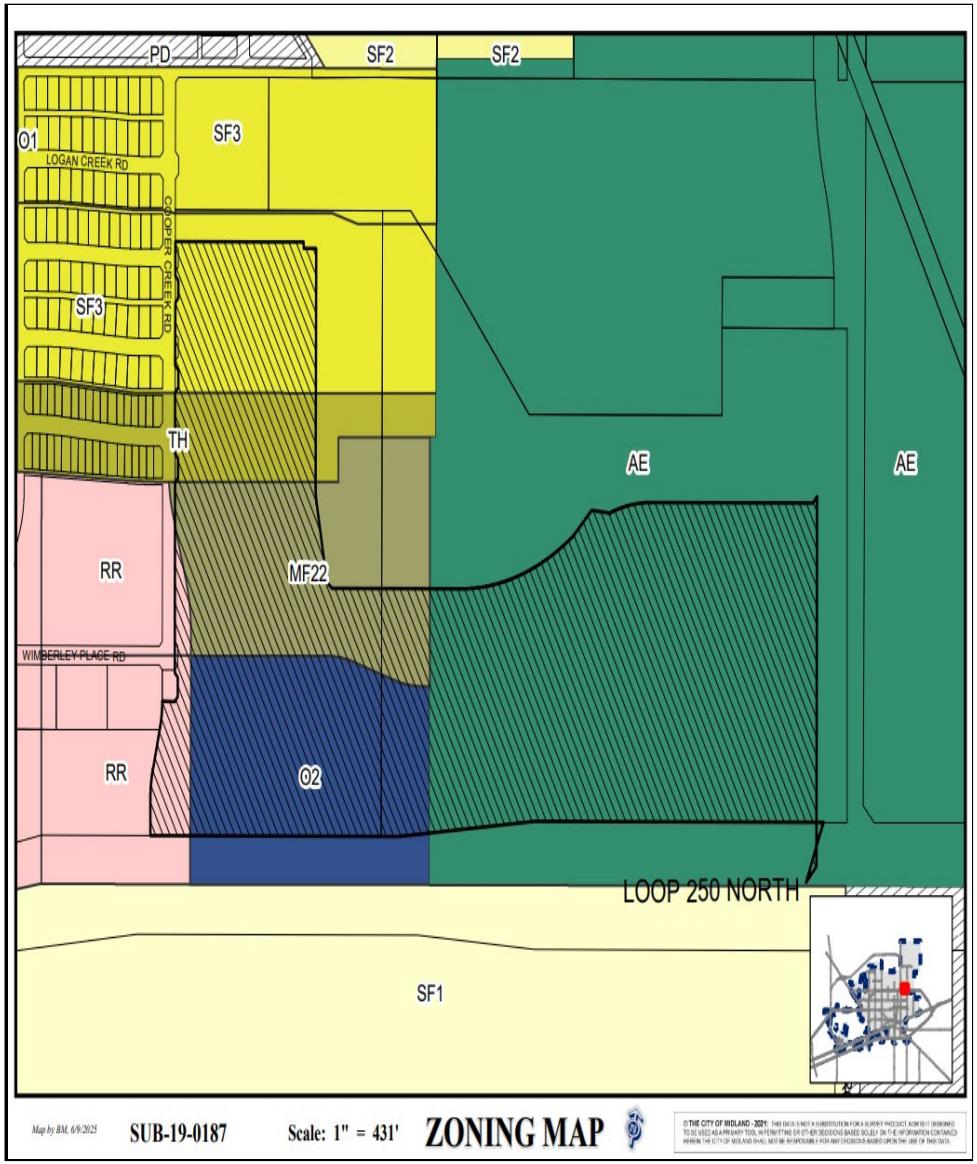
ZONING

- **Current Zoning:** TH, Townhouse (Attached) Dwelling District, RR, Regional Retail District, O-2, Office District, MF-22, Multiple-Family Dwelling District, and AE, Agricultural Estate District
- **Surrounding Zoning:**
  - **North:** AE, Agricultural Estate District, MF-22, Multiple-Family Dwelling District, and SF-3, Single-Family Dwelling District
  - **East:** AE, Agricultural Estate District



ZONING

- **Surrounding Zoning:**
  - **South:** O-2, Office District, AE, Agricultural Estate District, and SF-1, Single-Family Dwelling District
  - **West:** RR, Regional Retail District, TH, Townhouse (Attached) Dwelling District, and SF-3, Single-Family Dwelling District

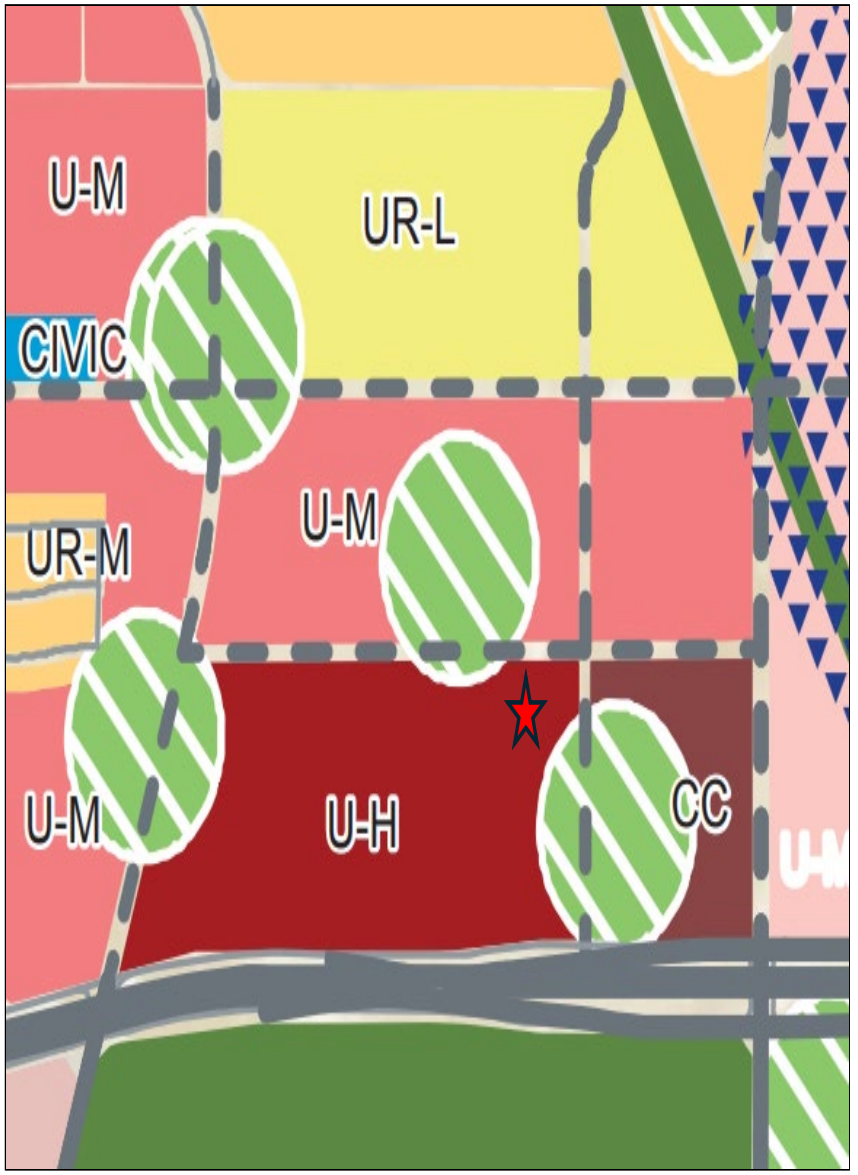


LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North/East:** Vacant
  - **South:** Golf Course
  - **West:** Vacant and Residential
- **Proposed Use:** Residential and Commercial

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Medium (U-M), Urban-High (U-H), and Community Commercial (CC)
- **Supported Uses:** Supports a mix of housing styles including single-family, multi-family and compatible civic uses. Some limited office and convenience commercial within primarily residential areas may be appropriate.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



STAFF'S RECOMMENDATION

- The Planning & Zoning Commission approved the preliminary plat on June 16, 2025.
- Staff recommends approval of this request subject to the following conditions:

A. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]

STAFF'S RECOMMENDATION

B. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].

C. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 11

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A LETTER OF INTENTION FOR THE CITY OF MIDLAND TO BECOME A PARTICIPATING JURISDICTION WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOME INVESTMENT PARTNERSHIP PROGRAM; APPROVING A ONE-TIME CITY SUPPLEMENT IN THE AMOUNT OF $160,474.48; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program had informed the City of Midland Community Development division of available formula funding in the amount of $339,525.52 to be used for low-moderate income and affordable housing initiatives.
To access this funding, The City of Midland must become a Participating Jurisdiction. To become a Participating Jurisdiction and receive HOME formula grant funds, we must provide a one-time only supplement to reach the $500,000.00 participation threshold. Midland's supplement amount is $160,474.48. This amount will need to be appropriated into an internal HOME project account to be used with the $339.525.52 formula funding when received. A letter of intention signed by Mayor Blong is required to be submitted to the HUD HOME program confirming we have internally appropriated and budgeted the supplemental amount of $160,474.48 and we are interested in becoming a HOME Participating Jurisdiction.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in Project 700298 account, and will be transferred and appropriated to a

project for this purpose.

Strategic Priority:

(Quality of Life and Place)

Discussion:

Staff recommends City Council approves the resolution allowing the City of Midland to become a HOME Participating Jurisdiction, internally appropriate and budget $160,474.48, and allowing Mayor Blong to sign the letter of intent to return to HUD's HOME Investment Partnerships Program. Through the HOME Investment Partnerships Program, the City of Midland will be able to provide alternative funding for low-moderate income and affordable housing initiatives for our citizens. This will allow annual CDBG funds that were previously used to support low-moderate income and affordable housing initiatives to be used for other municipal projects. Therefore please consider approving this item.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A LETTER OF INTENTION FOR THE CITY OF MIDLAND TO BECOME A PARTICIPATING JURISDICTION WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOME INVESTMENT PARTNERSHIP PROGRAM; APPROVING A ONE-TIME CITY SUPPLEMENT IN THE AMOUNT OF $160,474.48; AND TRANSFERRING AND APPROPRIATING FUNDS

WHEREAS, the City is eligible to receive available formula funding in the amount of $339,505.52 from the Department of Housing and Urban Development ("HUD") HOME Investment Partnerships Program to be used for low-moderate income and affordable housing initiatives; and

WHEREAS, to access the funding, the City must be a Participating Jurisdiction; and

WHEREAS, to qualify as a Participating Jurisdiction, the City must (i) provide for a one-time supplement to reach a $500,000.00 participation threshold in the HUD HOME Investment Partnership Program and (ii) submit a letter of intention signed by the Mayor to the HUD HOME Investment Partnerships Program confirming that the City's supplement has been appropriated and budgeted; and

WHEREAS, the City's supplement is $160,474.48; and

WHEREAS, the City Council finds it to be in the public interest to appropriate and budget the City's supplement and for the Mayor to execute a letter of intention to be submitted to the HUD HOME Investment Partnerships Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Mayor is hereby authorized and directed to execute and submit a letter of intention to the HUD HOME Investment Partnerships Program confirming that the City's supplement of $160,474.48 has been approved, appropriated, and budgeted.

SECTION TWO. That funding shall be available in Project 700298 and will be transferred and appropriated to a project for this purpose.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and
Development Officer

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

Mayor
Lori Blong

At-Large
Robin Poole

At-Large
John Burkholder

District 1
Brian Stubbs

District 2
John Norman

District 3
Jack Ladd

District 4
Amy Stretcher-Burkes

City Manager
Tommy Gonzalez

June 24, 2025

Department of Housing and Urban Development/
Office of CPD-Fort Worth Regional Office
307 W. 7th St. Suite 1000
Fort Worth, TX 76102

Attn: CeCe A. Peppers-Johnson, SR CPD Representative
Re: Notice of Intent to Become a Participating Jurisdiction of the HOME Program

I, Lori Blong, Mayor of Midland, Texas authorize the City of Midland's intent to join as a Participating Jurisdiction (PJ) in the HOME Investment Partnerships Program through the Department of Housing and Urban Development. We are enthusiastic about the opportunity to enhance our community development initiatives through this collaboration. The City of Midland has budgeted and approved the one-time $160,474.48 supplemental funds needed to meet the HOME participation threshold of $500,000, in anticipation of receiving the allocated $339,525.52 HUD HOME formula funding for fiscal year 2025. This funding allocation and commitment for Midland to join the HOME program as a PJ was approved by council June 24, 2025 under resolution number _____. When awarded, the City of Midland's Community Development division will engage with local stakeholders to identify key areas where HOME funds can make the most impact. We are confident that our participation in the HOME program will significantly benefit our residents by improving affordable housing and fostering economic development.

Respectfully,

Mayor Lori Blong
Mayor
City of Midland, Texas
432-685-7200
lblong@midlandtexas.gov

City Council Meeting

Item Number: 12

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Dr. Whitney Craig, Manager, Health Services

Subject: **MOTION AUTHORIZING THE ACCEPTANCE OF REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF $105,462.00 TO ASSIST THE CITY OF MIDLAND WITH THE FUNDING AND DELIVERY OF PUBLIC HEALTH EMERGENCY PREPAREDNESS NECESSITIES, $150,358.00 TO ASSIST WITH THE FUNDING AND DELIVERY OF IMMUNIZATION SERVICES, AND $111,630.00 TO ASSIST WITH THE FUNDING AND DELIVERY OF LOCAL PUBLIC HEALTH SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID FUNDS INTO THE GENERAL FUND (DISTRICT: ALL) (FIRE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Motion authorizing the acceptance of reimbursement funds from the Texas Department of State Health Services in the following amounts for the following purposes. $105,462.00 to assist the City of Midland Health Services Division (City) with the funding and delivery of Public Health Emergency Preparedness necessities; $150,358.00 to assist the City with the funding and delivery of immunization services; $111,630.00 to assist the City with the funding and delivery of local public health services; authorizing the City Manager or his designee to execute all necessary acceptance documents; and authorizing and directing the City Treasurer to deposit said funds into the general fund.

Recommended City Council Action:

Approve

Fiscal Impact:

$367,450.00 will be appropriated from General Fund unappropriated fund balance and transferred to projects for these purposes.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

City of Midland Health Services is seeking approval for the acceptance of three grants from the state. These funds are instrumental in allowing the City to provide services to the community. The grants are accepted annually, with the exception of the Local Public Health Services grant, which is bi-annual.

Morris William Jr.

City Manager's Office

Docusign Envelope ID: 0935FEBB-DA53-493B-A8B9-1DE04F354751

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001439500040
AMENDMENT NO. 2

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency" or "DSHS") and **CITY OF MIDLAND** ("Grantee"), who are collectively referred to as the "Parties," to that certain Public Health Emergency Preparedness ("PHEP") grant agreement, effective July 1, 2024, and denominated DSHS Contract No. HHS001439500040 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to extend the term of the Contract to exercise the first of four (4) available one-year extension options under the Contract;

WHEREAS, the Parties desire to add funds to the Contract associated with the FY 2026 extension period; and

WHEREAS, the Parties desire to revise certain terms for compliance with applicable law and DSHS policy.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III** of the Contract, **DURATION**, is amended to reflect a revised termination date of **June 30, 2026.**

2. **SECTION V** of the Contract, **BUDGET AND INDIRECT COST RATE** is hereby amended to increase funding in the amount of $116,008.00 for FY 2026. The total not to exceed amount of this Grant Agreement is increased to $232,016.00. All expenditures under the Grant Agreement must be within the identified FY, and in accordance with **ATTACHMENT B.1, FY2026 BUDGET**.

   The total not-to-exceed amount includes the following:

Increase in Federal Funds: $105,462.00	Total Federal Funds: $210,924.00
Increase in State Funds: $0.00	Total State Funds: $0.00

3. **SECTION VI** of the Contract, **NOTICE TO PROCEED** is hereby deleted in its entirety and replaced with the following:

   Funding for this Grant Agreement is available each FY, which is the period of July 1, through June 30, for the contract term in Section III, Duration, and is dependent on the award of the applicable federal grant. No work may begin, and no charges may be incurred until DSHS issues a written Notice to Proceed ("NTP") to Grantee for each FY. Although

Docusign Envelope ID: 0935FEBB-DA53-493B-A8B9-1DE04F354751

the NTP may issue a budget amount less than the total not to exceed amount of the Grant Agreement, the NTP must not effectuate a total budget of the Grant Agreement that results in a total not to exceed Grant Agreement amount that exceeds the amount specified in **Section V, Budget and Indirect Cost Rate,** of the Grant Agreement. Such changes to total not to exceed amount specified in the Grant Agreement must be effectuated by amendment. Any expenditures made beyond the dollar amounts specified in the NTP(s) will be at Grantee's sole risk. Notwithstanding the preceding, at DSHS's discretion, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR § 200.309.

4. **SECTION VII** of the Contract, **REPORTING REQUIREMENTS** is hereby supplemented with the addition of the following:

Grantee shall submit the reports for FY2026, as identified in the table below, and as outlined in **ATTACHMENT A.2, FY2026 STATEMENT OF WORK**, by the due dates and submission methods specified therein. DSHS may add contractual requirements and revise reporting due dates throughout the term of this Grant Agreement to comply with modifications made to the federal grant award.

Report	**Frequency**	**Project FY 2026 Due Date(s)**	**DSHS Email or System to Submit Report**
Financial Status Report - Biannual (See **SECTION I(V)(10)** of **ATTACHMENT A.2, FY 2026 STATEMENT OF WORK**)	FSRs are due biannually. The first FSR is due on the last day of the month following the first FSR period. The second FSR is due on the last day of the month, thirty (30) calendar days after the contract end date and following the second FSR period.	January 31, 2026 July 30, 2026	invoices@dshs.texas.gov; fsrgrants@dshs.texas.gov; copy to the System Agency representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of the Grant Agreement
Invoices/Requests for Reimbursement **(See SECTION III(A) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)**	The last business day of the month following the month in which expenses were incurred AND thirty (30) calendar days following the expiration date of the Grant Agreement.	August 29, 2025 September 30, 2025 October 31, 2025 November 28, 2025 December 31, 2025 January 30, 2026 February 27, 2026 March 31, 2026 April 30, 2026 May 29, 2026 June 30, 2026 July 30, 2026	invoices@dshs.texas.gov; CMSinvoices@dshs.texas.gov; copy to the System Agency representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of the Grant Agreement
Property Inventory Report (Form GC-11) **(See SECTION I(U)(3) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)**	Once per FY	October 15, 2025	FSOequip@dshs.texas.gov; copy to the System Agency representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of the Grant Agreement

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Initial Work Plan **(See SECTION I(V)(1) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)**	Once per FY	July 31, 2025	Qualtrics System
Jurisdictional Risk Assessment (JRA) **(See SECTION I(V)(2) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)**	Once per FY	June 15, 2026	Qualtrics System
Capacity Indicators **(See Section I(V)(3) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)**	Once per FY	July 31, 2025	Qualtrics System
Multi-Year Integrated Preparedness Plan ("MYIPP") **(See SECTION I(V)(4) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)**	Once per FY	May 1, 2026	Qualtrics System
After-Action Review/Improvement Plan ("AAR/IP") **(See SECTION I(V)(5) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)**	Once per FY	No later than 120 days after the exercise or by June 30, 2026	Qualtrics System
Programmatic Mid-Year Performance Report **(See SECTION I(V)(6) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)**	Once per FY	January 31, 2026	Qualtrics System
Programmatic End-of-Year Performance Report **(See SECTION I(V)(7) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)**	Once per FY	July 30, 2026	Qualtrics System
Jurisdictional Evaluation Tool (JET) – Only for Regions 7 & 8. **(See Section I(V)(8) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)**	Once per FY	June 30, 2026	Qualtrics System

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Capacity Indicators Survey – Only for Regions 1, 2/3, 4/5N, 6/5S, 9/10, & 11 **(See SECTION I(V)(9) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)**	Once per FY	July 31, 2025	Qualtrics System

5. The Contract is amended to add **ATTACHMENT A.2 FY2026 STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Contract for all purposes.

6. **ATTACHMENT B** of the Contract, **FY2025 BUDGET** is hereby deleted in its entirety and replaced with **ATTACHMENT B.1 FY2026 BUDGET**, which is attached to this Amendment and incorporated into the Contract for all purposes.

7. **ATTACHMENT C** of the Contract, **HHS CONTRACT AFFIRMATIONS, VERSION 2.3, EFFECTIVE AUGUST 2023** is hereby deleted in its entirety and replaced with **ATTACHMENT C.1 HHS CONTRACT AFFIRMATIONS, VERSION 2.5, EFFECTIVE NOVEMBER 2024**, which is attached to this Amendment and incorporated into the Contract for all purposes.

8. **ATTACHMENT D** of the Contract, **HHS UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.3. EFFECTIVE NOVEMBER 2023** is hereby deleted in its entirety and replaced with **ATTACHMENT D.1 HHS UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.5, EFFECTIVE SEPTEMBER 2024**, which is attached to this Amendment and incorporated into the Contract for all purposes.

9. **ATTACHMENT F** of the Contract, **FY2025 FFATA** is hereby supplemented to add **ATTACHMENT F.1 FY2026 FFATA**, which is attached to this Amendment and incorporated into the Contract for all purposes.

10. This Amendment is effective immediately upon execution by the last party to sign below. Operations and funding for Fiscal Year 2026 begins on July 1, 2025. Except as modified by this Amendment, all existing terms of the Contract, including the current Statement of Work, shall remain in full force and effect until and unless modified by written agreement of the Parties.

11. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

12. Any further revisions to the Contract shall be by written agreement of the Parties.

13. Each Party represents and warrants that the person executing this Amendment No. 2 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 2
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001439500040

DEPARTMENT OF STATE HEALTH SERVICES	**CITY OF MIDLAND**
By: _____	By: Signed by: Whitney Craig, DrPH, MPH 83EBFB35036D49F...
Name: _____	Name: Whitney Craig, DrPH, MPH
Title: _____	Title: Health Services Manager
Date of Execution: _____	Date of Execution: June 2, 2025

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ATTACHMENT A.2
FY2026 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

A. Grantee shall perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement between the Centers for Disease Control and Prevention ("CDC") and the Department of State Health Services ("System Agency") to advance public health emergency preparedness.

B. Grantee shall perform the activities required under this Contract in the following cities, counties, or groups of counties (cumulatively, Grantee's "Jurisdiction"): Midland.

C. Grantee shall provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.

D. Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee's Jurisdiction. At minimum, the Grantee shall ensure the following public health emergency preparedness capabilities are all addressed in their workplan over by FY29:

1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short-term and long-term.
2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System ("NIMS").
4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information, as well as the issuing of public health alerts to all levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

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7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Non-pharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing non-pharmaceutical interventions in response to the needs of an incident, event, or threat. Non-pharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens, and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and

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recovery activities during pre-deployment, deployment, and post-deployment.

E. Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee's Jurisdiction. CDC released the Public Health Response Readiness Framework that defines excellence in response operations. The Grantee shall be knowledgeable of these items and ensure the items are addressed throughout the deliverables:

1. Prioritize a risk-based approach – to all-hazards planning that addresses evolving threats and supports medical countermeasure logistics.
2. Enhance partnerships – (federal and nongovernmental organizations) to effectively support community preparedness efforts.
3. Expand local support – to improve jurisdictional readiness to effectively manage public health emergencies.
4. Improve administrative and budget preparedness systems – to ensure timely access to resources for supporting jurisdictional responses.
5. Build workforce capacity – to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health.
6. Modernize data collection and systems – to improve situational awareness and information sharing with healthcare systems and other partners.
7. Strengthen risk communications activities – to improve proficiency in disseminating critical public health information and warnings and address mis/disinformation.
8. Incorporate practices – to enhance preparedness and response support for communities experiencing differences in health status due to structural barriers.
9. Advance capacity and capability of public health laboratories – to characterize emerging public health threats through testing and surveillance.
10. Prioritize community recovery efforts – to support health department reconstitution and incorporate lessons learned from public health emergency responses.

F. Grantee shall match funds awarded under this Grant Agreement with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions ("match") may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that apply to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 Code of Federal Regulations (CFR) 74.23 and 45 CFR 92.24, as amended.

Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as outlined in **ATTACHMENT B.1, FY2026 BUDGET**. "Cash match" is defined as an expenditure of cash by the Grantee on allowable costs under this Grant Agreement that are borne by the Grantee. "In-kind match" is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Grant Agreement's project, and that are contributed by non-federal third parties without charge to the Grantee. The criteria for a match must:

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1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the Grantee's (or subgrantee's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
5. Not be included as contributions toward any other federally assisted project or program (match can count only once);
6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Grant Agreement term.

G. Grantee shall in the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the Grantee's Jurisdiction, to the affected area of the state upon receipt of a written request from System Agency.

H. Grantee shall, in the event of a local, state, or federal incident, emergency or disaster, have the option to request from DSHS the United States Department of Health and Human Services (HHS) emPower Individual Data Set (hereinafter, the "CMS data") for PHEP services. To access CMS data, Grantee shall submit to DSHS a written request that describes how the CMS data will be used to perform emergency planning for identifying, and/or conducting outreach to at-risk Medicare beneficiaries to ensure they have the necessary medical resources and assistance throughout and during recovery from the incident, emergency or disaster. DSHS reserves the right to request additional information from Grantee. DSHS will review Grantee's request and provide a written approval or denial.

Grantee's access to and use of the CMS data and any derivative data is provided to allow Grantee to perform specified and DSHS-approved public health activities under the Contract.

When accessing the CMS data or derivative data, Grantee shall:

1. Ensure Confidential Information is handled in compliance with the HHS Data Use Agreement and the Centers for Medicare and Medicaid Services Data Use Agreement and any associated DUA Addendum;
2. Employ appropriate administrative, technical, and physical safeguards to protect the confidentiality of the CMS data and/or derivative data. Such protections shall include, but not be limited to measures that prevent unauthorized use or access to or use of such data, logon protocols and passwords for electronic access to such data, encryption of such data at rest and in transit, permanent deletion of internet histories when using third party

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resources, and redaction of information when fully identifiable information is not required, and the use of sufficient overwriting to ensure permanent deletion of electronic copies of such data or the physical destruction of such data in accordance with terms of this section;

3. Only utilize CMS data and derivative data to perform public health activities and only for the purposes specifically requested and approved by DSHS and not for any other purpose;
4. Ensure CMS data or derivative data is not entered into any type of registry, unless approved in writing by DSHS;
5. Destroy all source data and derivative data within 30 calendar days from the date of disclosure. In the event the incident, emergency, or disaster extends past the 30 calendar days, Grantee may request a 30-day extension to continue the response and outreach by submitting a written request to DSHS with justification for the continued use of the data. Grantee shall submit written attestation to DSHS certifying that destruction of all data was completed;
6. Ensure Grantee staff who have access to CMS data or any derivative data complete HIPPA training prior to accessing any data set. Grantee shall produce evidence of completed training to DSHS upon request;
7. Ensure Grantee staff who have access to CMS data or any derivative data obtain role-based access to the CMS data or any derivative data; and
8. Attest that each staff member accessing the CMS data does not have a criminal background or disqualifying criminal history record information or is not otherwise prohibited from accessing the CMS data as set forth in state or federal law or rule, including CMS requirements.

I. Grantee shall coordinate activities and response plans within Grantee's Jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

J. Grantee shall inform System Agency in writing if Grantee will not continue performance under this Grant Agreement within thirty (30) calendar days of receipt of System Agency's notification of an amended standard(s) or guideline(s). In such event, System Agency may terminate this Grant Agreement immediately or within a reasonable period of time, as determined by System Agency.

K. Grantee shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Grant Agreement, including partial full-time employees and temporary staff.

L. Grantee shall complete and submit programmatic reports as directed by DSHS in a format specified by DSHS and as needed to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b and c), as amended. Grantee must provide DSHS other reports, including financial reports, that DSHS determines necessary to accomplish the objectives of this Contract and to monitor compliance.

M. Grantee shall conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program ("HSEEP") guidance. Have plans, processes, and training in place to meet NIMS compliance requirements.

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N. Grantee shall, when using volunteers during the Grant Agreement term, designate a Texas Disaster Volunteer Registry ("TDVR") State Emergency System for the Advanced Registration of Volunteer Health Professionals ("ESAR-VHP") System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.

O. Grantee shall coordinate all planning, training, and exercises performed under this Grant Agreement with other Local Health Entities, the Texas Division of Emergency Management ("TDEM"), or other points of contact at the discretion of System Agency, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

P. Grantee shall coordinate all risk communication activities with the System Agency Communications Unit by using System Agency's core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.

Q. Grantee shall work with the DSHS Public Health Region and their Regional Health Care Coalition to develop comprehensive preparedness strategies by participating in meetings, trainings, and exercises.

R. Grantee shall comply with all state and System Agency guidance and standards, including the following:

Texas Grant Management Standards, located at the following URL, https://comptroller.texas.gov/purchasing/grant-management/.

S. Grantee shall comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:

1. Texas Government Code Chapter 418;
2. Public Law 116-22, Pandemic and All-Hazards Preparedness and Advancing Innovation Act ("PAHPAI");
3. Public Law 109-417 Pandemic and All-Hazards Preparedness Act ("PAHPA");
4. Texas Health and Safety Code Chapter 81;
5. Section 319 C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended; and
6. 2 CFR Part 200.

T. Grantee shall comply with all requirements related to purchases made with grant funds and uses of grant funds under this Grant Agreement. The requirements regarding purchases made with grant funds and uses of grant funds under this Grant Agreement include the following:

1. Grantee may not use funds for research, clinical care, fundraising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff,

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purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible.

2. Grantee may not use funds made available under this Contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
3. Grantee must initiate the purchase of all equipment approved in writing by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase equipment must be submitted to the assigned System Agency Contract Representative.
4. At the expiration or termination of this Grant Agreement for any reason, title to any remaining equipment and supplies purchased with funds under this Grant Agreement reverts to System Agency. Title may be transferred to another party at the sole discretion of System Agency. System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
5. Grantee shall not use System Agency funds to lease buildings or real property without prior written approval from System Agency. Further, Grantee shall not use System Agency funds for the purchase of buildings or real property under any circumstance.
6. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls.
7. System Agency will monitor Grantee's expenditures on a monthly basis. If expenditures are below the amount projected in Grantee's total FY amount, Grantee's budget may be subject to a decrease for the remainder of the FY.

U. Grantee shall comply with requirements related to the cost reimbursement budget under this Grant Agreement. The cost reimbursement budget requirements include the following:

1. Grantee's approved cost reimbursement budget must document all approved and allowable expenditures.
2. Grantee shall only utilize funding under this Grant Agreement for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented in the approved cost reimbursement budget, Grantee shall notify the System Agency Contract Representative, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification whether the requested expense is approved or denied.
3. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to **FSOequip@dshs.texas.gov**, with a copy to the assigned System Agency Contract Representative by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $10,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

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V. Grantee shall comply with the reporting requirements and due dates established in this **ATTACHMENT A.2, FY2026 STATEMENT OF WORK** and **SECTION VII, REPORTING REQUIREMENTS**, of the Contract Signature Document. Unless stated otherwise in this Grant Agreement, Grantee must submit the reports via Qualtrics, a web-based system, according to instructions provided by System Agency. Programmatic reports satisfy the information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072(b) and (c). The reporting requirements include the following:

1. Grantee must prepare an **Initial Work Plan** each FY and submit it to System Agency via Qualtrics, using a URL provided by System Agency. For FY2026, Grantee must submit the Initial Work Plan to System Agency by **July 31, 2025**. This requirement must be reviewed and approved by System Agency to receive credit.
2. Grantee must prepare and submit a **Jurisdictional Risk Assessment (JRA)** to System Agency via Qualtrics, using a URL provided by System Agency. For FY2026, Grantee must submit a Jurisdictional Risk Assessment to System Agency by **June 15, 2026**. Must include disproportionately impacted populations or access and functional needs. Previously completed JRAs can be submitted if they are not more than 5 years old. The next JRA will be due within the next 5 years from the submitted JRA date. This requirement must be reviewed and approved by System Agency to receive credit.
3. Grantee must prepare and submit a self-assessment on **Capacity Indicators** each FY via Qualtrics. For FY2026, Grantee must submit the Capacity Indicators Form to System Agency by **July 31, 2025**. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Capacity Indicators Form. This requirement must be reviewed and approved by System Agency to receive credit.
4. Grantee must prepare and submit a current **Multi-Year Integrated Preparedness Plan ("MYIPP")** each FY, which must include at least five (5) years of progressive exercise, planning and training, to System Agency via Qualtrics. For FY2026, Grantee must submit the MYIPP to System Agency by **May 1, 2026**. The MYIPP must be based on the results of the Grantee's training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:
    a) Summary of the MYIPP Workshop;
    b) The proposed location, month(s), and year(s) of future exercise(s);
    c) The type(s) of future exercise(s) that will take place; and
    d) The partnering entities.

    MYIPP must include one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G, LOC-B), and recovery operations (REC-A). This requirement must be reviewed and approved by System Agency to receive credit.
5. Grantee must implement an exercise program to include three (3) discussion-based exercises and one (1) Functional or Full-Scale Operational Exercise over the five (5) year Performance Period. This includes completing After Action Reports (AAR), Corrective Action and Improvement Plans. The exercises should utilize scenarios that meet your priority jurisdictional risks identified in the JRA. Submit the **After-Action Review/Improvement Plan ("AAR/IP")** for each exercise no later than 120 days after the

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exercise or by **June 30, 2026** via Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.

6. For FY2026, the Grantee must submit the **Programmatic Mid-Year Performance Report** to the System Agency by **January 31, 2026**, via Qualtrics. The System Agency will provide a template to the Grantee, which will identify the information that the Grantee must provide in its Programmatic Mid-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.
7. For FY2026, the Grantee must submit the **Programmatic End-of-Year Performance Report** to the System Agency by **July 30, 2026**. The System Agency will provide a template to the Grantee to identify the information that the Grantee must provide in its Programmatic End-of-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.
8. For FY2026, the Grantee located in DSHS Public Health Regions **7** and **8** must submit the **Jurisdictional Evaluation Tool (JET)** to the System Agency by **June 30, 2026**. The System Agency will provide a template to the Grantee to be completed using Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
9. Grantees in DSHS Public Health Regions **1, 2/3, 4/5N, 6/5S, 9/10**, and **11** must complete and submit the **Capacity Indicators Survey** in Qualtrics by **July 31, 2025**. There will be an additional section pertaining to the JET. The System Agency will provide a template to the Grantee to be completed using Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
10. Grantee must submit biannual **Financial Status Reports (FSRs)**. Grantee's FSRs are due biannually. The first FSR is due on the last day of the month following the first FSR period. The second FSR is due on the last day of the month, thirty (30) days after the contract end date and following the second FSR period. The first FSR, for the period July 1, 2025, through December 31, 2025, is due by **January 31, 2026**. The second FSR, for the period January 1, 2026, through June 30, 2026, is due by **July 30, 2026**. Grantee shall electronically submit FSRs to invoices@dshs.texas.gov and fsrgrants@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement. If the System Agency determines Grantee needs to submit FSR reports by mail or fax, Grantee must send the required information as follows:

    a. For submission by mail, use address below:
    Department of State Health Services
    Claims Processing Unit
    P.O. Box 149347, MC 1940
    Austin, TX 78714-9347

    b. For submission by fax, use the number below:
    (512) 458-7442

11. Grantee must maintain an inventory of equipment, supplies defined as "Controlled Assets" (see definition in the form titled, "DSHS Contractor's Property Inventory Report (Form GC-11)," link below), and real property. Grantee shall submit an annual cumulative report of the above stated items on Form GC-11, located at the following URL: https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract-

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management-section-prevention. Grantee will submit the Form GC-11, via email, to FSOequip@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, no later than October 15th of each calendar year.

12. Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
13. The Grantee must immediately notify the System Agency in writing if the Grantee is legally prohibited from providing any report required under this Grant Agreement.

II. PERFORMANCE MEASURES

A. System Agency will monitor the Grantee's performance of this Statement of Work requirements and compliance with the Grant Agreement's terms and conditions.

B. Grantee must adhere to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these requirements may result in the System Agency withholding a portion of the current Fiscal Year PHEP A.2 award.

C. Upon request by the System Agency, the Grantee shall reasonably revise any performance measure to the System Agency's satisfaction and with the requirements outlined in this Grant Agreement.

III. INVOICE AND PAYMENT

A. Grantee shall request monthly payments by the last business day of the month following the month in which expenses were incurred and shall use the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) located at http://www.dshs.texas.gov/grants/forms.shtm. Grantee's final invoice will be due thirty (30) calendar days following the expiration date of the Grant Agreement. The System Agency will issue reimbursement payments to the Grantee monthly for reported actual cash disbursements supported by adequate documentation.

Invoice approval and payment is contingent upon receipt of adequate supporting documentation and submittal of acceptable supporting documentation by electronic mail to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Signature Document.

At a minimum, every invoice should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
2. DSHS Contract or Purchase Order number;
3. Identification of service(s) provided;
4. The total invoice amount; and
5. Any additional supporting documentation that is required by this Statement of Work

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or as requested by System Agency.

B. System Agency will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B.1, FY2026 BUDGET**, of this Grant Agreement. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the FY.

C. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. DSHS will monitor Grantee's expenditures on a biannual basis. If expenditures are below the amount projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds. Grantee must report position vacancies to their assigned Contract Manager each month until the position is filled.

D. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total funds allotted per FY. All advances must be expended by the end of the FY. Advances not expended by the end of the Grant Agreement term must be refunded to the System Agency. System Agency may require the Grantee to repay all or part of advance funds at any time during the Grant Agreement term. However, if the advance has not been repaid before the last three (3) months of the Grant Agreement term, the Grantee must deduct at least one-third ($1/3^{rd}$) of the remaining advance from each of the last three (3) months' reimbursement requests. If the advance is not repaid prior to the last three (3) months of the Grant Agreement term, System Agency will reduce the reimbursement request by one-third ($1/3^{rd}$) of the remaining balance of the advance.

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ATTACHMENT B.1
FY2026 BUDGET

BUDGET CATEGORIES	DSHS FUNDING FOR FY2025 (July 1, 2024 – June 30, 2025)	DSHS FUNDING FOR FY2026 (July 1, 2025 – June 30, 2026)	TOTAL DSHS FUNDING
Personnel	$40,200.00	$40,200.00	$80,400.00
Fringe Benefits	$17,286.00	$17,286.00	$34,572.00
Travel	$4,157.00	$5,717.00	$9,874.00
Equipment	$0.00	$0.00	$0.00
Supplies	$31,593.00	$30,033.00	$61,626.00
Contractual	$0.00	$0.00	$0.00
Other	$12,226.00	$12,226.00	$24,452.00
Sum of DSHS Direct Costs	**$105,462.00**	**$105,462.00**	**$210,924.00**
Indirect Costs	$0.00	$0.00	$0.00
Sum of DSHS Direct Costs and Indirect Costs	**$105,462.00**	**$105,462.00**	**$210,924.00**
Plus Required Match (Cash or In-Kind)	$10,546.00	$10,546.00	$21,092.00
Total Contract Amount	**$116,008.00**	**$116,008.00**	**$232,016.00**

FY is defined as the period of July 1 through June 30.

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HEALTH AND HUMAN SERVICES
Contract Number HHS001439500040
Attachment C1 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

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26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

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All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

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31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

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39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

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43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

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47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

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52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

54. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

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57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

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Authorized representative on behalf of Contractor must complete and sign the following:

City of Midland Health Department

Legal Name of Contractor

City of Midland Health Department

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

City of Midland Health Department

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signed by:
Whitney Craig, DrPH, MPH
83EBFB35036D49F...

Signature of Authorized Representative

June 2, 2025

Date Signed

Whitney Craig, DrPH, MPH

Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name

Health Services Manager

Title of Authorized Representative

3303 W. Illinois Ave Sp. 22

Physical Street Address

Midland, TX 79703

City, State, Zip Code

300 N. Loraine St

Mailing Address, if different

Midland, TX 79701

City, State, Zip Code

432-681-7645

Phone Number

432-699-6290

Fax Number

wcraig@midlandtexas.gov

Email Address

073186579

DUNS Number

17560006086016

Federal Employer Identification Number

17560006086

Texas Identification Number (TIN)

000

Texas Franchise Tax Number

Texas Secretary of State Filing Number

CPZ1T3B85A64

SAM.gov Unique Entity Identifier (UEI)

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Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

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"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

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D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

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2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

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ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

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criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least $750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least $1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least $750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

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4.3 Submission of Audits and Financial Statements

A. Audits.
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.
Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. Warranty, Affirmations, Assurances and Certifications

5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

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5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

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C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

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C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
    i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
    ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

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7.3 Property Rights upon Termination or Expiration of Contract

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 Equipment and Property

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, And Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

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providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

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8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
   i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
   ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
   iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
   iv. suspending all or part of the Grant Agreement;
   v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
   vi. recouping payments made by the System Agency to the Grantee found to be in error;
   vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
   viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
   ix. withholding release of new grant agreements; and
   x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

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9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

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C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

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10.3 Additional Indemnity Provisions

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

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i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
i. Make public policy on behalf of the System Agency;
ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

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the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

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arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

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B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

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11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

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F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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TEXAS Health and Human Services | Texas Department of State Health Services

Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor:	**FFATA Contact: (Name, Email and Phone Number):**
City of Midland Health Department	Angela Schlemeyer aschlemeyer@midlandtexas.gov 432-685-7219
Primary Address of Contractor:	**Zip Code: 9-digits required www.usps.com**
3303 W. Illinois Ave Sp. 22 Midland, TX 79703	79703-6213
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	**State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:**
CPZ1T3B85A64	17560006086016

Printed Name of Authorized Representative:	**Signature of Authorized Representative**
Whitney Craig, DrPH, MPH	Signed by: Whitney Craig, DrPH, MPH 83EBFB35036D49F...
Title of Authorized Representative	**Date Signed**
Health Services Manager	June 2, 2025

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Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? Yes [ ] No [X]

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes [ ] No [X]

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes [ ] No [X]

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes [X] No [ ]

If your answer is "Yes" to this question, where can this information be accessed?

This information can be accessed through an FOIA request.

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

This information can be accessed through an FOIA request.

Certificate Of Completion

Envelope Id: 0935FEBB-DA53-493B-A8B9-1DE04F354751
Subject: HHS001439500040-PHEP-City of Midland-A.2-FY26
Source Envelope:
Document Pages: 60
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 3
Initials: 0

Status: Sent

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.18

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Holder: CMS Internal Routing Mailbox
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Location: DocuSign

Signer Events	Signature	Timestamp
Whitney Craig, DrPH, MPH wcraig@midlandtexas.gov Health Services Manager City of Midland Health & Senior Services Security Level: Email, Account Authentication (None)	Signed by: Whitney Craig, DrPH, MPH 83EBFB35036D49F... Signature Adoption: Pre-selected Style Using IP Address: 209.209.75.79	Sent: 4/3/2025 4:03:53 PM Resent: 4/25/2025 9:45:32 AM Resent: 5/14/2025 9:53:21 AM Resent: 6/2/2025 1:44:25 PM Viewed: 6/2/2025 3:51:49 PM Signed: 6/2/2025 4:28:02 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jonah Wilczynski jonah.wilczynski@dshs.texas.gov Unit Director - DSHS CMS Security Level: Email, Account Authentication (None)		Sent: 6/2/2025 4:28:06 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Patty Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
David Gruber David.Gruber@dshs.texas.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
CMS Internal Routing Mailbox cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jennifer Silva Jennifer.Silva@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/3/2025 4:03:53 PM

Payment Events	Status	Timestamps

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DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001331300032
AMENDMENT NO. 2

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency") and **CITY OF MIDLAND HEALTH DEPARTMENT** ("Grantee"), Parties to that certain Immunization/Locals Grant Program Contract, effective September 1, 2023, and denominated DSHS Contract No. HHS001331300032 (the "Contract"), now desire to further amend the Contract.

WHEREAS, DSHS desires to exercise the second of four (4) one year renewal options available under the Contract;

WHEREAS, DSHS desires to add funds to the Contract associated with the SFY 2026 extension period;

WHEREAS, DSHS desires to amend the Contract to incorporate Attachment A, Statement of Work, which was inadvertently deleted in a prior amendment; and

WHEREAS, the Parties desire to add certain terms for compliance with applicable law and DSHS policy.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III** of the Contract, **DURATION,** is hereby amended to reflect a revised termination date of August 31, 2026.

2. **SECTION IV** of the Contract, **STATEMENT OF WORK,** is deleted in its entirety and replaced with the following:

   The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A, STATEMENT OF WORK, ATTACHMENT A-1, FY 2025 STATEMENT OF WORK** and **ATTACHMENT A-2, FY 2026 STATEMENT OF WORK**.

3. **SECTION V** of the Contract, **BUDGET AND INDIRECT COST RATE,** is amended to increase funding in the amount of $150,358.00 for SFY 2026. The total not to exceed amount of this Contract is increased to $451,074.00. All expenditures under the Contract shall be in accordance with **ATTACHMENT B-2, REVISED BUDGET.**

   Grantee is not required to provide matching funds. The total not-to-exceed amount includes the following:

   Increase in Federal Funds: $66,899.00 — Total Federal Funds: $200,697.00

   Increase in State Funds: $83,459.00 — Total State Funds: $250,377.00

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4. The Contract is amended to add **ATTACHMENT A, STATEMENT OF WORK,** which is incorporated by reference into the Contract for all purposes.

5. The Contract is amended to add **ATTACHMENT A-2, FY 2026 STATEMENT OF WORK,** which is attached to this Amendment and incorporated into the Contract for all purposes.

6. **ATTACHMENT B, BUDGET,** and **ATTACHMENT B-1, FY 2025 BUDGET,** are deleted in their entirety and replaced with **ATTACHMENT B-2, REVISED BUDGET,** which is attached to this Amendment and incorporated into the Contract for all purposes.

7. The Contract is amended to add **ATTACHMENT J-2, FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM,** which is attached to this Amendment and incorporated into the Contract for all purposes.

8. This Amendment is effective immediately upon execution by the last party to sign below. Operations and funding for Fiscal Year 2026 begins on September 1, 2025. Except as modified by this Amendment, all existing terms of the Contract, including the current Statement of Work, shall remain in full force and effect until and unless modified by written agreement of the Parties.

9. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

10. Any further revisions to the Contract shall be by written agreement of the Parties.

11. Each Party represents and warrants that the person executing this Amendment No. 2 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 2
DSHS CONTRACT NO. HHS001331300032

DEPARTMENT OF STATE HEALTH SERVICES

By: _____

Name: _____

Title: _____

Date of Signature: _____

CITY OF MIDLAND HEALTH DEPARTMENT

By: Signed by: Whitney S. Craig, Dr.PH, MPH 83EBFB35036D49F...

Name: Whitney S. Craig, Dr.PH, MPH

Title: Health Services Manager

Date of Signature May 15, 2025

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ATTACHMENT A-2
FY 2026 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee shall:

A. Implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children under five years of age (birth to 59 months of age). Grantee shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

B. Be enrolled as a provider in the Texas Vaccines for Children (TVFC) and the Adult Safety Net (ASN) programs by the effective date of this Contract. This includes a signed *Deputization Addendum Form*.

C. Maintain staffing levels to meet required activities of the Contract and ensure staff funded by this Contract attend required training.

D. Report all notifiable conditions as specified in Chapter 97, Title 25 Texas Administrative Code, as amended, and as otherwise required by law.

E. Report all vaccine adverse events in accordance with the 1986 National Childhood Vaccine Injury Act 42 U.S.C. § 300aa-25, located at vaers.hhs.gov or 800-822-7967, as amended.

F. Sustain a network of TVFC and ASN providers to administer vaccines to program-eligible populations through the following activities:

1. Ensuring New Provider Checklist is completed;
2. Conducting quality assurance reviews;
3. Ensuring annual influenza pre-book survey is completed;
4. Conducting compliance site visits;
5. Conducting unannounced storage and handling visits; and
6. Ensuring providers adhere to the vaccine borrowing procedure.

G. Participate in audits and assessments through the following activities:

1. Completing and submitting through Child Health Reporting System all audits and assessments conducted on childcare facilities and Head Start Centers;
2. Completing audits, assessments, and retrospective surveys of public and private schools;
3. Reviewing monthly reports to ensure data quality;
4. Reviewing monthly Provider Activity Reports;

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5. Reviewing quarterly Consent Accepted Rate Evaluations; and
6. Conducting ImmTrac2 Support Reviews of Texas Immunization Registry organizations.

H. Provide education and outreach activities regarding vaccines and vaccine-preventable diseases, Texas Immunization Registry, and TVFC and ASN Programs to the following:

1. American Indian Tribes;
2. Schools and childcare facilities;
3. Healthcare workers; and
4. Community and general public.

I. Not deny vaccinations to recipients because they do not reside within Grantee's jurisdiction, because of an inability to pay an administration fee, or because of denial to consent to Texas Immunization Registry.

J. Be responsible for identification and case management of infants born to hepatitis B surface antigen-positive pregnant women and pregnant women of unknown hepatitis B status through ensuring the following activities:

1. Newborn post-exposure prophylaxis with hepatitis B vaccine and hepatitis B immune globulin administered to infants within 12 hours of birth;
2. Timely administration of doses two and three of hepatitis B vaccine according to Advisory Committee on Immunization Practices recommendations for the infant;
3. Timely completion of post-vaccination serologic testing according to Centers for Disease Control and Prevention recommendations for the infant; and
4. Immediately documenting mother and infant information in database and completing all “In Progress” or “Not Started” tasks.

K. Be responsible for assessing and auditing vaccination rates and compliance with vaccine requirements at assigned schools and childcare facilities in accordance with the Population Assessment Manual, which is distributed annually by DSHS.

L. Transfer overstocked vaccines and vaccines approaching expiration within the next ninety (90) days to alternate providers for immediate use when instructed to do so by the DSHS Public Health Region Immunizations Program Manager or designee to avoid vaccine waste.

M. Comply with the following DSHS guides and manuals:

1. DSHS Immunizations Contractor’s Guide for Local Health Departments and Public Health Regions located at: dshs.texas.gov/immunizations/health-departments/contracts

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2. TVFC and ASN Operations Manual located at: dshs.texas.gov/immunizations/health-departments/materials
3. TVFC and ASN Provider Manual located at: dshs.texas.gov/sites/default/files/LIDS-Immunizations/pdf/pdf_stock/11-13602.pdf
4. Immunization Quality Improvement for Provider Manual and Resources located at: dshs.texas.gov/immunizations/health-departments/materials
5. Population Assessment Manual located at: dshs.texas.gov/sites/default/files/LIDS-Immunizations/pdf/pdf_stock/11-12550.pdf
6. Texas Perinatal Hepatitis B Prevention Program Manual located at: dshs.texas.gov/immunizations/health-departments/materials
7. Guidelines for Increasing the Use of the Texas Immunization Registry located at: https://dshs.texas.gov/sites/default/files/LIDS-Immunizations/pdf/FY25-GIUTIR.pdf

N. Receive written approval from DSHS before varying from applicable policies, procedures, protocols, or work plans outlined above. Update and disseminate implementation documentation to staff involved in activities under this Contract within forty-eight (48) hours of making approved changes.

O. Review monthly Contract funding expenditures and salary savings from any Contract-paid staff vacancies. Revise spending plan to ensure that all funds under this Contract will be expended in alignment with approved budgets before the end of the Contract term.

P. DSHS-approved budget may be revised by Grantee in accordance with the following requirements:

1. For any transfer between budget categories, Grantee shall submit a revised Categorical Budget using the Budget Template to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance, rejection, or the need for a Contract Amendment to the Grantee by email.
2. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If a budget revision for less than or equal to the cumulative twenty-five (25) percent is approved for transfer of funds between direct budget categories, DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the funds can be utilized by the Grantee.

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3. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.
4. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must approved by amendment to the Contract. Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.

Q. Grantee shall not use funds allocated under this Contract to purchase buildings or real property without prior written approval from DSHS. Also, any costs related to the acquisition of buildings or real property are not allowable without DSHS written pre-approval.

R. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract will revert to DSHS. Title may be transferred to another party as designated in writing by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee. For any real property, Grantee shall dispose of the property in accordance with written instructions provided by DSHS.

II. REPORTING REQUIREMENTS

Grantee shall:

A. Report the number of doses administered to underinsured children monthly, as directed by DSHS.

B. Report the number of unduplicated underinsured clients served, as directed by DSHS.

C. Complete and submit the Immunizations Interlocal Agreement Quarterly Report by the report due date, utilizing the format provided by DSHS and available at dshs.texas.gov/immunizations/health-departments/contracts. If the due date falls on a weekend or state approved holiday, the report is due the next business day.

Report Type	Reporting Period	Report Due Date
Programmatic	09/01/2025 to 11/30/2025	12/31/2025
Programmatic	12/01/2025 to 02/28/2026	03/31/2026
Programmatic	03/01/2026 to 05/31/2026	06/30/2026
Programmatic	06/01/2026 to 08/31/2026	09/30/2026

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D. Submit quarterly reports electronically through an online tool according to the timeframes stated above. Supplemental report documents must be sent to dshsimmunizationcontracts@dshs.texas.gov. If there are any changes to the reporting process, DSHS will provide updated instructions by either email or phone call.

E. Submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the FSR-269A to the following email address: FSRgrants@dshs.texas.gov.

Period Covered	Due Date
September 1, 2025 – February 28, 2026	March 31, 2026
March 1, 2026 – August 31, 2026	September 30, 2026

F. Maintain an inventory of equipment, supplies, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee's Property Inventory Report to the DSHS Contract Representative and FSOequip@dshs.texas.gov by email not later than October 15 of each year.

1. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500.00 or more, but less than $10,000.00: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets do not include a capitalized asset, real property, an improvement to real property, or infrastructure. Controlled Assets are considered Supplies.
2. Equipment includes items with an acquisition cost $10,000.00 or more.

G. Submit out-of-state travel requests to the DSHS Contract Management Section (CMS) for approval when utilizing Contract funds or program income.

III. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in this **ATTACHMENT A-2** and compliance with the Contract's terms and conditions.

IV. INVOICE AND PAYMENT

Grantee shall request monthly payments by the 30th day following the service month using the State of Texas Purchase Voucher (Form B-13) located at http://www.dshs.texas.gov/grants/forms.shtm. DSHS will issue reimbursement payments to Grantees on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to

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submit a "zero dollar" invoice on a monthly basis. Grantee must submit a final close-out invoice and final financial status report no later than thirty (30) days following the end of the Contract term. Invoices received more than thirty (30) days after the end of the Contract term are subject to denial of payment. Grantee shall electronically submit all invoices with supporting documentation to: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov with a copy to the assigned DSHS Contract Representative identified in the Signature Document.

At a minimum, voucher must include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
2. DSHS Contract or Purchase Order number;
3. Dates services were completed and/or products were delivered;
4. The total invoice amount; and
5. Any additional supporting documentation which is required by the Statement of Work or as requested by DSHS.

DSHS will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B-2, REVISED BUDGET**, of this Contract. DSHS will reimburse Grantee only for allowable and reported expenses incurred within the grant term.

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

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ATTACHMENT B-2

REVISED BUDGET

Budget Categories	**Budget for FY 2024** September 1, 2023 - August 31, 2024	**Budget for FY 2025** September 1, 2024 - August 31, 2025	**Budget for FY 2026** September 1,2025 - August 31, 2026	**Category Totals**
Personnel	$105,000.00	$105,000.00	$105,000.00	$315,000.00
Fringe	$45,150.00	$45,150.00	$45,150.00	$135,450.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$208.00	$208.00	$208.00	$624.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct	$150,358.00	$150,358.00	$150,358.00	$451,074.00
Indirect	$0.00	$0.00	$0.00	$0.00
Total	**$150,358.00**	**$150,358.00**	**$150,358.00**	**$451,074.00**

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TEXAS Health and Human Services | Texas Department of State Health Services

Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor:	**FFATA Contact: (Name, Email and Phone Number):**
City of Midland Health Department	Whitney Craig wcraig@midlandtexas.gov 432-681-7645
Primary Address of Contractor: 3303 W. Illinois Ave Sp. 22 Midland, TX 79703	**Zip Code: 9-digits required www.usps.com** 79703-6232
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov CPZ1T3B85A64	**State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:** 17560006086016

Printed Name of Authorized Representative:	**Signature of Authorized Representative**
Whitney S. Craig, Dr.PH, MPH	Signed by: Whitney S. Craig, Dr.PH, MPH 83EBFB35036D49F...
Title of Authorized Representative	**Date Signed**
Health Services Manager	May 15, 2025

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Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? Yes [ ] No [X]

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes [ ] No [X]

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes [ ] No [X]

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes [X] No [ ]

If your answer is "Yes" to this question, where can this information be accessed?

N/A request

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

N/A

Certificate Of Completion

Envelope Id: BA416729-2C06-4E13-AEB0-C13C4165A429
Subject: Please DocuSign: HHS001331300032 Midland IMM/Locals A-2
Source Envelope:
Document Pages: 12
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 2
Initials: 0

Status: Sent

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 160.42.91.221

Record Tracking

Status: Original
3/3/2025 8:04:20 AM

Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Whitney S. Craig, Dr.PH, MPH wcraig@midlandtexas.gov Health Services Manager City of Midland Health & Senior Services Security Level: Email, Account Authentication (None)	Signed by: Whitney S. Craig, Dr.PH, MPH 83EBFB35036D49F... Signature Adoption: Pre-selected Style Using IP Address: 209.209.75.79	Sent: 3/3/2025 8:16:45 AM Resent: 4/3/2025 7:21:14 AM Resent: 4/22/2025 7:45:35 AM Resent: 4/28/2025 1:40:27 PM Resent: 5/5/2025 8:24:15 AM Resent: 5/8/2025 7:59:03 AM Resent: 5/14/2025 8:34:38 AM Viewed: 5/14/2025 3:15:01 PM Signed: 5/15/2025 3:06:34 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Whitney Craig, Dr.PH, MPH wcraig@midlandtexas.gov Health Services Manager City of Midland Health & Senior Services Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 209.209.75.79	Sent: 5/15/2025 3:30:52 PM Resent: 5/16/2025 11:21:41 AM Resent: 5/19/2025 8:04:38 AM Resent: 5/21/2025 9:30:13 AM Resent: 5/22/2025 11:46:43 AM Resent: 5/23/2025 2:44:10 PM Viewed: 5/23/2025 2:54:49 PM Signed: 5/23/2025 2:59:21 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Whitney Craig, Dr.PH, MPH wcraig@midlandtexas.gov Health Services Manager City of Midland Health & Senior Services Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 209.209.75.79	Sent: 5/23/2025 3:20:22 PM Viewed: 5/23/2025 3:24:16 PM Signed: 5/23/2025 3:31:50 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Susana Garcia susana.garcia@dshs.texas.gov CTCM, Unit Director DSHS Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 167.137.1.12	Sent: 5/15/2025 3:06:35 PM Resent: 5/23/2025 2:59:23 PM Resent: 5/23/2025 3:31:52 PM Viewed: 5/15/2025 3:16:41 PM Signed: 5/23/2025 3:45:16 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
PATTY MELCHIOR patty.melchior@dshs.texas.gov Patricia Melchior, Director, DSHS CMS Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 167.137.1.14	Sent: 5/23/2025 3:45:18 PM Viewed: 5/27/2025 9:01:19 AM Signed: 5/27/2025 9:01:29 AM
Josh Hutchison josh.hutchison@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/27/2025 9:01:31 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rachel McBride rachel.mcbride@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/3/2025 8:16:44 AM
Wendi Lyle, RN wlyle@midlandtexas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/3/2025 8:16:45 AM
cms.internalrouting@dshs.texas.gov cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/3/2025 8:16:45 AM
Envelope Updated	Security Checked	3/21/2025 12:07:11 PM
Envelope Updated	Security Checked	5/15/2025 3:30:51 PM
Envelope Updated	Security Checked	5/15/2025 3:30:51 PM
Envelope Updated	Security Checked	5/15/2025 3:30:51 PM
Envelope Updated	Security Checked	5/15/2025 3:30:51 PM
Envelope Updated	Security Checked	5/15/2025 3:30:51 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	5/23/2025 3:20:21 PM
Envelope Updated	Security Checked	5/23/2025 3:20:21 PM
Envelope Updated	Security Checked	5/23/2025 3:20:21 PM
Envelope Updated	Security Checked	5/23/2025 3:20:21 PM
Envelope Updated	Security Checked	5/23/2025 3:20:21 PM

Payment Events	Status	Timestamps

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SIGNATURE DOCUMENT FOR
TEXAS DEPARTMENT OF STATE HEALTH SERVICES
GRANT AGREEMENT,
CONTRACT NO. HHS001588400036
UNDER THE
REGIONAL AND LOCAL SERVICES SYSTEM /LOCAL PUBLIC HEALTH SERVICES
GRANT PROGRAM

The parties to this agreement ("Grant Agreement" or "Contract") are the Department of State Health Services ("DSHS" or "System Agency"), a pass-through entity, City of Midland Health Department ("Grantee"), having its principal office at 3303 W. Illinois Ave Sp. 22 Midland County Midland, TX 79703 (each a "Party" and collectively the "Parties").

I. PURPOSE

The purpose of this Grant Agreement is to Grantee to provide local public health services to improve or strengthen local public health within the State of Texas in State Fiscal Year (FY) 2026 and FY 2027.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to the Texas Health and Safety Code Chapters 12 and 1001, as applicable.

III. DURATION

This Grant Agreement is effective on September 1, 2025, and expires on August 31, 2027, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. This Grant Agreement does not include renewals.

IV. STATEMENT OF WORK

The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A, FY2026/2027 SCOPE OF GRANT PROJECT**.

V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed $111,630.00 Grantee is not required to provide matching funds.

The total not-to-exceed amount includes the following:

Total Federal Funds: $69,229.44
Total State Funds: $42,400.56

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The total allocation amount for FY2026 (September 1, 2025, through August 31, 2026) is $55,815.00.

The total allocation amount for FY2027 (September 1, 2026, through August 31, 2027) is $55,815.00.

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, FY2026/2027 BUDGET**.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

VI. REPORTING REQUIREMENTS

Grantee shall submit the following reports:

REPORT	FREQUENCY	DUE DATE	DSHS EMAIL ADDRESSES TO SUBMIT REPORT
Financial Status Report (FSR) – Biannual	The last business day of the month following the end of each second fiscal quarter AND thirty (30) calendar days following the end of each fourth fiscal quarter. *The final FSR is due thirty (30) calendar days following fiscal contract term.	March 29, 2026 September 30, 2026 March 31, 2027 September 30, 2027	Invoices@dshs.texas.gov ; FSRGrants@dshs.texas.gov ; copy to the System Agency representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of this Grant Agreement
Invoices/Requests for Reimbursement – Monthly	The last business day of the month following the month in which expenses were incurred. *The final invoice is due thirty (30) calendar days following fiscal contract term.	October 31, 2025 November 28, 2025 December 31, 2025 January 30, 2026	Invoices@dshs.texas.gov ; CMSInvoices@dshs.texas.gov ; copy to the System Agency representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of this Grant Agreement

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		February 27, 2026 March 31, 2026 April 30, 2026 May 29, 2026 June 30, 2026 July 31, 2026 August 31, 2026 September 30, 2026 October 30, 2026 November 30, 2026 December 31, 2026 January 29, 2027 February 26, 2027 March 31, 2027 April 30, 2027 May 31, 2027 June 30, 2027 July 30, 2027 August 31, 2027 September 30, 2027	
Performance Report – Quarterly	The last calendar day of the month following the end of each fiscal quarter.	December 31, 2025 March 31, 2026	LocalPHTeam@dshs.texas.gov ; copy to the System Agency representative identified in **SECTION VII,**

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	NOTE: The final performance report for each fiscal year is submitted with the fourth quarter report for each fiscal year. Therefore, both the final performance report and fourth quarter report will be submitted on September 30, 2026, and September 30, 2027, respectively.	June 30, 2026 September 30, 2026 December 31, 2026 March 31, 2027 June 30, 2027 September 30, 2027	**CONTRACT REPRESENTATIVES**, of this Grant Agreement
DSHS Contractor's Property Inventory Report (Form GC-11) – Annual	Once per State Fiscal Year.	October 15th	FSOequip@dshs.texas.gov ; copy to the System Agency representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of this Grant Agreement

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VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

System Agency
Megan Alexander
Texas Department of State Health Services
1100 W 49th Street, MC 1990
Austin, Texas 78756
Megan.Alexander@dshs.texas.gov

Grantee
Whitney Craig, DrPH, MPH
City of Midland Health Department
3303 W. Illinois Ave Sp. 22
Midland, TX 79703
wcraig@midlandtexas.gov

VIII. NOTICE REQUIREMENTS

A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

with a copy to:

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, Texas 78756

C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

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IX. FEDERAL AWARD INFORMATION

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: CPZ1T3B85A64

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): NB01OT009461

A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention (CDC), Preventive Health and Health Services Block Grant, 93.991, Amount $6,232.297.00
B. Federal Award Date: August 16, 2023
C. Federal Award Period: October 1, 2023 – September 30, 2025
D. Name of Federal Awarding Agency: CDC
E. Federal Award Project Description: Preventive Health and Health Services Block Grant
F. Awarding Official Contact Information:
   Ester Edward
   Grants Management Officer
   CDC Office of Grants Services, Branch 4
   2929 Flowers Road
   Atlanta, GA 30341
   Telephone: 770-488-2852
   Email: ece9@cdc.gov
G. Total Amount of Federal Funds Awarded to System Agency: $6,323,297.00
H. Amount of Funds Awarded to Grantee: $69,229.44
I. Identification of Whether the Award is for Research and Development: No

X. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

ATTACHMENT A – FY2026/2027 SCOPE OF GRANT PROJECT
ATTACHMENT B – FY2026/2027 BUDGET
ATTACHMENT C – CONTRACT AFFIRMATIONS – V 2.5, EFFECTIVE NOVEMBER 2024
ATTACHMENT D – UNIFORM TERMS AND CONDITIONS – GRANT V 3.5, EFFECTIVE SEPTEMBER 2024
ATTACHMENT E – HHS ADDITIONAL PROVISIONS – GRANT FUNDING V. 1.0, EFFECTIVE FEBRUARY 2021
ATTACHMENT F – DATA USE AGREEMENT – TACCHO VERSION, EFFECTIVE OCTOBER 23, 2019
ATTACHMENT F-1 - DUA SECURITY AND PRIVACY INQUIRY - V2
ATTACHMENT G– FEDERAL ASSURANCES
ATTACHMENT H – CERTIFICATION REGARDING LOBBYING
ATTACHMENT I – FFATA CERTIFICATION FORM

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Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contract documents.

XI. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 3B884A32-3C98-48AC-8DF5-DE6DF14D71CB

SIGNATURE PAGE FOR DSHS GRANT AGREEMENT,
CONTRACT NO. HHS001588400036

DEPARTMENT OF STATE HEALTH SERVICES

Signature

Printed Name:_____

Title: _____

Date of Execution: _____

CITY OF MIDLAND HEALTH DEPARTMENT

Signature

Printed Name: Whitney Craig

Title: Health Services Manager

Date of Execution: _____

Docusign Envelope ID: 3B884A32-3C98-48AC-8DF5-DE6DF14D71CB

ATTACHMENT A
FY2026/2027 SCOPE OF GRANT PROJECT

I. GRANTEE RESPONSIBILITIES

Grantee will perform activities in support of the CDC Preventive Health and Health Services Block Grant, as listed below.

A. Grantee shall perform the activities required under this Grant Agreement in the following Texas county/counties: Midland County.

B. Grantee will comply with all applicable regulations, standards, and guidelines in effect on the Effective Date of this Grant Agreement and as restated in subsequent amendments, if applicable.

C. Grantee will work to improve or strengthen local public health infrastructure within the State of Texas by:
   1. Developing objective(s) to address a public health issue;
   2. Utilizing resources provided through this Grant Agreement to conduct activities and services that provide or support the delivery of essential public health services;
   3. Assessing, monitoring, and evaluating the essential public health activities and services provided through this Grant Agreement; and
   4. Developing strategies to improve the delivery of essential public health service(s) to its identified service area(s).

D. Grantee will assess, monitor, and evaluate the essential public health activities in accordance with the following standards:
   1. National Public Health Performance Standards, approved by the CDC Healthy People 2030 (Healthy People) related goals and objectives;
   2. System Agency's programmatic grant guidance and performance standards relative to this **ATTACHMENT A, FY2026/2027 SCOPE OF GRANT PROJECT**; and
   3. Federal, state or local laws or regulations governing the delivery of essential public health services.

   Other evaluation methods utilizing standards not listed in this section must be preapproved in writing by System Agency.

E. Grantee shall implement its Project Service Delivery Plan ("**PSDP**"), as stated in its FY2026/2027 Local Public Health Services Application. Grantee's PSDP in the FY2026/2027 Local Public Health Services Application has been approved by System Agency and is incorporated by reference and made part of this Grant Agreement as if fully set forth herein. Any changes to the approved PSDP will require System Agency's written approval.

Docusign Envelope ID: 3B884A32-3C98-48AC-8DF5-DE6DF14D71CB

F. Grantee shall submit quarterly performance reports, including a final performance report each fiscal year, that describes progress toward achieving the objectives contained in Grantee's approved PSDP. The quarterly performance reports must be submitted to the following email addresses: (1) LocalPHTeam@dshs.texas.gov and (2) the listed email address for the assigned System Agency Contract Representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of the Grant Agreement.

Grantee shall submit all quarterly performance reports by the last calendar day of the month following the end of each fiscal quarter. The final performance report must be submitted with each fourth quarter report. Failure to submit a required report by the due date specified in this Grant Agreement constitutes breach of contract, may result in delayed payment, and may adversely affect evaluation of Grantee's future contracting opportunities with the department.

G. Grantee will maintain an inventory of the following as defined on the form entitled "DSHS Contractor's Property Inventory Report (Form GC-11)": (1) Equipment, (2) Controlled Assets, (3) Real Property, and (4) Other Intangible Property. Grantee will complete an annual cumulative report of the above stated items on Form GC-11 and submit the completed Form GC-11, via email, to (1) FSOequip@dshs.texas.gov, and (2) the assigned System Agency Contract Representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of the Grant Agreement. The Form GC-11 must be submitted by no later than October 15th of each State Fiscal Year.

H. Grantee will submit Financial Status Reports ("FSRs") to System Agency, for review and financial assessment biannually. The reporting periods are as follows:

1. September 1st through February 28th (or February 29th, if a leap year); and
2. March 1st through August 31st.

Specifically, Grantee will submit FSRs on the following timeline: (1) by no later than the last business day of the month following the end of the second fiscal quarter and (2) by no later than thirty (30) calendar days following the end of each fourth fiscal quarter.

The biannual FSRs are to be submitted, by the due dates identified above, to the following email addresses:

1. Invoices@dshs.texas.gov;
2. FSRGrants@dshs.texas.gov; and
3. The assigned System Agency Contract Representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of the Grant Agreement.

I. Grantee may not begin work or incur charges for FY2026 until System Agency issues a written Notice to Proceed (NTP) to Grantee, as funding for this Grant Agreement is dependent on the award of both state (General Revenue) and federal grant funds. Although the NTP may issue a budget amount less than the total not to exceed amount of the Grant Agreement, the NTP must not effectuate a total budget of the Grant

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Agreement that results in a total not to exceed Grant Agreement amount that exceeds the amount specified in **SECTION V, BUDGET AND INDIRECT COST RATE,** of the Grant Agreement. Such changes to total not to exceed amount specified in the Grant Agreement must be effectuated by amendment. Any expenditures made beyond the dollar amounts specified in the NTP(s) will be at Grantee's sole risk. Notwithstanding the preceding, at the discretion of the System Agency, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance, as defined by 2 CFR §200.309.

J. Grantee shall provide notification of budget transfers by submitting a revised Categorical Budget Form that highlights the areas affected by the budget transfer to the assigned System Agency Contract Representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of the Grant Agreement. Grantee is advised as follows:
    1. Transferring funds between budget categories, other than the "Equipment" and "Indirect Cost" categories, is allowable, but cannot exceed twenty-five percent (25%) of the Grant Agreement value during each State Fiscal Year. If the budget transfer(s) exceeds twenty-five percent (25%) of the total Grant Agreement value in a State Fiscal Year, alone or cumulatively, a formal amendment to the Grant Agreement is required; and
    2. After review, the assigned System Agency Contract Representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of the Grant Agreement shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Grant Agreement.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in this **ATTACHMENT A, FY2026/2027 SCOPE OF GRANT PROJECT,** and compliance with the Grant Agreement's terms and conditions.

III. INVOICE AND PAYMENT

A. Grantee will request payment using the State of Texas Purchase Voucher (Form B-13). The Form B-13, and any supporting documentation, will be submitted by the last business day of the month following the month in which expenses were incurred via electronic mail, fax, or U.S. mail. DSHS prefers that the Form B-13, and any supporting documentation, be submitted via electronic mail, but the other two methods are also acceptable.

Texas Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
Fax: 512-458-7442

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Email: invoices@dshs.texas.gov, CMSInvoices@dshs.texas.gov, and the assigned System Agency Contract Representative identified in Section VII, Contract Representatives, of the Grant Agreement.

B. Upon providing acceptable supporting documentation for reimbursement of the required services/deliverables, Grantee will be paid on a monthly basis and in accordance with **ATTACHMENT B, FY2026/2027 BUDGET**, of this Grant Agreement.

C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Grant Agreement amount, Grantee's budget may be subject to a decrease for the remainder of the term of the Grant Agreement. Vacant positions existing after ninety (90) calendar days may result in a decrease in funds.

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ATTACHMENT B
FY2026/2027 BUDGET

Budget Categories	**FY2026 Budget Summary (9/1/2025 – 8/31/2026)**	**FY2027 Budget Summary (9/1/2026 – 8/31/2027)**	**2 Year Total Budget**
Personnel	$26,076.00	$26,076.00	$52,152.00
Fringe Benefits	$11,213.00	$11,213.00	$22,426.00
Travel	$526.00	$526.00	$1,052.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$18,000.00	$18,000.00	$36,000.00
Other	$0.00	$0.00	$0.00
Total Direct Costs	**$55,815.00**	**$55,815.00**	**$111,630.00**
Indirect Costs	$0.00	$0.00	$0.00
Subtotal of Total Direct Costs and Indirect Costs	**$55,815.00**	**$55,815.00**	**$111,630.00**
Less Match (Cash or In-Kind)	$0.00	$0.00	$0.00
TOTAL	**$55,815.00**	**$55,815.00**	**$111,630.00**

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HEALTH AND HUMAN SERVICES
Contract Number HHS001588400036
Attachment C CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

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26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

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All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

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31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

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39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

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43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

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47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

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52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

54. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

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57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

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Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor
Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')
Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') **Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

Signature of Authorized Representative	**Date Signed**
Whitney Craig **Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name**	Health Services Manager **Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

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Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

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"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

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D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

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2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

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ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

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criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least $750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least $1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least $750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

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4.3 Submission of Audits and Financial Statements

A. Audits.
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.
Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. Warranty, Affirmations, Assurances and Certifications

5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

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5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

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C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

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C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
    i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
    ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

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7.3 Property Rights upon Termination or Expiration of Contract

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 Equipment and Property

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, And Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

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providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

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8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
   i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
   ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
   iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
   iv. suspending all or part of the Grant Agreement;
   v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
   vi. recouping payments made by the System Agency to the Grantee found to be in error;
   vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
   viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
   ix. withholding release of new grant agreements; and
   x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

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9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

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C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

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10.3 Additional Indemnity Provisions

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

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i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
i. Make public policy on behalf of the System Agency;
ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

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the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

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arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

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B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

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11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

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F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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TEXAS
Health and Human Services

Health and Human Services (HHS)
Additional Provisions – Grant Funding
Version 1.0
Effective: February 2021

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ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Grant Agreement. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in **ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.5, EFFECTIVE SEPTEMBER 2024**, of this Grant Agreement**.**

1. ELECTRICAL ITEMS

All electrical items purchased under this Grant Agreement/Contract or used in the performance of approved and eligible grant-funded activities must meet all applicable Occupational Safety and Health Administration (OSHA) standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

2. DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Grantee/Contractor may be called upon to assist the System Agency in providing the following services:

i. Community evacuation;
ii. Health and medical assistance;
iii. Assessment of health and medical needs;
iv. Health surveillance;
v. Medical care personnel;
vi. Health and medical equipment and supplies;
vii. Patient evacuation;
viii. In-hospital care and hospital facility status;
ix. Food, drug and medical device safety;
x. Worker health and safety;
xi. Mental health and substance abuse;
xii. Public health information;
xiii. Vector control and veterinary services; and
xiv. Victim identification and mortuary services.

3. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

A. Grantee/Contractor shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, if necessary. More information can be found at https://www.lep.gov/.

B. Grantee/Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

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C. Grantee/Contractor shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

4. HIV/AIDS MODEL WORKPLACE GUIDELINES

A. Grantee/Contractor shall implement DSHS's HIV-STD Policy No. 090.021, HIV/AIDS Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, accessible at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm.

B. Grantee/Contractor shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health & Safety Code §§ 85.112-114.

5. INTERIM EXTENSION AMENDMENT

A. Prior to or on the expiration date of this Grant Agreement/Contract, the Parties agree that this Grant Agreement/Contract can be extended as provided under this section.

B. The System Agency shall provide written notice of interim extension amendment to the Grantee/Contractor under one of the following circumstances:
   i. Continue provision of services in response to a disaster declared by the governor; or
   ii. To ensure that services are provided to clients without interruption.

C. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.

D. Grantee/Contractor will provide and invoice for services in the same manner that is stated in the Grant Agreement/Contract.

E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement/Contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

F. An interim extension under subsection (B)(i) of this section shall be a one-time extension for a period of time determined by the System Agency.

6. PROJECT COMMENCEMENT

The Grantee shall begin the grant-funded project <<on or before *insert date*>> <<within 90 days of the original start date of the grant term or grant execution date, whichever is later,>>, unless otherwise approved by System Agency. If project commencement is delayed, the Grantee must submit in writing to the assigned contract manager, the steps taken to initiate the project, the reasons for the delay, and the expected start date. System Agency may require Grantee to take immediate remedial or corrective action in response to any delay.

7. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

A. Grantee/Contractor shall immediately report in writing to its assigned System Agency contract manager when Grantee/Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee/Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Grant Agreement/Contract has been placed on community supervision, received deferred

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adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

B. Grantee/Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

8. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION

Grantee/Contractor shall notify the assigned System Agency contract manager if Grantee/Contractor has any grant agreement or contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

i. Reason for such action;
ii. Name and contact information of the local, state or federal department or agency or entity;
iii. Effective start date of the grant agreement/contract;
iv. Date of suspension or termination; and
v. Grant agreement/contract or case reference number.

9. NOTICE OF BANKRUPTCY

Grantee/Contractor shall notify in writing the assigned System Agency contract manager of its plan to seek bankruptcy protection within five business days of such action by Grantee/Contractor.

10. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee/Contractor shall notify in writing the assigned System Agency contract manager within ten business days of any change to the Grantee/Contractor's Contact Person or Key Personnel.

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HHS DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of the date the Base Contract into which it is incorporated is signed ("Effective Date"), is entered into by and between a Texas Health and Human Services Enterprise agency ("HHS"), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas ("CONTRACTOR").

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

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(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

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with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request**.** ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

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legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

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(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

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(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

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- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

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(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

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(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

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(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

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(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

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(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

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(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

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enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

TEXAS Health and Human Services

Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? **IF NO, STOP. THE SPI FORM IS NOT REQUIRED.**	○ Yes ○ No

2. Entity or Applicant/Bidder Legal Name	Legal Name: Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): Procurement/Contract#: Address: City: State: ZIP: Telephone #: Email Address:
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/ Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees:
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors:
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	**A. Security Official:** Legal Name: Address: City: State: ZIP: Telephone #: Email Address:
	B. Privacy Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:

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6. **Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)** • *Health Insurance Portability and Accountability Act (HIPAA) data* • *Criminal Justice Information Services (CJIS) data* • *Internal Revenue Service Federal Tax Information (IRS FTI) data* • *Centers for Medicare & Medicaid Services (CMS)* • *Social Security Administration (SSA)* • *Personally Identifiable Information (PII)*	HIPAA ☐	CJIS ☐	IRS FTI ☐	CMS ☐	SSA ☐	PII ☐
	Other (Please List)					

7. **Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))** Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 0
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	
c. Cloud Services. Number of Cloud Services in use.	
d. Data Centers. Number of Data Centers in use.	
8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:	Select Option (a-d)
a. 499 individuals or less	○ a.
b. 500 to 999 individuals	○ b.
c. 1,000 to 99,999 individuals	○ c.
d. 100,000 individuals or more	○ d.
9. HIPAA Business Associate Agreement	
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?	○ Yes ○ No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)	○ Yes ○ No ○ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:
10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'	
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	○ Yes ○ No ○ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:

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b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?	○ Yes ○ No ○ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder have any **Optional Insurance** currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	○ Yes ○ No ○ N/A

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	**Yes or No**
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	○ Yes ○ No

Action Plan for Compliance with a Timeline:	Compliance Date:
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	○ Yes ○ No

Action Plan for Compliance with a Timeline:	Compliance Date:
3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	**No Electronic Systems** ☐

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.

1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained **IN** the United States (no offshoring) unless **ALL** of the following requirements are met? **a.** The data is encrypted with FIPS 140-2 validated encryption **b.** The offshore provider does not have access to the encryption keys **c.** The Applicant/Bidder maintains the encryption key within the United States **d.** The Application/Bidder has obtained the express prior written permission of the Texas HHS agency *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information. **If yes, upon request must provide evidence such as a screen shot or a system report.**	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:

5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users). *Encryption is required for all Texas HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:

10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is ***transmitted*** over a public network (e.g., the Internet, WiFi, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** *Encryption is required for all HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information ***stored*** on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** *Encryption is required for all Texas HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? *For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017*	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature	**3.** Title	**4.** Date:
	Health Services Manager	

To **submit** the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s): HHSC: ☐ DFPS: ☐ DSHS: ☐	Requesting Department(s):
Legal Entity Tax Identification Number (TIN) (Last four Only): ■■■■■■■	PO/Contract(s) #:

Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
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Docusign Envelope ID: 3B884A32-3C98-48AC-8DF5-DE6DF14D71CB

INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:*

> *"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:*
>
> *(1) Client Information;*
> *(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
> *(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

(4) Federal Tax Information;
(5) Personally Identifiable Information;
(6) Social Security Administration Data, including, without limitation, Medicaid information;
(7) All privileged work product;
(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- *Health Insurance Portability and Accountability Act (HIPAA) - http://www.hhs.gov/hipaa/index.html*
- *Criminal Justice Information Services (CJIS) - https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center*
- *Internal Revenue Service Federal Tax Information (IRS FTI) - https://www.irs.gov/pub/irs-pdf/p1075.pdf*
- *Centers for Medicare & Medicaid Services (CMS) - https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html*
- *Social Security Administration (SSA) - https://www.ssa.gov/regulations/*
- *Personally Identifiable Information (PII) - http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf*

Item #7. Number of Storage devices for Texas HHS Confidential Information. *The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.*

- ***Item 7a. Devices****. Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.*
- ***Item 7b. Servers****. Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).*
- ***Item 7c. Cloud Services****. Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)*
- ***Item 7d. Data Centers.*** *Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).*

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year*. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #9. HIPAA Business Associate Agreement*.*

- ***Item #9a.*** *Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.*
- ***Item #9b.*** *Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."*

Item #10. Subcontractors*. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.*

- ***Item #10a.*** *Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.*
- ***Item #10b.*** *Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.*

Item #11*.* ***Optional Insurance.*** *Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any*

other situations listed in this question. If you are not required to have this optional coverage, answer "N/A" A compliance plan is not required.

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
  - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
    Refer to Article 4, Section 4.01:

    Initial Notice of Breach *must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
    - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
    - *within 24 hours of all other types of Texas HHS Confidential Information* ***48-hour Formal Notice*** *must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
  - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
  - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not off-shore their data.

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas H H S Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: *http://csrc.nist.gov/publications/fips*).

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: *http://csrc.nist.gov/publications/fips*). If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
https://portal.msrc.microsoft.com/en-us/

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

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OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Health Services Manager
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	* First Name: Whitney Middle Name:
* Last Name: Craig	Suffix:
* Title: Health Services Manager	
* SIGNATURE:	* DATE:

Docusign Envelope ID: 3B884A32-3C98-48AC-8DF5-DE6DF14D71CB

TEXAS Health and Human Services | Texas Department of State Health Services

Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor:	**FFATA Contact: (Name, Email and Phone Number):** Whitney Craig wcraig@midlandtexas.gov
Primary Address of Contractor:	**Zip Code: 9-digits required www.usps.com**
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	**State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:**

Printed Name of Authorized Representative: Whitney Craig	**Signature of Authorized Representative**
Title of Authorized Representative Health Services Manager	**Date Signed**

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Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? Yes ☐ No ☐

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes ☐ No ☐

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes ☐ No ☐

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes ☐ No ☐

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: 3B884A32-3C98-48AC-8DF5-DE6DF14D71CB
Status: Sent
Subject: Please Sign: $111,630.00 City of Midland RLSS/LPHS
Source Envelope:
Document Pages: 97
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 10.104.81.73

Record Tracking

Status: Original
4/24/2025 3:46:37 PM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Whitney Craig wcraig@midlandtexas.gov Health Services Manager City of Midland Health & Senior Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 4/24/2025 3:58:33 PM Viewed: 4/28/2025 2:42:52 PM
Megan Alexander megan.alexander@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jonah Wilczynski jonah.wilczynski@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Patricia Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
David Gruber David.Gruber@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
CMS Internal Routing Mailbox cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/24/2025 3:58:33 PM

Payment Events	Status	Timestamps

City Council Meeting

Item Number: 13

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Brian Rackow,

Subject: MOTION ACCEPTING A DONATION IN THE AMOUNT OF $150,000.00 FROM THE BUSTIN' FOR BADGES FUNDRAISING PROJECT; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF THE $150,000.00 IN POLICE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT AND DEPOSIT OF SAID FUNDS (DISTRICT: ALL) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Motion accepting a donation in the amount of $ 150,000.00 from the Bustin' for Badges fundraising project; said donation shall be used for the purchase of necessary equipment for the Midland Police Department and authorizing the appropriation of the $ 150,000.00 in police technology and equipment fund upon the City of Midland' s receipt and deposit of said donation.

Recommended City Council Action:

Approve

Fiscal Impact:

Upon receipt of donated funds, $ 150,000 will be appropriated in the Police Technology and Equipment Fund.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

I would like to notify you of the items we plan to purchase with the proceeds from the Bustin for Badges event. The funds from this event will allow us to procure the following essential equipment for our department:
Computer Forensic Analysis Unit
• Forensic Workstation
Upgraded forensic computer system capable of significantly enhancing the speed at which cell phones and other devices are processed during investigations. The proposed system includes upgrades such as:
• AMD Threadripper 7970X 32-Core/64-Thread Processor
• 128GB DDR5 RAM
• NVIDIA RTX 5070 Ti Graphics Card
• 12TB storage capacity
• Cost Estimate: $9,924
•Crime Scene Investigation Unit
• AirScience Evidence Drying Cabinet (60" wide, with UV option)
•State-of-the-art evidence drying cabinet to prevent cross-contamination during processing. Equipped with UV sterilization, mobility features, and all necessary filters.
• Cost Estimate: $9,784.15
• AirScience SafeFume Cyanoacrylate Fuming Chamber (30" wide, freestanding)
•Advanced fuming chamber designed to streamline latent fingerprint development with precise humidity control and automatic fuming cycles.
• Cost Estimate: $5,227.90
•Shipping Costs for Equipment
• Approximate cost for shipping both units: $1,300
•Investigative Services Bureau
• US Fleet Tracking Devices
•Two additional GPS tracking devices to enhance our surveillance and investigative capabilities.
• Device Cost: $300.00
•Monthly Service Fee: $60.00 per device
Tactical Team
• MIRA SAFETY MB-90 Powered Air Purifying Respirators (PAPR)
A total of 52 units will be purchased to provide enhanced respiratory protection for our tactical team during operations. The MB-90 PAPR system offers improved airflow and positive pressure within existing full-face gas respirators, creating an additional layer of protection. These units are particularly suited for use in confined spaces or during extended operations, reducing user fatigue and improving mobility.
• Cost Per Unit: $398.97
• Total Cost: $20,746.44
Training Equipment
• RN-SUITE Radiological and Nuclear Training System
The RN-SUITE V2 is an advanced training system that enables radiological/nuclear training exercises without the need for actual radiation sources or detection equipment. This system accurately simulates the physics and equipment involved, allowing for costeffective

and safe training. Each RN-SUITE V2 kit includes:
• 10 Ultrawideband Ranging Beacons (configurable as radiation/ chemical sources, shield materials, or detectors)
• 1 RN-SUITE Base Station (centralizes communications and runs simulation software)
• Beacon charging rack (capacity: 10)
•3 Motorola smart phones with detector beacon holder-cases
• Reflective safety strap vests with beacon attachment points
• Instruction Manual, Quick Start Guide, and Suggested Scenario Guide Cards
The RN-SUITE is capable of simulating ANSI N42.34 radiation sources, shielding materials, and ten radiation sensors, including RadEye-PRD, RadEye-GF, FUR IdentiFinder 2, and more. It is portable, rugged, and user-friendly, with a setup time of under one hour.
• Cost Per Kit: $21,499.00
• Total Cost: $21,499.00
Patrol Operations
• Specialized Turbo Tero 5.0 E-Bikes
Six (6) Specialized Turbo Tero 5.0 e-bikes will be purchased to enhance patrol operations, particularly in areas where traditional patrol vehicles are less effective. These e-bikes are versatile, efficient, and well-suited for urban and off-road environments. Key features include:
• Aluminum frame, weighing only 50 lbs
•11-speed gears with no-shifting electric motor
• Hydraulic disc brakes (200mm front, 180mm rear) for excellent stopping power
• Internal bike lock with alarm and dropper seat post
• Hot-swappable batteries with a range of 75 miles and 5.5 hours of runtime
• Easy to operate, similar to traditional mountain bikes
• Ability to mount racks, kickstands, and drink holders
• Cost Per Unit: $2,500.00 (MSRP: $4,500.00)
• Total Cost: $15,000.00
These tools and technologies will significantly enhance our ability to investigate crimes, process evidence efficiently, respond to tactical situations, train for radiological/nuclear events, and improve patrol operations in challenging environments. Your unwavering support through the Bustin for Badges event continues to play a critical role in helping us achieve our mission of maintaining public safety and fostering trust within the community. We sincerely appreciate your partnership and the impact it has on our department's ability to carry out its duties effectively. Thank you again for your commitment to supporting law enforcement.

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 14

Meeting Date: June 24, 2025

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-018) WITH HUGH BRINSON PIPELINE, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 3, 4, 9, 16, AND 21, BLOCK 37, AND SECTION 30, BLOCK 36, T-3-S, T&P RR CO. SURVEY, IN MIDLAND AND GLASSCOCK COUNTIES, TEXAS (DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This motion will provide the applicant with a 50’ wide right of way for a 42” and 36” Gas Utility pipelines on City of Midland-owned Sprayberry Farm real property. Applicants will also have various widths of temporary workspace and access rights as shown on the attached Exhibits. This Right of Way License will also grant the applicant a 25’ wide access road located along the route as well as a 2,500 square foot surface area for an above-ground valve site located in Section 9.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

10-Years Paid In advance:

42” pipeline (331.99 rods x $830/rod): $275,551.70
36” pipeline (1,386 rods x $830/rod): $1,150,380.00

25’ wide access road (704.73 rods x $80): $56,378.40

50 x 50 surface area (2,500 sq. ft. x $0.30): $750.00

Total Collected: $1,484,060.10

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

This right-of-way runs North-South and is adjacent to another large Gas Utility Line in the Sprayberry Farm area and is over 2 miles from COM infrastructure. The proposed pipeline is a common carrier, natural gas Utility line and will be buried a minimum of thirty-six inches (36”) deep. The road will allow access to the pipeline with valve connections and maintenance.

Certificates of Insurance are on file.

City Secretary to record all documents in Midland County and Glasscock County.

Morris Williams Jr.

City Manager’s Office

SUPERIOR PRESS (888) 590-7998 S 4532976

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

Warrior Pipeline LLC
ROW ACCOUNT
8111 Westchester Dr. Ste 600
Dallas, TX 75225

WELLS FARGO Wells Fargo Bank, N.A.

1891
11-24/1210

DATE 06/05/2025

$ 1,483,060.10

PAY One Million, Four Hundred, Eighty Three Thousand, Sixty 10/xx DOLLARS

TO THE ORDER OF
City of Midland
300 North Loraine
Midland, TX 79701

Mobile Deposit Safe Details on back

⑈1891⑈ ⑆121000248⑆ 4596236976⑈

Warrior Pipeline LLC

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

1891

DATE	DESCRIPTION	AMOUNT
6/5/2025	Easement License MDL-TX-MID 058/059/060/062/064 ME-TX MD-039.000 C-22134-GL-2245-0003 2245-0005	$ 1,483,060.10

CERTIFICATE OF LIABILITY INSURANCE

9/15/2025

DATE (MM/DD/YYYY) 1/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES, LLC 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	**CONTACT NAME:**	
		PHONE (A/C, No, Ext):	**FAX (A/C, No):**
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A : Old Republic Insurance Company	24147
INSURED 1389322	Hugh Brinson Pipeline, LLC 1300 Main Street Houston TX 77002	**INSURER B :** ACE American Insurance Company	22667
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 21276588 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MWZY 59829-24	9/15/2024	9/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 10,000,000 $ 10,000,000 $ XXXXXXX $ 10,000,000 $ 10,000,000 $ See Below $
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X MCS-90	Y	Y	MWTB 21711-24 MWZX 315003-24	9/15/2024 9/15/2024	9/15/2025 9/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 10,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $
B B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C50725789 SCF C50725868 (MO, NC, OK, PA, WI)	9/15/2024 9/15/2024	9/15/2025 9/15/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 10,000,000 $ 10,000,000 $ 10,000,000
B	*Excess Workers Compensation (OH)	N	Y	WCU C50726113	9/15/2024	9/15/2025	EL Each Acc $10MM EL Disease-Policy Lim $10MM EL Disease-Each Empl $10MM	

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

EXCESS WORKERS COMPENSATION - * POLICY APPLIES TO OHIO. Products/Completed Operations Aggregate Limit Subject to the General Aggregate Limit. All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording.

CERTIFICATE HOLDER

21276588

The City of Midland
P. O. Box 1152
Midland TX 79702

PACKET 14.4 June 24, 2025

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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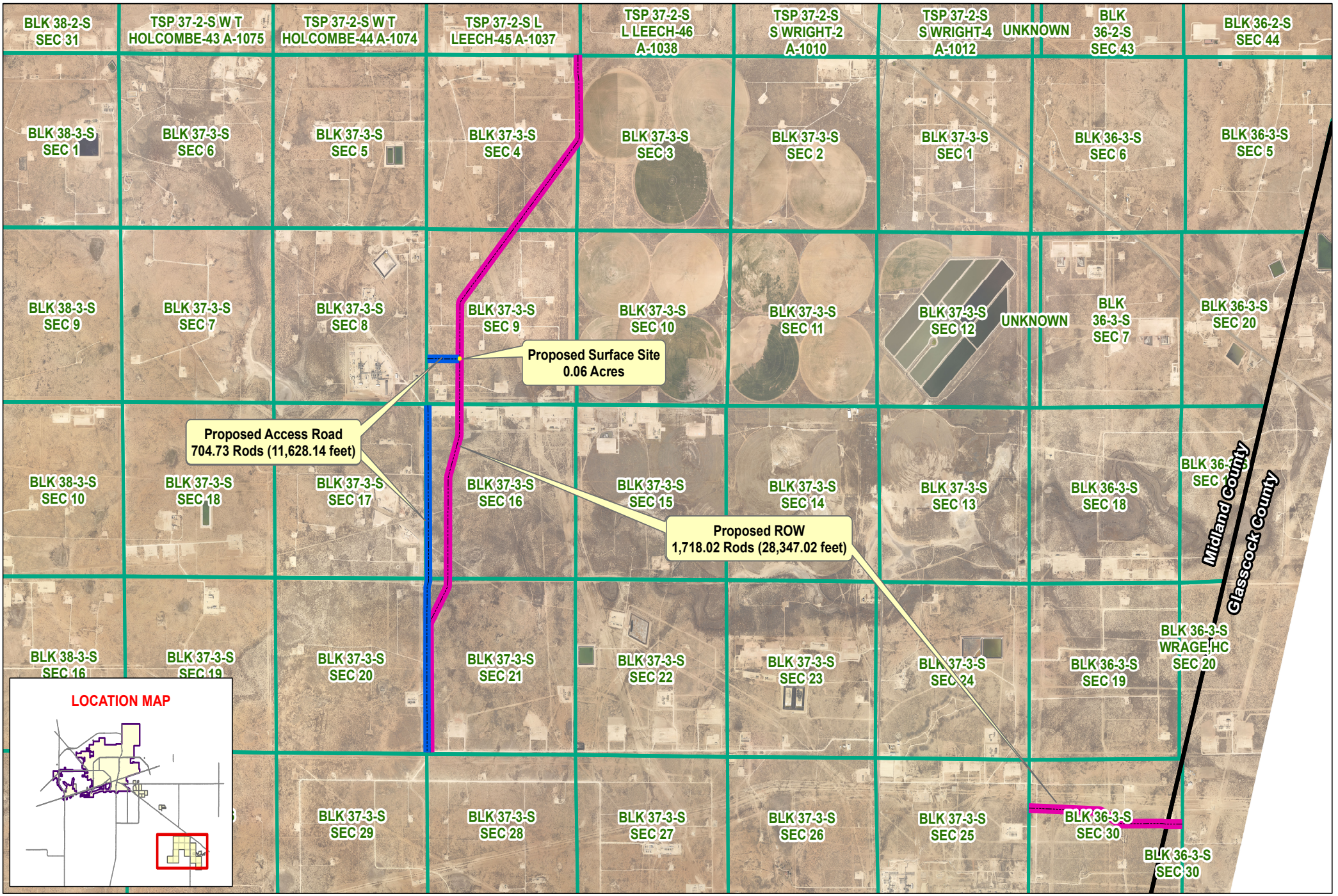
All policies (except Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.



Date: 5/21/2025

Proposed Surface Site
Proposed ROW
Proposed Access Road
County Boundary
Survey Section

PACKET

Hugh Brinson Pipeline, LLC
Proposed ROW, Access Road and Surface Site

June 24, 2025

0 1,500 3,000 Feet

W E S

©THE CITY OF MIDLAND - 2025
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	June 25, 2025
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Hugh Brinson Pipeline, LLC
Licensee's Representative:	**Mark Vedral**
Licensee's Mailing Address:	1300 Main Street Houston, Texas 77002
Property:	As described in Exhibits A and B
License Number:	**25-329-018**

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County and Glasscock County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years, commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term and each successive term for additional terms of ten (10) years.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License that is not disputed, in good faith, and that failure continues for sixty (60) days after written notice of the failure to pay or, if Licensee commits any material breach

or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of sixty (60) days after Licensor delivers notice to Licensee reasonably detailing the breach or default; provided however, that if such cure cannot be reasonably completed within said 60-day period, Licensee shall have as much time as is reasonably necessary to cure such failure so long as Licensee diligently commences and completes such cure.

Additionally, Licensor may require Licensee to relocate the Pipeline in the event that an applicable rule or regulation promulgated by the TCEQ and/or EPA requires the lowering or removing of the Pipeline. In the event Licensor requires Licensee to relocate all or any part of the Pipeline or appurtenant facilities pursuant to this section, Licensor agrees to grant to Licensee the necessary temporary workspace to accomplish the relocation and, if necessary, a new license on land suitable for the relocation at no additional cost, subject to the terms of this Agreement, and Licensor and Licensee shall execute an appropriate amendment to this Agreement to reflect the new location of any of the License.

Upon expiration or termination of this License, Licensee shall remove all above-ground equipment and structures associated with the undertakings contemplated by this License and cut, fill the line with grout or other appropriate inert substance and cap the pipeline. Licensee shall ensure that the pipeline is abandoned in an environmentally safe manner in accordance with applicable laws, rules and regulations. After removal of all above-ground equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. Grantee shall be required to remove the Pipeline upon termination of this Agreement if any applicable rule or regulation promulgated by the Texas Railroad Commission, TCEQ and/or EPA requires such removal upon abandonment. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License, to the extent of any applicable statute of limitations.

II. Financial Consideration

A. License Fee. The Initial Term license fee in the amount of ONE MILLION FOUR HUNDRED EIGHTY-THREE THOUSAND SIXTY and 10/100 Dollars ($1,483,060.10) ("License Fee") shall be due and payable on or prior to the Commencement Date of this License.

B. Surface Damage Fee. Purposefully omitted.

C. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

D. Renewal Fee Adjustment. For each renewal term, Licensor and Licensee agree there shall be an inflation adjustment and the payment, described in paragraph II.A above, shall be adjusted at each renewal according to the Chained Consumer Price Index for All Urban Consumers (as

determined by the Bureau of Labor Statistics) beginning with January 15, 2035, and each succeeding ten (10) year period thereafter until the termination of this Agreement; however, the amounts paid shall not be less than the rates stated herein.

E. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

F. Late Payment. Notwithstanding anything herein to the contrary, if the Licensee fails to timely remit a renewal fee, Licensee shall thereafter have thirty (30) days following its actual receipt of written notice from Licensor of such payment not being received to remit any such renewal fee, and the parties hereto agree that any such payment made during the 30-day cure period will be deemed a timely remitted renewal fee sufficient to continue and extend the easement rights granted by Licensor to Licensee under the Agreement. Grantee shall have the right to pay in advance any renewal fee. Licensee's failure to make payment of any of the above fees within thirty (30) days after notice such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being fifty (50) feet in width of the pipeline, road, and surface site locations as shown on **Exhibits A and B** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, two pipelines, not to exceed forty-two (42) inches and thirty-six (36) inches in diameter, for the transportation of natural gas, liquefied minerals (including without limitation, condensate, whether obtained from oil or gas wells), natural gas liquids or other mineral solutions a twenty-five (25) foot wide access road, and a fifty (50) foot by fifty (50) foot surface site and to have the right of ingress and egress at convenient points for such purpose. Licensor does hereby grant unto Licensee temporary workspace and temporary access roads for purposes consistent with the furtherance of this License as described in **Exhibits A and B**. **Licensee shall provide Licensor with a complete as-built survey within ninety (90) days of completion of the pipeline(s) and facilities described herein. If the Licensee fails to timely provide the as-built survey, Grantee shall thereafter have thirty (30) days following its actual receipt of written notice from Grantor of such survey not being received to remit any such survey, and the parties hereto agree that any such survey received during the 30-day cure period will be deemed timely remitted.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will be in the same or better condition in compliance with Licensor's reasonable standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor

that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's reasonable standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six inches (36") in depth. Licensee further covenants and agrees that all trenches shall be leveled out on either side of each pipeline and that one (1) foot of soil fill shall be placed over the trench backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall not be unreasonably withheld, conditioned or delayed.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee so long as such improvements do not unreasonably interfere with Licensee's pipeline and meets any applicable depth and separation requirements.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee so long as such improvements do not unreasonably interfere with Licensee's pipeline and meets any applicable depth and separation requirements. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, and Licensor will reimburse Licensee for the cost of the relocation. Licensee shall have the right to present alternative proposals for Licensor's consideration. In the event that a governmental entity or agency, other than Licensor, or court of law requires Licensee to remove, alter, change, adapt, or conform any of Licensee's facilities, Licensee shall comply with such requirement without claim for reimbursement for the cost of the relocation or for damages against Licensor.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee so long as same do not unreasonably interfere with Licensee's pipeline and meets any applicable depth and separation requirements.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall not be unduly withheld, conditioned or delayed. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License, subject to the applicable statute of limitations.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be

permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs (except as used for pipeline maintenance and inspection), alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor. The relocation, change, or alteration shall be at the sole cost of Licensor. In the event that a governmental entity or agency, other than Licensor, or court of law requires Licensee to remove, alter, change, or relocate any of relocate any pipeline, property, or casing of Licensee, Licensee shall comply with such requirement without claim for reimbursement for the cost of the relocation or for damages against Licensor. Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property so long as the same do not interfere with or damage Licensee's Pipeline and meet any applicable depth and separation requirements. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose so long as the same do not interfere with or damage Licensee's Pipeline and meet any applicable depth and separation requirements.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

- Personal Injury: $1,000,000.00 per person
  $1,000,000.00 per occurrence
- Property Damage: $100,000.00 per occurrence

Business Automobile Liability: $1,000,000.00 combined single limit--

	Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE

ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY UNAFFILIATED WITH THE INDEMNITEES, DIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"). LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION OR OTHER PERMITTED FACILITIES OR STRUCTURES DESCRIBED HEREIN.

LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS,

REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY UNAFFILIATED WITH THE INDEMNIFIED PARTIES, ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER APPLICABLE LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE AND COVERED BY THE INDEMNIFICATION PROVISIONS HEREIN.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager. Notwithstanding the foregoing, Grantee may assign this Agreement, in whole or in part, without the consent of Grantor, to any (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee or (ii) to any bank, financing

institution or other lender, or groups thereof, pursuant to the terms of any financing or security agreements or deeds of trust.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (L.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND

CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

H. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

I. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

J. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability

whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

K. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

L. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

M. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

N. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall

complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

O. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

P. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

Q. Recordable Release. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

R. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentely-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

LICENSEE:
HUGH BRINSON PIPELINE, LLC

By: _____
Printed Name: Mark Vedral
Title: Sr. Director of Right of Way

THE STATE OF TX §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this 4th day of June, 2025 personally appeared Jamie Mark Vedral an officer of Hugh Brinson Pipeline, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of June, 2025

_____
Notary Public, State of TX

LAURIE JO BENTON
My Notary ID # 174965
Expires October 6, 2027

EXHIBIT "A"

MDL-TX-MID-058.000
Field Notes for Hugh Brinson Pipeline, LLC
Midland Lateral Pipeline
THE CITY OF MIDLAND, TEXAS
3.08 Acre Right-of-Way

GENERAL DESCRIPTION

A certain 50-foot wide tract or parcel of land situated in Section 3, Block 37, Township 3 South, T&P Railroad Company Survey, Abstract 129, Midland County, Texas; said section 3 having been acquired by The City of Midland, Texas, as per deed recorded in Volume 760, Page 465 of the Deed Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-058.000 with latest revision date of April19, 2025, the centerline of which is more particularly described as follows to wit:

RIGHT-OF-WAY CENTERLINE DESCRIPTION

COMMENCING at a found Railroad Spike marking the Northwest Corner of Section 4, Block 37, Township 2 South;

Thence, proceed North 76 degrees 03 minutes 51 seconds East, along the North line of said Section 4, Block 37, and the North line of a certain tract acquired by The City of Midland, Texas, as per deed recorded in Volume 760, Page 466 of the Official Public Records of Midland County, Texas, a distance of 5,308.97 feet to the Northwest corner of said Section 3, Block 37; Thence, proceed North 75 degrees 54 minutes 57 seconds East along the North line of said Section 3, Block 37, and the South line of Section 4, Block 37 being the South line of the residue of a called 640 acres, acquired by Texas Ten Two Ltd, under Instrument Number 2016-35758 of the Official Public Records of Midland County, Texas, a distance of 37.89 feet for the **POINT OF BEGINNING;**

Thence, proceed South 14 degrees 20 minutes 45 seconds East, a distance of 556.82 feet;

Thence, proceed South 22 degrees 39 minutes 20 seconds East, a distance of 213.12 feet;

Thence, proceed South 15 degrees 09 minutes 20 seconds East, a distance of 1,706.23 feet;

Thence, proceed South 06 degrees 56 minutes 43 seconds East, a distance of 39.34 feet;

Thence, proceed South 01 degrees 15 minutes 50 seconds West, a distance of 39.26 feet;

Thence, proceed South 09 degrees 28 minutes 22 seconds West, a distance of 39.26 feet;

Thence, proceed South 17 degrees 40 minutes 55 seconds West, a distance of 39.26 feet;

Thence, proceed South 25 degrees 53 minutes 28 seconds West, a distance of 48.82 feet to the **POINT OF TERMINATION** on the West line of said Section 3, Block 37 and West line of the above referenced The City of Midland, Texas Tract, being common with the East line of said Section 4, Block 37, from which the Point of Commencement bears North 77 degrees 28 minutes 07 seconds West, a distance of 5,961.79 feet.

The above described Right-of-Way contains 3.08 acres and is 2,682.11 linear feet or 162.55 rods in length.

Bearing Source: North, Bearings, Distances and Coordinates are based on the Texas Coordinate System of 1983, Central Zone, U.S. Survey Foot, derived from GPS Observations,

processed through OPUS [NAD_83(2011)(EPOCH:2010.0000)], survey performed by Hunt, Guillot & Associates, L.L.C.

I, J. Walter Ballard, Registered Professional Land Surveyor No. 6317-Texas, hereby certify that the above field notes were prepared from an actual field survey made on the ground and under my direction and supervision within the month of January, 2025.

Walter Ballard Date: 05/14/2025

J. Walter Ballard, R.P.L.S. Texas No. 6317
Hunt, Guillot & Associates, L.L.C.
603 E Reynolds Drive
Ruston, LA 71270
318-255-6825
TBPELS Firm No. 10193865

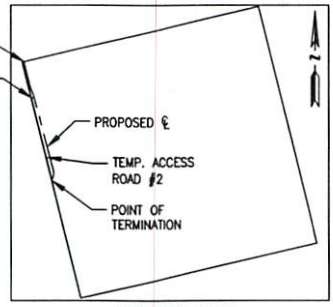
EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE
AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 3, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-129
MIDLAND COUNTY, TEXAS

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

	RIGHT-OF-WAY	3.08 ACRES
	TEMP. WORKSPACE	5.93 ACRES
	LINEAR FEET	2,682.11'
	RODS	162.55
	TEMP. ACCESS ROADS	0.50 ACRES
	LINEAR FEET	1,713.99'
	RODS	103.88



VICINITY MAP
N.T.S.

0 150' 300'
SCALE: 1" = 300'

SHEET 3 OF 6

MDL-TX-MID-056.000
TEXAS TEN TWO LTD.
RESIDUE CALLED 640 ACRES
INST. NO. 2016-35758
O.P.R.M.C.T.

SECTION 46

SECTION 45

N75°54'57"E
37.89'

POINT OF BEGINNING
C/L ROW
N: 10663428.26
E: 1822926.86

FOUND 3" STEEL FENCE CORNER MARKING THE NORTHWEST CORNER OF SECTION 3, BLOCK 37

N76°03'51"E
5,308.97'

EXISTING FENCE

T-2-S
T-3-S

CENTERLINE OF 50' ROW

70' x 496'

S14°20'45"E
556.82'

EXISTING 10" NUSTAR PERMIAN TRANS AND STG, LLC PIPELINE

POINT OF COMMENCEMENT
FOUND RAILROAD SPIKE MARKING THE NORTHWEST CORNER OF SECTION 4, BLOCK 37

TWS #1
0.30 ACRES

EXISTING FOREIGN PIPELINE

SEE SHEET 6
FOR DETAIL D-1

120' x 326'

S22°39'20"E
213.12'

TWS #2
5.63 ACRES

SEE SHEET 5 FOR TEMP. ACCESS ROAD #1 DETAILS

SEE SHEET 6
FOR DETAIL D-2

SEE
DETAIL "A"

S15°09'20"E
1,706.23'
(CONTINUED ON SHEET 4)

EXISTING 10" NUSTAR PERMIAN TRANS AND STG, LLC PIPELINE

70' x 494'

SEE SHEET 5 FOR TEMP. ACCESS ROAD #2 DETAILS

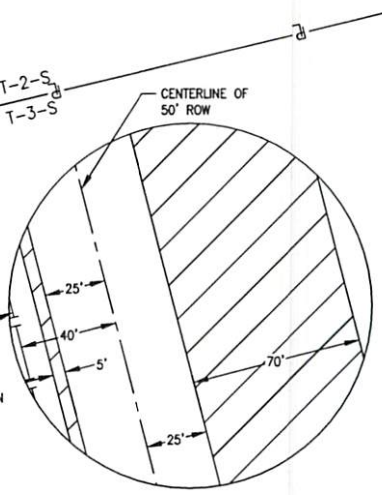
120' x 150'

70' x 605'

5' x 2,635'

EXISTING FENCE

MATCHLINE "A"



DETAIL "A"
N.T.S.

MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

MDL-TX-MID-058.000
THE CITY OF MIDLAND, TEXAS
SECTION 3, BLOCK 37
VOLUME 760, PAGE 465
D.R.M.C.T.

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND RIGHT-OF-WAY ACQUISITION ON DEEDS SUPPLIED BY CLIENT.
3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
5. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.
7. THIS PLAT DETAILS A SINGLE 36" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.
8. TEMPORARY ACCESS ROAD LINEAR FOOTAGE WAS CALCULATED USING THE C/L OF TEMP. ACCESS ROAD #1 AND ALONG THE WEST BOUNDARY LINE OF THE SUBJECT PROPERTY FOR TEMP. ACCESS ROAD #2

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO. TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
B	04/03/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/19/25	ISSUED FOR REVIEW	JWH	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRWN BY JWH DATE 03/19/25 APPROVED BY
CHECKED BY CPD DATE 03/19/25
APPROVED BY JWB DATE 03/19/25 PROJECT MANAGER / PROJECT ENGINEER
PROJ. ID. 8.M24001.00.0 SCALE AS NOTED

MDL-TX-MID-058.000

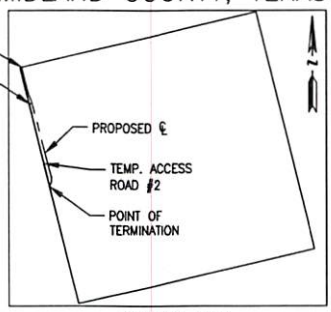
EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE
AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 3, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-129
MIDLAND COUNTY, TEXAS

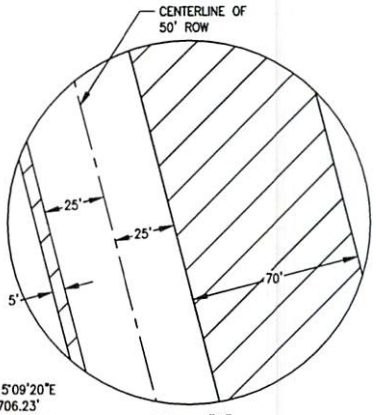
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

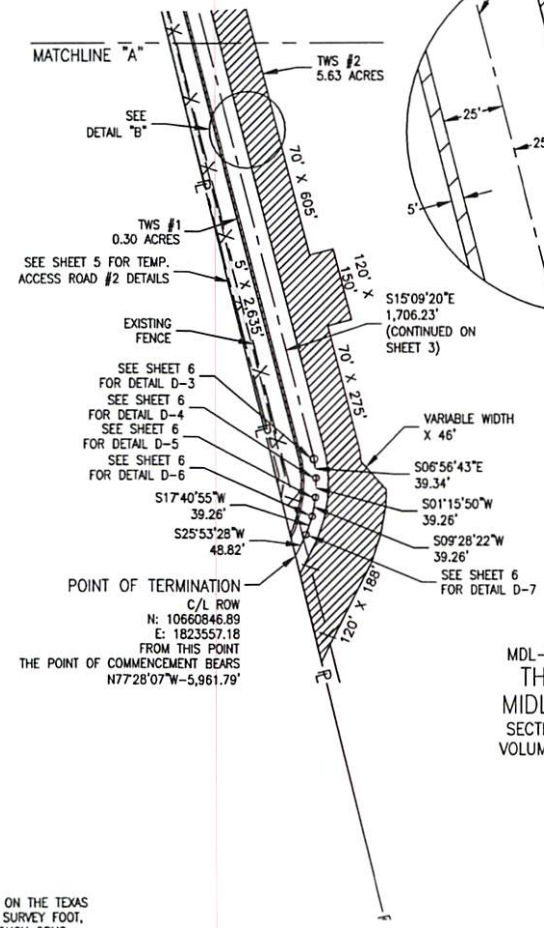
	RIGHT-OF-WAY	3.08 ACRES
	TEMP. WORKSPACE	5.93 ACRES
	LINEAR FEET	2,682.11'
	RODS	162.55
	TEMP. ACCESS ROADS	0.50 ACRES
	LINEAR FEET	1,713.99'
	RODS	103.88



VICINITY MAP
N.T.S.



DETAIL "B"
N.T.S.



MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

MDL-TX-MID-058.000
THE CITY OF MIDLAND, TEXAS
SECTION 3, BLOCK 37
VOLUME 760, PAGE 465
D.R.M.C.T.

SCALE: 1" = 300'

SHEET 4 OF 6

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND RIGHT-OF-WAY ACQUISITION ON DEEDS SUPPLIED BY CLIENT.
3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
5. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.
7. THIS PLAT DETAILS A SINGLE 36" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.
8. TEMPORARY ACCESS ROAD LINEAR FOOTAGE WAS CALCULATED USING THE C/L OF TEMP. ACCESS ROAD #1 AND ALONG THE WEST BOUNDARY LINE OF THE SUBJECT PROPERTY FOR TEMP. ACCESS ROAD #2

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193865

NO.	DATE		DRAWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
B	04/03/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/19/25	ISSUED FOR REVIEW	JWH	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY JWH	DATE 03/19/25	APPROVED BY	
CHECKED BY CPD	DATE 03/19/25		
APPROVED BY JWB	DATE 03/19/25	PROJECT MANAGER / PROJECT ENGINEER	
PROJ. ID. 8.M24001.00.0	SCALE AS NOTED	MDL-TX-MID-058.000	

PACKET 14.25 June 24, 2025

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE
AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 3, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-129
MIDLAND COUNTY, TEXAS

SCALE: 1" = 300'

SHEET 5 OF 6

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
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HWY.	HIGHWAY
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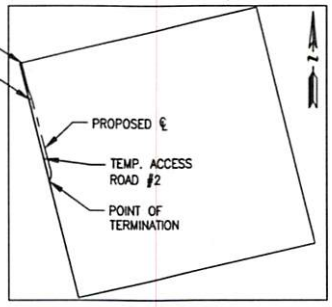
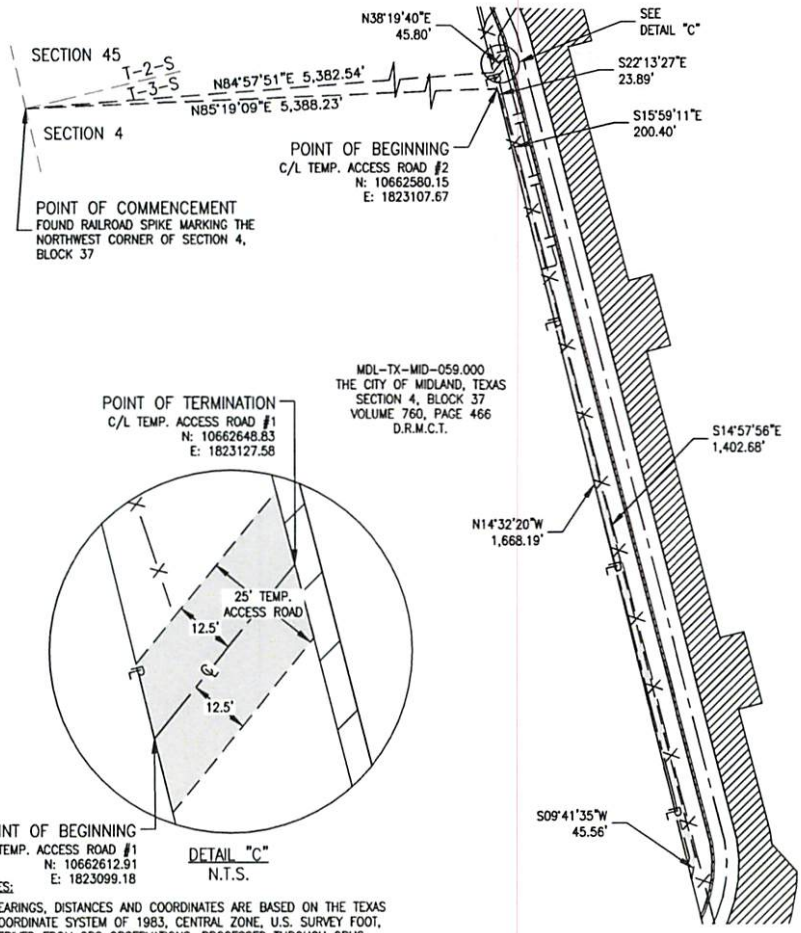


VICINITY MAP
N.T.S.



DETAIL "C"
N.T.S.

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Walter Ballard 05/14/2025

J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO. TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
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C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
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A	03/19/25	ISSUED FOR REVIEW	JWH	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY JWH	DATE 03/19/25	APPROVED BY	
CHECKED BY CPD	DATE 03/19/25	PROJECT MANAGER / PROJECT ENGINEER	
APPROVED BY JWB	DATE 03/19/25		
PROJ. ID. 8.M24001.00.0	SCALE AS NOTED	MDL-TX-MID-058.000	

LEGEND

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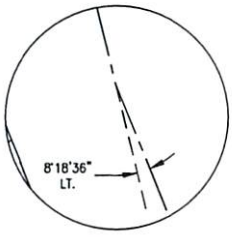
EXHIBIT "B"

PERMANENT RIGHT-OF-WAY, TEMPORARY WORKSPACE
AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 3, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-129

DEFLECTION ANGLE DETAILS



DETAIL "D-1"
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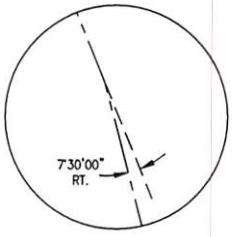

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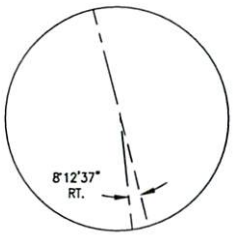

DETAIL "D-3"
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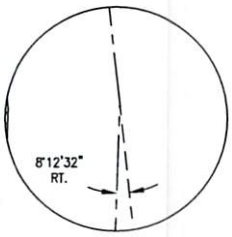

DETAIL "D-4"
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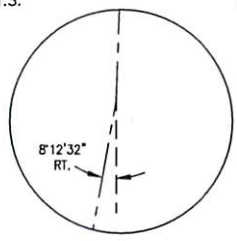

DETAIL "D-5"
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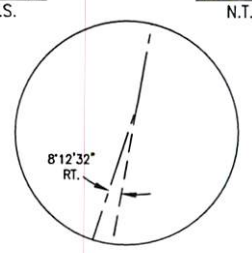
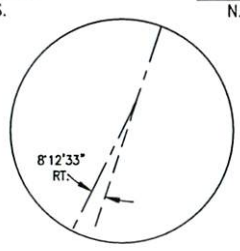


DETAIL "D-6"
N.T.S.



DETAIL "D-7"
N.T.S.

NOTES:
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Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193865

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

NO.	DATE		DRAWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
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A	03/19/25	ISSUED FOR REVIEW	JWH	CPD	JWB

DRAWN BY JWH — DATE 03/19/25 — APPROVED BY
CHECKED BY CPD — DATE 03/19/25
APPROVED BY JWB — DATE 03/19/25 — PROJECT MANAGER / PROJECT ENGINEER
PROJ. ID. 8.M24001.00.0 — SCALE AS NOTED

MDL-TX-MID-058.000

EXHIBIT "A"

MDL-TX-MID-059.000
Field Notes for Hugh Brinson Pipeline, LLC
Midland Lateral Pipeline
The City of Midland, Texas
3.95 Acre Right-of-Way

GENERAL DESCRIPTION

A certain 50-foot wide tract or parcel of land situated in Section 4, Block 37, Township 3 South, T&P Railroad Company Survey, F.A. Fowler, Abstract 907, Midland County, Texas, having been acquired by The City of Midland, Texas, as per deed recorded in Volume 760, Page 466 of the Deed Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-059.000 with latest revision date of April 21, 2025, the centerline of which is more particularly described as follows, to wit:

RIGHT-OF-WAY CENTERLINE DESCRIPTION

COMMENCING at a found 1/2 inch iron rod inside a 5-inch by 5-inch concrete monument marking the Southwest corner of said Section 4, Block 37;

Thence, proceed North 49 degrees 40 minutes 09 seconds East, a distance of 5,938.62 feet to the East line of said Section 4, Block 37, and the East line of the above referenced The City of Midland, Texas Tract, also being the West line of Section 3, Block 37 and West line of a certain tract acquired by The City of Midland, Texas, as per deed recorded in Volume 760, Page 465, of the Deed Records of Midland County, Texas, for the **POINT OF BEGINNING;**

Thence, proceed South 25 degrees 53 minutes 28 seconds West, a distance of 3,438.88 feet to the **POINT OF TERMINATION** on the South line of said Section 4, Block 37, and South line of the above referenced The City of Midland, Texas Tract, Volume 760, Page 466, also being the North line of Section 9, Block 37 and North line of a certain tract acquired by The City of Midland, Texas, as per deed recorded in Volume 1276, Page 94, of the Official Public Records of Midland County, Texas, from which point the Point of Commencement bears South 76 degrees 04 minutes 53 seconds West, a distance of 3,117.02 feet.

The above described Right-of-Way contains 3.95 acres and is 3,438.88 linear feet or 208.42 rods in length.

Bearing Source: North, Bearings, Distances and Coordinates are based on the Texas Coordinate System of 1983, Central Zone, U.S. Survey Foot, derived from GPS Observations, processed through OPUS [NAD_83(2011)(EPOCH:2010.0000)], survey performed by Hunt, Guillot & Associates, L.L.C.

I, J. Walter Ballard, Registered Professional Land Surveyor No. 6317-Texas, hereby certify that the above field notes were prepared from an actual field survey made on the ground and under my direction and supervision within the month of January, 2025.

Walter Ballard Date: 05/14/2025

J. Walter Ballard, R.P.L.S. Texas No. 6317
Hunt, Guillot & Associates, L.L.C.
603 E Reynolds Drive
Ruston, LA 71270
318-255-6825
TBPELS Firm No. 10193865

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE
AND TEMPORARY ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 4, BLOCK 37, T-3-S
T&P RR CO SURVEY, F.A. FOWLER, A-907
MIDLAND COUNTY, TEXAS

SCALE: 1" = 300'

SHEET 2 OF 4

LEGEND

INST.	INSTRUMENT
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	RODS	208.42
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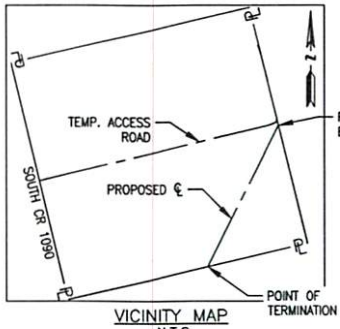
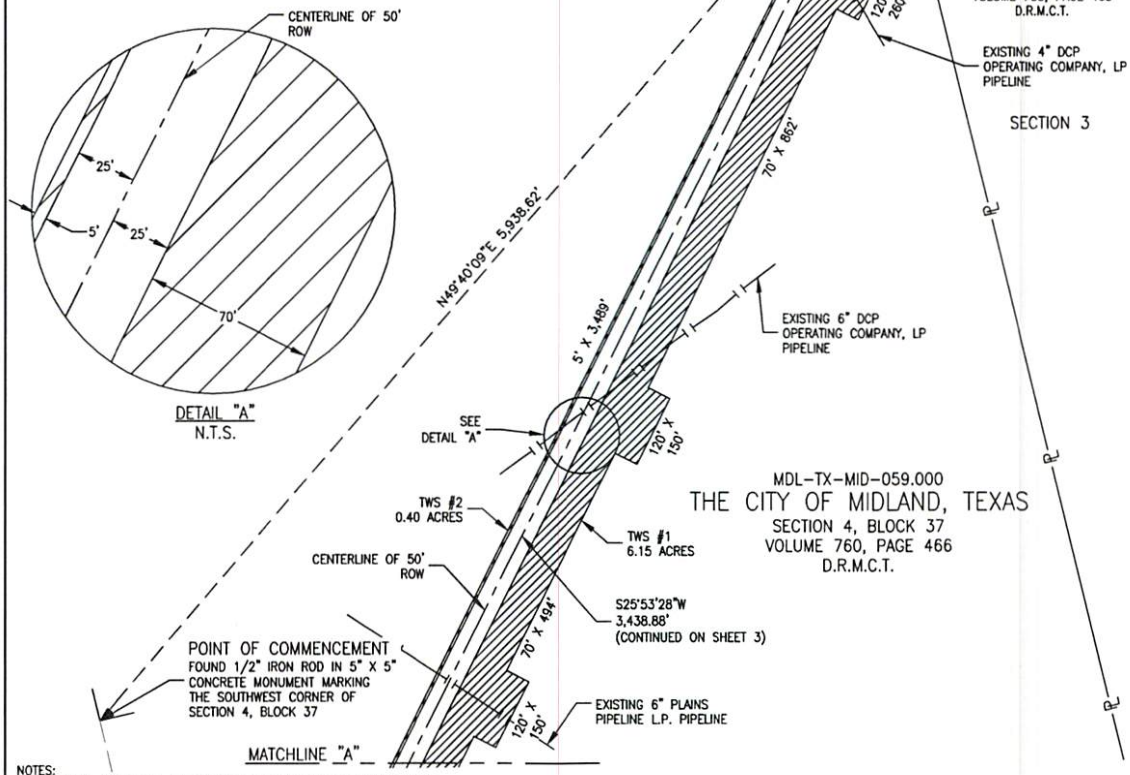
	LINEAR FEET	6,153.43'
	RODS	372.94



VICINITY MAP
N.T.S.



DETAIL "A"
N.T.S.

MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

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Walter Ballard 05/14/2025

J. WALTER BALLARD DATE:
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PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
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603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
B	04/02/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/20/25	ISSUED FOR REVIEW	JWH	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS
HUGH BRINSON PIPELINE, LLC

DRAWN BY JWH DATE 03/20/25 APPROVED BY
CHECKED BY CPD DATE 03/20/25
APPROVED BY JWB DATE 03/20/25 PROJECT MANAGER / PROJECT ENGINEER
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED
MDL-TX-MID-059.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE
AND TEMPORARY ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 4, BLOCK 37, T-3-S
T&P RR CO SURVEY, F.A. FOWLER, A-907
MIDLAND COUNTY, TEXAS

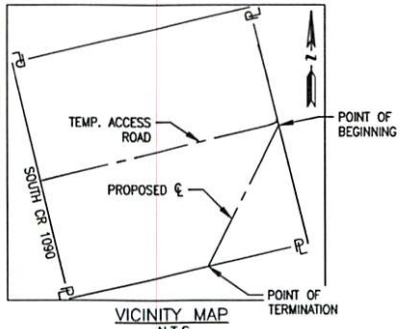
SCALE: 1" = 300'

SHEET 3 OF 4

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

	RIGHT-OF-WAY	3.95 ACRES
	TEMP. WORKSPACE	6.55 ACRES
	LINEAR FEET	3,438.88'
	RODS	208.42
	TEMP. ACCESS ROAD	3.54 ACRES
	LINEAR FEET	6,153.43'
	RODS	372.94



VICINITY MAP
N.T.S.

MATCHLINE "A"

MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

5' X 3,489'

70' X 1,125'

SEE DETAIL "B"

S25°53'28"W
3,438.88'
(CONTINUED ON SHEET 2)

TWS #2
0.40 ACRES

TWS #1
6.15 ACRES

CENTERLINE OF 50' ROW

CENTERLINE OF 50' ROW

25'

5'

25'

70'

DETAIL "B"
N.T.S.

EXISTING 8" ENTERPRISE PRODUCTS OPERATING LLC PIPELINE

EXISTING 24" TARGA PL MID-CONT WESTTEX LLC PIPELINE

120' X 107'

VARIABLE WIDTH
X 100'

POINT OF TERMINATION
C/L ROW
N: 10657753.19
E: 1822055.55
FROM THIS POINT
THE POINT OF COMMENCEMENT BEARS
S76°04'53"W-3,117.02'

EXISTING FENCE

MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.

SECTION 9

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
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3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
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6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.
7. THIS PLAT DETAILS A SINGLE 36" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY JWH	DATE 03/20/25	APPROVED BY	
CHECKED BY CPD	DATE 03/20/25		
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PROJ. ID. 8.M24001.00.0	SCALE AS NOTED	MDL-TX-MID-059.000	

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T&P RR CO SURVEY, F.A. FOWLER, A-907
MIDLAND COUNTY, TEXAS

SCALE: 1" = 1000'

SHEET 4 OF 4

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
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PL	PROPERTY LINE
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HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
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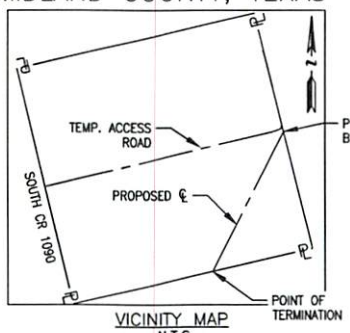
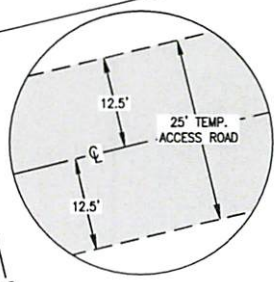


VICINITY MAP
N.T.S.



DETAIL "C"
N.T.S.

POINT OF TERMINATION
C/L TEMP. ACCESS ROAD
N: 10662612.91
E: 1823099.18

POINT OF RESUMPTION
C/L TEMP. ACCESS ROAD
N: 10661812.43
E: 1823306.77

POINT OF SUSPENSION
C/L TEMP. ACCESS ROAD
N: 10660994.85
E: 1823518.81

POINT OF BEGINNING
C/L TEMP. ACCESS ROAD
N: 10659590.80
E: 1818440.97

SECTION 3

SECTION 5

SECTION 9

MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

MDL-TX-MID-058.000
THE CITY OF MIDLAND, TEXAS
SECTION 3, BLOCK 37
VOLUME 760, PAGE 465
D.R.M.C.T.

MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.

POINT OF COMMENCEMENT
FOUND 1/2" IRON ROD IN 5" X 5" CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 4, BLOCK 37

N38°19'40"E 19.54'
N22°13'27"W 47.14'
N15°59'11"W 199.60'
N14°57'56"W 568.92'
N14°32'20"W 844.63'
N65°01'50"E 98.07'
N72°29'11"E 99.99'
N09°41'35"E 82.68'
N75°45'23"E 2,599.88'
N75°28'29"E 2,437.61'
N12°49'34"W 2,653.60'

EXISTING 36" WWM MIDKIFF PIPELINE
EXISTING FENCE
EXISTING TARGA PIPELINE
EXISTING 3" FOREIGN PIPELINE
EXISTING 4" FOREIGN PIPELINE
EXISTING 4" DCP OPERATING COMPANY, LP PIPELINE
EXISTING 36" WWM OPERATING, LLC PIPELINE
EXISTING 12" MARATHON PIPE LINE LLC PIPELINE
EXISTING 6" DCP OPERATING COMPANY, LP PIPELINE
EXISTING 6" PLAINS PIPELINE L.P. PIPELINE
EXISTING 8" ENTERPRISE PRODUCTS OPERATING LLC PIPELINE
EXISTING 24" TARGA PL MID-CONT WESTTEX LLC PIPELINE

NOTES:
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Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193865

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A	03/20/25	ISSUED FOR REVIEW	JWH	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY JWH DATE 03/20/25
CHECKED BY CPD DATE 03/20/25
APPROVED BY JWB DATE 03/20/25
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED

MDL-TX-MID-059.000

EXHIBIT "A"

MDL-TX-MID-060.000
Field Notes for Hugh Brinson Pipeline, LLC
Midland Lateral Pipeline
The City of Midland, Texas
6.85 Acre Right-of-Way
0.64 Acre Access Road
0.06 Acre Surface Site

RIGHT-OF-WAY GENERAL DESCRIPTION

A certain 50-foot wide tract or parcel of land situated in Section 9, Block 37, Township 3 South, T&P Railroad Company Survey, Abstract 132, Midland County, Texas, said Section 9 having been acquired by The City of Midland, Texas, as per deed recorded in Volume 1276, Page 94 of the Official Public Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-060.000 dated March 21, 2025, the centerline of which is more particularly described as follows to wit:

RIGHT-OF-WAY CENTERLINE DESCRIPTION

COMMENCING at a found 1/2 inch iron rod inside a 5-inch by 5-inch concrete monument marking the Northwest corner of said Section 9, Block 37;

Thence, proceed North 76 degrees 04 minutes 53 seconds East, along the North Line of said Section 9, Block 37 and North line of the above referenced The City of Midland, Texas Tract, said point also being on the South line of Section 4, Block 37 and South line of a certain tract acquired by The City of Midland, Texas, as per deed recorded in Volume 760, Page 466 of the Deed Records of Midland County, Texas, a distance of 3,117.02 feet, to the **POINT OF BEGINNING;**

Thence, proceed South 25 degrees 53 minutes 28 seconds West, a distance of 2,809.33 feet;

Thence, proceed South 17 degrees 52 minutes 24 seconds West, a distance of 40.68 feet;

Thence, proceed South 09 degrees 51 minutes 20 seconds West, a distance of 40.68 feet;

Thence, proceed South 01 degrees 50 minutes 15 seconds West, a distance of 40.68 feet;

Thence, proceed South 06 degrees 10 minutes 50 seconds East, a distance of 40.69 feet;

Thence, proceed South 14 degrees 12 minutes 10 seconds East, a distance of 3,002.11 feet to the **POINT OF TERMINATION** on the South line of said Section 9, Block 37 and South line of the above referenced The City of Midland, Texas Tract, Volume 1276, Page 94, and North line of Section 16, Block 37 being the North line of a certain tract acquired by The City of Midland, Texas, as per deed recorded in Volume 1160, Page 622 of the Deed Records of Midland County, Texas, from which point the Point of Commencement bears North 27 degrees 27 minutes 24 seconds West, a distance of 5,463.20 feet.

The above described Right-of-Way contains 6.85 acres and is 5,974.16 linear feet or 362.07 rods in length.

ACCESS ROAD GENERAL DESCRIPTION

A certain 25-foot wide tract or parcel of land situated in Section 9, Block 37, Township 3 South, T&P Railroad Company Survey, Abstract 132, Midland County, Texas, said Section 9 having been acquired by The City of Midland, Texas, as per deed recorded in Volume 1276, Page 94 of the Official Public Records of Midland County, Texas, and being shown on a plat prepared by

Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-060.000 dated March 21, 2025, the centerline of which is more particularly described as follows to wit:

ACCESS ROAD CENTERLINE DESCRIPTION

COMMENCING at a found 1/2 inch iron rod inside a 5-inch by 5-inch concrete monument marking the Northwest corner of said Section 9, Block 37;

Thence, proceed South 15 degrees 52 minutes 42 seconds East, a distance of 3,957.99 feet to a point on the apparent East right-of-way line of South County Road 1090, for the **POINT OF BEGINNING;**

Thence, proceed North 75 degrees 47 minutes 40 seconds East, a distance of 1,111.84 feet to the **POINT OF TERMINATION,** from which point the Point of Commencement bears North 31 degrees 26 minutes 28 seconds West, a distance of 4,142.31 feet.

The above described Right-of-Way contains 0.64 acres and is 1,111.84 linear feet or 67.38 rods in length.

SURFACE SITE GENERAL DESCRIPTION

A certain 50-foot by 50-foot tract or parcel of land situated in Section 9, Block 37, Township 3 South, T&P Railroad Company Survey, Abstract 132, Midland County, Texas, said Section 9 having been acquired by The City of Midland, Texas, as per deed recorded in Volume 1276, Page 94 of the Official Public Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-060.000 dated March 21, 2025, being more particularly described as follows to wit:

SURFACE SITE CENTERLINE DESCRIPTION

COMMENCING at a found 1/2 inch iron rod inside a 5-inch by 5-inch concrete monument marking the Northwest Corner of said Section 9, Block 37;

Thence, proceed South 31 degrees 35 minutes 46 seconds East, a distance of 4,108.53 feet to the **POINT OF BEGINNING;**

Thence, proceed North 75 degrees 47 minutes 50 seconds East, a distance of 50.00 feet;

Thence, proceed South 14 degrees 12 minutes 10 seconds East, a distance of 50.00 feet;

Thence, proceed South 75 degrees 47 minutes 50 seconds West, a distance of 50.00 feet;

Thence, proceed North 14 degrees 12 minutes 10 seconds West, a distance of 50.00 feet back to the **POINT OF BEGINNING.**

The above described Surface Site contains 0.06 acres.

Bearing Source: North, Bearings, Distances and Coordinates are based on the Texas Coordinate System of 1983, U.S. Survey Foot, derived from GPS Observations, processed through OPUS [NAD_83(2011)(EPOCH:2010.0000)], survey performed by Hunt, Guillot & Associates, L.L.C.

I, J. Walter Ballard, Registered Professional Land Surveyor No. 6317-Texas, hereby certify that the above field notes were prepared from an actual field survey made on the ground and under my direction and supervision within the month of January, 2025.

Date: 05/14/2025

J. Walter Ballard, R.P.L.S. Texas No. 6317
Hunt, Guillot & Associates, L.L.C.
603 E Reynolds Drive
Ruston, LA 71270
318-255-6825
TBPELS Firm No. 10193865

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE, TEMPORARY ACCESS ROADS, ACCESS ROAD, AND SURFACE SITE
LYING WITHIN AND BEING A PART OF
SECTION 9, BLOCK 37 T-3-S
T&P RR CO SURVEY, A-132
MIDLAND COUNTY, TEXAS

SCALE: 1" = 300'

SHEET 4 OF 12

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
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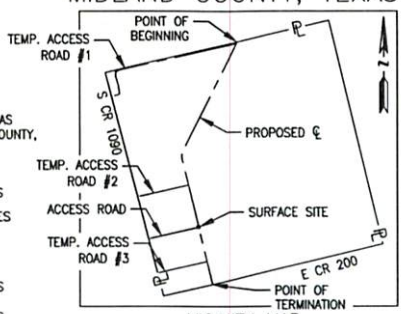
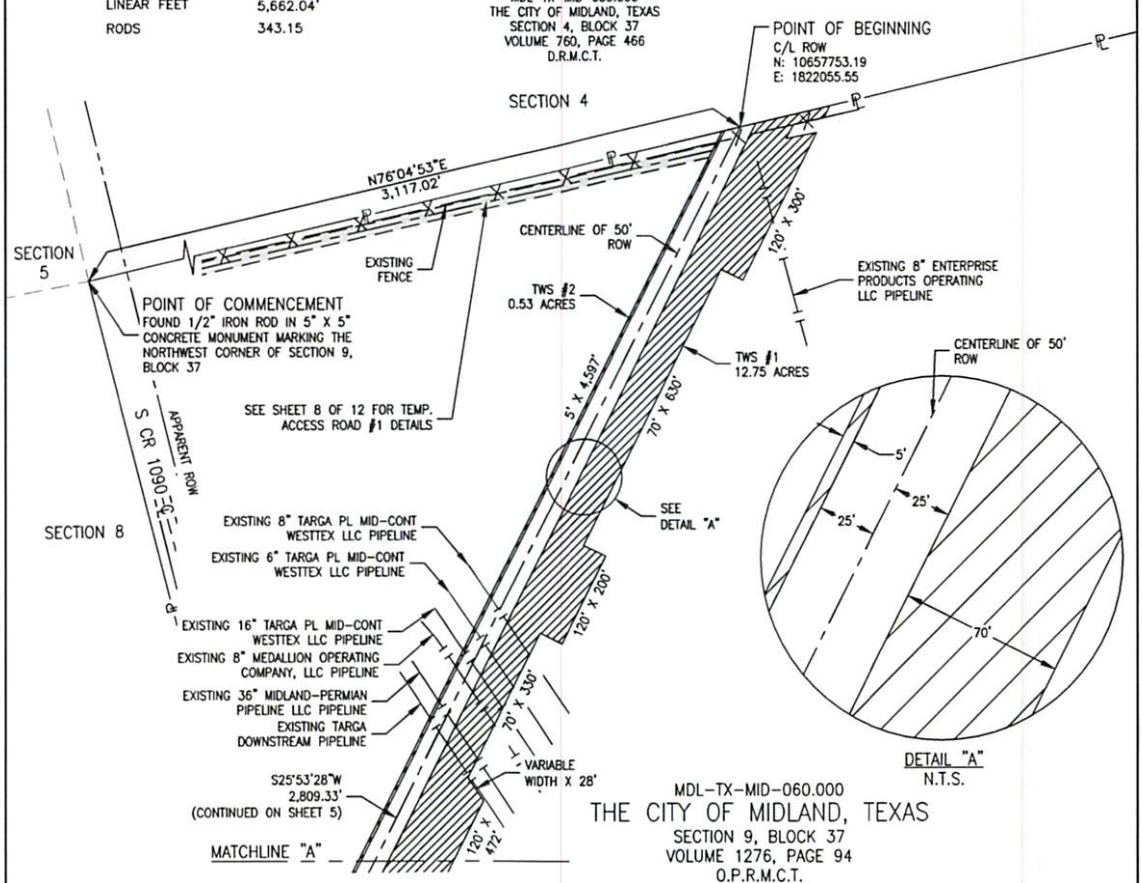
	RODS	362.07
	SURFACE SITE	0.06 ACRES
	ACCESS ROAD	0.64 ACRES
	LINEAR FEET	1,111.84'
	RODS	67.38
	TEMP. ACCESS ROADS	3.24 ACRES
	LINEAR FEET	5,662.04'
	RODS	343.15



VICINITY MAP
N.T.S.

MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.



DETAIL "A"
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SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
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PHONE: (318) 255-6825

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6317
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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY BVC	DATE 03/21/25	APPROVED BY	
CHECKED BY CPD	DATE 03/21/25		
APPROVED BY JWB	DATE 03/21/25	PROJECT MANAGER / PROJECT ENGINEER	
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LYING WITHIN AND BEING A PART OF
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T&P RR CO SURVEY, A-132
MIDLAND COUNTY, TEXAS

SCALE: 1" = 300'

SHEET 5 OF 12

LEGEND

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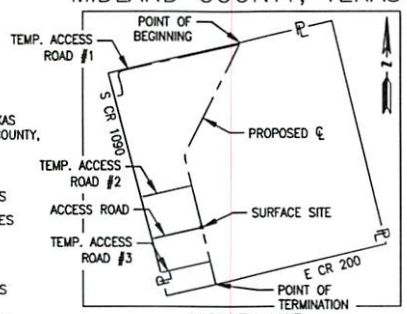
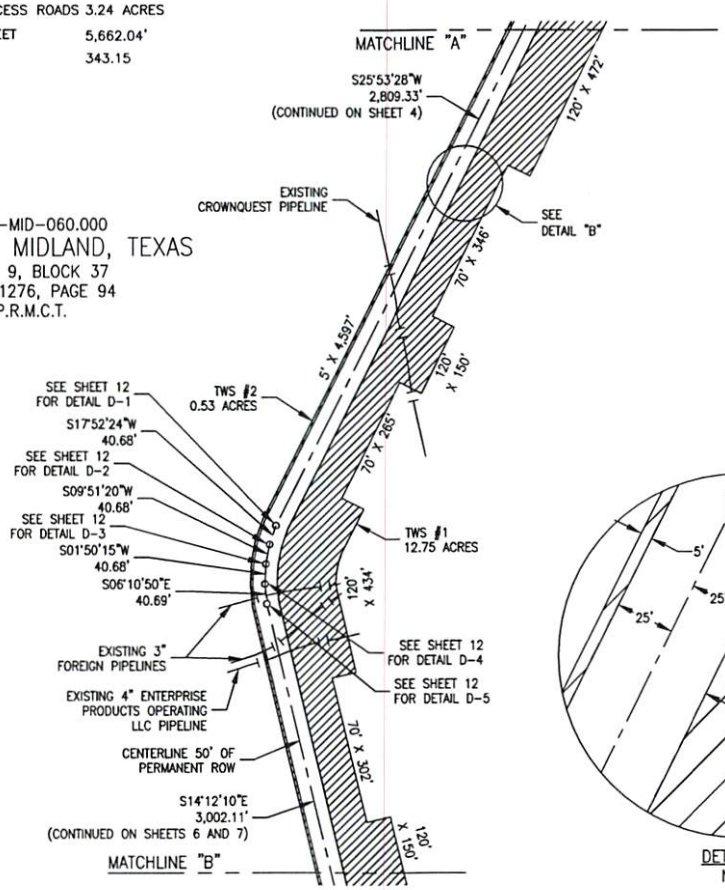
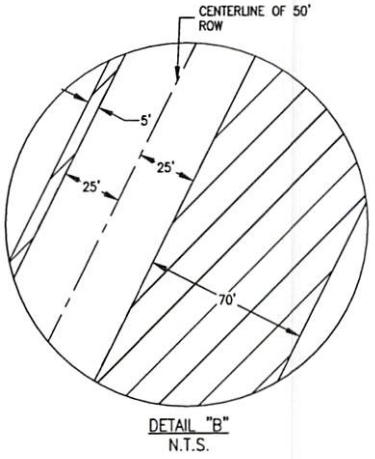
	LINEAR FEET	5,662.04'
	RODS	343.15



VICINITY MAP
N.T.S.



MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.



DETAIL "B"
N.T.S.

NOTES:
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Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
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PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
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RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO. TX 10193865

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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY BVC	DATE 03/21/25	APPROVED BY	
CHECKED BY CPD	DATE 03/21/25		
APPROVED BY JWB	DATE 03/21/25	PROJECT MANAGER / PROJECT ENGINEER	
PROJ. ID. 8.M24001.00.0	SCALE AS NOTED	MDL-TX-MID-060.000	

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RIGHT-OF-WAY, TEMPORARY WORKSPACE, TEMPORARY ACCESS ROADS, ACCESS ROAD, AND SURFACE SITE
LYING WITHIN AND BEING A PART OF
SECTION 9, BLOCK 37 T-3-S
T&P RR CO SURVEY, A-132
MIDLAND COUNTY, TEXAS

SHEET 6 OF 12

SCALE: 1" = 300'

0 150' 300'

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
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FM	FARM TO MARKET
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TEMP.	TEMPORARY
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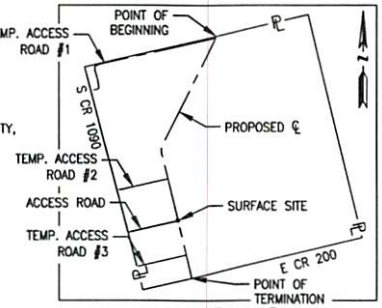

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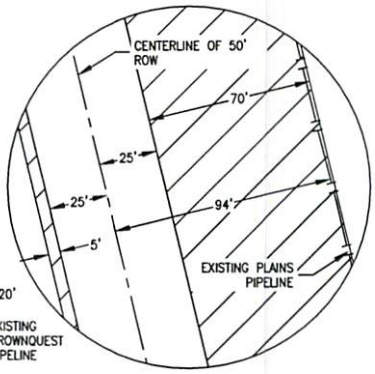

DETAIL "C"
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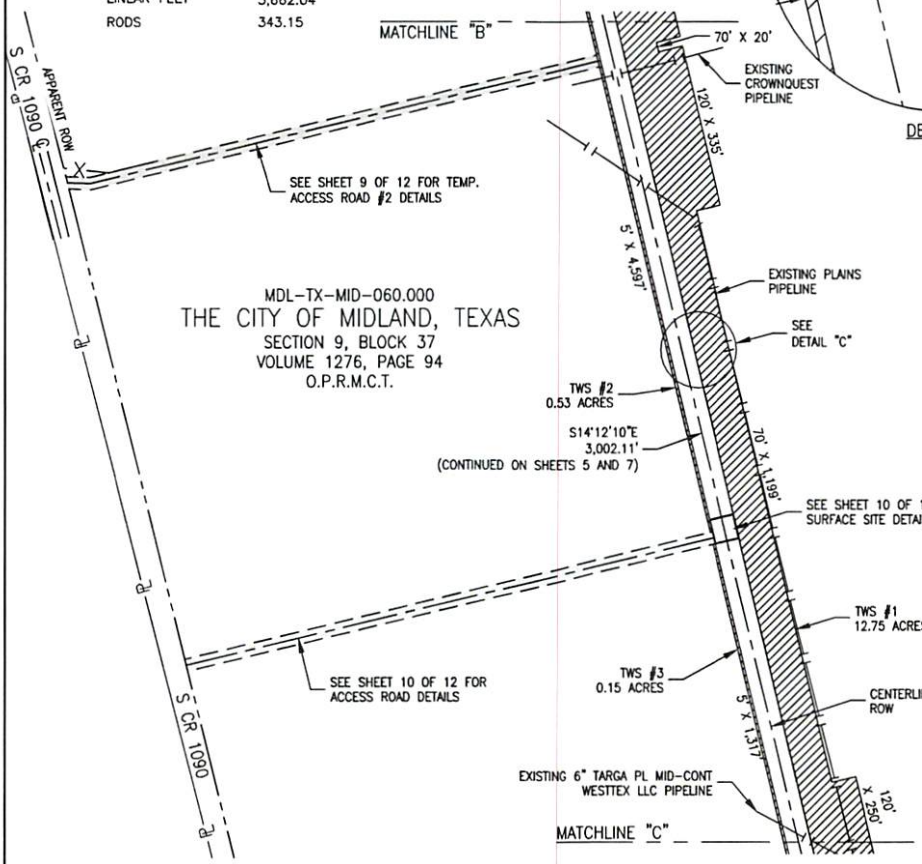

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MIDLAND COUNTY, TEXAS

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PROGL ID.	8.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-060.000

EXHIBIT "B"

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T&P RR CO SURVEY, A-132
MIDLAND COUNTY, TEXAS

SHEET 7 OF 12

LEGEND

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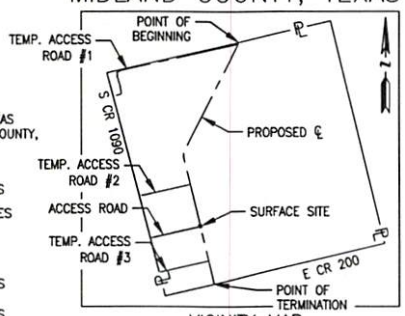
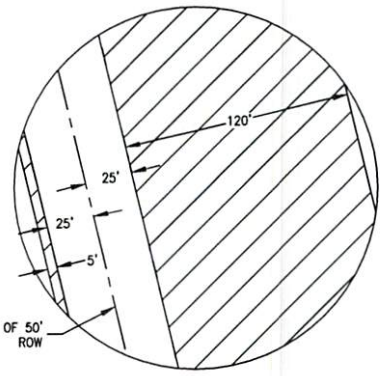
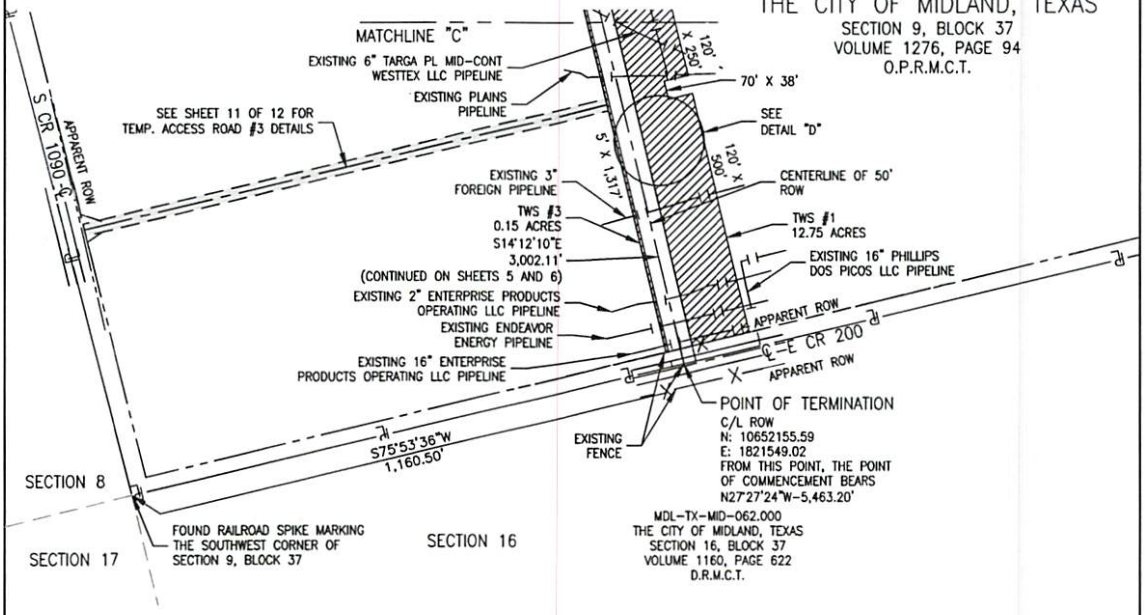


VICINITY MAP
N.T.S.



DETAIL "D"
N.T.S.



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THE CITY OF MIDLAND, TEXAS
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VOLUME 1276, PAGE 94
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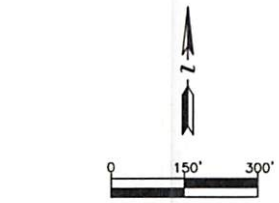

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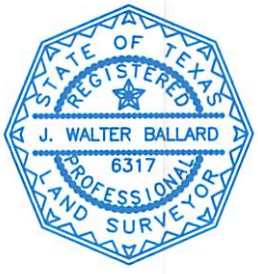

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MIDLAND COUNTY, TEXAS

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EXHIBIT "B"

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T&P RR CO SURVEY, A-132
MIDLAND COUNTY, TEXAS

SCALE: 1" = 500'

SHEET 8 OF 12

LEGEND

INST.	INSTRUMENT
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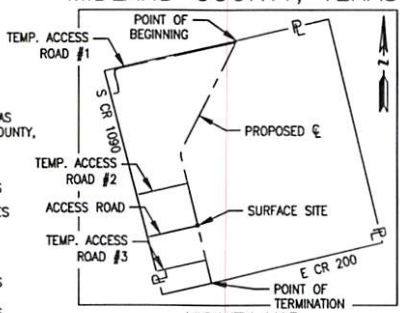


VICINITY MAP
N.T.S.

TEMPORARY ACCESS ROAD LINE TABLE #1

LINE #	BEARING	DISTANCE
L1	N22°53'44"E	93.28'
L2	N38°28'24"E	37.66'
L3	N10°08'57"W	203.95'
L4	N16°05'50"W	199.44'
L5	N00°25'24"E	96.03'
L6	N57°37'19"E	94.86'
L7	N76°47'45"E	399.42'
L8	N76°13'34"E	600.90'
L9	N76°41'08"E	599.22'
L10	N76°15'18"E	600.26'
L11	N76°25'13"E	519.85'

MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

SECTION 4

POINT OF TERMINATION
TEMP. ACCESS ROAD #1
N: 10657704.62
E: 1821998.65

AT A FOUND 1/2" IRON ROD IN 5" X 5" CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 9, BLOCK 37

SECTION 5

SEE DETAIL "E"

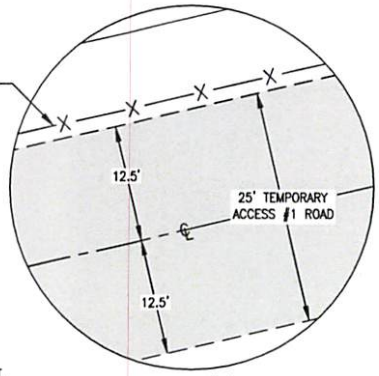
S22°42'53"E 574.92'

SECTION 8

MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.

POINT OF BEGINNING
TEMP. ACCESS ROAD #1
N: 10656473.08
E: 1819252.06

E CR 1090
APPARENT ROW



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SHEET 9 OF 12

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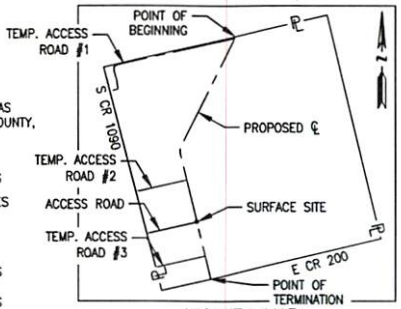

VICINITY MAP
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MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

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SECTION 5

SECTION 4

SECTION 8

MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.

S16°16'22"E 2,945.65' APPARENT ROW

POINT OF TERMINATION
TEMP. ACCESS ROAD #2
N: 10654439.66
E: 1820940.02

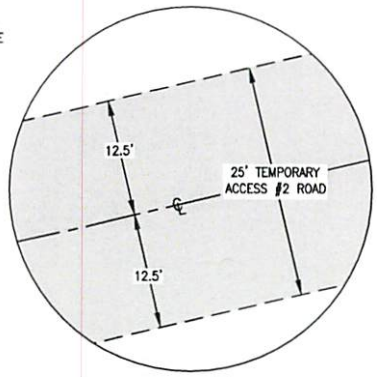
SEE DETAIL "F"

N75°41'04"E 1,070.25'

POINT OF BEGINNING
TEMP. ACCESS ROAD #2
N: 10654175.77
E: 1819855.46

S89°06'40"E 47.55'

S CR 1090



DETAIL "F"
N.T.S.

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND RIGHT-OF-WAY ACQUISITION ON DEEDS SUPPLIED BY CLIENT.
3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
5. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.
7. THIS PLAT DETAILS A SINGLE 36" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
B	04/02/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/21/25	ISSUED FOR REVIEW	BVC	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	BVC	DATE	03/21/25
CHECKED BY	CPD	DATE	03/21/25
APPROVED BY	JWB	DATE	03/21/25
PROJ. ID.	8.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-060.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE, TEMPORARY ACCESS ROADS, ACCESS ROAD, AND SURFACE SITE LYING WITHIN AND BEING A PART OF SECTION 9, BLOCK 37 T-3-S T&P RR CO SURVEY, A-132

MIDLAND COUNTY, TEXAS

SHEET 10 OF 12

SCALE: 1" = 200'

0 100' 200'

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
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O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

	RIGHT-OF-WAY	6.85 ACRES
	TEMP. WORKSPACE	13.43 ACRES
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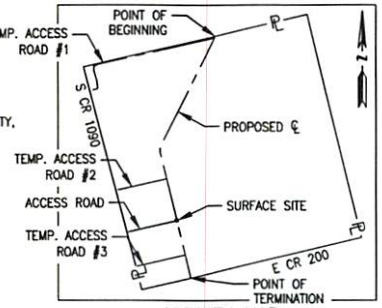
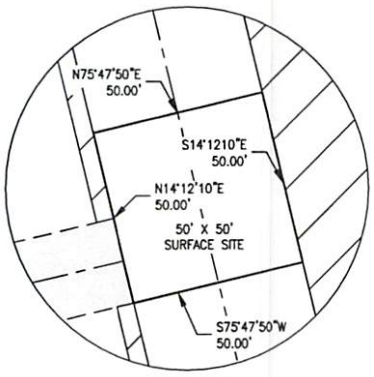
	RODS	362.07
	SURFACE SITE	0.06 ACRES
	ACCESS ROAD	0.64 ACRES
	LINEAR FEET	1,111.84'
	RODS	67.38
	TEMP. ACCESS ROADS	3.24 ACRES
	LINEAR FEET	5,662.04'
	RODS	343.15



VICINITY MAP
N.T.S.



DETAIL "H"
N.T.S.

MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

SECTION 4

POINT OF COMMENCEMENT
AT A FOUND 1/2" IRON ROD IN 5" X 5" CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 9, BLOCK 37

SECTION 5

S31°35'46"E 4,106.53'
N31°26'28"W 4,142.31'

MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.

POINT OF BEGINNING
PERMANENT SURFACE SITE
N: 10653505.62
E: 1821181.58

SEE DETAIL "H"

POINT OF TERMINATION
ACCESS ROAD
N: 10653469.29
E: 1821190.77

S15°52'42"E 3,957.99'

SECTION 8

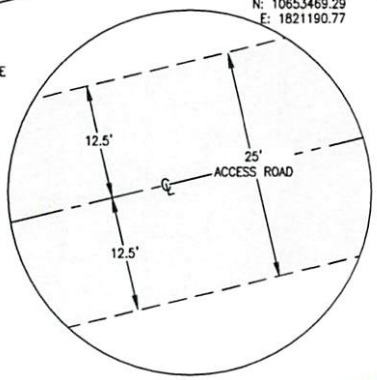
SEE DETAIL "G"

N75°47'40"E 1,111.84'

S CR 1090

APPARENT ROW

POINT OF BEGINNING
ACCESS ROAD
N: 10653196.44
E: 1820112.93



DETAIL "G"
N.T.S.

NOTES:
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I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO. TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
B	04/02/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/21/25	ISSUED FOR REVIEW	BVC	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	BVC	DATE	03/21/25
CHECKED BY	CPD	DATE	03/21/25
APPROVED BY	JWB	DATE	03/21/25
PROJ. ID.	8.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-060.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE, TEMPORARY ACCESS ROADS, ACCESS ROAD, AND SURFACE SITE
LYING WITHIN AND BEING A PART OF
SECTION 9, BLOCK 37 T-3-S
T&P RR CO SURVEY, A-132
MIDLAND COUNTY, TEXAS

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
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FND.	FOUND
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O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

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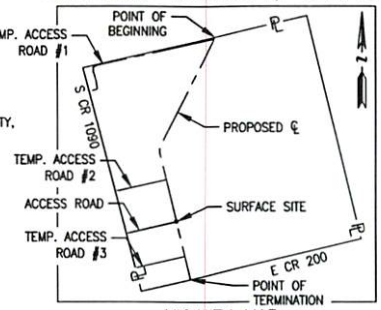
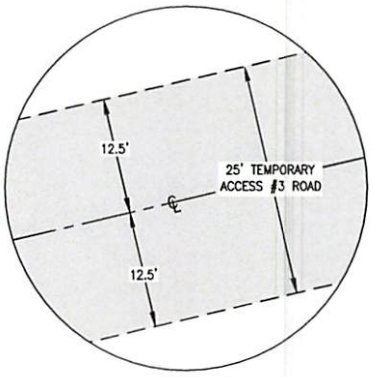
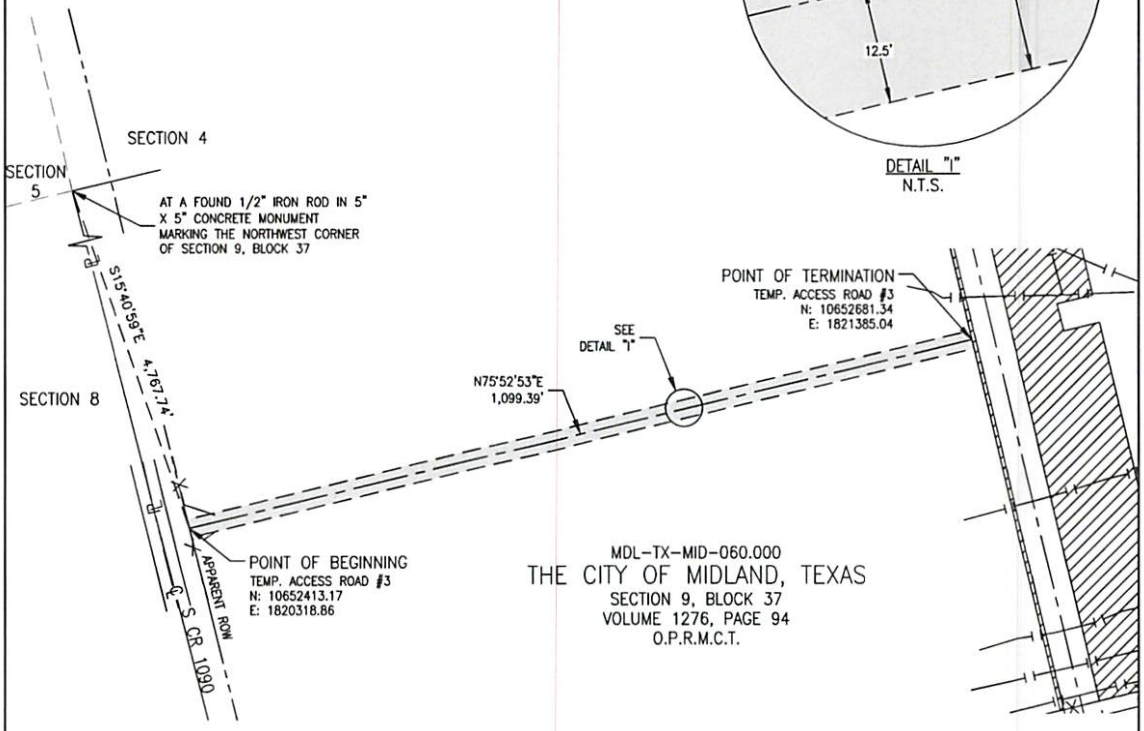


VICINITY MAP
N.T.S.



DETAIL "1"
N.T.S.



MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.

SHEET 11 OF 12

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J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
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PHONE: 318-255-6825
FIRM LICENSE NO. TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY BVC	DATE 03/21/25	APPROVED BY	
CHECKED BY CPD	DATE 03/21/25		
APPROVED BY JWB	DATE 03/21/25	PROJECT MANAGER / PROJECT ENGINEER	
PROJ. ID. 8.M24001.00.0	SCALE AS NOTED	MDL-TX-MID-060.000	

EXHIBIT "B"

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LYING WITHIN AND BEING A PART OF
SECTION 9, BLOCK 37 T-3-S
T&P RR CO SURVEY, A-132
MIDLAND COUNTY, TEXAS

LEGEND

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HWY.	HIGHWAY
CR	COUNTY ROAD
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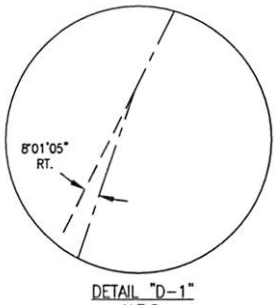
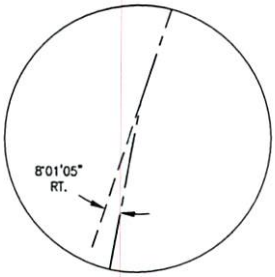
DEFLECTION ANGLE DETAILS



DETAIL "D-1"
N.T.S.



DETAIL "D-2"
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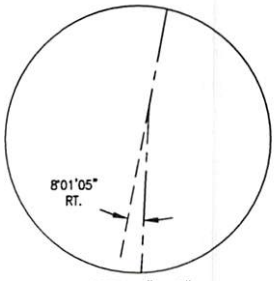
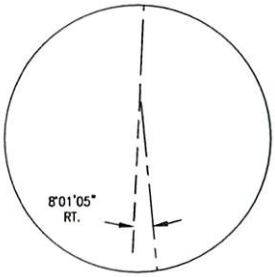


DETAIL "D-3"
N.T.S.



DETAIL "D-4"
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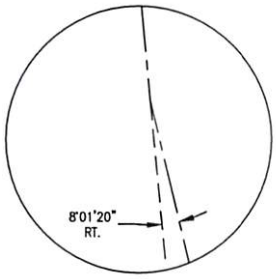

DETAIL "D-5"
N.T.S.

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Walter Ballard 05/14/2025

J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY BVC	DATE 03/21/25	APPROVED BY	
CHECKED BY CPD	DATE 03/21/25		
APPROVED BY JWB	DATE 03/21/25	PROJECT MANAGER / PROJECT ENGINEER	
PROJ. ID. 8.M24001.00.0	SCALE AS NOTED	MDL-TX-MID-060.000	

PACKET 14.43 June 24, 2025

EXHIBIT "A"

MDL-TX-MID-064.000
Field Notes for Hugh Brinson Pipeline, LLC
Midland Lateral Pipeline
THE CITY OF MIDLAND, TEXAS
6.24 Acre Permanent Easement
3.03 Acre Permanent Access Road

GENERAL DESCRIPTION

A certain 50-foot wide tract or parcel of land situated in Section 21, Block 37, Township 3 South, T&P Railroad Company Survey, Abstract 136, Midland County, Texas, and being a portion of a certain tract, Section 21, Block 37, Township 3 South, acquired by The City of Midland, Texas, as per deed recorded in Volume 1160, Page 622 of the Deed Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-064.000 dated March 21, 2025, the centerline of which is more particularly described as follows to wit:

PERMANENT EASEMENT CENTERLINE DESCRIPTION

COMMENCING at a found ½-inch iron rod at the Northwest corner of said Section 21;

Thence, proceed North 76 degrees 01 minutes 42 seconds East coincident with the North line of said Section 21, a distance of 775.04 feet to the **POINT OF BEGINNING** on the North line of the above referenced The City of Midland, Texas Tract and the South line of a certain tract acquired by The City of Midland, Texas, Section 16, acquired by The City of Midland, Texas, as per deed recorded in Volume 1160, Page 622, of the Deed Records of Midland County, Texas;

Thence, proceed South 13 degrees 37 minutes 10 seconds East, a distance of 179.02 feet;

Thence, proceed South 06 degrees 07 minutes 10 seconds East, a distance of 40.06 feet;

Thence, proceed South 01 degrees 22 minutes 50 seconds West, a distance of 39.34 feet;

Thence, proceed South 08 degrees 52 minutes 50 seconds West, a distance of 39.34 feet;

Thence, proceed South 16 degrees 22 minutes 50 seconds West, a distance of 1,150.71 feet;

Thence, proceed South 08 degrees 45 minutes 55 seconds West, a distance of 40.67 feet;

Thence, proceed South 01 degrees 08 minutes 59 seconds West, a distance of 40.67 feet;

Thence, proceed South 06 degrees 27 minutes 56 seconds East, a distance of 40.68 feet;

Thence, proceed South 14 degrees 04 minutes 51 seconds East, a distance of 3,862.34 feet to the **POINT OF TERMINATION** on the South line of said Section 21, from which point the Point of Commencement bears North 15 degrees 27 minutes 44 seconds West, a distance of 5,267.11 feet.

The above described Permanent Easement contains 6.24 acres and is 5,432.83 linear feet or 329.26 rods in length.

PERMANENT ACCESS ROAD GENERAL DESCRIPTION

A certain 25-foot wide tract or parcel of land situated in Section 21, Block 37, Township 3 South, T&P Railroad Company Survey, Abstract 136, Midland County, Texas, and being a portion of a called Section 21 acquired by The City of Midland Texas, as per deed recorded in Volume 1160, Page 622 of the Deed Records of Midland County Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-064.000 dated March 21, 2025, the centerline of which is more particularly described as follows to wit:

PERMANENT ACCESS ROAD CENTERLINE DESCRIPTION

COMMENCING at a found ½-inch iron rod at the Northwest corner of said Section 21;

Thence, proceed North 76 degrees 01 minutes 16 seconds East on the North line of said Section 21, a distance of 100.29 feet to the **POINT OF BEGINNING**, on the North line of the above referenced The City of Midland, Texas Tract and the South line of a certain tract acquired by The City of Midland, Texas, Section 16, acquired by The City of Midland, Texas, as per deed recorded in Volume 1160, Page 622, of the Deed Records of Midland County, Texas;

Thence, proceed South 14 degrees 02 minutes 10 seconds East, a distance of 86.11 feet;

Thence, proceed South 06 degrees 05 minutes 38 seconds West, a distance of 167.56 feet;

Thence, proceed South 13 degrees 38 minutes 20 seconds East, a distance of 2,499.12 feet;

Thence, proceed South 13 degrees 58 minutes 29 seconds East, a distance of 2,522.53 feet to the **POINT OF TERMINATION** on the South line of said Section 21, from which point the Point of Commencement bears North 14 degrees 16 minutes 55 seconds West, a distance of 5,265.19 feet.

The above described Permanent Access Road contains 3.03 acres and is 5,275.32 linear feet or 319.72 rods in length.

Bearing Source: North, Bearings, Distances and Coordinates are based on UTM Zone 14, NAD 83 Datum, U.S. Survey Foot, derived from GPS Observations, processed through OPUS [NAD_83(2011)(EPOCH:2010.0000)], survey performed by Hunt, Guillot & Associates, L.L.C.

I, J. Walter Ballard, Registered Professional Land Surveyor No. 6317-Texas, hereby certify that the above field notes were prepared from an actual field survey made on the ground and under my direction and supervision within the month of January, 2025.

Walter Ballard Date: 04/09/2025

J. Walter Ballard, R.P.L.S. Texas No. 6317
Hunt, Guillot & Associates, L.L.C.
603 E Reynolds Drive
Ruston, LA 71270
318-255-6825
TBPELS Firm No. 10193865

EXHIBIT "B"

PERMANENT EASEMENT, TEMPORARY WORKSPACE,
PERMANENT ACCESS ROAD AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 21, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-136

MIDLAND COUNTY, TEXAS

SCALE: 1" = 300'

SHEET 3 OF 10

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
PERM.	PERMANENT
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
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O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

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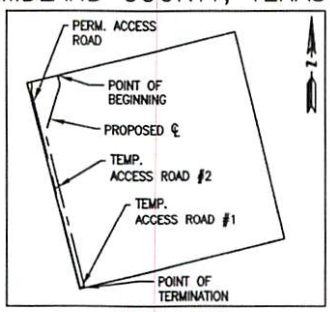
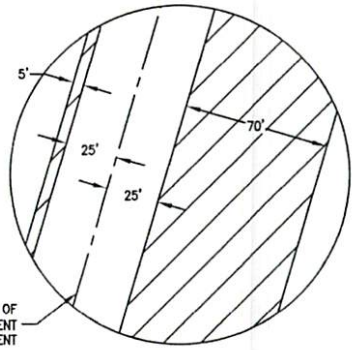
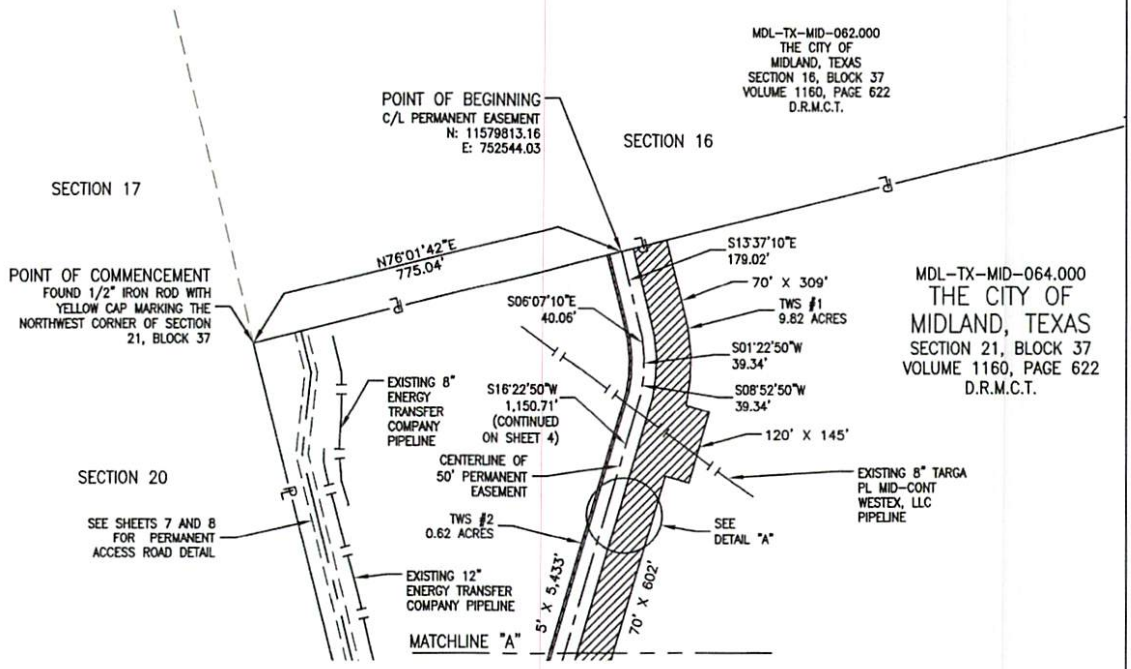


VICINITY MAP
N.T.S.



DETAIL "A"
N.T.S.



NOTES:
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3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
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6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 04/09/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO. TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
B	04/09/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/21/25	ISSUED FOR REVIEW	SDS	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS
HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS	DATE 03/21/25	APPROVED BY	
CHECKED BY CPD	DATE 03/21/25		
APPROVED BY JWB	DATE 03/21/25	PROJECT MANAGER / PROJECT ENGINEER	
PROJ. ID. 8.M24001.00.0	SCALE AS NOTED	MDL-TX-MID-064.000	

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LYING WITHIN AND BEING A PART OF
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T&P RR CO SURVEY, A-136

MIDLAND COUNTY, TEXAS

SCALE: 1" = 300'

SHEET 4 OF 10

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
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PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
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FM	FARM TO MARKET
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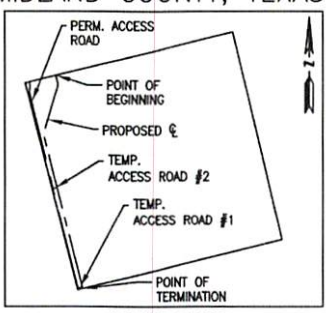
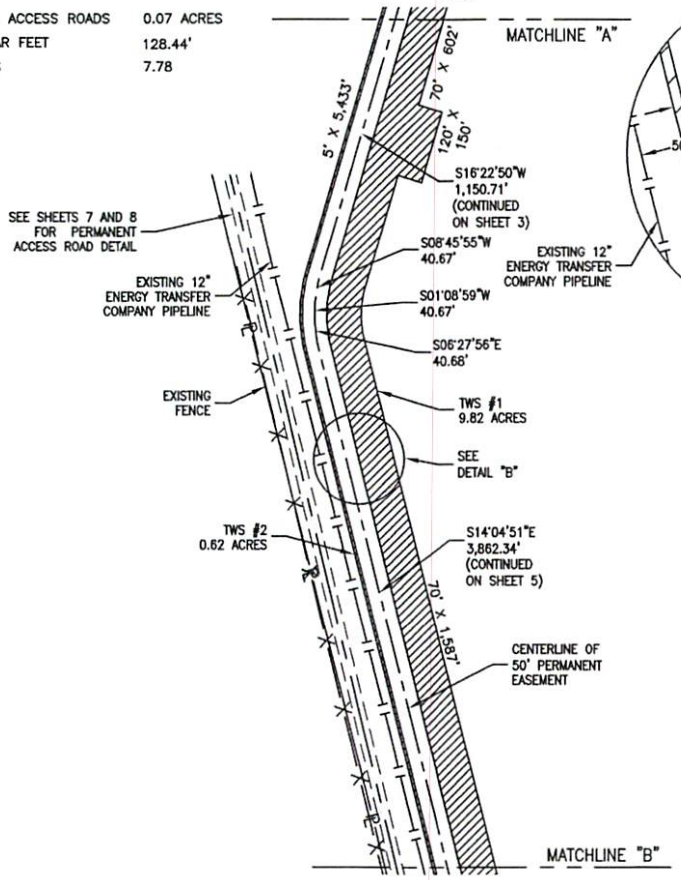
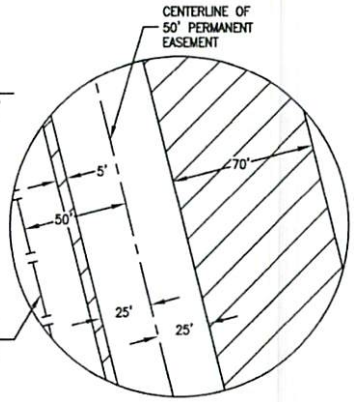


VICINITY MAP
N.T.S.





DETAIL "B"
N.T.S.

MDL-TX-MID-064.000
THE CITY OF
MIDLAND, TEXAS
SECTION 21, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

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Walter Ballard 04/09/2025

J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
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LAND SURVEYOR

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NO.	DATE		DRWN	CHK'D	APP'D
B	04/09/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS	DATE 03/21/25	APPROVED BY	
CHECKED BY CPD	DATE 03/21/25		
APPROVED BY JWB	DATE 03/21/25	PROJECT MANAGER / PROJECT ENGINEER	
PROJ ID. 8.M24001.00.0	SCALE AS NOTED	MDL-TX-MID-064.000	

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SECTION 21, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-136

MIDLAND COUNTY, TEXAS

SCALE: 1" = 300'

SHEET 5 OF 10

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
PERM.	PERMANENT
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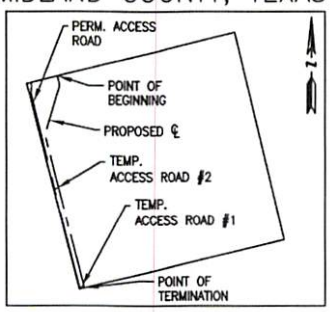
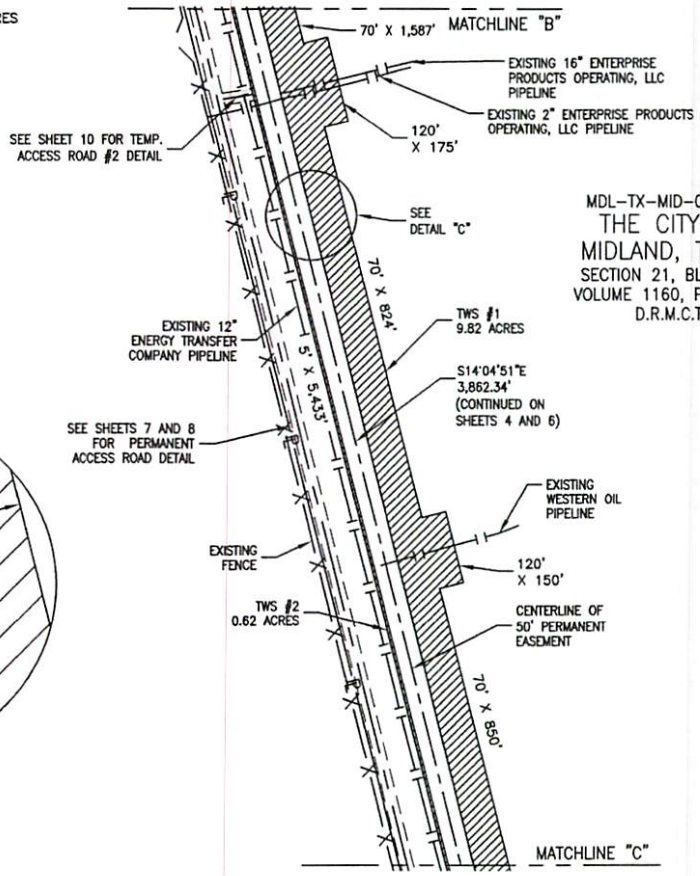
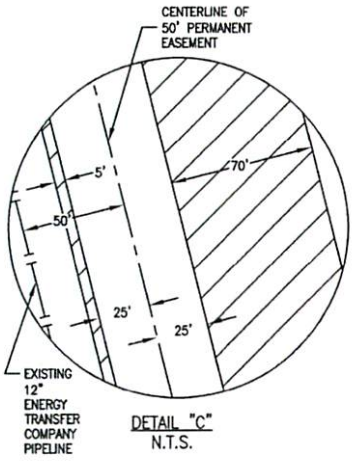


VICINITY MAP
N.T.S.



MDL-TX-MID-064.000
THE CITY OF MIDLAND, TEXAS
SECTION 21, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.



DETAIL "C"
N.T.S.

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FIRM LICENSE NO. TX 10193865

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A	03/21/25	ISSUED FOR REVIEW	SDS	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS
HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS DATE 03/21/25 APPROVED BY
CHECKED BY CPD DATE 03/21/25
APPROVED BY JWB DATE 03/21/25 PROJECT MANAGER / PROJECT ENGINEER
PROJ. ID. 8.M24001.00.0 SCALE AS NOTED

MDL-TX-MID-064.000

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SECTION 21, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-136

MIDLAND COUNTY, TEXAS

SCALE: 1" = 300'

SHEET 6 OF 10

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
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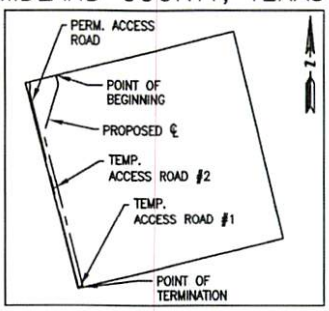
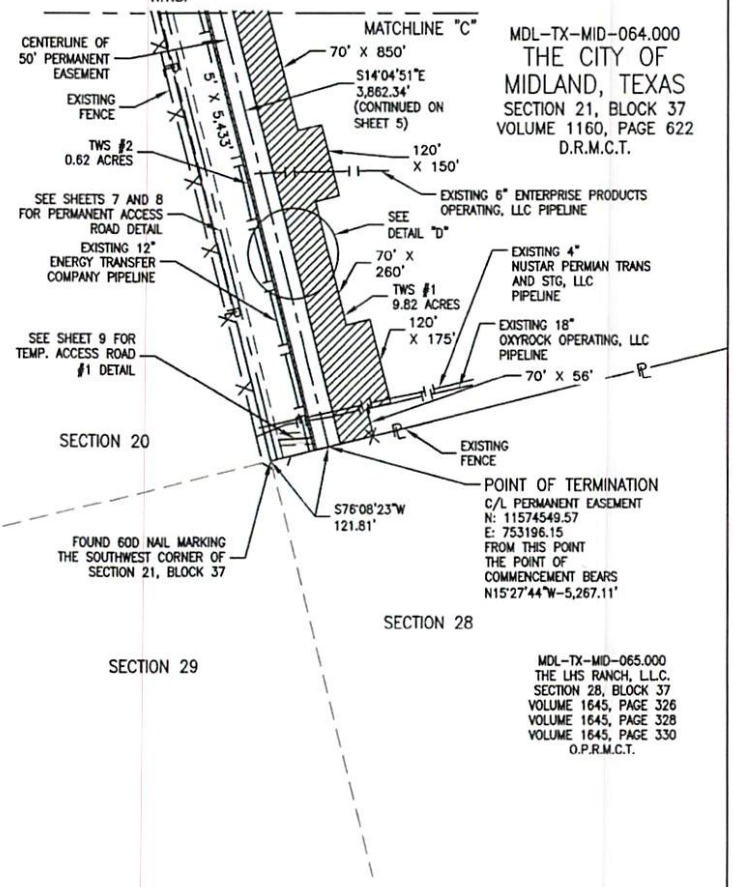
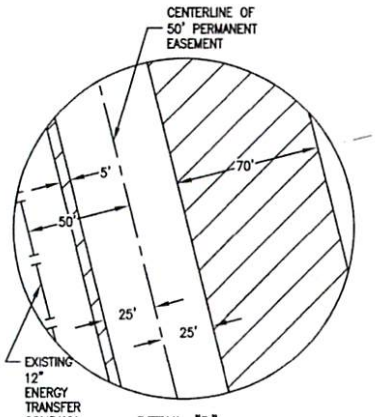


VICINITY MAP
N.T.S.



MDL-TX-MID-064.000
THE CITY OF MIDLAND, TEXAS
SECTION 21, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

MDL-TX-MID-065.000
THE LHS RANCH, L.L.C.
SECTION 28, BLOCK 37
VOLUME 1645, PAGE 326
VOLUME 1645, PAGE 328
VOLUME 1645, PAGE 330
O.P.R.M.C.T.



DETAIL "D"
N.T.S.

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MIDLAND COUNTY, TEXAS
HUGH BRINSON PIPELINE, LLC

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MIDLAND COUNTY, TEXAS

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SHEET 7 OF 10

LEGEND

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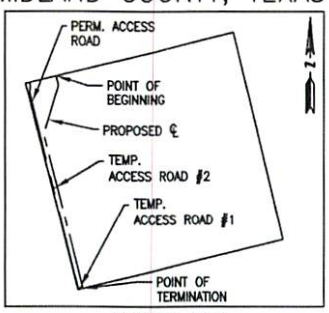
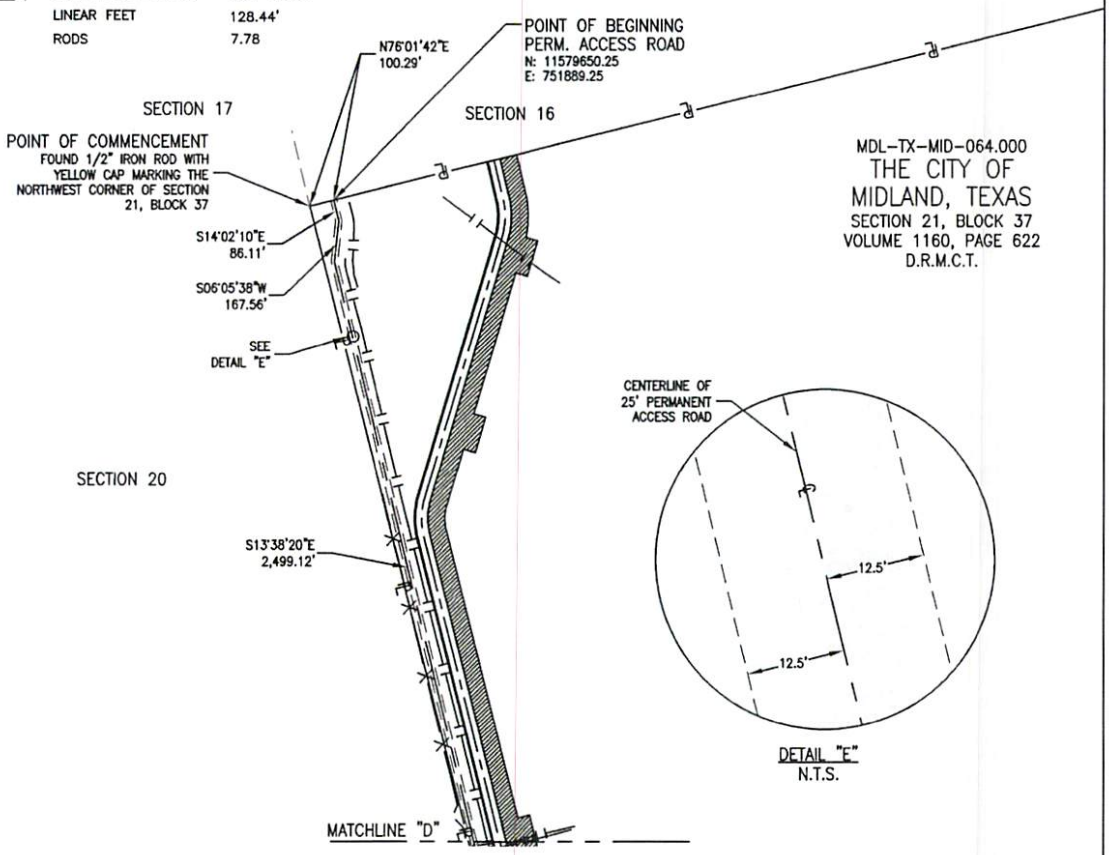


VICINITY MAP
N.T.S.

MDL-TX-MID-062.000
THE CITY OF
MIDLAND, TEXAS
SECTION 16, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.



MDL-TX-MID-064.000
THE CITY OF
MIDLAND, TEXAS
SECTION 21, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

DETAIL "E"
N.T.S.

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON UTM ZONE 14, NAD 83 DATUM, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
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3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE PERMANENT EASEMENT UNLESS OTHERWISE NOTED.
5. THE SIDE LINES OF SAID EASEMENT LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 04/09/2025

J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193885

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

NO.	DATE		DRWN	CHK'D	APP'D
B	04/09/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/21/25	ISSUED FOR REVIEW	SDS	CPD	JWB

DRAWN BY SDS DATE 03/21/25 APPROVED BY
CHECKED BY CPD DATE 03/21/25
APPROVED BY JWB DATE 03/21/25 PROJECT MANAGER / PROJECT ENGINEER
PROJ. ID. 8.M24001.00.0 SCALE AS NOTED

MDL-TX-MID-064.000

EXHIBIT "B"

PERMANENT EASEMENT, TEMPORARY WORKSPACE,
PERMANENT ACCESS ROAD AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 21, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-136

MIDLAND COUNTY, TEXAS

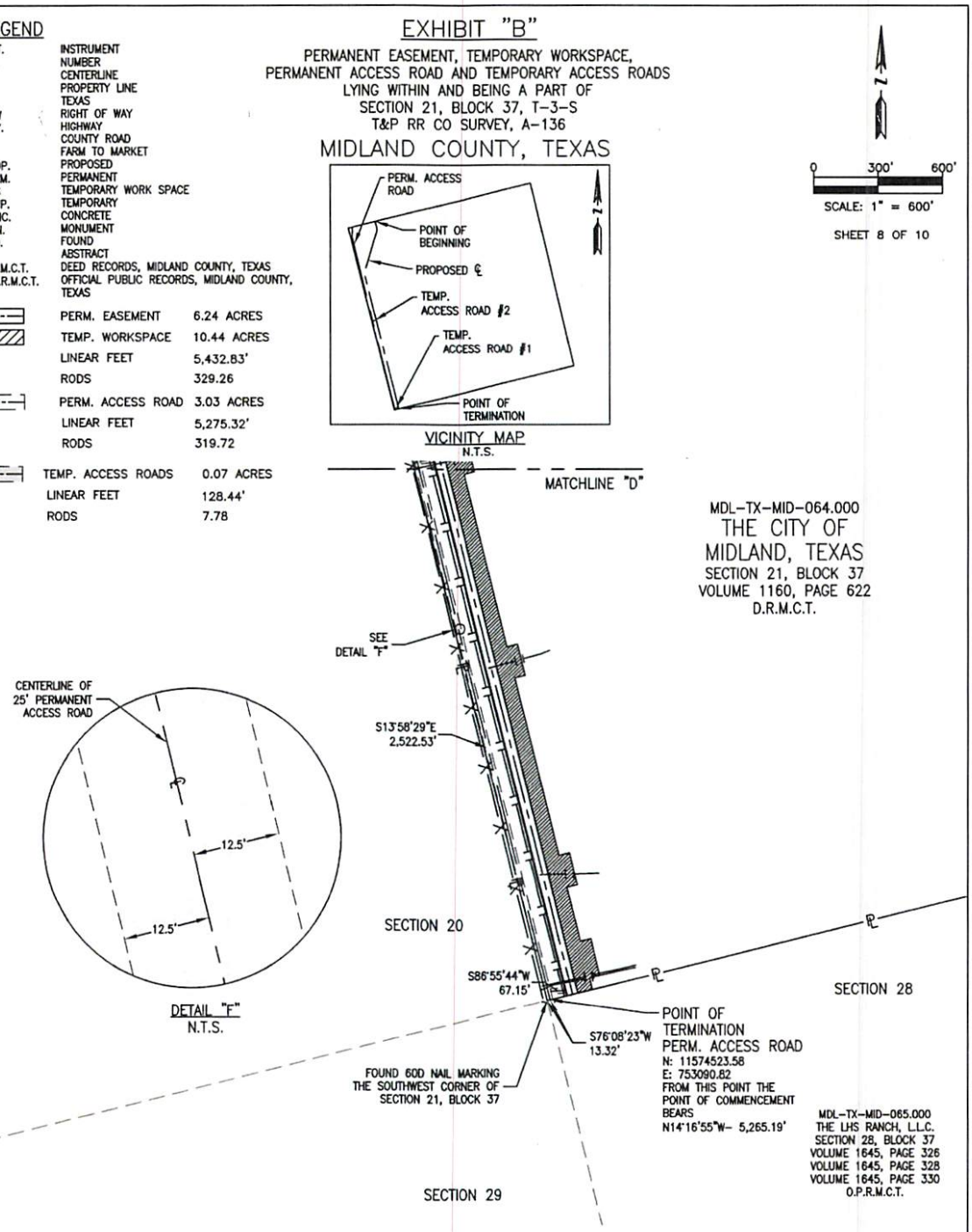
SHEET 8 OF 10

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
PERM.	PERMANENT
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

PERM. EASEMENT	6.24 ACRES	
TEMP. WORKSPACE	10.44 ACRES	
LINEAR FEET	5,432.83'	
RODS	329.26	
PERM. ACCESS ROAD	3.03 ACRES	
LINEAR FEET	5,275.32'	
RODS	319.72	
TEMP. ACCESS ROADS	0.07 ACRES	
LINEAR FEET	128.44'	
RODS	7.78	

VICINITY MAP
N.T.S.



DETAIL "F"
N.T.S.

0 300' 600'
SCALE: 1" = 600'

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON UTM ZONE 14, NAD 83 DATUM, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
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Walter Ballard 04/09/2025

J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
B	04/09/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/21/25	ISSUED FOR REVIEW	SDS	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS	DATE 03/21/25	APPROVED BY	
CHECKED BY CPD	DATE 03/21/25		
APPROVED BY JWB	DATE 03/21/25	PROJECT MANAGER / PROJECT ENGINEER	
PROJ. ID. 8.M24001.00.0	SCALE AS NOTED	MDL-TX-MID-064.000	

EXHIBIT "B"

PERMANENT EASEMENT, TEMPORARY WORKSPACE,
PERMANENT ACCESS ROAD AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 21, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-136

MIDLAND COUNTY, TEXAS

SCALE: 1" = 100'

SHEET 9 OF 10

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
PERM.	PERMANENT
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TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
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LINEAR FEET	128.44'	
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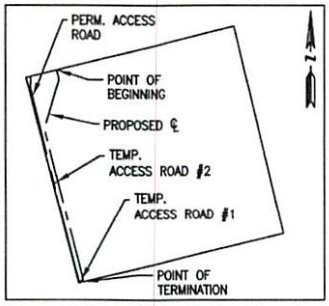
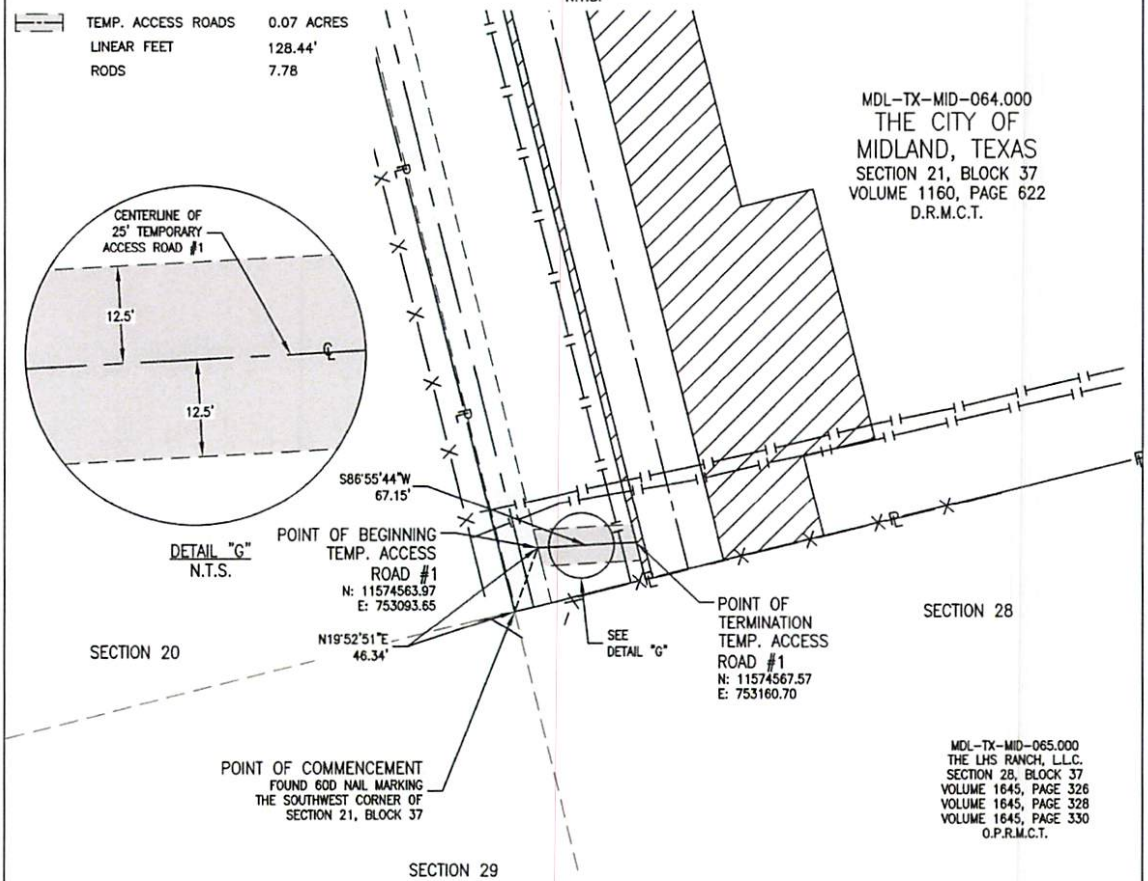


VICINITY MAP
N.T.S.

DETAIL "G"
N.T.S.



NOTES:
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Walter Ballard 04/09/2025

J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO. TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
B	04/09/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/21/25	ISSUED FOR REVIEW	SDS	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS	DATE 03/21/25	APPROVED BY	
CHECKED BY CPD	DATE 03/21/25		
APPROVED BY JWB	DATE 03/21/25	PROJECT MANAGER / PROJECT ENGINEER	
PROJ. ID. 8.M24001.00.0	SCALE AS NOTED	MDL-TX-MID-064.000	

EXHIBIT "B"

PERMANENT EASEMENT AND TEMPORARY WORKSPACE
LYING WITHIN AND BEING A PART OF
SECTION 21, BLOCK 37, T-3-S
T&P RR. CO. SURVEY, A-136

MIDLAND COUNTY, TEXAS

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
PERM.	PERMANENT
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
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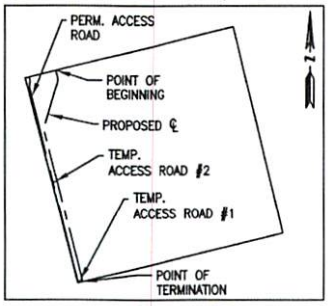
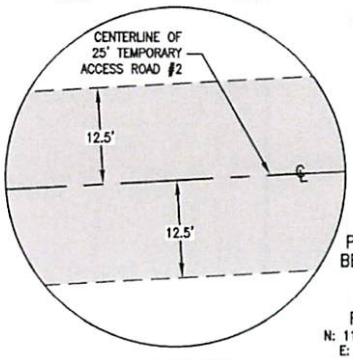
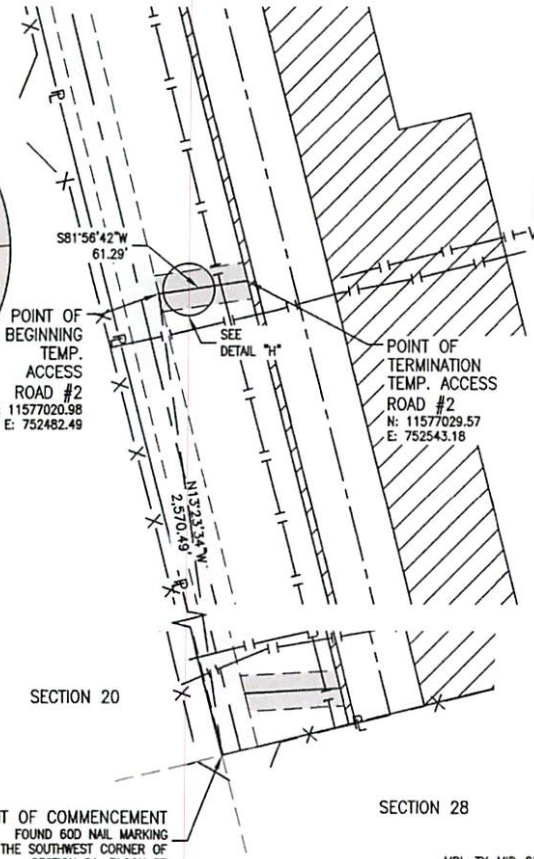


VICINITY MAP
N.T.S.



DETAIL "H"
N.T.S.



MDL-TX-MID-064.000
THE CITY OF MIDLAND, TEXAS
SECTION 21, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

MDL-TX-MID-065.000
THE LHS RANCH, L.L.C.
SECTION 28, BLOCK 37
VOLUME 1645, PAGE 326
VOLUME 1645, PAGE 328
VOLUME 1645, PAGE 330
O.P.R.M.C.T.

0 50' 100'
SCALE: 1" = 100'

SHEET 10 OF 10

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON UTM ZONE 14, NAD 83 DATUM, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
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Walter Ballard 04/09/2025

J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO. TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
B	04/09/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/21/25	ISSUED FOR REVIEW	SDS	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS
HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS	DATE 03/21/25	APPROVED BY	
CHECKED BY CPD	DATE 03/21/25	PROJECT MANAGER / PROJECT ENGINEER	
APPROVED BY JWB	DATE 03/21/25		
PROJ. ID. 8.M24001.00.0	SCALE AS NOTED	MDL-TX-MID-064.000	

EXHIBIT "A"

Written: January 22, 2025

ME-TX-MD-039.000
Field Notes for Hugh Brinson Pipeline, LLC
Hugh Brinson Pipeline Project
The City of Midland
6.28 Acre Right-of-Way

GENERAL DESCRIPTION

A certain 50-foot wide tract or parcel of land situated in Section 30, Block 36, Township 3 South, T&P Railroad Company Survey, Abstract 957, Midland County, Texas and T&P Railroad Company Survey, Abstract 1241, Glasscock County, Texas and being a portion of a called 662.60 acre tract, Tract Five, Section 30, acquired by The City of Midland, as per deeds recorded in Volume 20, Page 534 of the Official Public Records of Midland County, Texas, Volume 1508, Page 593 of the Official Public Records of Glasscock County, Texas and further described in Corrected Field Notes recorded in Volume B, Page 107 of the Deed Records of Glasscock County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number ME-TX-MD-039.000, dated January 16, 2025, the centerline of which is more particularly described as follows to wit:

RIGHT-OF-WAY CENTERLINE DESCRIPTION

COMMENCING at a found 1 inch iron pipe lying on the west line of said called 662.60 acre tract, Tract Five, Section 30, being common with the east line of Section 25 and marking the northeast corner of a called 368.78 acre tract acquired by Jay H. Floyd, Jr., as per deed recorded in Volume 1825, Page 402 of the Official Public Records of Midland County, Texas;

Thence proceed, South 14 degrees 03 minutes 19 seconds East, along the common line of said Sections 25 and 30, a distance of 1,460.67 feet to the **POINT OF BEGINNING**;

Thence proceed, North 77 degrees 36 minutes 41 seconds East, a distance of 2,475.66 feet;

Thence proceed, North 86 degrees 28 minutes 20 seconds East, a distance of 40.01 feet;

Thence proceed, South 84 degrees 40 minutes 19 seconds East, a distance of 39.98 feet;

Thence proceed, South 75 degrees 48 minutes 57 seconds East, a distance of 712.58 feet;

Thence proceed, South 85 degrees 24 minutes 57 seconds East, a distance of 40.25 feet;

Thence proceed, North 84 degrees 59 minutes 03 seconds East, a distance of 39.98 feet;

Thence proceed, North 75 degrees 13 minutes 49 seconds East, a distance of 1,423.19 feet;

Thence proceed, North 83 degrees 42 minutes 38 seconds East, a distance of 118.84 feet;

Thence proceed, North 75 degrees 27 minutes 09 seconds East, a distance of 587.07 feet to the **POINT OF TERMINATION,** on the east line of said called 662.60 acre tract, Tract Five, Section 30, being common with the west line of a called 619.417 acre tract, Section 29, acquired by Elizabeth Diane Herrman, as per deed recorded in Volume 156, Page 266 and further described in Deed of Trust recorded in Volume 309, Page 797, both of the Official Public Records of Glasscock County, Texas, from which a found 3 inch capped iron pipe "RPLS 4077" lying on the south line of said called 662.60 acre tract, Tract Five, Section 30, bears South 12 degrees 26 minutes 57 seconds East, a distance of 3,327.34 feet.

The above described Permanent Easement contains 6.28 acres and 5,477.83 linear feet or 331.99 rods.

Bearing Source: North, Bearings, Distances and Coordinates are based on Texas State Plane Coordinate System, Central Zone, NAD 83 Datum, U.S. Survey Foot, derived from GPS Observations, processed through OPUS [NAD_83(2011)(EPOCH:2010.0000], survey performed by Hunt, Guillot & Associates, L.L.C.

I, Richard L. Walker II, Registered Professional Land Surveyor No. 5831-Texas, do hereby certify that the above field notes were prepared from an actual field survey made on the ground and under my direction and supervision within the month of December, 2023.

Date: 05/15/2025

Richard L. Walker II, R.P.L.S. Texas No. 5831
Hunt, Guillot & Associates, L.L.C.
21 Rivers Drive - Suite 130
Hattiesburg, MS 39401
601-779-6805
TBPELS Firm No. 10193865

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE AND
TEMPORARY ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 30, BLOCK 36, T-3-S
T&P R.R. CO. SURVEY, A-957
MIDLAND COUNTY, TEXAS
T&P R.R. CO. SURVEY, A-1241
GLASSCOCK COUNTY, TEXAS

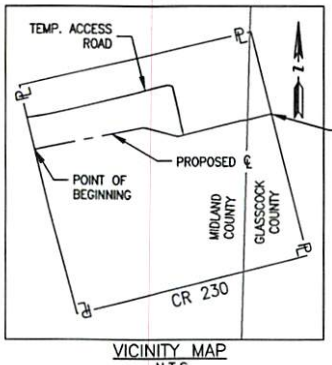
SCALE: 1" = 300'

SHEET 3 OF 8

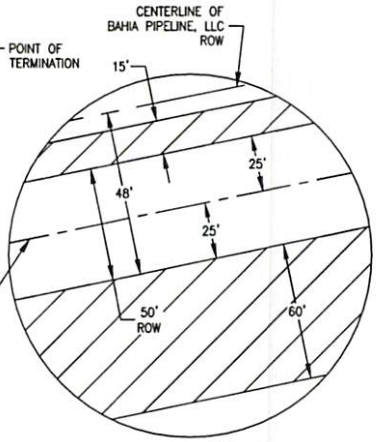
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GLASSCOCK COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GLASSCOCK COUNTY, TEXAS

	RIGHT-OF-WAY	6.28 ACRES
	TEMP. WORKSPACE	11.28 ACRES
	LINEAR FEET	5,477.83'
	RODS	331.99
	TEMP. ACCESS ROAD	2.56 ACRES
	LINEAR FEET	4,466.94'
	RODS	270.72



VICINITY MAP
N.T.S.



DETAIL "A"
N.T.S.

COMMENCE AT A FOUND 1" IRON PIPE LYING ON THE WEST LINE OF CALLED 662.60 ACRES, TRACT FIVE, SECTION 30, THE EAST LINE OF SECTION 25, AND MARKING THE NORTHEAST CORNER OF CALLED 368.78 ACRES

SEE SHEET 6 THROUGH 7 FOR TEMP. ACCES ROAD DETAILS

S14°03'19"E
1,460.67'

ME-TX-MD-039.000
THE CITY OF MIDLAND
CALLED 662.60 ACRES, TRACT FIVE
SECTION 30
VOLUME 20, PAGE 534
O.P.R.M.C.T.
VOLUME 1508, PAGE 593
O.P.R.G.C.T.
CORRECTED FIELD NOTES
VOLUME B, PAGE 107
D.R.G.C.T.

N77°36'41"E
2,475.66'
(CONTINUED ON SHEET 4)

MATCHLINE "A"

ME-TX-MD-038.000
JAY H. FLOYD, JR.
CALLED 368.78 ACRES
SECTION 25
VOLUME 1825, PAGE 402
O.P.R.M.C.T.

EXISTING CROWNQUEST PIPELINES
EXISTING ENTERPRISE PIPELINE
CENTERLINE OF BAHIA PIPELINE, LLC ROW
EXISTING TARGA PIPELINE
TWS #2
1.21 ACRES
15' X 2,514'
60' X 1,565'
TWS #1
10.07 ACRES
SEE DETAIL "A"
60' X 319'
110' X 150'
110' X 272'
110' X 150'
60' X 17'
CENTERLINE OF ROW
EXISTING TARGA PIPELINE

POINT OF BEGINNING
C/L OF ROW
N: 10645307.51
E: 1843954.18

NOTES:
1. NORTH, BEARINGS, DISTANCES AND COORDINATES ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
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4. TITLE RESEARCH PERFORMED BY WOOD.
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I, RICHARD L. WALKER II, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5831-TEXAS, DO HEREBY CERTIFY THAT THE ABOVE FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF DECEMBER, 2023

05/15/2025
RICHARD L. WALKER II DATE:
RPLS NO. 5831
PHONE: (601) 779-6805

STATE OF TEXAS REGISTERED
RICHARD L WALKER II
5831
PROFESSIONAL LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
21 RIVERS DRIVE - SUITE 130
HATTIESBURG, MISSISSIPPI 39401
PHONE: 601-779-6805
FIRM LICENSE NO.
TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
D	05/15/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	RLW
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A	01/16/25	ISSUED FOR REVIEW	JWH	CPD	RLW

HUGH BRINSON PIPELINE
MIDLAND COUNTY, TEXAS
GLASSCOCK COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY JWH DATE 01/16/25
CHECKED BY CPD DATE 01/16/25
APPROVED BY RLW DATE 01/16/25
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED
APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER
ME-TX-MD-039.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE AND
TEMPORARY ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 30, BLOCK 36, T-3-S
T&P R.R. CO. SURVEY, A-957
MIDLAND COUNTY, TEXAS
T&P R.R. CO. SURVEY, A-1241
GLASSCOCK COUNTY, TEXAS

SCALE: 1" = 300'

SHEET 4 OF 8

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GLASSCOCK COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GLASSCOCK COUNTY, TEXAS

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	RODS	331.99
	TEMP. ACCESS ROAD	2.56 ACRES
	LINEAR FEET	4,466.94'
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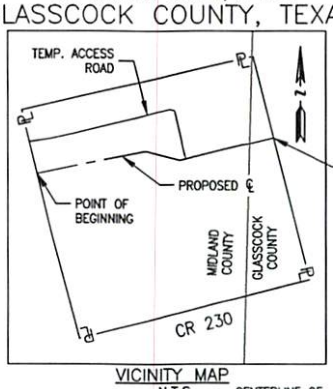
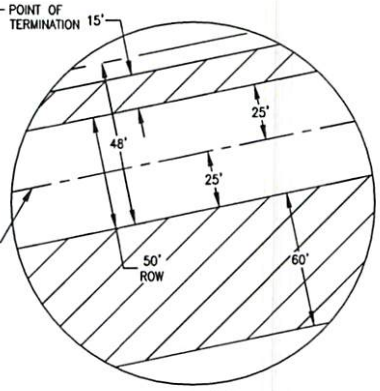


VICINITY MAP
N.T.S.



DETAIL "A"
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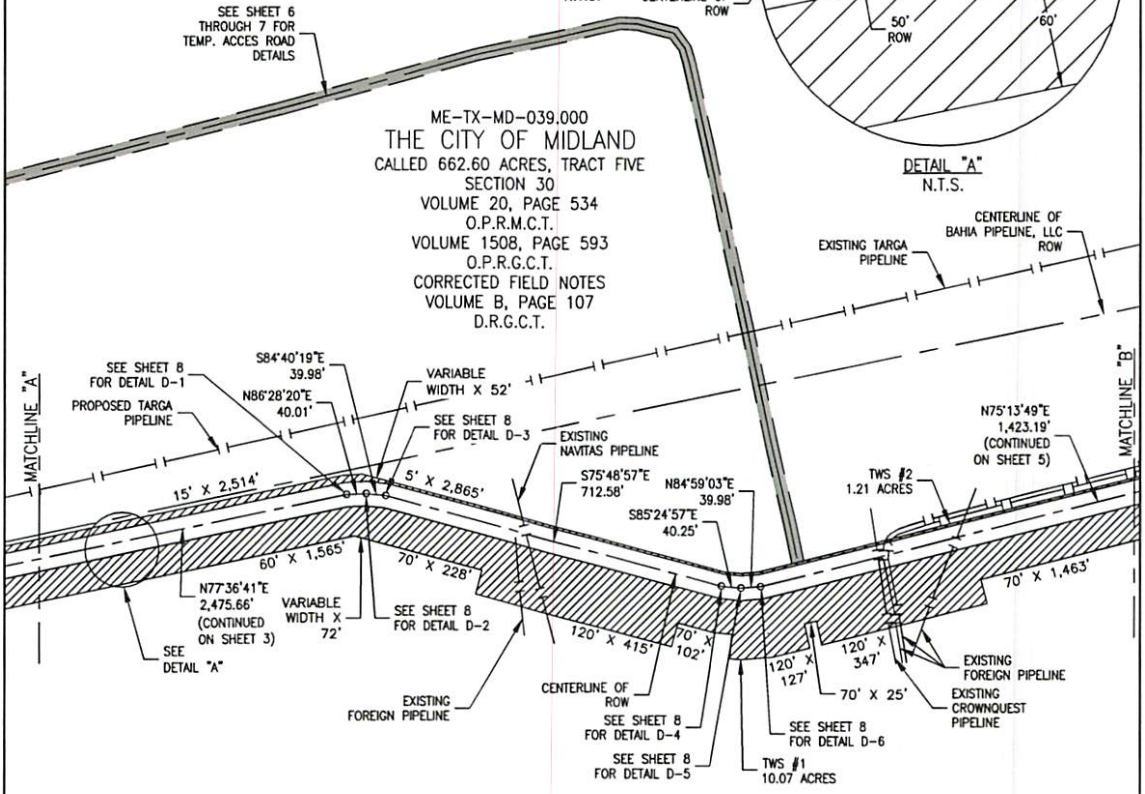

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HUGH BRINSON PIPELINE
MIDLAND COUNTY, TEXAS
GLASSCOCK COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRWN BY	JWH	DATE	01/16/25
CHECKED BY	CPD	DATE	01/16/25
APPROVED BY	RLW	DATE	01/16/25
PROJ. ID.	8.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

ME-TX-MD-039.000

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SHEET 5 OF 8

LEGEND

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O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
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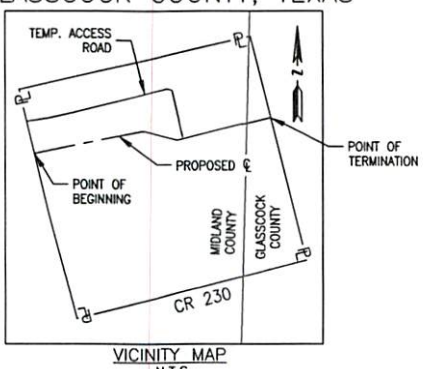
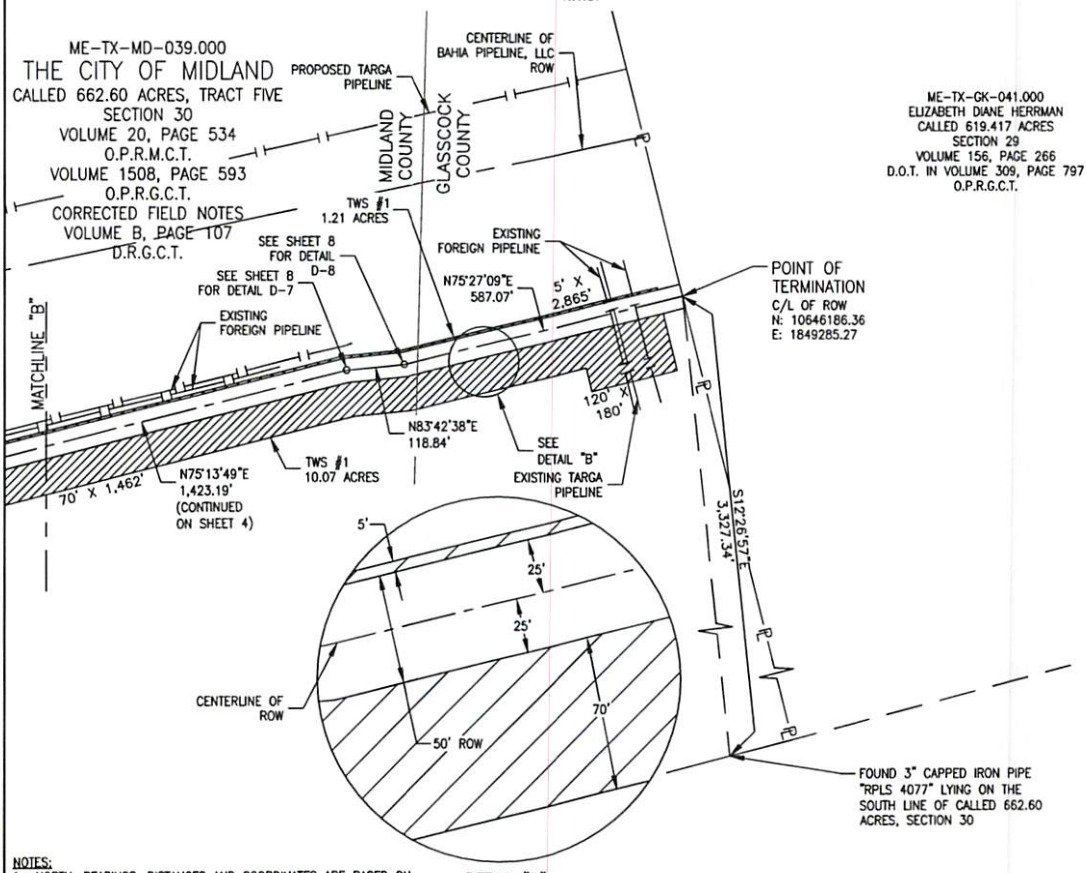


VICINITY MAP
N.T.S.



DETAIL "B"
N.T.S.

FOUND 3" CAPPED IRON PIPE "RPLS 4077" LYING ON THE SOUTH LINE OF CALLED 662.60 ACRES, SECTION 30

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T&P R.R. CO. SURVEY, A-1241
GLASSCOCK COUNTY, TEXAS

SCALE: 1" = 500'

SHEET 6 OF 8

LEGEND

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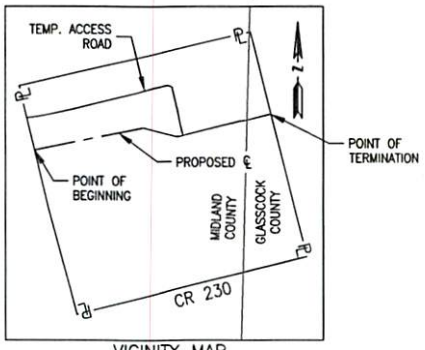


VICINITY MAP
N.T.S.

ME-TX-MD-039.000
THE CITY OF MIDLAND
CALLED 662.60 ACRES, TRACT FIVE
SECTION 30
VOLUME 20, PAGE 534
O.P.R.M.C.T.
VOLUME 1508, PAGE 593
O.P.R.G.C.T.
CORRECTED FIELD NOTES
VOLUME B, PAGE 107
D.R.G.C.T.

COMMENCE AT A FOUND 1" IRON PIPE LYING ON THE WEST LINE OF CALLED 662.60 ACRES, TRACT FIVE, SECTION 30, THE EAST LINE OF SECTION 25, AND MARKING THE NORTHEAST CORNER OF CALLED 368.78 ACRES

S14°03'19"E
716.36'

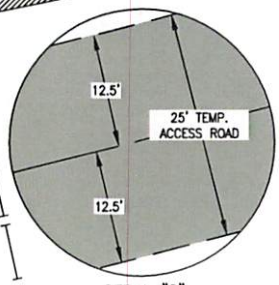
L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16

SEE DETAIL "C"

POINT OF BEGINNING
TEMP. ACCESS ROAD
N: 10646029.54
E: 1843773.41

POINT OF TERMINATION
TEMP. ACCESS ROAD
N: 10645713.85
E: 1847297.77

ME-TX-MD-038.000
JAY H. FLOYD, JR.
CALLED 368.78 ACRES
N1/2 AND N 402 FEET OF S1/2
SECTION 25
VOLUME 1825, PAGE 402
O.P.R.M.C.T.



DETAIL "C"
N.T.S.

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TEMP. ACCESS ROAD TABLE		
LINE #	DIRECTION	LENGTH
L1	N76°30'58"E	51.59'
L2	N81°44'55"E	227.70'
L3	N79°15'49"E	234.62'
L4	N76°30'16"E	558.41'
L5	N75°00'47"E	1,452.48'
L6	N73°50'33"E	415.56'
L7	N76°49'08"E	301.37'
L8	S89°20'30"E	36.26'
L9	S76°15'28"E	76.92'
L10	S37°06'20"E	38.36'
L11	S16°48'50"E	30.73'
L12	S13°20'11"E	194.04'
L13	S13°11'13"E	350.00'
L14	S12°29'52"E	251.29'
L15	S13°48'46"E	170.17'
L16	S12°44'23"E	77.44'

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B	02/18/25	ISSUED FOR ACQUISITION	DCL	CPD	RLW
A	01/16/25	ISSUED FOR REVIEW	JWH	CPD	RLW

HUGH BRINSON PIPELINE
MIDLAND COUNTY, TEXAS
GLASSCOCK COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY JWH DATE 01/16/25 APPROVED BY
CHECKED BY CPD DATE 01/16/25
APPROVED BY RLW DATE 01/16/25 PROJECT MANAGER / PROJECT ENGINEER
PROJ. ID. 8.M24001.00.0 SCALE AS NOTED
ME-TX-MD-039.000

LEGEND

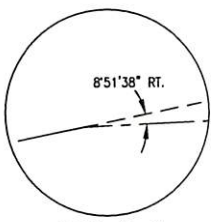
INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GLASSCOCK COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GLASSCOCK COUNTY, TEXAS

	RIGHT-OF-WAY	6.28 ACRES
	TEMP. WORKSPACE	11.28 ACRES
	LINEAR FEET	5,477.83'
	RODS	331.99
	TEMP. ACCESS ROAD	2.56 ACRES
	LINEAR FEET	4,466.94'
	RODS	270.72

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE AND TEMPORARY ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 30, BLOCK 36, T-3-S
T&P R.R. CO. SURVEY, A-957
MIDLAND COUNTY, TEXAS
T&P R.R. CO. SURVEY, A-1241
GLASSCOCK COUNTY, TEXAS

DEFLECTION ANGLE DETAILS



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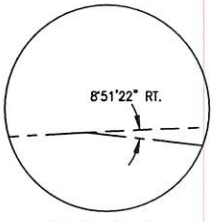

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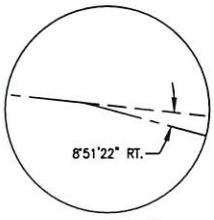

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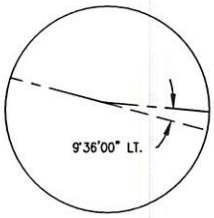

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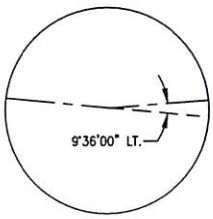

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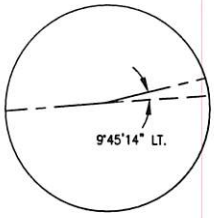

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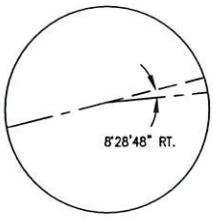

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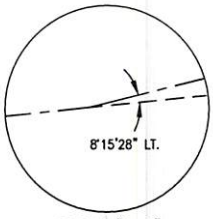

DETAIL "D-8"
N.T.S.

NOTES:
1. NORTH, BEARINGS, DISTANCES AND COORDINATES ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND RIGHT-OF-WAY ACQUISITION ON DEEDS SUPPLIED BY CLIENT.
3. THIS IS A RIGHT-OF-WAY DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
4. TITLE RESEARCH PERFORMED BY WOOD.
5. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.
7. THIS PLAT DETAILS A SINGLE 42" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.

I, RICHARD L. WALKER II, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5831-TEXAS, DO HEREBY CERTIFY THAT THE ABOVE FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF DECEMBER, 2023

05/15/2025

RICHARD L. WALKER II — DATE:
RPLS NO. 5831
PHONE: (601) 779-6805

STATE OF TEXAS REGISTERED RICHARD L WALKER II 5831 PROFESSIONAL LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
21 RIVERS DRIVE - SUITE 130
HATTIESBURG, MISSISSIPPI 39401
PHONE: 601-779-6805
FIRM LICENSE NO.
TX 10193865

HUGH BRINSON PIPELINE
MIDLAND COUNTY, TEXAS
GLASSCOCK COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

NO.	DATE		DRWN	CHK'D	APP'D
D	05/15/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	RLW
C	04/22/25	RE-ISSUED FOR REVIEW	RTH	CPD	RLW
B	02/18/25	ISSUED FOR ACQUISITION	DCL	CPD	RLW
A	01/16/25	ISSUED FOR REVIEW	JWH	CPD	RLW

DRAWN BY JWH DATE 01/16/25 — APPROVED BY
CHECKED BY CPD DATE 01/16/25
APPROVED BY RLW DATE 01/16/25 — PROJECT MANAGER / PROJECT ENGINEER
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED
ME-TX-MD-039.000

City Council Meeting

Item Number: 15

Meeting Date: June 24, 2025

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-019) BETWEEN THE CITY OF MIDLAND AND ET-S PERMIAN PIPELINE COMPANY LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This ROW License will provide the applicant a 30’ wide right of way for a six-inch (6”) steel, common carrier crude oil pipeline with 3 above-ground valve sites. This pipeline will service new mineral production in the area. The applicant will have access to existing roads on this portion of Plant Farm Property.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City’s standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

Full ten-year term paid in advance
Pipeline: ($290.00 per rod x 35 rods.) $10,150
3 Surface areas .12 acres: ($0.30 x 5,220 sq. ft.) $1,566.00

Total Collected: $12,716.00

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

This pipeline will be buried forty-eight inches (48) deep and will not interfere with the City Plant Farm operations.

Certificates of Insurance (COI) with the City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland have been collected and are on file.

City Secretary to record completed License Agreement

Morris Williams Jr.

City Manager's Office

Superior (888) 590-7998 SPW1 [illegible]2681

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

ET-S PERMIAN PIPELINE CO.
ROW ACCOUNT
8111 WESTCHESTER DRIVE, SUITE 600
DALLAS, TX 75225

WELLS FARGO Wells Fargo Bank, N.A.

001402

11-24/1210

DATE 6-4-2025

$ 11,716.00

PAY Eleven thousand seven hundred sixteen & 00/100 DOLLARS

TO THE ORDER OF
City of Midland
300 North Loraine
Midland, Texas 79701

Mobile Deposit Safe Details on back

⑈001402⑈ ⑆121000248⑆ 4140912361⑈

ET-S PERMIAN PIPELINE CO.

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

001402

DATE	DESCRIPTION	AMOUNT
6/4/25	N/2 of Section 8, and E/2 of Section 5, Block 38, T2S, T+P RR Co. Survey, Midland County, Texas Vital 8 mile – VITAL8-MID-001.00 and 002.00 35 rods @ $290/rod = $10,150.00; plus 2-50'x50' surface sites @ $0.30/sq. ft. = $1,500.00; plus 1-20'x11' surface site @ $0.30/sq. ft. = $66.00 Total = $11,716.00 for 10yr Term Lease C-25049-WC-24150016	$11,716.00

Superior (888) 590-7998 SPW1 [illegible]2681

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

ET-S PERMIAN PIPELINE CO.
ROW ACCOUNT
8111 WESTCHESTER DRIVE, SUITE 600
DALLAS, TX 75225

WELLS FARGO Wells Fargo Bank, N.A.

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CERTIFICATE OF LIABILITY INSURANCE

9/15/2025

DATE (MM/DD/YYYY) 5/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538	**CONTACT NAME:**	
		PHONE (A/C, No, Ext):	**FAX (A/C, No):**
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURED 1389322	ET-S Permian Pipeline Company LLC 1300 Main Street Houston TX 77002	**INSURER A :** Old Republic Insurance Company	24147
		INSURER B : ACE American Insurance Company	22667
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 21783993 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	MWZY 59829-24	9/15/2024	9/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 10,000,000 $ XXXXXXX $ 10,000,000 $ 10,000,000 $ See Below
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X MCS-90	Y	Y	MWTB 21711-24 MWZX 315003-24	9/15/2024 9/15/2024	9/15/2025 9/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
B B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C50725789 SCF C50725868 (MO, NC, OK, PA, WI)	9/15/2024 9/15/2024	9/15/2025 9/15/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 10,000,000 $ 10,000,000 $ 10,000,000
B	*Excess Workers Compensation (OH)	N	Y	WCU C50726113	9/15/2024	9/15/2025	EL Each Acc $10MM EL Disease-Policy Lim $10MM EL Disease-Each Empl $10MM	

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

EXCESS WORKERS COMPENSATION - * POLICY APPLIES TO OHIO. Products/Completed Operations Aggregate Limit Subject to the General Aggregate Limit. All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording. All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER

21783993
The City of Midland
300 N. Lorraine
Midland TX 79702

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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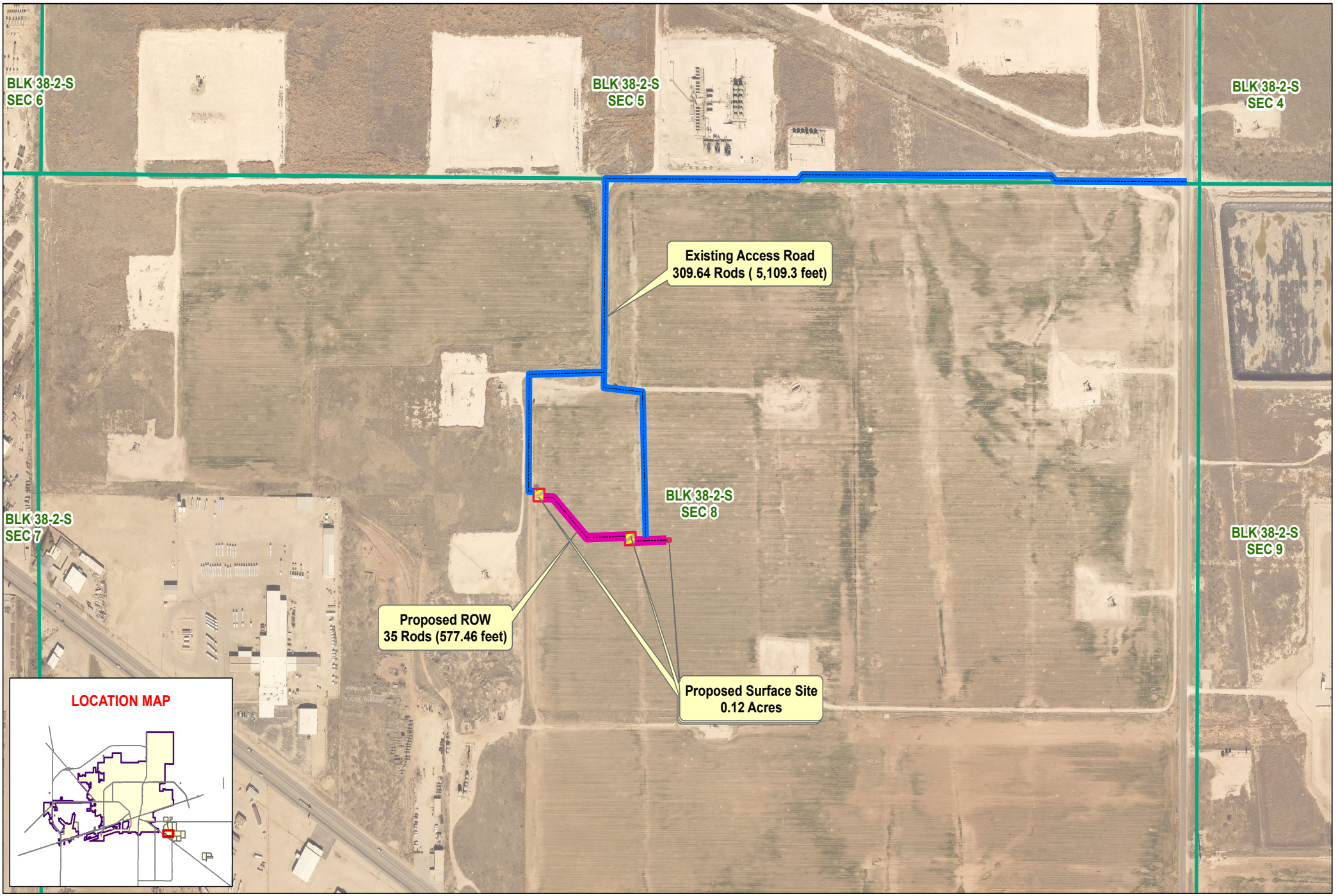
ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.



Date: 5/22/2025

Existing Access Road
Proposed ROW
Proposed Surface Site
Survey Section

ET-S Permian Pipeline Co, LLC
Proposed ROW, Surface Site and Existing Access Road

June 24, 2025

0 250 500 Feet

©THE CITY OF MIDLAND - 2025
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	June 25, 2025
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**ET-S Permian Pipeline Company LLC**
Licensee's Representative:	**Kevin Taliaferro**
Licensee's Mailing Address:	1300 Main Street Houston, Texas 77002
Property:	As described in Article III below
License Number:	**25-329-019**

Licensee desires use of certain Property (as defined below) in Midland County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of ELEVEN THOUSAND SEVEN HUNDRED SIXTEEN and No/100 Dollars ($11,716.00) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being eighty (80) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a steel pipeline, not to exceed six (6) inches in diameter, for the transportation of crude oil and three (3) surface sites as depicted in **Exhibit A** and to have the right of ingress and egress at convenient points for such purpose said construction width shall revert to thirty (30) feet after the line is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline and surface sites described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline and surface sites described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights

of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE, SURFACE SITES, OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline, surface sites, or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and

all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements

and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S

FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE, SURFACE SITE, OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE, SURFACE SITE, OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS,

CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all

work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE

CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where

and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does <u>not</u> require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, <u>not</u> for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

LICENSEE:
ET-S PERMIAN PIPELINE COMPANY LLC

By: Kevin Taliaferro
Printed Name: Kevin Taliaferro
Title: Senior Director – Land and Right of Way

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

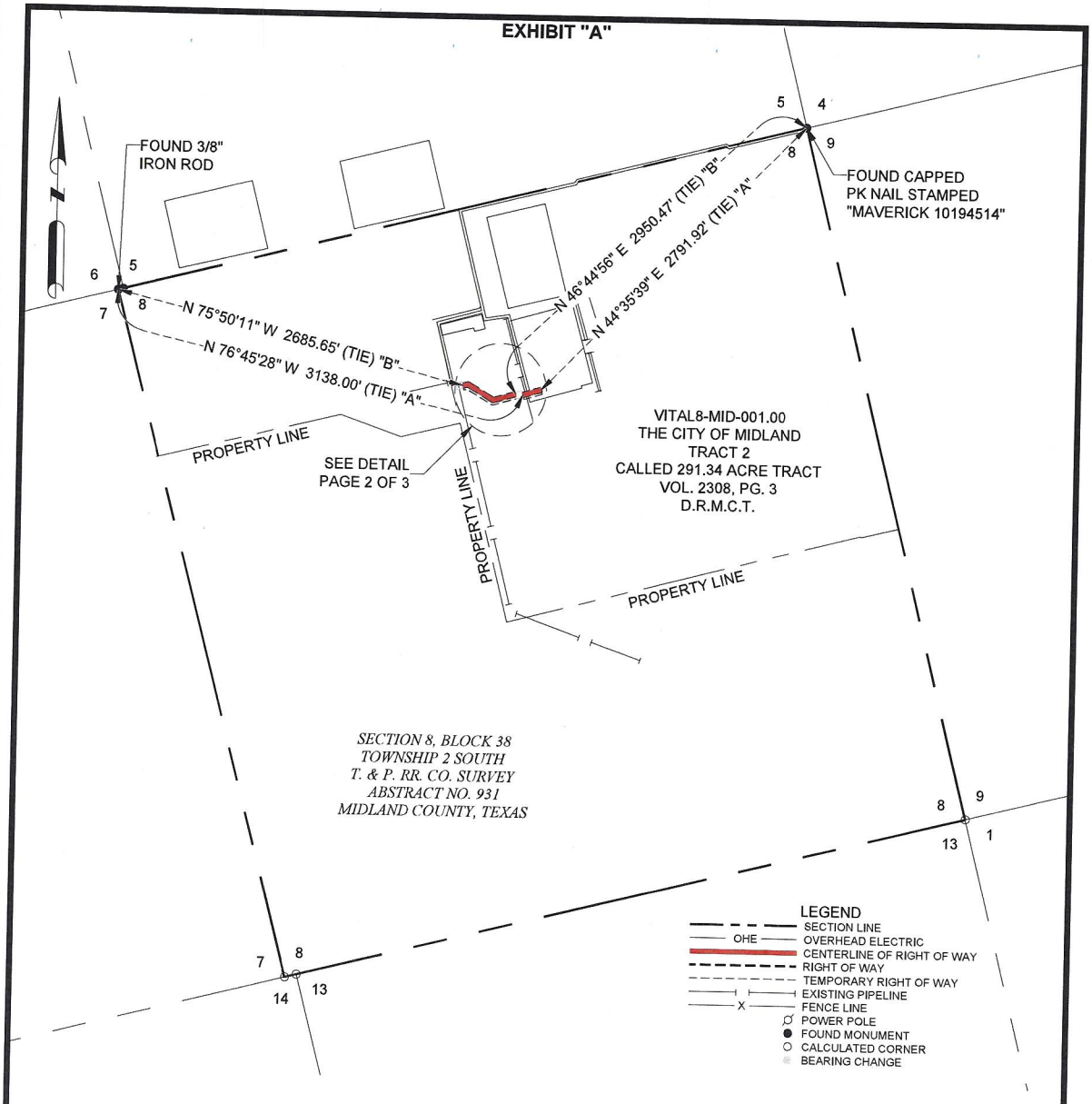
BEFORE ME, the undersigned authority, on this 6th day of June, 2025 personally appeared Kevin Taliaferro an officer of ET-S Permian Pipeline Company LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of June, 2025.

Notary Public, State of Texas

ALEXANDRA MARIE RUSSELL
NOTARY PUBLIC
STATE OF TEXAS
ID. 135237090
EXP. 01-20-2029

EXHIBIT "A"



THE POINT OF BEGINNING IS LOCATED APPROXIMATELY
4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'
Scale: 1" = 1000'

STATE OF TEXAS REGISTERED AARON P. BOHLS 6517 PROFESSIONAL LAND SURVEYOR

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

04/30/2025
AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 DATE

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

ET-S PERMIAN PIPELINE COMPANY LLC

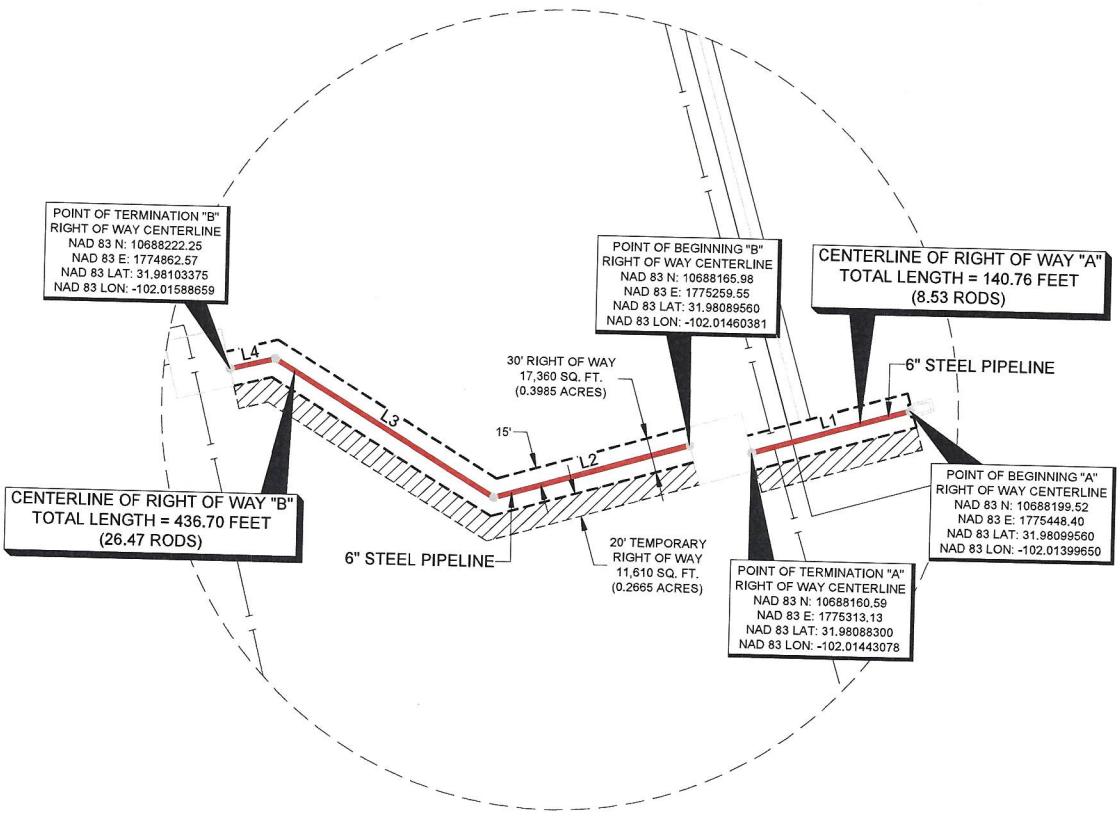
VITAL 8
THE CITY OF MIDLAND
PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

DRAWN BY: AVP	DATE: 04/21/2025	DWG. NO. 24066_01.00_SEC 8	REV. 0
CHECKED BY: APB	DATE: 04/21/2025		
SCALE: 1"=1000'	PAGE 1 OF 3		

EXHIBIT "A"



DETAIL
N.T.S.

RIGHT OF WAY CENTERLINE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	S 73°56'47" W	140.76'
L2	S 73°56'47" W	174.92'
L3	N 58°58'33" W	221.78'
L4	S 76°01'23" W	40.00'

LEGEND
- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- CENTERLINE OF RIGHT OF WAY
- RIGHT OF WAY
- TEMPORARY RIGHT OF WAY
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
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#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

ET-S PERMIAN PIPELINE COMPANY LLC

VITAL 8
THE CITY OF MIDLAND
PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

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SCALE: 1"=1000'	PAGE 2 OF 3		

EXHIBIT "A"

CENTERLINE DESCRIPTION

RIGHT OF WAY CENTERLINE "A"

BEING THE CENTERLINE OF A PROPOSED PIPELINE RIGHT OF WAY SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10688199.52, E: 1775448.40) IN SAID SECTION 8, FROM WHICH A CAPPED PK NAIL STAMPED "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 44°35'39" E, A DISTANCE OF 2791.92 FEET (TIE);

THENCE S 73°56'47" W, A DISTANCE OF 140.76 FEET TO THE **POINT OF TERMINATION** (N: 10688160.59, E: 1775313.13) OF SAID CENTERLINE, AT A POINT IN SAID SECTION 8, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS N 76°45'28" W, A DISTANCE OF 3138.00 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 140.76 FEET OR 8.53 RODS IN SAID SECTION 8.

RIGHT OF WAY CENTERLINE "B"

BEING THE CENTERLINE OF A PROPOSED PIPELINE RIGHT OF WAY SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10688165.98, E: 1775259.55) IN SAID SECTION 8, FROM WHICH A CAPPED PK NAIL STAMPED "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 46°44'56" E, A DISTANCE OF 2950.47 FEET (TIE);

THENCE S 73°56'47" W, A DISTANCE OF 174.92 FEET TO A POINT;
THENCE N 58°58'33" W, A DISTANCE OF 221.78 FEET TO A POINT;

THENCE S 76°01'23" W, A DISTANCE OF 40.00 FEET TO THE **POINT OF TERMINATION** (N: 10688222.25, E: 1774862.57) OF SAID CENTERLINE, AT A POINT IN SAID SECTION 8, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS N 75°50'11" W, A DISTANCE OF 2685.65 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 436.70 FEET OR 26.47 RODS IN SAID SECTION 8.

NOTES:

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PROJECT NO. 24066

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

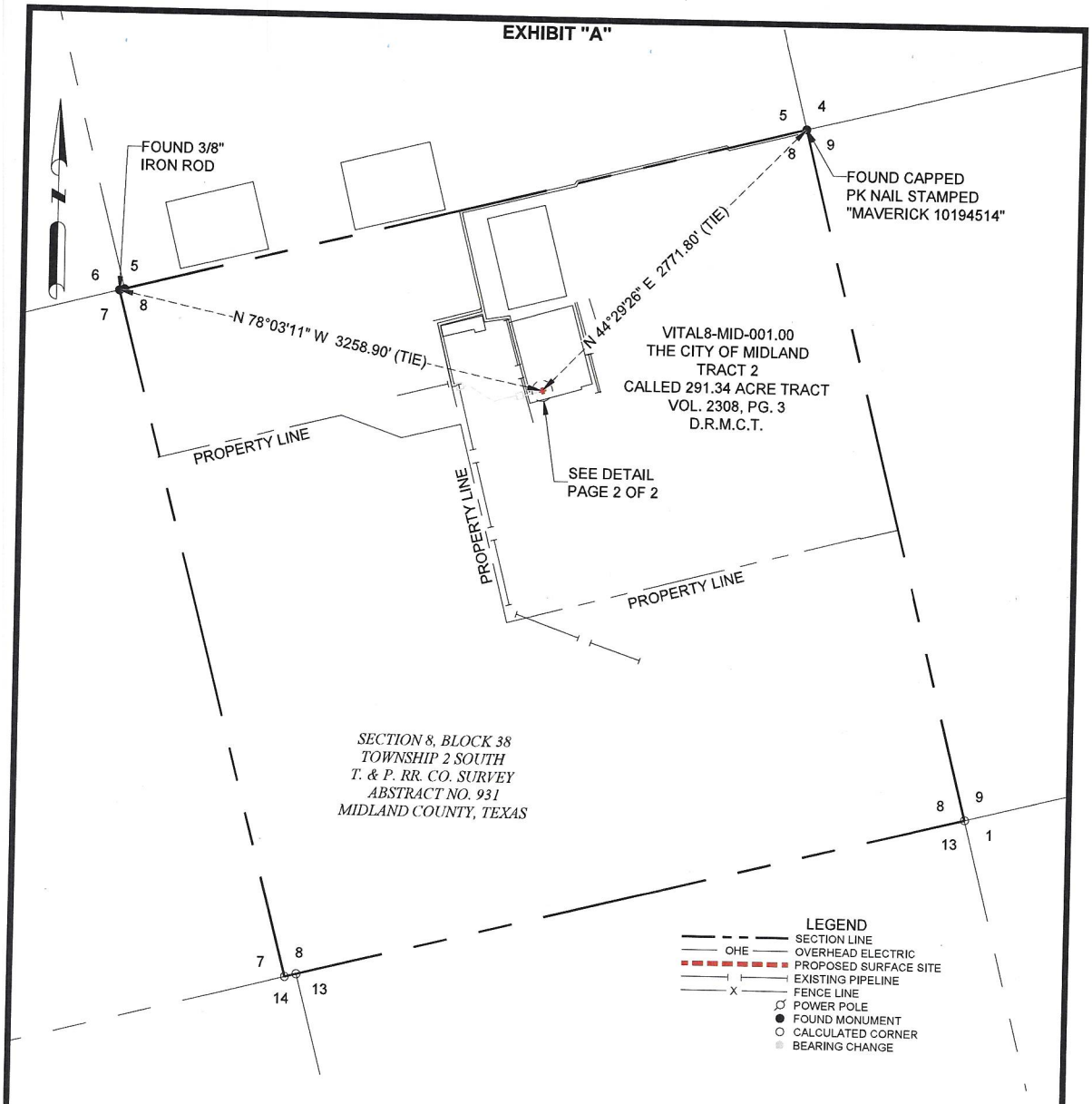
ET-S PERMIAN PIPELINE COMPANY LLC

VITAL 8
THE CITY OF MIDLAND
PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

DRAWN BY: AVP	DATE: 04/21/2025	DWG. NO. 24066_01.00_SEC 8	REV. 0
CHECKED BY: APB	DATE: 04/21/2025		
SCALE: 1"=1000'	PAGE 3 OF 3		

EXHIBIT "A"



THE POINT OF BEGINNING IS LOCATED APPROXIMATELY
4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'

Scale: 1" = 1000'

STATE OF TEXAS REGISTERED AARON P. BOHLS 6517 PROFESSIONAL LAND SURVEYOR

04/30/2025

AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 DATE

NOTES:

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#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

ET-S PERMIAN PIPELINE COMPANY LLC

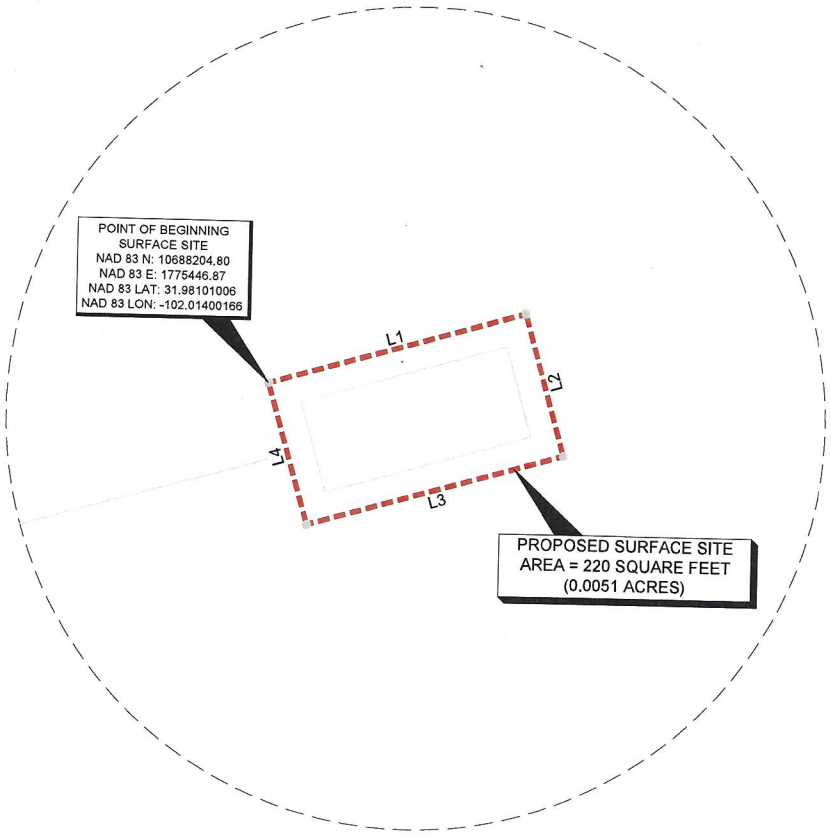
VITAL 8
THE CITY OF MIDLAND
PROPOSED SURFACE SITE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

DRAWN BY: AVP	DATE: 04/21/2025	DWG. NO. 24066_01.00_SEC 8_SS	REV. 0
CHECKED BY: APB	DATE: 04/21/2025		
SCALE: 1"=1000'	PAGE 1 OF 2		

EXHIBIT "A"



DETAIL
N.T.S.

PROPOSED SURFACE SITE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	N 73°56'47" E	20.00'
L2	S 16°03'13" E	11.00'
L3	S 73°56'47" W	20.00'
L4	N 16°03'13" W	11.00'

LEGEND
- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- PROPOSED SURFACE SITE
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

METES AND BOUNDS DESCRIPTION

BEING A PROPOSED SURFACE SITE SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID SURFACE SITE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10688204.80, E: 1775446.87) IN SAID SECTION 8, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS N 78°03'11" W, A DISTANCE OF 3258.90 FEET (TIE);

THENCE N 73°56'47" E, A DISTANCE OF 20.00 FEET TO A POINT, FROM WHICH A CAPPED PK NAIL STAMPED "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 44°29'26" E, A DISTANCE OF 2771.80 FEET (TIE);
THENCE S 16°03'13" E, A DISTANCE OF 11.00 FEET TO A POINT;
THENCE S 73°56'47" W, A DISTANCE OF 20.00 FEET TO A POINT;

THENCE N 16°03'13" W, A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING.**

SAID SURFACE SITE CONTAINING A TOTAL OF 220 SQUARE FEET OR 0.0051 ACRES IN SAID SECTION 8.

NOTES:

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#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

ET-S PERMIAN PIPELINE COMPANY LLC

VITAL 8
THE CITY OF MIDLAND
PROPOSED SURFACE SITE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

DRAWN BY: AVP	DATE: 04/21/2025	DWG. NO. 24066_01.00_SEC 8_SS	REV. 0
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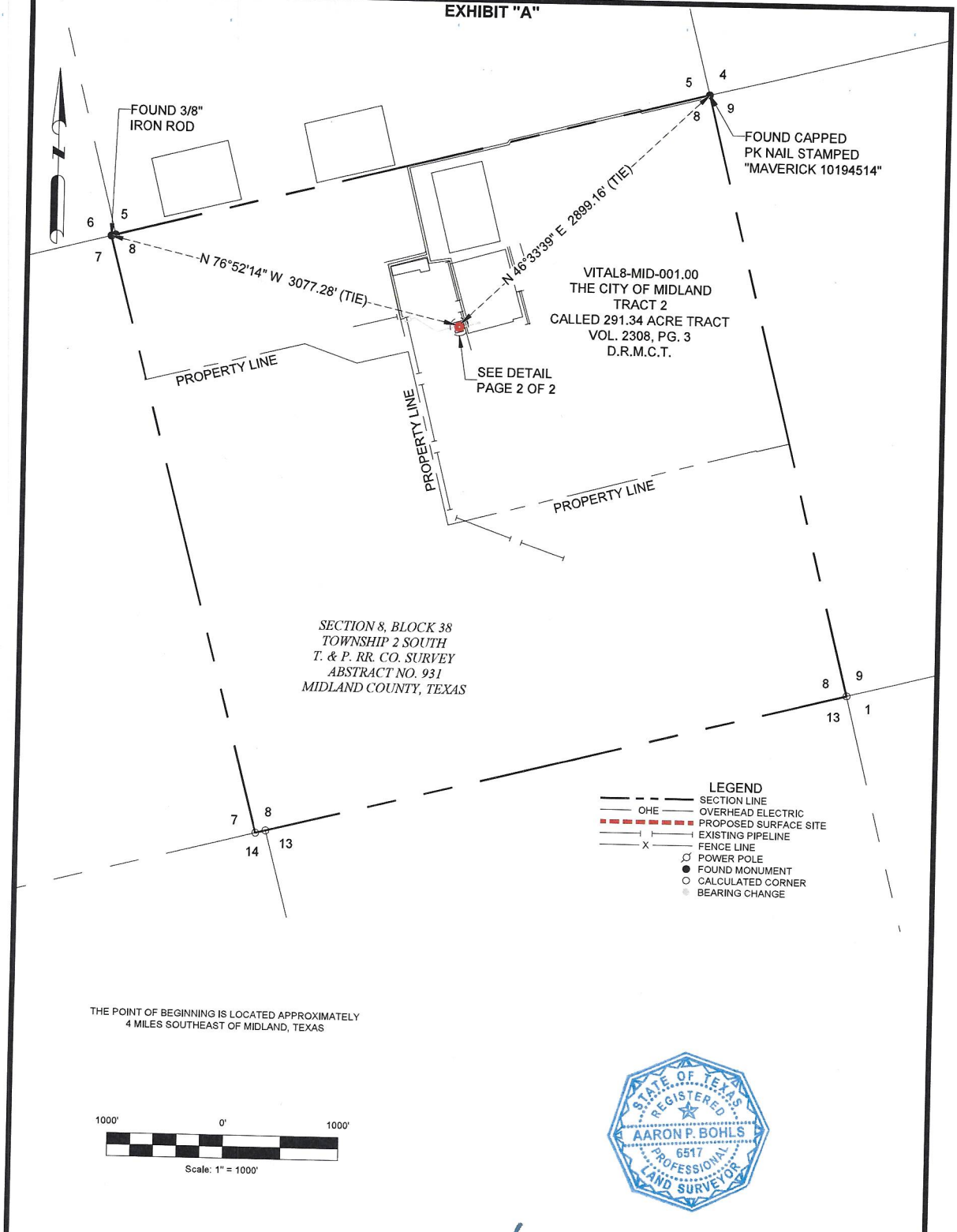
SCALE: 1"=1000'	PAGE 2 OF 2		

PACKET 15.27 June 24, 2025

EXHIBIT "A"



THE POINT OF BEGINNING IS LOCATED APPROXIMATELY 4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'

Scale: 1" = 1000'

STATE OF TEXAS REGISTERED AARON P. BOHLS 6517 PROFESSIONAL LAND SURVEYOR

04/30/2025

AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 DATE

NOTES:

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#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

ET-S PERMIAN PIPELINE COMPANY LLC

VITAL 8
THE CITY OF MIDLAND
PROPOSED SURFACE SITE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

PACKET TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

DRAWN BY: AVP	DATE: 04/21/2025	DWG. NO. 24066_02.00_SEC 8_SS	REV. 0
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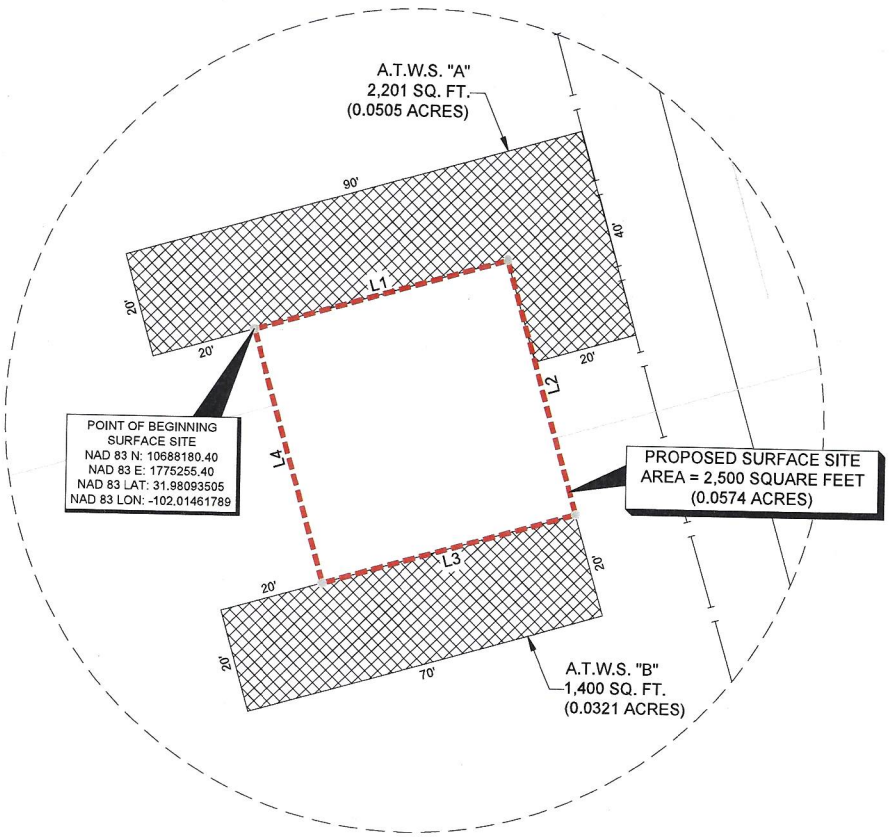
SCALE: 1"=1000'	PAGE 1 OF 2		

EXHIBIT "A"



DETAIL
N.T.S.

PROPOSED SURFACE SITE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	N 73°56'47" E	50.00'
L2	S 16°03'13" E	50.00'
L3	S 73°56'47" W	50.00'
L4	N 16°03'13" W	50.00'

LEGEND
- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- PROPOSED SURFACE SITE
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

METES AND BOUNDS DESCRIPTION

BEING A PROPOSED SURFACE SITE SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID SURFACE SITE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10688180.40, E: 1775255.40) IN SAID SECTION 8, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS N 76°52'14" W, A DISTANCE OF 3077.28 FEET (TIE);

THENCE N 73°56'47" E, A DISTANCE OF 50.00 FEET TO A POINT, FROM WHICH A CAPPED PK NAIL STAMPED "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 46°33'39" E, A DISTANCE OF 2899.16 FEET (TIE);
THENCE S 16°03'13" E, A DISTANCE OF 50.00 FEET TO A POINT;
THENCE S 73°56'47" W, A DISTANCE OF 50.00 FEET TO A POINT;

THENCE N 16°03'13" W, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING.**

SAID SURFACE SITE CONTAINING A TOTAL OF 2,500 SQUARE FEET OR 0.0574 ACRES IN SAID SECTION 8.

NOTES:

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#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

ET-S PERMIAN PIPELINE COMPANY LLC

VITAL 8
THE CITY OF MIDLAND
PROPOSED SURFACE SITE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

PACKET TRANSGLOBAL SERVICES LLC
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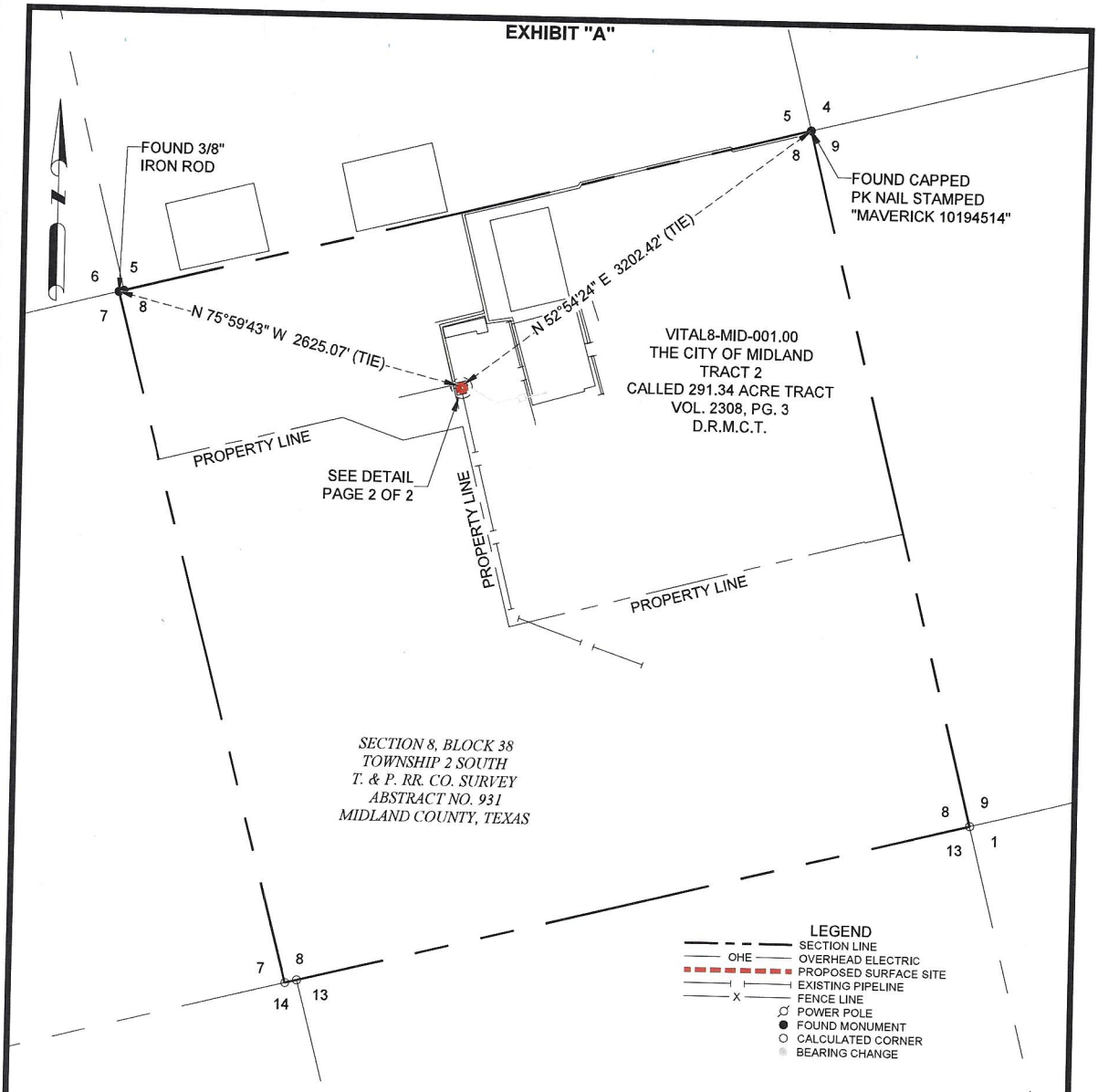
SCALE: 1"=1000'	PAGE 2 OF 2		

EXHIBIT "A"



THE POINT OF BEGINNING IS LOCATED APPROXIMATELY
4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'

Scale: 1" = 1000'

STATE OF TEXAS REGISTERED AARON P. BOHLS 6517 PROFESSIONAL LAND SURVEYOR

NOTES:

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AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 04/30/2025 DATE

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

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TBPELS FIRM# 10194245
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Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

ET-S PERMIAN PIPELINE COMPANY LLC

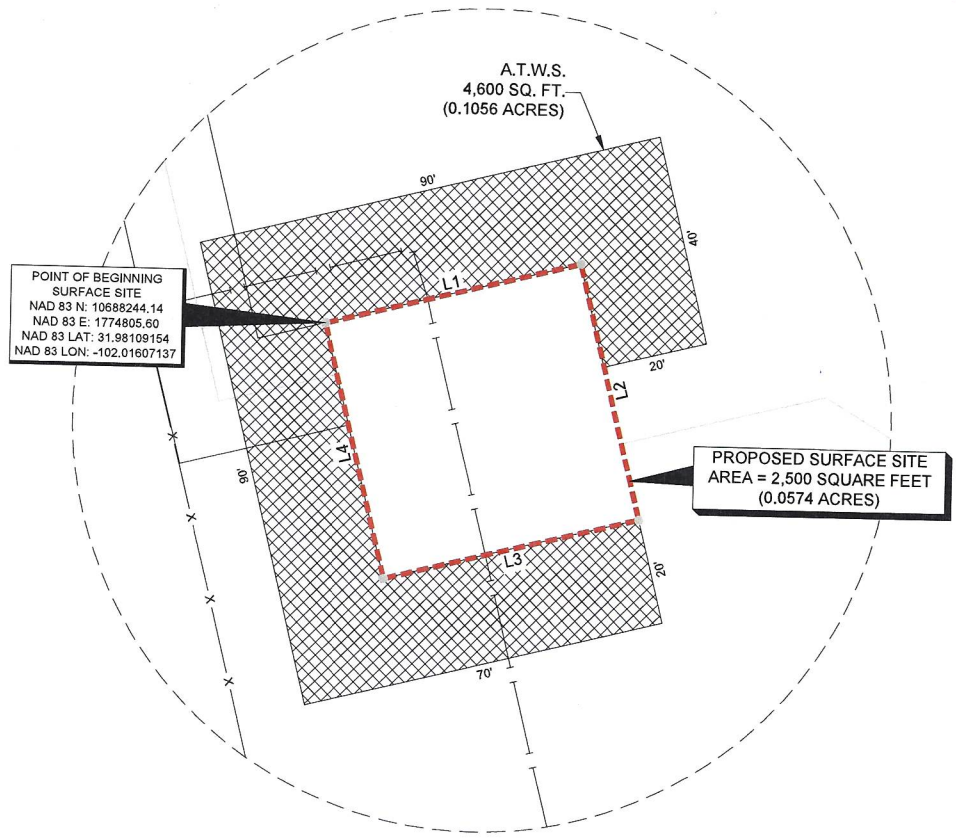
VITAL 8
THE CITY OF MIDLAND
PROPOSED SURFACE SITE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

DRAWN BY: AVP	DATE: 04/21/2025	DWG. NO. 24066_03.00_SEC 8_SS	REV. 0
CHECKED BY: APB	DATE: 04/21/2025		
SCALE: 1"=1000'	PAGE 1 OF 2		

15.30 June 24, 2025

EXHIBIT "A"



DETAIL
N.T.S.

PROPOSED SURFACE SITE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	N 76°01'23" E	50.00'
L2	S 13°58'37" E	50.00'
L3	S 76°01'23" W	50.00'
L4	N 13°58'37" W	50.00'

LEGEND
- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- PROPOSED SURFACE SITE
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

METES AND BOUNDS DESCRIPTION

BEING A PROPOSED SURFACE SITE SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID SURFACE SITE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10688244.14, E: 1774805.60) IN SAID SECTION 8. FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS N 75°09'43" W, A DISTANCE OF 2625.07 FEET (TIE);

THENCE N 76°01'23" E, A DISTANCE OF 50.00 FEET TO A POINT, FROM WHICH A CAPPED PK NAIL STAMPED "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 52°54'24" E, A DISTANCE OF 3202.42 FEET (TIE);
THENCE S 13°58'37" E, A DISTANCE OF 50.00 FEET TO A POINT;
THENCE S 76°01'23" W, A DISTANCE OF 50.00 FEET TO A POINT;

THENCE N 13°58'37" W, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING.**

SAID SURFACE SITE CONTAINING A TOTAL OF 2,500 SQUARE FEET OR 0.0574 ACRES IN SAID SECTION 8.

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

ET-S PERMIAN PIPELINE COMPANY LLC

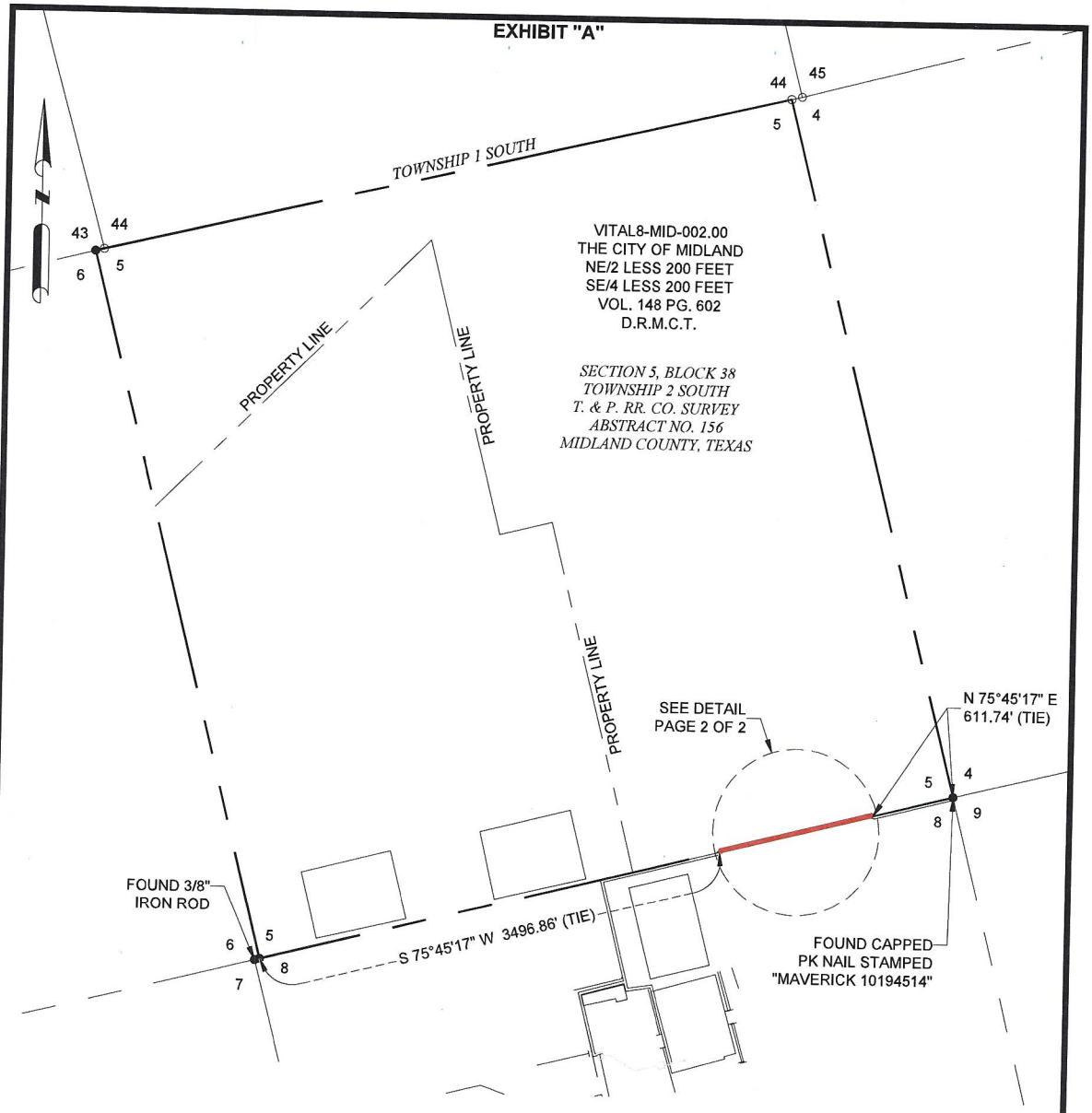
VITAL 8
THE CITY OF MIDLAND
PROPOSED SURFACE SITE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

DRAWN BY: AVP	DATE: 04/21/2025	DWG. NO. 24066_03.00_SEC 8_SS	REV. 0
CHECKED BY: APB	DATE: 04/21/2025		
SCALE: 1"=1000'	PAGE 2 OF 2		

EXHIBIT "A"



LEGEND

- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- EXISTING ACCESS ROAD CENTERLINE
- EDGE OF ROAD
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

THE POINT OF BEGINNING IS LOCATED APPROXIMATELY
4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'

Scale: 1" = 1000'

STATE OF TEXAS
REGISTERED
AARON P. BOHLS
6517
PROFESSIONAL
LAND SURVEYOR

04/30/2025

AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 DATE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
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#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

ET-S PERMIAN PIPELINE COMPANY LLC

VITAL 8

THE CITY OF MIDLAND

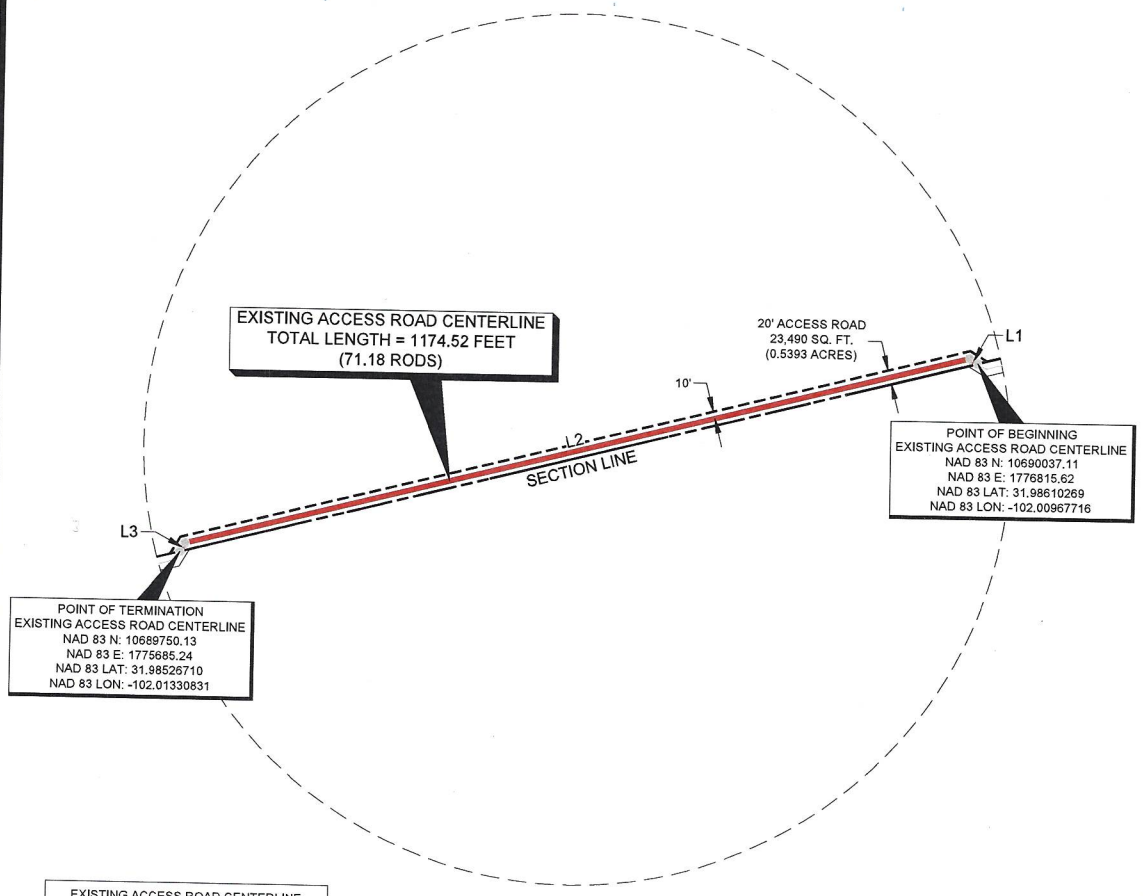
EXISTING ACCESS ROAD CENTERLINES

SITUATED IN
SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 156
MIDLAND COUNTY, TEXAS

PACKET TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

DRAWN BY: AVP	DATE: 04/21/2025	DWG. NO. 24066_02.00_SEC 5_AR	REV. 0
CHECKED BY: APB	DATE: 04/21/2025		
SCALE: 1"=1000'	PAGE 1 OF 2		

EXHIBIT "A"



DETAIL
N.T.S.

EXISTING ACCESS ROAD CENTERLINE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	N 59°14'43" W	14.14'
L2	S 75°45'17" W	1146.24'
L3	S 30°45'17" W	14.14'

LEGEND
- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- EXISTING ACCESS ROAD CENTERLINE
- EDGE OF ROAD
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

CENTERLINE DESCRIPTION

BEING THE CENTERLINE OF AN EXISTING ACCESS ROAD SITUATED IN SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 156, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10690037.11, E: 1776815.62) IN THE SOUTH BOUNDARY LINE OF SAID SECTION 5, FROM WHICH A CAPPED PK NAIL STAMPED "MAVERICK 10194514" FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 5 BEARS N 75°45'17" E, A DISTANCE OF 611.74 FEET (TIE);

THENCE N 59°14'43" W, A DISTANCE OF 14.14 FEET TO A POINT;
THENCE S 75°45'17" W, A DISTANCE OF 1146.24 FEET TO A POINT;

THENCE S 30°45'17" W, A DISTANCE OF 14.14 FEET TO THE **POINT OF TERMINATION** (N: 10689750.13, E: 1775685.24) OF SAID CENTERLINE, AT A POINT IN THE SOUTH BOUNDARY LINE OF SAID SECTION 5, FROM WHICH A 3/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 5 BEARS S 75°45'17" W, A DISTANCE OF 3496.86 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 1174.52 FEET OR 71.18 RODS IN SAID SECTION 5.

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
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#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

ET-S PERMIAN PIPELINE COMPANY LLC

VITAL 8
THE CITY OF MIDLAND
EXISTING ACCESS ROAD CENTERLINES

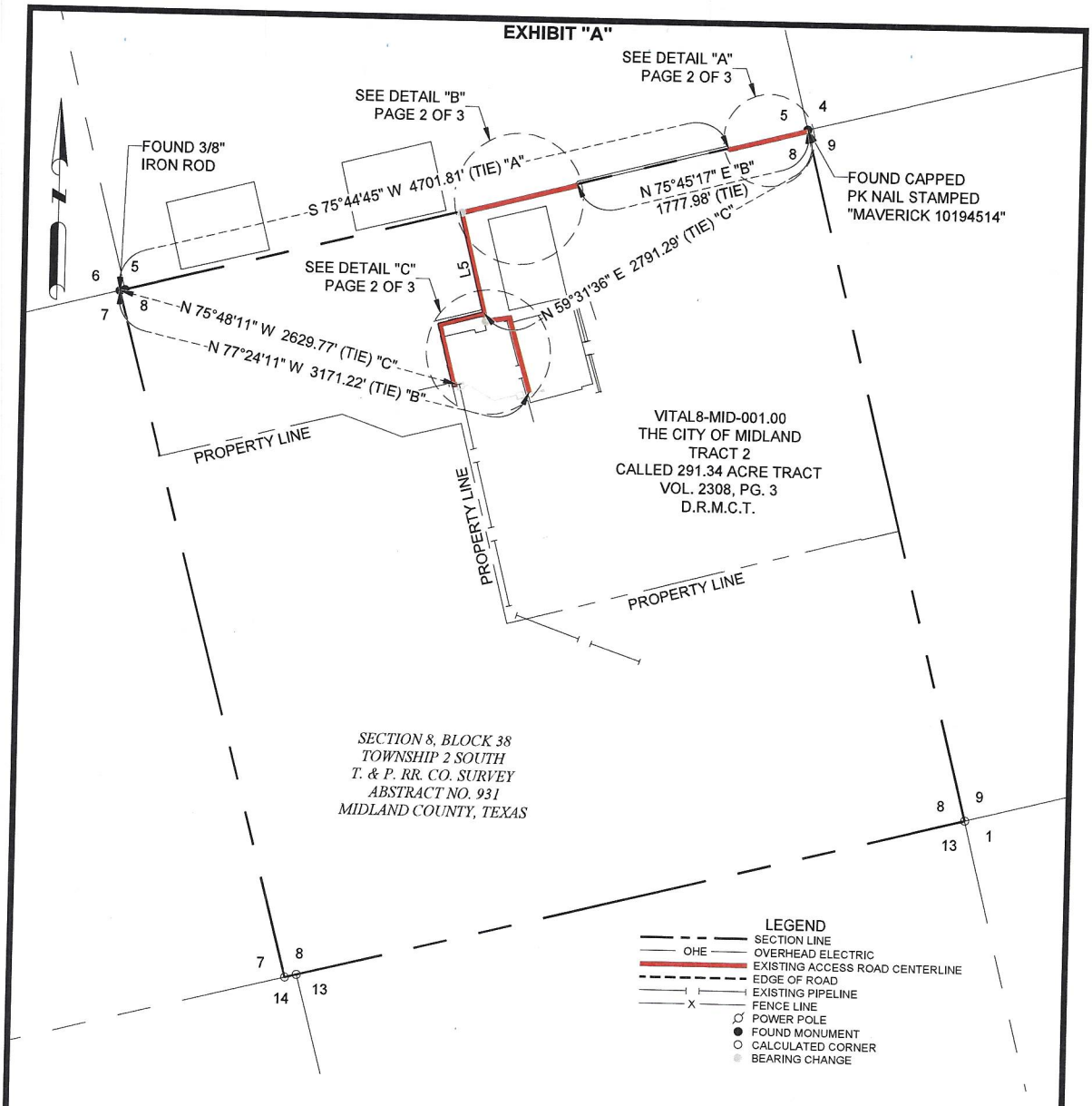
SITUATED IN
SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 156
MIDLAND COUNTY, TEXAS

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

DRAWN BY: AVP	DATE: 04/21/2025	DWG. NO. 24066_02.00_SEC 5_AR	REV. 0
CHECKED BY: APB	DATE: 04/21/2025		
SCALE: 1"=1000'	PAGE 2 OF 2		

PACKET 15.33 June 24, 2025

EXHIBIT "A"



THE POINT OF BEGINNING IS LOCATED APPROXIMATELY
4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'

Scale: 1" = 1000'

STATE OF TEXAS REGISTERED AARON P. BOHLS 6517 PROFESSIONAL LAND SURVEYOR

AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 04/30/2025 DATE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
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#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

ET-S PERMIAN PIPELINE COMPANY LLC

VITAL 8

THE CITY OF MIDLAND

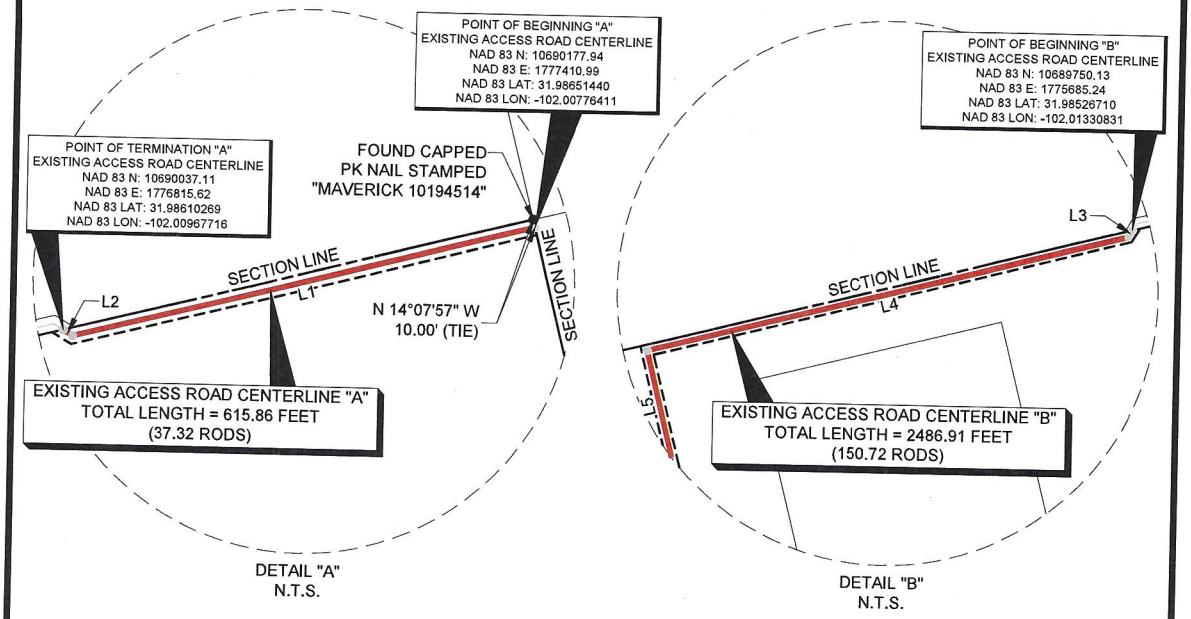
EXISTING ACCESS ROAD CENTERLINES

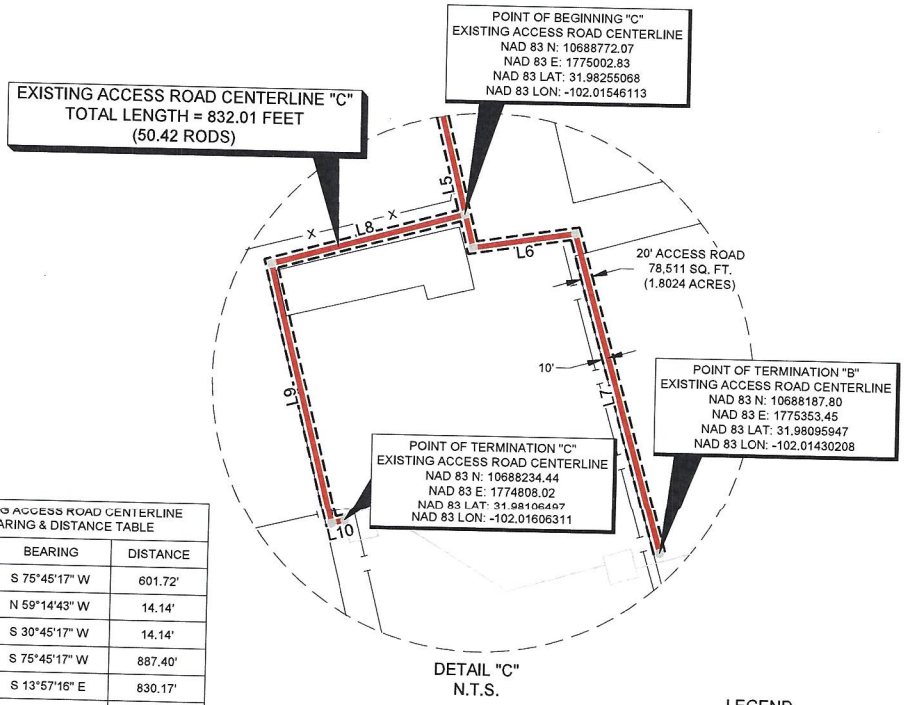
SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

DRAWN BY: AVP	DATE: 04/21/2025	DWG. NO. 24066_01.00_SEC 8_AR	REV. 0
CHECKED BY: APB	DATE: 04/21/2025		
SCALE: 1"=1000'	PAGE 1 OF 3		

EXHIBIT "A"





EXISTING ACCESS ROAD CENTERLINE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	S 75°45'17" W	601.72'
L2	N 59°14'43" W	14.14'
L3	S 30°45'17" W	14.14'
L4	S 75°45'17" W	887.40'
L5	S 13°57'16" E	830.17'
L6	N 80°59'44" E	178.78'
L7	S 15°59'23" E	576.42'
L8	S 74°23'13" W	343.97'
L9	S 14°11'26" E	464.84'
L10	N 76°01'23" E	23.20'

LEGEND
- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- EXISTING ACCESS ROAD CENTERLINE
- EDGE OF ROAD
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
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#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

ET-S PERMIAN PIPELINE COMPANY LLC

VITAL 8

THE CITY OF MIDLAND

EXISTING ACCESS ROAD CENTERLINES

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

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DRAWN BY: AVP	DATE: 04/21/2025	DWG. NO. 24066_01.00_SEC 8_AR	REV. 0
CHECKED BY: APB	DATE: 04/21/2025		
SCALE: 1"=1000'	PAGE 2 OF 3		

PACKET 15.35 June 24, 2025

EXHIBIT "A"

CENTERLINE DESCRIPTION

ACCESS ROAD CENTERLINE "A"

BEING THE CENTERLINE OF AN EXISTING ACCESS ROAD SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10690177.94, E: 1777410.99) IN THE EAST BOUNDARY LINE OF SAID SECTION 8, FROM WHICH A CAPPED PK NAIL STAMPED "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 14°07'57" W, A DISTANCE OF 10.00 FEET (TIE);

THENCE S 75°45'17" W, A DISTANCE OF 601.72 FEET TO A POINT;

THENCE N 59°14'43" W, A DISTANCE OF 14.14 FEET TO THE **POINT OF TERMINATION** (N: 10690037.11, E: 1776815.62) OF SAID CENTERLINE, AT A POINT IN THE NORTH BOUNDARY LINE OF SAID SECTION 8, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS S 75°44'45" W, A DISTANCE OF 4701.81 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 615.86 FEET OR 37.32 RODS IN SAID SECTION 8.

ACCESS ROAD CENTERLINE "B"

BEING THE CENTERLINE OF AN EXISTING ACCESS ROAD SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10689750.13, E: 1775685.24) IN THE NORTH BOUNDARY LINE OF SAID SECTION 8, FROM WHICH A CAPPED PK NAIL STAMPED "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 75°45'17" E, A DISTANCE OF 1777.98 FEET (TIE);

THENCE S 30°45'17" W, A DISTANCE OF 14.14 FEET TO A POINT;
THENCE S 75°45'17" W, A DISTANCE OF 887.40 FEET TO A POINT;
THENCE S 13°57'16" E, A DISTANCE OF 830.17 FEET TO A POINT;
THENCE N 80°59'44" E, A DISTANCE OF 178.78 FEET TO A POINT;

THENCE S 15°59'23" E, A DISTANCE OF 576.42 FEET TO THE **POINT OF TERMINATION** (N: 10688187.80, E: 1775353.45) OF SAID CENTERLINE, AT A POINT IN SAID SECTION 8, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS N 77°24'11" W, A DISTANCE OF 3171.22 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 2486.91 FEET OR 150.72 RODS IN SAID SECTION 8.

ACCESS ROAD CENTERLINE "C"

BEING THE CENTERLINE OF AN EXISTING ACCESS ROAD SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10688772.07, E: 1775002.83) IN SAID SECTION 8, FROM WHICH A CAPPED PK NAIL STAMPED "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 59°31'36" E, A DISTANCE OF 2791.29 FEET (TIE);

THENCE S 74°23'13" W, A DISTANCE OF 343.97 FEET TO A POINT;
THENCE S 14°11'26" E, A DISTANCE OF 464.84 FEET TO A POINT;

THENCE N 76°01'23" E, A DISTANCE OF 23.20 FEET TO THE **POINT OF TERMINATION** (N: 10688234.44, E: 1774808.02) OF SAID CENTERLINE, AT A POINT IN SAID SECTION 8, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS N 75°48'11" W, A DISTANCE OF 2629.77 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 832.01 FEET OR 50.42 RODS IN SAID SECTION 8.

NOTES:

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#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 24066

ET-S PERMIAN PIPELINE COMPANY LLC

VITAL 8
THE CITY OF MIDLAND
EXISTING ACCESS ROAD CENTERLINES

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

PACKET TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
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(817) 529-1180 ~ Fax (817) 529-1181

DRAWN BY: AVP	DATE: 04/21/2025	DWG. NO. 24066_01.00_SEC 8_AR	REV. 0
CHECKED BY: APB	DATE: 04/21/2025		
SCALE: 1"=1000'	PAGE 3 OF 3		

15.36 June 24, 2025

City Council Meeting

Item Number: 16

Meeting Date: June 24, 2025

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-015) WITH BLACKCOMB PIPELINE, LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9, 16 AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, IN MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This motion will provide the applicant with a 30’ wide right of way for a 42” Gas Utility pipeline on the City of Midland-owned Sprayberry Farm real property. Applicants will also have various width temporary workspaces and access rights as shown on the attached Exhibits. This Right of Way License will also grant the applicant a 20’ wide access, 301.79- rod access road located in Section 4, Block 37, T-3-S in Midland County.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City’s standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

10-Years Paid In advance:

42” pipeline (1,054.52 rods x $830/rod): $875,251.60

20’ wide access road (301.79 rods x $80): $24,143.20

Total Collected: $900,394.80

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

This Right of Way runs North-South and is adjacent to another large Gas Utility Line in the Sprayberry Farm area and is over 2 miles from COM infrastructure. The proposed pipeline is a common carrier, natural gas Utility line and will be buried a minimum of thirty-six inches (36”) deep. The road will allow access to valve connection and compression facilities and maintenance.

Certificates of Insurance are on file

City Secretary to record all documents in Midland and Glasscock County.

Morris Williams Jr.

City Manager’s Office

CERTIFICATE OF LIABILITY INSURANCE

6/1/2025

DATE (MM/DD/YYYY): 12/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1461468 Blackcomb Pipeline, LLC 100 Congress, Suite 2200 Austin TX 78701	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Employers Insurance Company of Wausau — 21458 **INSURER B :** The First Liberty Insurance Corporation — 33588 **INSURER C :** Liberty Insurance Corporation — 42404 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21211611 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	TBC-641-445638-034	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS6-641-445638-024	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	TH7-641-445638-044	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCC-641-445638-014	6/1/2024	6/1/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Survey BXM-TX-MID-0057.000; BXM-TX-MID-0058.000; BXM-TX-MID-0060.000; BXM-TX-MID-0060.010.

CERTIFICATE HOLDER

21211611

CITY OF MIDLAND
300 NORTH LORAINE
MIDLAND TX 79701

PACKET 16.3

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

June 24, 2025

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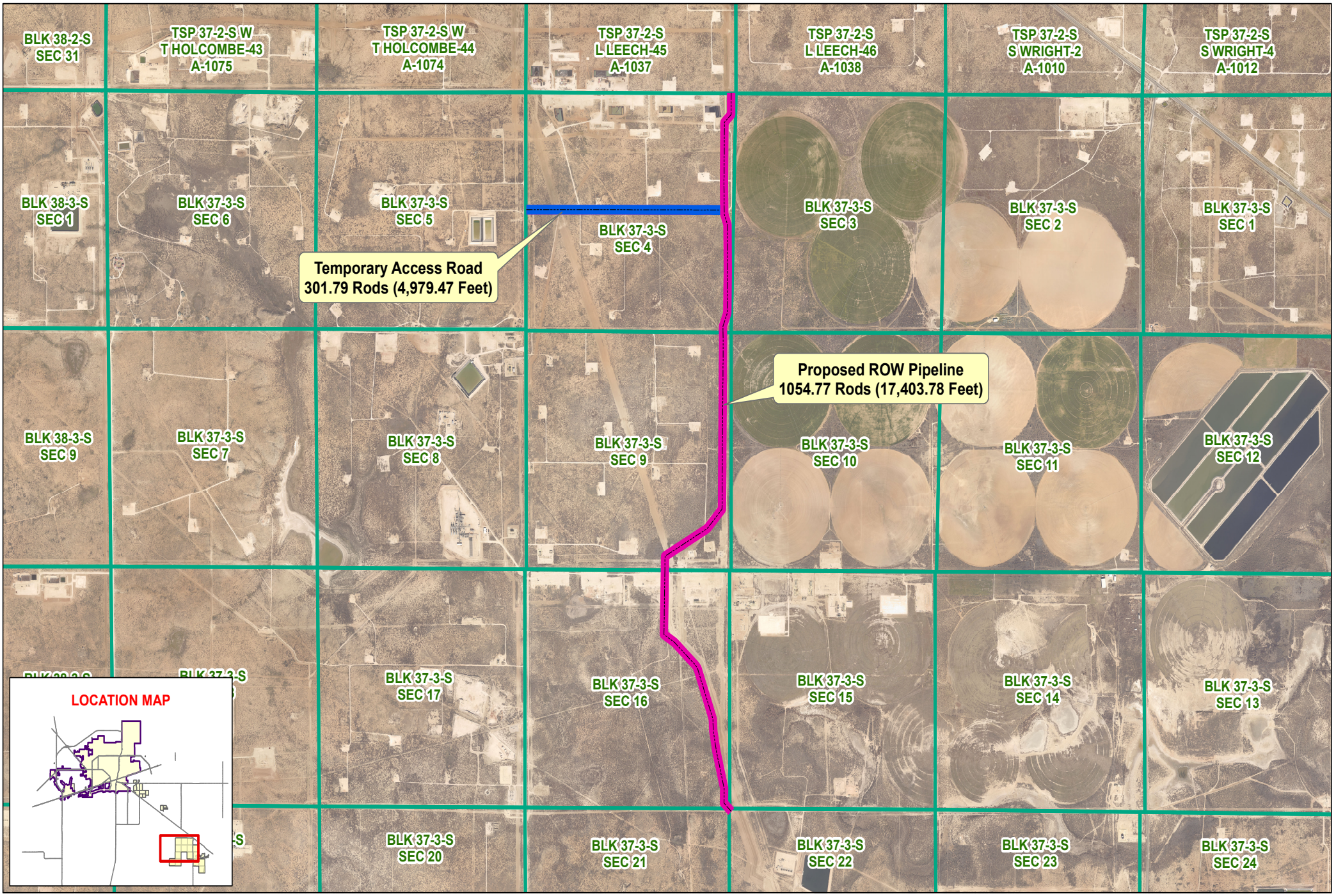
All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.



Date: 4/17/2025

Temporary Access Road
Proposed ROW
Survey Section

PACKET 16.5

Blackcomb Proposed ROW in Spraberry

Total Length: 1,356.56 Rods (22,383.25 Feet)

June 24, 2025

0 1,000 2,000 Feet

©THE CITY OF MIDLAND - 2025
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MEMORANDUM OF RIGHT OF WAY LICENSE

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This Memorandum of Right of Way License (this "Memorandum") is made and entered into by and between the CITY OF MIDLAND, TEXAS, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right of Way Manager (herein "Licensor") and BLACKCOMB PIPELINE, LLC, whose address is 100 Congress Avenue, Suite 2200, Austin, Texas 78701 (herein "Licensee").

WITNESSETH:

Licensor and Licensee have entered into that certain Right of Way License dated effective as of _____ __, 2025 (the "Right of Way License") under which Licensor grants unto Licensee the right to enter upon the Property, being ninety-five feet (95') in width of the pipeline location as shown on Exhibit A attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline location, a steel construction pipeline, not to exceed forty-two inches (42") in diameter, for the transportation of natural gas, natural gas liquids, and its and their constituents and byproducts and to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to thirty feet (30') after the pipeline is laid (the "Property"), for such purposes, subject to the terms of the Right of Way License and as more particularly described in the Right of Way License.

Licensor and Licensee are executing this Memorandum for the purpose of placing the same of record in the above-referenced County, and in order to constitute constructive notice to all third parties dealing with Licensor and/or Licensee of the existence of the Right of Way License and of the rights and obligations contained therein. Licensor and Licensee give notice that the Right of Way License may be amended or supplemented from time to time in the future and any inquiry as to the contents thereof should also include an inquiry as to the contents of any and all such amendments and supplements. In the event of any conflict between the terms of this Memorandum and the Right of Way License, the terms of the Right of Way License shall control.

The Right of Way License constitutes the entire agreement between Licensor and Licensee concerning the subject matter thereof, superseding all negotiations, prior discussions and prior agreements and understandings related to the subject matter thereof.

This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____ __, 2025.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 2025, by Tommy Gonzalez, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

LICENSEE:
BLACKCOMB PIPELINE, LLC

By: Glenn Kellison
Printed Name: Glenn Kellison
Title: Sr. Vice President of Engineering

THE STATE OF Texas §
§
COUNTY OF Ector §

BEFORE ME, the undersigned authority, on this 10th day of June, 2025 personally appeared Glenn Kellison an officer of Blackcomb Pipeline, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of June, 2025.

Rocio Patricia Sanchez
Notary Public, State of Texas

Rocio Patricia Sanchez
My Commission Expires
2/17/2029
Notary ID 5806899

EXHIBIT A

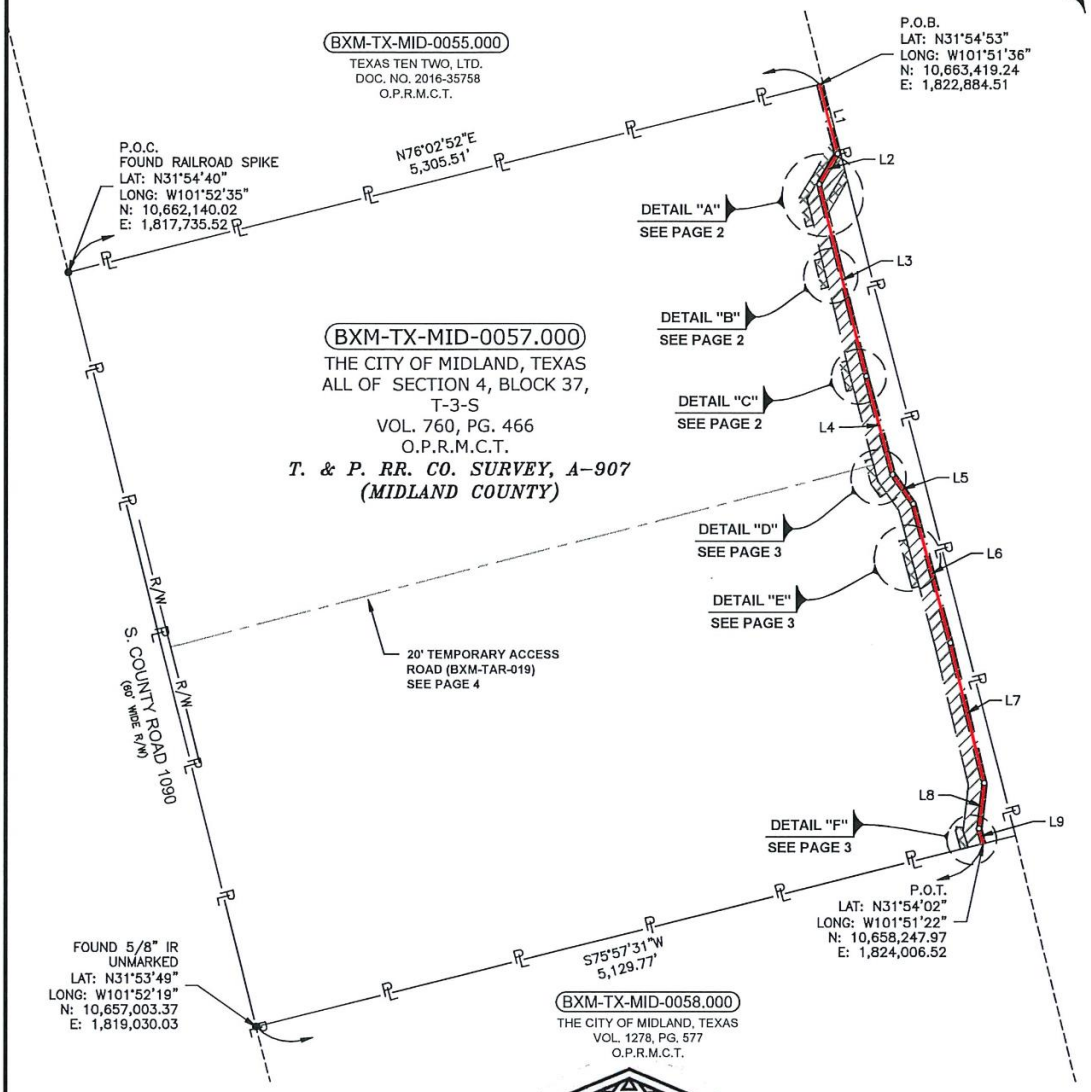
Attached to that certain Memorandum of Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Blackcomb Pipeline, LLC, as "Licensee"

Property

(see attached)

EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
5,396.15 FEET = 327.04 RODS
PIPELINE RIGHT OF WAY = 3.72 ACRES
TEMPORARY WORKSPACE = 10.82 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 2.28 ACRES



STATE OF TEXAS
REGISTERED
J. TODD ODHAM
6062
PROFESSIONAL
LAND SURVEYOR

FOR THE EXCLUSIVE USE OF
BLACKCOMB PIPELINE

I, J. TODD ODHAM, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS RECORD OF SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

4/10/2025

J. TODD ODHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6062, EXPIRES 12/31/2025
FIRM REGISTRATION NO. 10193874, EXPIRES 12/31/2025

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AN ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARING AND DISTANCES ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY ENSITE USA.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTIONS MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF PIPELINE RIGHT OF WAY.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF ENSITE USA, AND FURTHER DESCRIBES THE RECONSTRUCTION IF THIS SURVEY.

LEGEND

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

0' 500' 1000'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSiteUSA
3408 SLOANE, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	MA	DATE:	01/31/2025
CHK. BY:	SM	DATE:	01/31/2025
PAGE:	1 OF 8	REV:	4

BXM-TX-MID-0057.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0057.000.dwg

EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
5,396.15 FEET = 327.04 RODS
PIPELINE RIGHT OF WAY = 3.72 ACRES
TEMPORARY WORKSPACE = 10.82 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 2.28 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S14°44'35"E	486.46'
L2	S30°58'38"W	242.62'
L3	S14°01'18"E	1,347.54'
L4	S14°57'55"E	693.92'
L5	S34°57'55"E	243.02'
L6	S14°58'13"E	980.38'
L7	S13°34'40"E	983.13'
L8	S06°25'20"W	311.95'
L9	S15°41'21"E	107.14'

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	PL
POINT OF TERMINATION	P.O.T.	SURVEY LINE	SL
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

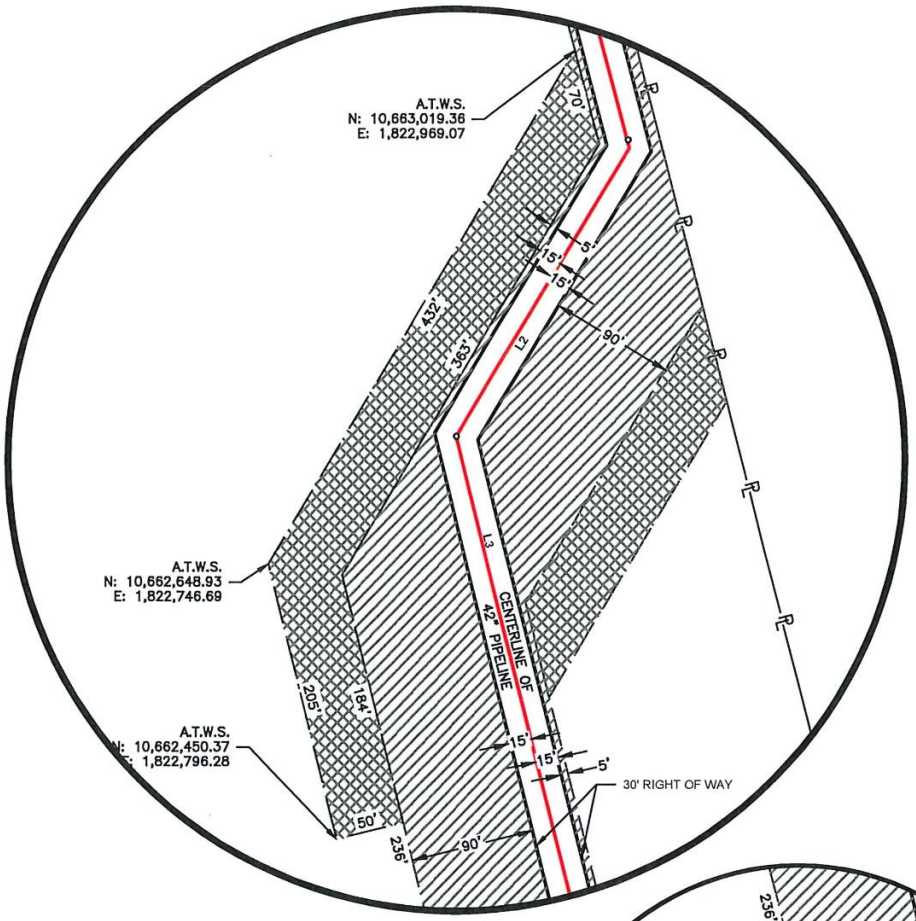
EnSite USA
3160 W. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

PROJECT: BLACKCOMB PIPELINE
DWN. BY: MA DATE: 01/31/2025
CHK. BY: SM DATE: 01/31/2025
PAGE: 2 OF 8 REV: 4

BXM-TX-MID-0057.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0057.000.dwg

EXHIBIT "A"



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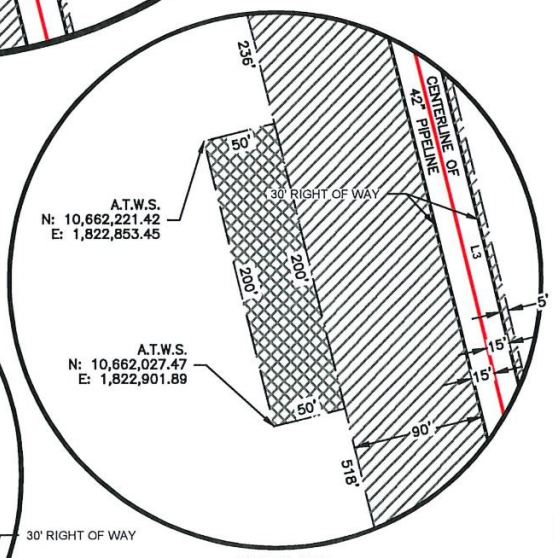
NOT TO SCALE



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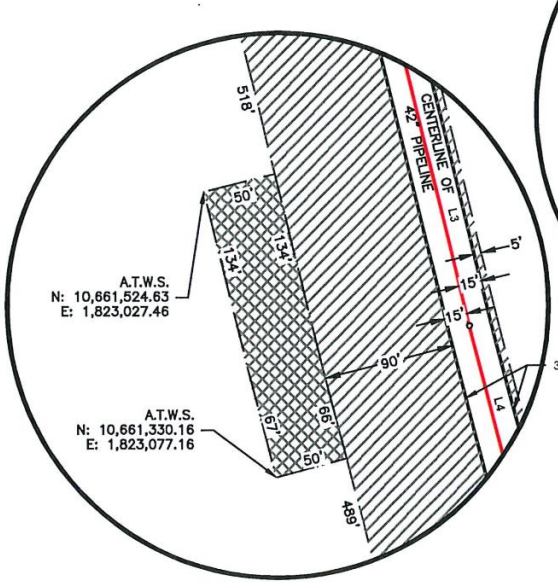


DETAIL "C"
NOT TO SCALE

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

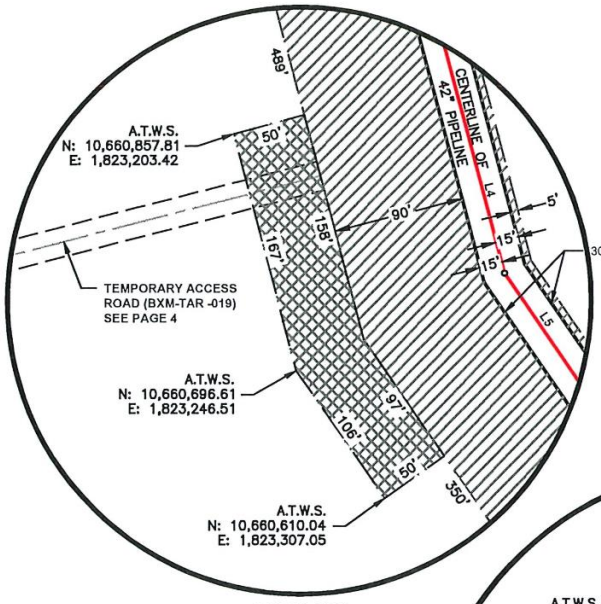
EnSiteUSA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 458-7880
www.ensiteusa.com

PROJECT: BLACKCOMB PIPELINE			
DWN. BY: MA	DATE: 01/31/2025		
CHK. BY: SM	DATE: 01/31/2025		
PAGE: 3 OF 8	REV: 4		

BXM-TX-MID-0057.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\6160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0057.000.dwg

EXHIBIT "A"



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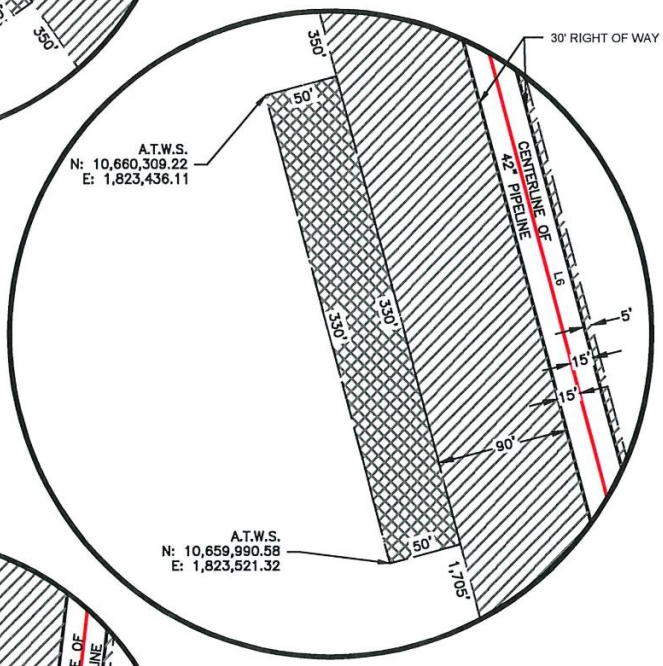

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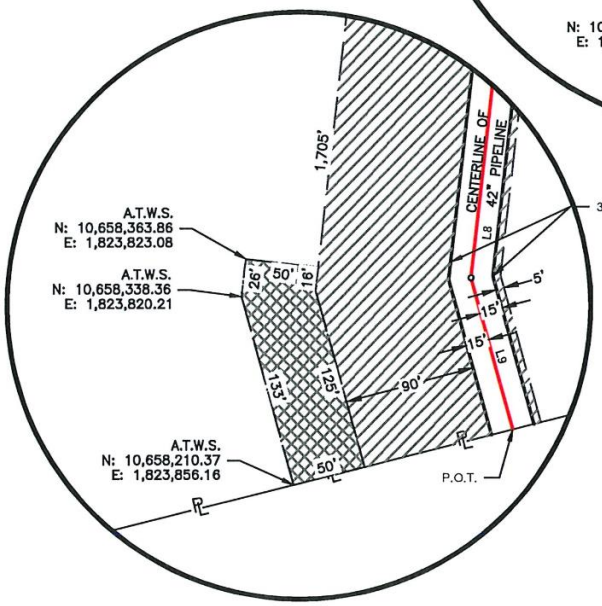
NOT TO SCALE



DETAIL "F"
NOT TO SCALE

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

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HOUSTON, TX 77063
TEL: (713) 458-7880
www.ensiteusa.com

PROJECT: BLACKCOMB PIPELINE			
DWN. BY: MA	DATE: 01/31/2025	BXM-TX-MID-0057.000 30' WIDE PIPELINE RIGHT OF WAY THE CITY OF MIDLAND, TEXAS MIDLAND COUNTY, TEXAS	
CHK. BY: SM	DATE: 01/31/2025		
PAGE: 4 OF 8	REV: 4		

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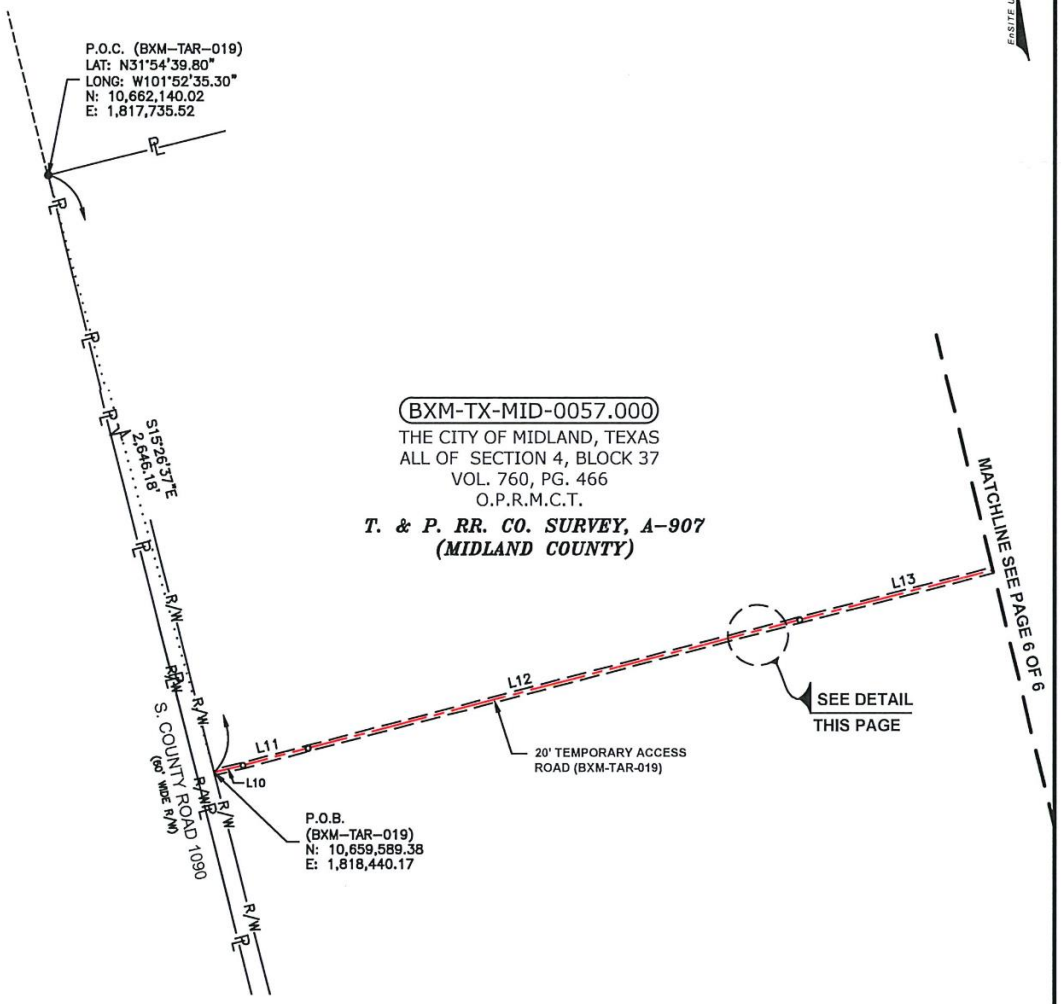
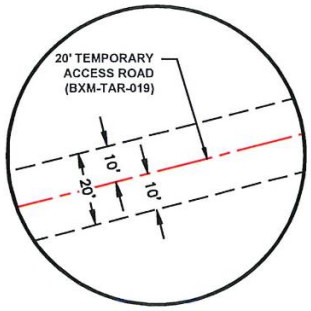
EXHIBIT "A"

TEMPORARY ACCESS ROAD (BXM-TAR-019)
CENTERLINE LENGTH
4,979.47 FEET = 301.79 RODS
TEMPORARY ACCESS ROAD = 2.29 ACRES



LINE TABLE		
NUMBER	BEARING	LENGTH
L10	N76°23'39"E	100.23'
L11	N75°20'11"E	230.91'
L12	N75°28'11"E	1,746.24'
L13	N75°41'49"E	1,336.22'
L14	N75°35'51"E	362.88'
L15	N75°27'15"E	309.91'
L16	N75°54'34"E	251.64'
L17	N75°23'41"E	295.96'
L18	N75°35'38"E	218.46'
L19	N75°44'42"E	127.02'



DETAIL
NOT TO SCALE

LEGEND

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

0' 251' 501'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
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RIGHT OF WAY	R.O.W.	IRON ROD	IR
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SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

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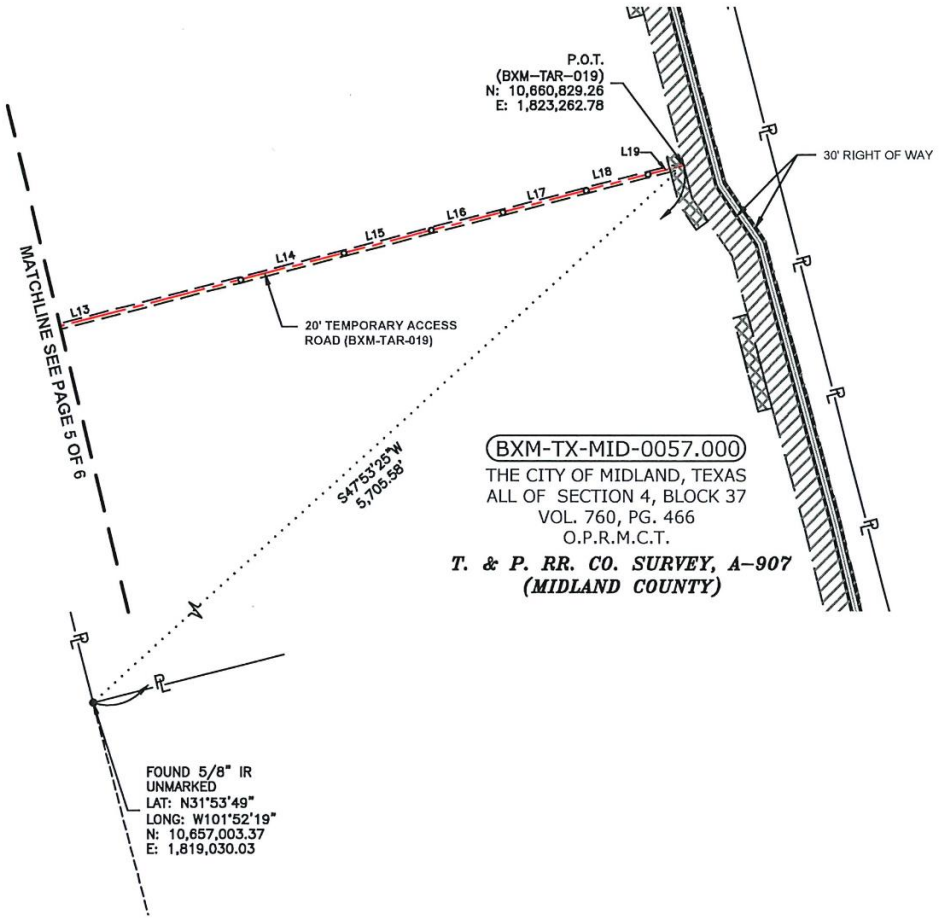
PROJECT: BLACKCOMB PIPELINE
DWN. BY: MA DATE: 01/31/2025
CHK. BY: SM DATE: 01/31/2025
PAGE: 5 OF 8 REV: 4

BXM-TX-MID-0057.000
TEMPORARY ACCESS ROAD (BXM-TAR-019)
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160_-_WWW_BXM_Midkiff_Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0057.000.dwg

EXHIBIT "A"

TEMPORARY ACCESS ROAD (BXM-TAR-019)
CENTERLINE LENGTH
4,979.47 FEET = 301.79 RODS
TEMPORARY ACCESS ROAD = 2.29 ACRES



LEGEND

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

0' 250' 500'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
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RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

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PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	MA	DATE:	01/31/2025
CHK. BY:	SM	DATE:	01/31/2025
PAGE:	6 OF 8	REV:	4

BXM-TX-MID-0057.000
TEMPORARY ACCESS ROAD (BXM-TAR-019)
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8169 - WWA BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0057.000.dwg

EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0057.000
REVISION 4
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

DESCRIPTION OF
A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY
UPON THE PROPERTY OF
THE CITY OF MIDLAND, TEXAS

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY SITUATED IN THE T. & P. RR. CO. SURVEY, ABSTRACT 907 MIDLAND COUNTY, TEXAS UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF THE CITY OF MIDLAND, TEXAS DESCRIBED AS ALL OF SECTION 4, BLOCK 37, TOWNSHIP-3-SOUTH IN VOLUME 760, PG. 466, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS (O.P.R.M.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY BEING SITUATED FIFETEEN (15) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, WITH THE SIDELINES OF SAID PIPELINE RIGHT OF WAY BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE 4203, USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY

COMMENCE at an unmarked railroad spike found having coordinates of N:10,662,140.02, E:1,817,735.52, based on the above referenced coordinate system, and being the northwesterly corner of the above referenced tract of land;

THENCE North 76°02'52" East for a distance of 5,305.51 feet to a point on the northerly line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described pipeline right of way, same having coordinates of N:10,663,419.24, E:1,822,884.51.

THENCE along the centerline of the herein described pipeline right of way upon, over and across a portion of the above referenced tract of land in the following nine (9) courses and distances:

1. South 14°44'35" East for a distance of 486.46 feet to a point,
2. South 30°58'38" West for a distance of 242.62 feet to a point,
3. South 14°01'18" East for a distance of 1,347.54 feet to a point,
4. South 14°57'55" East for a distance of 693.92 feet to a point,
5. South 34°57'55" East for a distance of 243.02 feet to a point,
6. South 14°58'13" East for a distance of 980.38 feet to a point,
7. South 13°34'40" East for a distance of 983.13 feet to a point,
8. South 06°25'20" West for a distance of 311.95 feet to a point,
9. South 15°41'21" East for a distance of 107.14 feet to a point on the southerly line of the above referenced tract of land, said point being the **POINT OF TERMINATION** of the herein described pipeline right of way, said point having coordinates of N:10,658,247.97, E:1,824,006.52, from which an unmarked five-eights inch (5/8") iron rod found for the southwesterly corner of the above referenced tract of land, bears South 75°57'31" West for a distance of 5,129.77 feet, same having coordinates of N:10,657,003.37, E:1,816,030.03.

Herein described thirty (30) foot wide pipeline right of way having a total length across the property of 5,396.15 feet, or 327.04 rods and containing 3.72 acres of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

A five (5) foot wide strip of land and a ninety (90) foot wide strip of land, as shown on attached plat containing 10.82 acres of land, more or less.

ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

A.T.W.S. containing 2.28 acres of land, more or less.

ALL RIGHTS RESERVED © ENSITEUSA 2025

EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0057.000
REVISION 4
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

TEMPORARY ACCESS ROAD (BXM-T.A.R. 019)

COMMENCE at an unmarked railroad spike found having coordinates of N:10,662,140.02, E:1,817,735.52, based on the above referenced coordinate system, and being the northwesterly corner of the above referenced tract of land;

THENCE South 15°26'37" East for a distance of 2,646.18 feet to a point on the easterly line of South County Road 1090 (60' right of way), said point being the **POINT OF BEGINNING** of the herein described temporary access road, same having coordinates of N:10,659,589.38, E:1,818,440.17.

THENCE along the centerline of the herein described twenty (20) foot wide temporary access road upon, over and across a portion of the above referenced tract of land in the following ten (10) courses and distances:

1. North 76°23'39" East for a distance of 100.23 feet to a point,
2. North 75°20'11" East for a distance of 230.91 feet to a point,
3. North 75°28'11" East for a distance of 1,746.24 feet to a point,
4. North 75°41'49" East for a distance of 1,336.22 feet to a point,
5. North 75°35'51" East for a distance of 362.88 feet to a point,
6. North 75°27'15" East for a distance of 309.91 feet to a point,
7. North 75°54'34" East for a distance of 251.64 feet to a point,
8. North 75°26'41" East for a distance of 295.96 feet to a point,
9. North 75°35'38" East for a distance of 218.46 feet to a point,
10. North 75°44'42" East for a distance of 127.02 feet to a point on the westerly line of the herein described Temporary Workspace, said point being the **POINT OF TERMINATION** of the herein described temporary access road, said point having coordinates of N:10,660,829.26, E:1,823,262.78, from which an unmarked five-eights inch (5/8") iron rod found for the southwesterly corner of the above referenced tract of land, bears South 47°53'25" West for a distance of 5,705.58 feet, same having coordinates of N:10,657,003.37, E:1,816,030.03.

Herein described twenty (20) foot wide access road having a total length across the property of 4,979.47 feet, or 301.79 rods and containing 2.29 acres of land, more or less.

For reference and further information, see attached plat made in conjunction with this legal description, as prepared by EnSiteUSA, of same date.

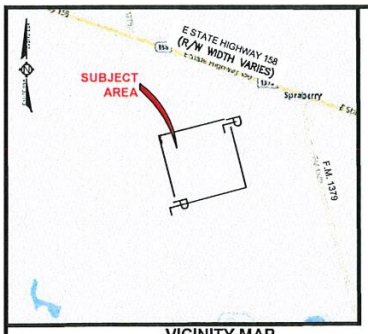
4/10/2025

J. Todd Odham
Registered Professional Land Surveyor
Texas Registration No. 6062, Expires 12/31/2025
EnSite USA, Inc.
3100 S. Gessner, Suite 400
Houston, Texas 77063
Firm Registration No. 10193874, Expires 12/31/2025
Ph. (713) 456-7880

ALL RIGHTS RESERVED © ENSITEUSA 2025

EXHIBIT "A"

TEMPORARY WORKSPACE = 1.06 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 0.30 ACRE



VICINITY MAP
SCALE: 1" = 10,000'

BXM-TX-MID-0055.000
TEXAS TEN TWO, LTD.
DOC. NO. 2016-35758
O.P.R.M.C.T.

P.O.C.
FOUND RAILROAD SPIKE
LAT: N31°54'40"
LONG: W101°52'35"
N: 10,662,140.02
E: 1,817,735.52

N76°02'52"E
5,331.35'

BXM-TX-MID-0055.010
TEXAS TEN TWO, LTD.
DOC. NO. 2016-35758
O.P.R.M.C.T.

P.O.B.
LAT: N31°54'53"
LONG: W101°51'35"
N: 10,663,425.47
E: 1,822,909.59

N76°02'52"E
79.12'

S14°44'35"E
529.26'

BXM-TX-MID-0057.010
THE CITY OF MIDLAND, TEXAS
ALL OF SECTION 3, BLOCK 37, T-3-S
VOL. 760, PG. 466
O.P.R.M.C.T.
T. & P. RR. CO. SURVEY, A-129
(MIDLAND COUNTY)

N14°25'46"W
610.77'

N: 10,663,043.33
E: 1,823,143.63

50'
101.22'

BXM-TX-MID-0057.000
THE CITY OF MIDLAND, TEXAS
VOL. 760, PG. 466
O.P.R.M.C.T.

S30°58'38"W
115.17'

A.T.W.S.
N: 10,662,925.06
E: 1,823,174.75

115'
186.70'

A.T.W.S.
N: 10,662,766.00
E: 1,823,079.27

STATE OF TEXAS
REGISTERED
J. TODD ODHAM
6062
PROFESSIONAL
LAND SURVEYOR

FOR THE EXCLUSIVE USE OF
BLACKCOMB PIPELINE
I, J. TODD ODHAM, DO HEREBY CERTIFY THAT
THIS SURVEY WAS MADE ON THE GROUND, THAT THIS
RECORD OF SURVEY CORRECTLY REPRESENTS
THE FACTS FOUND AT THE TIME OF THE SURVEY.

4/8/2025
J. TODD ODHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6062, EXPIRES 12/31/2025
FIRM REGISTRATION NO. 10193874, EXPIRES 12/31/2025

NOTES:

1. ALL COORDINATES, BEARING AND DISTANCES ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY ENSITE USA
2. FOR REFERENCE AND FURTHER INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH THIS PLAT, PREPARED BY ENSITE USA, OF SAME DATE.

LEGEND

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

0' 100' 200'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSiteUSA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	JH	DATE:	02/18/2025
CHK. BY:	SM	DATE:	02/18/2025
PAGE:	1 OF 2	REV:	2

BXM-TX-MID-0057.010
TEMPORARY WORKSPACE EASEMENT
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160_WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0057.010.dwg

EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0057.010
REVISION 2
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

DESCRIPTION OF
A 1.06 ACRE TEMPORARY WORKSPACE
UPON THE PROPERTY OF
THE CITY OF MIDLAND, TEXAS

DESCRIPTION OF A 1.06 ACRE TEMPORARY WORKSPACE SITUATED IN THE T. & P. RR. CO. SURVEY, ABSTRACT 129 MIDLAND COUNTY, TEXAS UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF THE CITY OF MIDLAND, TEXAS DESCRIBED AS ALL OF SECTION 3, BLOCK 37, TOWNSHIP-3-SOUTH IN VOLUME 760, PG. 466, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS (O.P.R.M.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID 1.06 ACRE TEMPORARY WORKSPACE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE 4203, USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

TEMPORARY WORKSPACE

COMMENCE at an unmarked railroad spike found having coordinates of N:10,662,140.02, E:1,817,735.52, based on the above referenced coordinate system, and being the northwesterly corner of the property in the name of The City of Midland, Texas as recorded in Volume 760, Page 466 of the O.P.R.M.C.T.;

THENCE North 76°02'52" East for a distance of 5,331.35 feet to a point on the northerly line of the above referenced tract of land, same being the northwesterly corner of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described temporary workspace, same having coordinates of N:10,663,425.47, E:1,822,909.59.

THENCE over and across a portion of the above referenced tract of land in the following four (4) courses and distances:

1. North 76°02'52" East along the northerly line of the above referenced tract of land for a distance of 79.12 feet to the northeasterly corner of the herein described temporary workspace
2. South 14°44'35" East for a distance of 529.26 feet to the southeasterly corner of the herein described temporary workspace,
3. South 30°58'38" West for a distance of 115.17 feet to a point on the westerly line of the above referenced tract of land, same being the southwesterly corner of the herein described temporary workspace,
4. North 14°25'46" West for a distance of 610.77 feet to the **POINT OF BEGINNING** of the herein described temporary workspace and containing 1.06 acres of land, more or less.

ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

A.T.W.S. containing 0.30 acre of land, more or less.

For reference and further information, see attached plat made in conjunction with this legal description, as prepared by EnSiteUSA, of same date.

4/8/2025

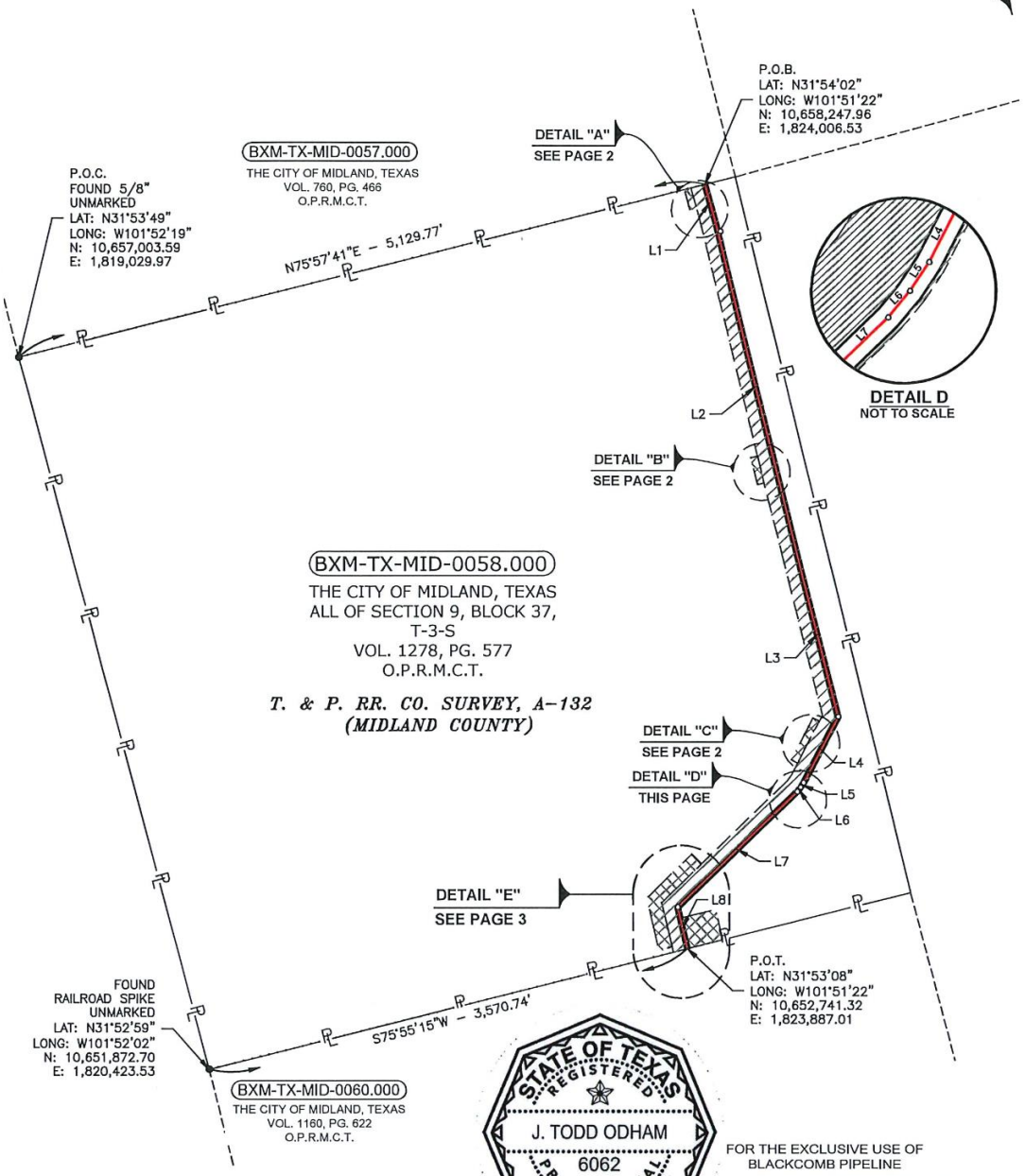
J. Todd Odham
Registered Professional Land Surveyor
Texas Registration No. 6062, Expires 12/31/2025
EnSite USA, Inc.
3100 S. Gessner, Suite 400
Houston, Texas 77063
Firm Registration No. 10193874, Expires 12/31/2025
Ph. (713) 456-7880

STATE OF TEXAS REGISTERED J. TODD ODHAM 6062 PROFESSIONAL LAND SURVEYOR

ALL RIGHTS RESERVED © ENSITEUSA 2025

EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
6,078.12 FEET = 368.37 RODS
PIPELINE RIGHT OF WAY = 4.19 ACRES
TEMPORARY WORKSPACE = 13.27 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 3.87 ACRE



STATE OF TEXAS
REGISTERED
J. TODD ODHAM
6062
PROFESSIONAL
LAND SURVEYOR

FOR THE EXCLUSIVE USE OF
BLACKCOMB PIPELINE

I, J. TODD ODHAM, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS RECORD OF SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

4/9/2025

J. TODD ODHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6062, EXPIRES 12/31/2025
FIRM REGISTRATION NO. 10193874, EXPIRES 12/31/2025

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AN ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARING AND DISTANCES ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY ENSITE USA.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTIONS MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF PIPELINE RIGHT OF WAY.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF ENSITE USA, AND FURTHER DESCRIBES THE RECONSTRUCTION IF THIS SURVEY.

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS OF REAGAN COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER

EDGE PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 500' 1000'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

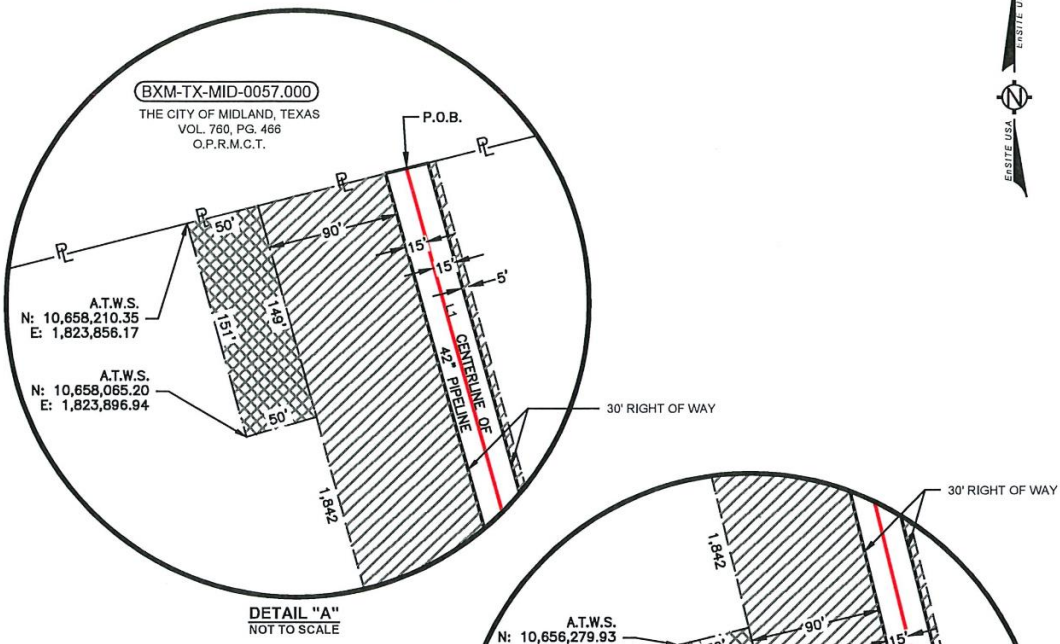
EnSiteUSA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

PROJECT:	BLACKCOMB PIPELINE
DWN. BY: JM	DATE: 02/06/2025
CHK. BY: SM	DATE: 02/06/2025
PAGE: 1 OF 6	REV: 3

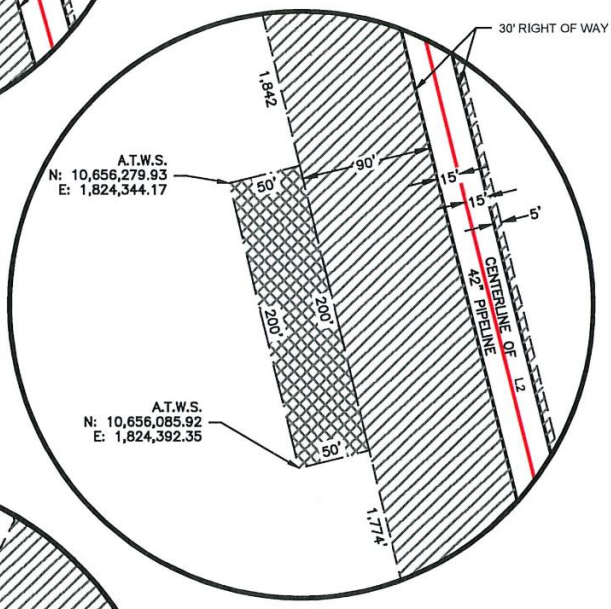
BXM-TX-MID-0058.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0058.000.dwg

EXHIBIT "A"

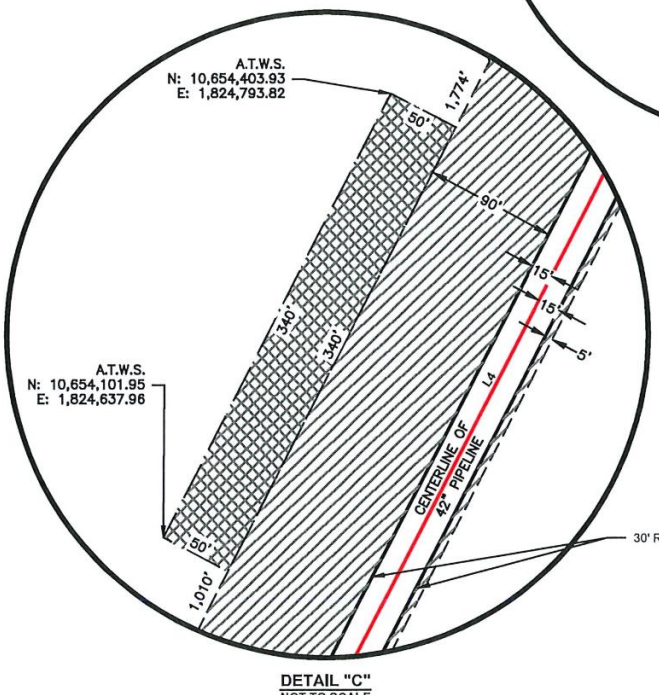


DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

BXM-TX-MID-0058.000
THE CITY OF MIDLAND, TEXAS
ALL OF SECTION 9, BLOCK 37
VOL. 1278, PG. 577
O.P.R.M.C.T.
T. & P. RR. CO. SURVEY, A-132
(MIDLAND COUNTY)



DETAIL "C"
NOT TO SCALE

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS OF REAGAN COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	PL
POINT OF TERMINATION	P.O.T.	SURVEY LINE	SL
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

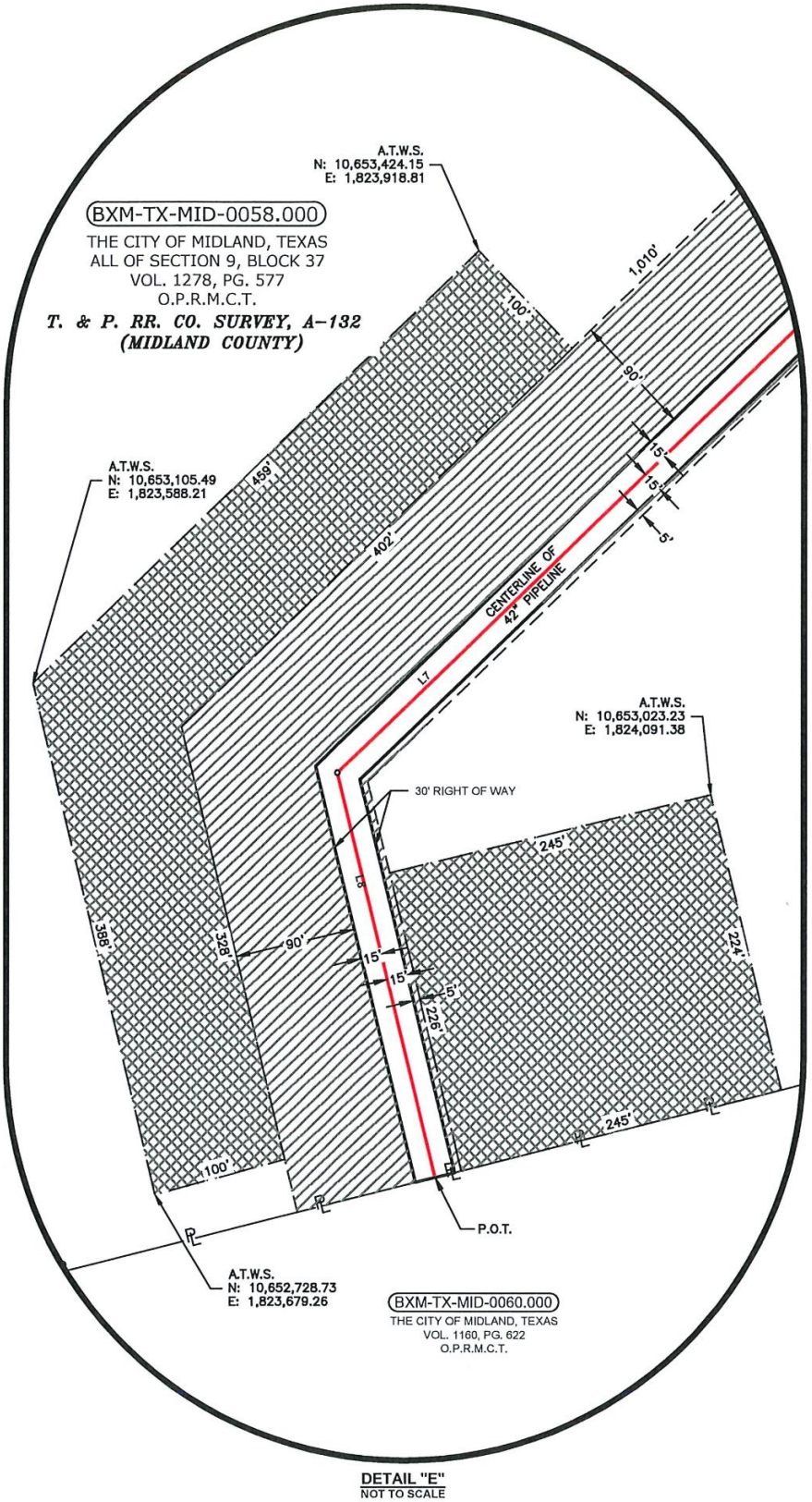
EnSiteUSA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

PROJECT: BLACKCOMB PIPELINE			
DWN. BY: JM	DATE: 02/06/2025		
CHK. BY: SM	DATE: 02/06/2025		
PAGE: 2 OF 6	REV: 3		

BXM-TX-MID-0058.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0058.000.dwg

EXHIBIT "A"



DETAIL "E"
NOT TO SCALE

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS OF REAGAN COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSiteUSA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 458-7880
www.ensiteusa.com

PROJECT: BLACKCOMB PIPELINE			
DWN. BY: JM	DATE: 02/06/2025		
CHK. BY: SM	DATE: 02/06/2025		
PAGE: 3 OF 6	REV: 3		

BXM-TX-MID-0058.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\9160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0058.000.dwg

EXHIBIT "A"

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S15°41'21"E	272.94'
L2	S13°56'46"E	2,461.90'
L3	S14°11'08"E	1,220.30'
L4	S27°17'57"W	535.87'
L5	S33°33'03"W	39.98'
L6	S39°48'08"W	39.98'
L7	S46°03'14"W	1,200.42'
L8	S13°35'06"E	306.73'

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS OF REAGAN COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSite USA
3106 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 458-7880
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PROJECT: BLACKCOMB PIPELINE
DWN. BY: JM DATE: 02/06/2025
CHK. BY: SM DATE: 02/06/2025
PAGE: 4 OF 6 REV: 3

BXM-TX-MID-0058.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0058.000.dwg

EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0058.000
REVISION 3
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

DESCRIPTION OF
A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY
UPON THE PROPERTY OF
THE CITY OF MIDLAND, TEXAS

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY SITUATED IN THE T. & P. RR. CO. SURVEY, ABSTRACT 132 MIDLAND COUNTY, TEXAS UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF THE CITY OF MIDLAND, TEXAS DESCRIBED AS ALL OF SECTION 9, BLOCK 37, TOWNSHIP-3-SOUTH IN VOLUME 1278, PG. 577, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS (O.P.R.M.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY BEING SITUATED FIFTEEN (15) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, WITH THE SIDELINES OF SAID PIPELINE RIGHT OF WAY BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE 4203, USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY

COMMENCE at an unmarked five eights inch (5/8") iron rod found having coordinates of N:10,657,003.59, E:1,819,029.97, based on the above referenced coordinate system, and being the northwesterly corner of the above referenced tract of land;

THENCE North 75°57'41" East for a distance of 5,129.77 feet to a point on the northerly line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described pipeline right of way, same having coordinates of N:10,658,247.96, E:1,824,006.53.

THENCE along the centerline of the herein described pipeline right of way upon, over and across a portion of the above referenced tract of land in the following eight (8) courses and distances:

1. South 15°41'21" East for a distance of 272.94 feet to a point,
2. South 13°56'46" East for a distance of 2,461.90 feet to a point,
3. South 14°11'08" East for a distance of 1,220.30 feet to a point,
4. South 27°17'57" West for a distance of 535.87 feet to a point,
5. South 33°33'03" West for a distance of 39.98 feet to a point,
6. South 39°48'08" West for a distance of 39.98 feet to a point,
7. South 46°03'14" West for a distance of 1,200.42 feet to a point,
8. South 13°35'06" East for a distance of 306.73 feet to a point on the southerly line of the above referenced tract of land, said point being the **POINT OF TERMINATION** of the herein described pipeline right of way, said point having coordinates of N:10,652,741.32, E:1,823,887.01, from which an unmarked railroad spike found for the southwesterly corner of the above referenced tract of land, bears South 75°55'15" West for a distance of 3,570.74 feet, same having coordinates of N:10,651,872.70, E:1,820,423.53.

Herein described thirty (30) foot wide pipeline right of way having a total length across the property of 6,078.12 feet, or 368.37 rods and containing 4.19 acres of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

A five (5) foot wide strip of land and a ninety (90) foot wide strip of land, as shown on attached plat containing 13.27 acres of land, more or less.

ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

A.T.W.S. containing 3.87 acres of land, more or less.

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EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0058.000
REVISION 3
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

For reference and further information, see attached plat made in conjunction with this legal description, as prepared by EnSiteUSA, of same date.

4/9/2025

J. Todd Odham
Registered Professional Land Surveyor
Texas Registration No. 6062, Expires 12/31/2025
EnSite USA, Inc.
3100 S. Gessner, Suite 400
Houston, Texas 77063
Firm Registration No. 10193874, Expires 12/31/2025
Ph. (713) 456-7880

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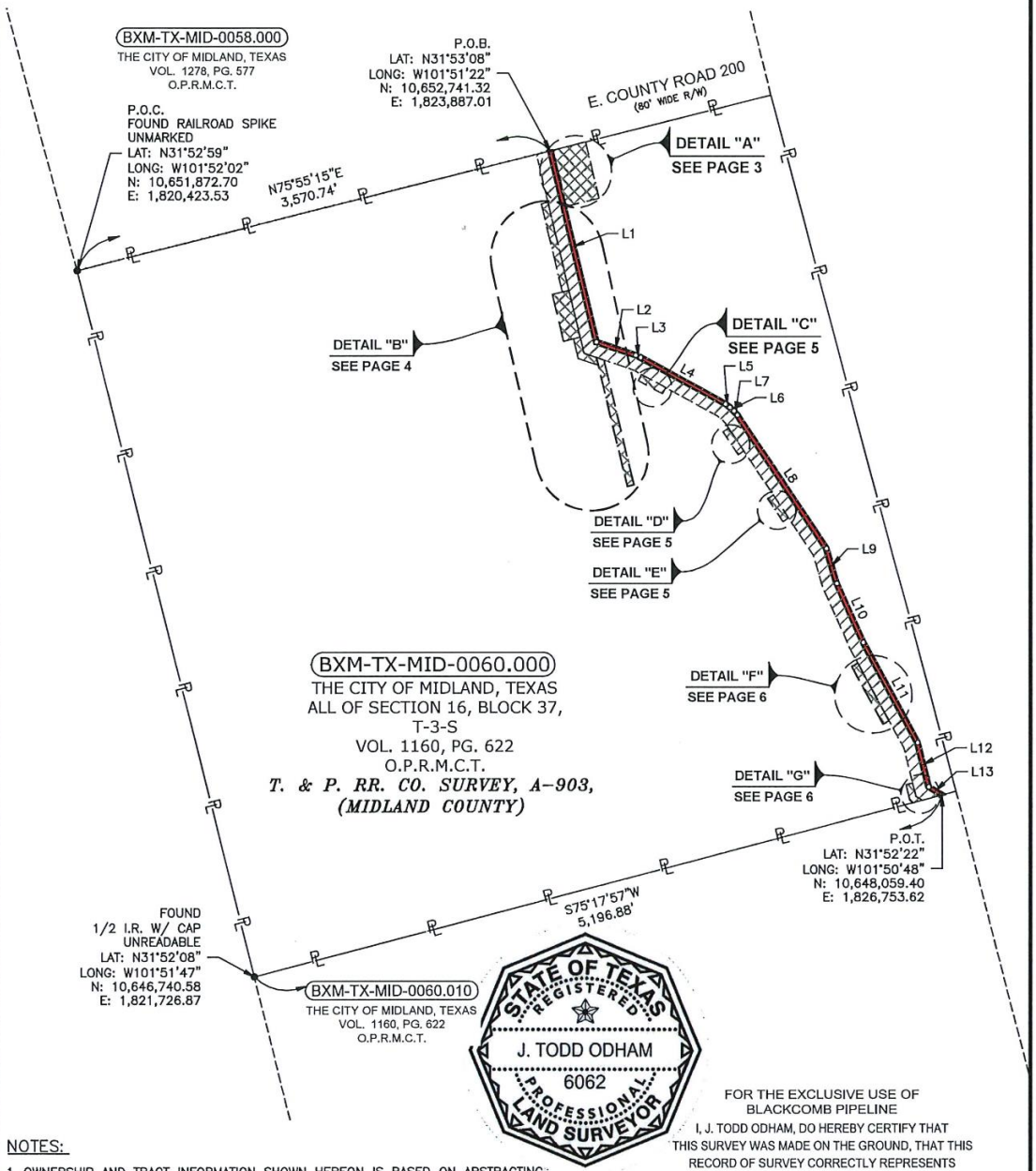
EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
5,780.70 FEET = 350.34 RODS
PIPELINE RIGHT OF WAY = 3.98 ACRES
TEMPORARY WORKSPACE = 12.61 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 6.91 ACRES



STATE OF TEXAS
REGISTERED
J. TODD ODHAM
6062
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AN ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARING AND DISTANCES ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY ENSITE USA.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTIONS MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF PIPELINE RIGHT OF WAY.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF ENSITE USA, AND FURTHER DESCRIBES THE RECONSTRUCTION IF THIS SURVEY.

FOR THE EXCLUSIVE USE OF
BLACKCOMB PIPELINE

I, J. TODD ODHAM, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS RECORD OF SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

4/9/2025

J. TODD ODHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6062, EXPIRES 12/31/2025
FIRM REGISTRATION NO. 10193874, EXPIRES 12/31/2025

LEGEND

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

0' 500' 1000'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSiteUSA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 458-7880
www.ensiteusa.com

PROJECT: BLACKCOMB PIPELINE			
DWN. BY: CM	DATE: 02/08/2025		
CHK. BY: SM	DATE: 02/08/2025		
PAGE: 1 OF 8	REV: 3		

BXM-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0060.000.dwg

EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
5,780.70 FEET = 350.34 RODS
PIPELINE RIGHT OF WAY = 3.98 ACRES
TEMPORARY WORKSPACE = 12.61 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 6.91 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S13°35'05"E	1,430.72'
L2	S71°38'34"E	301.16'
L3	S66°33'45"E	39.98'
L4	S61°28'55"E	708.63'
L5	S54°35'26"E	39.98'
L6	S47°41'57"E	39.98'
L7	S40°48'27"E	39.98'
L8	S33°54'58"E	1,170.04'
L9	S16°45'42"E	264.39'
L10	S24°27'15"E	471.80'
L11	S28°18'09"E	827.73'
L12	S14°08'24"E	331.01'
L13	S59°32'03"E	115.31'

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSiteUSA
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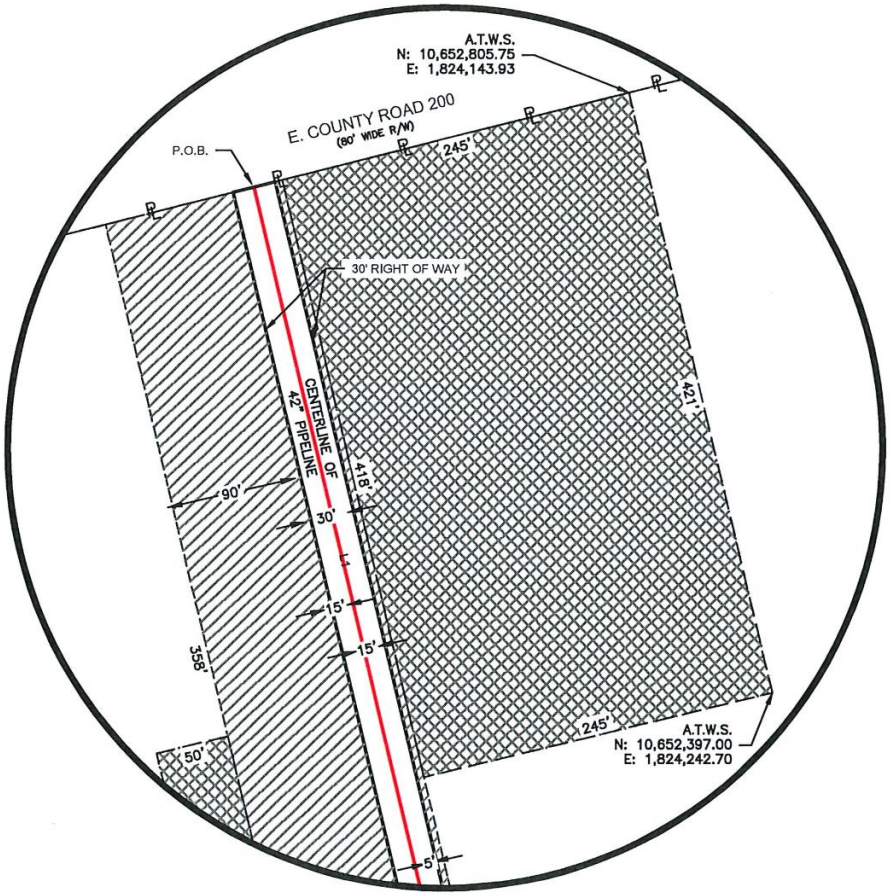
PROJECT: BLACKCOMB PIPELINE			
DWN. BY:	QM	DATE:	02/08/2025
CHK. BY:	SM	DATE:	02/08/2025
PAGE: 2 OF 8		REV:	3

BXM-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0060.000.dwg



DETAIL "A"
NOT TO SCALE

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSite USA
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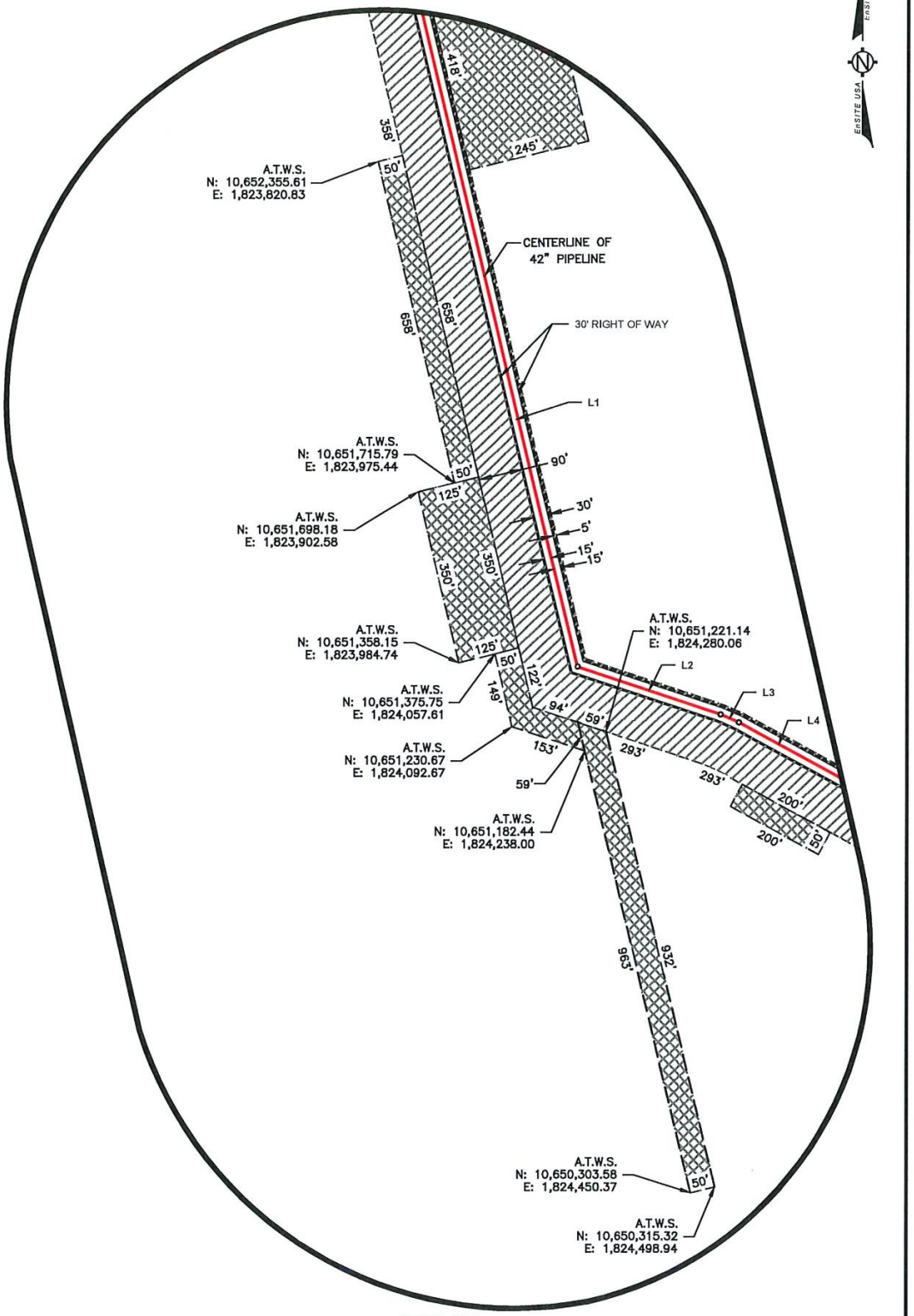
PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	CM	DATE:	02/08/2025
CHK. BY:	SM	DATE:	02/08/2025
PAGE:	3 OF 8	REV:	3

BXM-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WW BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0060.000.dwg

PACKET 16.28 June 24, 2025

EXHIBIT "A"



DETAIL "B"
NOT TO SCALE

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSite USA
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HOUSTON, TX 77063
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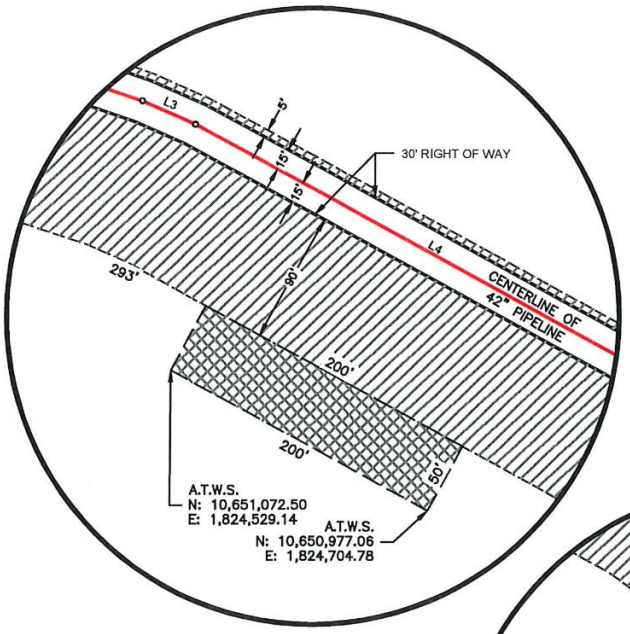
PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	CM	DATE:	02/08/2025
CHK. BY:	SM	DATE:	02/08/2025
PAGE:	4 OF 8	REV:	3

BXM-TX-MID-0060.000
30' WIDE PIELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WW BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0060.000.dwg

PACKET 16.29 June 24, 2025

EXHIBIT "A"



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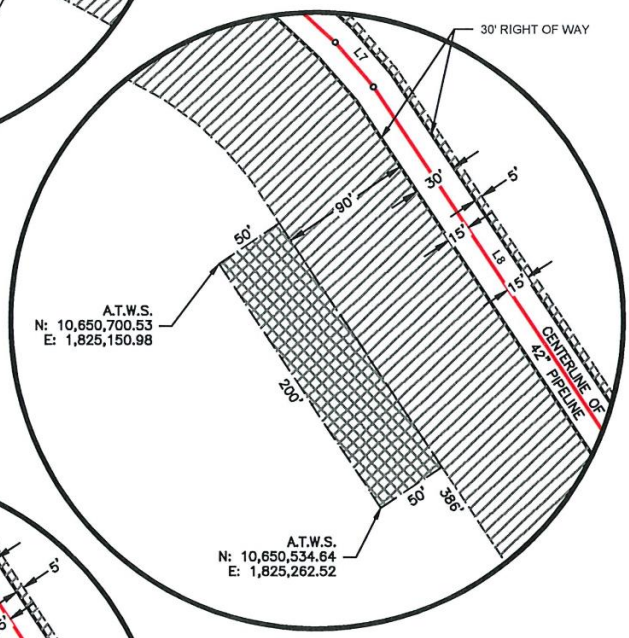

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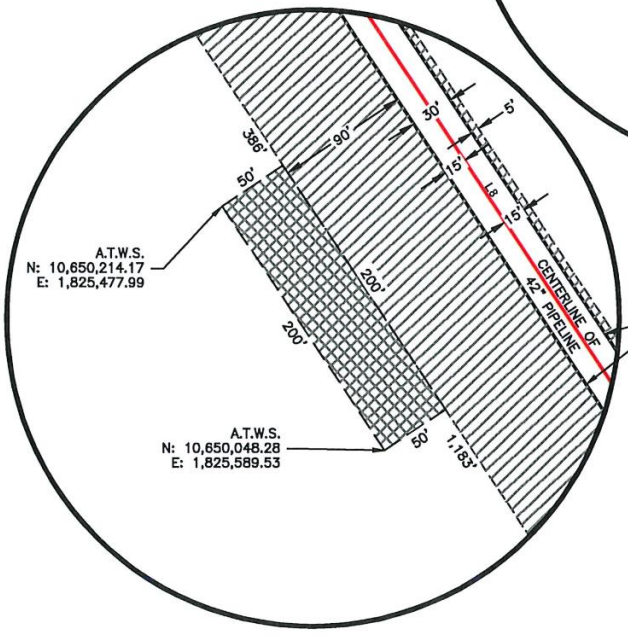

DETAIL "E"
NOT TO SCALE

LEGEND

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSite USA
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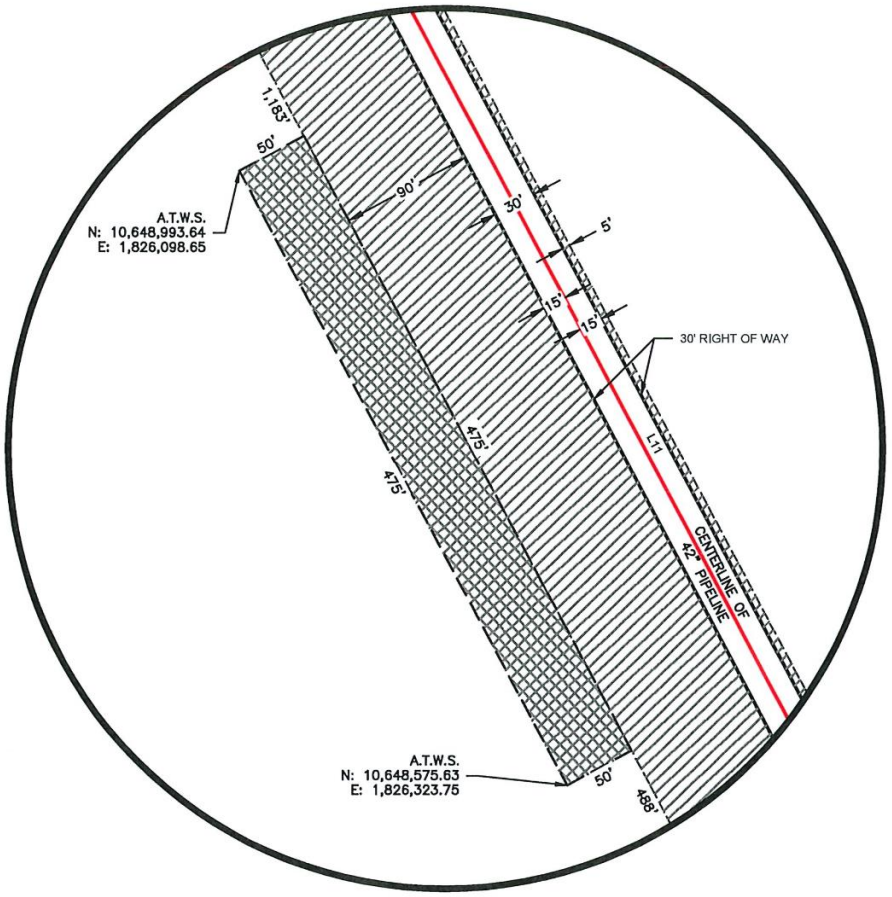
PROJECT: BLACKCOMB PIPELINE			
DWN. BY: CH	DATE: 02/08/2025	BXM-TX-MID-0060.000	
CHK. BY: SM	DATE: 02/08/2025	30' WIDE PIPELINE RIGHT OF WAY	
PAGE: 5 OF 8	REV: 3	THE CITY OF MIDLAND, TEXAS	
		MIDLAND COUNTY, TEXAS	

H:\8160 - WWW BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0060.000.dwg

EXHIBIT "A"



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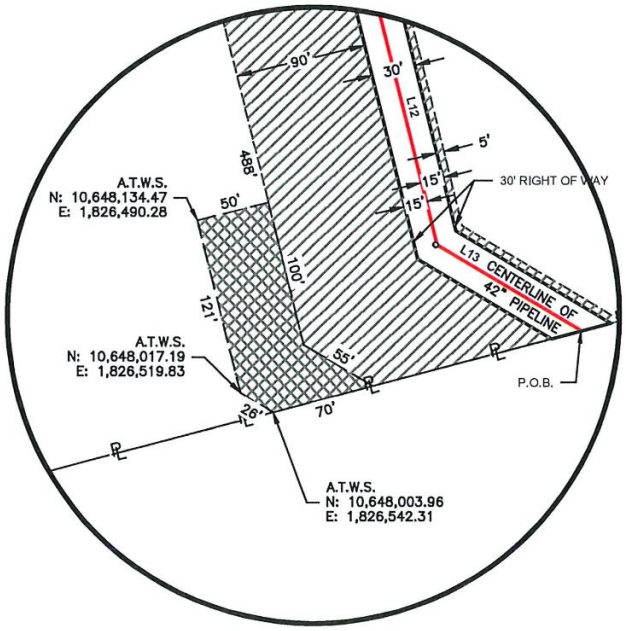

DETAIL "G"
NOT TO SCALE

LEGEND

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
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RIGHT OF WAY	R.O.W.	IRON ROD	IR
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PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	CM	DATE:	02/08/2025
CHK. BY:	SM	DATE:	02/08/2025
PAGE:	6 OF 8	REV:	3

BXM-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWW BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0060.000.dwg

EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0060.000
REVISION 3
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

DESCRIPTION OF
A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY
UPON THE PROPERTY OF
THE CITY OF MIDLAND, TEXAS

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY SITUATED IN THE T. & P. RR. CO. SURVEY, ABSTRACT 903 MIDLAND COUNTY, TEXAS UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF THE CITY OF MIDLAND, TEXAS DESCRIBED AS ALL OF SECTION 16, BLOCK 37, TOWNSHIP-3-SOUTH IN VOLUME 1160, PG. 622, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS (O.P.R.M.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY BEING SITUATED FIFTEEN (15) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, WITH THE SIDELINES OF SAID PIPELINE RIGHT OF WAY BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE 4203, USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY

COMMENCE at an unmarked Railroad spike found having coordinates of N:10,651,872.70, E:1,820,423.53, based on the above referenced coordinate system, and being the northwesterly corner of the above referenced tract of land;

THENCE North 75°55'15" East for a distance of 3,570.74 feet to a point on the northerly line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described pipeline right of way, same having coordinates of N:10,652,741.32, E:1,823,887.01.

THENCE along the centerline of the herein described pipeline right of way upon, over and across a portion of the above referenced tract of land in the following thirteen (13) courses and distances:

1. South 13°35'05" East for a distance of 1,430.72 feet to a point,
2. South 71°38'34" East for a distance of 301.16 feet to a point,
3. South 66°33'45" East for a distance of 39.98 feet to a point,
4. South 61°28'55" East for a distance of 708.63 feet to a point,
5. South 54°35'26" East for a distance of 39.98 feet to a point,
6. South 47°41'57" East for a distance of 39.98 feet to a point,
7. South 40°48'27" East for a distance of 39.98 feet to a point,
8. South 33°54'58" East for a distance of 1,170.04 feet to a point,
9. South 16°45'42" East for a distance of 264.39 feet to a point,
10. South 24°27'15" East for a distance of 471.80 feet to a point,
11. South 28°18'09" East for a distance of 827.73feet to a point,
12. South 14°08'24" East for a distance of 331.01 feet to a point,
13. South 59°32'03" East for a distance of 115.31 feet to a point on the southerly line of the above referenced tract of land, said point being the **POINT OF TERMINATION** of the herein described pipeline right of way, said point having coordinates of N:10,648,059.40, E:1,826,753.62, from which a one half inch (1/2") iron rod with cap unreadable found for the southwesterly corner of the above referenced tract of land, bears South 75°17'57" West for a distance of 5,196.88 feet, same having coordinates of N:10,646,740.58, E:1,821,726.87.

Herein described thirty (30) foot wide pipeline right of way having a total length across the property of 5,780.70 feet, or 350.34 rods and containing 3.98 acre of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

A five (5) foot wide strip of land and a ninety (90) foot wide strip of land, as shown on attached plat containing 12.61 acres of land, more or less.

ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

A.T.W.S. containing 6.91 acres of land, more or less.

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EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0060.000
REVISION 3
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

For reference and further information, see attached plat made in conjunction with this legal description, as prepared by EnSiteUSA, of same date.

4/9/2025

J. Todd Odham
Registered Professional Land Surveyor
Texas Registration No. 6062, Expires 12/31/2025
EnSite USA, Inc.
3100 S. Gessner, Suite 400
Houston, Texas 77063
Firm Registration No. 10193874, Expires 12/31/2025
Ph. (713) 456-7880

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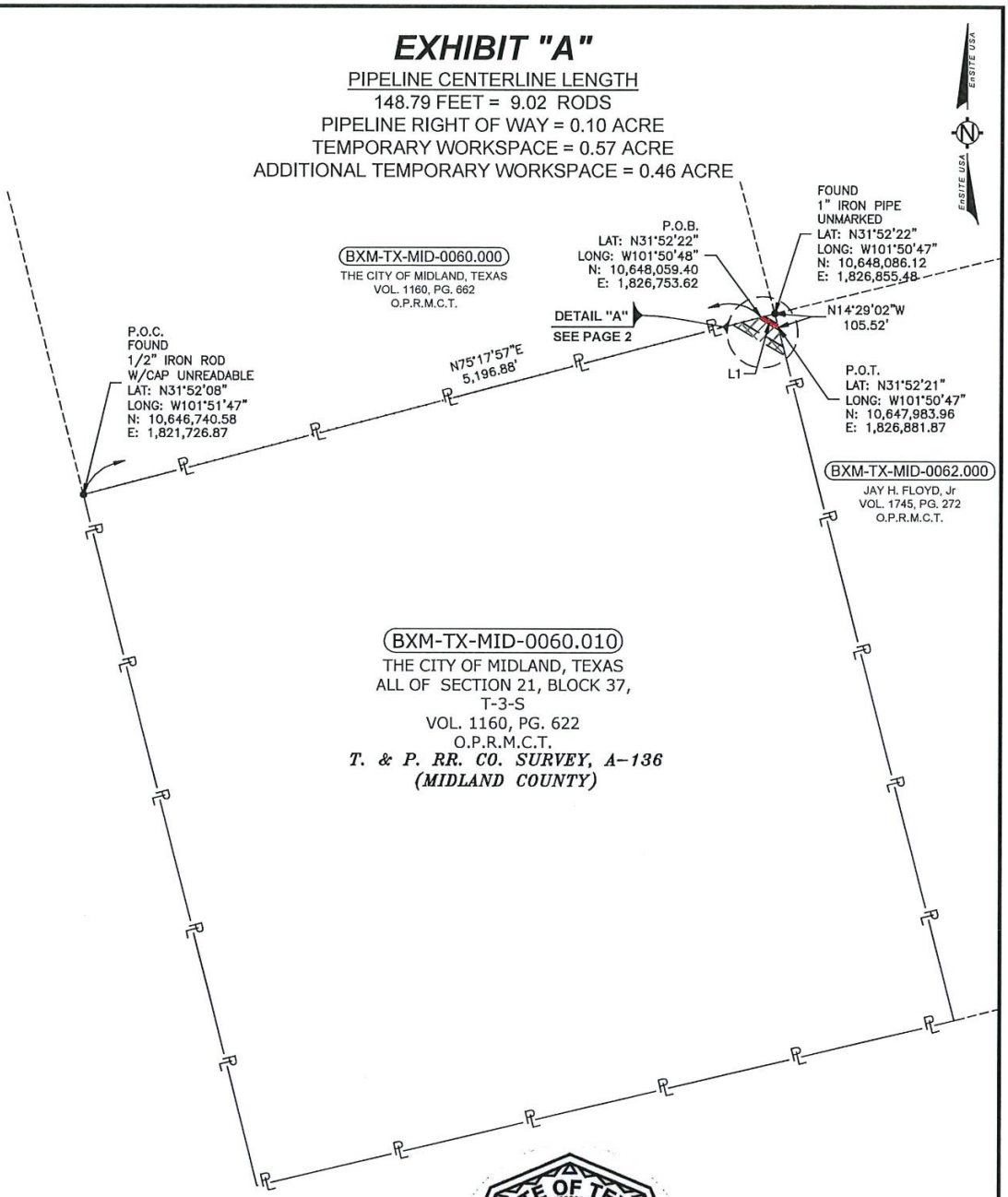
EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
148.79 FEET = 9.02 RODS
PIPELINE RIGHT OF WAY = 0.10 ACRE
TEMPORARY WORKSPACE = 0.57 ACRE
ADDITIONAL TEMPORARY WORKSPACE = 0.46 ACRE



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S59°32'03"E	148.79'

STATE OF TEXAS
REGISTERED
J. TODD ODHAM
6062
PROFESSIONAL
LAND SURVEYOR

FOR THE EXCLUSIVE USE OF
BLACKCOMB PIPELINE
I, J. TODD ODHAM, DO HEREBY CERTIFY THAT
THIS SURVEY WAS MADE ON THE GROUND, THAT THIS
RECORD OF SURVEY CORRECTLY REPRESENTS
THE FACTS FOUND AT THE TIME OF THE SURVEY.

4/9/2025

J. TODD ODHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6062, EXPIRES 12/31/2025
FIRM REGISTRATION NO. 10193874, EXPIRES 12/31/2025

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AN ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARING AND DISTANCES ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY ENSITE USA.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTIONS MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF PIPELINE RIGHT OF WAY.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF ENSITE USA, AND FURTHER DESCRIBES THE RECONSTRUCTION IF THIS SURVEY.

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 500' 1000'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

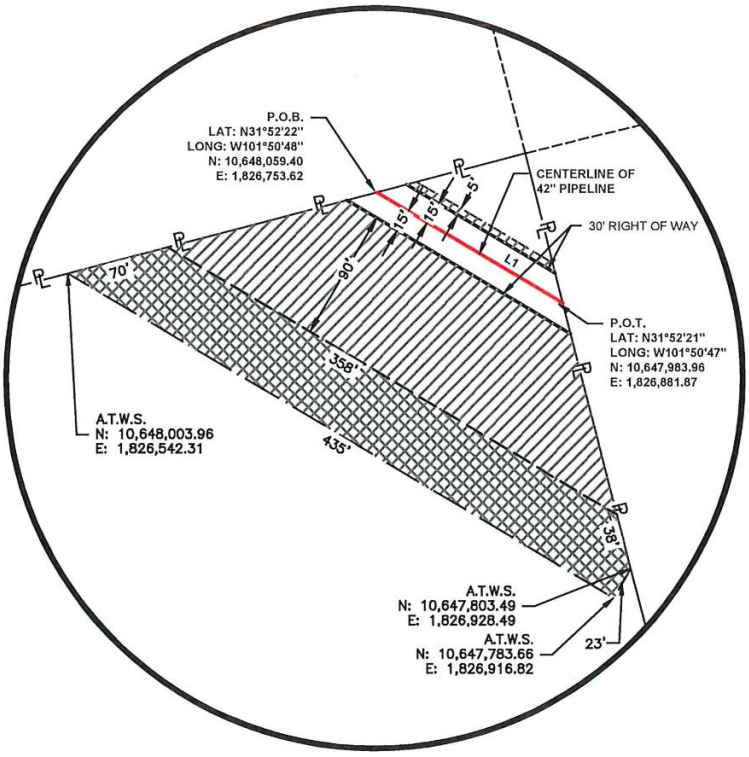
EnSite USA
[illegible] GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 458-7880
www.ensiteusa.com

PROJECT: BLACKCOMB PIPELINE			
DWN. BY: LH	DATE: 02/07/2025		
CHK. BY: SM	DATE: 02/07/2025		
PAGE: 1 OF 4	REV: 3		

BXM-TX-MID-0060.010
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WNM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0060.010.dwg

EXHIBIT "A"



DETAIL "A"
NOT TO SCALE

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSite USA
1100 LOUISIANA, SUITE 400
HOUSTON, TX 77063
TEL: (713) 458-7880
www.ensiteusa.com

PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	LH	DATE:	02/07/2025
CHK. BY:	SM	DATE:	02/07/2025
PAGE:	2 OF 4	REV:	3

BXM-TX-MID-0060.010
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0060.010.dwg

EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0060.010
REVISION 3
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

DESCRIPTION OF
A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY
UPON THE PROPERTY OF
THE CITY OF MIDLAND, TEXAS

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY SITUATED IN THE T. & P. RR. CO. SURVEY, ABSTRACT 136 MIDLAND COUNTY, TEXAS UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF THE CITY OF MIDLAND, TEXAS DESCRIBED AS ALL OF SECTION 21, BLOCK 37, TOWNSHIP-3-SOUTH IN VOLUME 1160, PG. 622, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS (O.P.R.M.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY BEING SITUATED FIFTEEN (15) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, WITH THE SIDELINES OF SAID PIPELINE RIGHT OF WAY BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE 4203, USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY

COMMENCE at a five eight inch (5/8") iron rod with cap unreadable found having coordinates of N:10,646,740.58, E:1,821,726.87, based on the above referenced coordinate system, and being the northwesterly corner of the above referenced tract of land;

THENCE North 75°17'57" East for a distance of 5,196.88 feet to a point on the northerly line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described pipeline right of way, same having coordinates of N:10,648,059.40, E:1,826,753.62.

THENCE South 59°32'03" East upon, over and across a portion of the above referenced tract of land for a distance of 148.79 feet to a point on the easterly line of the above referenced tract of land, said point being the **POINT OF TERMINATION** of the herein described pipeline right of way, said point having coordinates of N:10,647,983.96, E:1,826,881.87, from which an unmarked one inch (1") iron pipe found for the northeasterly corner of the above referenced tract of land, bears North 14°29'02" West for a distance of 105.52 feet, same having coordinates of N:10,648,086.12, E:1,826,855.48.

Herein described thirty (30) foot wide pipeline right of way having a total length across the property of 148.79 feet, or 9.02 rods and containing 0.10 acre of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

A five (5) foot wide strip of land and a ninety (90) foot wide strip of land, as shown on attached plat containing 0.57 acre of land, more or less.

ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

A.T.W.S. containing 0.46 acre of land, more or less.

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EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0060.010
REVISION 3
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

For reference and further information, see attached plat made in conjunction with this legal description, as prepared by EnSiteUSA, of same date.

4/9/2025

J. Todd Odham
Registered Professional Land Surveyor
Texas Registration No. 6062, Expires 12/31/2025
EnSite USA, Inc.
3100 S. Gessner, Suite 400
Houston, Texas 77063
Firm Registration No. 10193874, Expires 12/31/2025
Ph. (713) 456-7880

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RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	June 25, 2025
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Blackcomb Pipeline, LLC
Licensee's Representative:	Glenn Kellison
Licensee's Mailing Address:	100 Congress Avenue, Suite 2200 Austin, Texas 78701
Property:	As described in Article III below
License Number:	25-329-015

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for

a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of EIGHT HUNDRED NINETY-NINE THOUSAND THREE HUNDRED NINETY-FOUR and 80/100 Dollars ($899,394.80) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being ninety-five feet (95') in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a steel construction pipeline, not to exceed forty-two inches (42") in diameter, for the transportation of natural gas, natural gas liquids, and its and their constituents and byproducts, for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, an access road, not to exceed twenty (20) feet in width, and to have the right of ingress and egress at convenient points for such purpose and said construction width shall revert to thirty feet (30') after the line is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six inches (36") in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine feet (9") under all City of Midland water utility lines and (ii) two feet (2") under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct

streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the pipeline or permitted facilities or structures that must be moved. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee. However, Licensor agrees not to grant other easements crossing the surface site, as such surface site is exclusive to Licensee during the term of this License.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, if Licensor does not respond to Licensee within four (4) weeks, such request shall be deemed approved. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access

to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used, except for during construction operations.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor, without any claim for reimbursement for the cost of the alteration, change or relocation or for damages against Licensor.

The relocation, change or alteration shall be at the sole cost of Licensee. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the pipeline or permitted facilities or structures that must be relocated, changed or altered. Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

O. Surface Site. The surface site herein may be used for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing above and below the surface of the ground, pipelines, valves, risers, vents, cables, meters, pigging equipment, alternating current mitigation equipment, solar power facilities, cathodic protection equipment, and other appurtenances to the pipeline. Licensee may fence only the area of the surface site and install and maintain a gate or gates in the fence, and Licensee may lay a caliche base on the surface of the surface site.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall include Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR

INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES OR STRUCTURES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE

PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES OR STRUCTURES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager. Notwithstanding the foregoing, Licensee may assign this License, in whole, without the consent of Licensor, to any: (i) entity that, directly or indirectly, in whole or in part, owns or controls, is owned or controlled by, or is under the common ownership or control of, Licensee; or (ii) any person, bank, financing institution or other lender, or groups thereof, as security for amounts payable under any financing or other arrangements under which Licensee has borrowed funds. Licensee will remain responsible for any obligations it incurs under this License prior to any assignment and will ensure that its assignee agrees, in writing, to be bound by the terms of this License, including but not limited to, the insurance requirements set forth hereinabove.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS

LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY, TO THE EXTENT SUCH IMMUNITY EXISTS.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE RELATED TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S ORDINARY NEGLIGENCE.

H. Governmental Immunity. To the extent governmental immunity exists, by executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY SHOULD SUCH IMMUNITY APPLY.**

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third party beneficiary, (ii) there is no third party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity, to the extent such immunity exists.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Memorandum of Right of Way License. Licensor and Licensee have executed a Memorandum of Right of Way License in the form attached hereto as **Exhibit B**, dated of even date herewith, for recording in the records of the counties in which the Property is located, to give record notice of this Right of Way License. This Right of Way License shall not be recorded except with the prior written consent of Licensor.

Q. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

R. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

S. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a

recordable release of this License to Licensor in form and substance satisfactory to Licensor.

T. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

(Signature Pages to Follow.)

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

LICENSEE:
BLACKCOMB PIPELINE, LLC

By: Glenn Kellison
Printed Name: Glenn Kellison
Title: Sr. Vice President of Engineering

THE STATE OF Texas §
§
COUNTY OF Ector §

BEFORE ME, the undersigned authority, on this 10th day of June, 2025 personally appeared Glenn Kellison an officer of Blackcomb Pipeline, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of June, 2025.

Rocio Patricia Sanchez
Notary Public, State of Texas

Rocio Patricia Sanchez
My Commission Expires
2/17/2029
Notary ID 5806899

EXHIBIT A

Attached to that certain Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Blackcomb Pipeline, LLC, as "Licensee"

Property

(see attached)

EXHIBIT B
Attached to that certain Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Blackcomb Pipeline, LLC, as "Licensee"

FORM OF MEMORANDUM OF RIGHT OF WAY LICENSE

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This Memorandum of Right of Way License (this "Memorandum") is made and entered into by and between the CITY OF MIDLAND, TEXAS, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right of Way Manager (herein "Licensor") and BLACKCOMB PIPELINE, LLC, whose address is 100 Congress Avenue, Suite 2200, Austin, Texas 78701 (herein "Licensee").

WITNESSETH:

Licensor and Licensee have entered into that certain Right of Way License dated effective as of _____ __, 2025 (the "Right of Way License") under which Licensor grants unto Licensee the right to enter upon the Property, being ninety-five feet (95') in width of the pipeline location as shown on Exhibit A attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline location, a steel construction pipeline, not to exceed forty-two inches (42") in diameter, for the transportation of natural gas, natural gas liquids, and its and their constituents and byproducts and to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to thirty feet (30') after the pipeline is laid (the "Property"), for such purposes, subject to the terms of the Right of Way License and as more particularly described in the Right of Way License.

Licensor and Licensee are executing this Memorandum for the purpose of placing the same of record in the above-referenced County, and in order to constitute constructive notice to all third parties dealing with Licensor and/or Licensee of the existence of the Right of Way License and of the rights and obligations contained therein. Licensor and Licensee give notice that the Right of Way License may be amended or supplemented from time to time in the future and any inquiry as to the contents thereof should also include an inquiry as to the contents of any and all such amendments and supplements. In the event of any conflict between the terms of this Memorandum and the Right of Way License, the terms of the Right of Way License shall control.

The Right of Way License constitutes the entire agreement between Licensor and Licensee concerning the subject matter thereof, superseding all negotiations, prior discussions and prior agreements and understandings related to the subject matter thereof.

This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one

document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____ __, 2025.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 2025, by Tommy Gonzalez, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

LICENSEE:
BLACKCOMB PIPELINE, LLC

By:_____
Printed Name: Glenn Kellison
Title: Sr. Vice President of Engineering

THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2025 personally appeared Glenn Kellison an officer of Blackcomb Pipeline, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2025.

_____
Notary Public, State of _____

EXHIBIT A

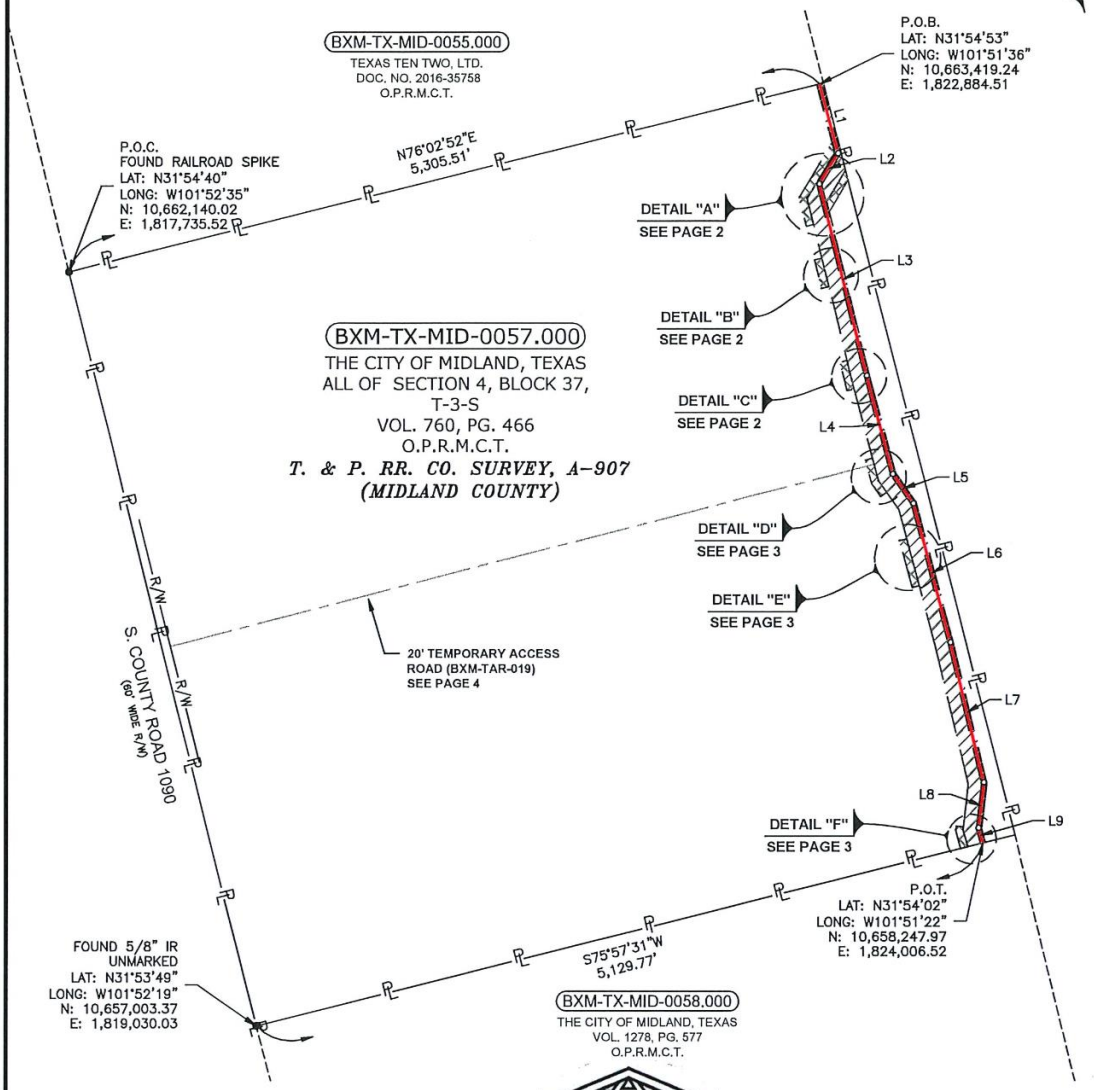
Attached to that certain Memorandum of Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Blackcomb Pipeline, LLC, as "Licensee"

Property

(see attached)

EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
5,396.15 FEET = 327.04 RODS
PIPELINE RIGHT OF WAY = 3.72 ACRES
TEMPORARY WORKSPACE = 10.82 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 2.28 ACRES



STATE OF TEXAS
REGISTERED
J. TODD ODHAM
6062
PROFESSIONAL
LAND SURVEYOR

FOR THE EXCLUSIVE USE OF
BLACKCOMB PIPELINE

I, J. TODD ODHAM, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS RECORD OF SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

4/10/2025

J. TODD ODHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6062, EXPIRES 12/31/2025
FIRM REGISTRATION NO. 10193874, EXPIRES 12/31/2025

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AN ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARING AND DISTANCES ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY ENSITE USA.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTIONS MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF PIPELINE RIGHT OF WAY.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF ENSITE USA, AND FURTHER DESCRIBES THE RECONSTRUCTION IF THIS SURVEY.

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 500' 1000'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSite USA
2000 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	MA	DATE:	01/31/2025
CHK. BY:	SM	DATE:	01/31/2025
PAGE:	1 OF 8	REV:	4

BXM-TX-MID-0057.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0057.000.dwg

EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
5,396.15 FEET = 327.04 RODS
PIPELINE RIGHT OF WAY = 3.72 ACRES
TEMPORARY WORKSPACE = 10.82 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 2.28 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S14°44'35"E	486.46'
L2	S30°58'38"W	242.62'
L3	S14°01'18"E	1,347.54'
L4	S14°57'55"E	693.92'
L5	S34°57'55"E	243.02'
L6	S14°58'13"E	980.38'
L7	S13°34'40"E	983.13'
L8	S06°25'20"W	311.95'
L9	S15°41'21"E	107.14'

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	PL
POINT OF TERMINATION	P.O.T.	SURVEY LINE	SL
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

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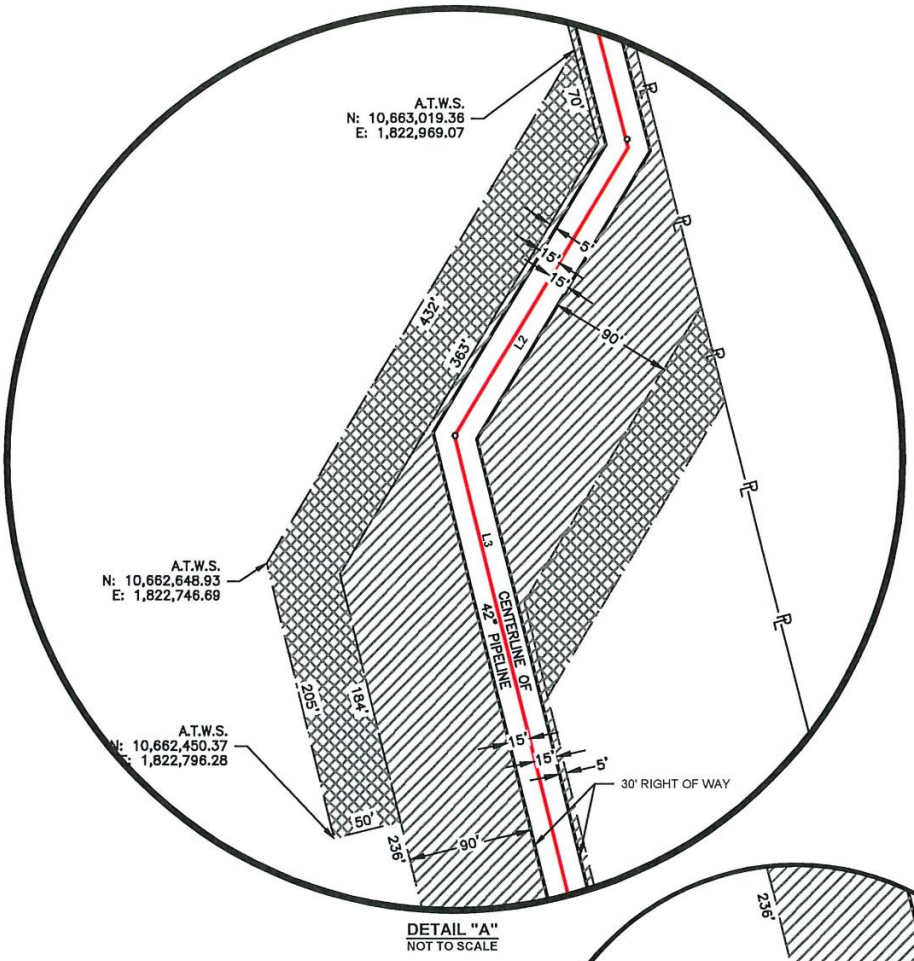
PROJECT: BLACKCOMB PIPELINE
DWN. BY: MA DATE: 01/31/2025
CHK. BY: SM DATE: 01/31/2025
PAGE: 2 OF 8 REV: 4

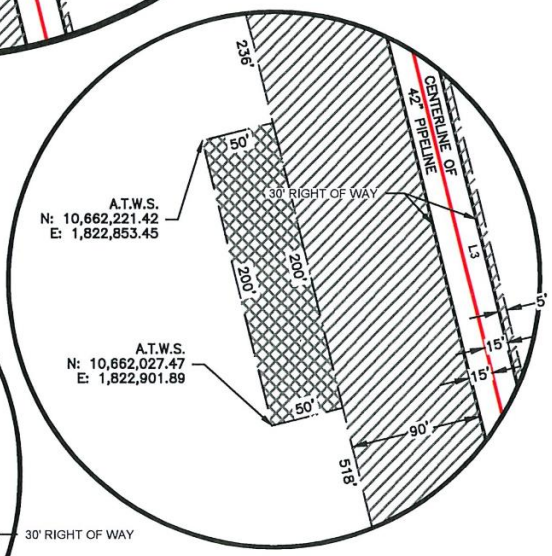
BXM-TX-MID-0057.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0057.000.dwg

EXHIBIT "A"



DETAIL "A"
NOT TO SCALE



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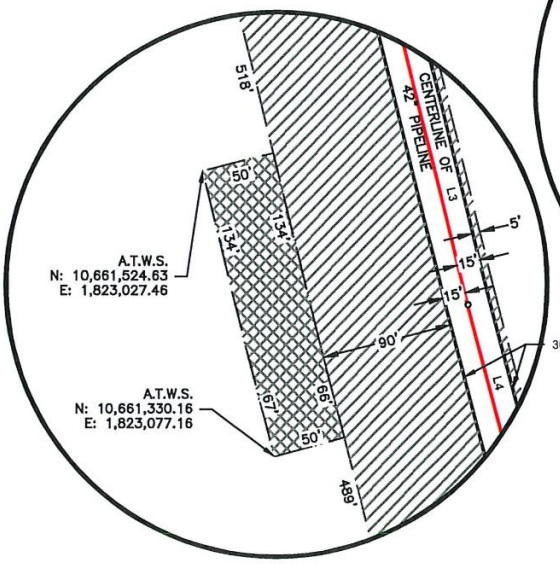

DETAIL "C"
NOT TO SCALE

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◎	COORDINATE EASTING	E:

EnSite USA
2000 S. GESSNER, SUITE 400
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PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	MA	DATE:	01/31/2025
CHK. BY:	SM	DATE:	01/31/2025
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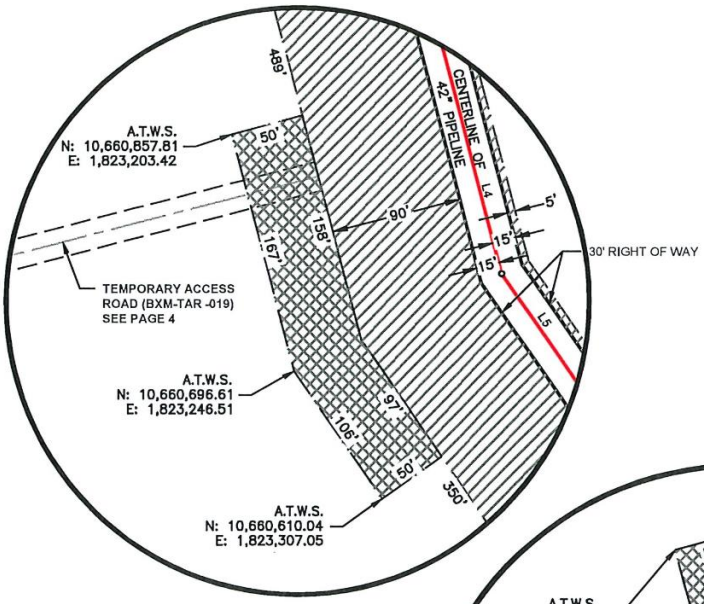
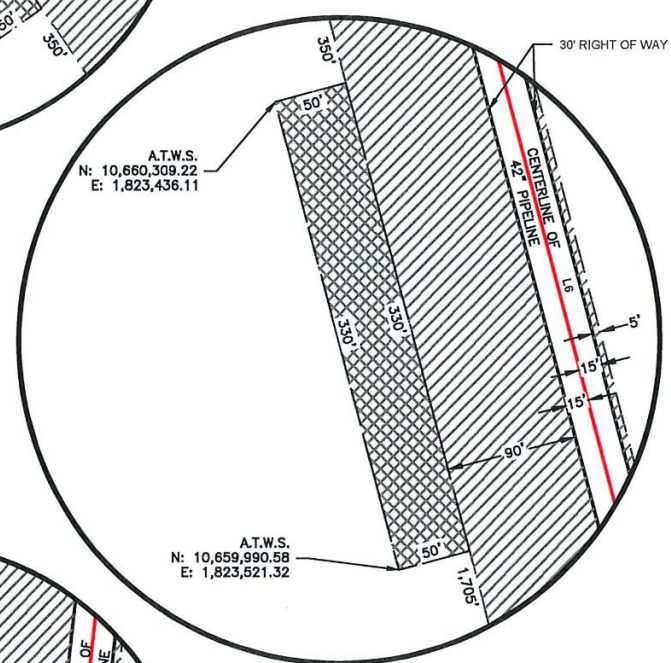
BXM-TX-MID-0057.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0057.000.dwg

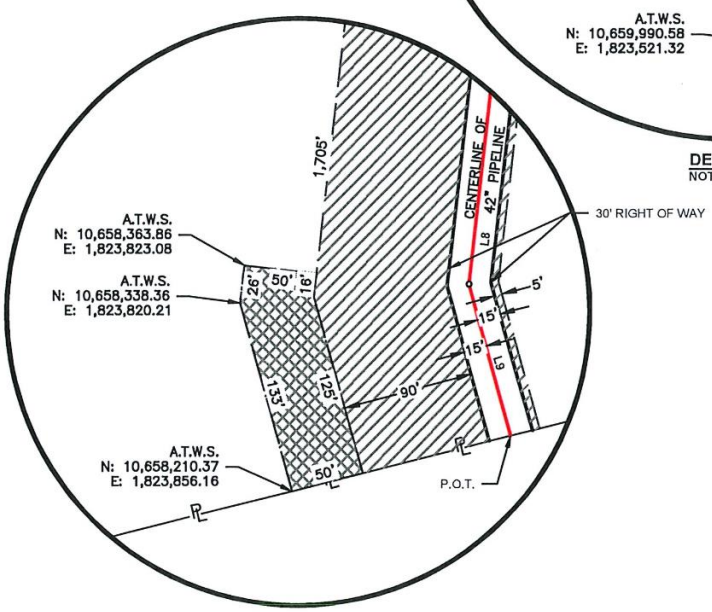
EXHIBIT "A"



DETAIL "D"
NOT TO SCALE



DETAIL "E"
NOT TO SCALE



DETAIL "F"
NOT TO SCALE

LEGEND

D.R.M.C.T.	DEED RECORDS OF MIDLAND COUNTY, TEXAS	POINT OF COMMENCEMENT	P.O.C.
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS	POINT OF BEGINNING	P.O.B.
VOL, PG	VOLUME, PAGE	POINT OF TERMINATION	P.O.T.
DOC. NO.	DOCUMENT NUMBER	POINT OF REFERENCE	P.O.R.
	EDGE OF PIPELINE RIGHT OF WAY	POINT OF EXIT	P.O.E.
	TEMPORARY WORKSPACE (T.W.S.)	POINT OF RE-ENTRY	P.O.R.E.
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)	RIGHT OF WAY	R.O.W.
		FOUND MONUMENT	●
		POINT OF INTERSECTION	○
		SET 5/8 INCH IRON ROD	◉

CENTERLINE	
PROPERTY LINE	PL
SURVEY LINE	SL
ADJOINER PROPERTY	
EXISTING PIPELINE	
FLY TIE	
IRON ROD	IR
IRON PIPE	IP
COORDINATE NORTHING	N:
COORDINATE EASTING	E:

EnSite USA
5100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
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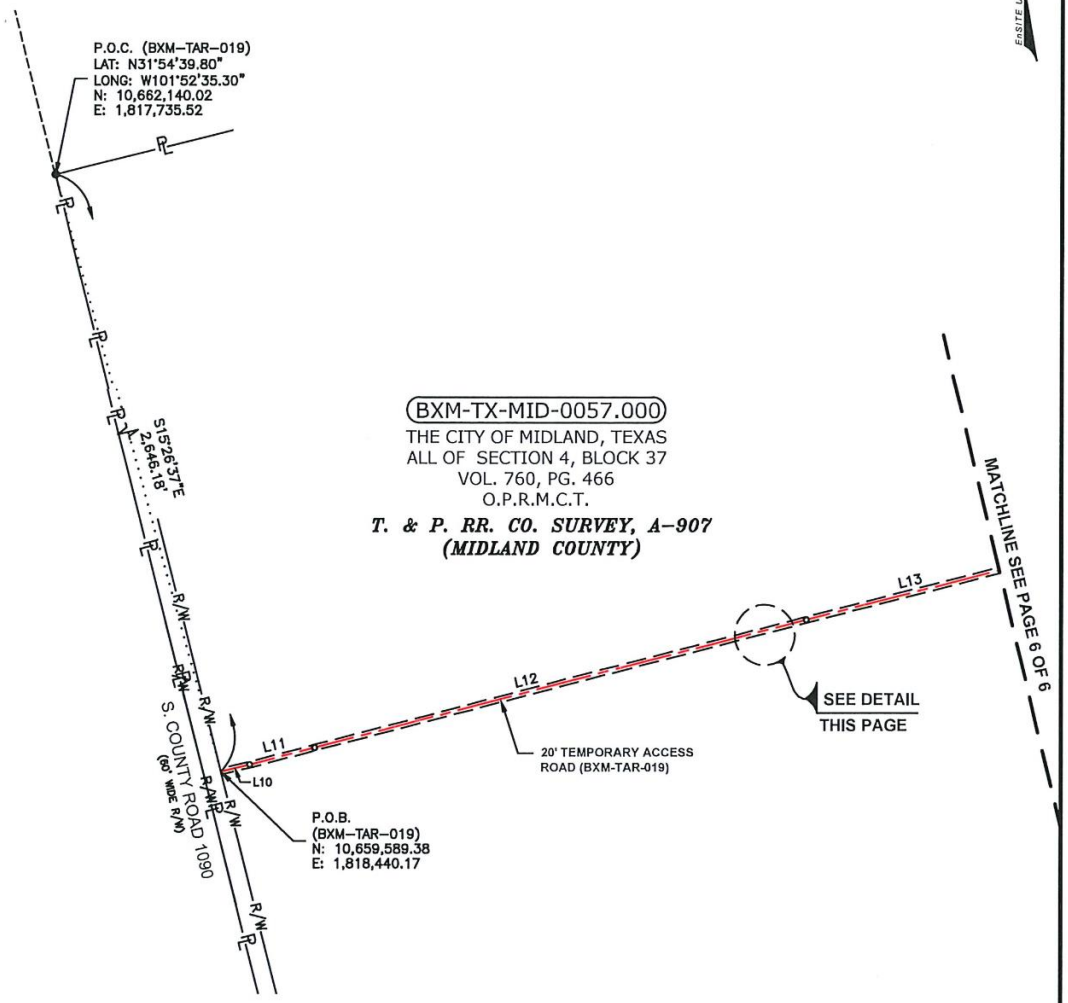
PROJECT: BLACKCOMB PIPELINE			
DWN. BY: MA	DATE: 01/31/2025		
CHK. BY: SM	DATE: 01/31/2025		
PAGE: 4 OF 8	REV: 4		

BXM-TX-MID-0057.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

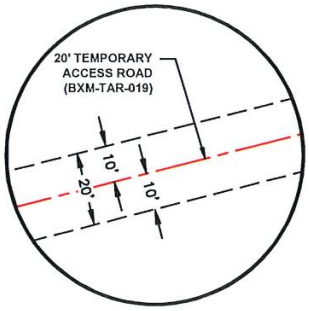
H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0057.000.dwg

EXHIBIT "A"

TEMPORARY ACCESS ROAD (BXM-TAR-019)
CENTERLINE LENGTH
4,979.47 FEET = 301.79 RODS
TEMPORARY ACCESS ROAD = 2.29 ACRES



LINE TABLE		
NUMBER	BEARING	LENGTH
L10	N76°23'39"E	100.23'
L11	N75°20'11"E	230.91'
L12	N75°28'11"E	1,746.24'
L13	N75°41'49"E	1,336.22'
L14	N75°35'51"E	362.88'
L15	N75°27'15"E	309.91'
L16	N75°54'34"E	251.64'
L17	N75°23'41"E	295.96'
L18	N75°35'38"E	218.46'
L19	N75°44'42"E	127.02'



DETAIL
NOT TO SCALE

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 251' 501'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSite USA
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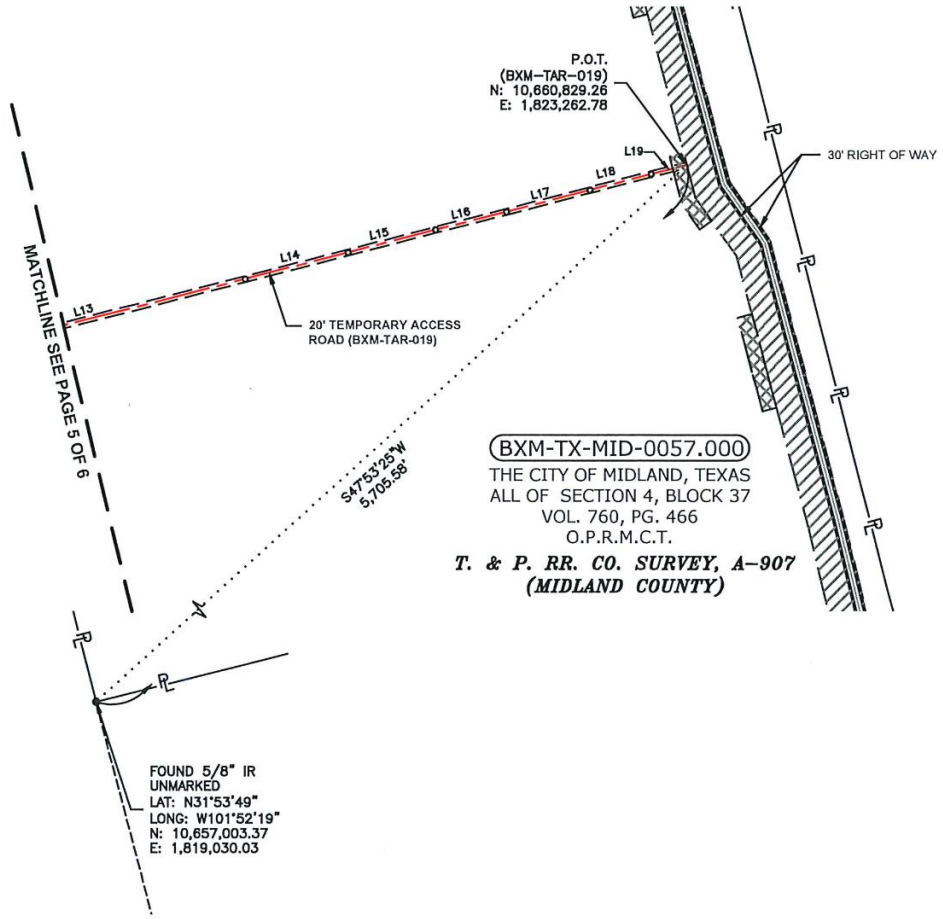
PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	MA	DATE:	01/31/2025
CHK. BY:	SM	DATE:	01/31/2025
PAGE:	5 OF 8	REV:	4

BXM-TX-MID-0057.000
TEMPORARY ACCESS ROAD (BXM-TAR-019)
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0057.000.dwg

EXHIBIT "A"

TEMPORARY ACCESS ROAD (BXM-TAR-019)
CENTERLINE LENGTH
4,979.47 FEET = 301.79 RODS
TEMPORARY ACCESS ROAD = 2.29 ACRES



D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 250' 500'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
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RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

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PROJECT:	BLACKCOMB PIPELINE		
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CHK. BY:	SM	DATE:	01/31/2025
PAGE:	6 OF 8	REV:	4

BXM-TX-MID-0057.000
TEMPORARY ACCESS ROAD (BXM-TAR-019)
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

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EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0057.000
REVISION 4
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

DESCRIPTION OF
A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY
UPON THE PROPERTY OF
THE CITY OF MIDLAND, TEXAS

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY SITUATED IN THE T. & P. RR. CO. SURVEY, ABSTRACT 907 MIDLAND COUNTY, TEXAS UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF THE CITY OF MIDLAND, TEXAS DESCRIBED AS ALL OF SECTION 4, BLOCK 37, TOWNSHIP-3-SOUTH IN VOLUME 760, PG. 466, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS (O.P.R.M.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY BEING SITUATED FIFETEEN (15) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, WITH THE SIDELINES OF SAID PIPELINE RIGHT OF WAY BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE 4203, USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY

COMMENCE at an unmarked railroad spike found having coordinates of N:10,662,140.02, E:1,817,735.52, based on the above referenced coordinate system, and being the northwesterly corner of the above referenced tract of land;

THENCE North 76°02'52" East for a distance of 5,305.51 feet to a point on the northerly line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described pipeline right of way, same having coordinates of N:10,663,419.24, E:1,822,884.51.

THENCE along the centerline of the herein described pipeline right of way upon, over and across a portion of the above referenced tract of land in the following nine (9) courses and distances:

1. South 14°44'35" East for a distance of 486.46 feet to a point,
2. South 30°58'38" West for a distance of 242.62 feet to a point,
3. South 14°01'18" East for a distance of 1,347.54 feet to a point,
4. South 14°57'55" East for a distance of 693.92 feet to a point,
5. South 34°57'55" East for a distance of 243.02 feet to a point,
6. South 14°58'13" East for a distance of 980.38 feet to a point,
7. South 13°34'40" East for a distance of 983.13 feet to a point,
8. South 06°25'20" West for a distance of 311.95 feet to a point,
9. South 15°41'21" East for a distance of 107.14 feet to a point on the southerly line of the above referenced tract of land, said point being the **POINT OF TERMINATION** of the herein described pipeline right of way, said point having coordinates of N:10,658,247.97, E:1,824,006.52, from which an unmarked five-eights inch (5/8") iron rod found for the southwesterly corner of the above referenced tract of land, bears South 75°57'31" West for a distance of 5,129.77 feet, same having coordinates of N:10,657,003.37, E:1,816,030.03.

Herein described thirty (30) foot wide pipeline right of way having a total length across the property of 5,396.15 feet, or 327.04 rods and containing 3.72 acres of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

A five (5) foot wide strip of land and a ninety (90) foot wide strip of land, as shown on attached plat containing 10.82 acres of land, more or less.

ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

A.T.W.S. containing 2.28 acres of land, more or less.

ALL RIGHTS RESERVED ©ENSITEUSA 2025

EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0057.000
REVISION 4
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

TEMPORARY ACCESS ROAD (BXM-T.A.R. 019)

COMMENCE at an unmarked railroad spike found having coordinates of N:10,662,140.02, E:1,817,735.52, based on the above referenced coordinate system, and being the northwesterly corner of the above referenced tract of land;

THENCE South 15°26'37" East for a distance of 2,646.18 feet to a point on the easterly line of South County Road 1090 (60' right of way), said point being the **POINT OF BEGINNING** of the herein described temporary access road, same having coordinates of N:10,659,589.38, E:1,818,440.17.

THENCE along the centerline of the herein described twenty (20) foot wide temporary access road upon, over and across a portion of the above referenced tract of land in the following ten (10) courses and distances:

1. North 76°23'39" East for a distance of 100.23 feet to a point,
2. North 75°20'11" East for a distance of 230.91 feet to a point,
3. North 75°28'11" East for a distance of 1,746.24 feet to a point,
4. North 75°41'49" East for a distance of 1,336.22 feet to a point,
5. North 75°35'51" East for a distance of 362.88 feet to a point,
6. North 75°27'15" East for a distance of 309.91 feet to a point,
7. North 75°54'34" East for a distance of 251.64 feet to a point,
8. North 75°26'41" East for a distance of 295.96 feet to a point,
9. North 75°35'38" East for a distance of 218.46 feet to a point,
10. North 75°44'42" East for a distance of 127.02 feet to a point on the westerly line of the herein described Temporary Workspace, said point being the **POINT OF TERMINATION** of the herein described temporary access road, said point having coordinates of N:10,660,829.26, E:1,823,262.78, from which an unmarked five-eights inch (5/8") iron rod found for the southwesterly corner of the above referenced tract of land, bears South 47°53'25" West for a distance of 5,705.58 feet, same having coordinates of N:10,657,003.37, E:1,816,030.03.

Herein described twenty (20) foot wide access road having a total length across the property of 4,979.47 feet, or 301.79 rods and containing 2.29 acres of land, more or less.

For reference and further information, see attached plat made in conjunction with this legal description, as prepared by EnSiteUSA, of same date.

4/10/2025

J. Todd Odham
Registered Professional Land Surveyor
Texas Registration No. 6062, Expires 12/31/2025
EnSite USA, Inc.
3100 S. Gessner, Suite 400
Houston, Texas 77063
Firm Registration No. 10193874, Expires 12/31/2025
Ph. (713) 456-7880

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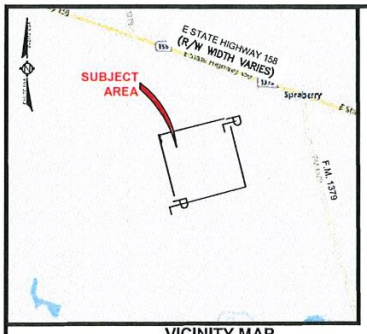
EXHIBIT "A"

TEMPORARY WORKSPACE = 1.06 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 0.30 ACRE



VICINITY MAP
SCALE: 1" = 10,000'

BXM-TX-MID-0055.000
TEXAS TEN TWO, LTD.
DOC. NO. 2016-35758
O.P.R.M.C.T.

P.O.C.
FOUND RAILROAD SPIKE
LAT: N31°54'40"
LONG: W101°52'35"
N: 10,662,140.02
E: 1,817,735.52

N76°02'52"E
5,331.35'

BXM-TX-MID-0055.010
TEXAS TEN TWO, LTD.
DOC. NO. 2016-35758
O.P.R.M.C.T.

P.O.B.
LAT: N31°54'53"
LONG: W101°51'35"
N: 10,663,425.47
E: 1,822,909.59

N76°02'52"E
79.12'

S14°44'35"E
529.26'

BXM-TX-MID-0057.010
THE CITY OF MIDLAND, TEXAS
ALL OF SECTION 3, BLOCK 37, T-3-S
VOL. 760, PG. 466
O.P.R.M.C.T.
T. & P. RR. CO. SURVEY, A-129
(MIDLAND COUNTY)

N14°25'46"W
610.77'

N: 10,663,043.33
E: 1,823,143.63

50'
101.22'

BXM-TX-MID-0057.000
THE CITY OF MIDLAND, TEXAS
VOL. 760, PG. 466
O.P.R.M.C.T.

S30°58'38"W
115.17'

A.T.W.S.
N: 10,662,925.06
E: 1,823,174.75

115'
186.70'

A.T.W.S.
N: 10,662,766.00
E: 1,823,079.27

STATE OF TEXAS
REGISTERED
J. TODD ODHAM
6062
PROFESSIONAL
LAND SURVEYOR

FOR THE EXCLUSIVE USE OF
BLACKCOMB PIPELINE
I, J. TODD ODHAM, DO HEREBY CERTIFY THAT
THIS SURVEY WAS MADE ON THE GROUND, THAT THIS
RECORD OF SURVEY CORRECTLY REPRESENTS
THE FACTS FOUND AT THE TIME OF THE SURVEY.

4/8/2025

J. TODD ODHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6062, EXPIRES 12/31/2025
FIRM REGISTRATION NO. 10193874, EXPIRES 12/31/2025

NOTES:

1. ALL COORDINATES, BEARING AND DISTANCES ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY ENSITE USA
2. FOR REFERENCE AND FURTHER INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH THIS PLAT, PREPARED BY ENSITE USA, OF SAME DATE.

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER

EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 100' 200'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSite USA
3100 WILCREST, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	LH	DATE:	02/18/2025
CHK. BY:	SM	DATE:	02/18/2025
PAGE:	1 OF 2	REV:	2

BXM-TX-MID-0057.010
TEMPORARY WORKSPACE EASEMENT
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0057.010.dwg

EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0057.010
REVISION 2
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

DESCRIPTION OF
A 1.06 ACRE TEMPORARY WORKSPACE
UPON THE PROPERTY OF
THE CITY OF MIDLAND, TEXAS

DESCRIPTION OF A 1.06 ACRE TEMPORARY WORKSPACE SITUATED IN THE T. & P. RR. CO. SURVEY, ABSTRACT 129 MIDLAND COUNTY, TEXAS UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF THE CITY OF MIDLAND, TEXAS DESCRIBED AS ALL OF SECTION 3, BLOCK 37, TOWNSHIP-3-SOUTH IN VOLUME 760, PG. 466, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS (O.P.R.M.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID 1.06 ACRE TEMPORARY WORKSPACE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE 4203, USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

TEMPORARY WORKSPACE

COMMENCE at an unmarked railroad spike found having coordinates of N:10,662,140.02, E:1,817,735.52, based on the above referenced coordinate system, and being the northwesterly corner of the property in the name of The City of Midland, Texas as recorded in Volume 760, Page 466 of the O.P.R.M.C.T.;

THENCE North 76°02'52" East for a distance of 5,331.35 feet to a point on the northerly line of the above referenced tract of land, same being the northwesterly corner of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described temporary workspace, same having coordinates of N:10,663,425.47, E:1,822,909.59.

THENCE over and across a portion of the above referenced tract of land in the following four (4) courses and distances:

1. North 76°02'52" East along the northerly line of the above referenced tract of land for a distance of 79.12 feet to the northeasterly corner of the herein described temporary workspace
2. South 14°44'35" East for a distance of 529.26 feet to the southeasterly corner of the herein described temporary workspace,
3. South 30°58'38" West for a distance of 115.17 feet to a point on the westerly line of the above referenced tract of land, same being the southwesterly corner of the herein described temporary workspace,
4. North 14°25'46" West for a distance of 610.77 feet to the **POINT OF BEGINNING** of the herein described temporary workspace and containing 1.06 acres of land, more or less.

ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

A.T.W.S. containing 0.30 acre of land, more or less.

For reference and further information, see attached plat made in conjunction with this legal description, as prepared by EnSiteUSA, of same date.

4/8/2025

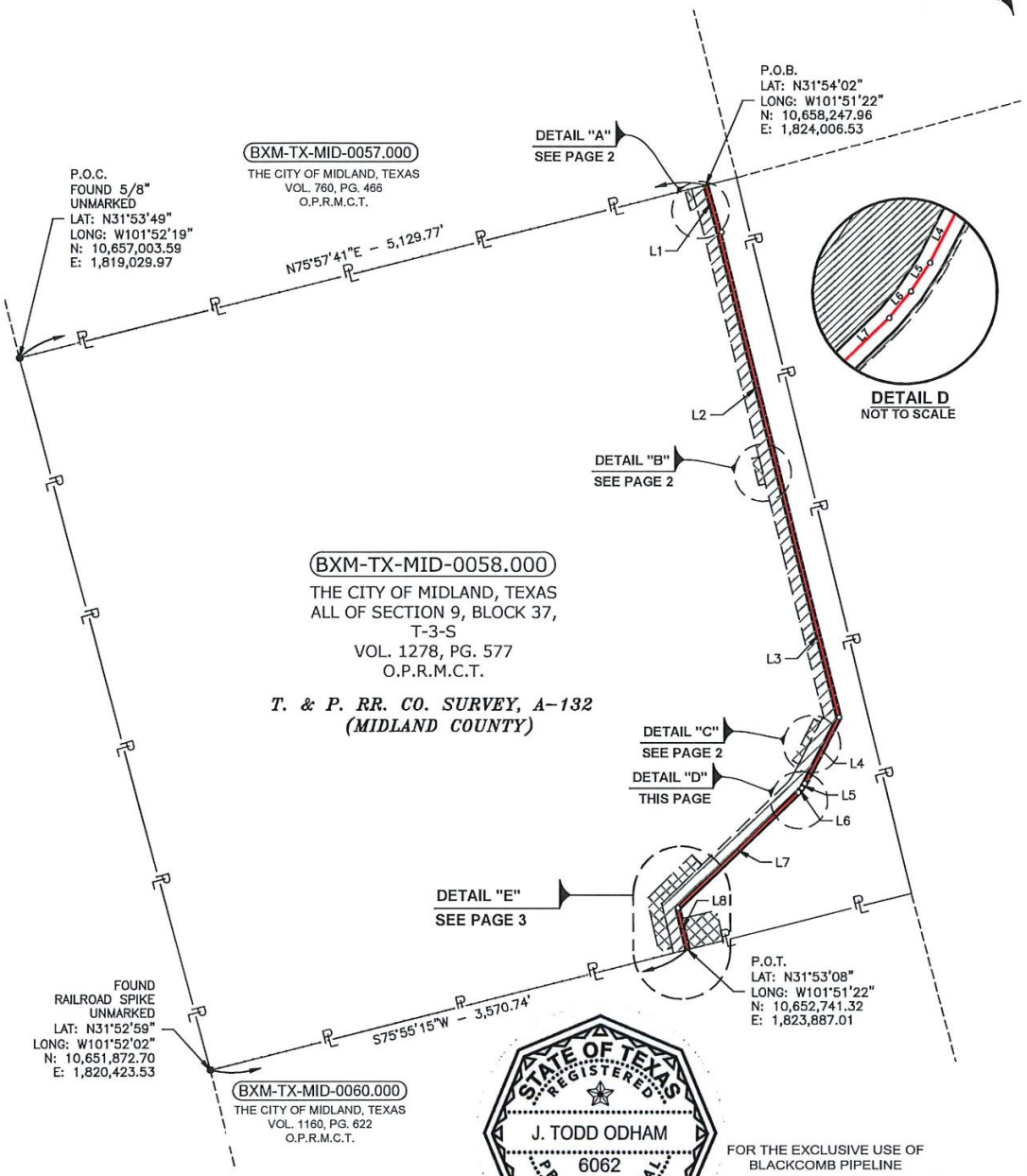
J. Todd Odham
Registered Professional Land Surveyor
Texas Registration No. 6062, Expires 12/31/2025
EnSite USA, Inc.
3100 S. Gessner, Suite 400
Houston, Texas 77063
Firm Registration No. 10193874, Expires 12/31/2025
Ph. (713) 456-7880

STATE OF TEXAS REGISTERED J. TODD ODHAM 6062 PROFESSIONAL LAND SURVEYOR

ALL RIGHTS RESERVED ©ENSITEUSA 2025

EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
6,078.12 FEET = 368.37 RODS
PIPELINE RIGHT OF WAY = 4.19 ACRES
TEMPORARY WORKSPACE = 13.27 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 3.87 ACRE



STATE OF TEXAS
REGISTERED
J. TODD ODHAM
6062
PROFESSIONAL
LAND SURVEYOR

FOR THE EXCLUSIVE USE OF
BLACKCOMB PIPELINE

I, J. TODD ODHAM, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS RECORD OF SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

4/9/2025

J. TODD ODHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6062, EXPIRES 12/31/2025
FIRM REGISTRATION NO. 10193874, EXPIRES 12/31/2025

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AN ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARING AND DISTANCES ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY ENSITE USA.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTIONS MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF PIPELINE RIGHT OF WAY.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF ENSITE USA, AND FURTHER DESCRIBES THE RECONSTRUCTION IF THIS SURVEY.

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS OF REAGAN COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER

LEGEND

EDGE PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

0' 500' 1000'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT		IRON PIPE	IP
POINT OF INTERSECTION		COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD		COORDINATE EASTING	E:

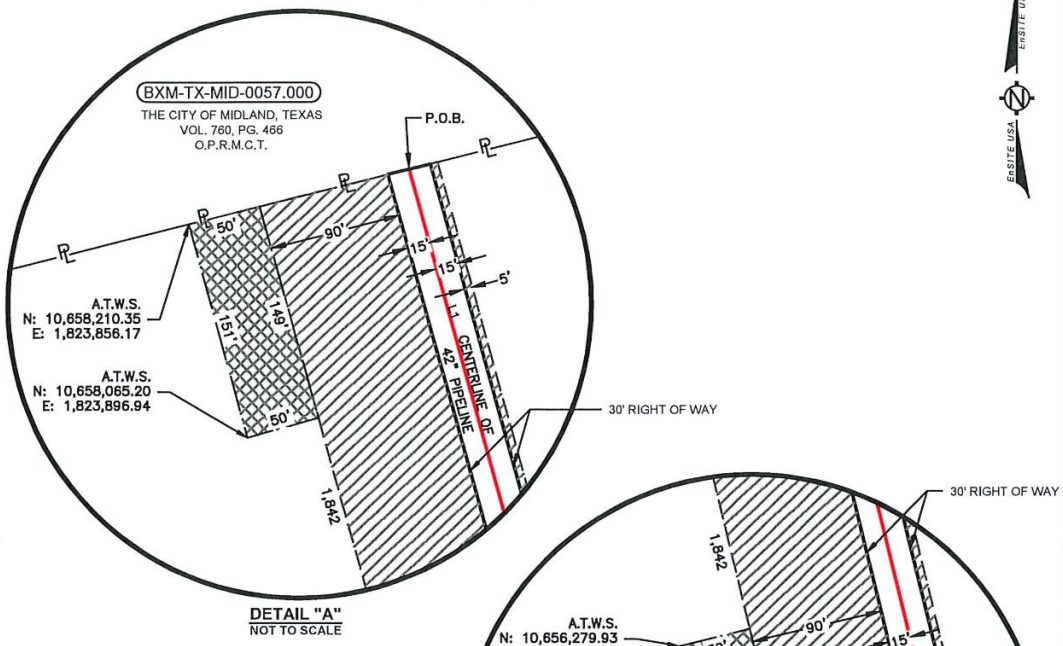
EnSite USA
3400 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

PROJECT: BLACKCOMB PIPELINE			
DWN. BY: JM	DATE: 02/06/2025		
CHK. BY: SM	DATE: 02/06/2025		
PAGE: 1 OF 6	REV: 3		

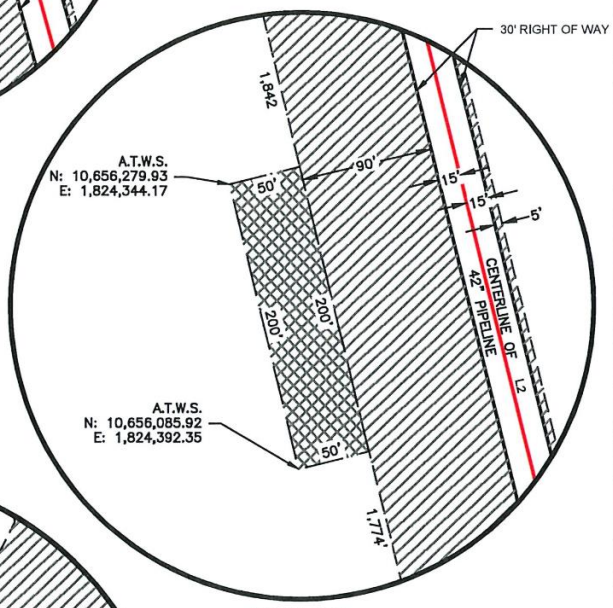
BXM-TX-MID-0058.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\B160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0058.000.dwg

EXHIBIT "A"

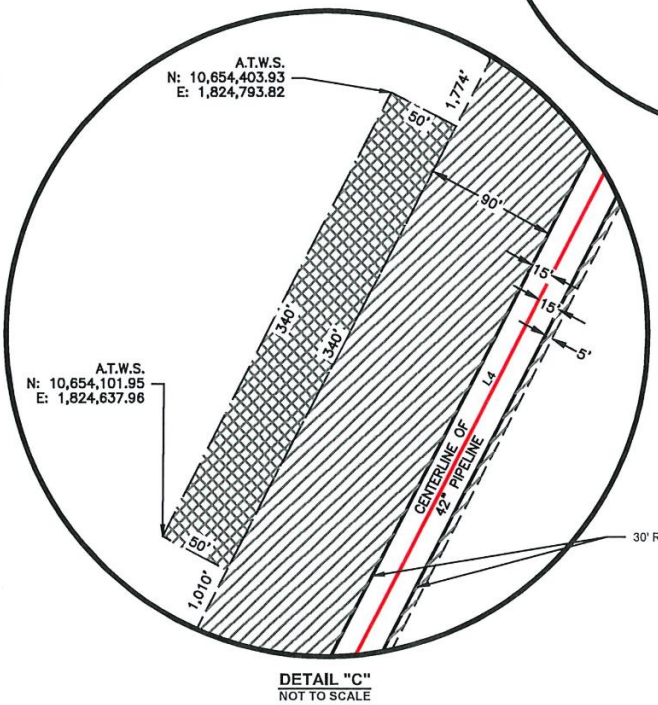


DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

BXM-TX-MID-0058.000
THE CITY OF MIDLAND, TEXAS
ALL OF SECTION 9, BLOCK 37
VOL. 1278, PG. 577
O.P.R.M.C.T.
T. & P. RR. CO. SURVEY, A-132
(MIDLAND COUNTY)



DETAIL "C"
NOT TO SCALE

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS OF REAGAN COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	PL
POINT OF TERMINATION	P.O.T.	SURVEY LINE	SL
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

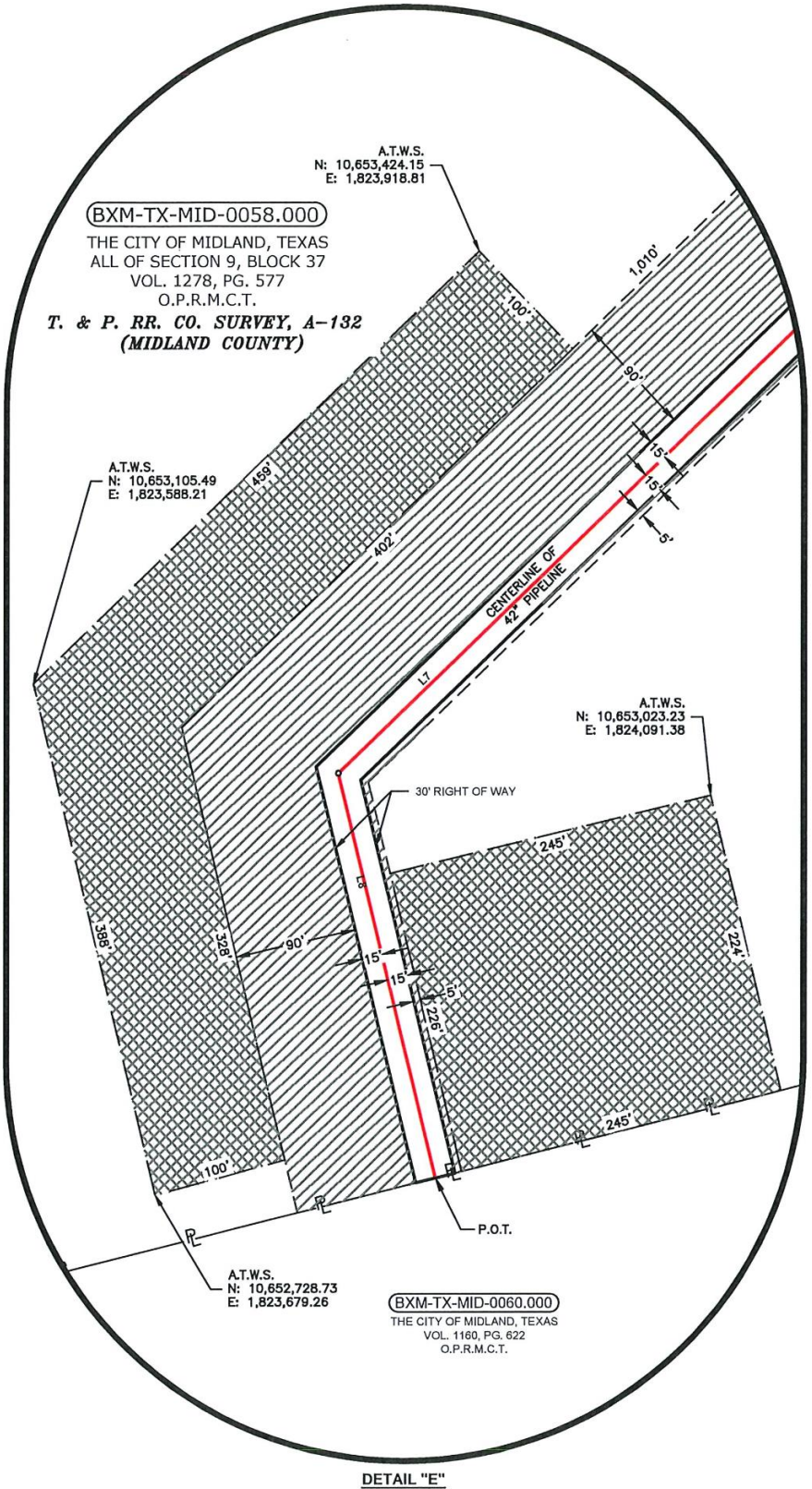
EnSite USA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

PROJECT: BLACKCOMB PIPELINE			
DWN. BY: JM	DATE: 02/06/2025		
CHK. BY: SM	DATE: 02/06/2025		
PAGE: 2 OF 6	REV: 3		

BXM-TX-MID-0058.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\B160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0058.000.dwg

EXHIBIT "A"



DETAIL "E"
NOT TO SCALE

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS OF REAGAN COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	PL
POINT OF TERMINATION	P.O.T.	SURVEY LINE	SL
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSiteUSA
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HOUSTON, TX 77063
TEL: (713) 458-7880
www.ensiteusa.com

PROJECT: BLACKCOMB PIPELINE			
DWN. BY: JM	DATE: 02/06/2025		
CHK. BY: SM	DATE: 02/06/2025		
PAGE: 3 OF 6	REV: 3		

BXM-TX-MID-0058.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0058.000.dwg

EXHIBIT "A"

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S15°41'21"E	272.94'
L2	S13°56'46"E	2,461.90'
L3	S14°11'08"E	1,220.30'
L4	S27°17'57"W	535.87'
L5	S33°33'03"W	39.98'
L6	S39°48'08"W	39.98'
L7	S46°03'14"W	1,200.42'
L8	S13°35'06"E	306.73'

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS OF REAGAN COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSite USA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77083
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www.ensiteusa.com

PROJECT: BLACKCOMB PIPELINE
DWN. BY: JM DATE: 02/06/2025
CHK. BY: SM DATE: 02/06/2025
PAGE: 4 OF 6 REV: 3

BXM-TX-MID-0058.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0058.000.dwg

EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0058.000
REVISION 3
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

DESCRIPTION OF
A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY
UPON THE PROPERTY OF
THE CITY OF MIDLAND, TEXAS

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY SITUATED IN THE T. & P. RR. CO. SURVEY, ABSTRACT 132 MIDLAND COUNTY, TEXAS UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF THE CITY OF MIDLAND, TEXAS DESCRIBED AS ALL OF SECTION 9, BLOCK 37, TOWNSHIP-3-SOUTH IN VOLUME 1278, PG. 577, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS (O.P.R.M.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY BEING SITUATED FIFTEEN (15) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, WITH THE SIDELINES OF SAID PIPELINE RIGHT OF WAY BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE 4203, USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY

COMMENCE at an unmarked five eights inch (5/8") iron rod found having coordinates of N:10,657,003.59, E:1,819,029.97, based on the above referenced coordinate system, and being the northwesterly corner of the above referenced tract of land;

THENCE North 75°57'41" East for a distance of 5,129.77 feet to a point on the northerly line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described pipeline right of way, same having coordinates of N:10,658,247.96, E:1,824,006.53.

THENCE along the centerline of the herein described pipeline right of way upon, over and across a portion of the above referenced tract of land in the following eight (8) courses and distances:

1. South 15°41'21" East for a distance of 272.94 feet to a point,
2. South 13°56'46" East for a distance of 2,461.90 feet to a point,
3. South 14°11'08" East for a distance of 1,220.30 feet to a point,
4. South 27°17'57" West for a distance of 535.87 feet to a point,
5. South 33°33'03" West for a distance of 39.98 feet to a point,
6. South 39°48'08" West for a distance of 39.98 feet to a point,
7. South 46°03'14" West for a distance of 1,200.42 feet to a point,
8. South 13°35'06" East for a distance of 306.73 feet to a point on the southerly line of the above referenced tract of land, said point being the **POINT OF TERMINATION** of the herein described pipeline right of way, said point having coordinates of N:10,652,741.32, E:1,823,887.01, from which an unmarked railroad spike found for the southwesterly corner of the above referenced tract of land, bears South 75°55'15" West for a distance of 3,570.74 feet, same having coordinates of N:10,651,872.70, E:1,820,423.53.

Herein described thirty (30) foot wide pipeline right of way having a total length across the property of 6,078.12 feet, or 368.37 rods and containing 4.19 acres of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

A five (5) foot wide strip of land and a ninety (90) foot wide strip of land, as shown on attached plat containing 13.27 acres of land, more or less.

ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

A.T.W.S. containing 3.87 acres of land, more or less.

ALL RIGHTS RESERVED © ENSITEUSA 2025

EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0058.000
REVISION 3
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

For reference and further information, see attached plat made in conjunction with this legal description, as prepared by EnSiteUSA, of same date.

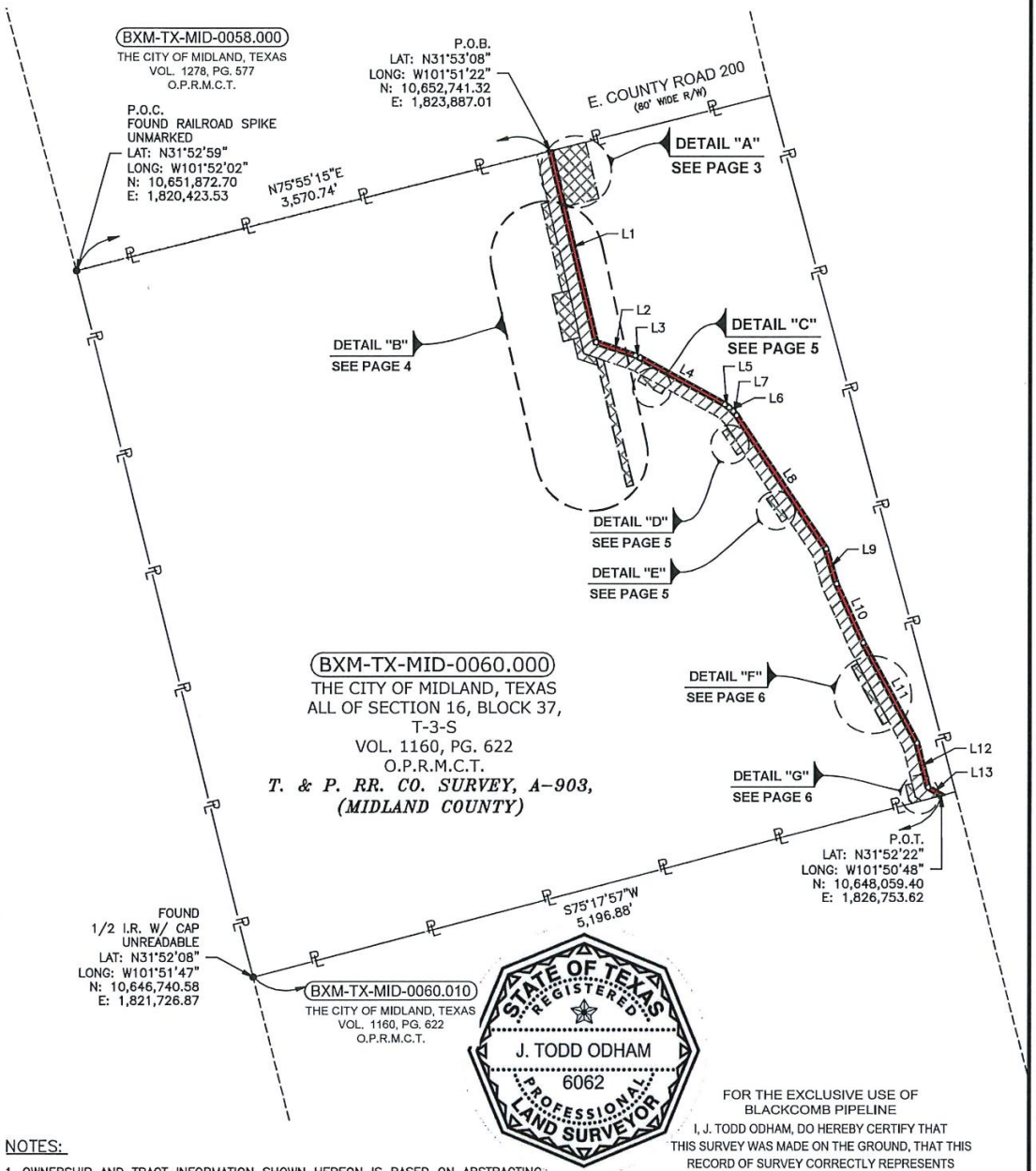
4/9/2025

J. Todd Odham
Registered Professional Land Surveyor
Texas Registration No. 6062, Expires 12/31/2025
EnSite USA, Inc.
3100 S. Gessner, Suite 400
Houston, Texas 77063
Firm Registration No. 10193874, Expires 12/31/2025
Ph. (713) 456-7880

ALL RIGHTS RESERVED © ENSITEUSA 2025

EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
5,780.70 FEET = 350.34 RODS
PIPELINE RIGHT OF WAY = 3.98 ACRES
TEMPORARY WORKSPACE = 12.61 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 6.91 ACRES



STATE OF TEXAS
REGISTERED
J. TODD ODHAM
6062
PROFESSIONAL
LAND SURVEYOR

FOR THE EXCLUSIVE USE OF
BLACKCOMB PIPELINE
I, J. TODD ODHAM, DO HEREBY CERTIFY THAT
THIS SURVEY WAS MADE ON THE GROUND, THAT THIS
RECORD OF SURVEY CORRECTLY REPRESENTS
THE FACTS FOUND AT THE TIME OF THE SURVEY.

4/9/2025
J. TODD ODHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6062, EXPIRES 12/31/2025
FIRM REGISTRATION NO. 10193874, EXPIRES 12/31/2025

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AN ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARING AND DISTANCES ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY ENSITE USA.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTIONS MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF PIPELINE RIGHT OF WAY.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF ENSITE USA, AND FURTHER DESCRIBES THE RECONSTRUCTION IF THIS SURVEY.

LEGEND

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

0' 500' 1000'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSiteUSA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	CM	DATE:	02/08/2025
CHK. BY:	SM	DATE:	02/08/2025
PAGE:	1 OF 8	REV:	3

BXM-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\8160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0060.000.dwg

EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
5,780.70 FEET = 350.34 RODS
PIPELINE RIGHT OF WAY = 3.98 ACRES
TEMPORARY WORKSPACE = 12.61 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 6.91 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S13°35'05"E	1,430.72'
L2	S71°38'34"E	301.16'
L3	S66°33'45"E	39.98'
L4	S61°28'55"E	708.63'
L5	S54°35'26"E	39.98'
L6	S47°41'57"E	39.98'
L7	S40°48'27"E	39.98'
L8	S33°54'58"E	1,170.04'
L9	S16°45'42"E	264.39'
L10	S24°27'15"E	471.80'
L11	S28°18'09"E	827.73'
L12	S14°08'24"E	331.01'
L13	S59°32'03"E	115.31'

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

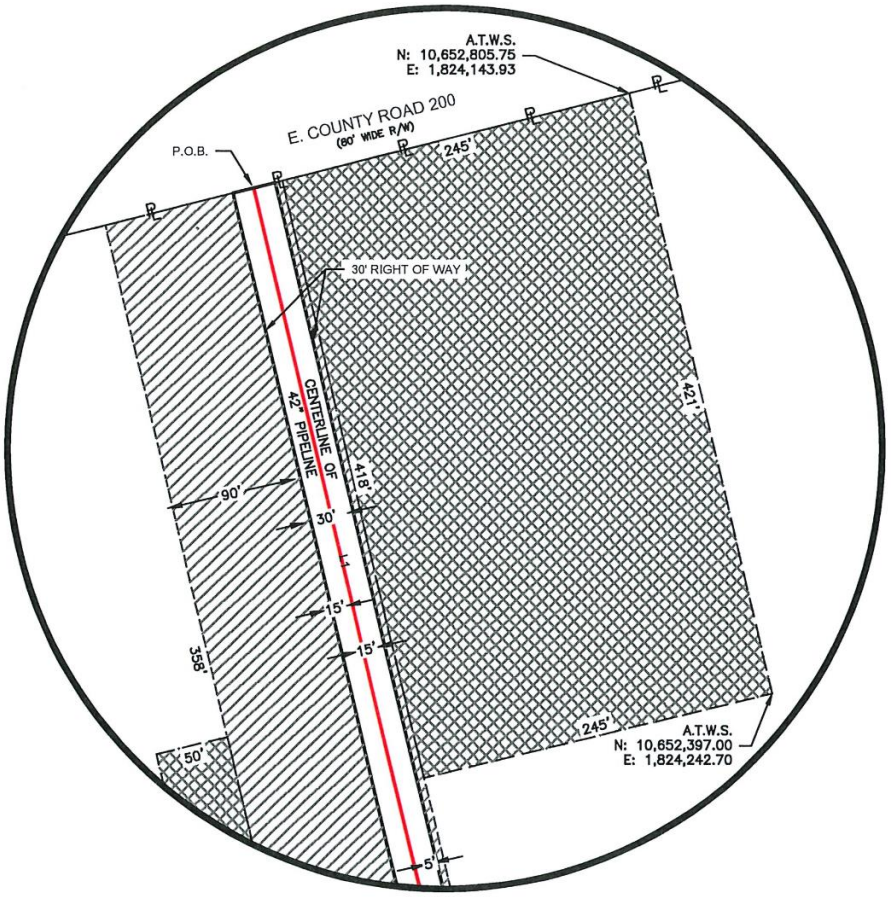
POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	PL
POINT OF TERMINATION	P.O.T.	SURVEY LINE	SL
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSiteUSA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 458-7880
www.ensiteusa.com

PROJECT: BLACKCOMB PIPELINE
DWN. BY: CM DATE: 02/08/2025
CHK. BY: SM DATE: 02/08/2025
PAGE: 2 OF 8 REV: 3

BXM-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

H:\9160 - WWM BXM Midkiff Lateral\2-Plats\FINAL PLAT - Certified\BXM-TX-MID-0060.000.dwg



DETAIL "A"
NOT TO SCALE

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
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PROJECT: BLACKCOMB PIPELINE
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CHK. BY: SM DATE: 02/08/2025
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BXM-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

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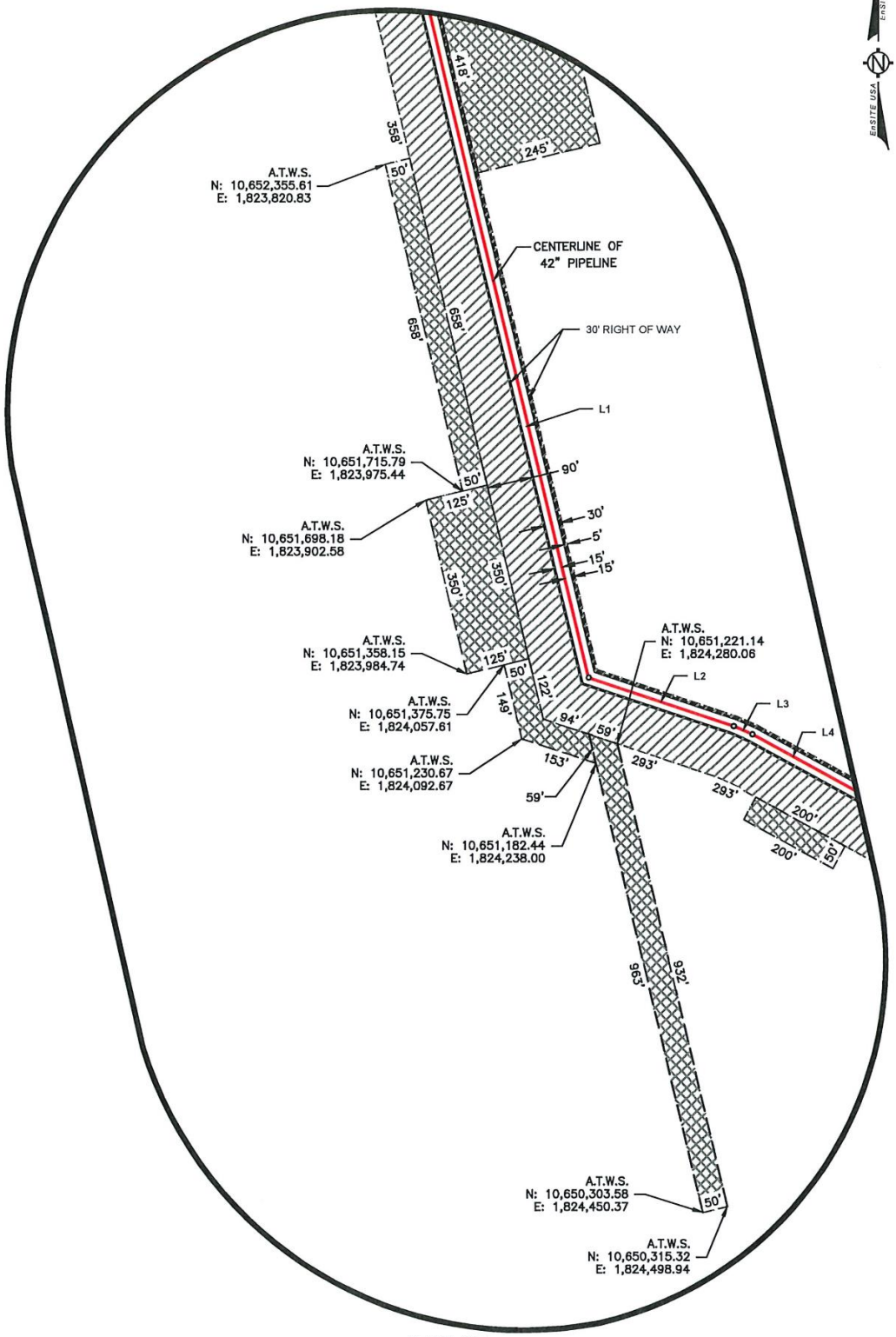
EXHIBIT "A"



DETAIL "B"
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D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	PL
POINT OF TERMINATION	P.O.T.	SURVEY LINE	SL
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
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RIGHT OF WAY	R.O.W.	IRON ROD	IR
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POINT OF INTERSECTION		COORDINATE NORTHING	N:
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3400 S. GESSNER, SUITE 400
HOUSTON, TX 77083
TEL: (713) 458-7880
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PROJECT: BLACKCOMB PIPELINE			
DWN. BY: CM	DATE: 02/08/2025	BXM-TX-MID-0060.000 30' WIDE PIELINE RIGHT OF WAY THE CITY OF MIDLAND, TEXAS MIDLAND COUNTY, TEXAS	
CHK. BY: SM	DATE: 02/08/2025		
PAGE: 4 OF 8	REV: 3		

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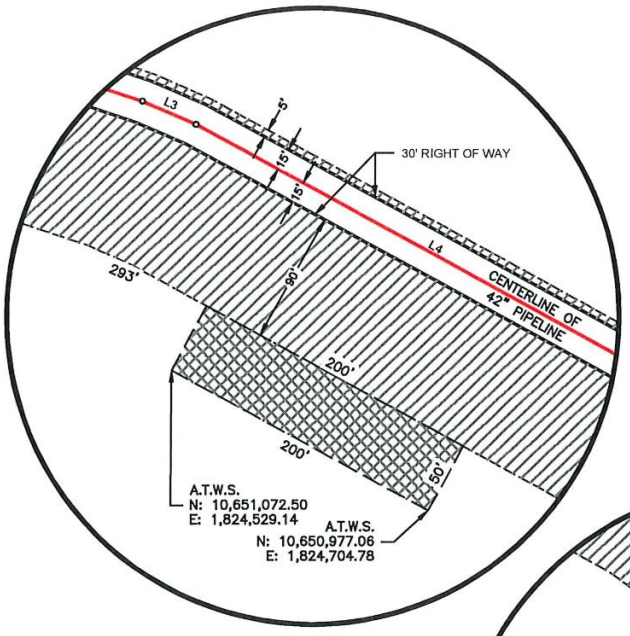
EXHIBIT "A"



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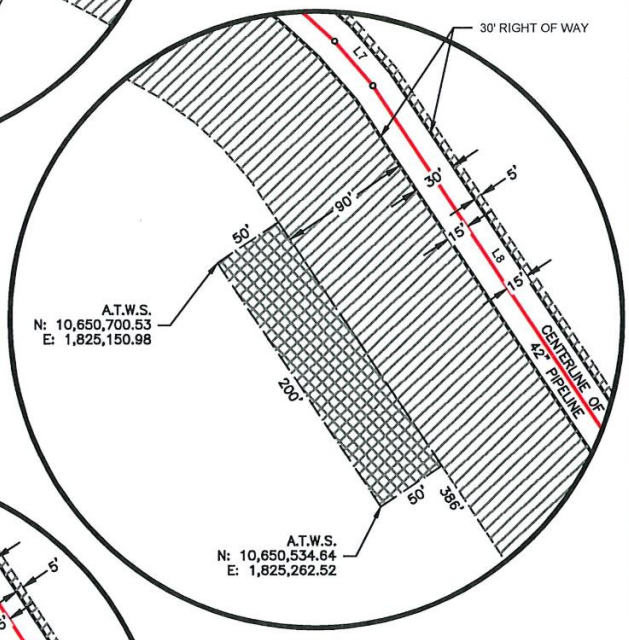

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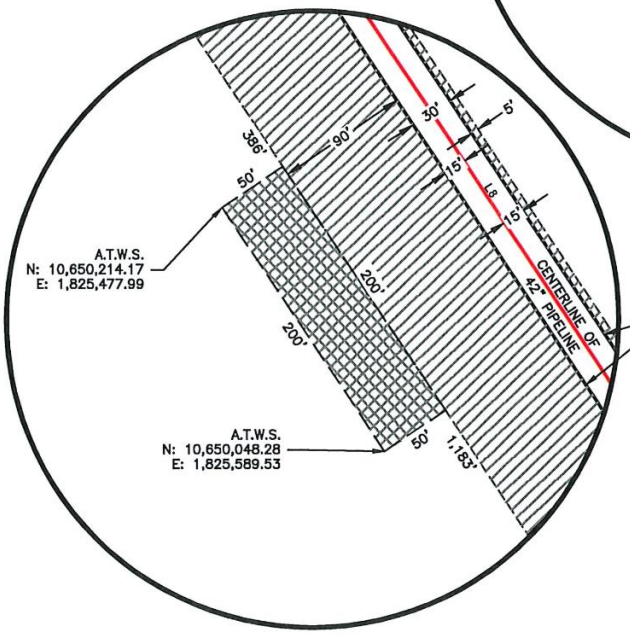

DETAIL "E"
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VOL, PG VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	PL
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RIGHT OF WAY	R.O.W.	IRON ROD	IR
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POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

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PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	CM	DATE:	02/08/2025
CHK. BY:	SM	DATE:	02/08/2025
PAGE:	5 OF 8	REV:	3

BXM-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

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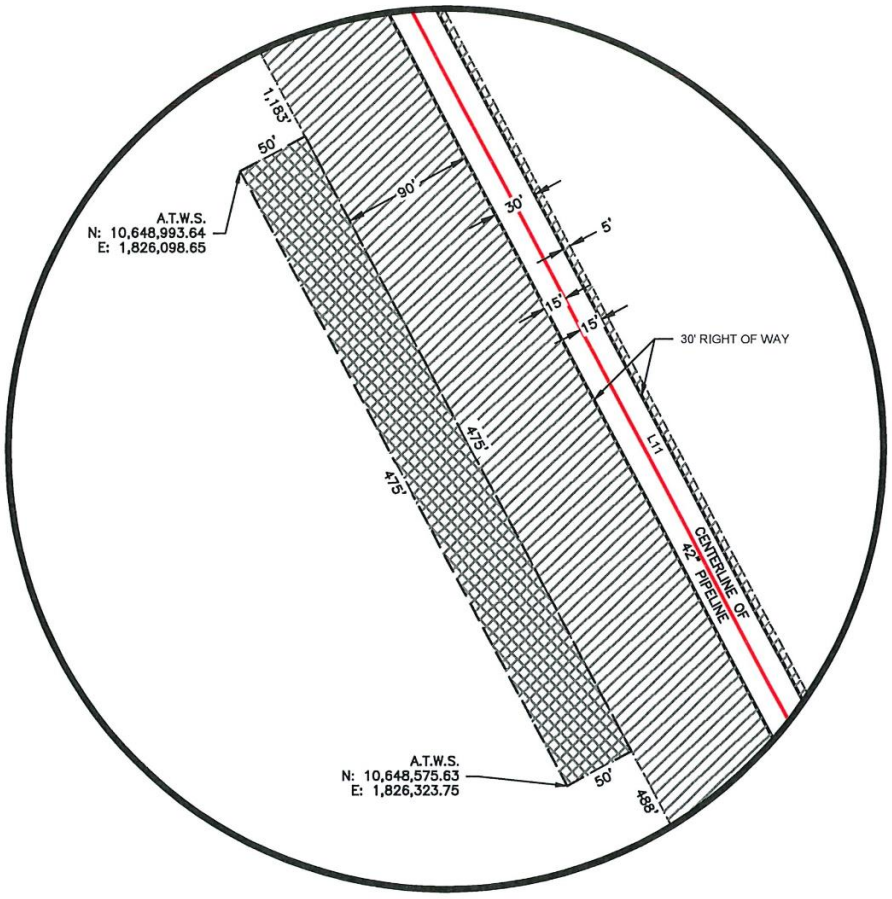
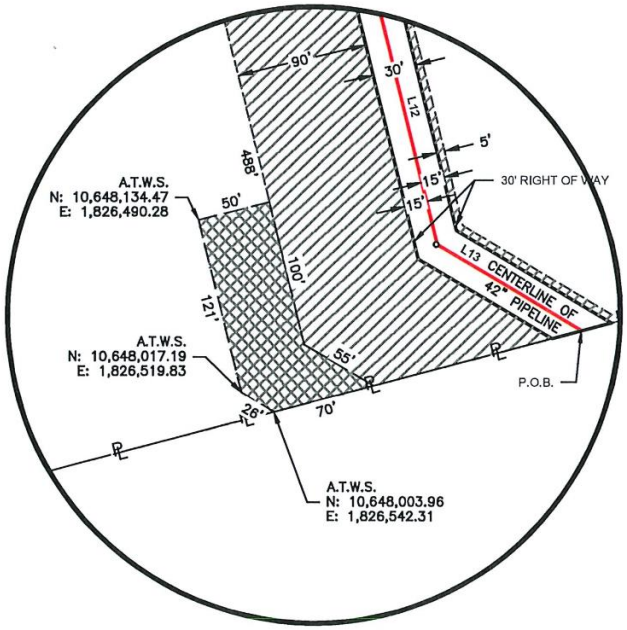
EXHIBIT "A"



DETAIL "F"
NOT TO SCALE



DETAIL "G"
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LEGEND

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PROJECT: BLACKCOMB PIPELINE			
DWN. BY: CM	DATE: 02/08/2025		
CHK. BY: SM	DATE: 02/08/2025		
PAGE: 6 OF 8	REV: 3		

BXM-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
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MIDLAND COUNTY, TEXAS

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EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0060.000
REVISION 3
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

DESCRIPTION OF
A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY
UPON THE PROPERTY OF
THE CITY OF MIDLAND, TEXAS

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY SITUATED IN THE T. & P. RR. CO. SURVEY, ABSTRACT 903 MIDLAND COUNTY, TEXAS UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF THE CITY OF MIDLAND, TEXAS DESCRIBED AS ALL OF SECTION 16, BLOCK 37, TOWNSHIP-3-SOUTH IN VOLUME 1160, PG. 622, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS (O.P.R.M.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY BEING SITUATED FIFTEEN (15) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, WITH THE SIDELINES OF SAID PIPELINE RIGHT OF WAY BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE 4203, USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY

COMMENCE at an unmarked Railroad spike found having coordinates of N:10,651,872.70, E:1,820,423.53, based on the above referenced coordinate system, and being the northwesterly corner of the above referenced tract of land;

THENCE North 75°55'15" East for a distance of 3,570.74 feet to a point on the northerly line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described pipeline right of way, same having coordinates of N:10,652,741.32, E:1,823,887.01.

THENCE along the centerline of the herein described pipeline right of way upon, over and across a portion of the above referenced tract of land in the following thirteen (13) courses and distances:

1. South 13°35'05" East for a distance of 1,430.72 feet to a point,
2. South 71°38'34" East for a distance of 301.16 feet to a point,
3. South 66°33'45" East for a distance of 39.98 feet to a point,
4. South 61°28'55" East for a distance of 708.63 feet to a point,
5. South 54°35'26" East for a distance of 39.98 feet to a point,
6. South 47°41'57" East for a distance of 39.98 feet to a point,
7. South 40°48'27" East for a distance of 39.98 feet to a point,
8. South 33°54'58" East for a distance of 1,170.04 feet to a point,
9. South 16°45'42" East for a distance of 264.39 feet to a point,
10. South 24°27'15" East for a distance of 471.80 feet to a point,
11. South 28°18'09" East for a distance of 827.73feet to a point,
12. South 14°08'24" East for a distance of 331.01 feet to a point,
13. South 59°32'03" East for a distance of 115.31 feet to a point on the southerly line of the above referenced tract of land, said point being the **POINT OF TERMINATION** of the herein described pipeline right of way, said point having coordinates of N:10,648,059.40, E:1,826,753.62, from which a one half inch (1/2") iron rod with cap unreadable found for the southwesterly corner of the above referenced tract of land, bears South 75°17'57" West for a distance of 5,196.88 feet, same having coordinates of N:10,646,740.58, E:1,821,726.87.

Herein described thirty (30) foot wide pipeline right of way having a total length across the property of 5,780.70 feet, or 350.34 rods and containing 3.98 acre of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

A five (5) foot wide strip of land and a ninety (90) foot wide strip of land, as shown on attached plat containing 12.61 acres of land, more or less.

ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

A.T.W.S. containing 6.91 acres of land, more or less.

ALL RIGHTS RESERVED ©ENSITEUSA 2025

EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0060.000
REVISION 3
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

For reference and further information, see attached plat made in conjunction with this legal description, as prepared by EnSiteUSA, of same date.

4/9/2025

J. Todd Odham
Registered Professional Land Surveyor
Texas Registration No. 6062, Expires 12/31/2025
EnSite USA, Inc.
3100 S. Gessner, Suite 400
Houston, Texas 77063
Firm Registration No. 10193874, Expires 12/31/2025
Ph. (713) 456-7880

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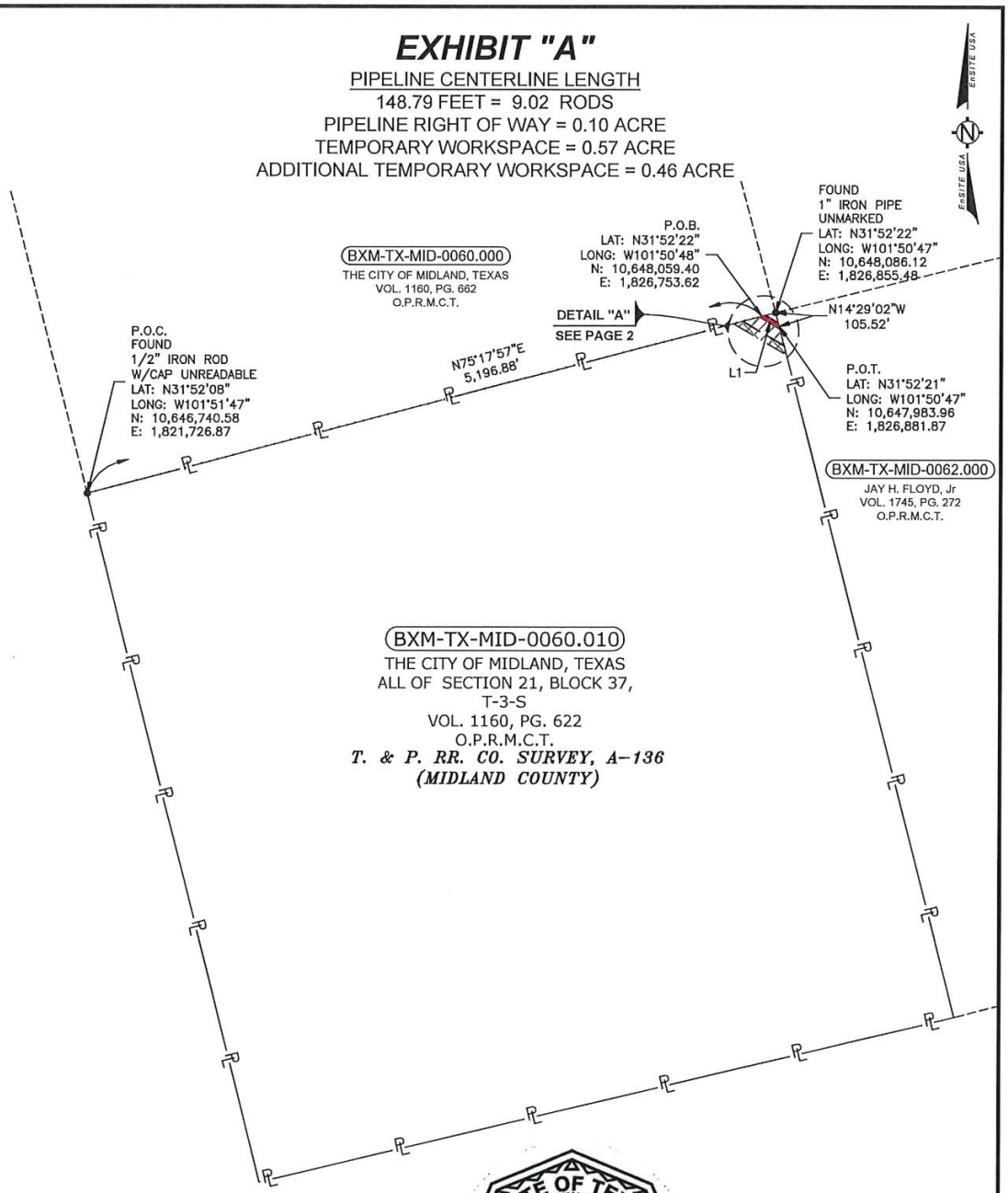
EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
148.79 FEET = 9.02 RODS
PIPELINE RIGHT OF WAY = 0.10 ACRE
TEMPORARY WORKSPACE = 0.57 ACRE
ADDITIONAL TEMPORARY WORKSPACE = 0.46 ACRE



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S59°32'03"E	148.79'

STATE OF TEXAS
REGISTERED
J. TODD ODHAM
6062
PROFESSIONAL
LAND SURVEYOR

FOR THE EXCLUSIVE USE OF
BLACKCOMB PIPELINE
I, J. TODD ODHAM, DO HEREBY CERTIFY THAT
THIS SURVEY WAS MADE ON THE GROUND, THAT THIS
RECORD OF SURVEY CORRECTLY REPRESENTS
THE FACTS FOUND AT THE TIME OF THE SURVEY.

4/9/2025

J. TODD ODHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6062, EXPIRES 12/31/2025
FIRM REGISTRATION NO. 10193874, EXPIRES 12/31/2025

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AN ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARING AND DISTANCES ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY ENSITE USA.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTIONS MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF PIPELINE RIGHT OF WAY.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF ENSITE USA, AND FURTHER DESCRIBES THE RECONSTRUCTION IF THIS SURVEY.

D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
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ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 500' 1000'
GRAPHIC SCALE IN FEET

POINT OF COMMENCEMENT	P.O.C.	CENTERLINE	
POINT OF BEGINNING	P.O.B.	PROPERTY LINE	
POINT OF TERMINATION	P.O.T.	SURVEY LINE	
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	
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RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	●	IRON PIPE	IP
POINT OF INTERSECTION	○	COORDINATE NORTHING	N:
SET 5/8 INCH IRON ROD	◉	COORDINATE EASTING	E:

EnSiteUSA
3600 C. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
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PROJECT:	BLACKCOMB PIPELINE		
DWN. BY:	LH	DATE:	02/07/2025
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PAGE:	1 OF 4	REV:	3

BXM-TX-MID-0060.010
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

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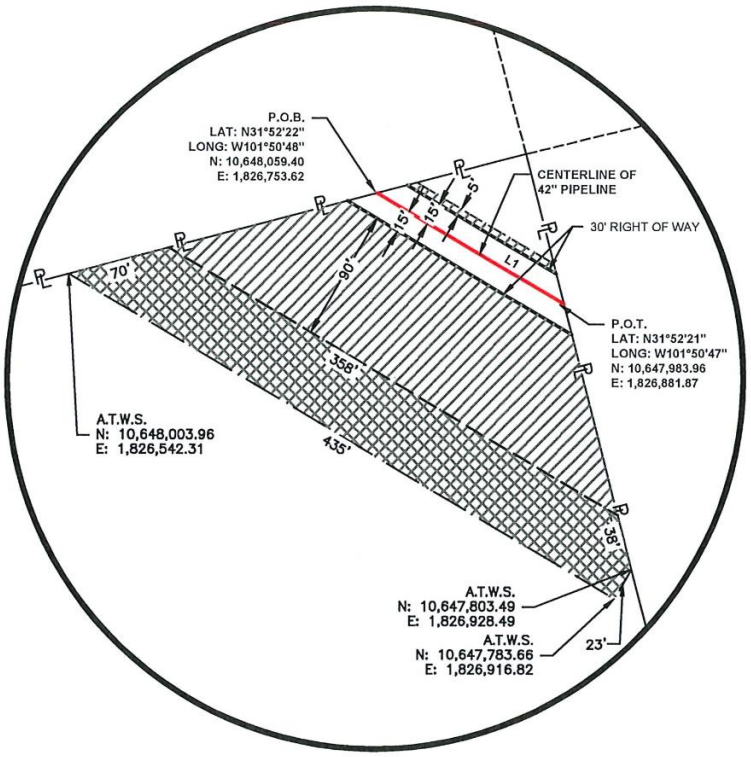

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EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0060.010
REVISION 3
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

DESCRIPTION OF
A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY
UPON THE PROPERTY OF
THE CITY OF MIDLAND, TEXAS

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY SITUATED IN THE T. & P. RR. CO. SURVEY, ABSTRACT 136 MIDLAND COUNTY, TEXAS UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF THE CITY OF MIDLAND, TEXAS DESCRIBED AS ALL OF SECTION 21, BLOCK 37, TOWNSHIP-3-SOUTH IN VOLUME 1160, PG. 622, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS (O.P.R.M.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY BEING SITUATED FIFTEEN (15) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, WITH THE SIDELINES OF SAID PIPELINE RIGHT OF WAY BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, (2011 ADJUSTMENT), CENTRAL ZONE 4203, USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY

COMMENCE at a five eight inch (5/8") iron rod with cap unreadable found having coordinates of N:10,646,740.58, E:1,821,726.87, based on the above referenced coordinate system, and being the northwesterly corner of the above referenced tract of land;

THENCE North 75°17'57" East for a distance of 5,196.88 feet to a point on the northerly line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described pipeline right of way, same having coordinates of N:10,648,059.40, E:1,826,753.62.

THENCE South 59°32'03" East upon, over and across a portion of the above referenced tract of land for a distance of 148.79 feet to a point on the easterly line of the above referenced tract of land, said point being the **POINT OF TERMINATION** of the herein described pipeline right of way, said point having coordinates of N:10,647,983.96, E:1,826,881.87, from which an unmarked one inch (1") iron pipe found for the northeasterly corner of the above referenced tract of land, bears North 14°29'02" West for a distance of 105.52 feet, same having coordinates of N:10,648,086.12, E:1,826,855.48.

Herein described thirty (30) foot wide pipeline right of way having a total length across the property of 148.79 feet, or 9.02 rods and containing 0.10 acre of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

A five (5) foot wide strip of land and a ninety (90) foot wide strip of land, as shown on attached plat containing 0.57 acre of land, more or less.

ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

A.T.W.S. containing 0.46 acre of land, more or less.

ALL RIGHTS RESERVED © ENSITEUSA 2025

EXHIBIT "A"

BLACKCOMB PIPELINE
ENSITEUSA PROJECT NO. 8160
TRACT NO. BXM-TX-MID-0060.010
REVISION 3
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

For reference and further information, see attached plat made in conjunction with this legal description, as prepared by EnSiteUSA, of same date.

4/9/2025

J. Todd Odham
Registered Professional Land Surveyor
Texas Registration No. 6062, Expires 12/31/2025
EnSite USA, Inc.
3100 S. Gessner, Suite 400
Houston, Texas 77063
Firm Registration No. 10193874, Expires 12/31/2025
Ph. (713) 456-7880

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City Council Meeting

Item Number: 17

Meeting Date: June 10, 2025, June 24, 2025

To: City Council / City Manager

From: Larry Gomez, Assistant Director of Code Enforcement

Subject: **AN ORDINANCE AMENDING TITLE VIII, "FOOD ESTABLISHMENTS, HEALTH AND GENERAL SANITATION", CHAPTER 6, "GARBAGE, TRASH AND RUBBISH", SECTION 18, "ACCUMULATION OF STAGNANT WATER, FILTH, WEEDS, BRUSH, AND DEBRIS ON LOTS", SUBSECTION (B), "AFFIRMATIVE DEFENSES", PARAGRAPH 1 OF THE MIDLAND CITY CODE SO AS TO LIMIT THE APPLICATION OF THE AFFIRMATIVE DEFENSE IN SAID PARAGRAPH TO WEEDS OR TALL GRASS LESS THAN 12 INCHES TALL AND BRUSH LESS THAN TWO FEET TALL; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION (DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Purpose:

This ordinance amends Midland City Code Section 8-6-18(B)(1) to reduce the maximum allowable height for weeds and tall grass from less than eighteen inches (18") to less than twelve inches (12"). The amendment aligns Midland's code with public health and safety standards observed in peer West Texas communities and major Texas cities.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no direct fiscal impact to the City.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

Midland's current ordinance permits weeds and tall grass to grow up to eighteen inches (18") in height and brush up to two feet (2'). The proposed amendment lowers the allowable height for weeds and tall grass to less than twelve inches (12"), while maintaining the current brush standard.

This change brings Midland in line with best practices across Texas. Most West Texas cities—including Odessa, Abilene, San Angelo, and El Paso—enforce a 12-inch maximum. Larger cities such as Dallas, Fort Worth, Austin, and San Antonio follow the same standard. Lubbock, Amarillo, and Houston go further, limiting vegetation to 8 or 9 inches.

Reducing Midland's maximum weed height to 12 inches brings the City in line with widely adopted norms across the state and addresses key concerns related to:

- Harborage of pests including snakes, rodents, and mosquitoes
- Accumulation of stagnant water
- Heightened fire risk during dry conditions
- Overall neighborhood appearance and property maintenance standards

This amendment will strengthen code enforcement efforts and promote cleaner, safer neighborhoods and corridors citywide.

Effective Date:
Thirty (30) days after the date of adoption.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE VIII, "FOOD ESTABLISHMENTS, HEALTH AND GENERAL SANITATION", CHAPTER 6, "GARBAGE, TRASH AND RUBBISH", SECTION 18, "ACCUMULATION OF STAGNANT WATER, FILTH, WEEDS, BRUSH, AND DEBRIS ON LOTS", SUBSECTION (B), "AFFIRMATIVE DEFENSES", PARAGRAPH 1 OF THE MIDLAND CITY CODE SO AS TO LIMIT THE APPLICATION OF THE AFFIRMATIVE DEFENSE IN SAID PARAGRAPH TO WEEDS OR TALL GRASS LESS THAN 12 INCHES TALL AND BRUSH LESS THAN TWO FEET TALL; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to amend Title VIII, "Food Establishments, Health and General Sanitation", Chapter 6, "Garbage, Trash and Rubbish", Section 18, "Accumulation of Stagnant Water, Filth, Weeds, Brush, and Debris on Lots", Subsection (B), "Affirmative Defenses", Paragraph 1 of the Midland City Code, so as to limit the application of the affirmative defense in said Paragraph to weeds or tall grass less than 12 inches tall and brush less than two feet tall;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Title VIII, "Food Establishments, Health and General Sanitation", Chapter 6, "Garbage, Trash and Rubbish", Section 18, "Accumulation of Stagnant Water, Filth, Weeds, Brush, and Debris on Lots", Subsection (B), "Affirmative Defenses", Paragraph 1 of the Midland City Code is hereby amended to read in its entirety as follows:

1. The weeds or tall grass are less than 12 inches tall, and the brush is less than two feet tall.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that

covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00).

SECTION FIVE. This ordinance shall become effective on the 30th day after its final approval and adoption.

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member_____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Deputy City Manager

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

City Council Meeting

Item Number:

Meeting Date: **June 10, 2025, June 24, 2025**

To: **City Council / City Manager**

From: **Lori Elliott, Planner**

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO O-2, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Wallace Design Collective, on behalf of EOG Resources, is requesting a Zone Change from PD, Planned Development District for a Shopping Center, to O-2, Office District for a parking lot to support corporate office expansion at 208 Tradewinds Boulevard.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

PD, Planned Development District for a Shopping Center

Surrounding Zoning and Land Use:

The property is situated in an area with a mix of zoning designations and uses. To the east, the property is zoned as PD, Planned Development District, and is a church facility. The property to the north is zoned O-2, Office District, and is the EOG Resources office building. The properties to the west are zoned AE, Agricultural Estate, and is used for a City of Midland Fire Station; O-1, Office District, which has medical and other offices; and MF-22, Multiple-Family Dwelling District, which is currently a vacant lot. The property to the south is zoned PD, Planned Development District, and is currently a vacant lot.

Analysis:

The subject property is located at 208 Tradewinds Boulevard. It is currently zoned PD, Planned Development District. The property is currently a vacant lot. The applicant has requested a zone change to O-2, Office District, to allow for the lot to be utilized as a parking lot to support corporate office expansion. The property meets the minimum lot dimension requirements of the O-2, Office District.

This request is compatible with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designates this area as Urban- High (U-H). Potential zoning for this designation calls for a mix of complementary uses, which includes large offices and other regional attractors. Parking garages or public parking lots may be found in these areas, as well.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas issues for Zoning

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from PD, Planned Development District, to O-2, Office District.

Letters of Objection:

As of May 30, 2025, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan (Exhibit A)
Maps
Aerial
Photo

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO O-2, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 1, Block 6, Westridge Park Addition, Section 6, City and County of Midland, Texas (the "Property"), to O-2, Office District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to O-2, Office District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0429

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Kyle Walker		Phone ( ) Email kidist_atnafu@eogresources.com	
Address 5509 Champions Drive	City Midland	State TX	Zip 79706

Property Owner Printed Name: EOG Resources		Phone ( ) Email	
Address 5509 Champions Drive	City Midland	State TX	Zip 79706

Representative *(if different from Applicant or Property Owner)* Firm: Wallace Design Collective Printed Name: Alan Taylor		Phone (918)806.7414 Email alan.taylor@wallace.design	
Address	City	State	Zip

Street Address: 208 Tradewinds Blvd

Legal Description
Lot: 10 Block: 6 Subdivision: Westridge Park 6th

Current Zoning: PD 8227	**Proposed Zone:** O-2 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Previous PD zoning was put in place to support a planned retail center. The plan for the retail center has since been abandoned. The property is now owned by EOG Resources and is being utilized as parking to support corporate office expansion.

Present Use of Property: Vacant land

Proposed Use of Property: Parking lot

How would this zone change affect the public health, safety and welfare? It will not.

Describe how conditions affecting the property have changed since present zoning designation: Planned use for the area has changed. Ownership of land has changed.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Kyle Walker	Date: 3-7-25
Applicant (printed): Kyle Walker	
Property Owner (signature):	Date:
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Kyle A. Walker who, being by me duly sworn, upon oath says: That (s)he is the owner of N/A or authorized by Fog Resources, Inc., the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Kyle Walker
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 7th day of March, 2025, to certify which witness my hand and seal of office.

Sarah Tisdale Semer

SARAH TISDALE SEMER
Notary ID #128936570
My Commission Expires
March 29, 2028

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

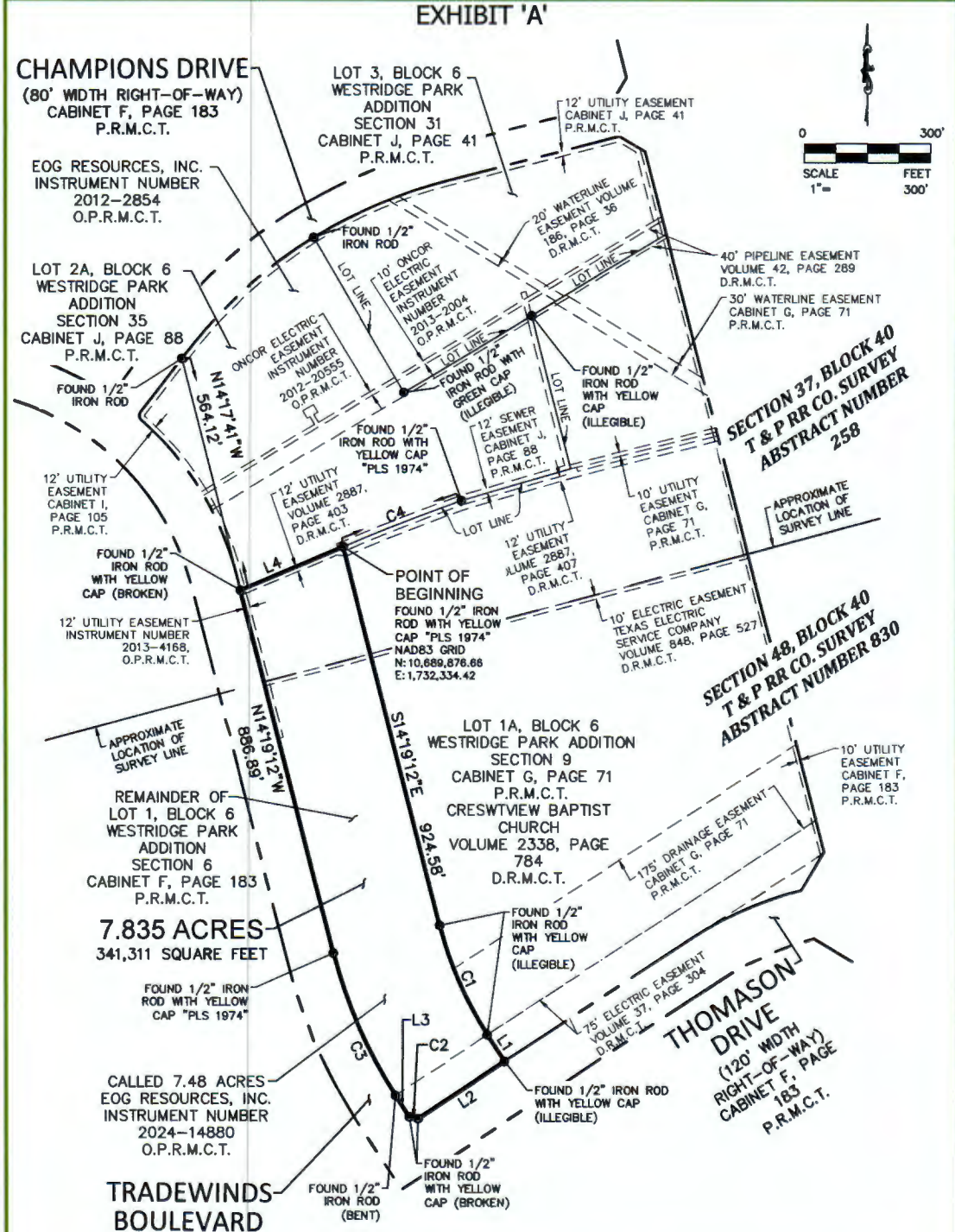
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # Invoice	
Received By: RECEIVED	Date:

MAY 7 2025

Initial:

****Application will not be considered for scheduling until reviewed by a planner.****

EXHIBIT 'A'



D.R.M.C.T. = Deed Records, Midland County, Texas
O.P.R.M.C.T. = Official Public Records, Midland County, Texas
P.R.M.C.T. = Plat Records, Midland County, Texas

A metes and bounds description of even date accompanies this plat.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9998995 was used for this project.

MARCH 24, 2025

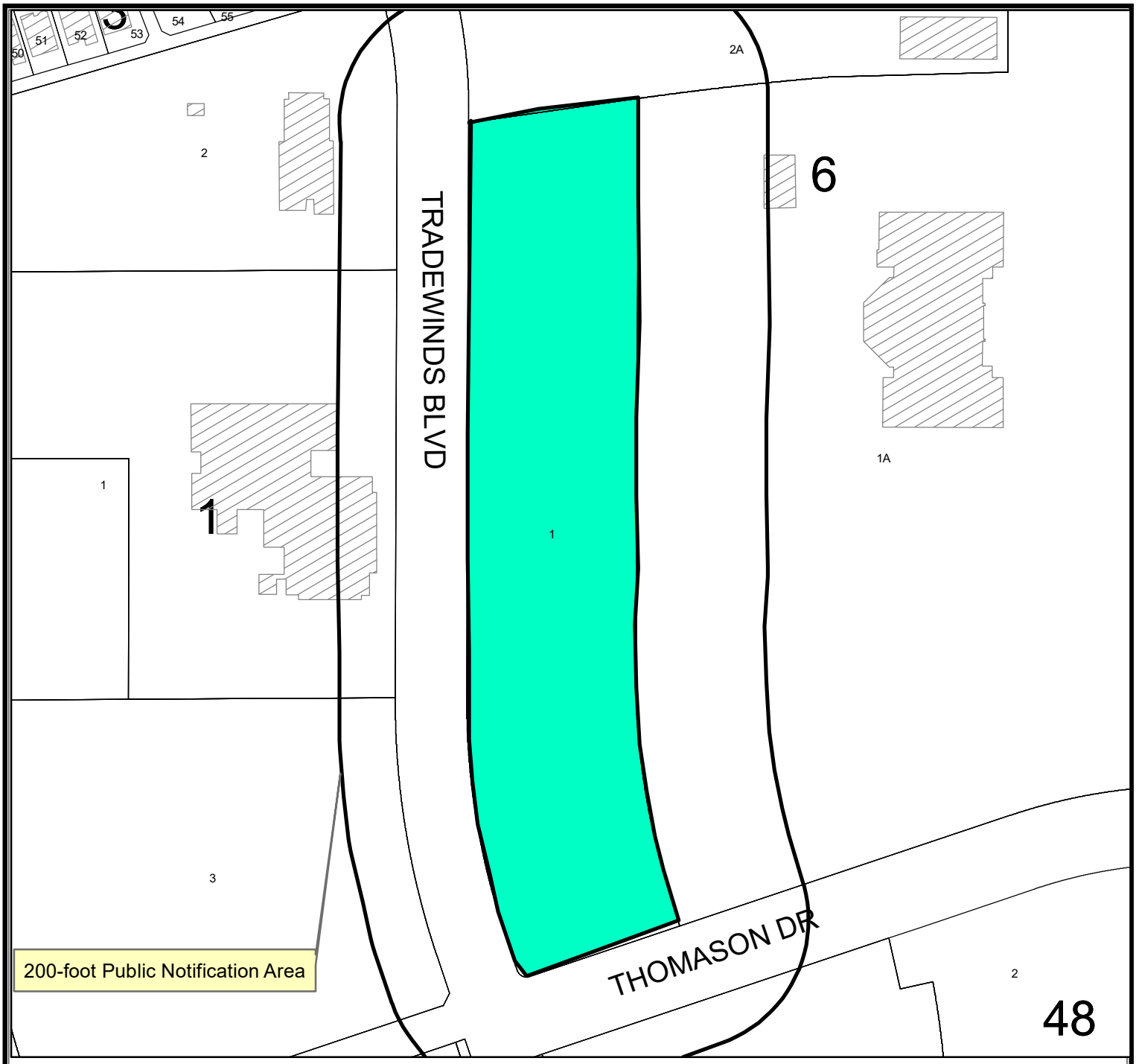
SURVEYOR'S CERTIFICATE:
I hereby certify that this map is based on an accurate survey of the property made on the ground under my supervision.

STATE OF TEXAS
REGISTERED
HAL MOLLENKOPF
5439
PROFESSIONAL
LAND SURVEYOR

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

03/24/25
Hal Mollenkopf Date
Registered Professional Land Surveyor
State of Texas No. 5439

PLOTTED BY: Joseph Noell ON: Monday, March 24, 2025 AT: 3:20 PM FILEPATH: P:\013600\013630\001\Survey\Drawings\B013630.001 EOG Resources - Zoning Surf TexCen.dwg



Location Map

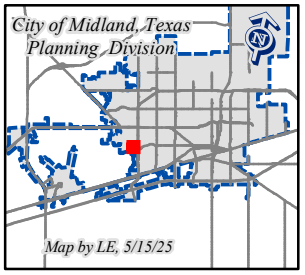
Z-25-0429 **Scale: 1" = 2,644'**

Consider a request by Wallace Design Collective, on behalf of EOG Resources, for a Zone Change from PD, Planned Development District for a Shopping Center, to O-2, Office District, on Lot 1, Block 6, Westridge Park Addition, Section 6, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of Thomason Drive and Tradewinds Boulevard. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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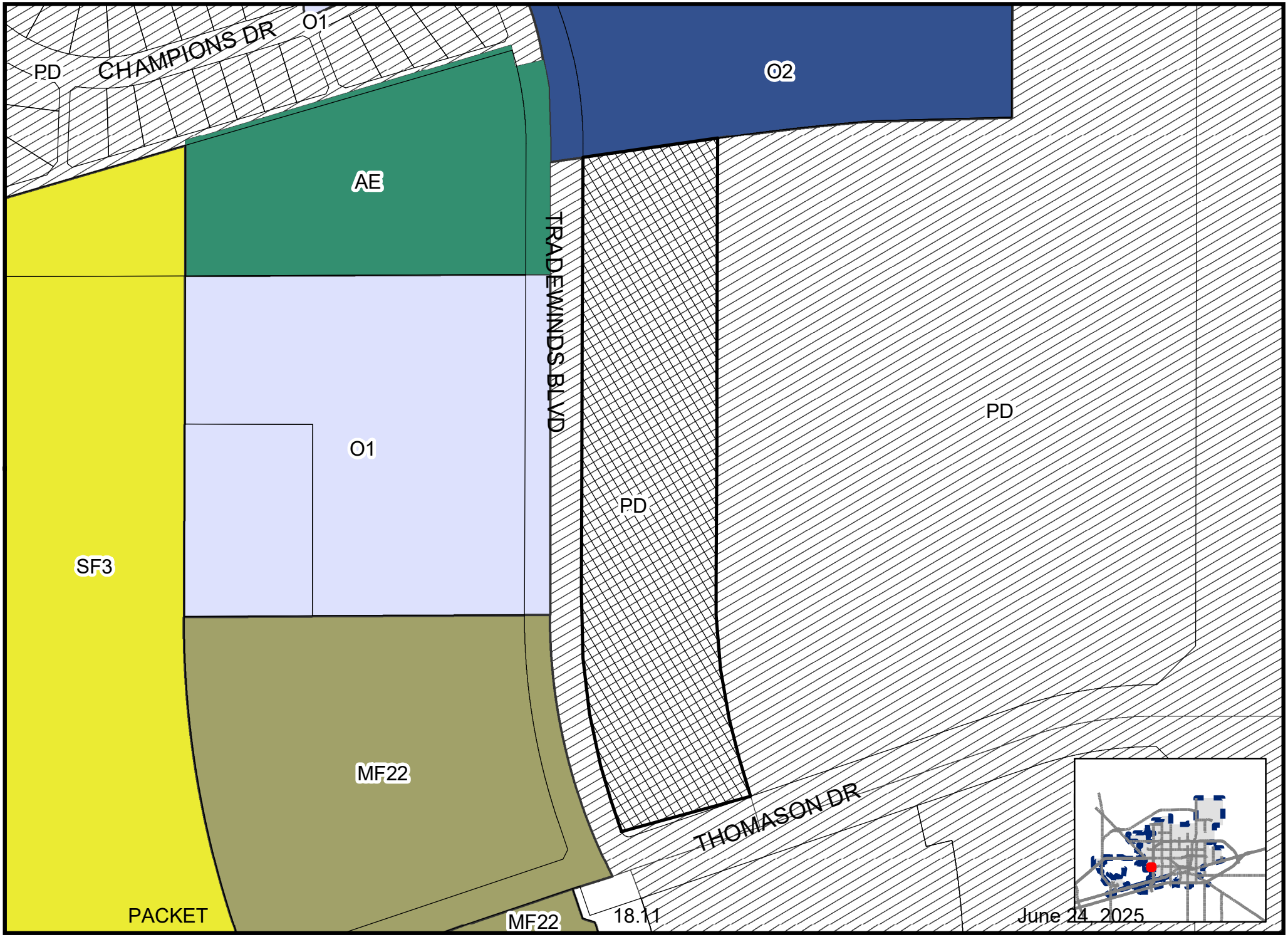
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by LE, 05/15/2025

Z-25-0429

Scale: 1" = 2,797'

ZONING MAP

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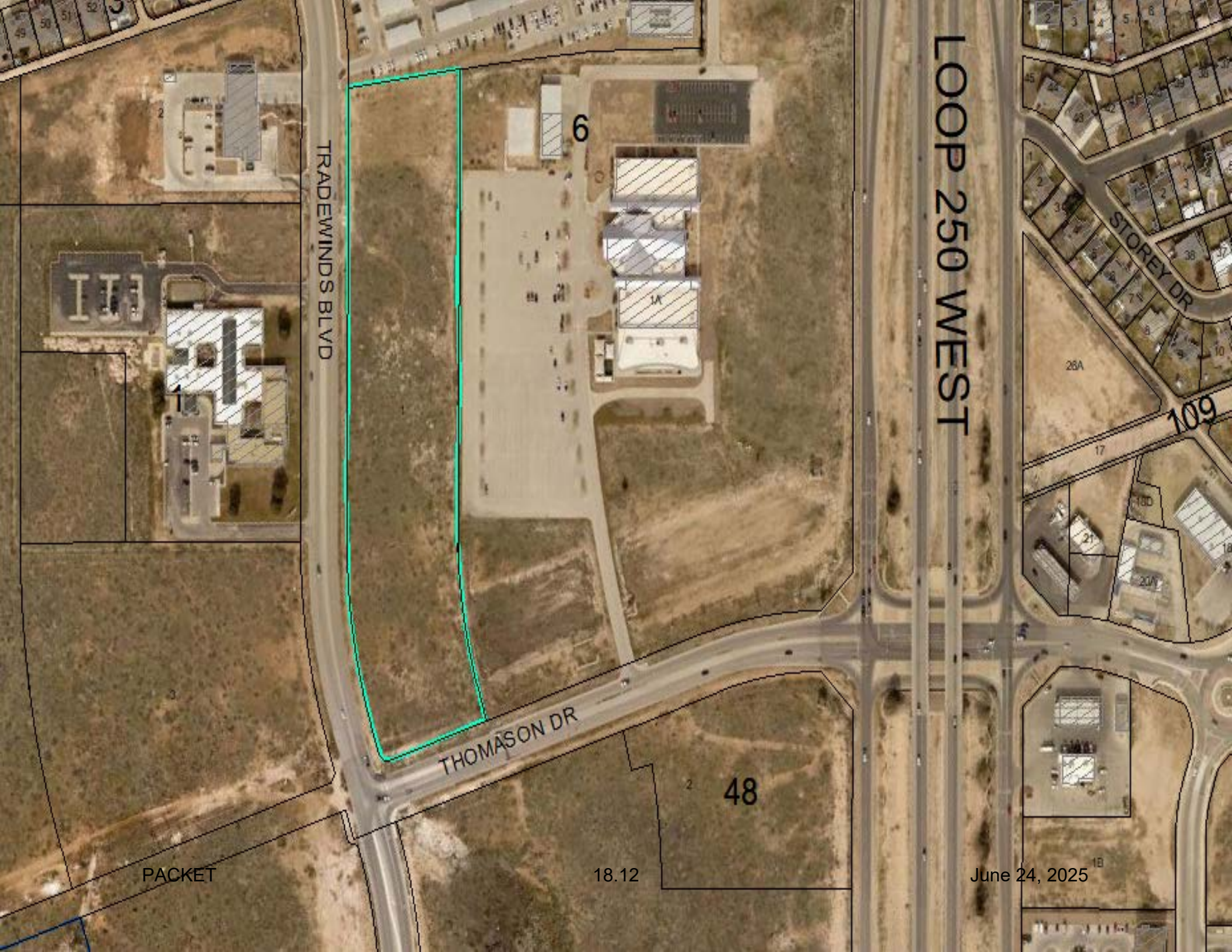
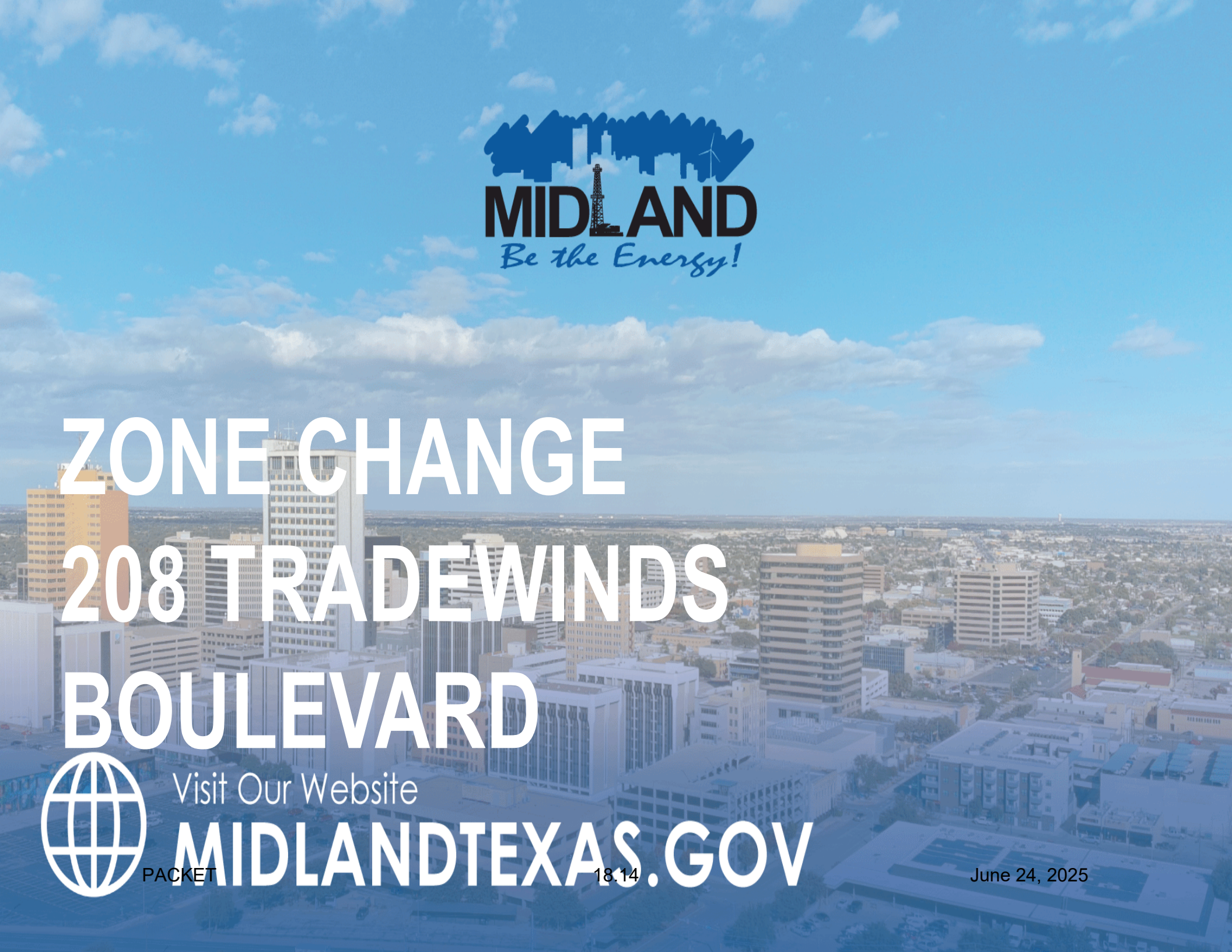
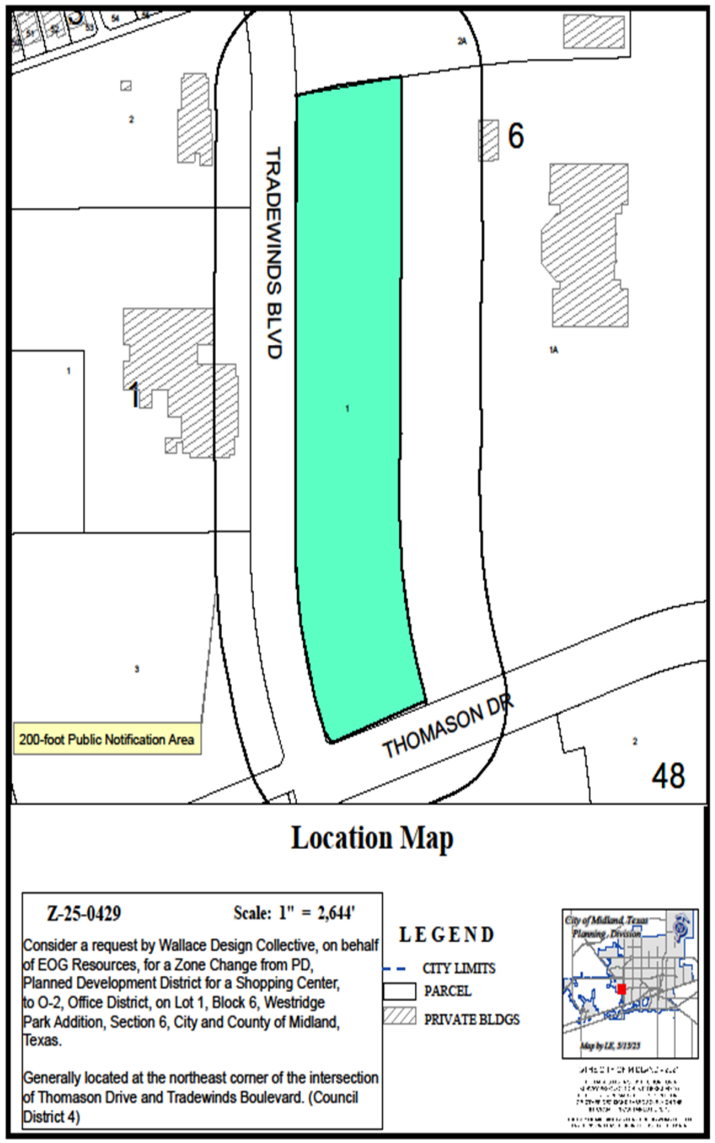

TRADEWINDS BLVD
LOOP 250 WEST
STOREY DR
THOMASON DR
6
1
48
109


MIDLAND
Be the Energy!
ZONE CHANGE
208 TRADEWINDS
BOULEVARD
Visit Our Website
MIDLANDTEXAS.GOV

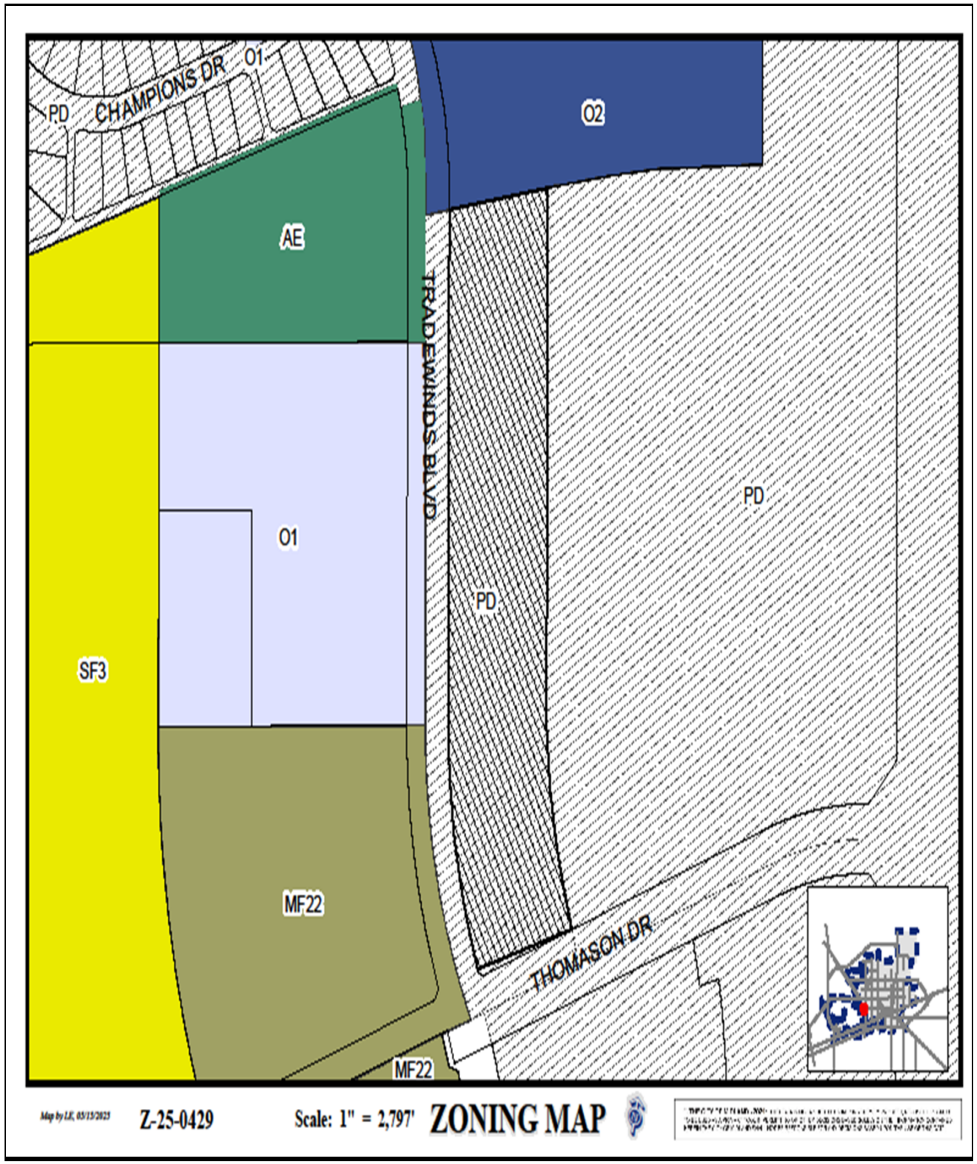
APPLICATION SUMMARY

- **Applicant:** Kyle Walker
- **Property Owner:** EOG Resources
- **Representative:** Wallace Design Collective
- **Location:** 208 Tradewinds Boulevard
- **Reason for Request:** To build a parking lot to support corporate office expansion



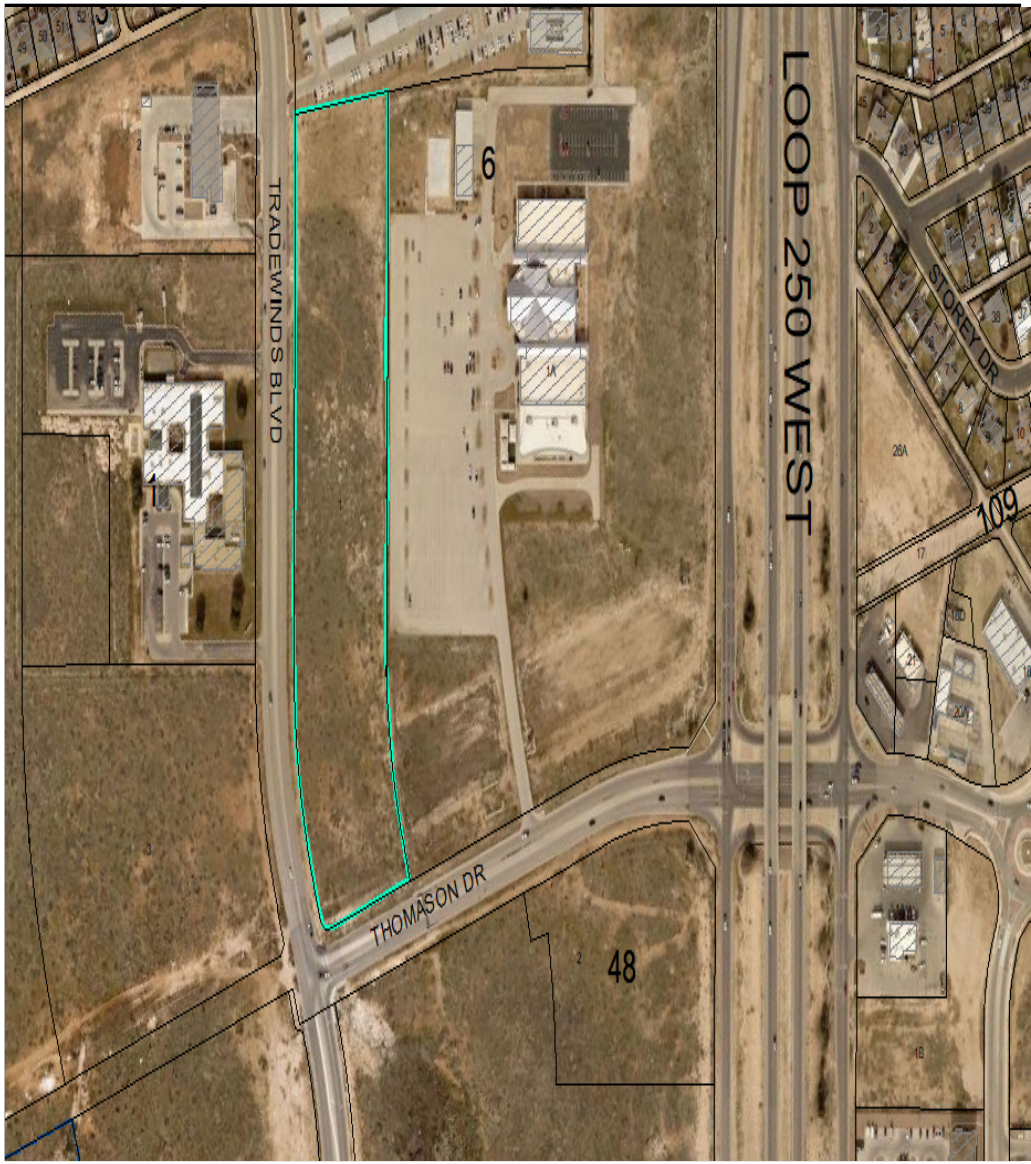
ZONING

- **Current Zoning:** PD, Planned Development District for a Shopping Center
- **Surrounding Zoning:**
  - **North:** O-2, Office District
  - **South/East:** PD, Planned Development District
  - **West:** AE, Agricultural Estate District; O-1, Office District; and MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** O-2, Office District



LAND USE

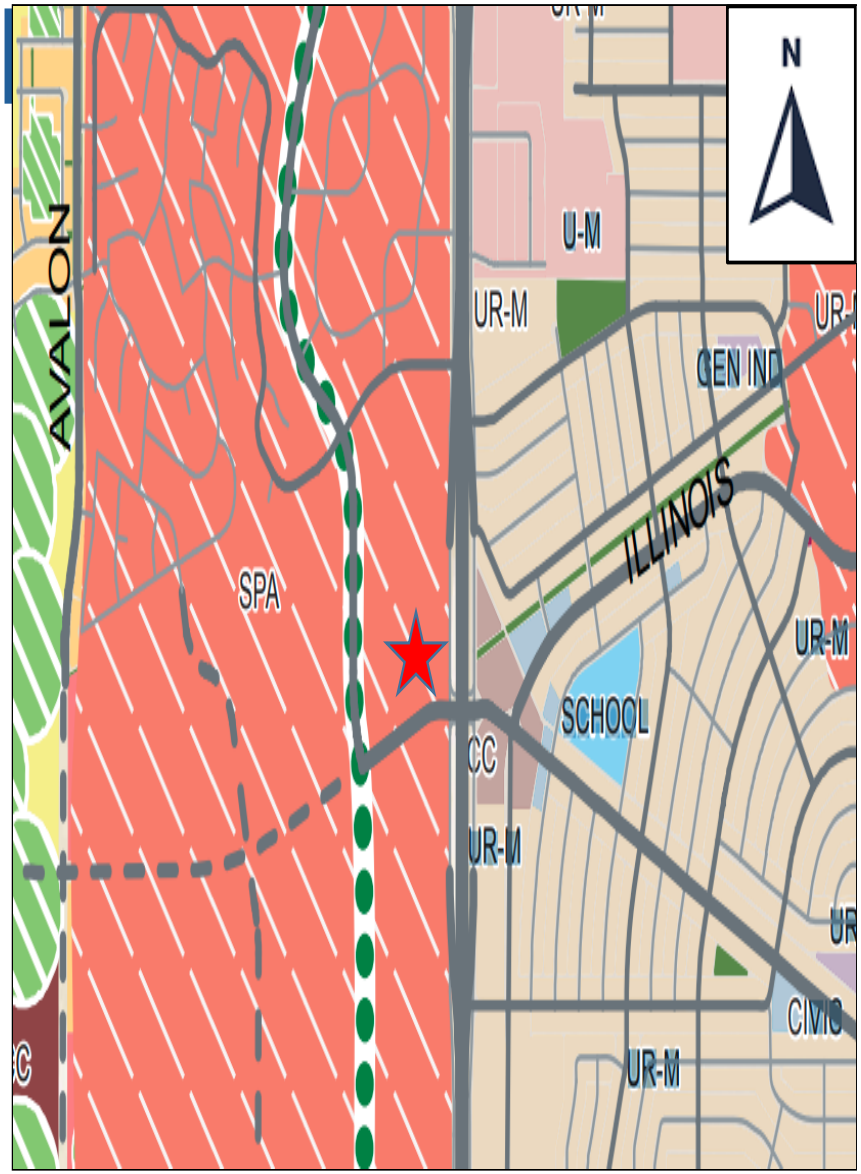
- **Current Use:** Vacant Lot
- **Surrounding Uses:**
  - **North:** EOG Resources office building
  - **South:** Vacant Lot
  - **East:** Church facility
  - **West:** City of Midland Fire Station, medical offices, and a vacant lot
- **Proposed Use:** Parking Lot



On Tradewinds Boulevard, Looking East

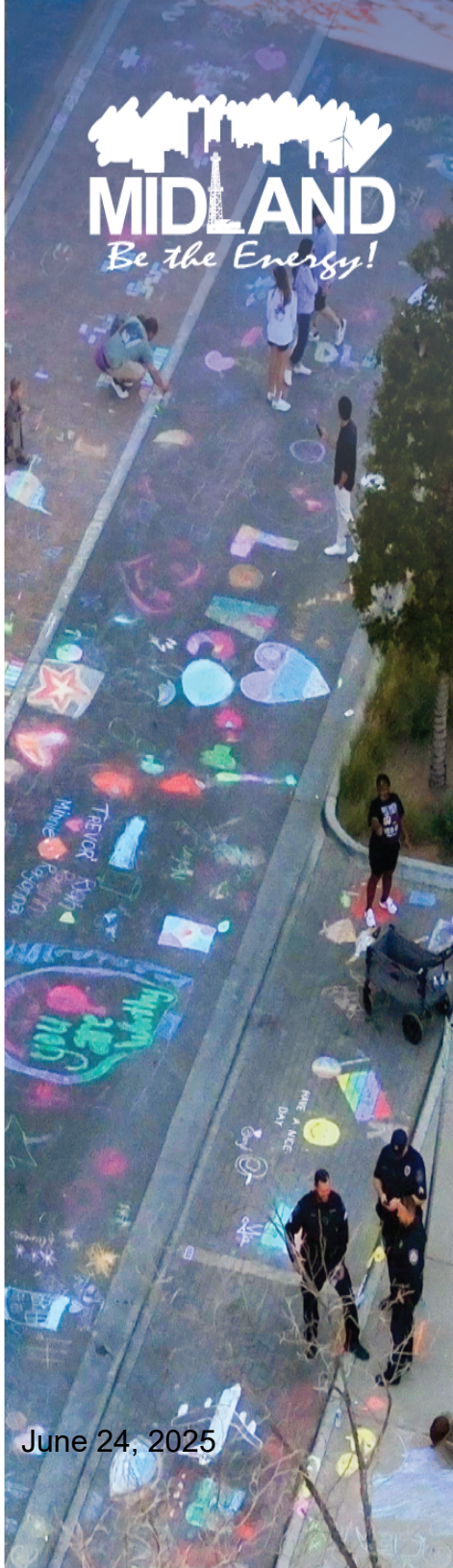
COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area
- **Supported Uses:**
- This is a special study area and there are no policies established for this location.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on June 2, 2025.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 21

Meeting Date: June 10, 2025, June 24, 2025

To: City Council / City Manager

From: Lori Elliott, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 16, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NEELY AVENUE AND NORTH BIG SPRING STREET), BY PERMITTING A REDUCED FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Puretex Construction, on behalf of Jerry Morales, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.05 – Nonresidential Zoning District Dimensional Regulations Chart, to permit a reduced front yard setback on the east side of the property to allow for the addition of an outdoor patio at a property located at 2407 North Big Spring Street.

Recommended City Council Action:

Approval

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The subject property is zoned RR, Regional Retal District. Per Section 5.05 – Nonresidential Zoning District Dimensional Regulations Chart, the minimum front yard setback requirement is fifteen (15') feet for the RR, Regional Retail District. The applicant would like to reduce the front yard setback to zero feet (0') to allow for the addition of an outdoor patio.

The applicant, is requesting this special exception in order to build an outdoor patio seating area for a restaurant located at 2407 North Big Spring Street. However, with the front yard setback for RR, Regional Retail District being 15 feet, it is not currently possible to do so. With a reduced front yard setback of 0 feet, the applicant would be allowed to make the outdoor patio addition.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code Compliance: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Oil & Gas: (Approved)

No Oil & Gas issues for Zoning.

Planning (Approved):

The 15-foot minimum front yard setback for RR, Regional Retail District does not allow for the applicants request to make an addition for an outdoor patio at their restaurant. Granting this special exception would reduce the front yard set back to 0 feet and therefore allow for the applicant to make the outdoor patio addition while also being in compliance.

Staff recommends approval of this request, subject to the following special conditions:

Conditions:

A. **That the minimum front yard setback shall be zero feet (0').**

B. **That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.**

Letters of Objection:

Staff has not received any letters of objection as of June 6, 2025.

Attachments:

Exhibit A
Application
Maps
PowerPoint

Jose E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 16, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NEELY AVENUE AND NORTH BIG SPRING STREET), BY PERMITTING A REDUCED FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 1, Block 16, Kelview Heights Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced front yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum front yard setback shall be zero feet (0').

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading

on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

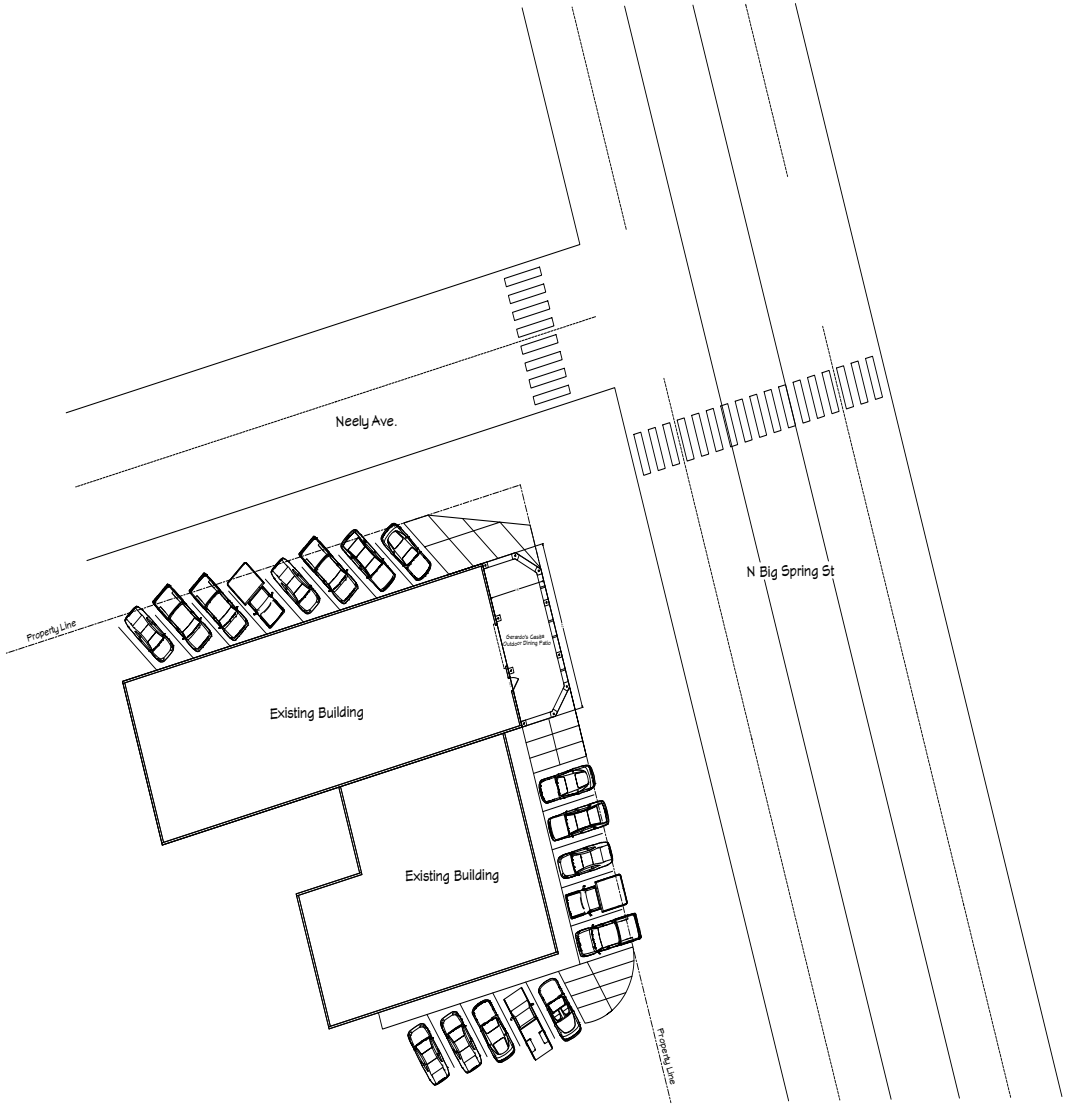
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A



North
West
East
South

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

Site Plan

Gerardo's Casita Patio
PureTex Construction LLC

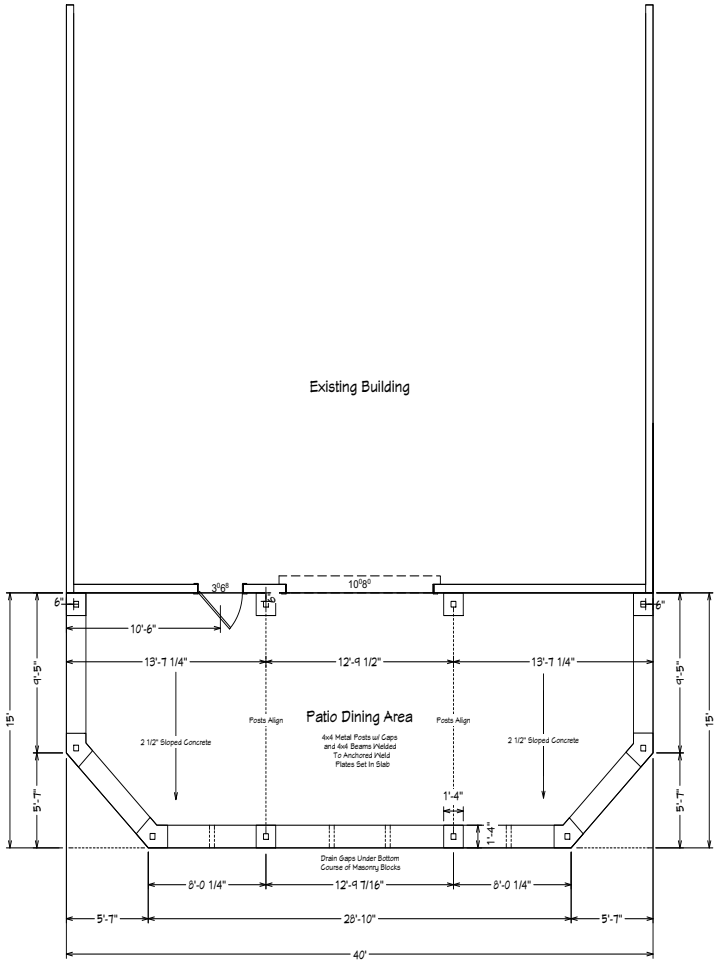
DRAWINGS PROVIDED BY:
Hull Investments LLC

DATE:
5/5/2025

SCALE:
1/16" = 1'

SHEET:
P-1

EXHIBIT A (cont'd)



REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

Gerardo's Casita
Puretex Construction

DRAWINGS PROVIDED BY:
Hull Investments LLC

DATE:
4/7/2025

SCALE:
1/4" = 1'

SHEET:
P-1

MIDLAND
Planning Division

Special Exception Application

Project Number:
Case Number: E-25-0138

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: ISAAC REYE - PURETEX CONSTRUCTION		Phone (432) 813-7307 Email isaac@puretexconstruction.com	
Address 1308 MANOR ST.	City MIDLAND	State TX	Zip 79703

Property Owner Printed Name: Morales Felipe M Family LP		Phone (432) 889 1706 Email MoralesJerry007@gmail.com	
Address 2403 N. Big Spring ST	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 2407 N. BIG SPRING ST. MIDLAND, TX. 79705

Legal Description
Lot: Block: Subdivision:

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☒ The addition of architectural or other projections of a minor extent.

Reason for Request: WE ARE WANTING TO ADD AN OUTSIDE PATIO DINING ARRA - DUE TO THE PROPERTY LINES WE NEED BUILD RIGHT ON THE EASTERN PROPERTY LINE TOWARDS BIG SPRING ST.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland' ($500.00)
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Isaac B. Reyes — Date: 4/2/2025

Applicant (printed): ISAAC REYES

Property Owner (signature): Jerry F Morales — Date: 4-1-2025

Property Owner (printed): JERRY F MORALES

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Isaac Reyes who, being by me duly sworn, upon oath says: That (s)he is authorized by Jerry Morales, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Jerry F Morales
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 3 day of April, 2025, to certify which witness my hand and seal of office.

KIM JAMES
Notary ID #124453992
My Commission Expires
February 6, 2027

Kim James
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

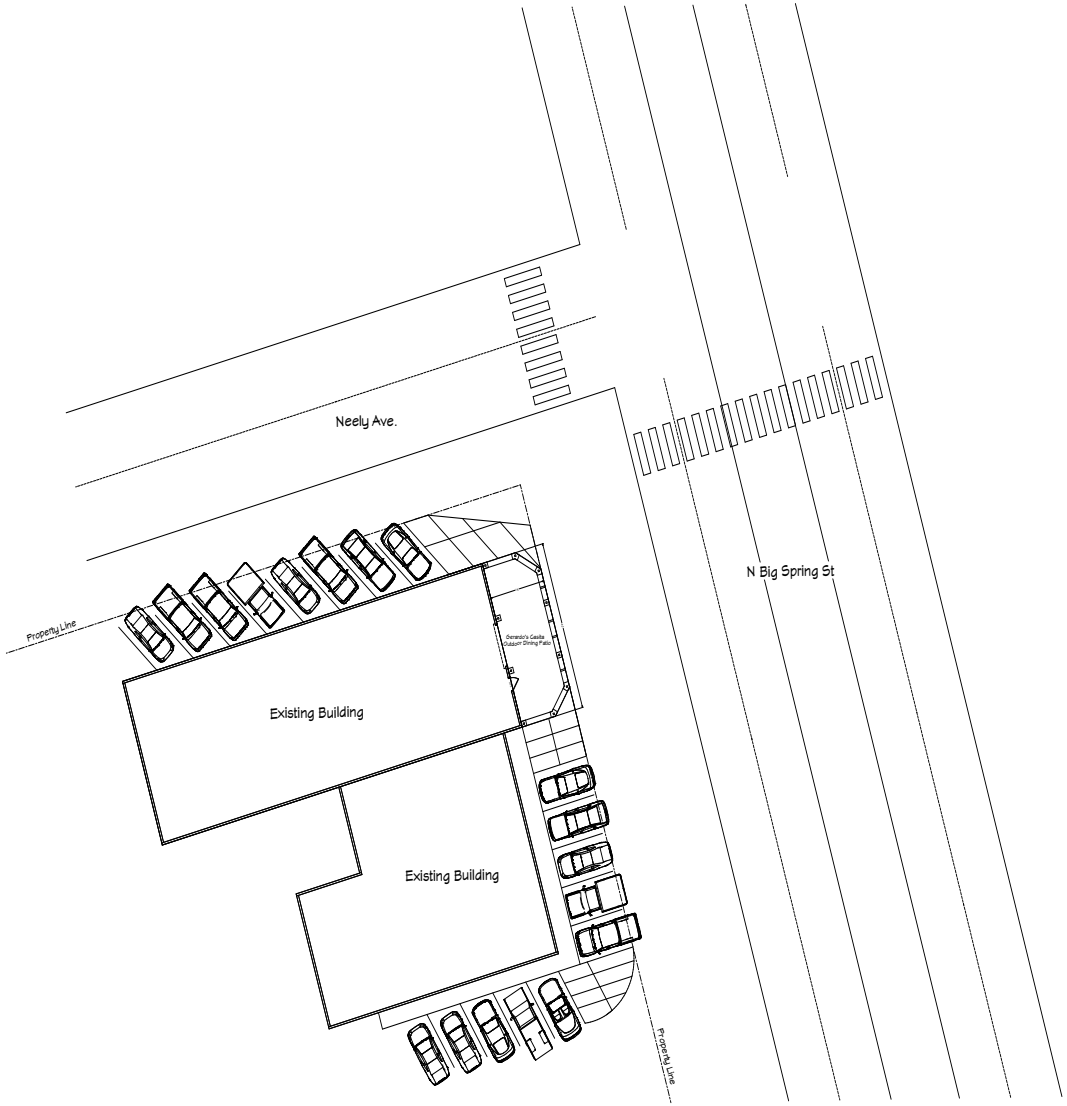
FOR OFFICE USE ONLY

☐ Property Owner Authorization
☐ Application Fee
Check #_____
☐ Dimensioned Site Plan
☐ Plans in Digital Format (PDF/JPEG)

Received By: Date: RECEIVED MAY 7 2025

Initial:_____

Application will not be considered for scheduling until reviewed by a planner.



North
West
East
South

PACKET

19.11

June 24, 2025

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

Site Plan

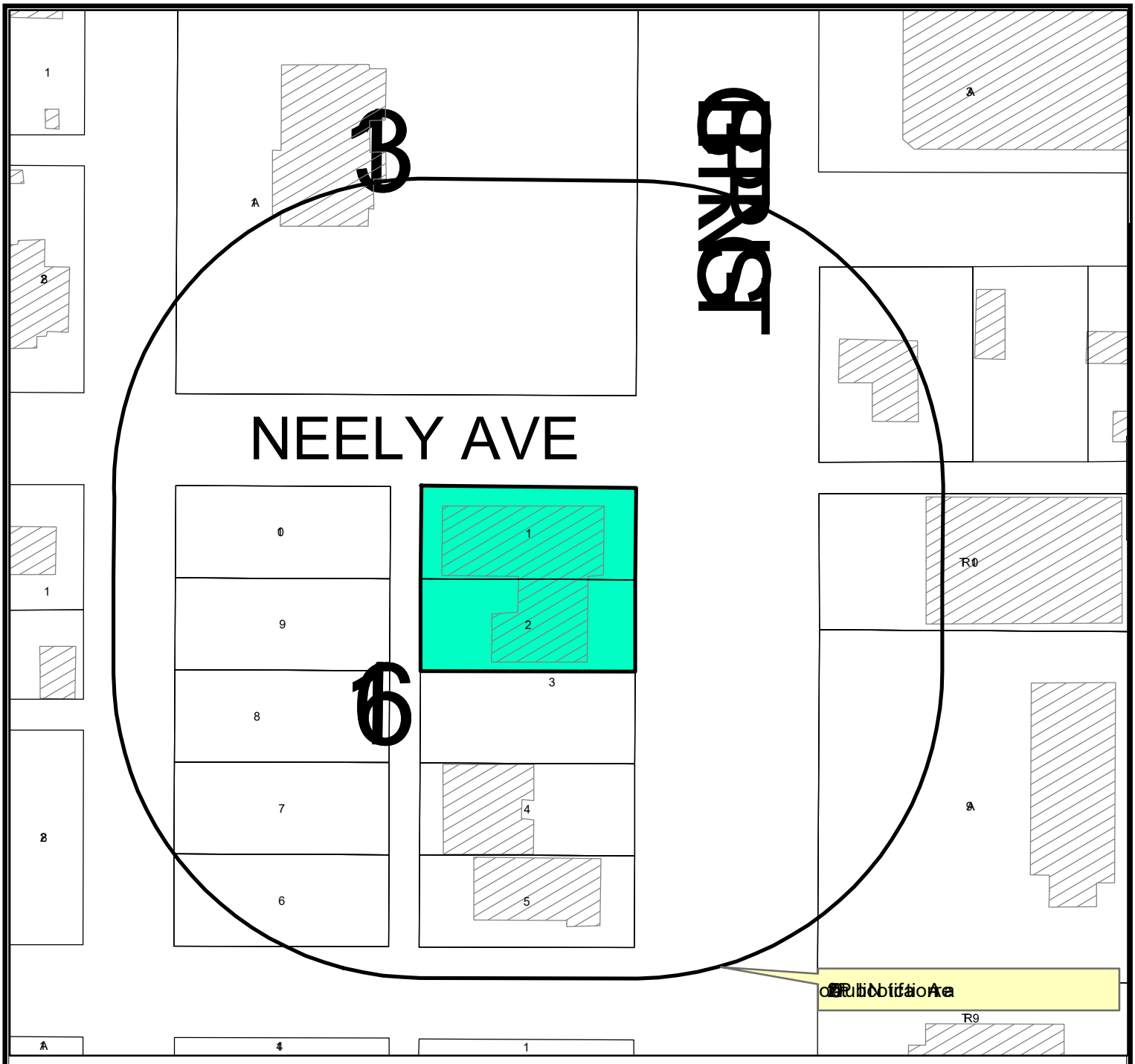
Gerardo's Casita Patio
PureTex Construction LLC

DRAWINGS PROVIDED BY:
Hull Investments LLC

DATE:
5/5/2025

SCALE:
1/16" = 1'

SHEET:
P-1



Location Map

E-25-0138

Scale: 1" = 1,117'

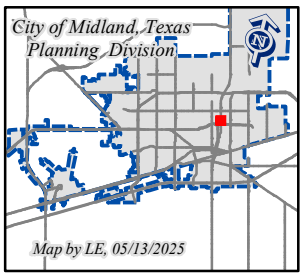
Consider Rezoning Construction of a Specific Portion of the City of Midland Zoning Ordinance, Residential Zoning District Dimensional Regulations, to allow reduced minimum yield lot sizes of Highlight Additional County Midland, Generally the southwest corner of intersection of Neely Avenue and Spring Street, Council District 3

LEGEND

CITY LIMITS

PARCEL

PRIVATE BLDGS



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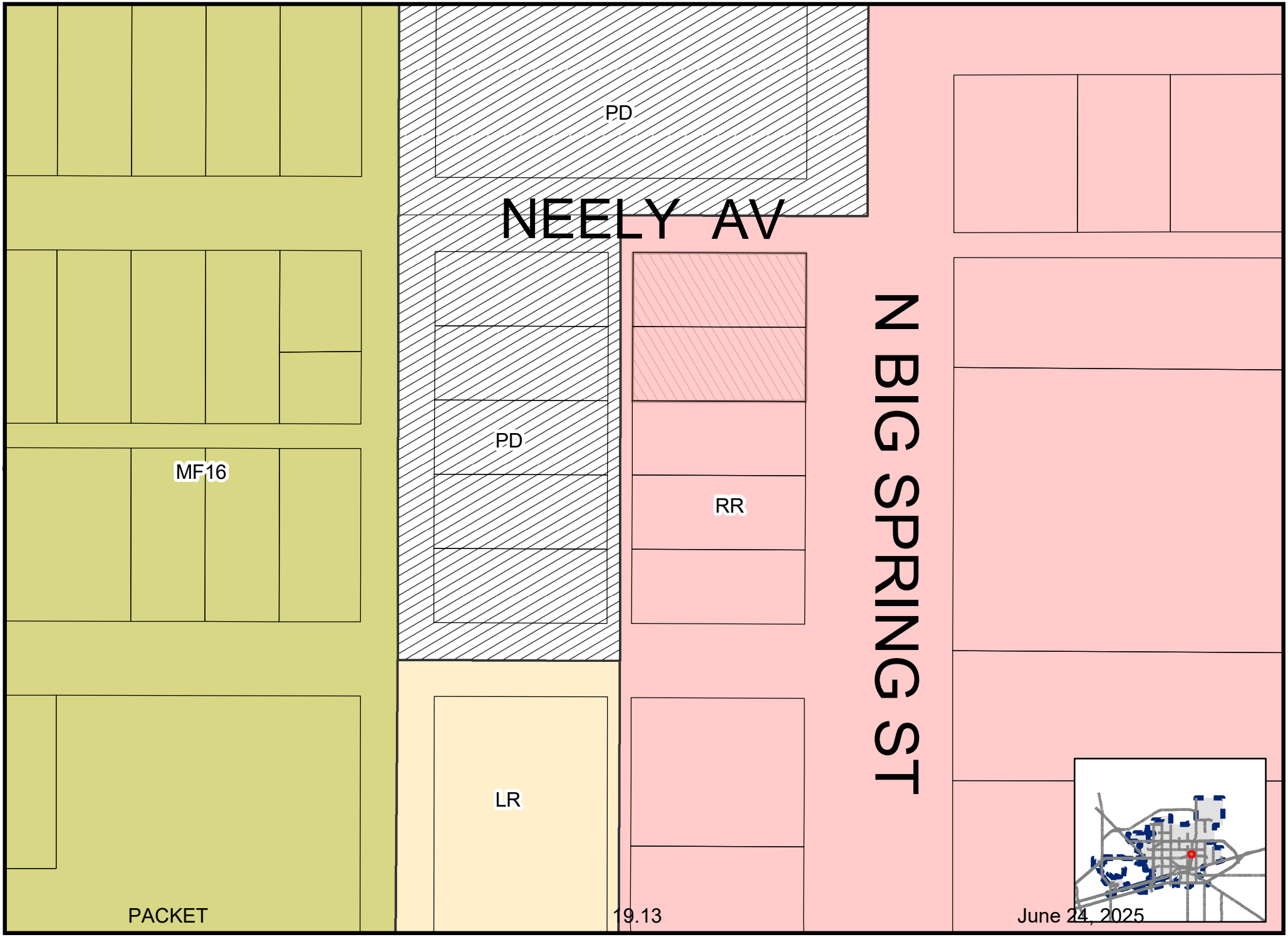
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ABSTRACT NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

19.12

June 24, 2025



Map by LE, 05/13/2025

E-25-0138

Scale: 1" = 1,165'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

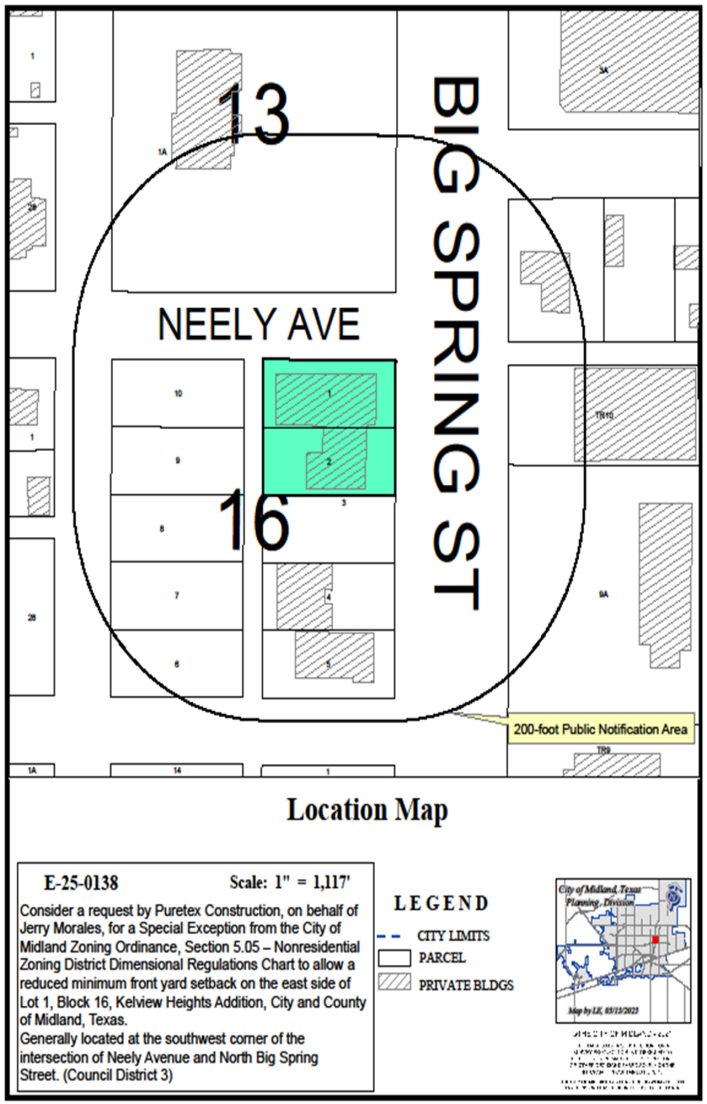
NEELY AVE
N BIG SPRING ST
16

Gerard's

MIDLAND
Be the Energy!
SPECIAL EXCEPTION
GERARDO'S CASITA
Visit Our Website
MIDLANDTEXAS.GOV

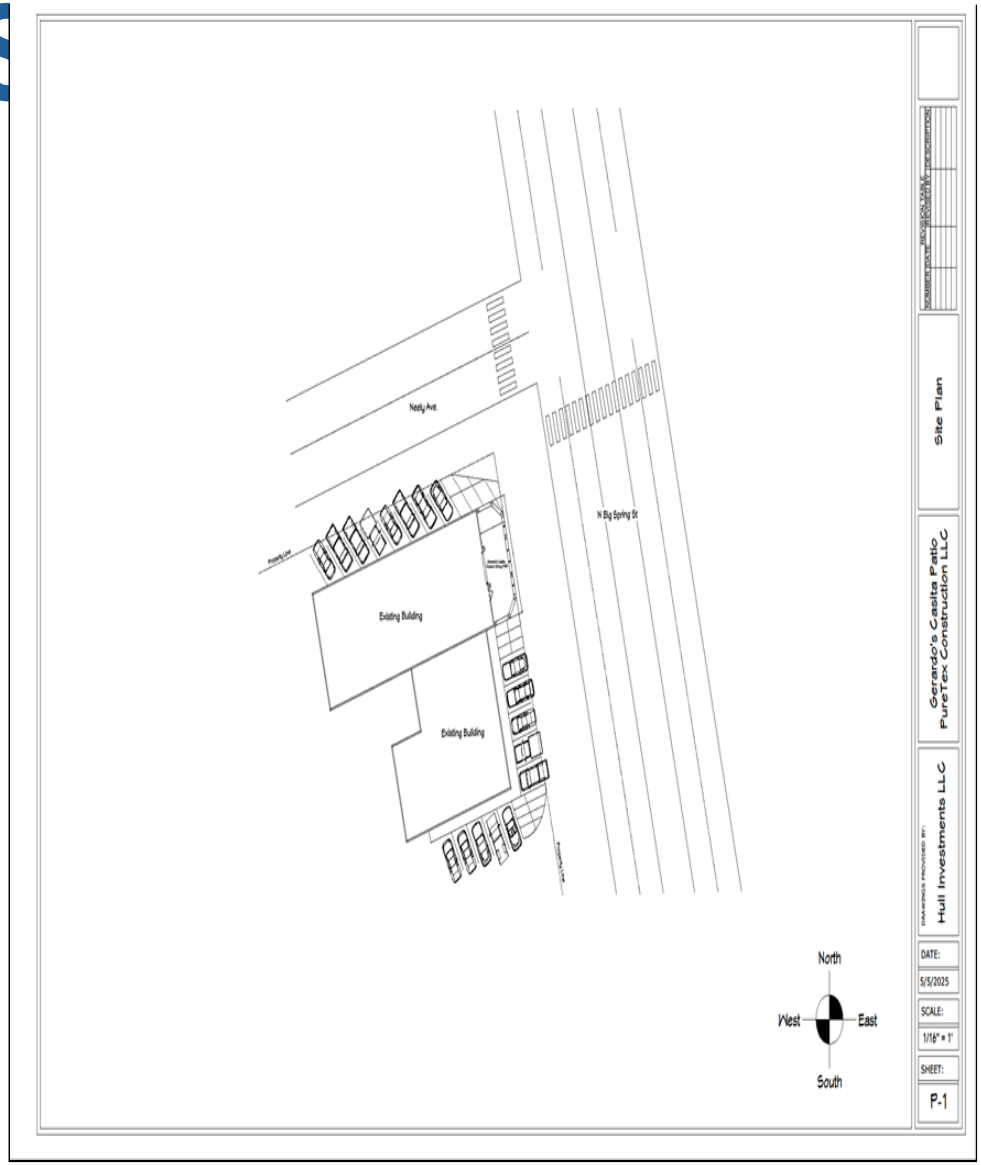
APPLICATION SUMMARY

- **Applicant:** Isaac Reyes, Puretex Construction
- **Property Owner:** Felipe M. Morales Family LP (Jerry Morales)
- **Representative:** Isaac Reyes, Puretex Construction
- **Location:** 2407 North Big Spring Street
- **Reason for Request:** to reduce minimum front yard setback required to allow for the addition of an outdoor patio



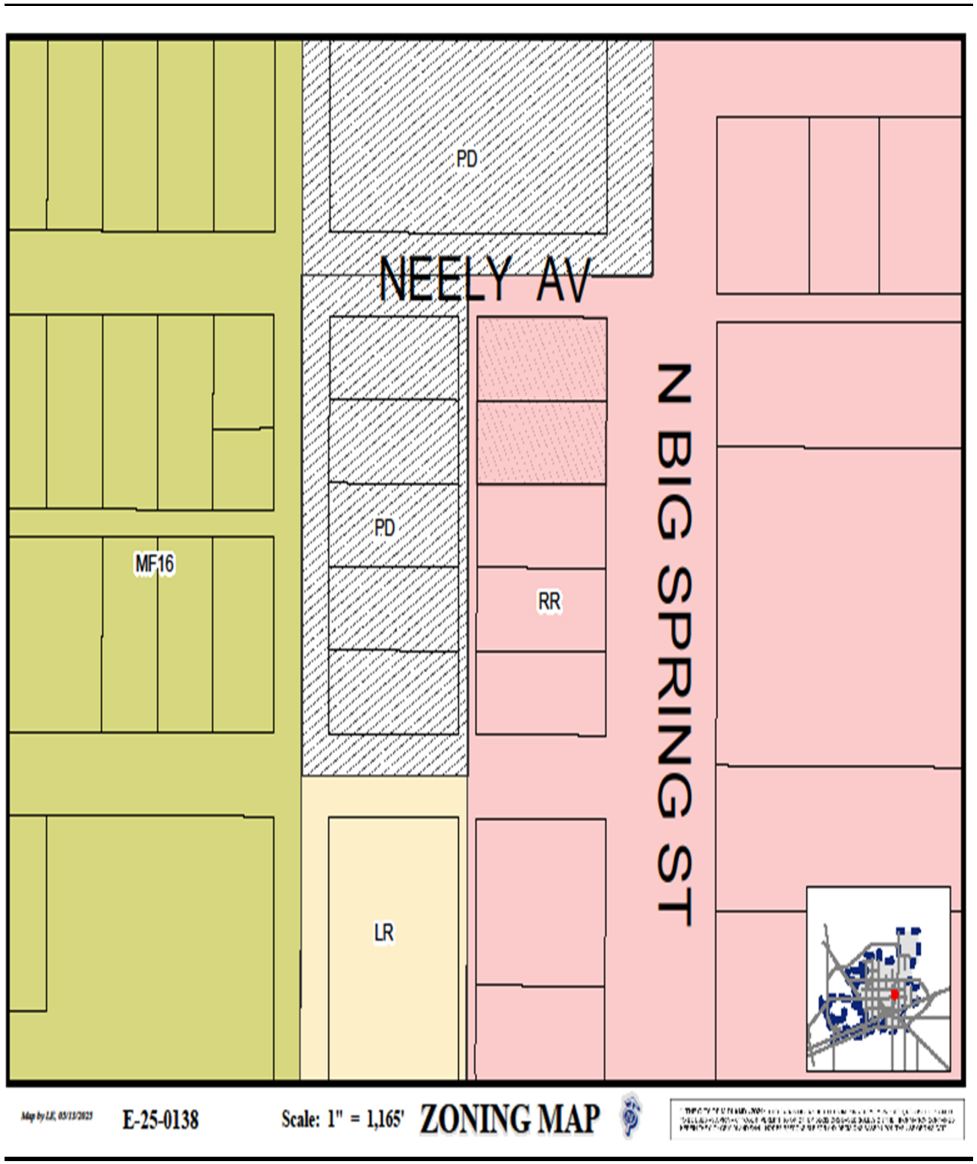
DETAILS OF REQUES

- **Code Requirement:** Section 5.05- Nonresidential Zoning Dimensional Regulations Chart: minimum front yard setback requirement is fifteen (15') feet for RR, Regional Retail District
- **Variance Requested:** Applicant requests minimum front yard setback of zero (0') feet



ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/West:** PD, Planned Development District
  - **South:** RR, Regional Retail District, and LR, Local Retail District
  - **East:** RR, Regional Retail District



LAND USE

- **Current Use:** Restaurant
- **Surrounding Uses:**
  - **North:** Restaurant
  - **South:** Office buildings
  - **East:** Gas station
  - **West:** Vacant lots
- **Proposed Use:** Restaurant

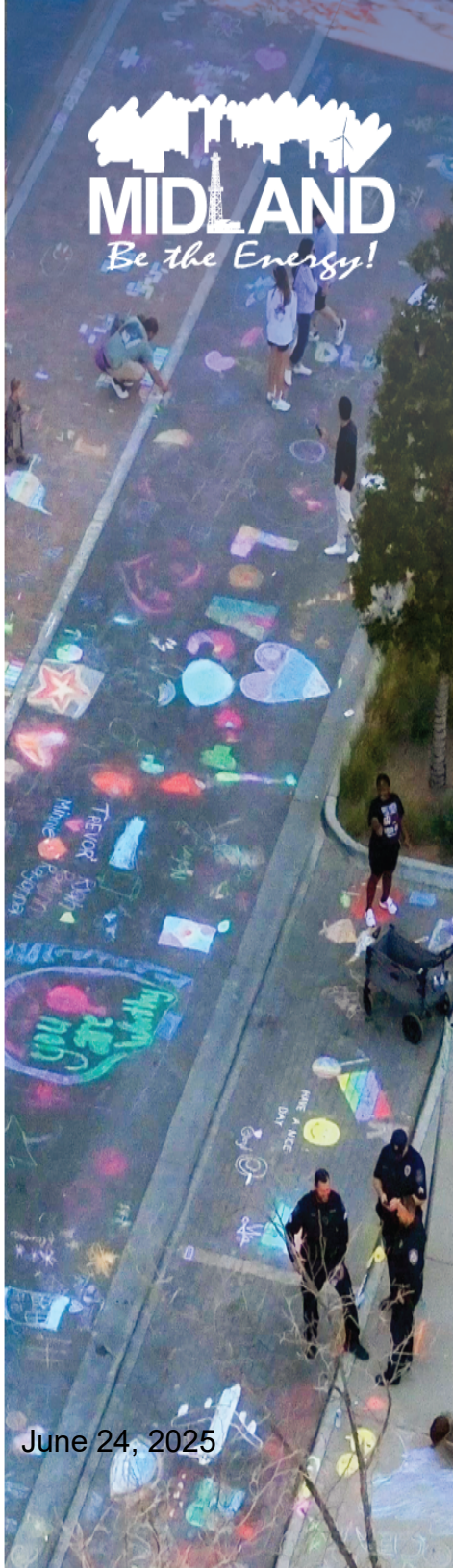
On Big Spring Street, Looking West

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the minimum front yard setback shall be zero feet (0').

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 20

Meeting Date: June 10, 2025, June 24, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 10, BLOCK 1, TEXLAND ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF TEXLAND CIRCLE, APPROXIMATELY 295 FEET WEST OF NORTH GARFIELD STREET), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Miles Hartman, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 Accessory Building and Uses, to allow for an increase in the amount of accessory buildings for a property located at 2503 Texland Circle.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property, located at 2503 Texland Circle, is currently the site of a single-family residence. The applicant is requesting a special exception to exceed the maximum allowed

number of accessory buildings on the property. The proposed development includes the construction of a 28-foot by 28-foot patio, intended to provide shade and enhance the privacy for the applicant from the residence being constructed to the east of the subject property.

Per our City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses *Table 5: Residential Accessory Building Requirements,* the maximum allowed number of accessory buildings for lots 22,000 square feet and up to 5-acres is three. This property is allowed to have three accessory structures, which it currently has. The new accessory structure will exceed the allowable amount. Therefore, this special exception is required for the approval of the building permit.

Multiple lots within the same subdivision exceed the allowed number of accessory buildings. This subdivision consists of larger lots that provide more flexibility and space for accessory uses, while also remaining compliant by not having the total square footage of the combined accessory uses exceed 10% of the property.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Oil & Gas Review (Approved)

No Oil & Gas issues.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objections.

Planning (Approved):

Staff recommends approval of this request, as it will not adversely impact the safety, comfort, or well-being of the area's occupants, who currently benefit from the same allowances

regarding the number of secondary structures.

Staff recommends approval of this request subject to conditions A and B.

Conditions:

A. **That the maximum number of accessory buildings on the Property shall be limited to four; provided, however, that the maximum building area coverage shall not exceed 10 percent of the Property.**

B. **That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.**

Letters of Objection:

Staff has not received any letters of objection as of May 30, 2025.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Jose E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 10, BLOCK 1, TEXLAND ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF TEXLAND CIRCLE, APPROXIMATELY 295 FEET WEST OF NORTH GARFIELD STREET), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 10, Block 1, Texland Estates, City and County of Midland, Texas (the

"Property"). Said special exception shall allow an increased maximum number of accessory buildings.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the maximum number of accessory buildings on the Property shall be limited to four; provided, however, that the maximum building area coverage shall not exceed 10 percent of the Property.

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading

on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

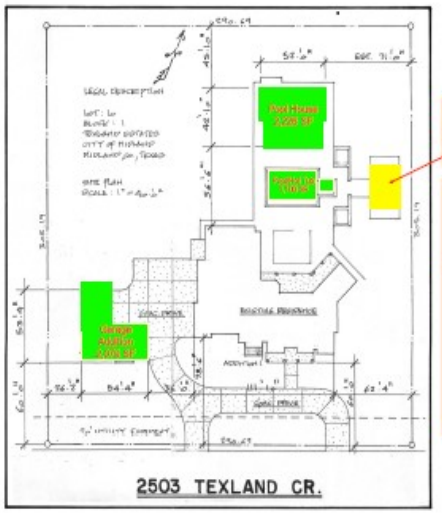
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A



Proposed Grill and Shade Area
28x28
784 SF

Total Property SF
305.19 x 290.69 = 88,716 SF

10% of Property in SF = 8,872 SF

Total SF of Existing Accessory Buildings
5,405 SF

Total SF of Accessory Buildings Including Proposed Addition
6,188 SF

Existing Building

Proposed Building

N.B.F. 8-24 | SITE PLAN | RASNICK HOMES | 2503 TEXLAND CR. | HARTMAN POOL HOUSE | 2 OF 2

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: E-25-0126

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: MILES HARTMAN		Phone (432) 288-5123 Email miles.hartman@gmail.com	
Address 2503 TEXLAND CIR	City MIDLAND	State TX	Zip 79705

Property Owner Printed Name: MILES HARTMAN		Phone (432) 288-5123 Email miles.hartman@gmail.com	
Address 2503 TEXLAND CIR	City MIDLAND	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 2503 TEXLAND CIR

Legal Description
Lot: 010 Block: 001 Subdivision: TEXLAND ESTATES

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: TO ADD AN OPEN AIR STRUCTURE WITH ROOF FOR SHADE AND PRIVACY PURPOSES.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland' ($500.00)
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Miles C. Hartman	Date: 3/25/25
Applicant (printed): MILES HARTMAN	
Property Owner (signature): Miles C. Hartman	Date: 3/25/25
Property Owner (printed) : MILES HARTMAN	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

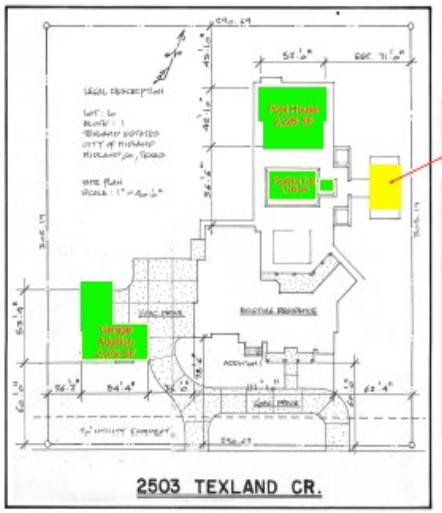
☑ Property Owner Authorization
☑ Application Fee
Check # 328

☑ Dimensioned Site Plan
☑ Plans in Digital Format (PDF/JPEG)

Received By: Beatrice Pigrel	Date:

RECEIVED
MAR 27 2025
Initial _____

****Application will not be considered for scheduling until reviewed by a planner.****



Proposed Grill and Shade Area
28x28
784 SF

Total Property SF
305.19 x 290.69 = 88,716 SF

10% of Property in SF = 8,872 SF

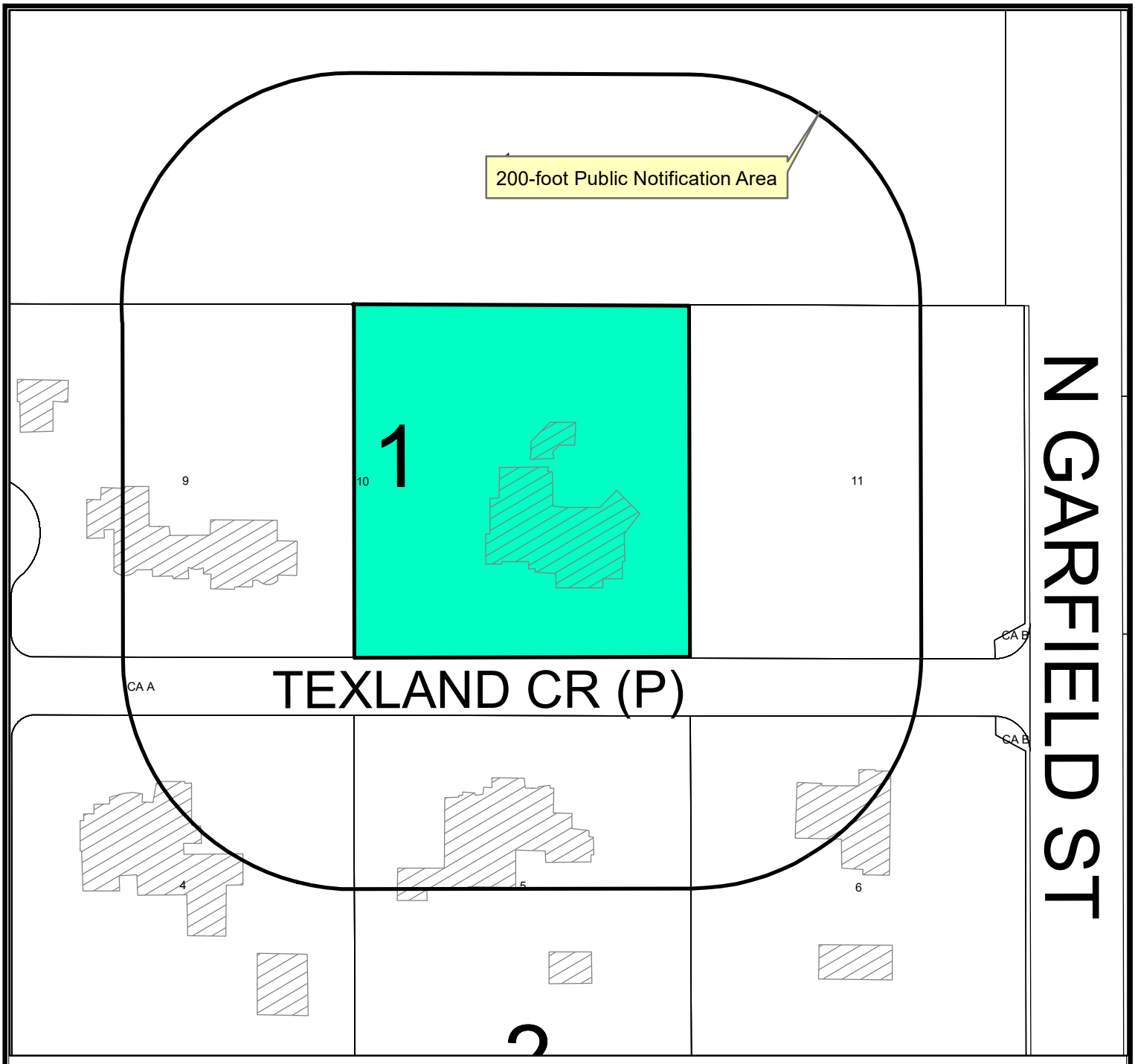
Total SF of Existing Accessory Buildings
5,405 SF

Total SF of Accessory Buildings Including Proposed Addition
6,188 SF

Existing Building

Proposed Building

N.B.F. 8-24 | SITE PLAN | RASNICK HOMES | 2503 TEXLAND CR. | HARTMAN POOL HOUSE | 2 OF 2



Location Map

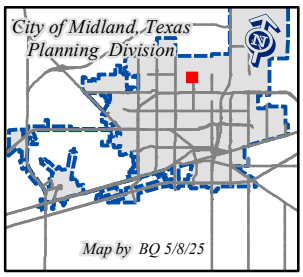
E-25-0136 **Scale: 1" = 800'**

Consider a request by Miles Hartman for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, to permit an accessory structure that exceeds the maximum allowable accessory structures on Lot 10, Block 1, Texland Estates, City and County of Midland, Texas.

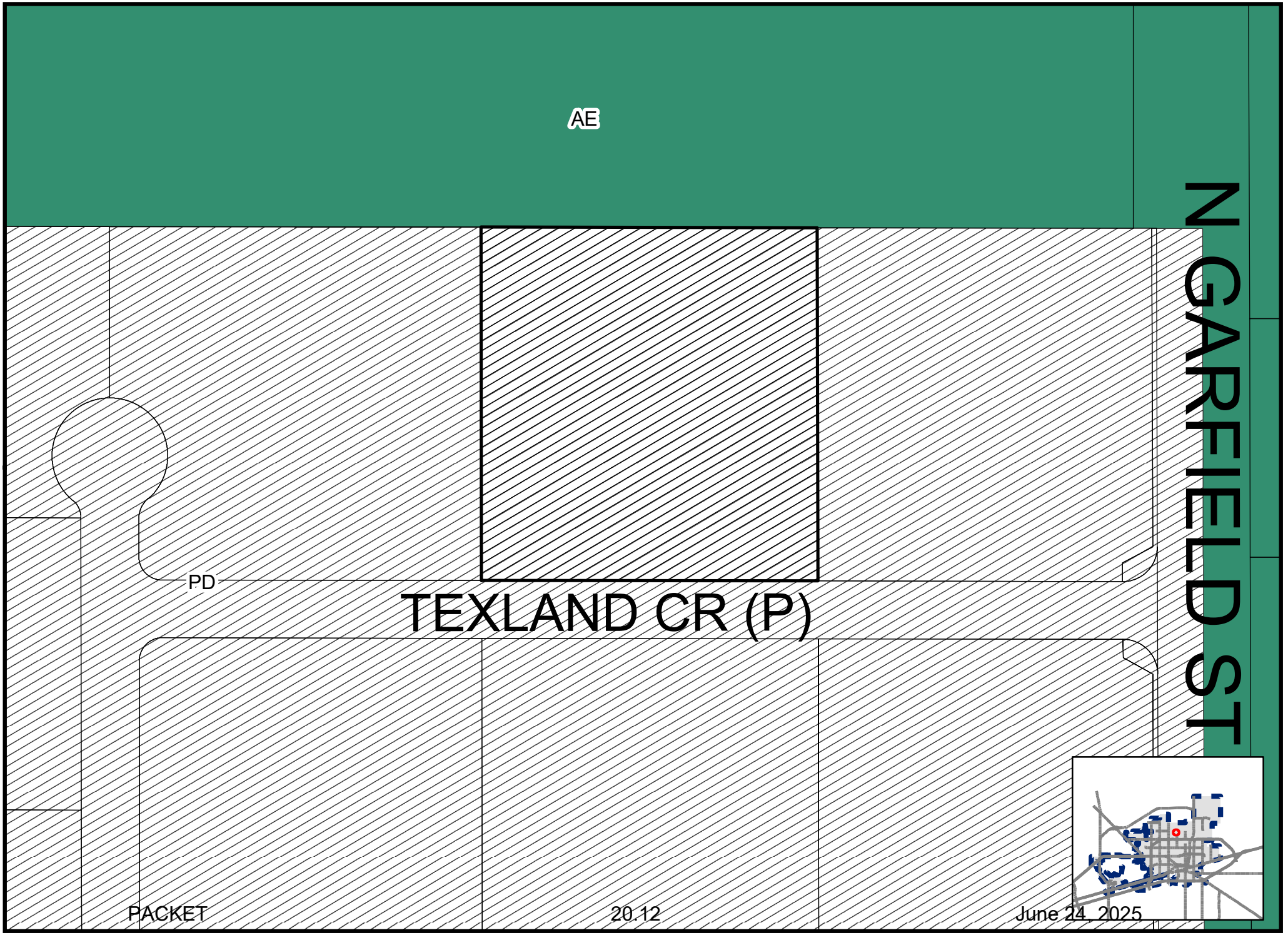
Generally located on the north side of Texland Circle approximately 293 feet west of North Garfield Street. (District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



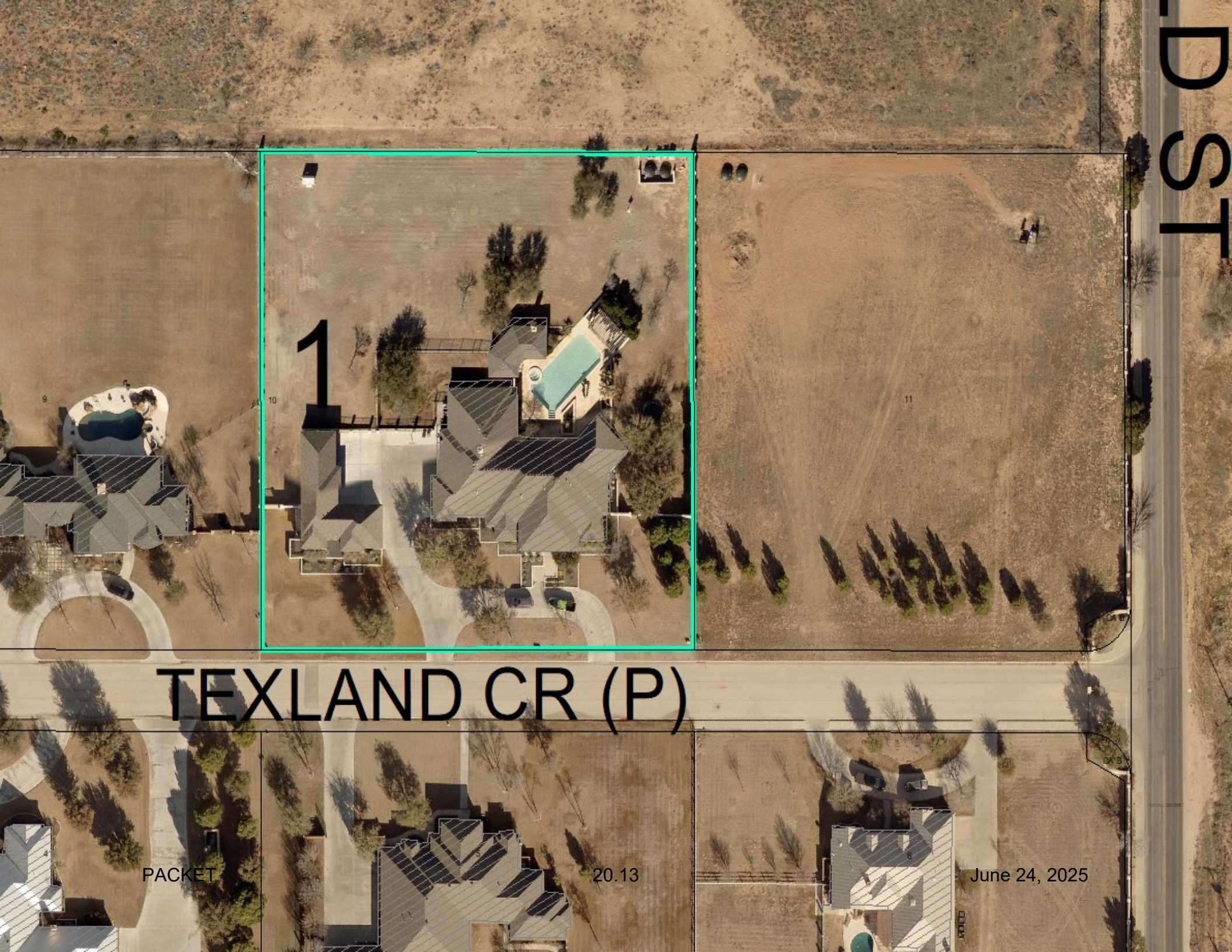
Map by BQ,05/08/25

Z-25-0136

Scale: 1" = 1000'

ZONING MAP

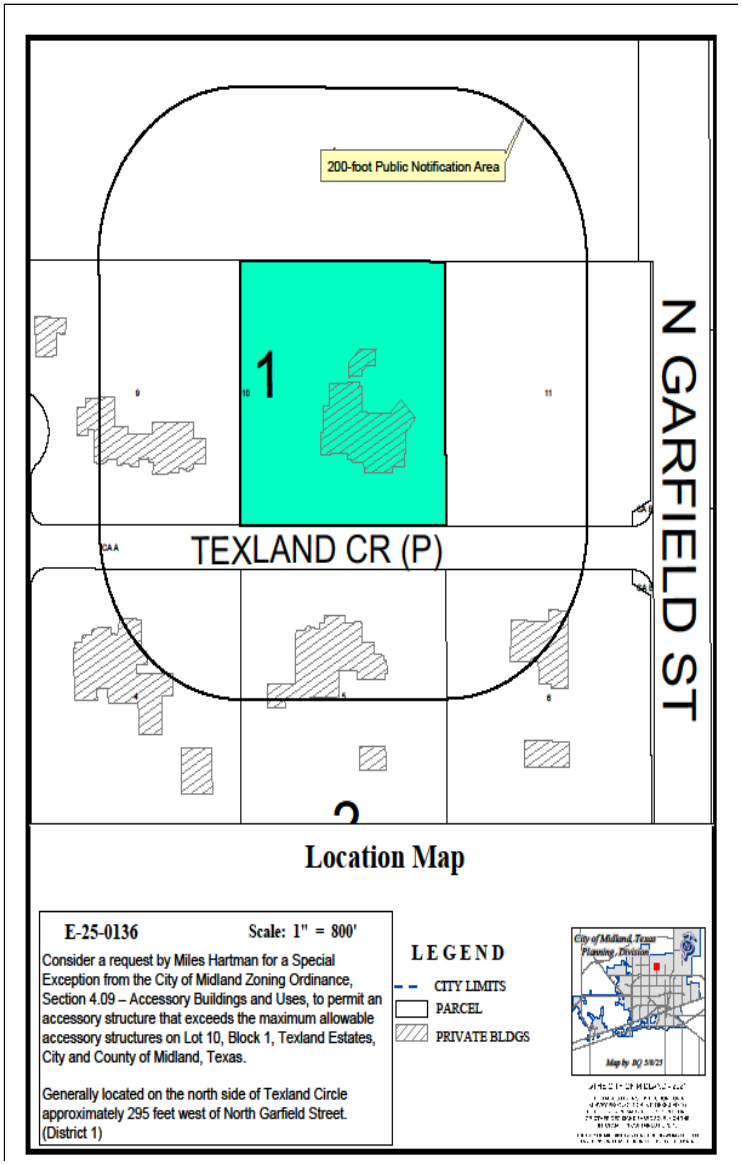
© **THE CITY OF MIDLAND - 2021:** THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


1
TEXLAND CR (P)

MIDLAND
Be the Energy!
SPECIAL EXCEPTION
2503 TEXLAND CIR
Visit Our Website
MIDLANDTEXAS.GOV

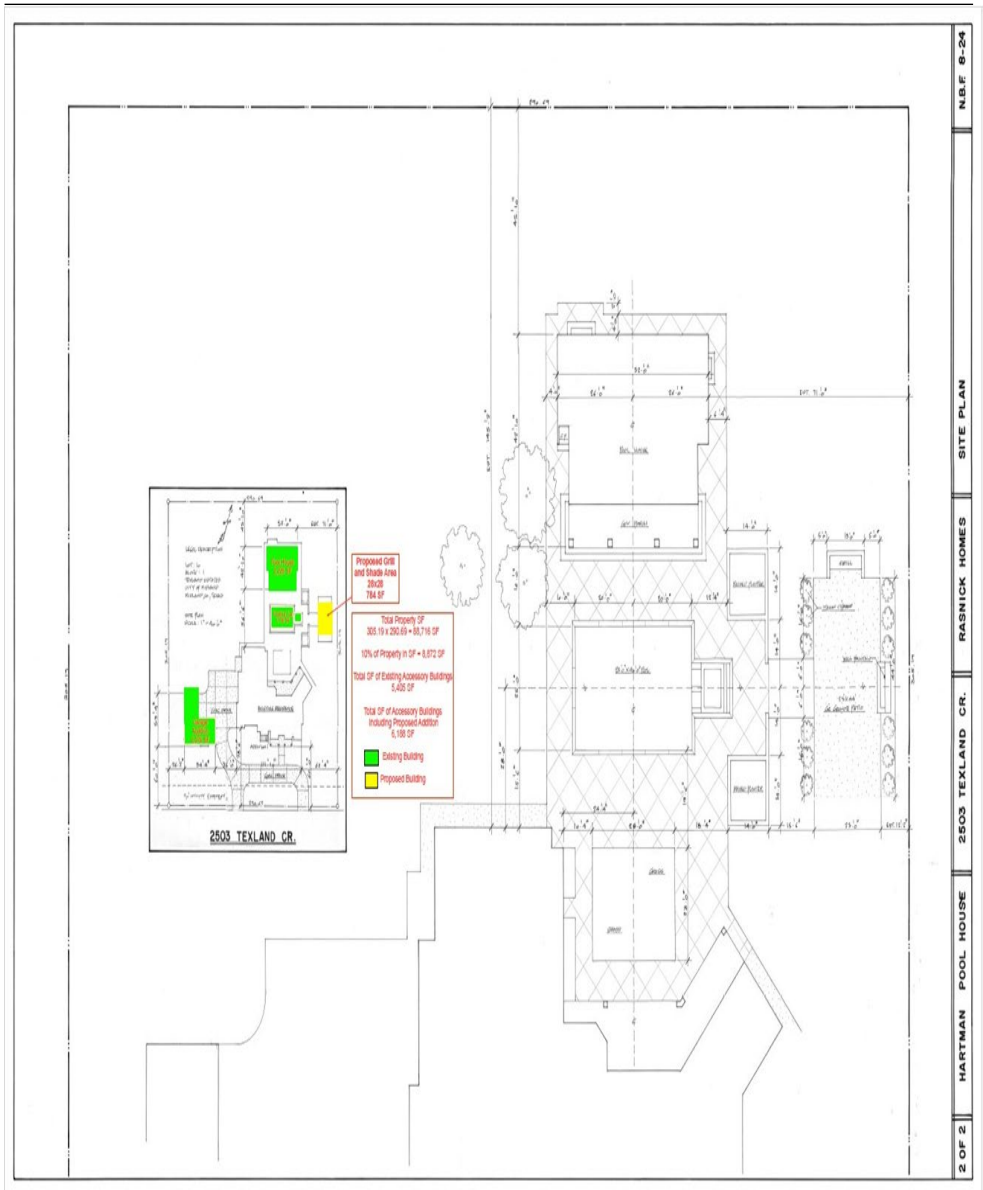
APPLICATION SUMMARY

- **Applicant:** Miles Hartman
- **Property Owner:** Miles Hartman
  Location: 2503 Texland Cir (District 1)
- **Reason for Request:** To permit a total of four (4) accessory buildings on the property.



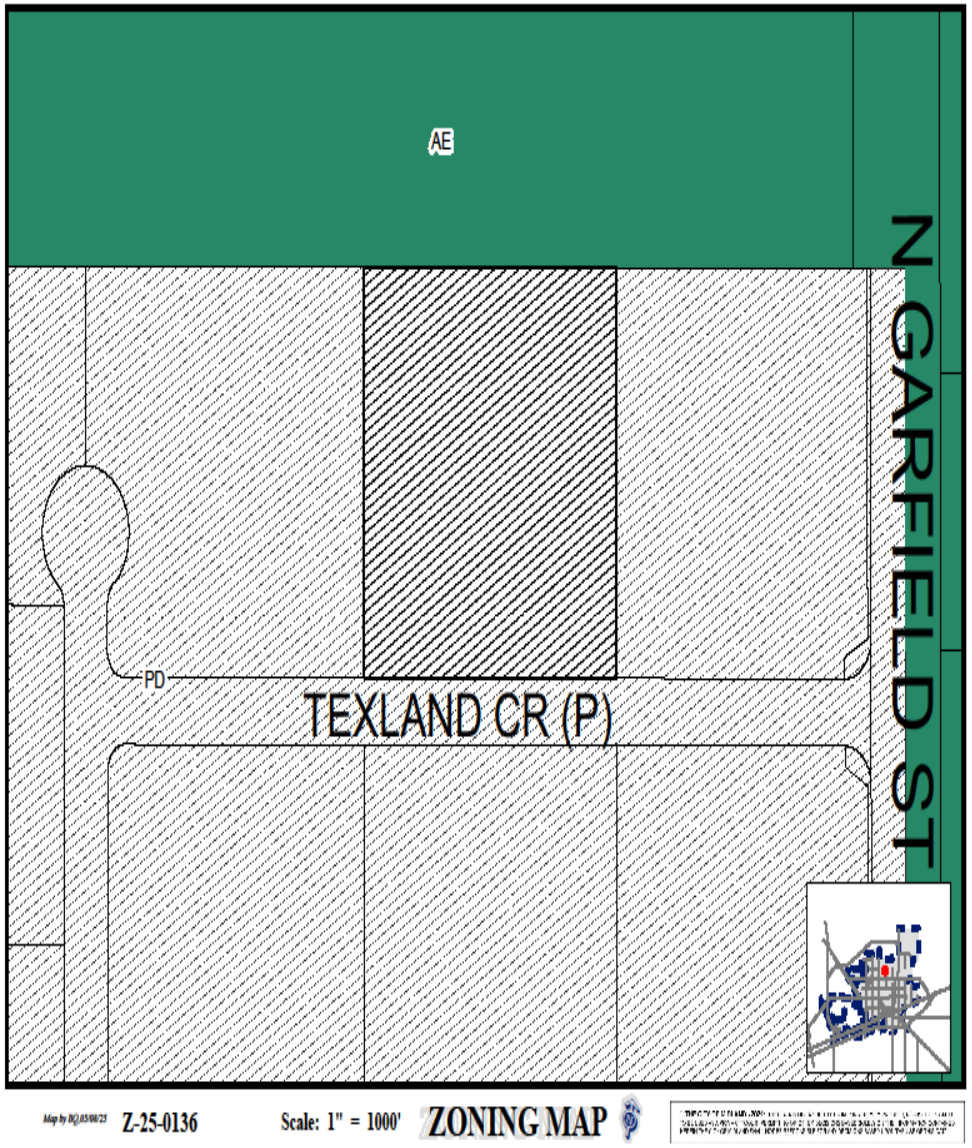
DETAILS OF REQUEST

- **Code Requirement:** Maximum of three Accessory Buildings
- **Variance Requested:** An additional accessory building (4)



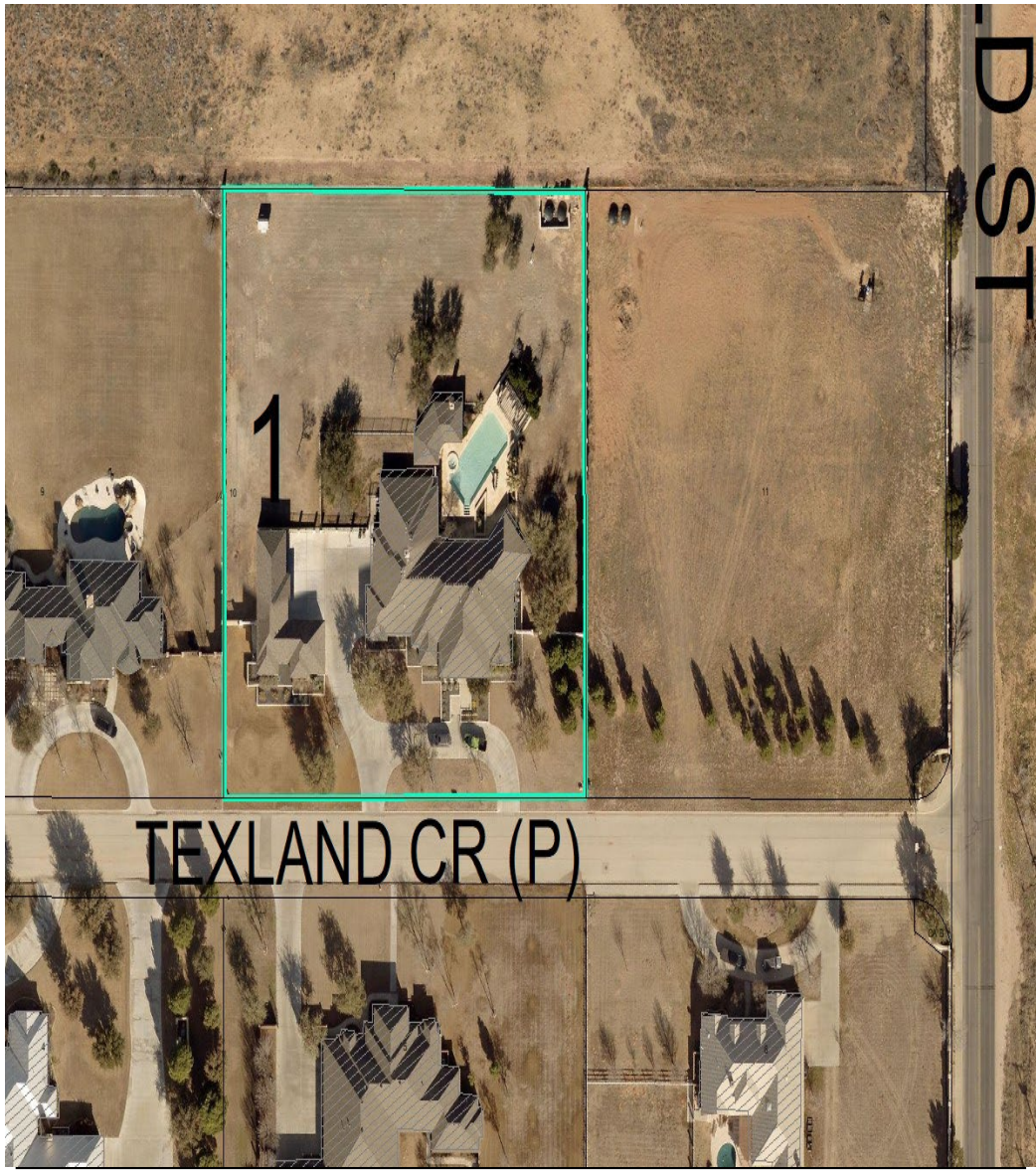
ZONING

- **Current Zoning**: PD, Planned Development District, Housing Development
- **Surrounding Zoning**:
  - **South/West**: PD, Planned Development District
  - **North**: AE, Agricultural Estate District
  - **East**: AE, Agricultural Estate,& PD, Planned Development District



LAND USE

- **Current Use of the Property:** Residential
- **Surrounding Uses**:
  - **South/East/West**: Residential
  - **North:** Vacant



On Texland Circle , Looking west.

STAFF'S RECOMMENDATION

- No objections received.
- Staff recommends approval of this Special Exception subject to the following conditions:

A. That the maximum number of accessory buildings on the Property shall be limited to four; provided, however, that the maximum building area coverage shall not exceed 10 percent of the Property.

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 21

Meeting Date: June 10, 2025, June 24, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 8, 9, AND 10, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MADISON STREET, APPROXIMATELY 120 FEET SOUTH OF EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Obsidian Reality is requesting a Zone Change from MF-22, Multi-Family Dwelling District, to SF-3, Single-Family Dwelling District, for the construction of single-family homes on three properties at 202, 204, and 206 North Madison Street.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

MF-22, Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

The adjacent lots to the west and south are zoned MF-22, Multiple-Family Dwelling District, and consist of vacant lots and single-family housing. The lots to the north and east are a combination of MF-22, Multiple-Family Dwelling District and SF-3, Single-Family Dwelling District, and consist of vacant lots and single-family housing.

Analysis:

The applicant is seeking this zone change in in order to construct single-family homes, which is not allowed in the MF-22, Multiple-Family Dwelling District. These vacant lots are located in a residential neighborhood that is developed with single-family homes. Changing this zoning would help the future residential development of this area. These lots meet the requirements for the SF-3, Single-Family Dwelling District.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban Residential-Medium (UR-M). This designation calls for any single-family zoning district.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas issues for Zoning.

Engineering: (Approved)

No objection to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. Our staff has examined the FEMA flood map and it appears that this property lies entirely within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of

finish construction will be required for the Certificate of Occupancy. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

Staff recommends the approval of this request for an initial zoning of MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 30, 2025, Staff has not received any letters of objection.

Attachments:

Application
Site Plan
Maps
Aerial
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 8, 9, AND 10, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MADISON STREET, APPROXIMATELY 120 FEET SOUTH OF EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 8, 9, and 10, Block 21, Moody Addition, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Obsidian Realty		Phone (432) 889-7437 Email ArchieWilliams2004@yahoo	
Address 206 N Madison	City Midland	State Tx	Zip 79701
Property Owner Printed Name: Obsidian Realty		Phone (432) 889-7437 Email ArchieWilliams2004@yahoo	
Address 426 W Shandon	City Midland	State Tx	Zip 79705
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 206 N Madison

Legal Description
Lot: 10 Block: 21 Subdivision: Moody

Current Zoning: MF22

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: The city of Midland is forcing us to change the zoning.

Present Use of Property: Vacant lot

Proposed Use of Property: Residential house

How would this zone change affect the public health, safety and welfare? It wouldn't

Describe how conditions affecting the property have changed since present zoning designation: None

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0428

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Obsidian Realty		Phone (432) 889-7437 Email ArchieWilliams2004@yahoo	
Address 204 N Madison	City Midland	State Tx	Zip 79701

Property Owner Printed Name: Obsidian Realty		Phone (432) 889-7437 Email ArchieWilliams2004@yahoo	
Address 426 W Shandon	City Midland	State Tx	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 204 N Madison

Legal Description
Lot: 9 Block: 21 Subdivision: Moody

Current Zoning: MF22

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: The city of Midland is forcing us to change the zoning.

Present Use of Property: Vacant lot

Proposed Use of Property: Residential house

How would this zone change affect the public health, safety and welfare? It wouldn't

Describe how conditions affecting the property have changed since present zoning designation: None

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 4/29/25
Applicant (printed): Archie Williams JR	
Property Owner (signature):	Date: 4/29/25
Property Owner (printed) : Archie Williams JR	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # RECEIVED	
Received By: APR 30 2025	Date:

Initial:_____

Application will not be considered for scheduling until reviewed by a planner.

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-25-0427

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Obsidian Realty		Phone (432) 889-7437 Email ArchieWilliams2004@yahoo	
Address 202 N Madison	City Midland	State Tx	Zip 79701

Property Owner Printed Name: Obsidian Realty		Phone (432) 889-7437 Email ArchieWilliams2004@yahoo	
Address 426 W Shandon	City Midland	State Tx	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 202 N Madison

Legal Description
Lot: 8 Block: 21 Subdivision: Moody

Current Zoning: MF22

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: The City of Midland is forcing us to change the zoning.

Present Use of Property: Vacant lot

Proposed Use of Property: Residential house

How would this zone change affect the public health, safety and welfare? It wouldn't

Describe how conditions affecting the property have changed since present zoning designation: None

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Archie Williams	Date: 4/29/25
Applicant (printed): Archie Williams JR	
Property Owner (signature): Archie Williams	Date: 4/29/25
Property Owner (printed) : ARCHIE WILLIAMS JR	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization ☐ Dimensioned Site Plan

☐ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check #_____

RECEIVED
APR 30 2025

Received By: _____ Date:

Initial: _____

Application will not be considered for scheduling until reviewed by a planner.

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 4/29/25
Applicant (printed): Archie Williams	
Property Owner (signature):	Date: 4/29/25
Property Owner (printed) : Archie Williams SR	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

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STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

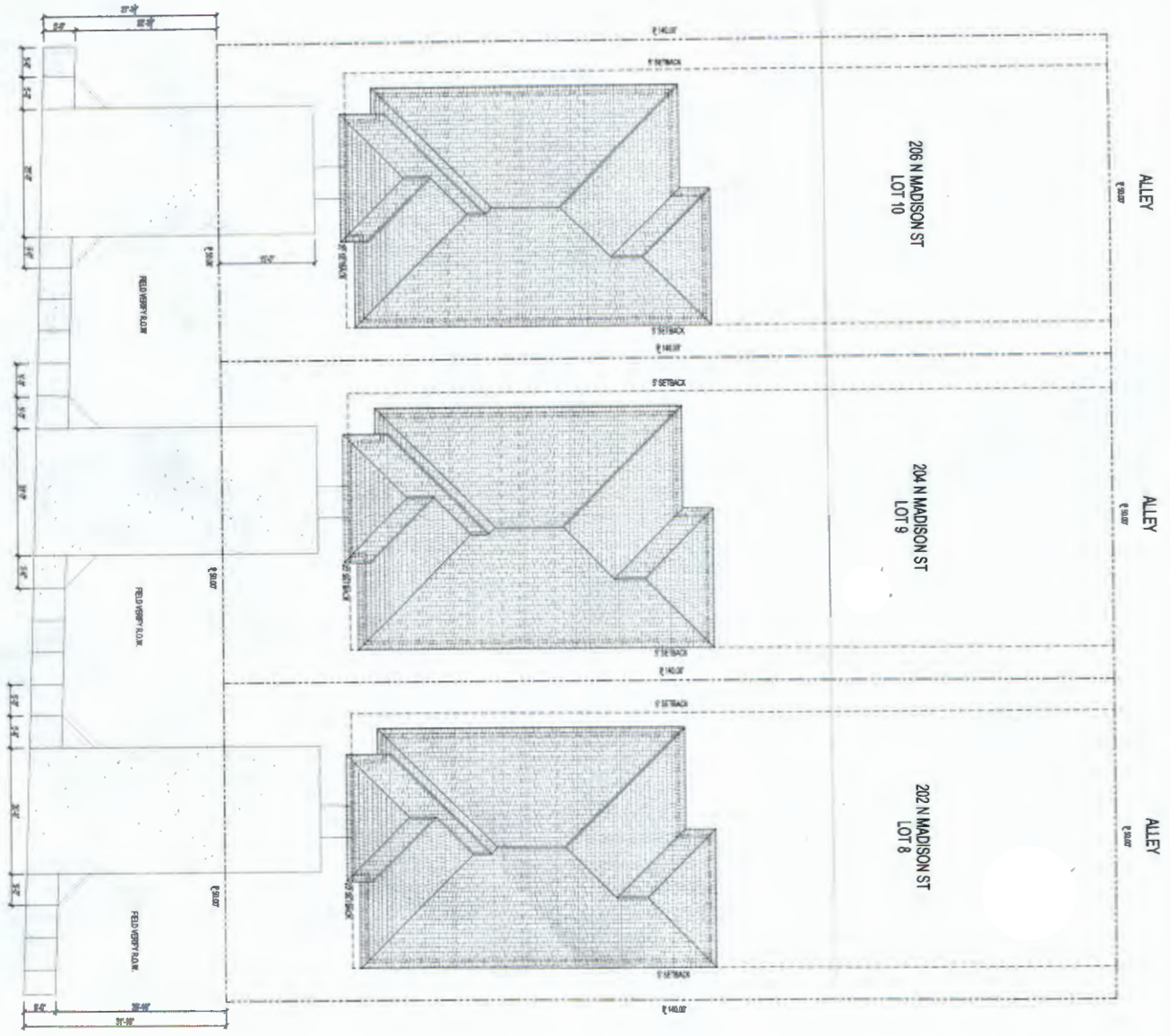
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

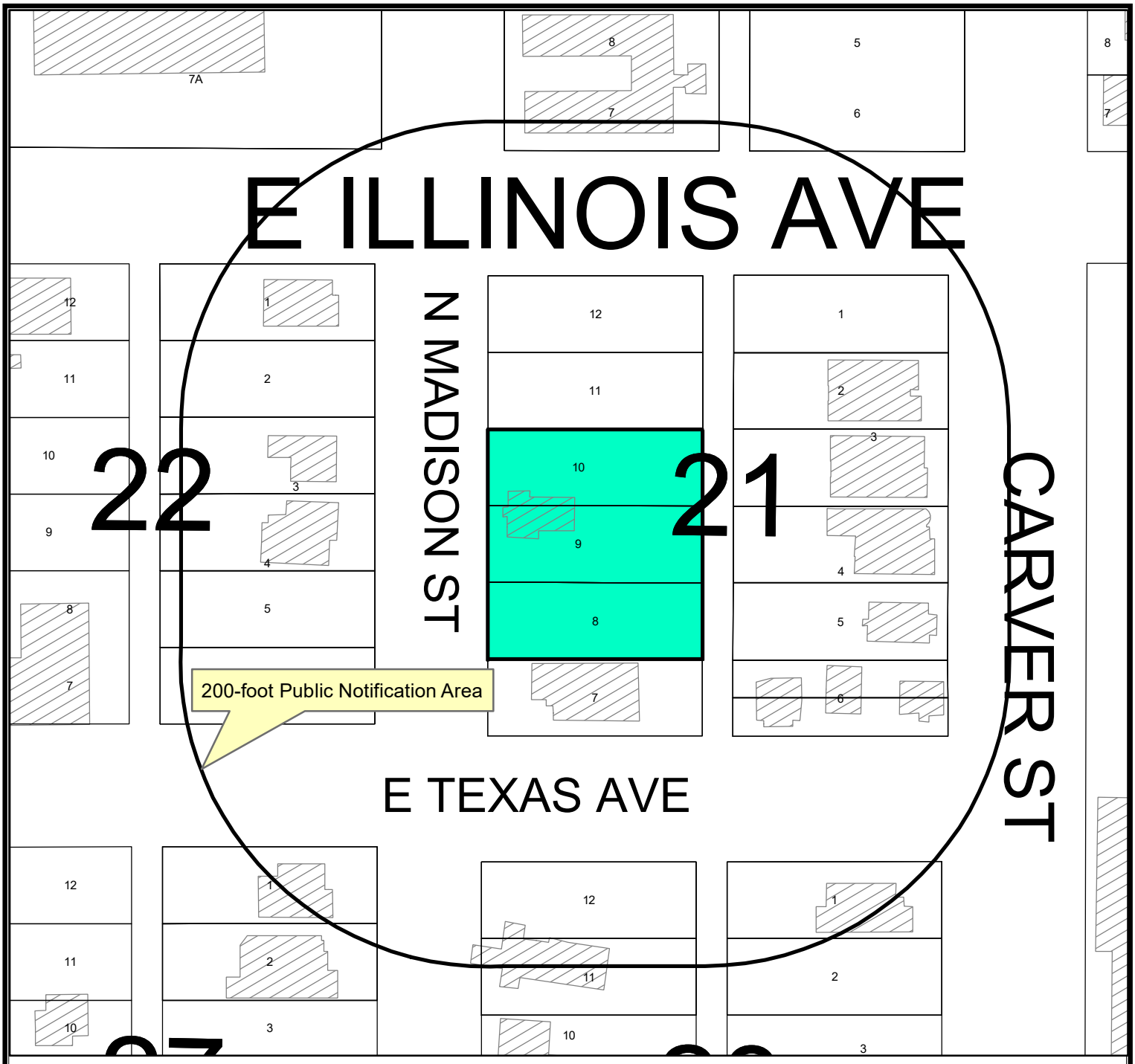
Application will not be considered for scheduling until reviewed by a planner.



CHANCE JONES
432-599-1830
CHANCE@WEST-TEXDG.COM

1	FINAL PLANS	04/17/25

ARCHIE WILLIAMS
202, 204, & 206 N MADISON
MIDLAND, TX
LOT 8, 9, 10; BLOCK 21



Location Map

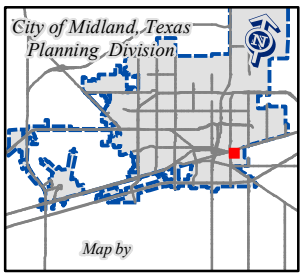
Z-25-0426 **Scale: 1" = 600'**

Consider a request by Obsidian Realty, for a Zone Change from MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District, on Lots 8, 9, and 10, Block 21, Moody Addition, City and County of Midland, Texas.

(Generally located on the east side of North Madison, approximately 200 feet south of East Illinois Avenue.) (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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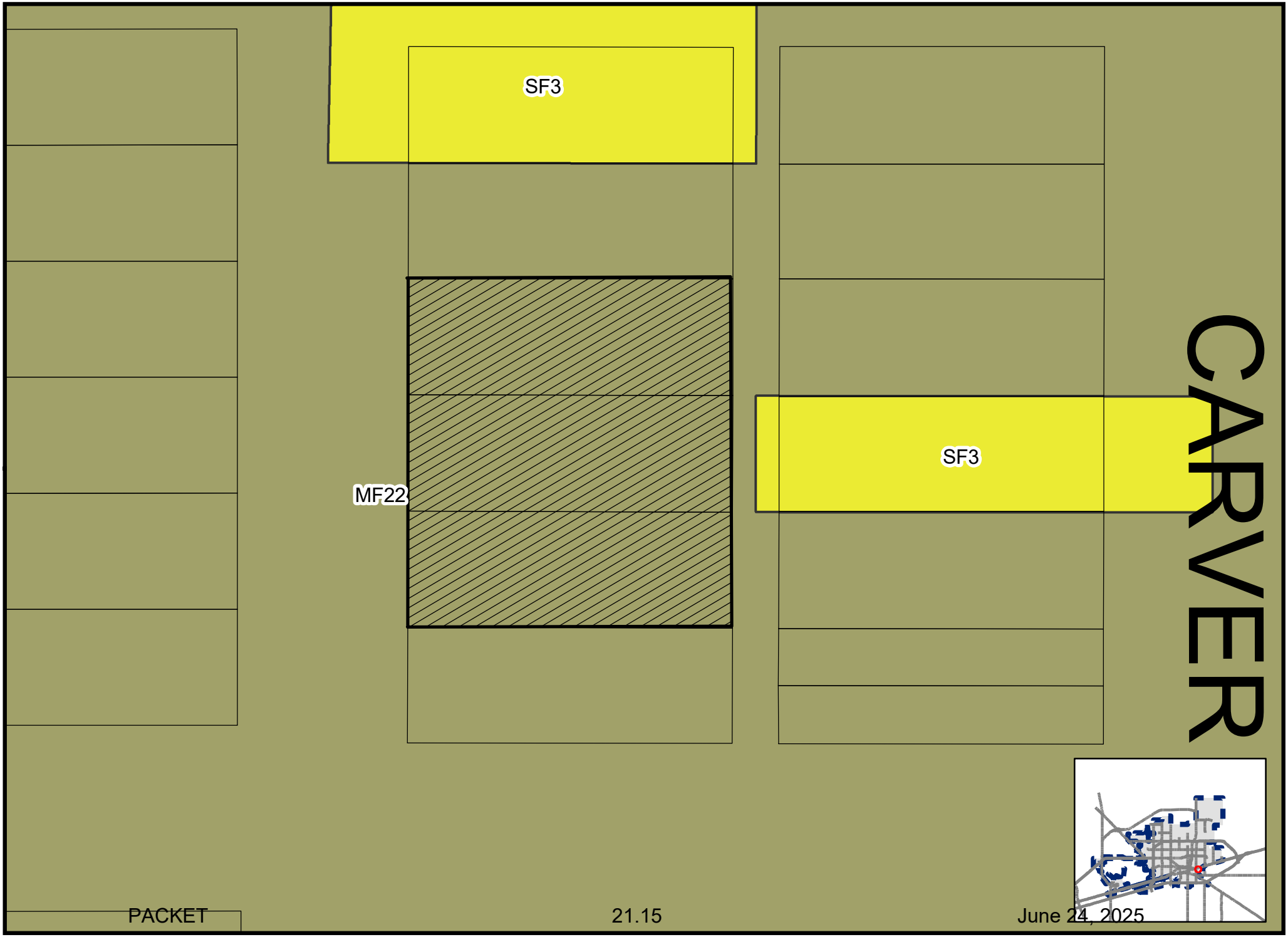
June 24, 2025



PACKET 21.15 June 24, 2025

Map by BQ 5/20/25 **Z-25-0426** **Scale: 1" = 500'** **ZONING MAP**

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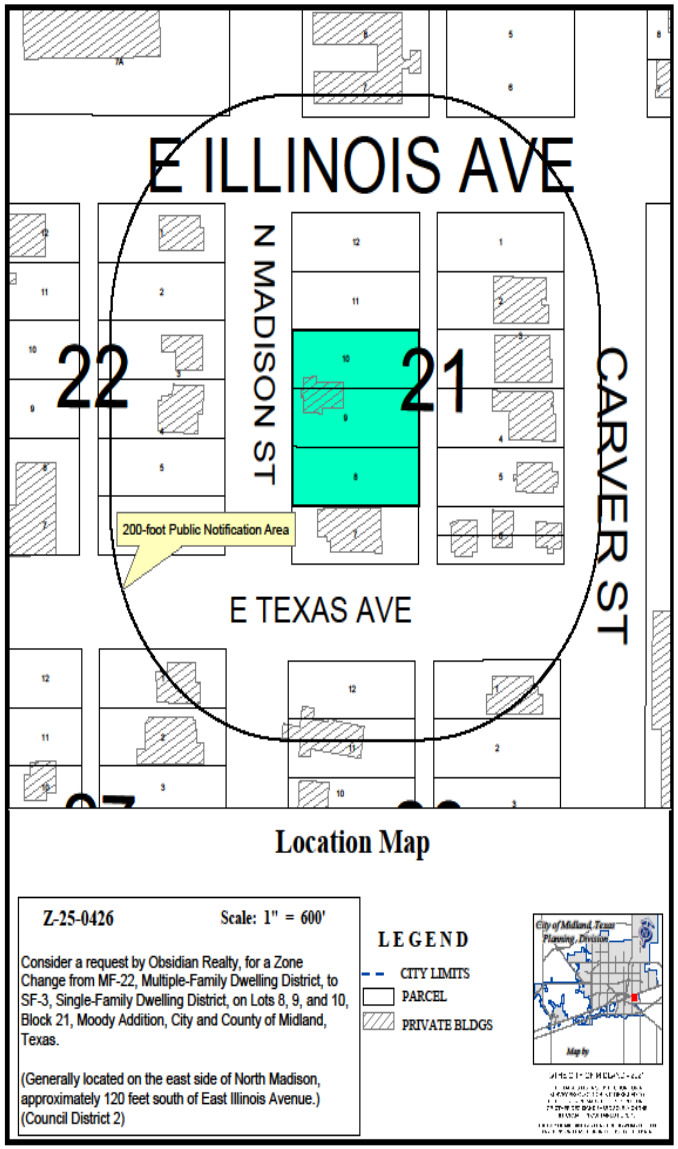
21

STOP

MIDLAND
Be the Energy!
ZONE CHANGE REQUEST
202, 204, & 206 N MADISON ST
Visit Our Website
MIDLANDTEXAS.GOV

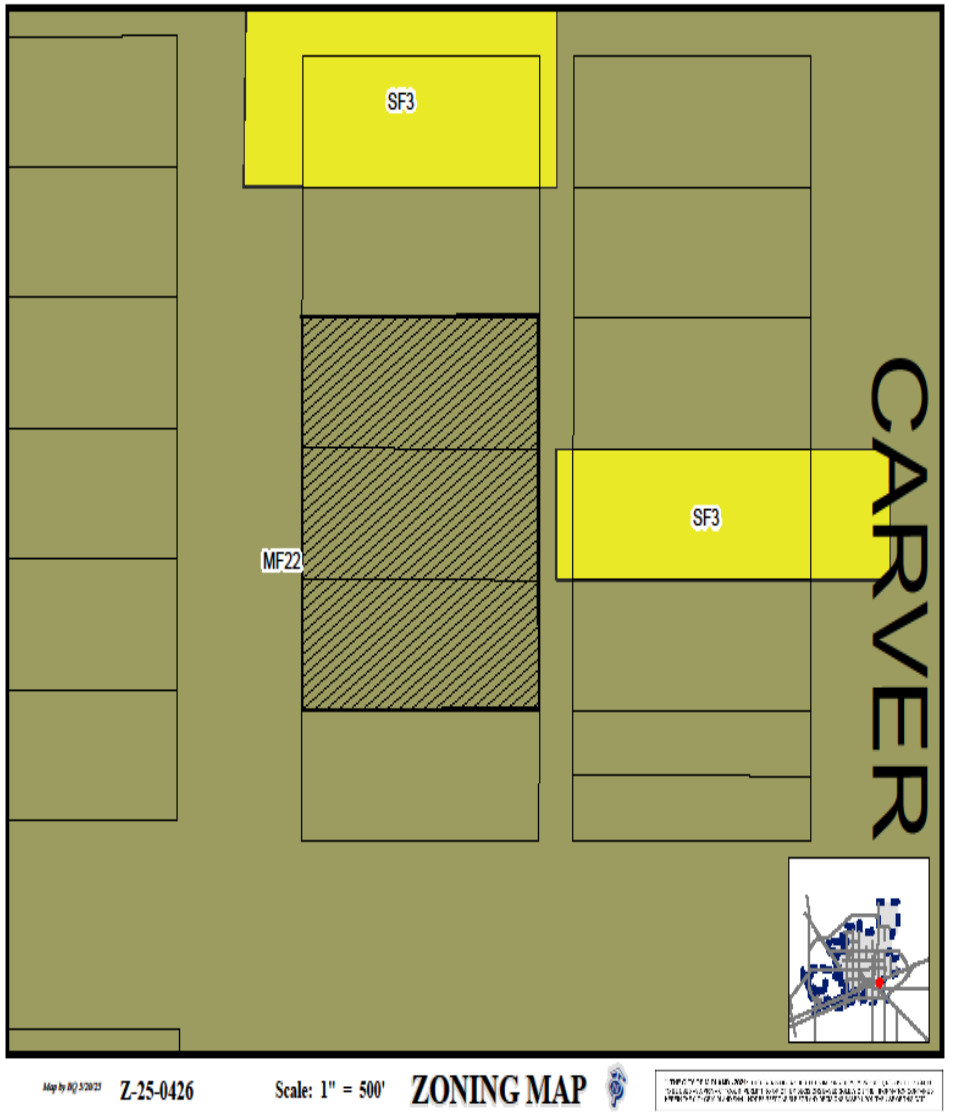
APPLICATION SUMMARY

- **Applicant:** Obsidian Realty
- **Property Owner:** Obsidian Realty
- **Location:** 202, 204, & 206 North Madison Street (District 2)
- **Reason for Request:** To build single-family dwelling in lots



ZONING

- **Current Zoning:** MF-22, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - **North/East:** MF-22, Multiple-Family Dwelling District and SF-3, Single-Family Dwelling District
  - **South/West:** MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



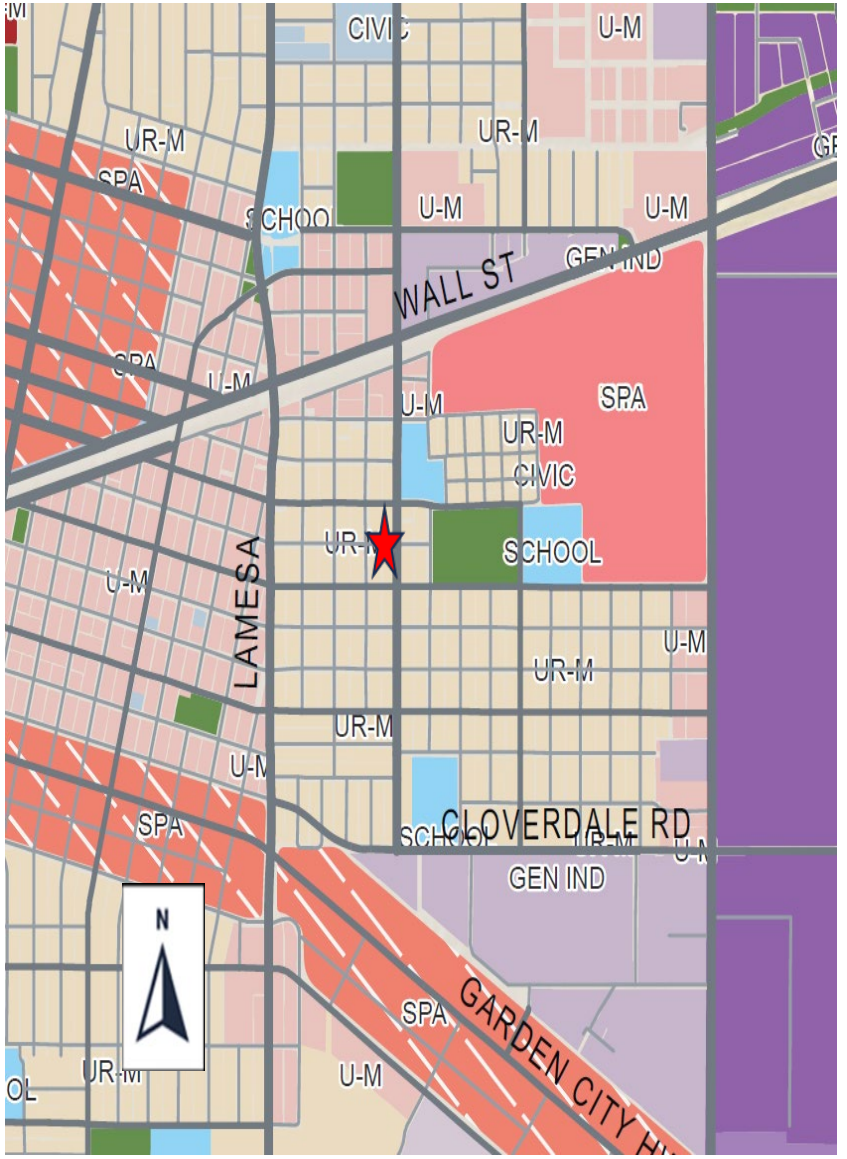
LAND USE

- **Current Use:** Vacant
- **Proposed Use**: Residential
- **Surrounding Uses:**
  - **North/East/South/West:** Residential

On Madison Street, Looking East

COMPREHENSIVE PLAN

- **TCT Land Use Designation:** Urban Residential-Medium (UR-M)
- **Supported Uses:**
  - Emphasizing a mix of housing styles including single-family and townhouses.
- The request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.



STAFF'S RECOMMENDATION

- No objections received.
- The Planning & Zoning Commission recommended approval of this request on June 2, 2025.
- Staff recommends **APPROVAL** of this zone change from **MF-22, Multiple-Family Dwelling District** to **SF-3, Single-Family Dwelling District.**

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 22

Meeting Date: June 10, 2025, June 24, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR BLOCK 13, UNRECORDED PLAT OF CAROL CREST ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST TAYLOR AVENUE AND WAYSIDE DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, IN PART, AND LI, LIGHT INDUSTRIAL DISTRICT, IN PART, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Tall City Post VFW 7208, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 1306 East Taylor Avenue for The Tall City Post VFW.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

C, Commercial District in part, LI, Light Industrial in part

Surrounding Zoning and Land Use:

The properties to the north and west is zoned C, Commercial District. The property to the east is zoned LI, Light Industrial District and is vacant. The property to the south is zoned MF16, Multiple Family Dwelling District and is the location of Compass Pointe Apartments

Analysis:

The property is located at 1306 East Taylor Avenue and is currently zoned C, Commercial District in part, LI, Light Industrial District in part, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the bar, Tall City Post VFW 7208, is 31,918 square feet and the proposed alcohol serviceable area is 10,000 square feet. Tall City Post VFW 7208 does not have an existing SUD but is an existing building.

The proposed hours of operation:

Sunday through Friday from 2:00 p.m. to 1 a.m.
Saturdays from 2:00 p.m. to 2:00 a.m.

The proposed hours of alcohol service:

Sunday through Friday from 2:00 p.m. to 1 a.m.
Saturdays from 2:00 p.m. to 2:00 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” Tall City Post VFW 7208 is a destination

where Midland residents will gather and socialize. This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for Tall City Post VFW No. 7208 is acceptable. The property must adhere to the maximum occupant load of 667 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Condition A through G.

Conditions:

A. **That the serviceable area shall be limited to approximately 10,000 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes. No portion of the Establishment's serviceable area shall be located on any portion of the Property zoned LI, Light Industrial District.**

B. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

C. **That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Friday from 2:00 p.m. to 1 a.m.**
Saturdays from 2:00 p.m. to 2:00 a.m.

D. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

E. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

F. That the operator of the establishment shall obtain a certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with Section 11-9.07. E.3 of the zoning ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of May 30, 2025 staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit B)
Plat (Exhibit A)
Maps
PowerPoint Presentation

Jose E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR BLOCK 13, UNRECORDED PLAT OF CAROL CREST ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST TAYLOR AVENUE AND WAYSIDE DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, IN PART, AND LI, LIGHT INDUSTRIAL DISTRICT, IN PART, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Block 13, Unrecorded Plat of Carol Crest Addition, City and County of Midland, Texas (the "Property"), as shown in Exhibit A, which is attached hereto and incorporated herein, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present C, Commercial District and LI, Light Industrial District, as applicable.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 10,000 square feet as shown in Exhibit B, which is attached hereto and incorporated herein for all purposes. No portion of the Establishment's serviceable area shall be located on any portion of the Property zoned LI, Light Industrial District.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

   Sunday through Friday from 2:00 p.m. to 1:00 a.m. of the following day; and Saturday from 2:00 p.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

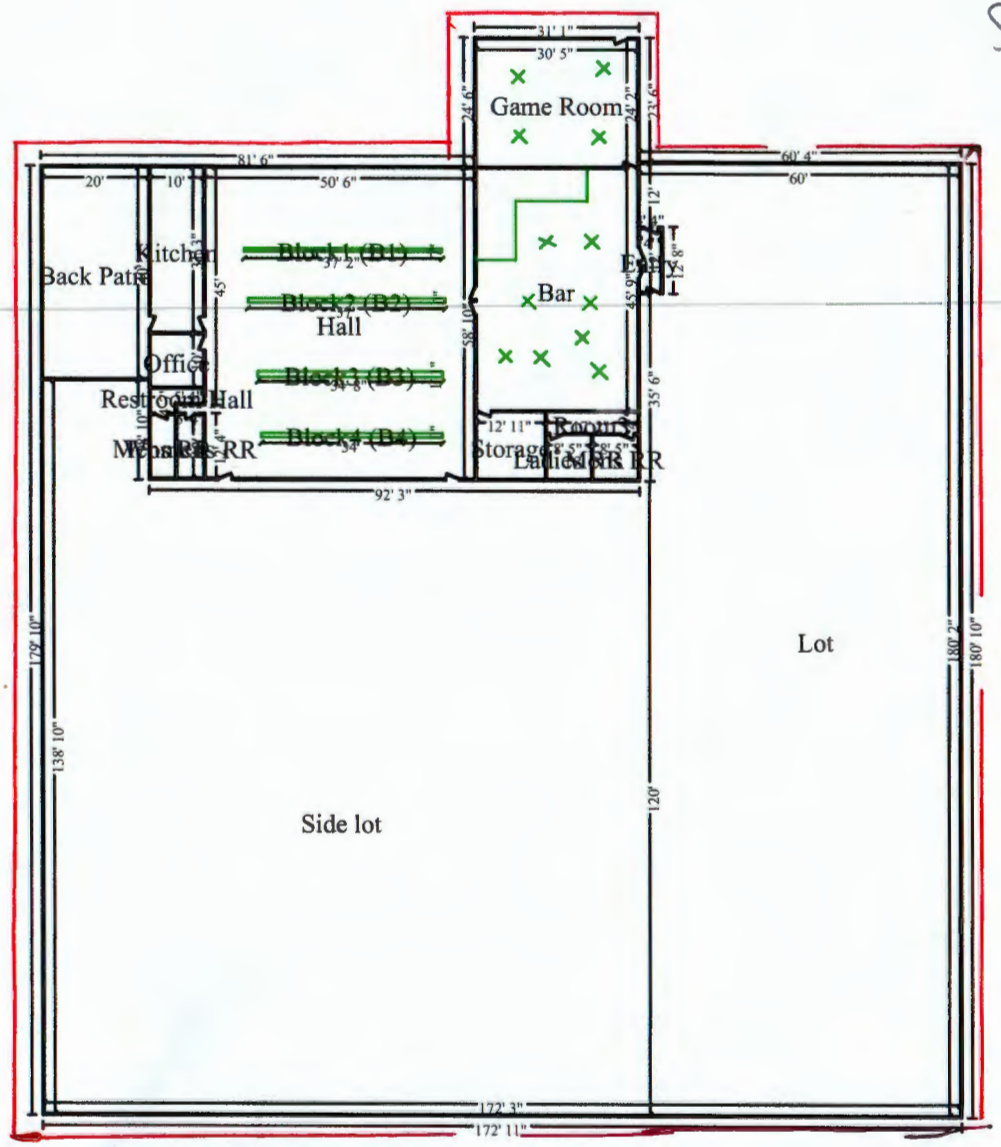
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT B

Total sqft-31,918

Serviceable sqft-



MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

FOR STAFF'S USE ONLY
Project Number: _____
Case Number: SUD-25-0200

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Tall City Post VFW No. 7208		Phone (432) 684-6079 Email v.f.w.post7208@hotmail.com	
Address: 1306 E. Taylor Ave.	City: Midland	State: TX	Zip: 79701
Property Owner Printed Name: Tall City Post VFW Post 7208		Phone (432) 684-6079 Email v.f.w.post7208@hotmail.com	
Address: 1306 E. Taylor Ave	City: Midland	State: TX	Zip: 79701
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Robert Thames		Phone (432) 553-9133 Email v.f.w.post7208@hotmail.com	
Address: 1306 E. Taylor	City: Midland	State: TX.	Zip: 79701

Street Address: 1306 E. Taylor Ave. Midland TX. 79701

Business Name: Tall City Post VFW No. 7208

Reason for Request: For the sale of Alcoholic Beverages

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Bar

Proposed/Current Days and Hours of Operation: Monday thru Friday 2:00 p.m - 1:00 am Saturday 2:00 pm - 2:00 am Sunday 2:00 pm - 1:00 am

Proposed Days and Hours of Alcohol Service: Monday thru Friday 2:00 pm - 1:00 am Saturday 2:00 pm - 2:00 am Sunday 2:00 pm - 1:00 am

Total Square Footage of Business: 31,918

Square Footage of Alcohol Serviceable Area: ~~31,918~~ 10,000
(Outline in red on floor plan)

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 2 / 2	**Bathroom Sinks:** 2
	Women	**Toilets:** 4	**Bathroom Sinks:** 2

****Application will not be considered for scheduling until reviewed by a planner.****

Submittal and Fees

Items to be submitted with this application form:

Application Fee of $300 –

- If by check, put Payable to the 'City of Midland'
- If online, check email for invoice

Dimensioned Floor Plan showing:

- Seating
- Exits
- Restrooms
- Kitchen (if applicable)
- Total Square Footage
- Serviceable Square Footage (outlined in red & labeled)

Dimensioned Site Plan showing:

- Parking
- Business Footprint

Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Robert S. Thames	Date: 23 APR 2025
Applicant (printed): ROBERT S. THAMES	
Property Owner (signature): Robert S Thames Commander VFW POST 7208 (TALL CITY)	Date: 23 APR 2025
Property Owner (printed): VFW POST 7208 (Tall City)	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Robert Thames who, being by me duly sworn, upon oath says: That (s)he is authorized by VFW Post 7208, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Robert S Thames
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 29th day of April, 20 25, to certify which witness my hand and seal of office.

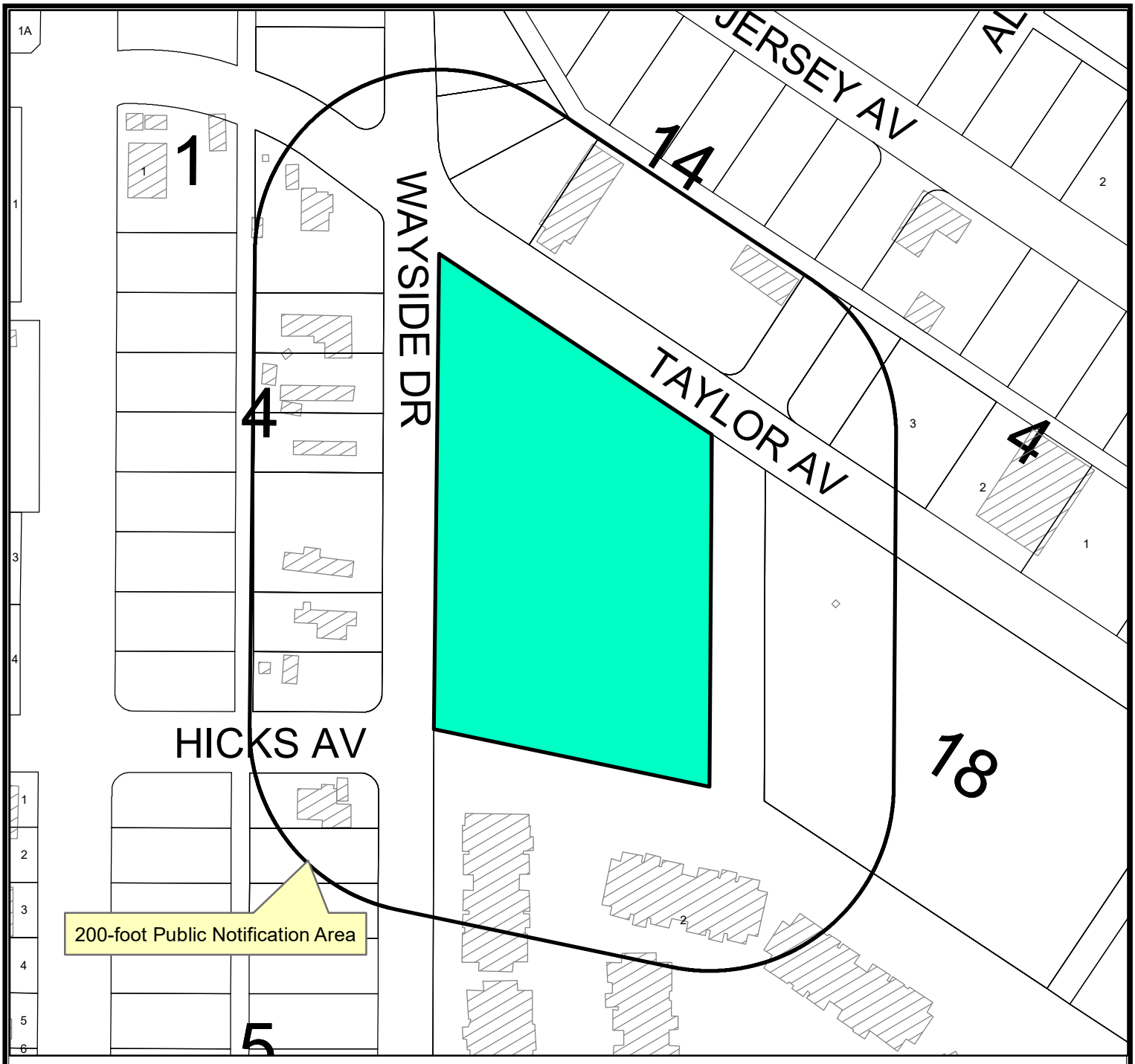
ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date: 4/04/25

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

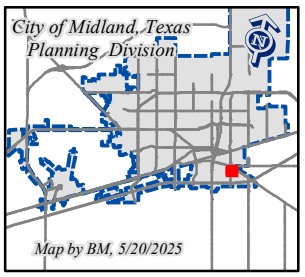
SUD-25-0200 **Scale: 1" = 155'**

Consider a request by Tall City Post VFW 7208 for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Bar on Block 13, Unrecorded Plat of Carol Crest Addition, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of East Taylor Avenue and Wayside Drive. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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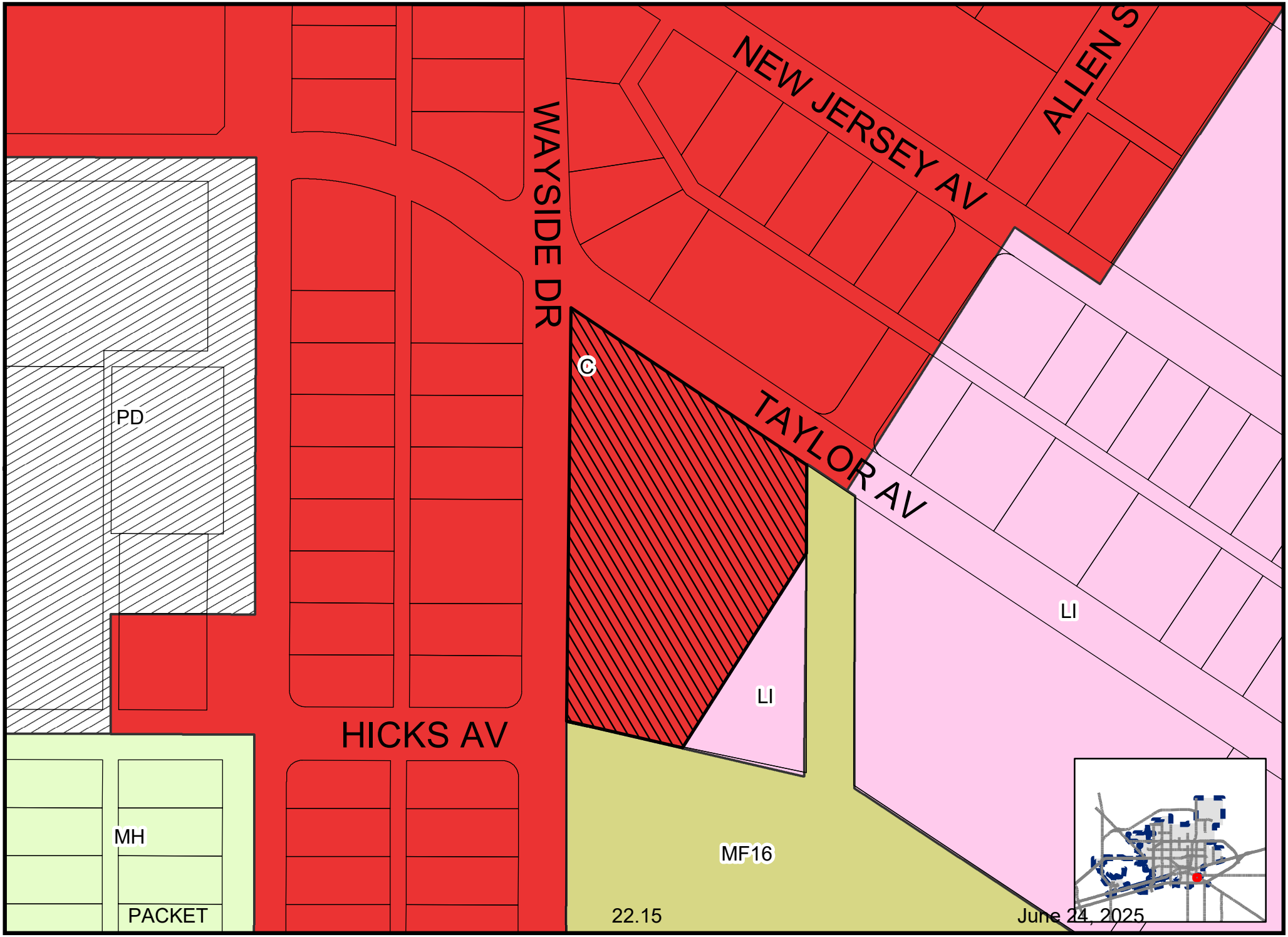

Map by AMM, 5/19/2025

SUD-25-0200

Scale: 1" = 600'

ZONING MAP

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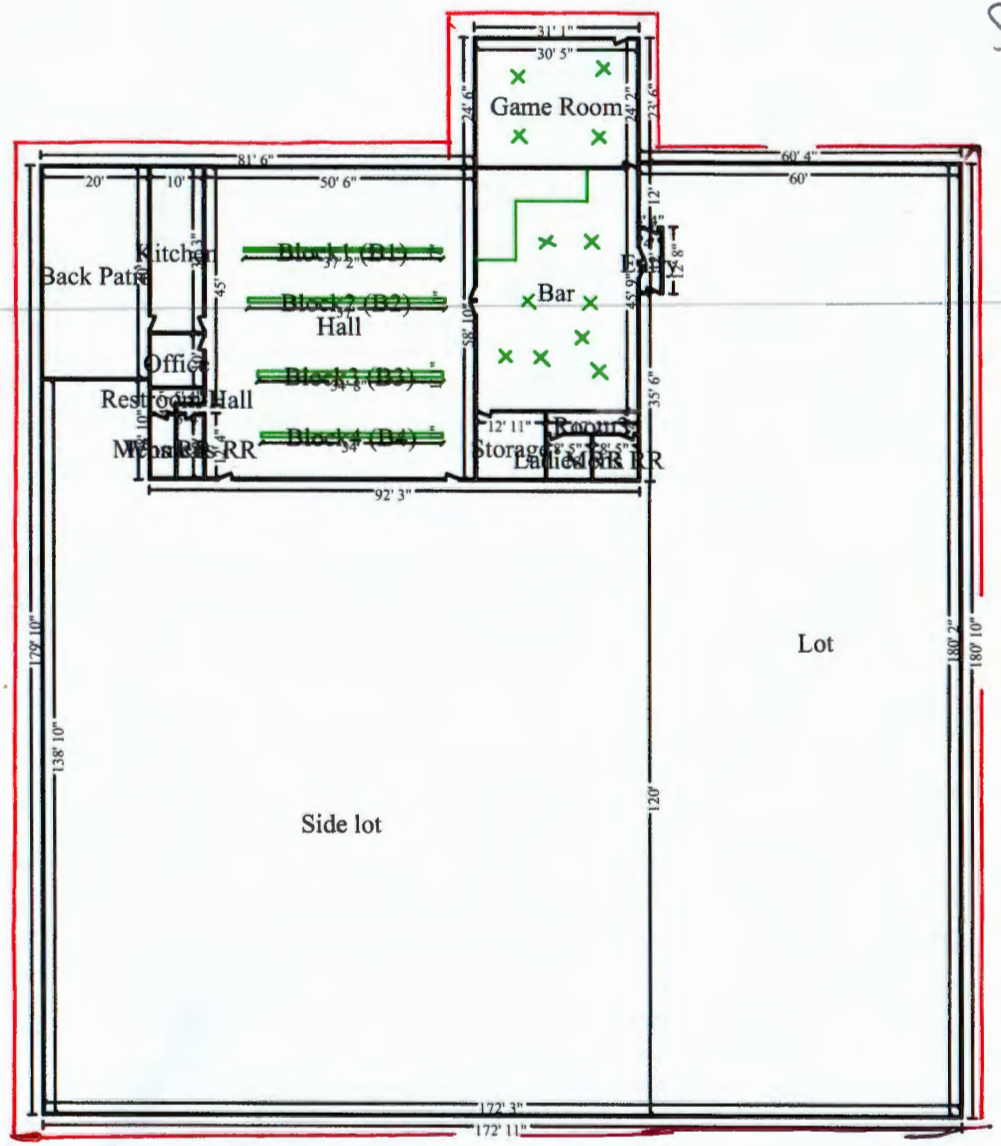
HARRISON ST
WAYSIDE DR
NEW JERSEY AV
ALLEN ST
TAYLOR AV
HICKS AV
CITY HWY
19
20
3
15
14
1
34
49
4
13
17
18
37
36
5
22.16
June 24, 2025

Total sqft-31,918

Serviceable sqft-

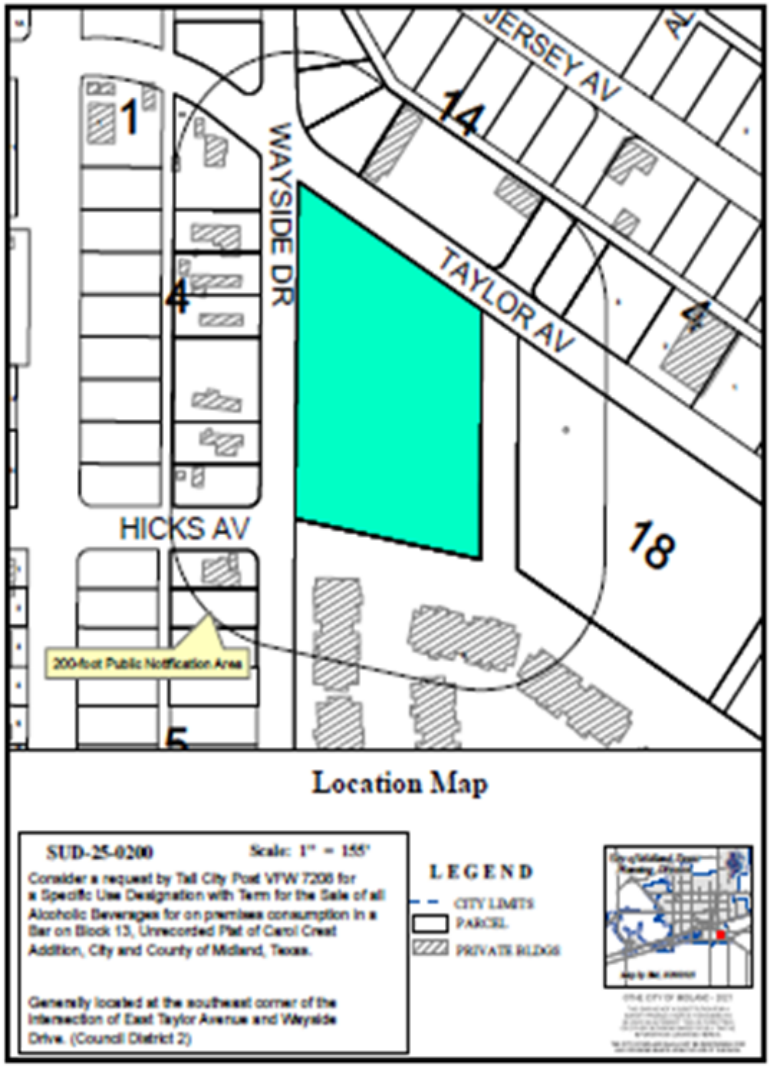


VFW
7209

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
TALL CITY POST VFW
Visit Our Website
MIDLANDTEXAS.GOV

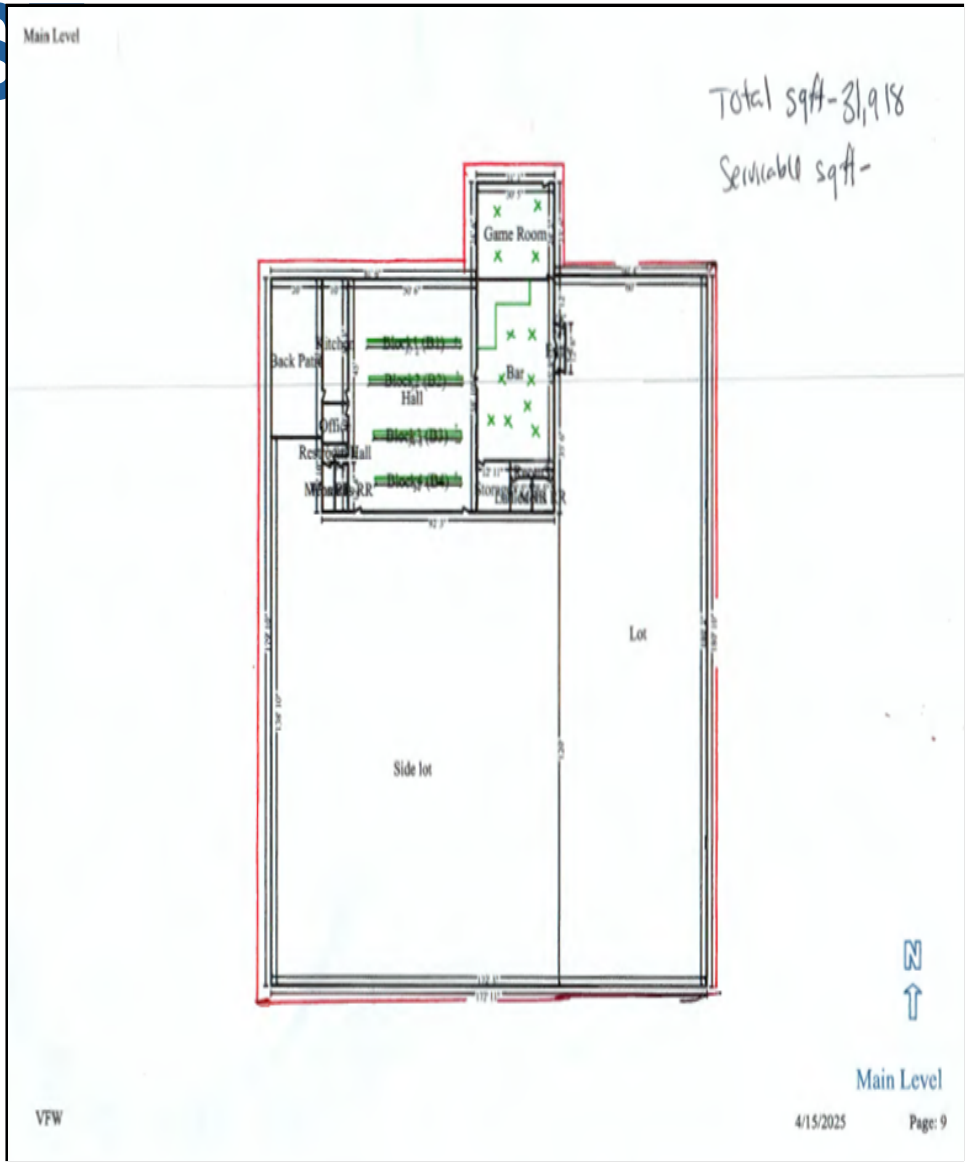
APPLICATION SUMMARY

- **Applicant and Property Owner:** Robert Thames
- **Location:** 1306 East Taylor Avenue
- **Reason for Request:** For the sale and on-premises consumption of alcohol



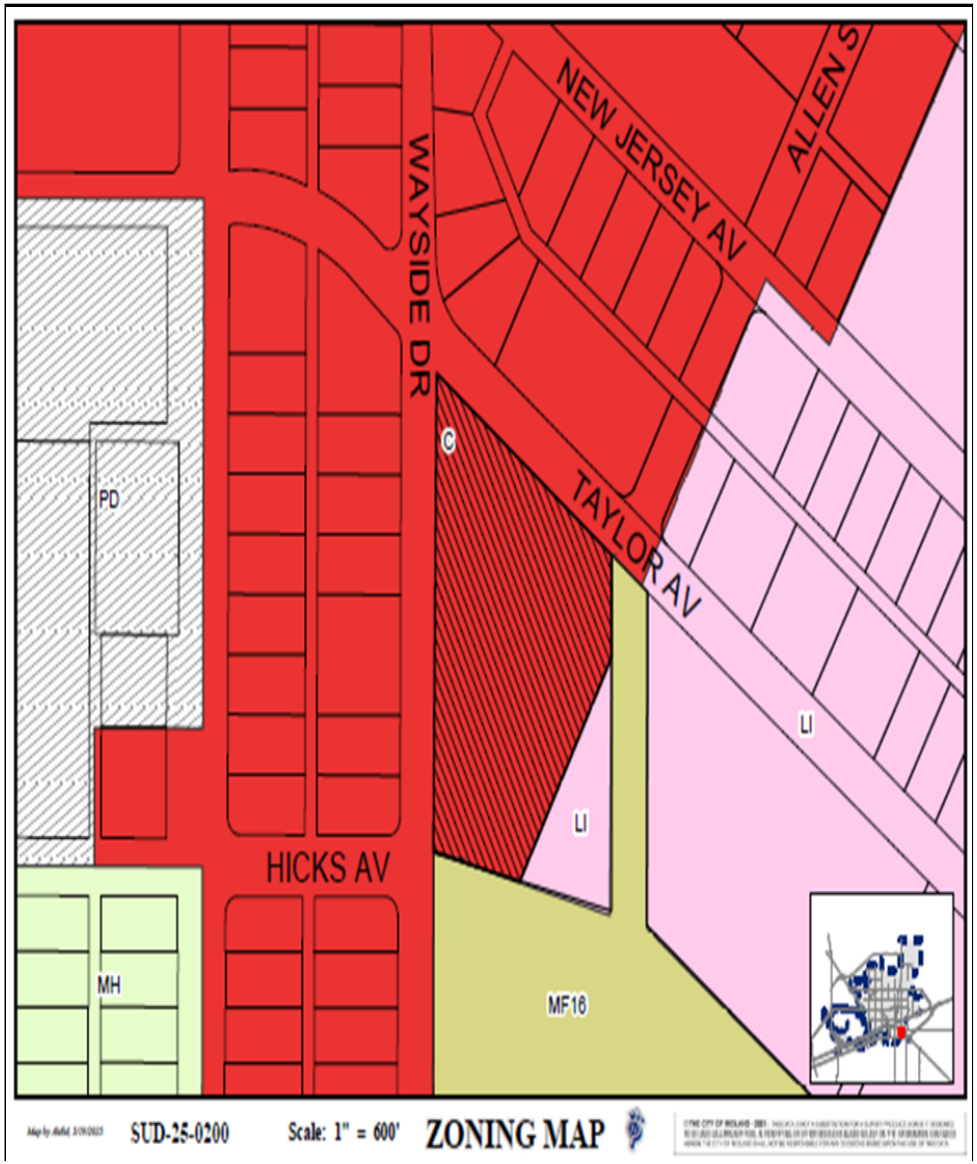
DETAILS OF REQUES

- **Area of Business:** 31,918 SF
- **Serviceable Area:** 10,000 SF
- **Hours of Operation:** Sunday to Friday from 2 p.m. to 1 a.m.
- Saturdays from 2 p.m. to 2 a.m.
- **Proposed Hours of Alcohol Service:** Sunday to Friday from 2 p.m. to 1 a.m. Saturdays from 2 p.m. to 2 a.m.



ZONING

- **Current Zoning:** C, Commercial District
- **Surrounding Zoning:**
  - **North and West:** C, Commercial District
  - **South:** MF16, Multiple Family District
  - **East:** LI, Light Industrial District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



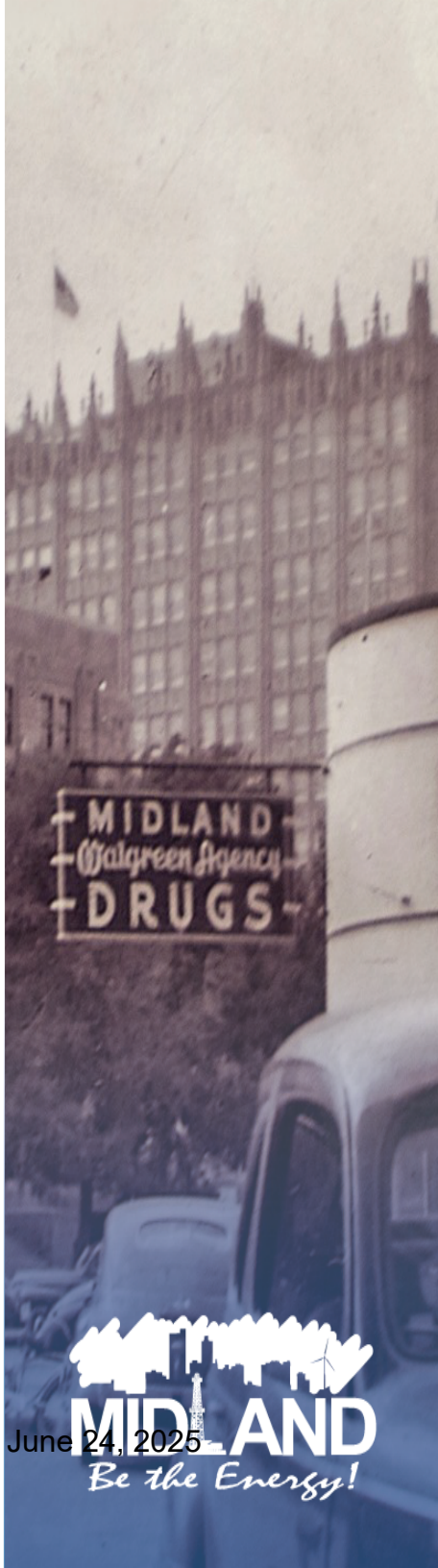
LAND USE

- **Current Use:** Bar
- **Surrounding Uses:**
  - **North:** Inspection Company
  - **South:** Apartment Building
  - **East:** Vacant
  - **West:** Mobile Homes
- **Proposed Use:** Expand sales of alcohol

On East Taylor Avenue, Looking South

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections."



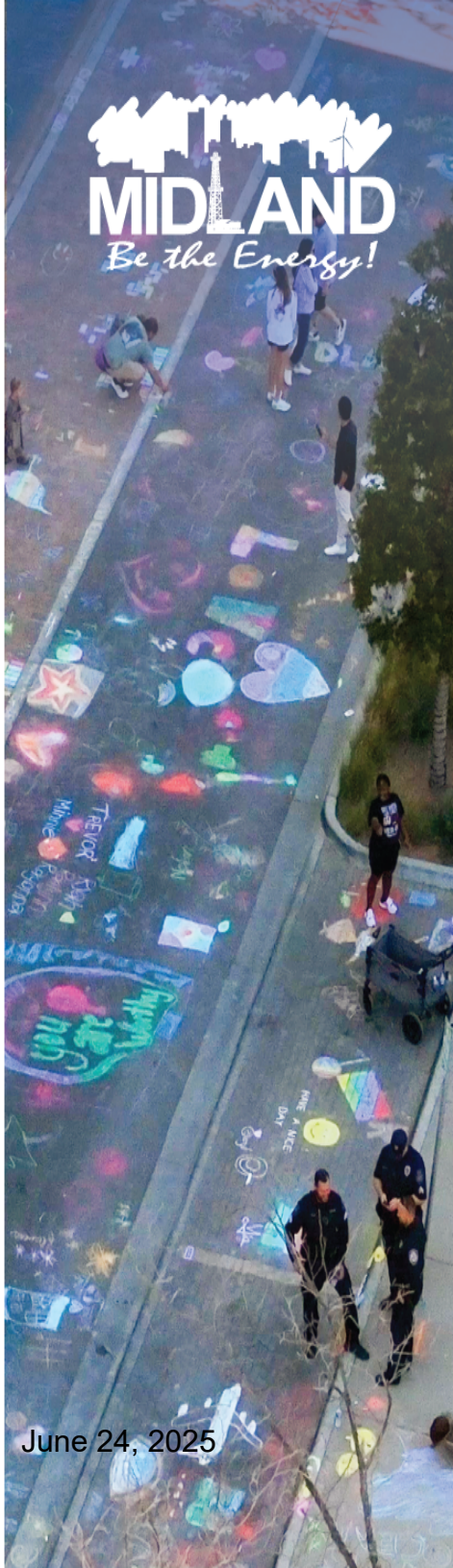
PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on June 2, 2025.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area shall be limited to approximately 10,000 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes. No portion of the Establishment's serviceable area shall be located on any portion of the Property zoned LI, Light Industrial District.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Friday from 2:00 p.m. to 1 a.m. Saturdays from 2:00 p.m. to 2:00 a.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code.

STAFF'S RECOMMENDATION

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

STAFF'S RECOMMENDATION

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 23

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH 65 FEET OF LOTS 10, 11, AND 12, BLOCK 15, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH A STREET, APPROXIMATELY 75 FEET NORTH OF WEST MISSOURI AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

LaTrisha Satterwhite is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, for the property located at 106 South A Street for The Spot.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

All of the surrounding properties are zoned CB, Central Business District. The land use to the north consists of vacant lots, to the east is a restaurant, to the south is an auto parts store, and to the west is an office.

Analysis:

The subject property is located at 106 South A Street and is zoned CB, Central Business District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the bar, The Spot, is 3,000 square feet and the proposed alcohol serviceable area is 1,581 square feet. There is an existing building on the property which was previously the location of the Buffalo Jo's restaurant. There is an existing SUD for the sale of alcohol for on-premises consumption which will expire in 2026. However, the new business, The Spot, is requesting this new SUD to accommodate their business.

The proposed days and hours of operation are:

Monday through Thursday from 5 p.m. to 12 a.m. (midnight);
Friday from 5 p.m. to 2 a.m. of the following day; and
Saturday and Sunday from 11 a.m. to 2 a.m. of the following day

The applicant is requesting the following alcohol serviceable hours.

Monday through Thursday from 5 p.m. to 12 a.m. (midnight);
Friday from 5 p.m. to 2 a.m.; and
Saturday and Sunday from 11 a.m. to 2 a.m. of the following day

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for The Spot is acceptable. The property must adhere to the maximum occupant load of 105 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Condition A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 1,581 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Monday through Thursday from 5 p.m. to 12 a.m.
Friday from 5 p.m. to 2 a.m.
Saturday and Sunday from 11 a.m. to 2 a.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration

F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of June 20, 2025 staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint Presentation

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH 65 FEET OF LOTS 10, 11, AND 12, BLOCK 15, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH A STREET, APPROXIMATELY 75 FEET NORTH OF WEST MISSOURI AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for the north 65 feet of Lots 10, 11, and 12, Block 15, West End Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,581 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 5:00 p.m. to 12:00 a.m. (midnight);
Friday from 5:00 p.m. to 2:00 a.m. of the following day; and
Saturday and Sunday from 11:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

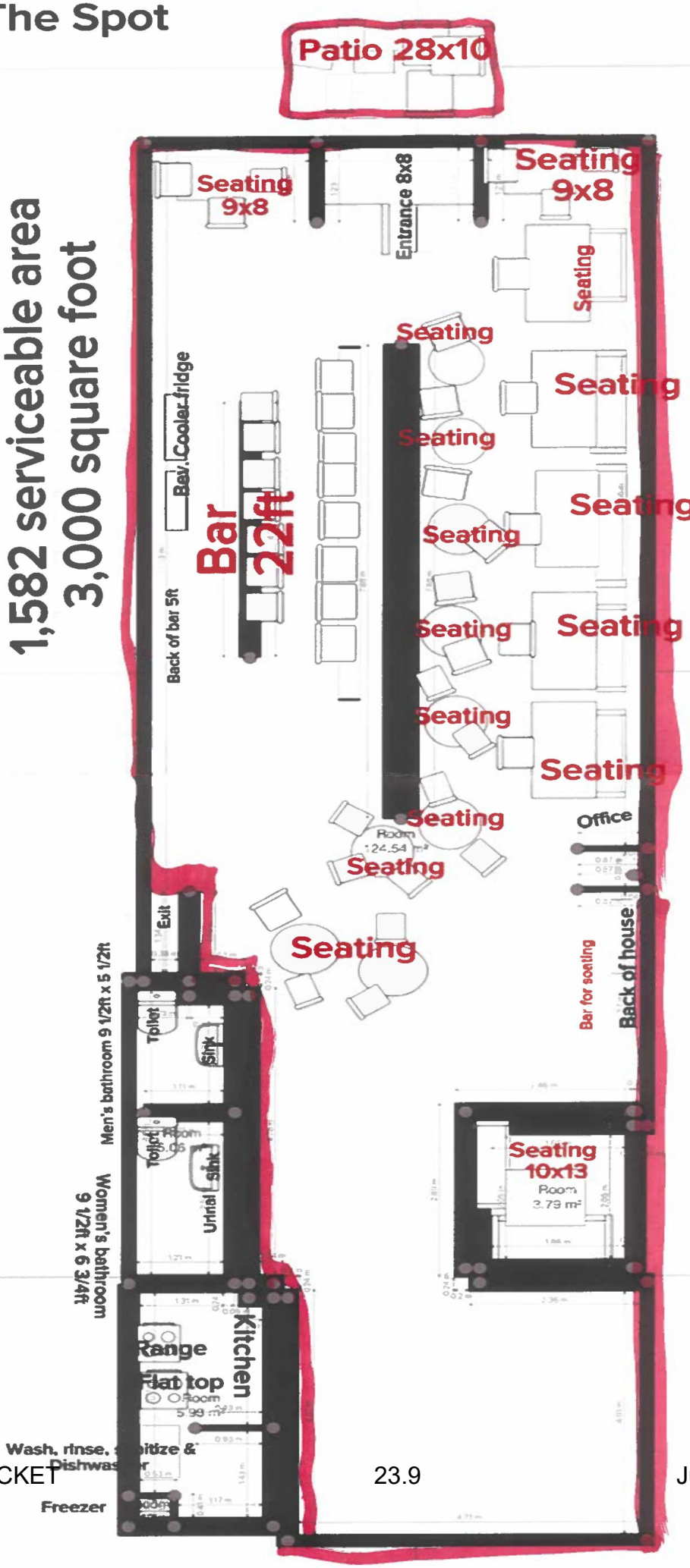
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

The Spot


Patio 28x10
1,582 serviceable area
3,000 square foot
Seating 9x8
Entrance 8x8
Seating 9x8
Seating
Seating
Seating
Seating
Seating
Seating
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Seating
Seating
Seating
Seating
Seating
Seating
Bar 22ft
Bev. Cooler fridge
Back of bar 5ft
Office
Room 24.54 m²
Exit
Bar for seating
Back of house
Men's bathroom 9 1/2ft x 5 1/2ft
Toilet
Sink
Toilet
Room 6.05
Urinal
Sink
Women's bathroom 9 1/2ft x 6 3/4ft
Seating 10x13
Room 3.79 m²
Kitchen
Range
Flat top
Room 5.99 m²
Wash, rinse, sanitize & Dishwasher
Freezer

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

FOR STAFF'S USE ONLY
Project Number:
Case Number: SUD.25.0203

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: LaTrisha Satterwhite		Phone (432) 559-7649 Email LtSatterwhite@gmail.com	
Address 2412 Partridge St	City Midland	State ~~TX~~	Zip 79705
Property Owner Printed Name: Justino Sosa		Phone ( ) Email	
Address 1501 College	City Midland	State ~~TX~~	Zip 79701
Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 106 S. ~~A~~ 4th

Business Name: The Spot

Reason for Request: To open restaurant/bar

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*:

Proposed/Current Days and Hours of Operation: Monday - Saturday 5pm-2am (weekends) 5p-12 (weekday)

Proposed Days and Hours of Alcohol Service: 5pm-2am (weekends) 5pm-12am (weekdays)

Total Square Footage of Business: 3,000 square ft

Square Footage of Alcohol Serviceable Area: 1581 square ft
(Outline in red on floor plan)

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 / 1	**Bathroom Sinks:** 1
	Women	**Toilets:** 1	**Bathroom Sinks:** 1

****Application will not be considered for scheduling until reviewed by a planner.****

Submittal and Fees

Items to be submitted with this application form:

Application Fee of $300 –

- If by check, put Payable to the 'City of Midland'
- If online, check email for invoice

Dimensioned Floor Plan showing:

- Seating
- Exits
- Restrooms
- Kitchen (if applicable)
- Total Square Footage
- Serviceable Square Footage (outlined in red & labeled)

Dimensioned Site Plan showing:

- Parking
- Business Footprint

Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): L. Satterwhite	Date: 5.12.25
Applicant (printed): LaTrisha Satterwhite	
Property Owner (signature):	Date: 5.12.25
Property Owner (printed) : Justine B. Sosa	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared LaTrisha Satterwhite who, being by me duly sworn, upon oath says: That (s)he is authorized by Justine Sosa, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

L. Satterwhite
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 12th day of May, 20 25, to certify which witness my hand and seal of office.

Jessica S Pike
My Commission Expires
3/9/2027
Notary ID131904073

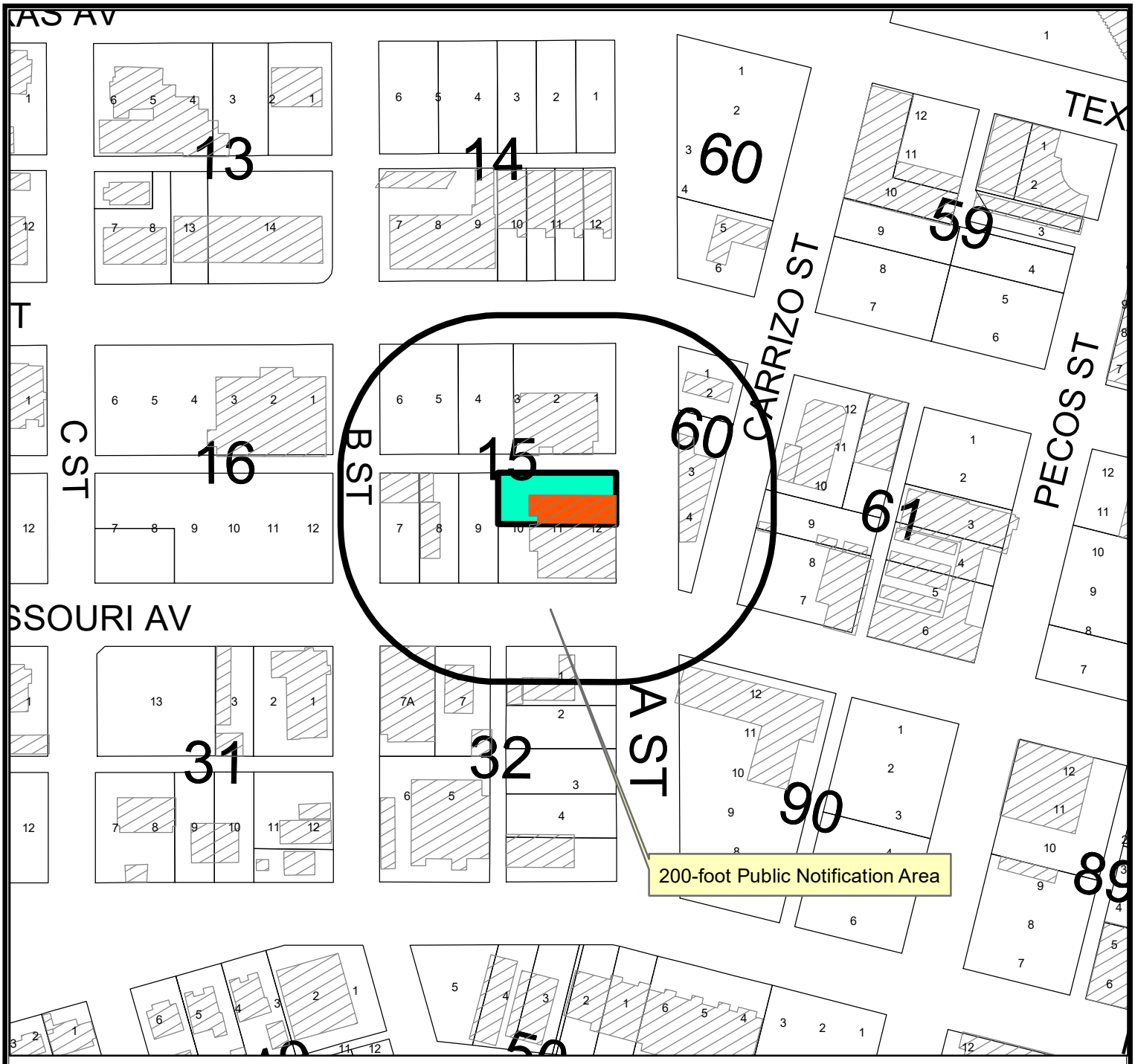
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # Invoice	☑ Plans in Digital Format (PDF/JPEG) RECEIVED
Received By: [signature]	Date: MAY 19 2025

Initial: _____

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

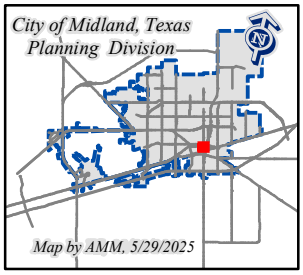
SUD-25-0203 **Scale: 1" = 200'**

Consider a request by LaTrisha Satterwhite for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on-premises consumption in a Bar, on the North 65 feet of Lots 10, 11, and 12, Block 15, West End Addition, City and County of Midland, Texas

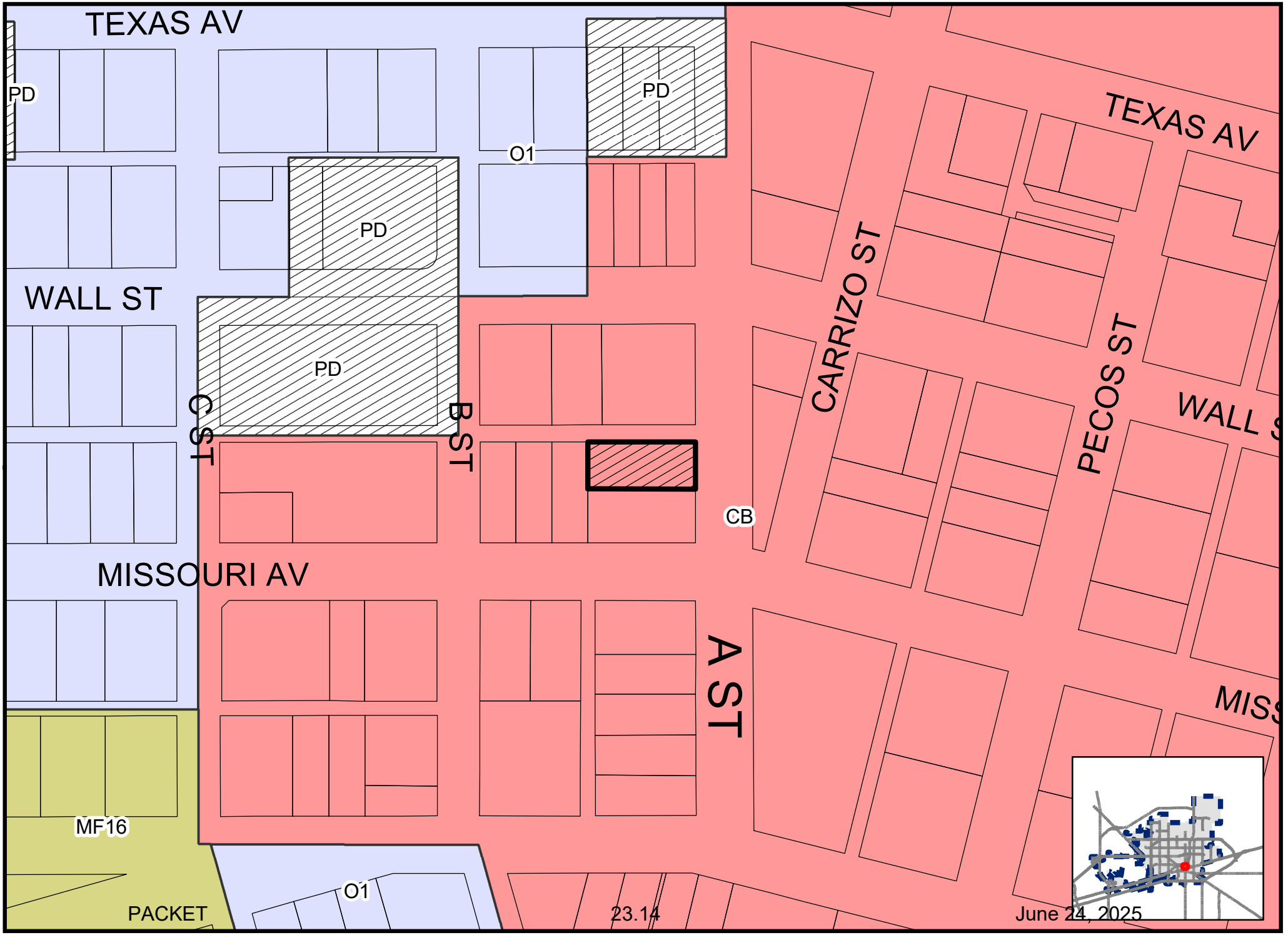
Generally located on west side of South A Street, approximately 75 feet north of West Missouri Avenue (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By AMM, 5/29/2025

SUD-25-0203

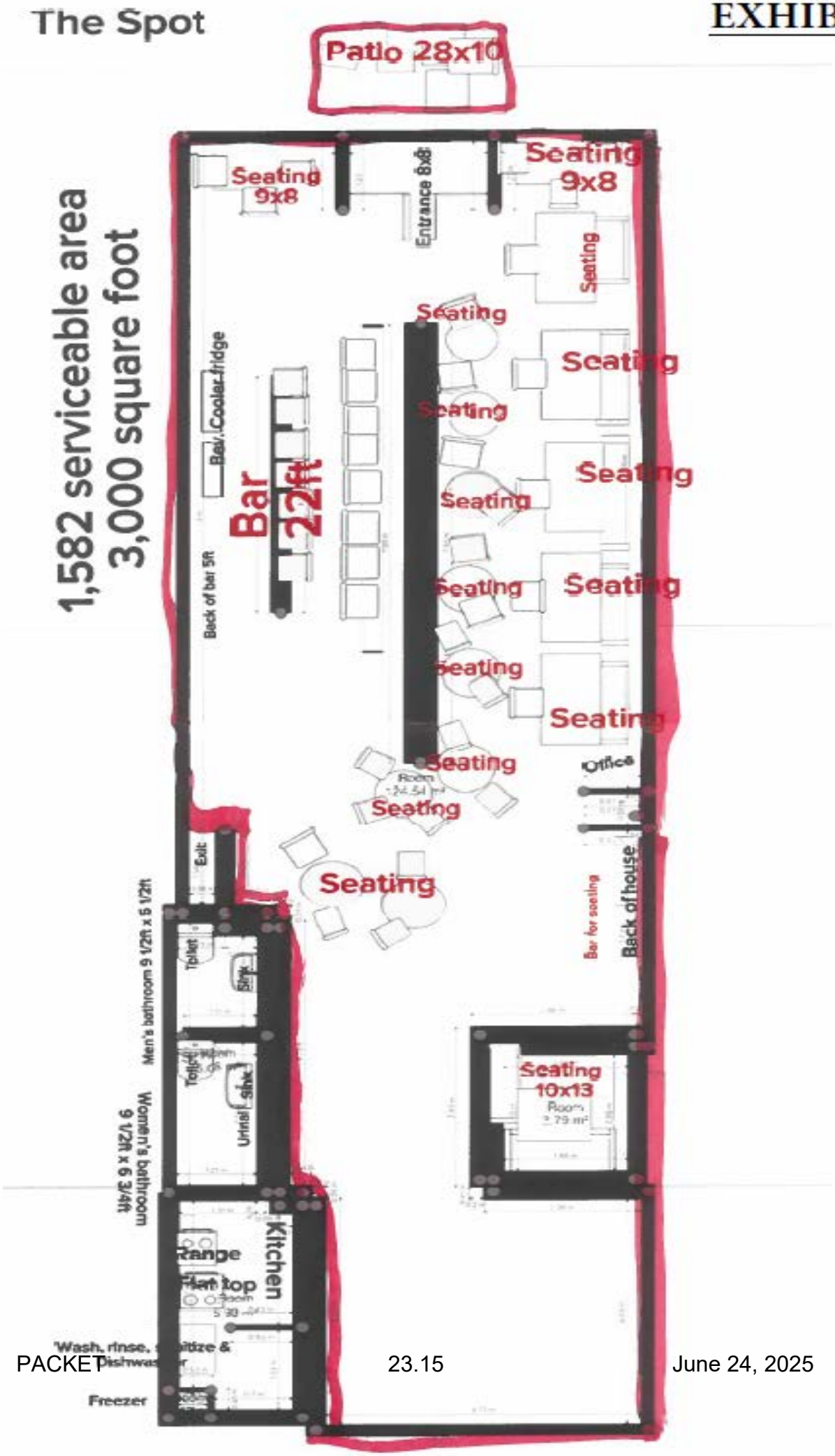
Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

The Spot

EXHIBIT A



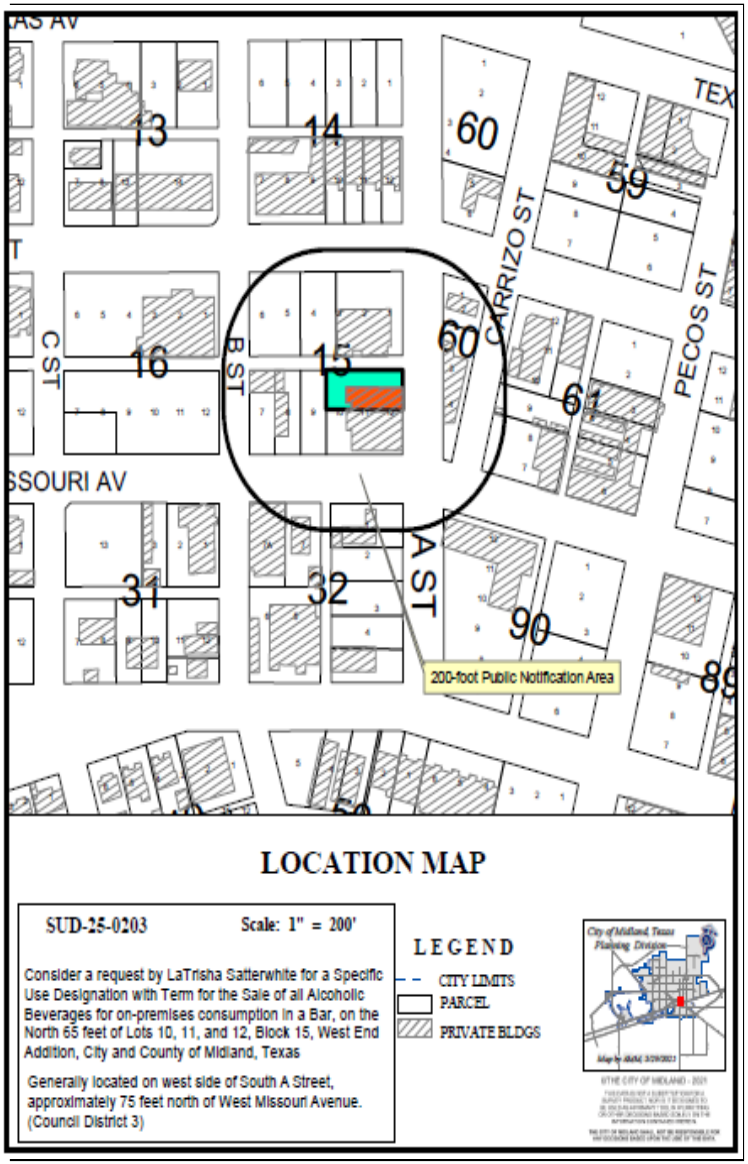
BUFFALO 30'S
© 2024 Google

16
15
60
61
CARRIZO S
BST

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
THE SPOT
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

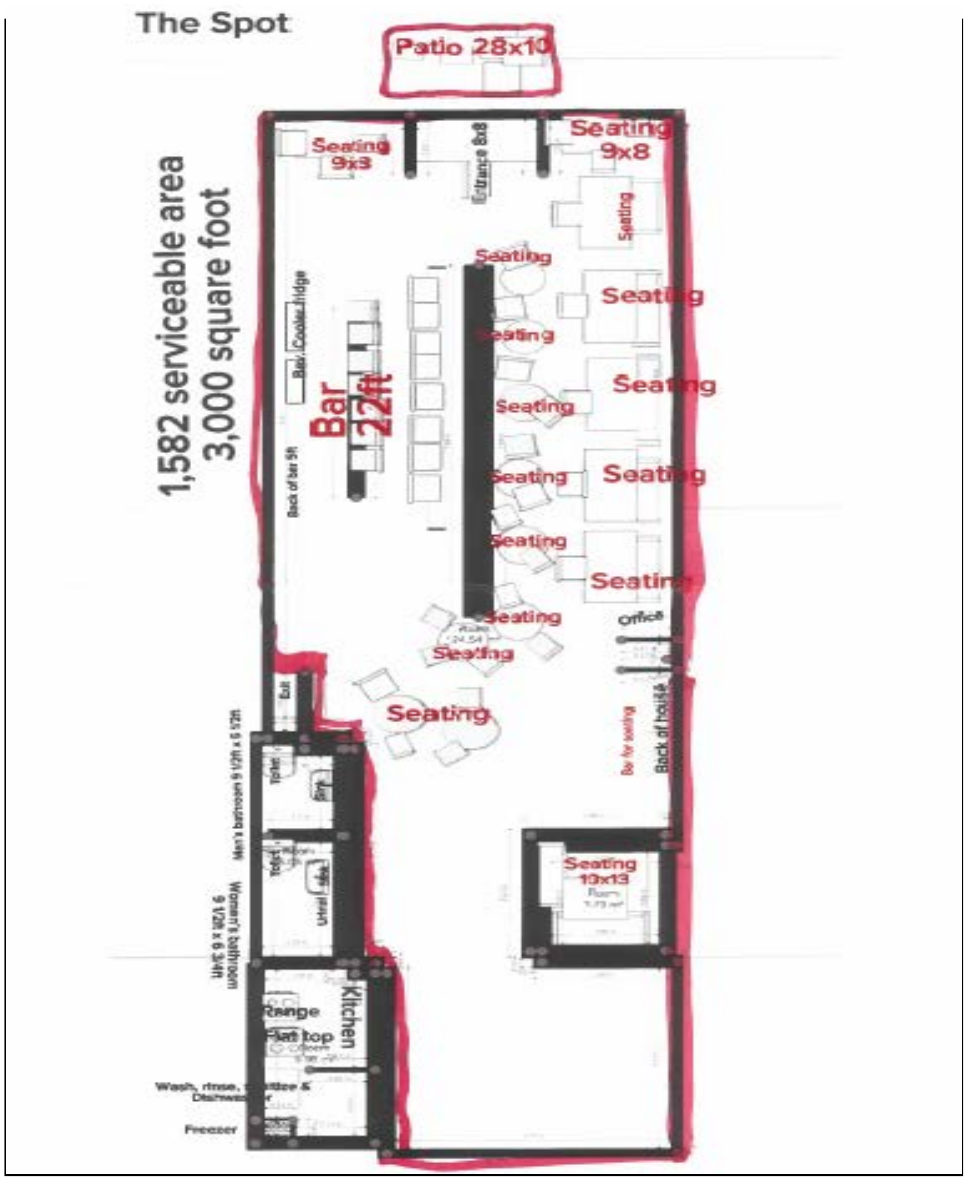
- **Applicant:** LaTrisha Satterwhite
- **Property Owner:** Justine Sosa
- **Location:** 106 South A Street
- **Reason for Request:** For the sale and on-premises consumption of alcohol



DETAILS OF REQUEST

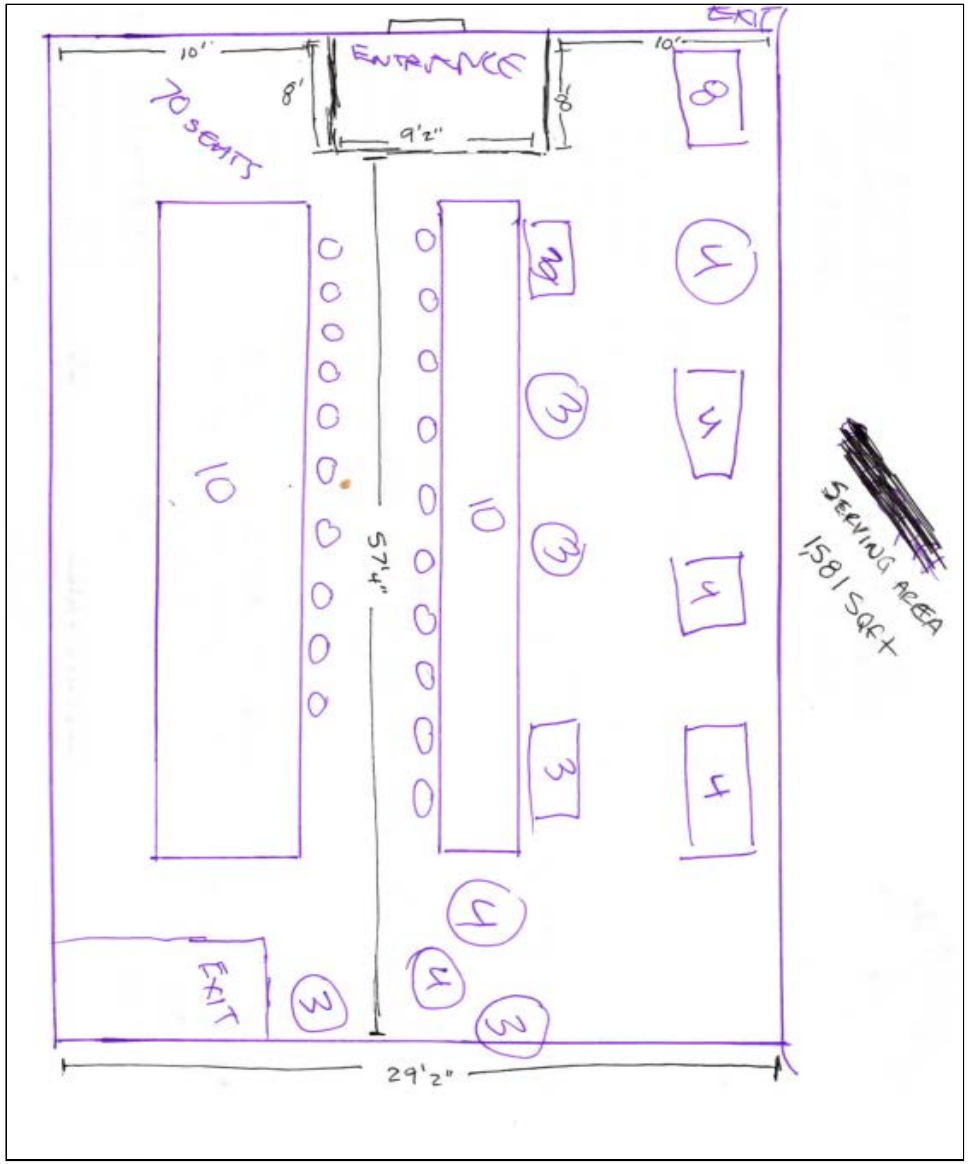
- For Proposed Bar
  - Previously Buffalo Jo's Restaurant
- **Area of Business:** 3,000 SF
- **Serviceable Area:** 1,581 SF
- **Hours of Operation and Sales of alcohol:**

  Monday through Thursday from 5 p.m. to 12 a.m. Friday from 5 p.m. to 2 a.m. Saturday and Sunday from 11 a.m. to 2 a.m.
- In process for TABC



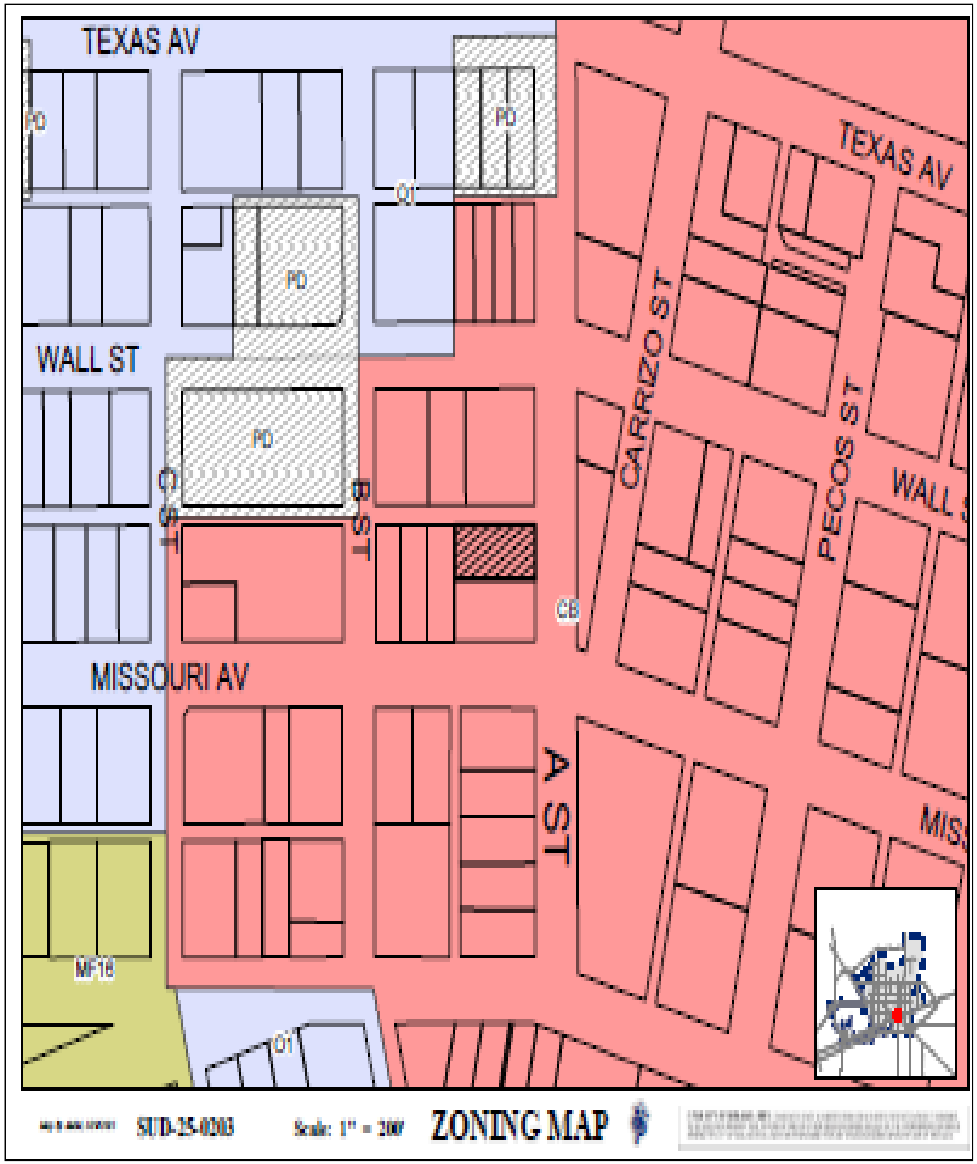
EXISTING SUD

- Buffalo Jo's SUD
- Approved on May 10, 2022
- Expires on May 10, 2026
- **Area of Business:** 3,000 SF
- **Serviceable Area:** 1,581 SF
- **Hours of Operation and Sales of Alcohol:** Tuesday to Sunday from 11 a.m. to 12 a.m.



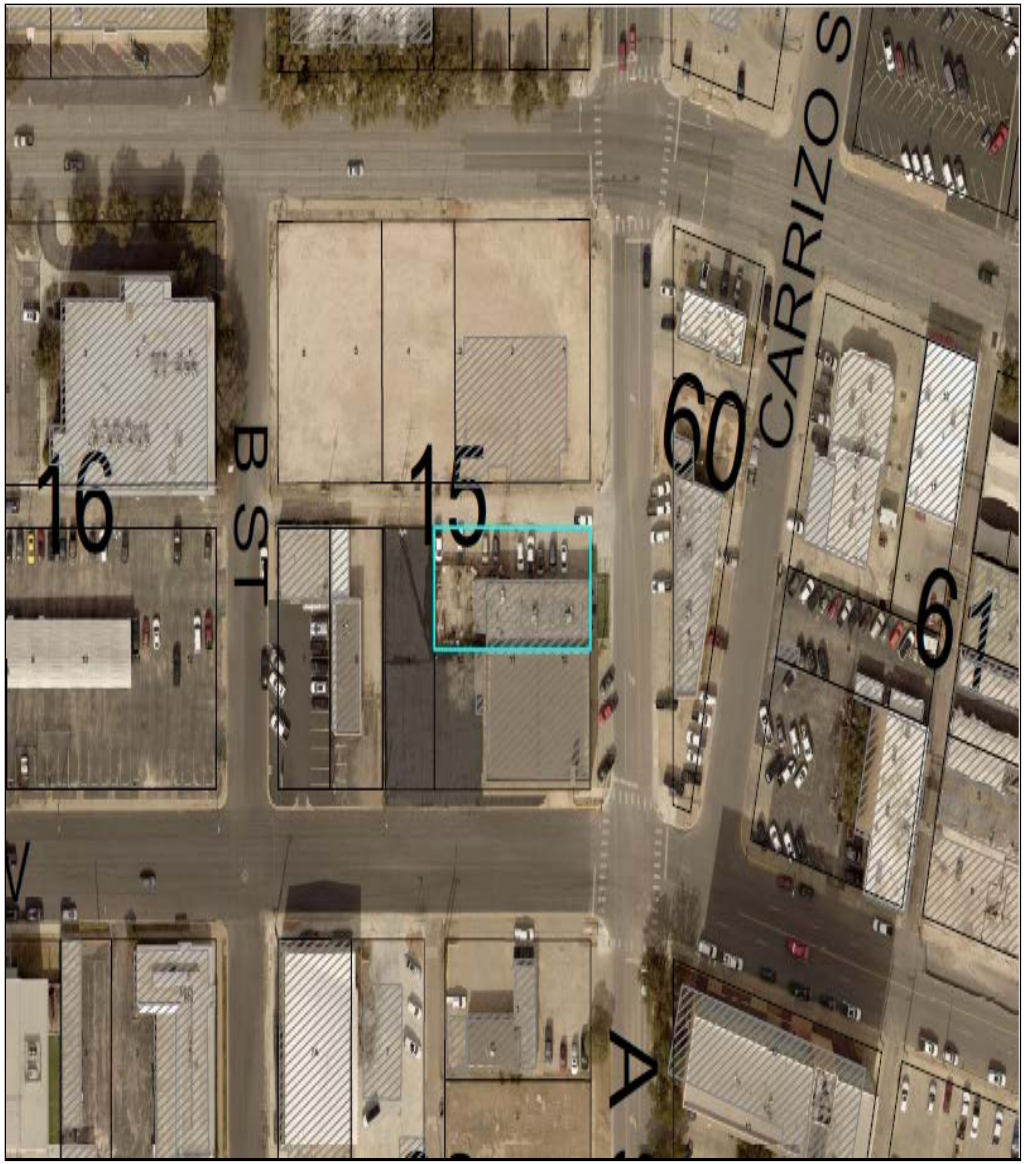
ZONING

- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:**
  - CB, Central Business
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



LAND USE

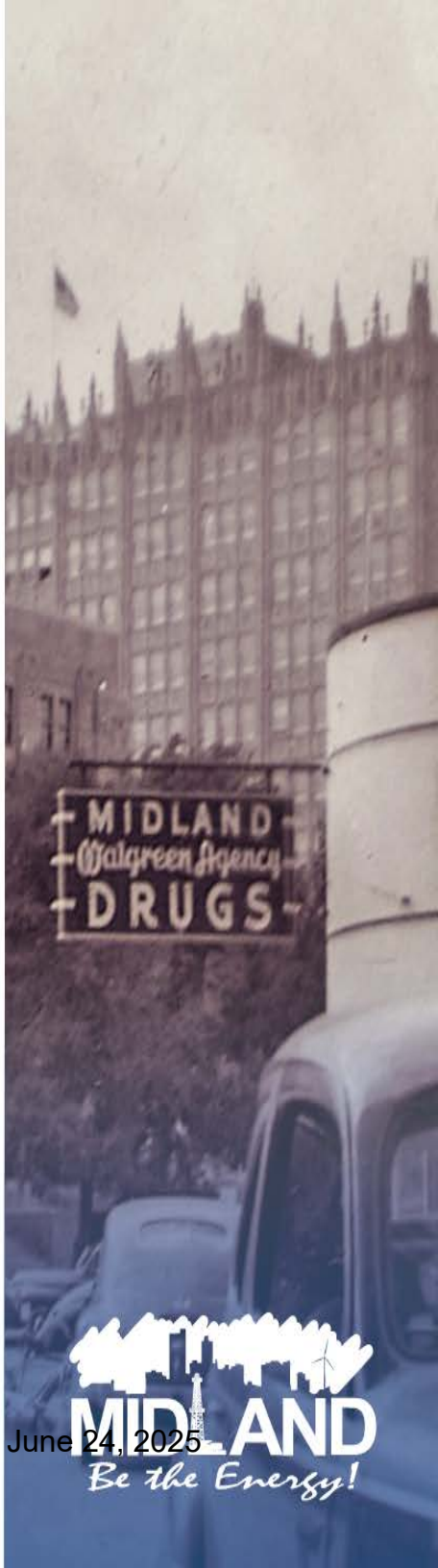
- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North and South:** Retail Businesses
  - **East and West:** Vacant
- **Proposed Use:** Bar



On South A Street, Looking West

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections."



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission approved of this request on June 16, 2025
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,581 square feet as shown Exhibit A, which is attached hereto and incorporated herein for all purposes.

STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcohol beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to the following: Monday through Thursday from 5 p.m. to 12 a.m.(midnight); and Friday from 5 p.m. to 2 a.m. of the following day; Saturday and Sunday from 11 a.m. to 2 a.m. of the following day.

STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 24

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 10, LYNSIDE NEIGHBORHOOD, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST SCHARBAUER DRIVE AND NORTH TYLER STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Bertha Ramirez is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 1110 East Scharbauer Drive for Casa Blanca Ballroom.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

RR, Retail Regional District

Surrounding Zoning and Land Use:

The properties to the north are zoned RR, Regional Retail District, and are vacant lots. The properties to the east are zoned TH, Townhouse (Attached) Dwelling District and O-1, Office District, and is residential. The properties to the south are zoned O-1, Office District, and consist of vacant lots and single-family housing. The property to the west is zoned RR, Regional Retail District, and is an automotive shop.

Analysis:

The subject property is located at 1110 East Scharbauer Drive and is zoned RR, Retail Regional District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the Special Events Center, Casa Blanca Ballroom, is 17,133.72 square feet and the proposed alcohol serviceable Area is 11,960 square feet. There is an existing building on the property which was previously used as a event venue by Crown Royal Club. The property does not currently have an SUD for the sale of alcohol for on-premises consumption. The new business, Casa Blanca Ballroom, is attempting to obtain their TABC license but must first obtain their SUD.

The proposed days and hours of operation are:

Monday through Sundays from 9 a.m. to 2 a.m.
Sundays from 10 a.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Sundays from 9 a.m. to 2 a.m.
Sundays from 10 a.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for the Casa Blanca Ballroom is acceptable. The property must adhere to the maximum occupant load of 797 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a Special Events Center, subject to Condition A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 11,960 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Monday through Saturdays from 9 a.m. to 2 a.m. Sundays from 10 a.m. to 2 a.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration

F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of June 13, 2025 staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint Presentation

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 10, LYNSIDE NEIGHBORHOOD, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST SCHARBAUER DRIVE AND NORTH TYLER STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 1, Block 10, Lynside Neighborhood, Section 2, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a special events center (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 11,960 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 9:00 a.m. to 2:00 a.m. of the following day; and Sunday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

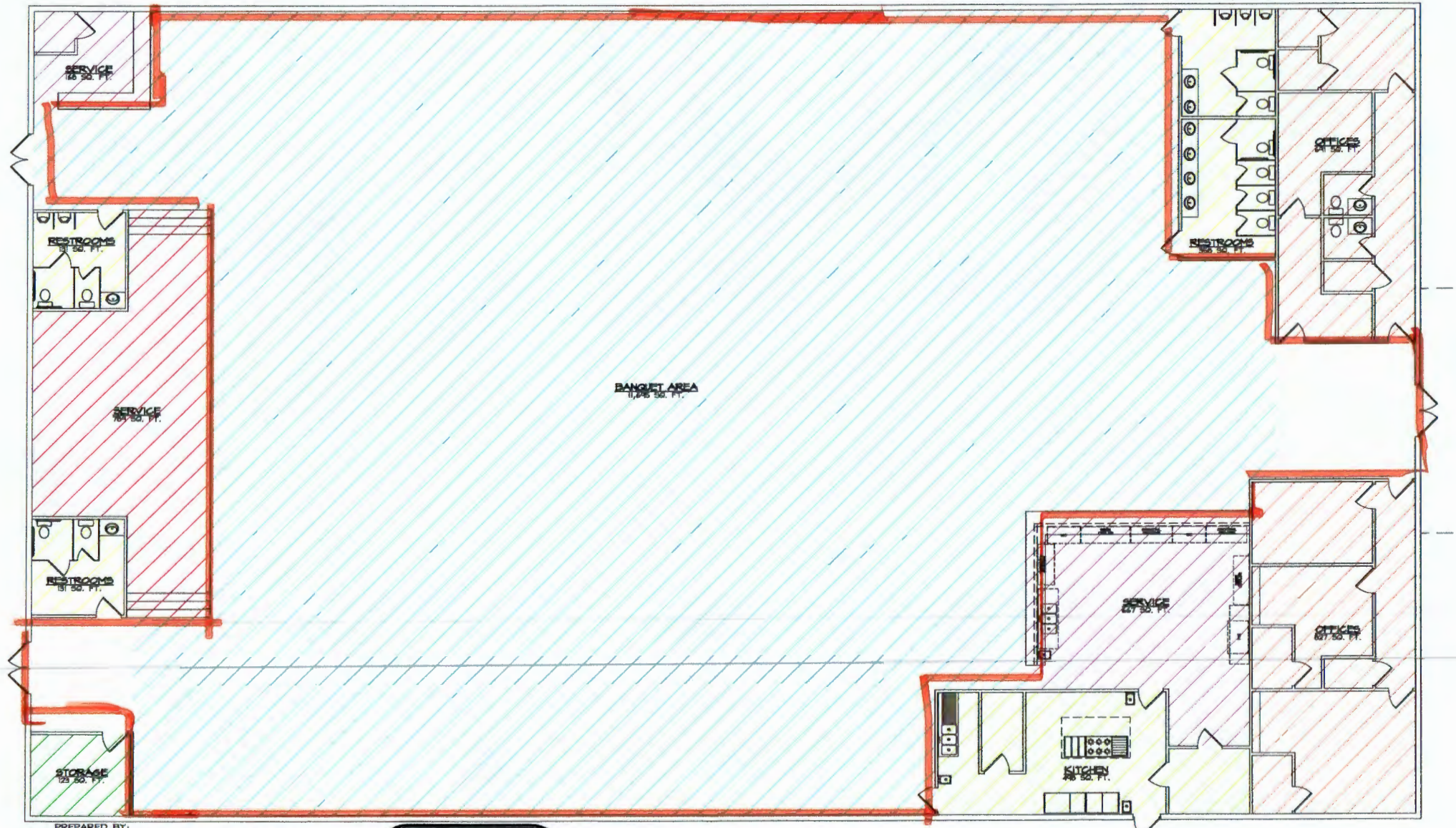
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A



PREPARED BY:
J M DRAFTING & DESIGN
Email: jmartinki@gmail.com Cell: (432) 425-5247

AS-BUILT FLOOR PLAN FOR:
1110 E SCHARBAUER DR
1110 E SCHARBAUER DR
MIDLAND TEXAS

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DATE:
MAY 19, 2025
JOB # JM25074

A FLOOR PLAN
NOTE N. T. S.

Servicable area = 11,960 SQ.FT

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

FOR STAFF'S USE ONLY
Project Number: _____
Case Number: SUD-25-0004

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Bertha Ramirez		Phone (432) 559 5096 Email b.ram24e@ymail.com	
Address 1407 W. CO. Rd 130	City Midland	State TX	Zip 79706

Property Owner Printed Name: Casa Blanca Ramirez, Inc LLC		Phone (432) Email b.ram24e@ymail.com	
Address 1407 WCR 130,	City Midland	State TX	Zip 79706

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 1110 E. Scharbauer Dr.

Business Name: Casa Blanca Ballroom

Reason for Request: TABC

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Venue

Proposed/Current Days and Hours of Operation: Monday - Friday - 9am - 2am Sunday 12am-2am

Proposed Days and Hours of Alcohol Service: Monday - Sunday 9am - 2am

Total Square Footage of Business: (17,133.72 SQ. FT)

Square Footage of Alcohol Serviceable Area: 11,960

(Outline in red on floor plan)

Restroom Fixtures:	*Men*	**Toilets/Urinals:** ~~#6~~ 15	**Bathroom Sinks:** ~~#~~ 5
	Women	**Toilets:** 7	**Bathroom Sinks:** # 7

****Application will not be considered for scheduling until reviewed by a planner.****

Submittal and Fees

Items to be submitted with this application form:

Application Fee of $300 –

- If by check, put Payable to the 'City of Midland'
- If online, check email for invoice

Dimensioned Floor Plan showing:

- Seating
- Exits
- Restrooms
- Kitchen (if applicable)
- Total Square Footage
- Serviceable Square Footage (outlined in red & labeled)

Dimensioned Site Plan showing:

- Parking
- Business Footprint

Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Bertha Ramirez	Date: 5-20-2025
Applicant (printed): Bertha Ramirez	
Property Owner (signature): Bertha Ramirez	Date: 5-20-2025
Property Owner (printed): Bertha Ramirez	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Bertha Ramirez who, being by me duly sworn, upon oath says: That (s)he is authorized by Casa Blanca Ramirez, LLC the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 13th day of May, 20 25, to certify which witness my hand and seal of office.

MARTA PERALES
Notary ID #1855843
My Commission Expires
March 25, 2026

Marta Perales
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

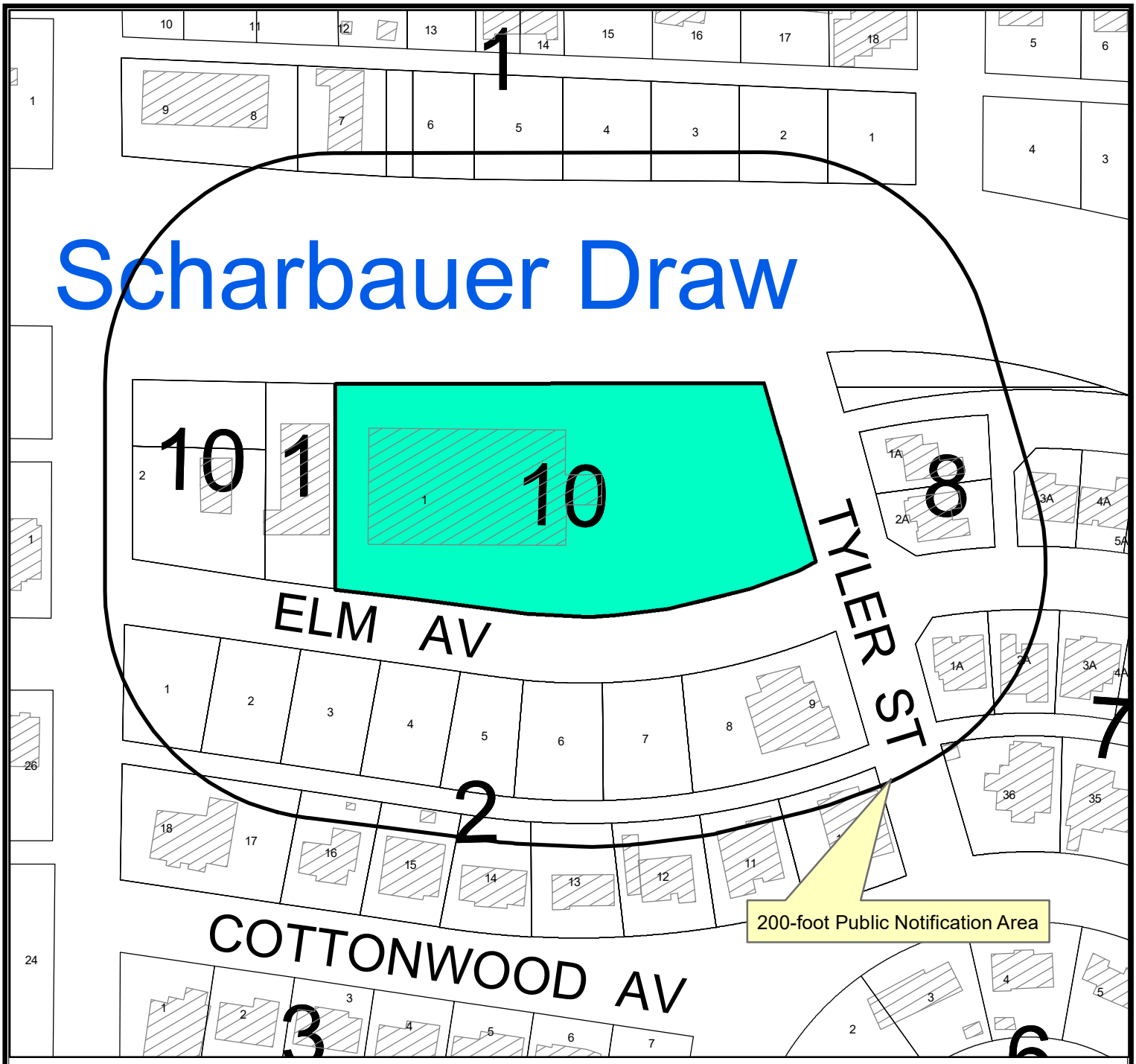
****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☐ Application Fee	☑ Site Plan
Check # Invoice	☐ Plans in Digital Format (PDF/JPEG)
Received By: Alexis	Date: RECEIVED

MAY 20 2025

Initial: _____

Application will not be considered for scheduling until reviewed by a planner.



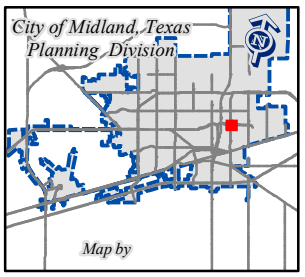
Location Map

SUD-25-0204 **Scale: 1" = 800'**

Consider a request by Bertha Ramirez for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on Premises consumption in a Wedding Chapel, Reception Facility, Special Events Center, on Lot 1, Block 10, Lynside Neighborhood, Section 2, City and County of Midland, Texas. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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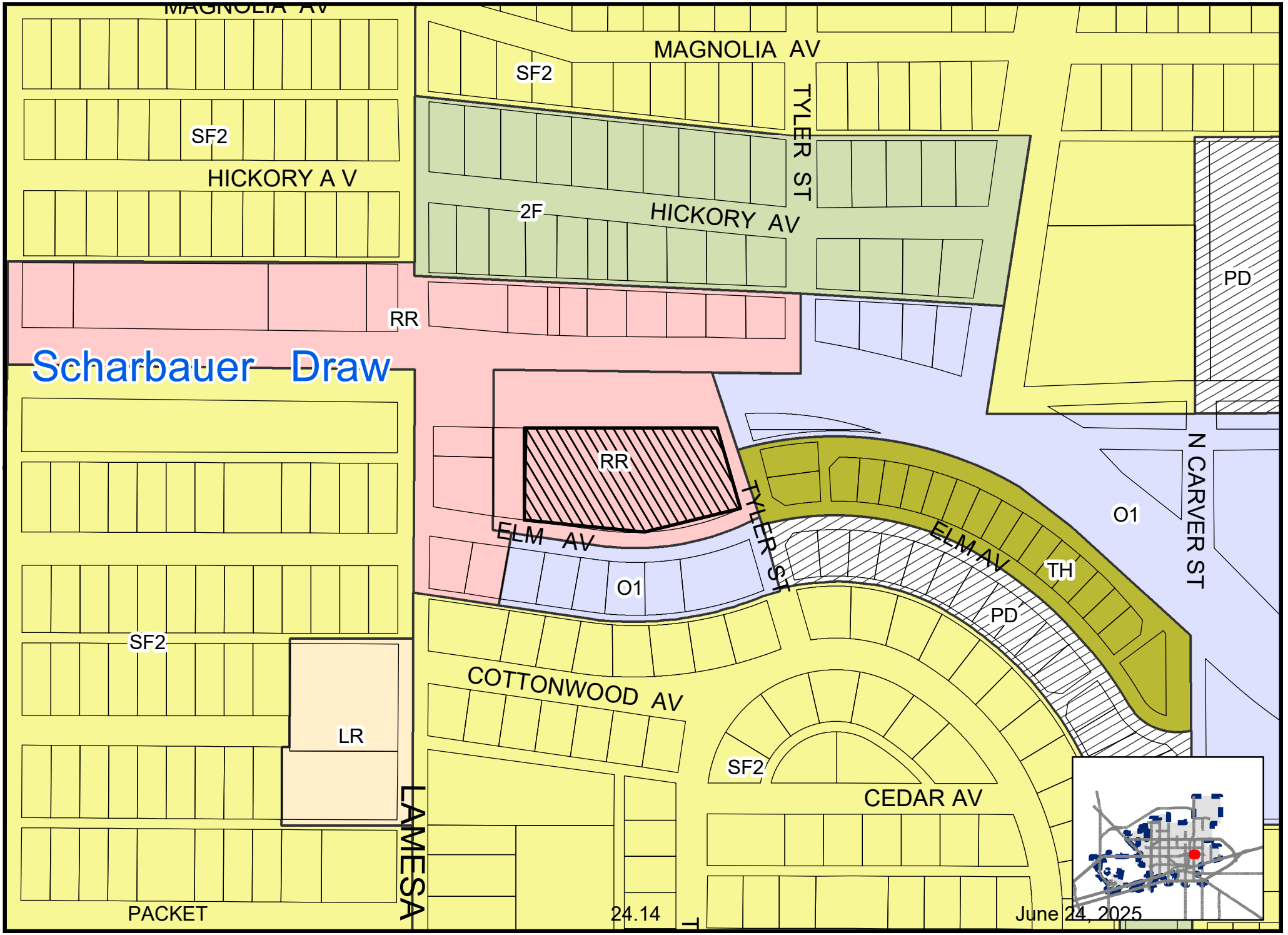

Map by AMM

SUD-25-0204

Scale: 1" = 600'

ZONING MAP

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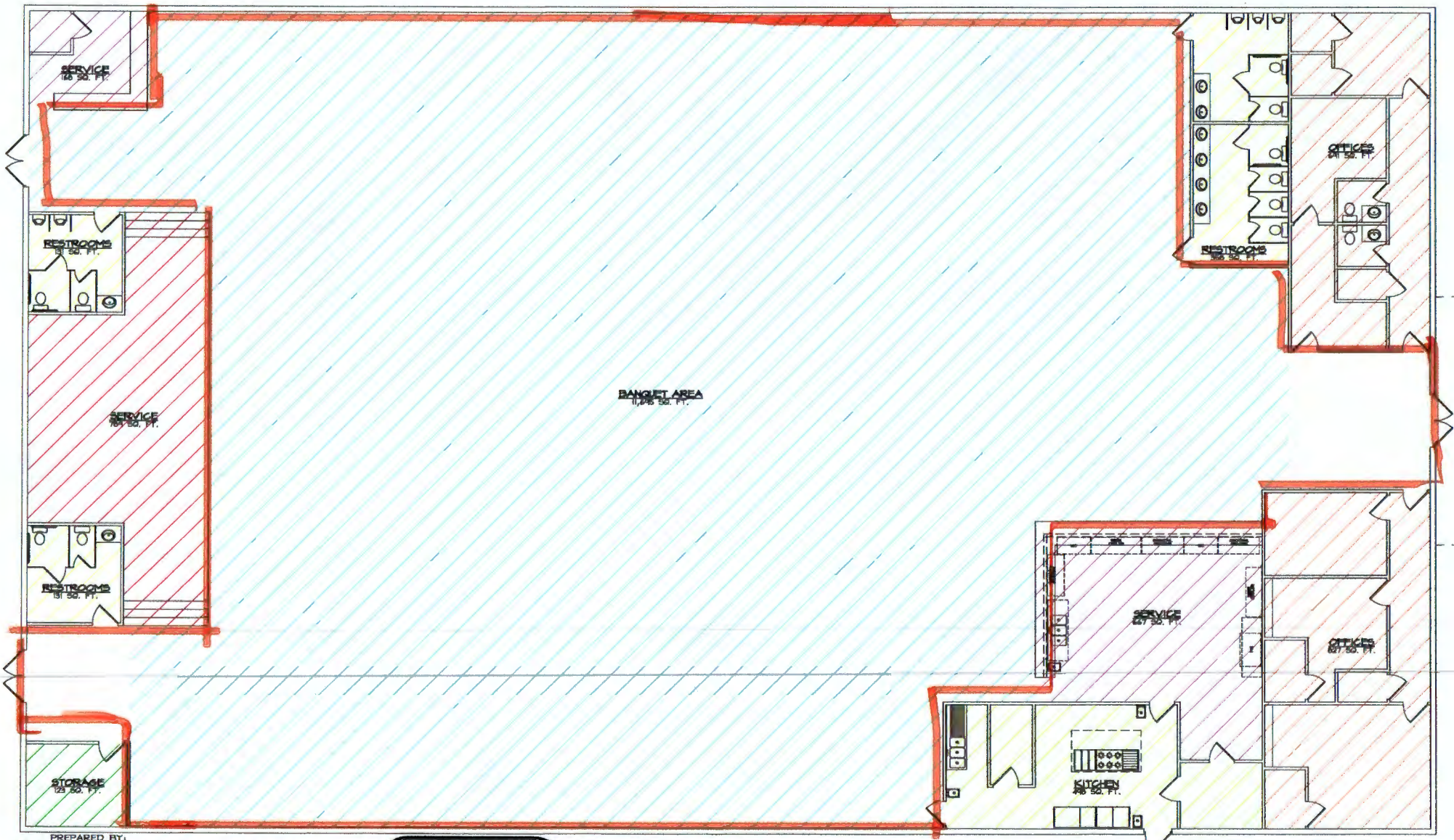

PREPARED BY:
J M DRAFTING & DESIGN
Email: jmartinki@gmail.com Cell: (432) 426-5247

AS-BUILT FLOOR PLAN FOR:
1110 E SCHARBAUER DR
1110 E SCHARBAUER DR
MIDLAND TEXAS

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DATE:
MAY 19, 2025
JOB # JM25074

A FLOOR PLAN
NOTE N. T. S.

Servicable area = 11,960 SQ.FT

Draw
1
8
10
1
10
ELM AV
TYLER ST
8
7
2
PACKET
June 24, 2025

MIDLAND
Be the Energy!

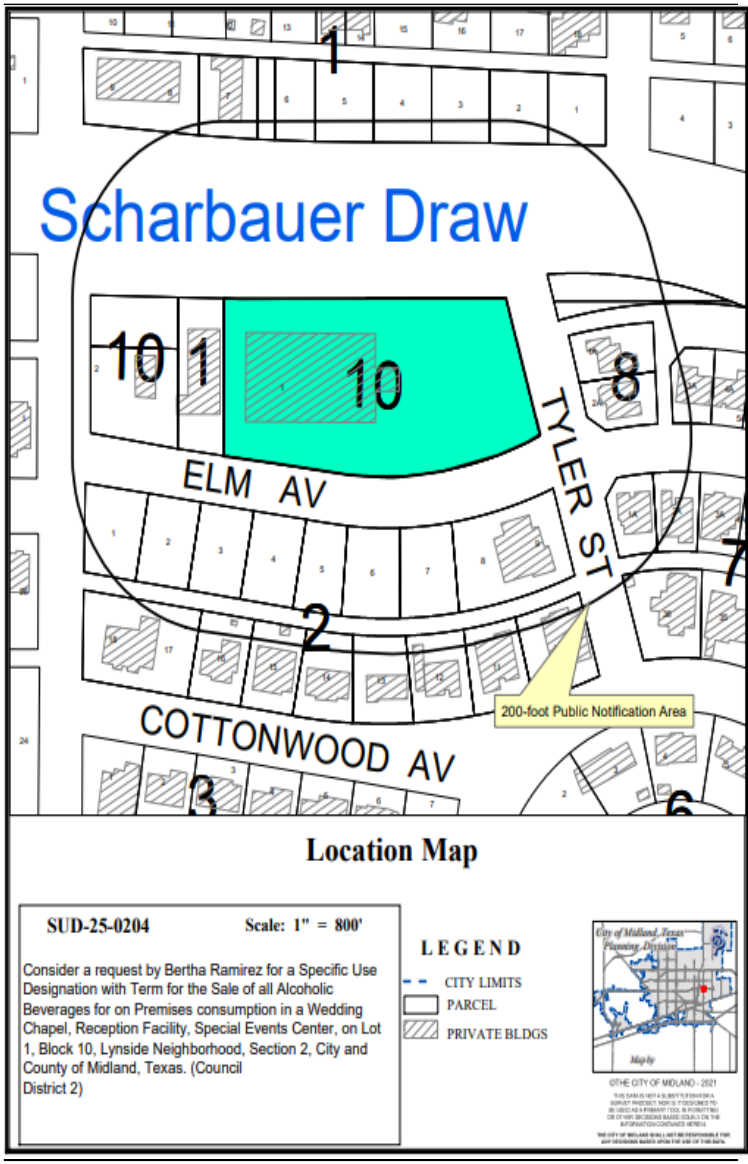
ITEM

SPECIFIC USE DESIGNATION
CASA BLANCA BALLROOM

Visit Our Website
MIDLANDTEXAS.GOV

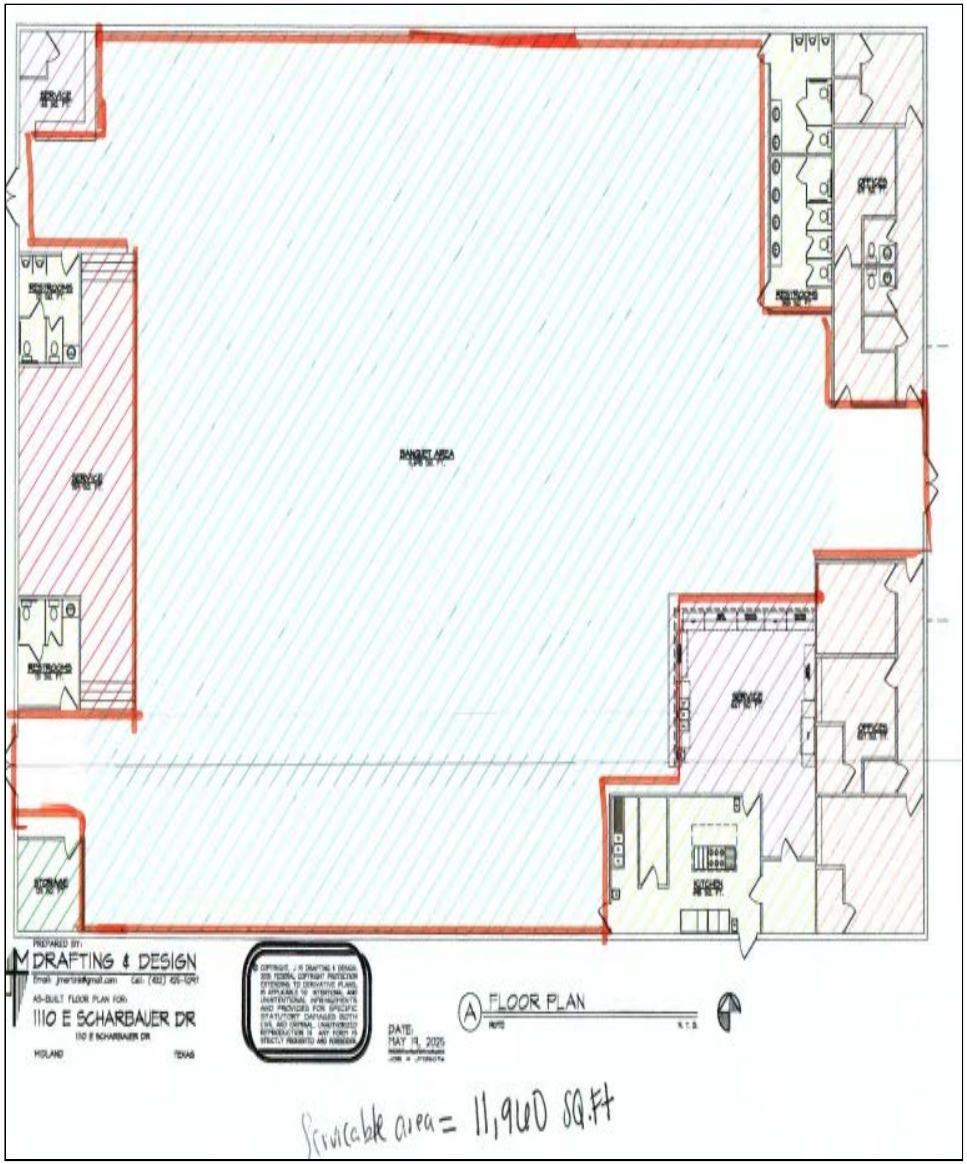
APPLICATION SUMMARY

- **Applicant and Property Owner:** Bertha Ramirez
- **Location:** 1110 East Sharbauer Drive
- **Reason for Request:** For the sale and on-premises consumption of alcohol



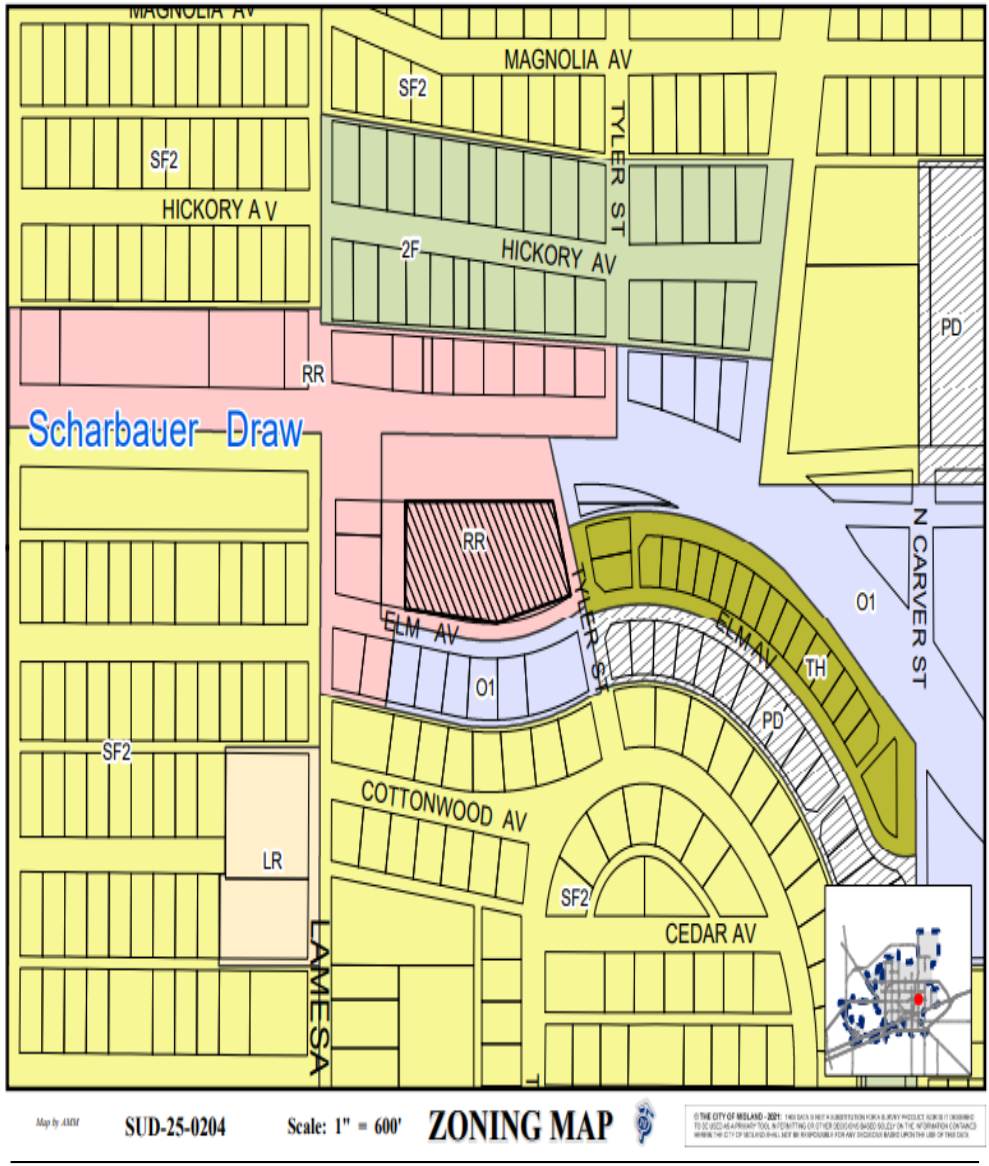
DETAILS OF REQUEST

- For Existing Event Center
  - Previously Crown Royal Club
- **Area of Business:** 17,133 SF
- **Serviceable Area:** 11,960 SF
- **Hours of Operation:** Monday to Saturday from 9 a.m. to 2 a.m. Sundays from 10 a.m. to 2 a.m.
- **Proposed Hours of Alcohol Service:** Same as hours of operation



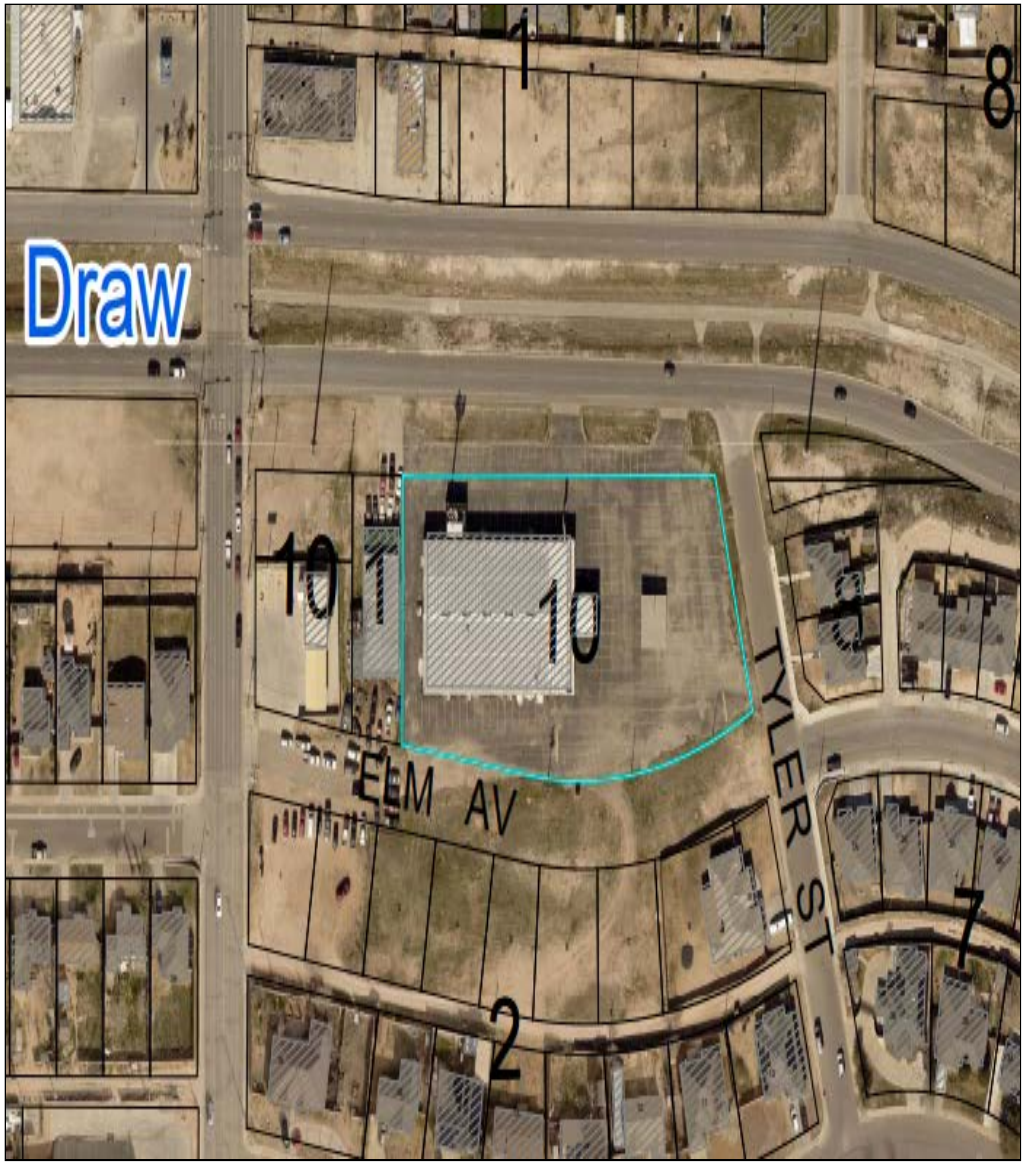
ZONING

- **Current Zoning:** RR, Regional Retail
- **Surrounding Zoning:**
  - **North and West:** RR, Regional Retail
  - **South:** O1, Office District
  - **East:** 01, Office District and TH, Townhome Dwelling District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



LAND USE

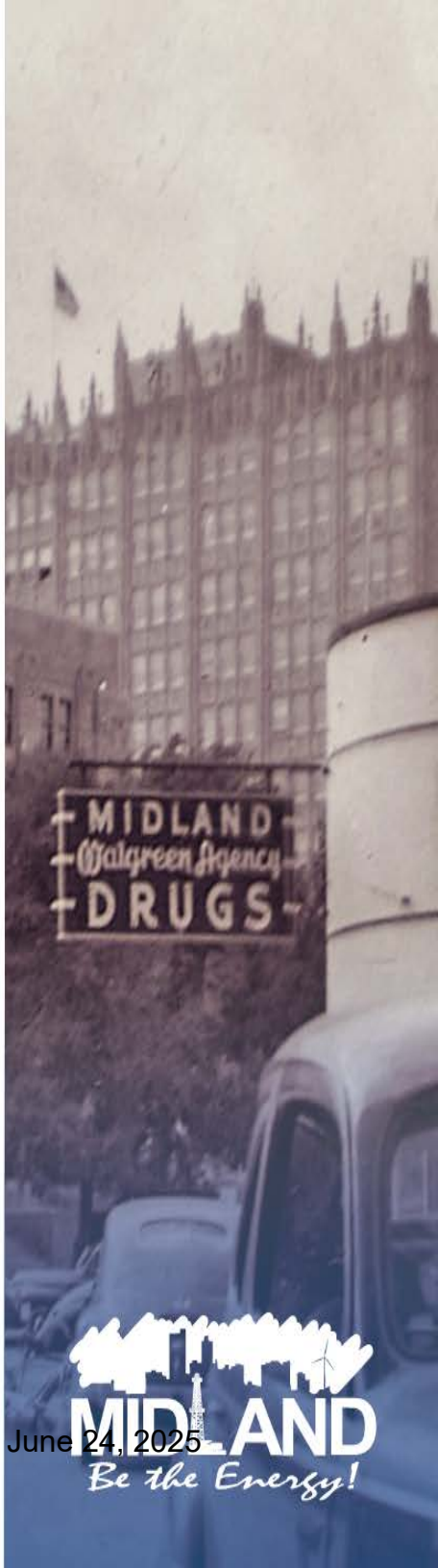
- **Current Use:** Special Event Center
- **Surrounding Uses:**
  - **North:** Vacant buildings
  - **South and East:** Residential
  - **West:** Automotive Shop



On North Tyler Street, Looking West

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections."



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 11,960 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purpose.

STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following: Monday through Saturday from 9:00 a.m. to 2:00 a.m. of the following day; and Sunday from 10:00 a.m. to 2:00 a.m. of the following day

STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 25

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND AND THE COMMUNITY DEVELOPMENT BLOCK GRANT PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE, AND RECOMMENDATIONS REGARDING THE 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION SUBMISSIONS AND THE FIRST YEAR ACTION PLAN IN ACCORDANCE WITH THE 2025-2030 FIVE-YEAR CONSOLIDATED PLAN (DISTRICT: NONE) (DEVELOPMENT SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

The purpose of the public hearing is to allow the citizens to participate in the development of the City's 2025/2026 Community Development Program and the First-Year Action Plan to the Five Year Consolidated Plan 2025-2030. Past usage of Community Development Block Grant (CDBG) funds, community development and housing needs, and proposed uses of 2025/2026 CDBG funds will be discussed. The CDBG prioritization committee will convene at the earliest possible date to review and make recommendations for funding to the full council.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

No fiscal impact to the City of Midland Budget.

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

The City anticipates receiving approximately **$973,186** from the U.S. Department of Housing and Urban Development (HUD) for Program Year 2025. With an additional **$50,000 in program income** and **$200,000 in prior-year fund balance**, total available CDBG funds amount to **$1,223,186**. In accordance with HUD requirements, at least 70% of CDBG funds must be allocated to activities that benefit low- and moderate-income residents.

The **application period for 2025–2026 CDBG funding opened April 1 and closed April 25, 2025**. A total of **18 applications** were received, requesting approximately **$2,081,333** in funding—significantly more than the amount available. Applications represent a wide range of eligible uses, including housing rehabilitation, infrastructure, public services, park improvements, and economic development.

As part of the City's annual outreach process:

- In **January**, staff presented an overview of the CDBG cycle and timeline to City Council.
- In **March**, the City held public input meetings and conducted community surveys to identify priority needs. A public notice was published in the *Midland Reporter-Telegram* (MRT) to promote participation.
- In **April**, the official application window was publicly noticed in the *MRT*, including opening and closing dates.
- The 2025/2026 application period ran from April 1 through April 25, during which time 18 applications were received, as detailed below.
- Throughout the year, staff provides regular updates to local partners, including monthly briefings at the Homeless Coalition whose members include service providers across the community.
- In **June**, two public hearings are held (including this meeting) to provide an opportunity for public input on the submitted applications and their alignment with community priorities.
- Following the hearings, the draft Annual Action Plan will be made available for a **30-day public comment period**, posted at City Hall, both public libraries, community centers, and on the City's website.
- After the comment period, the plan will be finalized and submitted to HUD by the **August 15, 2025** deadline.

This outreach process is designed to ensure transparency, comply with federal regulations, and encourage meaningful community participation. The following is a summary of the applications received:

Community Programs & Support Initiatives

1. **Casa de Amigos – SE Senior Center Nutrition Program**
    - ***Request: $70,000***
    - Program Budget: $308,500
    - Provides daily meals and food boxes to approximately 300 seniors across three sites.

2. **Casa de Amigos – Home Cleaning Program**
    - ***Request: $60,000***
    - Program Budget: $132,400
    - Deep cleaning and routine maintenance services for 106 low-income seniors and disabled adults.
3. **Casa de Amigos – Senior Arts Program**
    - ***Request: $15,000***
    - Program Budget: $22,000
    - Weekly arts programming (pottery, painting, quilting) for ~90 elderly and disabled residents at the City of Midland senior centers.
4. **Mission Center Adult Day Service – Take Home Terrific Program**
    - ***Request: $46,000***
    - Program Budget: $129,000
    - Evening meal delivery and wellness checks for 80 mobility-impaired individuals.
5. **Senior Life Midland – Share A Meal (Meals on Wheels) Program**
    - ***Request: $60,003***
    - Program Budget: $60,003
    - Delivers 975 meals per day to homebound seniors, including weekend frozen meals.
6. **The Salvation Army – Nutrition & Support Services for Homeless**
    - ***Request: $200,000***
    - Program Budget: $445,000
    - Provides ~7,650 meals per month and kitchen personnel for the feeding program, a portion of the organization's Homeless and Indigent Program which serves ~3,060 low-income individuals each month.
7. **West Texas Food Bank – Drive-Thru Food Distribution Pantry Program**
    - ***Request: $81,000***
    - Program Budget: $280,000
    - Provides 25-to-30-pound pantry boxes to ~3,000 low-income individuals through a drive-thru and partner distribution sites.
8. **Church on Wheels – Breaking Bread Ministries Oven Replacement**
    - ***Request: $25,000***
    - Project Budget: $25,000
    - Replacement of inoperable ovens used to prepare meals for those experiencing homelessness.
9. **WeeCare, Inc. – Upwards' BOOST Program**
    - ***Request: $64,000***
    - Program Budget: $109,622
    - Microenterprise technical assistance and business support for 8 licensed in-home childcare providers benefiting 100 families.

Facilities & Park Improvements

1. **City of Midland Parks & Recreation – MLK Recreation Center Stage Renovation**
    - ***Request: $50,000***

- Project Budget: $50,000
- ADA upgrades and improvements to the stage floor, curtains, and aesthetics at MLK auditorium.

2. **City of Midland Parks & Recreation – Washington, Hidalgo, and Hogan Park Amenities & Solar Lighting**
   - ***Request: $80,000***
   - Project Budget: $80,000
   - Picnic tables for Washington, Hidalgo, and Hogan Parks and solar lights for Dunagan Park.
3. **City of Midland Parks & Recreation – Hidalgo Park Restroom Replacement**
   - ***Request: $275,000***
   - Project Budget: $275,000
   - New restroom facility to serve park visitors, particularly children and families.
4. **City of Midland Housing Authority – Langtry Village Apartments Appliance and Fire Door Upgrades**
   - ***Request: $109,330***
   - Project Budget: $109,330
   - Replacement of outdated kitchen appliances in 85 units and installation of 25 HUD-compliant fire exit doors at a housing facility for elderly and disabled residents.
5. **City of Midland Housing Authority – Village Square Apartments HVAC System Replacement**
   - ***Request: $100,000***
   - Project Budget: $421,800
   - Replaces aging HVAC systems in 133 low-income units originally built in 1959.

Infrastructure Improvements

1. **Midland Habitat for Humanity – Fairgrounds Road Subdivision Infrastructure**
   - ***Request: $400,000***
   - Project Budget: $4,000,000
   - Street, sewer, water, curb, and site improvements for 100-lot affordable housing subdivision.
2. **City of Midland Engineering – S. Benton Street Sidewalk and Utility Improvements**
   - ***Request: $196,000***
   - Project Budget: $196,000
   - Utility upgrades and the installation of sidewalks on the eastside of S. Benton St from Indiana Ave to S. California St.

Housing Assistance

1. **City of Midland Community Development – First-Time Homebuyer Assistance Program**
   - ***Request: $150,000***
   - Program Budget: $150,000
   - Down payment assistance for 10 low-income first-time homebuyers.

2. **City of Midland Community Development – Minor Home Repair Assistance Program**
    - ***Request: $100,000***
    - Program Budget: $100,000
    - Up to $7,000 for critical home repairs for 14 low-income, owner-occupied homes.

Morris William Jr.

City Manager's Office

City Council Meeting

Item Number: 26

Meeting Date: June 24, 2025

To: City Council / City Manager

From: Elizabeth Triggs, Director

Subject: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

An ordinance of the City Council of the City of Midland, Texas, to consider and approve an ordinance adopting the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Two (TIRZ No. 2), City of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

All incremental tax value above the base year value will be deposited into the TIRZ Fund to support eligible redevelopment projects within the zone.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The City Council previously established TIRZ No. 2 by Ordinance No. 10448 on November 14,

2023, under the authority of Chapter 311 of the Texas Tax Code. The purpose of this zone is to encourage public-private partnerships to stimulate redevelopment and infrastructure improvements in targeted areas of the city.

As required by Section 311.011 of the Texas Tax Code, a Final Project and Financing Plan has been prepared and was reviewed and recommended for approval by the Tax Increment Reinvestment Zone Number Two Board of Directors on May 28, 2025. The ordinance presented for Council's consideration includes the Plan as Exhibit "A" and confirms that the Plan is feasible and aligns with the City's comprehensive planning objectives.

A public hearing is not required for the adoption of the Final Project and Financing Plan, per the applicable statute.

The ordinance also authorizes the TIRZ No. 2 Board of Directors to implement economic development programs under the City's authority provided in Chapter 380 of the Texas Local Government Code. These programs may include public improvements, infrastructure, and grant-making efforts to promote economic activity within the zone.

Approval of this ordinance will formally adopt the Plan and allow for implementation to begin.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE

WHEREAS, the City of Midland, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, on November 14, 2023 the City Council of the City of Midland, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 10448 designating a contiguous geographic area within the City as Reinvestment Zone Number Two, City of Midland, Texas (the "Zone"); and

WHEREAS, in accordance with Section 311.011(a) of the Act, on May 28, 2025, the Board of Directors of the Zone (the "Board") adopted the final Project and Financing Plan (the "Plan"), which is attached hereto and incorporated herein for all purposes, and submitted the Plan to the City for the City Council's final approval; and

WHEREAS, the City Council finds it to be in the public interest to approve the Plan in accordance with Section 311.011(b) of the Act;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, THAT:

SECTION ONE. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION TWO. FINDINGS.

That the City Council hereby makes the following findings of fact:

(a) That the Plan includes all information required by Section 311.011(b) and (c) of the Act; and

(b) That the Plan is feasible and conforms to the City's master plan.

SECTION THREE. APPROVAL OF PLAN.

That based on the findings set forth in Section Two of this Ordinance, the Plan is hereby approved.

SECTION FOUR. BOARD OF DIRECTORS.

That pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended. The Board's establishment and administration of a program authorized by this paragraph, including but not limited to an agreement, amendment of an agreement, or renewal of an agreement authorized by Chapter 380, Local Government Code, in conjunction with the Act, shall be of no force or effect unless it is approved by the City Council.

Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issue bonds, (ii) impose taxes or fees, (iii) exercise the power of eminent domain, or (iv) give final approval to amendments of the Plan.

SECTION FIVE. SEVERABILITY CLAUSE.

That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION NINE. OPEN MEETINGS.

That it is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION TEN. EFFECTIVE DATE.

That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A

Final Project and Financing Plan

Tax Increment Reinvestment Zone #2
City of Midland, Texas

Table of Contents

- Introduction 1
- TIRZ Boundary 2
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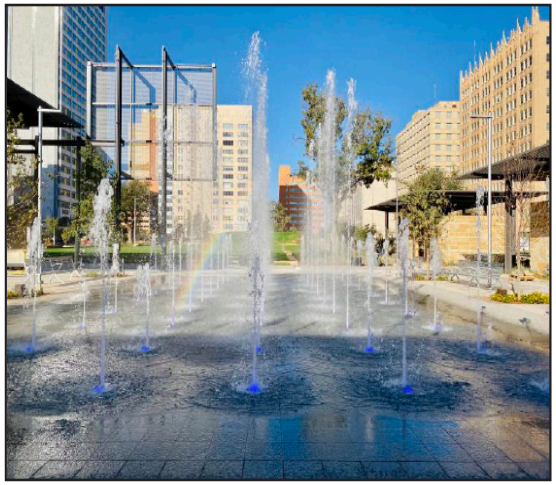
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

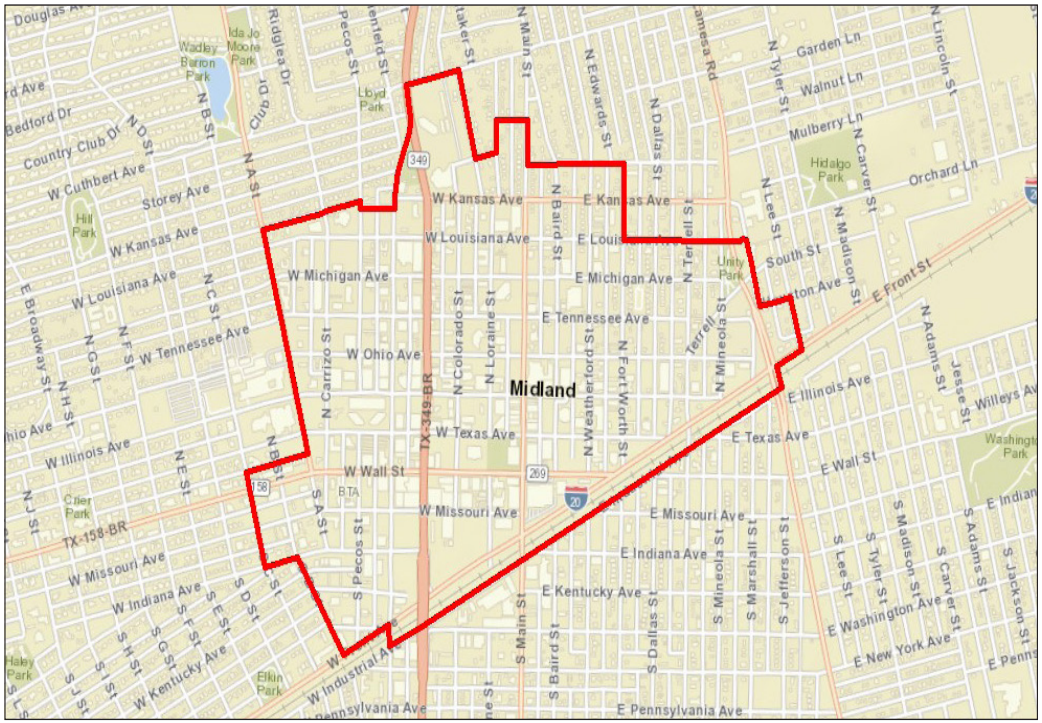
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2023, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, approved an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This project and financing plan outlines the funding of $124,100,332 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right of way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then

East along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then

East along the northern boundary of said alley, to the western right-of way line of "A" St., then

North along the western right of way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then

East along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then

East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then

South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then

East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then

North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then

East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then

South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then

East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then

North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then

East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then

South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then

East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then

South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then

East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then

South along the eastern boundary of said alley to the southern right of way line of South St., then

West along said line to the SE corner of South St. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then

East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then

South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then

West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and "B" St., then

North along the western right of way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then

West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is $534,738,217, for the City of Midland, as provided by the Midland Central Appraisal District. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year-ending April in this market with less than 28,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices were up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 10 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TIRZ during the term of the TIRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Plasencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland-Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by City leadership, DPED projects that hotel projects will be developed during the term of the TIRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #2				
Hotel	2025	80	$ 125,000	$ 10,000,000
Hotel	2026	135	$ 125,000	$ 16,875,000
Multifamily	2027	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	$ 90,000	$ 4,500,000
Retail	2028	2,500	$ 500	$ 1,250,000
Multifamily	2029	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	$ 90,000	$ 4,500,000
Retail	2030	2,500	$ 500	$ 1,250,000
Total				

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2		
Public Utilities	**$ 17,374,046**	**14.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 31,025,083**	**25.0%**
Street and Intersection Improvements	**$ 12,410,033**	**10.0%**
Pedestrian Enhancements	**$ 18,615,050**	**15.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 12,410,033**	**10.0%**
Economic Development Grants	**$ 31,025,083**	**25.0%**
Administrative Costs	**$ 1,241,003**	**1.0%**
Total	$ 124,100,332	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $124,100,332 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone.

Subject to separate interlocal agreement, Midland County may contribute 100% of the real property increment within the Zone, not to exceed $24,283,821 over the term of the Zone.

Subject to separate interlocal agreement, Midland Hospital may contribute 100% of the real property increment within the Zone, not to exceed $14,747,782 over the term of the Zone.

Subject to separate interlocal agreement, Midland College may contribute 100% of the real property increment within the Zone, not to exceed $15,613,044 over the term of the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #2	Real Property Tax - 2024 Rates		Participation	
	City of Midland	0.35066200	100%	0.3506620
	Midland County	0.13157900	100%	0.1315790
	Midland Hospital	0.07630500	100%	0.0763050
	Midland College	0.08298000	100%	0.0829800
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.6415260**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.01750000		**0.00000000**

▶ *INPUT*

INFLATION RATE	4%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.13157900	100%	0.1315790
Midland Hospital	0.07630500	100%	0.0763050
Midland College	0.08298000	100%	0.0829800
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.6415260

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.0000000

City of Midland	0.0125000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Hotel	2025	80	$ 125,000.00	$ 10,000,000	$ -	$ -	$ -	$ -
Hotel	2026	135	$ 125,000.00	$ 16,875,000	$ -	$ -	$ -	$ -
Multifamily	2027	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2027	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2028	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
Multifamily	2029	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2029	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2030	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
	TOTAL	5,665		90,875,000		-		2,500,000

▶ *OUTPUT*

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*23.1%*	$ 17,870,916	=	$ 17,870,916	+	$ -	+	$ -
Midland County	*8.7%*	$ 6,705,709	=	$ 6,705,709	+	$ -	+	$ -
Midland Hospital	*5.0%*	$ 3,888,760	=	$ 3,888,760	+	$ -	+	$ -
Midland College	*5.5%*	$ 4,228,940	=	$ 4,228,940	+	$ -	+	$ -
Midland ISD	*57.8%*	$ 44,694,872	=	$ 44,694,872	+	$ -	+	$ -
	100.0%	77,389,197		$ 77,389,197		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*54.7%*	$ 17,870,916	=	$ 17,870,916	+	$ -	+	$ -
Midland County	*20.5%*	$ 6,705,709	=	$ 6,705,709	+	$ -	+	$ -
Midland Hospital	*11.9%*	$ 3,888,760	=	$ 3,888,760	+	$ -	+	$ -
Midland College	*12.9%*	$ 4,228,940	=	$ 4,228,940	+	$ -	+	$ -
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 32,694,324		$ 32,694,324		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	*100.0%*	$ 44,694,872	=	$ 44,694,872	+	$ -	+	$ -
	100.0%	$ 44,694,872		$ 44,694,872		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

Tax Revenue Projections

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
TOTAL TAX REVENUE																															
REAL PROPERTY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Hotel Taxable Value Per Unit	125,000	130,313	135,851	141,624	147,643	153,918	160,460	167,279	174,389	181,800	189,527	197,582	205,979	214,733	223,859	233,373	243,292	253,631	264,411	275,648	287,363	299,576	312,308	325,581	339,419	353,844	368,882	384,560	400,903	417,942	435,704
Cumulative Units	-	-	-	80	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215
Hotel Taxable Value	-	-	-	**11,329,955**	**31,743,348**	**33,092,440**	**34,498,869**	**35,965,071**	**37,493,586**	**39,087,064**	**40,748,264**	**42,480,065**	**44,285,468**	**46,167,600**	**48,129,723**	**50,175,236**	**52,307,684**	**54,530,761**	**56,848,318**	**59,264,371**	**61,783,107**	**64,408,889**	**67,146,267**	**69,999,983**	**72,974,983**	**76,076,419**	**79,309,667**	**82,680,328**	**86,194,242**	**89,857,497**	**93,676,441**
Multifamily Taxable Value Per Unit	150000	156,375	163,021	169,949	177,172	184,702	192,552	200,735	209,267	218,160	227,432	237,098	247,175	257,680	268,631	280,048	291,950	304,358	317,293	330,778	344,836	359,491	374,770	390,698	407,302	424,613	442,659	461,472	481,084	501,530	522,845
Cumulative Units	-	-	-	-	-	175	175	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350
Multifamily Taxable Value	-	-	-	-	-	**32,322,848**	**33,696,570**	**70,257,347**	**73,243,285**	**76,356,124**	**79,601,260**	**82,984,313**	**86,511,146**	**90,187,870**	**94,020,855**	**98,016,741**	**102,182,452**	**106,525,207**	**111,052,528**	**115,772,260**	**120,692,581**	**125,822,016**	**131,169,452**	**136,744,154**	**142,555,780**	**148,614,401**	**154,930,513**	**161,515,060**	**168,379,450**	**175,535,576**	**182,995,838**
Multifamily - Adaptive Reuse Taxable Value Per Unit	90,000	93,825	97,813	101,970	106,303	110,821	115,531	120,441	125,560	130,896	136,459	142,259	148,305	154,608	161,179	168,029	175,170	182,615	190,376	198,467	206,902	215,695	224,862	234,419	244,381	254,768	265,595	276,883	288,650	300,918	313,707
Cumulative Units	-	-	-	-	-	50	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Multifamily Taxable Value	-	-	-	-	-	**5,541,060**	**5,776,555**	**12,044,117**	**12,555,992**	**13,089,621**	**13,645,930**	**14,225,882**	**14,830,482**	**15,460,778**	**16,117,861**	**16,802,870**	**17,516,992**	**18,261,464**	**19,037,576**	**19,846,673**	**20,690,157**	**21,569,488**	**22,486,192**	**23,441,855**	**24,438,134**	**25,476,754**	**26,559,516**	**27,688,296**	**28,865,048**	**30,091,813**	**31,370,715**
Retail Taxable Value Per SF	500	521	543	566	591	616	642	669	698	727	758	790	824	859	895	933	973	1,015	1,058	1,103	1,149	1,198	1,249	1,302	1,358	1,415	1,476	1,538	1,604	1,672	1,743
Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Multifamily Taxable Value	-	-	-	-	-	-	**1,604,599**	**1,672,794**	**3,487,775**	**3,636,006**	**3,790,536**	**3,951,634**	**4,119,578**	**4,294,660**	**4,477,184**	**4,667,464**	**4,865,831**	**5,072,629**	**5,288,216**	**5,512,965**	**5,747,266**	**5,991,525**	**6,246,164**	**6,511,626**	**6,788,370**	**7,076,876**	**7,377,643**	**7,691,193**	**8,018,069**	**8,358,837**	**8,714,088**
Taxable Value	-	-	-	**11,329,955**	**31,743,348**	**70,956,348**	**75,576,592**	**119,939,379**	**126,780,638**	**132,168,815**	**137,785,990**	**143,641,894**	**149,746,675**	**156,110,909**	**162,745,622**	**169,662,311**	**176,872,959**	**184,390,060**	**192,226,638**	**200,396,270**	**208,913,111**	**217,791,918**	**227,048,075**	**236,697,618**	**246,757,267**	**257,244,451**	**268,177,340**	**279,574,877**	**291,456,809**	**303,843,724**	**316,757,082**
PV																															GROSS
City of Midland **6,148,512**	-	-	-	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	**17,870,916**
Midland County **2,307,108**	-	-	-	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	**6,705,709**
Midland Hospital **1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College **1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD **15,377,329**	-	-	-	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	**44,694,872**
Total **26,625,854**	-	-	-	**172,048**	**482,031**	**1,077,491**	**1,147,650**	**1,821,310**	**1,925,197**	**2,007,018**	**2,092,316**	**2,181,240**	**2,273,942**	**2,370,585**	**2,471,335**	**2,576,366**	**2,685,862**	**2,800,011**	**2,919,011**	**3,043,069**	**3,172,400**	**3,307,227**	**3,447,784**	**3,594,315**	**3,747,073**	**3,906,324**	**4,072,343**	**4,245,417**	**4,425,847**	**4,613,946**	**4,810,039**	**77,389,197**
PERSONAL PROPERTY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Taxable Value Per SF																															
Cumulative SF																															
Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																															GROSS
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Sales Per SF	500	521	543	566	591	616	642	669	698	727	758	790	824	859	895	933	973	1,015	1,058	1,103	1,149	1,198	1,249	1,302	1,358	1,415	1,476	1,538	1,604	1,672	1,743
Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Taxable Value	-	-	-	-	-	-	**1,604,599**	**1,672,794**	**3,487,775**	**3,636,006**	**3,790,536**	**3,951,634**	**4,119,578**	**4,294,660**	**4,477,184**	**4,667,464**	**4,865,831**	**5,072,629**	**5,288,216**	**5,512,965**	**5,747,266**	**5,991,525**	**6,246,164**	**6,511,626**	**6,788,370**	**7,076,876**	**7,377,643**	**7,691,193**	**8,018,069**	**8,358,837**	**8,714,088**
PV																															GROSS
City of Midland -	-	-	-	-	-	-	20,057	20,910	43,597	45,450	47,382	49,395	51,495	53,683	55,965	58,343	60,823	63,408	66,103	68,912	71,841	74,894	78,077	81,395	84,855	88,461	92,221	96,140	100,226	104,485	108,926	**1,687,044**
Midland County -	-	-	-	-	-	-	8,023	8,364	17,439	18,180	18,953	19,758	20,598	21,473	22,386	23,337	24,329	25,363	26,441	27,565	28,736	29,958	31,231	32,558	33,942	35,384	36,888	38,456	40,090	41,794	43,570	**674,818**
PV																															
Total **777,447**	-	-	-	-	-	-	**28,080**	**29,274**	**61,036**	**63,630**	**66,334**	**69,154**	**72,093**	**75,157**	**78,351**	**81,681**	**85,152**	**88,771**	**92,544**	**96,477**	**100,577**	**104,852**	**109,308**	**113,953**	**118,796**	**123,845**	**129,109**	**134,596**	**140,316**	**146,280**	**152,497**	**2,361,862**
SUMMARY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
PV																															GROSS
City of Midland **6,703,613**	-	-	-	39,730	111,312	248,817	285,076	441,492	488,169	508,916	530,545	553,093	576,599	601,105	626,652	653,285	681,049	709,994	740,168	771,626	804,420	838,608	874,248	911,404	950,139	990,519	1,032,617	1,076,503	1,122,254	1,169,950	1,219,673	**19,557,960**
Midland County **2,529,148**	-	-	-	14,908	41,768	93,364	107,466	166,179	184,256	192,086	200,250	208,761	217,633	226,882	236,525	246,577	257,057	267,982	279,371	291,244	303,622	316,526	329,978	344,002	358,623	373,864	389,753	406,318	423,586	441,589	460,356	**7,380,526**
Midland Hospital **1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College **1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD **15,377,329**	-	-	-	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	**44,694,872**
Total **27,402,996**	-	-	-	**172,048**	**482,031**	**1,077,491**	**1,175,731**	**1,850,584**	**1,986,233**	**2,070,648**	**2,158,650**	**2,250,393**	**2,346,035**	**2,445,741**	**2,549,685**	**2,658,047**	**2,771,014**	**2,888,782**	**3,011,555**	**3,139,546**	**3,272,977**	**3,412,079**	**3,557,092**	**3,708,268**	**3,865,870**	**4,030,169**	**4,201,451**	**4,380,013**	**4,566,164**	**4,760,226**	**4,962,535**	**79,751,658**

PARTICIPATION

REAL PROPERTY	*Taxable Value*	-	-	-	*11,329,955*	*31,743,348*	*70,956,348*	*75,576,592*	*119,939,329*	*126,780,638*	*132,168,815*	*137,785,990*	*143,641,894*	*149,746,675*	*156,110,909*	*162,745,622*	*169,662,311*	*176,872,959*	*184,390,060*	*192,226,638*	*200,396,270*	*208,913,111*	*217,791,918*	*227,048,075*	*236,697,618*	*246,757,267*	*257,244,451*	*268,177,340*	*279,574,877*	*291,456,809*	*303,843,724*	*316,757,082*
	PV																														GROSS
City of Midland	**6,148,512**	-	-	-	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	**17,870,916**
Midland County	**2,307,108**	-	-	-	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	**6,705,709**
Midland Hospital	**1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College	**1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**11,248,525**	-	-	-	**72,685**	**203,642**	**455,203**	**484,843**	**769,442**	**813,331**	**847,897**	**883,933**	**921,500**	**960,664**	**1,001,492**	**1,044,055**	**1,088,428**	**1,134,686**	**1,182,910**	**1,233,184**	**1,285,594**	**1,340,232**	**1,397,192**	**1,456,572**	**1,518,477**	**1,583,012**	**1,650,290**	**1,720,427**	**1,793,546**	**1,869,771**	**1,949,236**	**2,032,079**	**32,694,324**
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																														GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	*Taxable Value*	-	-	-	-	-	-	*1,604,599*	*1,672,794*	*3,487,775*	*3,636,006*	*3,790,536*	*3,951,634*	*4,119,578*	*4,294,660*	*4,477,184*	*4,667,464*	*4,865,831*	*5,072,629*	*5,288,216*	*5,512,965*	*5,747,266*	*5,991,525*	*6,246,164*	*6,511,626*	*6,788,370*	*7,076,876*	*7,377,643*	*7,691,193*	*8,018,069*	*8,358,837*	*8,714,088*	
City of Midland		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																																
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																																	
	PV																															GROSS
City of Midland	**6,148,512**	-	-	-	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	**17,870,916**
Midland County	**2,307,108**	-	-	-	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	**6,705,709**
Midland Hospital	**1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College	**1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**11,248,525**	-	-	-	**72,685**	**203,642**	**455,203**	**484,843**	**769,442**	**813,331**	**847,897**	**883,933**	**921,500**	**960,664**	**1,001,492**	**1,044,055**	**1,088,428**	**1,134,686**	**1,182,910**	**1,233,184**	**1,285,594**	**1,340,232**	**1,397,192**	**1,456,572**	**1,518,477**	**1,583,012**	**1,650,290**	**1,720,427**	**1,793,546**	**1,869,771**	**1,949,236**	**2,032,079**	**32,694,324**

TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT

SUMMARY																															
	PV																														GROSS
City of Midland	**555,101**	-	-	-	-	-	-	20,057	20,910	43,597	45,450	47,382	49,395	51,495	53,683	55,965	58,343	60,823	63,408	66,103	68,912	71,841	74,894	78,077	81,395	84,855	88,461	92,221	96,140	100,226	104,485	108,926	**1,687,044**
Midland County	**222,041**	-	-	-	-	-	-	8,023	8,364	17,439	18,180	18,953	19,758	20,598	21,473	22,386	23,337	24,329	25,363	26,441	27,565	28,736	29,958	31,231	32,558	33,942	35,384	36,888	38,456	40,090	41,794	43,570	**674,818**
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	**15,377,329**	-	-	-	**99,364**	**278,389**	**622,287**	**662,807**	**1,051,868**	**1,111,866**	**1,159,121**	**1,208,383**	**1,259,739**	**1,313,278**	**1,369,093**	**1,427,279**	**1,487,938**	**1,551,176**	**1,617,101**	**1,685,828**	**1,757,475**	**1,832,168**	**1,910,035**	**1,991,212**	**2,075,838**	**2,164,061**	**2,256,034**	**2,351,915**	**2,451,872**	**2,556,076**	**2,664,709**	**2,777,960**	**44,694,872**
Total	**16,154,471**	-	-	-	***99,364***	***278,389***	***622,287***	***690,887***	***1,081,142***	***1,172,902***	***1,222,751***	***1,274,718***	***1,328,893***	***1,385,371***	***1,444,249***	***1,505,630***	***1,569,619***	***1,636,328***	***1,705,872***	***1,778,371***	***1,853,952***	***1,932,745***	***2,014,887***	***2,100,519***	***2,189,792***	***2,282,858***	***2,379,879***	***2,481,024***	***2,586,468***	***2,696,392***	***2,810,989***	***2,930,456***	**47,056,734**

DAVID PETTIT
Economic Development

HOT Generated

Revenue Year		0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037
Hotel Rooms		0	0	0	80	215	215	215	215	215	215	215	215	215	215	215
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	29,200	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Occupied Rooms		-	-	-	20,440	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
Average Daily Rate		$ -	$ -	$ -	$ 175.00	$ 182.44	$ 190.19	$ 198.27	$ 206.70	$ 215.49	$ 224.64	$ 234.19	$ 244.14	$ 254.52	$ 265.34	$ 276.61
Annual Taxable Revenue		$ -	$ -	$ -	$ 3,577,000	$ 10,021,748	$ 10,447,672	$ 10,891,698	$ 11,354,596	$ 11,837,166	$ 12,340,245	$ 12,864,706	$ 13,411,456	$ 13,981,443	$ 14,575,654	$ 15,195,119
City Tax Rate	7%	$ -	$ -	$ -	$ 250,390	$ 701,522	$ 731,337	$ 762,419	$ 794,822	$ 828,602	$ 863,817	$ 900,529	$ 938,802	$ 978,701	$ 1,020,296	$ 1,063,658
State Tax Rate	6%	$ -	$ -	$ -	$ 214,620	$ 601,305	$ 626,860	$ 653,502	$ 681,276	$ 710,230	$ 740,415	$ 771,882	$ 804,687	$ 838,887	$ 874,539	$ 911,707
		$ -	$ -	$ -	$ 465,010	$ 1,302,827	$ 1,358,197	$ 1,415,921	$ 1,476,097	$ 1,538,832	$ 1,604,232	$ 1,672,412	$ 1,743,489	$ 1,817,588	$ 1,894,835	$ 1,975,366

15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	
215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	
54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	
$ 288.37	$ 300.63	$ 313.40	$ 326.72	$ 340.61	$ 355.08	$ 370.18	$ 385.91	$ 402.31	$ 419.41	$ 437.23	$ 455.81	$ 475.19	$ 495.38	$ 516.44	$ 538.38	
$ 15,840,912	$ 16,514,151	$ 17,216,002	$ 17,947,682	$ 18,710,459	$ 19,505,653	$ 20,334,643	$ 21,198,866	$ 22,099,817	$ 23,039,060	$ 24,018,220	$ 25,038,994	$ 26,103,151	$ 27,212,535	$ 28,369,068	$ 29,574,753	
$ 1,108,864	$ 1,155,991	$ 1,205,120	$ 1,256,338	$ 1,309,732	$ 1,365,396	$ 1,423,425	$ 1,483,921	$ 1,546,987	$ 1,612,734	$ 1,681,275	$ 1,752,730	$ 1,827,221	$ 1,904,877	$ 1,985,835	$ 2,070,233	**$34,525,573**
$ 950,455	$ 990,849	$ 1,032,960	$ 1,076,861	$ 1,122,628	$ 1,170,339	$ 1,220,079	$ 1,271,932	$ 1,325,989	$ 1,382,344	$ 1,441,093	$ 1,502,340	$ 1,566,189	$ 1,632,752	$ 1,702,144	$ 1,774,485	**$29,593,348**
$ 2,059,319	$ 2,146,840	$ 2,238,080	$ 2,333,199	$ 2,432,360	$ 2,535,735	$ 2,643,504	$ 2,755,853	$ 2,872,976	$ 2,995,078	$ 3,122,369	$ 3,255,069	$ 3,393,410	$ 3,537,630	$ 3,687,979	$ 3,844,718	$64,118,921

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 4%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			
City of Midland	0.3506620	100%	0.3506620
Midland County	0.1315790	100%	0.1315790
Midland Hospital	0.0763050	100%	0.0763050
Midland College	0.0829800	100%	0.0829800
Midland ISD	0.2200000	0%	0.0000000
	0.8615260	*I&S Only	0.6415260

BUSINESS PERSONAL PROPERTY TAX			
City of Midland	0.3506620	0%	0.0000000
Midland County	0.1315790	0%	0.0000000
Midland Hospital	0.0763050	0%	0.0000000
Midland College	0.0829800	0%	0.0000000
Midland ISD	0.8770000	0%	0.0000000
	1.5185260		0.0000000

SALES TAX			
City of Midland	0.0125000	0%	0.0000000
Midland County	0.0050000	0%	0.0000000
	483.0175000		0.0175000

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217		City of Midland
Midland County	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116		Midland County
Midland Hospital	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717		Midland Hospital
Midland College	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217		Midland College
Midland ISD	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217		Midland ISD
TAXABLE VALUE																																	
City of Midland		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	1,023,117,432	1,066,599,923	1,111,930,420	1,159,187,462	1,208,452,930	1,259,812,179	1,313,354,197	1,369,171,750	1,427,361,549	1,488,024,415	1,551,265,453	1,617,194,235	1,685,924,990	1,757,576,802		City of Midland
Midland County		523,171,351	545,406,133	568,585,894	592,750,795	617,942,703	644,205,268	671,583,992	700,126,312	729,881,680	760,901,651	793,239,972	826,952,670	862,098,159	898,737,331	936,933,667	976,753,348	1,018,265,365	1,061,541,643	1,106,657,163	1,153,690,093	1,202,721,922	1,253,837,603	1,307,125,701	1,362,678,544	1,420,592,382	1,480,967,558	1,543,908,679	1,609,524,798	1,677,929,602	1,749,241,610		Midland County
Midland Hospital		525,356,779	547,694,442	570,961,031	595,226,875	620,524,017	646,896,288	674,389,380	703,050,928	732,930,593	764,080,143	796,553,549	830,407,075	865,698,376	902,491,599	940,847,492	980,833,511	1,022,518,935	1,065,975,990	1,111,279,969	1,158,509,368	1,207,746,016	1,259,075,222	1,312,585,918	1,368,370,820	1,426,526,580	1,487,153,960	1,550,358,003	1,616,246,218	1,684,938,767	1,756,548,665		Midland Hospital
Midland College		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	1,023,117,432	1,066,599,923	1,111,930,420	1,159,187,462	1,208,452,930	1,259,812,179	1,313,354,197	1,369,171,750	1,427,361,549	1,488,024,415	1,551,265,453	1,617,194,235	1,685,924,990	1,757,576,802		Midland College
Midland ISD		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	1,023,117,432	1,066,599,923	1,111,930,420	1,159,187,462	1,208,452,930	1,259,812,179	1,313,354,197	1,369,171,750	1,427,361,549	1,488,024,415	1,551,265,453	1,617,194,235	1,685,924,990	1,757,576,802		Midland ISD
TAXABLE VALUE INCREMENT																																	
City of Midland			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	1,016,527,236	1,082,456,018	1,151,186,773	1,222,838,585		City of Midland
Midland County			13,108,017	36,287,778	60,452,679	85,644,587	111,907,152	139,285,876	167,828,196	197,583,564	228,603,535	260,941,856	294,654,554	329,800,043	366,439,215	404,635,551	444,455,232	485,967,249	529,243,527	574,359,047	621,391,977	670,423,806	721,539,487	774,827,585	830,380,428	888,294,266	948,669,442	1,011,610,563	1,077,226,682	1,145,631,486	1,216,943,494		Midland County
Midland Hospital			13,253,725	36,530,314	60,796,158	86,093,300	112,465,571	139,958,663	168,620,211	198,499,876	229,649,426	262,122,832	295,976,358	331,268,659	368,060,882	406,416,775	446,402,794	488,088,218	531,545,273	576,849,252	624,078,651	673,315,299	724,644,505	778,155,201	833,940,103	892,095,863	952,723,243	1,015,927,286	1,081,817,501	1,150,508,050	1,222,117,948		Midland Hospital
Midland College			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	1,016,527,236	1,082,456,018	1,151,186,773	1,222,838,585		Midland College
Midland ISD			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	1,016,527,236	1,082,456,018	1,151,186,773	1,222,838,585		Midland ISD
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		0	46,522	128,192	213,332	302,092	394,623	491,088	591,652	696,490	805,783	919,722	1,038,503	1,162,332	1,291,424	1,426,002	1,566,300	1,712,560	1,865,037	2,023,994	2,189,706	2,362,461	2,542,559	2,730,310	2,926,041	3,130,091	3,342,812	3,564,575	3,795,762	4,036,775	4,288,030	51,584,769	City of Midland
Midland County		0	17,247	47,747	79,543	112,690	147,246	183,271	220,827	259,978	300,794	343,345	387,704	433,948	482,157	532,415	584,810	639,431	696,373	755,736	817,621	882,137	949,394	1,019,510	1,092,606	1,168,809	1,248,250	1,331,067	1,417,404	1,507,410	1,601,242	19,260,714	Midland County
Midland Hospital		0	10,113	27,874	46,391	65,693	85,817	106,795	128,666	151,465	175,234	200,013	225,845	252,775	280,849	310,116	340,628	372,436	405,596	440,165	476,203	513,773	552,940	593,771	636,338	680,714	726,975	775,203	825,481	877,895	932,537	11,218,302	Midland Hospital
Midland College		0	11,009	30,335	50,483	71,486	93,383	116,210	140,007	164,816	190,679	217,641	245,749	275,052	305,600	337,446	370,646	405,257	441,339	478,954	518,168	559,048	601,666	646,096	692,413	740,699	791,037	843,514	898,222	955,255	1,014,711	12,206,923	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	**84,891**	**234,148**	**389,749**	**551,962**	**721,070**	**897,364**	**1,081,151**	**1,272,749**	**1,472,491**	**1,680,721**	**1,897,800**	**2,124,106**	**2,360,030**	**2,605,980**	**2,862,383**	**3,129,684**	**3,408,345**	**3,698,849**	**4,001,699**	**4,317,420**	**4,646,560**	**4,989,688**	**5,347,399**	**5,720,312**	**6,109,075**	**6,514,359**	**6,936,869**	**7,377,335**	**7,836,521**	**94,270,708**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	11,329,955	31,743,348	70,956,348	75,576,592	119,939,329	126,780,638	132,168,815	137,785,990	143,641,894	149,746,675	156,110,909	162,745,622	169,662,311	176,872,959	184,390,060	192,226,638	200,396,270	208,913,111	217,791,918	227,048,075	236,697,618	246,757,267	257,244,451	268,177,340	279,574,877	291,456,809	303,843,724	316,757,082		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Midland		0	0	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	17,870,916	City of Midland
Midland County		0	0	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	6,705,709	Midland County
Midland Hospital		0	0	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	3,888,760	Midland Hospital
Midland College		0	0	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	4,228,940	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	**0**	**72,685**	**203,642**	**455,203**	**484,843**	**769,442**	**813,331**	**847,897**	**883,933**	**921,500**	**960,664**	**1,001,492**	**1,044,055**	**1,088,428**	**1,134,686**	**1,182,910**	**1,233,184**	**1,285,594**	**1,340,232**	**1,397,192**	**1,456,572**	**1,518,477**	**1,583,012**	**1,650,290**	**1,720,427**	**1,793,546**	**1,869,771**	**1,949,236**	**2,032,079**	**32,694,324**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,604,599	1,672,794	3,487,775	3,636,006	3,790,536	3,951,834	4,119,578	4,294,660	4,477,184	4,667,464	4,865,831	5,072,629	5,288,216	5,512,965	5,747,266	5,991,525	6,246,164	6,511,626	6,788,370	7,076,876	7,377,643	7,691,193	8,018,069	8,358,837	8,714,088		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	3,577,000	10,021,748	10,447,672	10,891,698	11,354,596	11,837,166	12,340,245	12,864,706	13,411,456	13,981,443	14,575,654	15,195,119	15,840,912	16,514,151	17,216,002	17,947,682	18,710,459	19,505,653	20,334,643	21,198,866	22,099,817	23,039,060	24,018,220	25,038,994	26,103,151	27,212,535	28,369,068	29,574,753		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE A, 1, 2, 3		**0**	**84,891**	**306,833**	**593,390**	**1,007,165**	**1,205,913**	**1,666,806**	**1,894,482**	**2,120,647**	**2,356,423**	**2,602,221**	**2,858,464**	**3,125,598**	**3,404,085**	**3,694,408**	**3,997,070**	**4,312,894**	**4,641,529**	**4,984,443**	**5,341,931**	**5,714,612**	**6,103,132**	**6,508,164**	**6,930,411**	**7,370,602**	**7,829,502**	**8,307,905**	**8,806,640**	**9,326,571**	**9,868,600**	**126,965,032**	
Running Total		**0**	**84,891**	**391,724**	**985,114**	**1,992,280**	**3,198,193**	**4,864,999**	**6,759,481**	**8,880,128**	**11,236,551**	**13,838,772**	**16,697,236**	**19,822,834**	**23,226,919**	**26,921,327**	**30,918,397**	**35,230,991**	**39,872,520**	**44,856,962**	**50,198,893**	**55,913,505**	**62,016,637**	**68,524,801**	**75,455,212**	**82,825,814**	**90,655,316**	**98,963,221**	**107,769,861**	**117,096,433**	**126,965,032**		

GROSS	126,965,032

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ -	$ 46,522	$ 167,921	$ 324,644	$ 550,909	$ 659,642	$ 911,669	$ 1,036,223	$ 1,159,955	$ 1,288,946	$ 1,423,419	$ 1,563,607	$ 1,709,753	$ 1,862,111	$ 2,020,943	$ 2,186,526	$ 2,359,146	$ 2,539,103	$ 2,726,707	$ 2,922,285	$ 3,126,175	$ 3,338,730	$ 3,560,319	$ 3,791,325	$ 4,032,149	$ 4,283,208	$ 4,544,938	$ 4,817,790	$ 5,102,239	$ 5,398,777	69,455,685	City of Midland
Midland County	$ -	$ 17,247	$ 62,655	$ 121,311	$ 206,054	$ 246,689	$ 341,086	$ 387,643	$ 433,885	$ 482,092	$ 532,347	$ 584,739	$ 639,357	$ 696,296	$ 755,655	$ 817,537	$ 882,049	$ 948,303	$ 1,019,415	$ 1,092,507	$ 1,168,705	$ 1,248,142	$ 1,330,955	$ 1,417,287	$ 1,507,288	$ 1,601,115	$ 1,698,929	$ 1,800,900	$ 1,907,205	$ 2,018,028	25,966,423	Midland County
Midland Hospital	$ -	$ 10,113	$ 36,520	$ 70,612	$ 119,837	$ 143,486	$ 198,315	$ 225,406	$ 252,317	$ 280,372	$ 309,619	$ 340,109	$ 371,895	$ 405,032	$ 439,577	$ 475,591	$ 513,135	$ 552,274	$ 593,077	$ 635,614	$ 679,959	$ 726,189	$ 774,383	$ 824,626	$ 877,004	$ 931,608	$ 988,533	$ 1,047,877	$ 1,109,743	$ 1,174,239	15,107,061	Midland Hospital
Midland College	$ -	$ 11,009	$ 39,737	$ 76,823	$ 130,366	$ 156,096	$ 215,736	$ 245,210	$ 274,490	$ 305,014	$ 336,835	$ 370,009	$ 404,593	$ 440,646	$ 478,232	$ 517,415	$ 558,264	$ 600,849	$ 645,243	$ 691,524	$ 739,772	$ 790,071	$ 842,507	$ 897,172	$ 954,160	$ 1,013,570	$ 1,075,506	$ 1,140,073	$ 1,207,384	$ 1,277,556	16,435,863	Midland College
Midland ISD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
	0	**84,891**	**306,833**	**593,390**	**1,007,165**	**1,205,913**	**1,666,806**	**1,894,482**	**2,120,647**	**2,356,423**	**2,602,221**	**2,858,464**	**3,125,598**	**3,404,085**	**3,694,408**	**3,997,070**	**4,312,894**	**4,641,529**	**4,984,443**	**5,341,931**	**5,714,612**	**6,103,132**	**6,508,164**	**6,930,411**	**7,370,602**	**7,829,502**	**8,307,905**	**8,806,640**	**9,326,571**	**9,868,600**	**126,965,032**	**TOTAL**

DAVID PETTIT Economic Development

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 4%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX

City of Midland	0.3506620	100%	0.3506620
Midland County	0.1315790	100%	0.1315790
Midland Hospital	0.0763050	100%	0.0763050
Midland College	0.0829800	100%	0.0829800
Midland ISD	0.8770000	100%	0.8770000
	1.5185260		*1.5185260*

BUSINESS PERSONAL PROPERTY TAX

City of Midland	0.3506620	100%	0.3506620
Midland County	0.1315790	100%	0.1315790
Midland Hospital	0.0763050	100%	0.0763050
Midland College	0.0829800	100%	0.0829800
Midland ISD	0.8770000	100%	0.8770000
	1.5185260		*1.5185260*

SALES TAX

City of Midland	0.0125000	100%	0.0125000
Midland County	0.0050000	100%	0.0050000
	483.0175000		*483.0175000*

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
Midland County	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	
Midland Hospital	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	
Midland College	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
Midland ISD	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
TAXABLE VALUE																																	
City of Midland		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland County		523,171,351	545,406,133	568,585,894	592,750,795	617,942,703	644,205,268	671,583,992	700,126,312	729,881,680	760,901,651	793,239,972	826,952,670	862,098,159	898,737,331	936,933,667	976,753,348	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland Hospital		525,356,779	547,684,442	570,961,031	595,226,875	620,524,017	646,896,288	674,389,380	703,050,928	732,930,593	764,080,143	796,553,549	830,407,075	865,699,376	902,491,599	940,847,492	980,833,511	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland College		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland ISD		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
TAXABLE VALUE INCREMENT																																	
City of Midland			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	##########	##########	##########	##########	##########	
Midland County			13,108,017	36,287,778	60,452,679	85,644,587	111,907,152	139,285,876	167,828,196	197,583,564	228,603,535	260,941,856	294,654,554	329,800,043	366,439,215	404,635,551	444,455,232	485,967,249	529,243,527	574,359,047	621,391,977	670,423,806	721,539,487	774,827,585	830,380,428	888,294,266	948,669,442	##########	##########	##########	##########	##########	
Midland Hospital			13,253,725	36,530,314	60,796,158	86,093,300	112,465,571	139,958,663	168,620,211	198,499,876	229,649,426	262,122,832	295,976,358	331,268,659	368,060,882	406,416,775	446,402,794	488,088,218	531,545,273	576,849,252	624,078,651	673,315,299	724,644,505	778,155,201	833,940,103	892,095,863	952,723,243	##########	##########	##########	##########	##########	
Midland College			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	##########	##########	##########	##########	##########	
Midland ISD			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	##########	##########	##########	##########	##########	
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		0	46,522	128,192	213,332	302,092	394,623	491,088	591,652	696,490	805,783	919,722	1,038,503	1,162,332	1,291,424	1,426,002	1,566,300	1,712,560	1,865,037	2,023,994	2,189,706	2,362,461	2,542,559	2,730,310	2,926,041	3,130,091	3,342,812	3,564,575	3,795,762	4,036,775	4,288,030	51,584,769	City of Midland
Midland County		0	17,247	47,747	79,543	112,690	147,246	183,271	220,827	259,978	300,794	343,345	387,704	433,948	482,157	532,415	584,810	639,431	696,373	755,736	817,621	882,137	949,394	1,019,510	1,092,606	1,168,809	1,248,250	1,331,067	1,417,404	1,507,410	1,601,242	19,260,714	Midland County
Midland Hospital		0	10,113	27,874	46,391	65,693	85,817	106,795	128,666	151,465	175,234	200,013	225,845	252,775	280,849	310,116	340,628	372,436	405,596	440,165	476,203	513,773	552,940	593,771	636,338	680,714	726,975	775,203	825,481	877,895	932,537	11,218,302	Midland Hospital
Midland College		0	11,009	30,335	50,483	71,486	93,383	116,210	140,007	164,816	190,679	217,641	245,749	275,052	305,600	337,446	370,646	405,257	441,339	478,954	518,168	559,048	601,666	646,096	692,413	740,699	791,037	843,514	898,222	955,255	1,014,711	12,206,923	Midland College
Midland ISD		0	116,350	320,605	533,541	755,527	986,947	1,228,202	1,479,711	1,741,909	2,015,251	2,300,209	2,597,279	2,906,973	3,229,830	3,566,408	3,917,291	4,283,086	4,664,427	5,061,976	5,476,420	5,908,478	6,358,899	6,828,462	7,317,962	7,828,307	8,360,320	8,914,944	9,493,139	10,095,908	10,724,294	129,012,674	Midland ISD
		0	**201,241**	**554,753**	**923,290**	**1,307,489**	**1,708,017**	**2,125,567**	**2,560,863**	**3,014,659**	**3,487,741**	**3,980,930**	**4,495,079**	**5,031,079**	**5,589,860**	**6,172,388**	**6,779,674**	**7,412,770**	**8,072,772**	**8,760,824**	**9,478,119**	**10,225,898**	**11,005,458**	**11,818,150**	**12,665,381**	**13,548,619**	**14,469,395**	**15,429,303**	**16,430,008**	**17,473,243**	**18,560,815**	**223,283,382**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	11,329,955	31,743,348	70,956,348	75,576,592	119,939,329	126,780,638	132,168,815	137,785,990	143,641,894	149,746,675	156,110,909	162,745,622	169,662,311	176,872,959	184,390,060	192,226,638	200,396,270	208,913,111	217,791,918	227,048,075	236,697,618	246,757,267	257,244,451	268,177,340	279,574,877	291,456,809	303,843,724	316,757,082		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	17,870,916	City of Midland
Midland County		0	0	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	6,705,709	Midland County
Midland Hospital		0	0	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	3,888,760	Midland Hospital
Midland College		0	0	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	4,228,940	Midland College
Midland ISD		0	0	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	44,694,872	Midland ISD
		0	**0**	**172,048**	**482,031**	**1,077,491**	**1,147,650**	**1,821,310**	**1,925,197**	**2,007,018**	**2,092,316**	**2,181,240**	**2,273,942**	**2,370,585**	**2,471,335**	**2,576,366**	**2,685,862**	**2,800,011**	**2,919,011**	**3,043,069**	**3,172,400**	**3,307,227**	**3,447,784**	**3,594,315**	**3,747,073**	**3,906,324**	**4,072,343**	**4,245,417**	**4,425,847**	**4,613,946**	**4,810,039**	**77,389,197**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,604,599	1,672,794	3,487,775	3,636,006	3,790,536	3,951,634	4,119,578	4,294,660	4,477,184	4,667,464	4,865,831	5,072,629	5,288,216	5,512,965	5,747,266	5,991,525	6,246,164	6,511,626	6,788,370	7,076,876	7,377,643	7,691,193	8,018,069	8,358,837	8,714,088		
City of Midland		0	0	0	0	0	20,057	20,910	43,597	45,450	47,382	49,395	51,495	53,683	55,965	58,343	60,823	63,408	66,103	68,912	71,841	74,894	78,077	81,395	84,855	88,461	92,221	96,140	100,226	104,485	108,926	1,687,044	City of Midland
Midland County		0	0	0	0	0	8,023	8,364	17,439	18,180	18,953	19,758	20,598	21,473	22,386	23,337	24,329	25,363	26,441	27,565	28,736	29,958	31,231	32,558	33,942	35,384	36,888	38,456	40,090	41,794	43,570	674,818	Midland County
		0	**0**	**0**	**0**	**0**	**28,080**	**29,274**	**61,036**	**63,630**	**66,334**	**69,154**	**72,093**	**75,157**	**78,351**	**81,681**	**85,152**	**88,771**	**92,544**	**96,477**	**100,577**	**104,852**	**109,308**	**113,953**	**118,796**	**123,845**	**129,109**	**134,596**	**140,316**	**146,280**	**152,497**	**2,361,862**	
REVENUE 3 - HOTEL OCCUPANCY TAX		**0**	**0**	3,577,000	10,021,748	10,447,672	10,891,698	11,354,596	11,837,166	12,340,245	12,864,706	13,411,456	13,981,443	14,575,654	15,195,119	15,840,912	16,514,151	17,216,002	17,947,682	18,710,459	19,505,653	20,334,643	21,198,866	22,099,817	23,039,060	24,018,220	25,038,994	26,103,151	27,212,535	28,369,068	29,574,753		
City of Midland		0	0	250,390	701,522	731,337	762,419	794,822	828,602	863,817	900,529	938,802	978,701	1,020,296	1,063,658	1,108,864	1,155,991	1,205,120	1,256,338	1,309,732	1,365,396	1,423,425	1,483,921	1,546,987	1,612,734	1,681,275	1,752,730	1,827,221	1,904,877	1,985,835	2,070,233	34,525,573	City of Midland
		0	**0**	**250,390**	**701,522**	**731,337**	**762,419**	**794,822**	**828,602**	**863,817**	**900,529**	**938,802**	**978,701**	**1,020,296**	**1,063,658**	**1,108,864**	**1,155,991**	**1,205,120**	**1,256,338**	**1,309,732**	**1,365,396**	**1,423,425**	**1,483,921**	**1,546,987**	**1,612,734**	**1,681,275**	**1,752,730**	**1,827,221**	**1,904,877**	**1,985,835**	**2,070,233**	**34,525,573**	
REVENUE A, 1, 2, 3		**0**	**201,241**	**977,191**	**2,106,843**	**3,116,316**	**3,646,166**	**4,770,972**	**5,375,697**	**5,949,124**	**6,546,921**	**7,170,125**	**7,819,815**	**8,497,116**	**9,203,203**	**9,939,299**	**10,706,679**	**11,506,672**	**12,340,665**	**13,210,103**	**14,116,491**	**15,061,402**	**16,046,471**	**17,073,405**	**18,143,985**	**19,260,063**	**20,423,576**	**21,636,537**	**22,901,049**	**24,219,303**	**25,593,583**	**337,560,014**	
Running Total		**0**	**201,241**	**1,178,432**	**3,285,275**	**6,401,591**	**10,047,758**	**14,818,730**	**20,194,427**	**26,143,551**	**32,690,473**	**39,860,597**	**47,680,412**	**56,177,528**	**65,380,732**	**75,320,030**	**86,026,709**	**97,533,381**	**109,874,046**	**123,084,148**	**137,200,640**	**152,262,041**	**168,308,512**	**185,381,918**	**203,525,902**	**222,785,965**	**243,209,541**	**264,846,078**	**287,747,127**	**311,966,430**	**337,560,014**		

GROSS 337,560,014

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ -	$ 46,522	$ 418,311	$ 1,026,167	$ 1,282,246	$ 1,442,118	$ 1,727,401	$ 1,908,422	$ 2,069,223	$ 2,236,857	$ 2,411,617	$ 2,593,803	$ 2,783,733	$ 2,981,734	$ 3,188,150	$ 3,403,340	$ 3,627,674	$ 3,861,543	$ 4,105,351	$ 4,359,522	$ 4,624,494	$ 4,900,728	$ 5,188,702	$ 5,488,914	$ 5,801,886	$ 6,128,159	$ 6,468,298	$ 6,822,894	$ 7,192,559	$ 7,577,936	105,668,302	City of Midland
Midland County	$ -	$ 17,247	$ 62,655	$ 121,311	$ 206,054	$ 254,712	$ 349,450	$ 405,082	$ 452,065	$ 501,044	$ 552,105	$ 605,337	$ 660,830	$ 718,682	$ 778,993	$ 841,867	$ 907,413	$ 975,744	$ 1,046,980	$ 1,121,243	$ 1,198,663	$ 1,279,373	$ 1,363,513	$ 1,451,229	$ 1,542,673	$ 1,638,003	$ 1,737,385	$ 1,840,990	$ 1,948,999	$ 2,061,598	26,641,241	Midland County
Midland Hospital	$ -	$ 10,113	$ 36,520	$ 70,612	$ 119,837	$ 143,486	$ 198,315	$ 225,406	$ 252,317	$ 280,372	$ 309,619	$ 340,109	$ 371,895	$ 405,032	$ 439,577	$ 475,591	$ 513,135	$ 552,274	$ 593,077	$ 635,614	$ 679,959	$ 726,189	$ 774,383	$ 824,626	$ 877,004	$ 931,608	$ 988,533	$ 1,047,877	$ 1,109,743	$ 1,174,239	15,107,061	Midland Hospital
Midland College	$ -	$ 11,009	$ 39,737	$ 76,823	$ 130,366	$ 156,096	$ 215,736	$ 245,210	$ 274,490	$ 305,014	$ 336,835	$ 370,009	$ 404,593	$ 440,646	$ 478,232	$ 517,415	$ 558,264	$ 600,849	$ 645,243	$ 691,524	$ 739,772	$ 790,071	$ 842,507	$ 897,172	$ 954,160	$ 1,013,570	$ 1,075,506	$ 1,140,073	$ 1,207,384	$ 1,277,556	16,435,863	Midland College
Midland ISD	$ -	$ 116,350	$ 419,969	$ 811,930	$ 1,377,814	$ 1,649,754	$ 2,280,070	$ 2,591,578	$ 2,901,030	$ 3,223,634	$ 3,559,949	$ 3,910,557	$ 4,276,966	$ 4,657,109	$ 5,054,346	$ 5,468,466	$ 5,900,187	$ 6,350,255	$ 6,819,451	$ 7,308,588	$ 7,818,513	$ 8,350,110	$ 8,904,300	$ 9,482,043	$ 10,084,340	$ 10,712,235	$ 11,366,816	$ 12,049,215	$ 12,760,617	$ 13,502,254	173,707,547	Midland ISD
	0	**201,241**	**977,191**	**2,106,843**	**3,116,316**	**3,646,166**	**4,770,972**	**5,375,697**	**5,949,124**	**6,546,921**	**7,170,125**	**7,819,815**	**8,497,116**	**9,203,203**	**9,939,299**	**10,706,679**	**11,506,672**	**12,340,665**	**13,210,103**	**14,116,491**	**15,061,402**	**16,046,471**	**17,073,405**	**18,143,985**	**19,260,063**	**20,423,576**	**21,636,537**	**22,901,049**	**24,219,303**	**25,593,583**	**337,560,014**	TOTAL

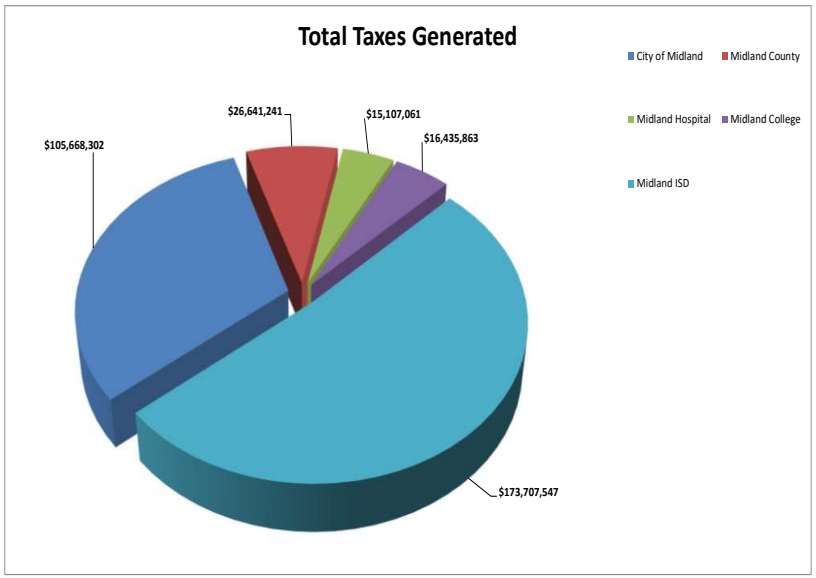
DAVID PETTIT Economic Development

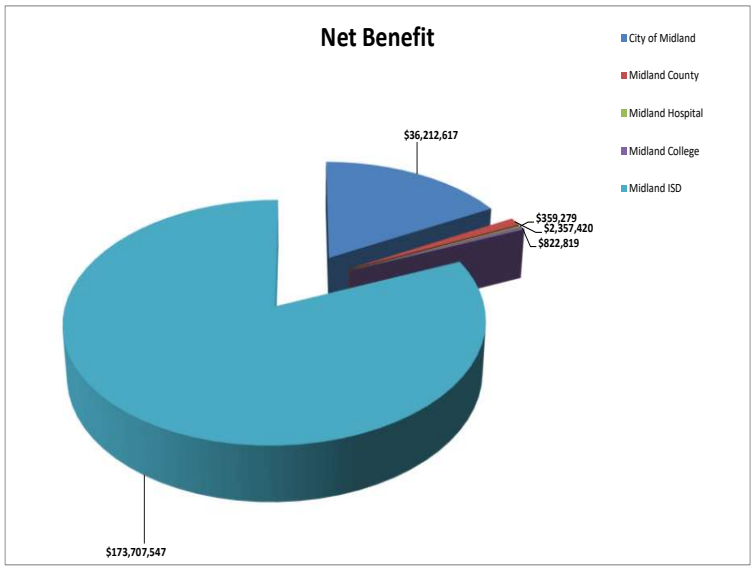
Revenue Summary

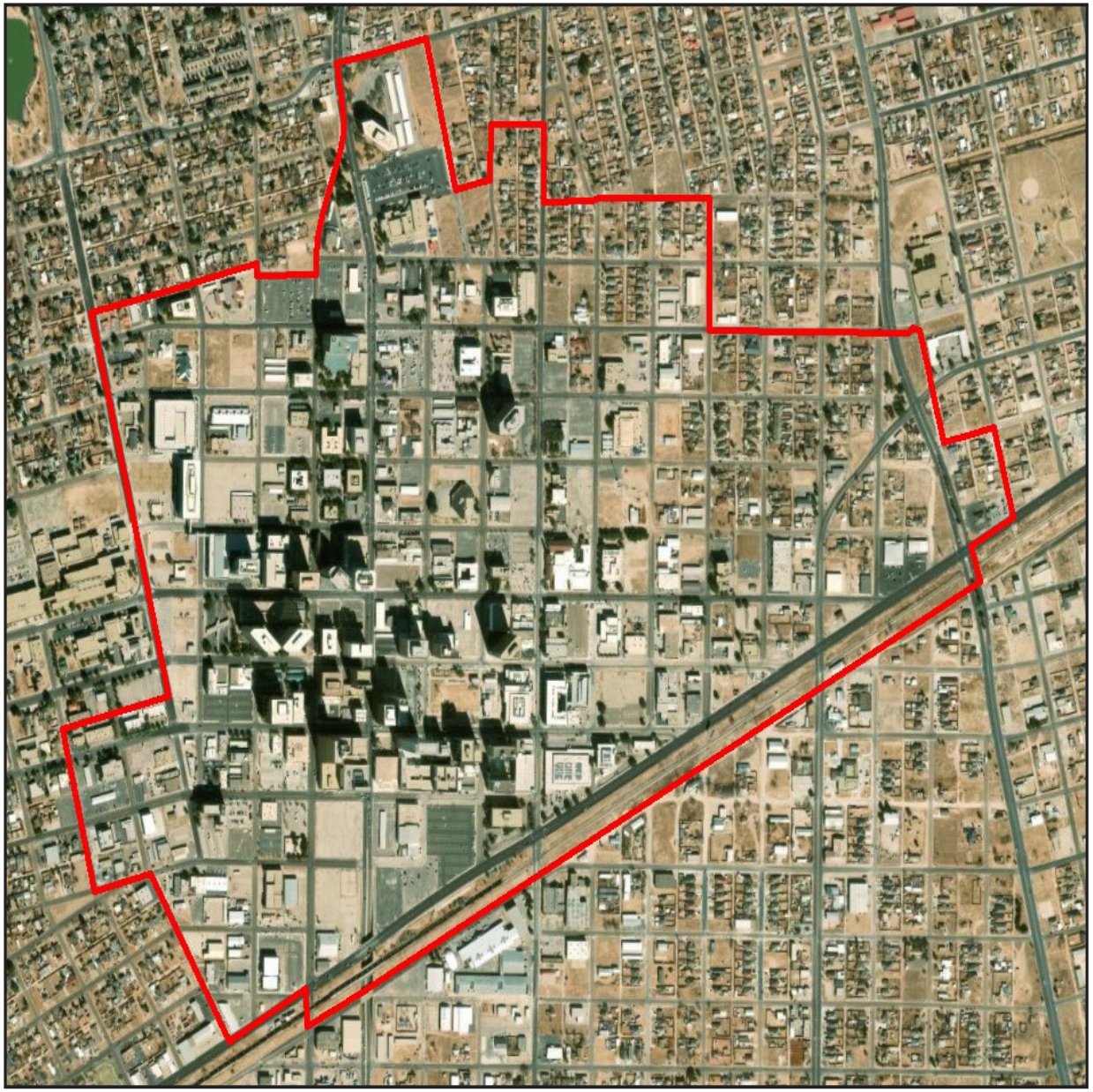
Taxing Jurisdictions	Total Taxes Generated	Participation (100%)	Net Benefit
City of Midland	$105,668,302	$69,455,685	$36,212,617
Midland County	$26,641,241	$24,283,821	$2,357,420
Midland Hospital	$15,107,061	$14,747,782	$359,279
Midland College	$16,435,863	$15,613,044	$822,819
Midland ISD	$173,707,547	$0	$173,707,547
Total	**$337,560,014**	**$124,100,332**	**$213,459,682**

**County Participation not to exceed $24,283,821 per the separate interlocal agreement*
**Hospital Participation not to exceed $14,747,782 per the separate interlocal agreement*
**College Participation not to exceed $15,613,044 per the separate interlocal agreement*

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$105,668,302	$69,455,685	$36,212,617
City of Midland - Real Property	*$69,455,685*	*$69,455,685*	$0
City of Midland - Sales	*$1,687,044*	*$0*	*$1,687,044*
City of Midland -HOT	*$34,525,573*	*$0*	$34,525,573







Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035533		BLK: 088, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	14 TEXAS REAL ESTATE LLC		$ 16,880
R000035534	215 S MARIENFELD ST	BLK: 088, LOT: 009, ADDN: ORIGINAL TOWN	0.161	14 TEXAS REAL ESTATE LLC		$ 19,690
R000035535	409 W MISSOURI AV	BLK: 088, LOTS: 010 THRU 12 E.56, ADDN: ORIGINAL TOWN	0.193	14 TEXAS REAL ESTATE LLC		$ 23,630
R000035536	210 N MARIENFELD ST	BLK: 088, LOTS: 010 THRU 12 W.84, ADDN: ORIGINAL TOWN	0.289	14 TEXAS REAL ESTATE LLC		$ 35,440
R000035532	401 W MISSOURI AV	BLK: 088, LOTS: 001 THRU 8, ADDN: ORIGINAL TOWN	1.285	14 TEXAS REAL ESTATE LLC		$ 115,500
R000035116		BLK: 026, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	312 PARTNERSHIP ET AL		$ 59,060
R000035663	407 S MARIENFELD ST	BLK: 109, LOT: 003 & S.16.5 OF 4, ADDN: ORIGINAL TOWN	0.138	4WC PROPERTIES LLC		$ 54,160
R000026089	500 N COLORADO ST	BLK: 041, S.240 OF W/2, ADDN: HOMESTEAD	0.771	500 COLORADO LLC		$ 2,145,840
R000026121	500 W OHIO AV	BLK: 047, S.80 OF SE/4, ADDN: HOMESTEAD	0.257	500 WEST OHIO LLC		$ 1,401,012
R000026063	606 W TENNESSEE AV	BLK: 037, SW/4, ADDN: HOMESTEAD	0.482	606 W TENNESSEE		$ 836,603
R000051778	808 W WALL ST	BLK: 014, LOTS: 007 THRU 9, ADDN: WEST END	0.492	808 PARTNERS LLC		$ 743,235
R000025981	0 N COLORADO ST	BLK:029, LOT: 001A, ADDN: HOMESTEAD SEC 8	0.4	A & D ALLIANCE ENERGY MANAGEMENT LLC		$ 799,850
R000034985	511 N DALLAS ST	BLK: 001, LOT: 001, ADDN: OLD PUEBLO PARK	0.112	A N FINANCE LLC		$ 261,970
R000035542	511 W MISSOURI AV	BLK: 089, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	A R STRATEGIES LLC		$ 305,080
R000051903	807 W MISSOURI AV	BLK: 032, LOT: 007 E.70, ADDN: WEST END	0.225	ABYSS PROPERTIES LLC		$ 39,200
R000052576	811 W MISSOURI AV	BLK: 032, LOT: 7A, ADDN: WEST END SEC 5	0.225	ABYSS PROPERTIES LLC		$ 617,950
R000041035	903 N MAIN ST	BLK: 002, LOTS: 007, ADDN: RICHARDSON ABILENE	0.158	ACOSTA MARTIN ORLANDO		$ 196,680
R000032395	407 N LEE ST	BLK: 006, LOT: 003, ADDN: MOODY	0.161	ACOSTA MARTIN SOTO		$ 242,200
R000035049	404 N TERRELL ST	BLK: 014, 9336 SQ IN SW/4, ADDN: ORIGINAL TOWN	0.214	ACOSTA ROSALINDA		$ 167,170
R000035192	210 N MAIN ST	BLK: 038, LOTS: 9(N41) & 10(S/2), ADDN: ORIGINAL TOWN	0.212	AGGIETECH LLC		$ 170,520
R000035122	301 W OHIO AV	BLK: 027, LOT: 001, ADDN: ORIGINAL TOWN	0.08	AGUILAR SALVADOR		$ 80,660
R000017946	204 W KANSAS AV	BLK: 001, LOT: 001 & 2 W 69, ADDN: ESTES	0.171	AGUILERA JAVIER		$ 61,810
R000035117	200 W ILLINOIS AV	BLK: 026, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	AKA SQUARE INC		$ 1,152,600
R000025949	610 N FORT WORTH ST	BLK: 023, N 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	AKATI SETOR		$ 185,440
R000026000	507 W LOUISIANA AV	BLK: 031, E.70 OF NW/4, ADDN: HOMESTEAD	0.241	ALAMO HEIGHTS HOMES LLC		$ 92,580
R000035082	309 N TERRELL ST	BLK: 020, LOT: 002, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 14,000
R000035083	307 N TERRELL ST	BLK: 020, LOT: 003, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 21,950
R000035080	310 N TERRELL ST	BLK: 019, LOT: 012, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 91,880
R000034966	505 N MINEOLA ST	BLK: 003, LOTS: 002 & 003, ADDN: ORIGINAL TOWN	0.322	ALCOCER JESSE		$ 116,420
R000035198	211 E TEXAS AV	BLK: 039, LOT: 004 S/2&ALL OF 5&6, ADDN: ORIGINAL TOWN	0.402	ALLEN REAL PROPERTIES LTD		$ 216,890
R000025850	701 N BIG SPRING ST	BLK: 010, SE/4, ADDN: HOMESTEAD	0.643	AMERICAN MOMENTUM BANK		$ 35,000
R000026072	510 N MARIENFELD ST	BLK: 039, N.75 OF W/2, ADDN: HOMESTEAD	0.241	AMERICAN MOMENTUM BANK		$ 74,660
R000026110	405 N BIG SPRING ST	BLK: 046, SE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 126,590
R000026108	407 N BIG SPRING ST	BLK: 046, NE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 2,872,770
R000035366	509 W WALL ST	BLK: 062, LOTS: 011 & 12, ADDN: ORIGINAL TOWN	0.321	AMERICAN STATE BANK		$ 4,045,459
R000035543	601 W MISSOURI AV	BLK: 090, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	AR STRATEGIES LLC		$ 42,000
R000035306	120 N MAIN ST	BLK: 053, LOT: 024, ADDN: ORIGINAL TOWN	0.08	ARMENDARIZ MARCELINO		$ 153,570
R000025923	601 N MINEOLA ST	BLK: 021, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	ARMENDARIZ TERRY		$ 67,410
R000035337	513 W TEXAS AV	BLK: 058, LOTS: 011 & 12 E.60, ADDN: ORIGINAL TOWN	0.138	ARRINGTON BUILDING LLC THE		$ 100,010
R000035332	511 W TEXAS AV	BLK: 058, LOTS: 001 & 2 W.65, ADDN: ORIGINAL TOWN	0.149	ARRINGTON BUILDING LLC THE		$ 129,070
R000035333	109 N MARIENFELD ST	BLK: 058, LOTS: 001 & 2 E.75, ADDN: ORIGINAL TOWN	0.172	ARRINGTON BUILDING LLC THE		$ 147,820
R000035336	102 N PECOS ST	BLK: 058, LOT: 010 & W.80 OF, ADDN: ORIGINAL TOWN, LOT 11 & 12	0.344	ARRINGTON BUILDING LLC THE		$ 281,360
R000035334	500 W WALL ST	BLK: 058, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	ARRINGTON BUILDING LLC THE		$ 4,530,767
R000035215	203 N DALLAS ST	BLK: 041, LOT: 01A, ADDN: ORIGINAL TOWN, SECTION 17	0.964	AUSBUILT LLC	E	$ -
R000035056	401 N MARSHALL ST	BLK: 015, S.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2C)	0.161	AVALOS ELODIA H		$ 107,280
R000025872	0 N MAIN ST	BLK: 014, N.60 OF SW/4, ADDN: HOMESTEAD	0.193	B AND B INVESTMENTS		$ 16,800
R000025873	105 E LOUISIANA AV	BLK: 014, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	B AND B INVESTMENTS		$ 25,200
R000035354	108 S PECOS ST	BLK: 061, LOT: 004, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 26,690
R000035352	601 W WALL ST	BLK: 061, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 116,700
R000035355	602 W MISSOURI AV	BLK: 061, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 189,330

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035353	104 S PECOS ST	BLK: 061, LOT: 003, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 1,644,324
R000025816	207 E KANSAS AV	BLK: 008, W/2 OF SE/4, ADDN: HOMESTEAD	0.241	BADILLO MINERVA M EST		$ 194,040
R000035046	409 N MINEOLA ST	BLK: 014, S.50 OF N.100 OF E/2, ADDN: ORIGINAL TOWN	0.126	BAESA ANGELITA		$ 61,890
R000035048	401 N MINEOLA ST	BLK: 014, LOT: 002 S.150 OF E.140, ADDN: ORIGINAL TOWN	0.482	BAESA ANGELITA		$ 73,270
R000035047	407 N MINEOLA ST	BLK: 014, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.158	BAEZA ALFREDO		$ 241,680
R000026093	501 N BAIRD ST	BLK: 043, S.114.3 OF E/2, ADDN: HOMESTEAD	0.367	BAIRD STREET STORAGE LLC		$ 153,170
R000025939	601 N TERRELL ST	BLK: 022, LOT: 006, ADDN: HOMESTEAD	0.161	BALTIER JOSE R		$ 153,820
R000035017	407 N FORT WORTH ST	BLK: 011, S.55 OF NE/4, ADDN: ORIGINAL TOWN	0.177	BANDA OSVALDO		$ 93,470
R000035099	307 N FORT WORTH ST	BLK: 022, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 14,000
R000035020	303 E OHIO AV	BLK: 011, LOT: 003 E.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 24,570
R000035098	311 N FORT WORTH ST	BLK: 022, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	BECKER STEVE A		$ 28,000
R000035110	312 N WEATHERFORD ST	BLK: 022, LOT: 012 N.45, ADDN: ORIGINAL TOWN	0.145	BECKER STEVEN A		$ 55,110
R000109949	702 N BAIRD ST	BLK: 015, LOT: 008, ADDN: HOMESTEAD SEC 3	0.172	BELL JACQUELINE R		$ 157,010
R000017756	400 W KANSAS AV	BLK: 018, LOT: 004, ADDN: ELMWOOD SEC 2	0.378	BELL NONGYOW R		$ 134,960
R000035329	410 W WALL ST	BLK: 057, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	BEN MAR PARTNERS		$ 193,730
R000041038	806 N LORAINE ST	BLK: 002, LOT: 012, ADDN: RICHARDSON ABILENE	0.13	BENITEZ MARTA		$ 87,460
R000109948	700 N BAIRD ST	BLK: 015, LOT: 007, ADDN: HOMESTEAD SEC 3	0.172	BENNETT AUGUSTINE JR		$ 162,770
R000025924	611 N MINEOLA ST	BLK: 021, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	BETANCOURT ONIEL		$ 14,000
R000041032	919 N MAIN ST	BLK: 002, LOTS: 003 & 4, ADDN: RICHARDSON ABILENE	0.316	BEZINQUE CURTIS F		$ 122,040
R000025985	600 N BIG SPRING ST	BLK:029, S.100 OF W/2, ADDN: HOMESTEAD	0.321	BHBW HOLDINGS LLC		$ 265,040
R000014586	714 W LOUISIANA AV	BLK: 001, LOT: 018A, ADDN: COUNTRY CLUB, HEIGHTS 2	0.482	BIG BROTHERS BIG SISTERS	E	$ -
R000035184	213 N MAIN ST	BLK: 037, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BORLAND R MIKE		$ 221,550
R000025853	710 N BIG SPRING ST	BLK: 011, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	BRANCH BANKING & TRUST CO		$ 245,946
R000025970	610 N MAIN ST	BLK: 026, N.75 OF NW/4, ADDN: HOMESTEAD	0.241	BRANUM MARK L		$ 142,910
R000035222	501 E TEXAS AV	BLK: 042, LOTS: 006 & 7, ADDN: ORIGINAL TOWN	0.321	BROOKS JULIUS L		$ 28,410
R000032397	0 N LEE ST	BLK: 006, LOT: 005, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 14,000
R000032398	401 N LEE ST	BLK: 006, LOT: 006, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 27,010
R000025852	300 W LOUISIANA AV	BLK: 011, E/2, ADDN: HOMESTEAD	0.964	CABRITO LTD		$ 2,124,195
R000058239	509 N DALLAS ST	BLK: 001, LOT: 002, ADDN: OLD PUEBLO PARK	0.115	CALLEROS MARIA DELALUZ		$ 182,380
R000025952	606 N FORT WORTH ST	BLK: 023, N 50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO FELICIANO RAMOS JR		$ 194,850
R000205486	604 N FORT WORTH ST	BLK: 023, S50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO KARINA		$ 221,930
R000035279	315 E WALL ST	BLK: 051, LOTS: 010 THRU 12 W.40, ADDN: ORIGINAL TOWN	0.069	CAPROCK TITLE MIDLAND LLC		$ 22,240
R000035281	315 E WALL ST	BLK: 051, LOTS: 013 THRU 15 E.65, ADDN: ORIGINAL TOWN	0.112	CAPROCK TITLE MIDLAND LLC		$ 149,730
R000041036	809 N MAIN ST	BLK: 002, LOT: 010, ADDN: RICHARDSON ABILENE	0.158	CARRASCO ALEJANDRO		$ 160,080
R000025937	605 N TERRELL ST	BLK: 022, LOT: 004, ADDN: HOMESTEAD	0.161	CARRASCO RUBEN H		$ 62,990
R000109952	708 N BAIRD ST	BLK: 015, LOT: 011, ADDN: HOMESTEAD SEC 3	0.172	CARRASCO VANESSA MAE		$ 160,790
R000035088	310 N DALLAS ST	BLK: 020, LOT: 012, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE		$ 14,000
R000035078	306 N TERRELL ST	BLK: 019, LOT: 010, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE INC		$ 14,000
R000035077	601 E ILLINOIS AV	BLK: 019, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	CARTERS FURNITURE INC		$ 188,070
R000035087	501 E ILLINOIS AV	BLK: 020, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	CARTERS FURNITURE INC		$ 476,910
R000025806	811 N FORT WORTH ST	BLK: 007N.75 OF E/2,, ADDN: HOMESTEAD	0.241	CASTILLO CRUZ VIDALES		$ 91,050
R000051781	800 W WALL ST	BLK: 014, LOT: 011 E.26.67 &, ADDN: WEST END, W.9.66 OF LOT 12	0.119	CENTENARY ENTERPRISES		$ 106,380
R000051780	800 W WALL ST	BLK: 014, LOT: 010 E.13 &, ADDN: WEST END, W.23.33 OF LOT 11	0.119	CENTENARY ENTERPRISES		$ 106,390
R000051779	800 W WALL ST	BLK: 014, LOT: 010 W.37, ADDN: WEST END	0.121	CENTENARY ENTERPRISES		$ 107,070
R000051782	800 W WALL ST	BLK: 014, LOT: 012 E.40.34, ADDN: WEST END	0.132	CENTENARY ENTERPRISES		$ 110,540
R000025815	807 N WEATHERFORD ST	BLK: 008, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	CHAVEZ RAMONA SEGURA		$ 53,800
R000035360	615 W WALL ST	BLK: 061, LOTS: 010 THRU 12 E.50, ADDN: ORIGINAL TOWN	0.172	CHIN ROBERT AND JULIE TATE AKA JULIE CHIN		$ 144,610
R000025947	404 E LOUISIANA AV	BLK: 023, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	CHURCH OF GOD SEVENTH DAY	E	$ -
R000034994	404 N COLORADO ST	BLK: 007, ALL, ADDN: ORIGINAL TOWN	2.066	CITY OF MIDLAND		$ 1,230,784
R000214346	209 E TEXAS AV	BLK: 038, LOT: 07A, ADDN: ORIGINAL TOWN, SEC 11	1.516	CITY OF MIDLAND TEXAS	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035167	310 W TEXAS AV	BLK: 035, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	CITY OF MIDLAND TEXAS	E	$ -
R000051786	111 N B ST	BLK: 015, LOT: 007, ADDN: WEST END	0.161	CLARK J A		$ 96,080
R000034975	511 N TERRELL ST	BLK: 004, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.161	CLYDE L AND MATILDE REYES MASTER TRUST		$ 126,770
R000035068	406 N MARSHALL ST	BLK: 016, N.15 OF S.65, ADDN: ORIGINAL TOWN	0.025	COATES W M		$ 2,210
R000026114	408 N PECOS ST	BLK: 047, SEC: S.25 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 9,840
R000026027	607 N PECOS ST	BLK: 032, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026026	609 N PECOS ST	BLK: 032, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026025	611 N PECOS ST	BLK: 032,N.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026132	0 W TENNESSEE AV	BLK: 049, (40 X 150) ABANDONED ST, ADDN: HOMESTEAD	0.138	COG REALTY LLC		$ 16,880
R000026069	0 N PECOS ST	BLK: 038, N.50 OF SW/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026029	601 N PECOS ST	BLK: 032, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026031	600 N CARRIZO ST	BLK:032, S.75 OF SW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 21,000
R000026066	508 N PECOS ST	BLK: 038, S.75 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 29,530
R000026030	605 N PECOS ST	BLK: 032, N.100 OF SE/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 30,960
R000026070	500 W TENNESSEE AV	BLK: 038, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 39,380
R000057849	0 SAN ANGELO ST	BLK: 033, LOT: S 150 FT OF W/2, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 42,000
R000203803	606 N CARRIZO ST	BLK: 032, LT 001, ADDN: HOMESTEAD, SEC 4, & E 10' OF N CARRIZO ST	0.775	COG REALTY LLC		$ 42,190
R000026112	0 W PECOS ST	BLK: 047, LOT: 001 & N.50 OF 5, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 45,730
R000026134	709 W TENNESSEE AV	BLK: 049, LOT: N/2 OF BLK 49 1/2, ADDN: HOMESTEAD,	0.367	COG REALTY LLC		$ 50,060
R000026113	506 W OHIO AV	BLK: 047, LOTS: 002 THRU 4 & S.10, ADDN: HOMESTEAD, OF LOT 5	0.321	COG REALTY LLC		$ 75,780
R000026126	707 W TENNESSEE AV	BLK: 049, NW/4, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 161,110
R000026115	408 N PECOS ST	BLK: 047, SEC: N25 OF S50 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 226,030
R000026065	510 N PECOS ST	BLK: 038, N/2 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 339,820
R000035383	100 S MAIN ST	BLK: 066, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.241	COG REALTY LLC		$ 1,624,865
R000214253	505 N PECOS ST	BLK:037, LOT 001, ADDN: HOMESTEAD SEC: 11	1.551	COG REALTY LLC		$ 4,310,600
R000035384	102 S MAIN ST	BLK: 066, LOT: 025, ADDN: ORIGINAL TOWN, SEC 15	0.723	COG REALTY LLC		$ 9,330,110
R000218745	0 CARRIZO ST	BLK: 036, LOT: 001, ADDN: HOMESTEAD, SEC: 016	3.287	COG REALTY LLC		$ 26,003,286
R000032446	1101 E FRONT ST	BLK: 014, LOT: 04A, ADDN: MOODY SEC 5	0.555	COMMUNITY CHILDRENS MINISTRY INC	E	$ -
R000026045	717 W LOUISIANA AV	BLK: 034, LOTS: 001 THRU 4, ADDN: HOMESTEAD	0.703	COMMUNITY NATIONAL BANK		$ 721,676
R000214855	811 N MAIN ST	BLK: 002, LOT: 009, ADDN: RICHARDSON ABILENE	0.158	CONCEPCION JOSUE M		$ 222,710
R000203136	511 N FORT WORTH ST	BLK: 002, LOT: 001, ADDN: OLD PUEBLO PARK, SEC 2	0.161	CORDERO BRENDA ELAINE		$ 185,000
R000034960	500 N MINEOLA ST	BLK: 002, LOT: 01A ADDN: ORIGINAL TOWN, SEC 16	0.383	CORNETT RICHARD		$ 345,570
R000035312	0 N COLORADO ST	BLK: 056, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.112	COWDEN MELANIE HOPE		$ 52,290
R000035300	113 E WALL ST	BLK: 053, LOTS: 009 S 17 OF W 75, ADDN: ORIGINAL TOWN, & W 75 OF 10;11 & 12	0.158	COWDEN WRIGHT JR ESTATE		$ 209,010
R000035301	100 N MAIN ST	BLK: 053, LOT: 13A, ADDN: ORIGINAL TOWN, SEC 7	1.01	CRP SCP WALL ST LOFTS OWNER LP		$ 18,747,580
R000025854	706 N BIG SPRING ST	BLK: 011, N.60 OF SW/4 &, ADDN: HOMESTEAD, S.50 OF NW/4	0.354	DAIRY QUEEN #420		$ 158,000
R000051897	801 W MISSOURI AV	BLK: 032, LOT: 001, ADDN: WEST END	0.241	DEHLINGER MARK T		$ 88,410
R000025932	605 N MINEOLA ST	BLK: 021, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	DELAO ALEJANDRO G		$ 262,150
R000041037	807 N MAIN ST	BLK: 002, LOT: 011, ADDN: RICHARDSON ABILENE	0.158	DELCO INVESTMENTS LP		$ 150,810
R000035069	801 E FRONT ST	BLK: 017, ALL LESS 1351 SQ, ADDN: ORIGINAL TOWN	0.179	DIAZ DAVID		$ 31,230
R000017753	800 N MARIENFELD ST	BLK: 018, LOT: 001, ADDN: ELMWOOD SEC 2	0.638	DISCOVERY PLAZA JOINT		$ 992,115
R000034987	505 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	DOMINGUEZ MANUEL A		$ 226,380
R000026075	510 N BIG SPRING ST	BLK: 040, N.75 OF W/2, ADDN: HOMESTEAD	0.241	DOMINION RESERVES LLC		$ 223,600
R000203976	502 N DALLAS ST	BLK: 003, LOT: 007, ADDN: OLD PUEBLO PARK SEC 3	0.106	DUARTE MARIA		$ 147,040
R000026074	500 N MARIENFELD ST	BLK: 039, S.150 OF SW/4, ADDN: HOMESTEAD	0.482	DURHAM LYNN D JR &		$ 373,700
R000026071	505 N BIG SPRING ST	BLK: 039, E/2, ADDN: HOMESTEAD	0.964	DURHAM LYNN D JR &		$ 10,031,715
R000026085	500 N BIG SPRING ST	BLK: 040, S 100 OF SW/4, ADDN: HOMESTEAD	0.321	ELLIS PROPERTIES		$ 131,170
R000109945	705 N WEATHERFORD ST	BLK: 015, LOT: 004, ADDN: HOMESTEAD SEC 3	0.172	ELY GLORIA A		$ 163,690
R000035156	219 N BIG SPRING ST	BLK: 034, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 176,660
R000035159	414 W TEXAS AV	BLK: 034, LOTS: 7-9(W100) &, ADDN: ORIGINAL TOWN, LOTS 10-12	0.964	ENDEAVOR ENERGY RESOURCES LP		$ 3,367,660

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035331	110 N MARIENFELD ST	BLK: 057, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 11,978,465
R000035164		BLK: 035, LOTS: 003 & 4 PT, ADDN: ORIGINAL TOWN, (REAR 17 X 20)	0.008	ENERGAS		$ 1,980
R000035527	125 W MISSOURI AV	BLK: 085, LOTS: 001 THRU 20, ADDN: ORIGINAL TOWN	1.497	ENERTIA TECH CENTER LLC		$ 23,854,184
R000041050	106 W KANSAS AV	BLK: 002, LOT: 024, ADDN: RICHARDSON ABILENE	0.161	ESCAJEDA JACINTO		$ 57,600
R000035022	406 N WEATHERFORD ST	BLK: 011, LOTS: 3(N/3) & 4(S2/3), ADDN: ORIGINAL TOWN	0.482	ESCN INC		$ 42,000
R000035023	410 N WEATHERFORD ST	BLK: 011, LOT: 004 N.50, ADDN: ORIGINAL TOWN	0.161	ESCN INC		$ 76,970
R000109942	711 N WEATHERFORD ST	BLK: 015, LOT: 001, ADDN: HOMESTEAD SEC 3	0.172	ESPINOZA ALBERT VILLA II		$ 166,460
R000041045	914 N LORAINE ST	BLK: 002, LOT: 019, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 39,000
R000041046	916 N LORAINE ST	BLK: 002, LOT: 020, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 86,960
R000217317	0 N CARRIZO ST	E/2 OF BLK: 033, ADDN: HOMESTEAD, SEC : 15	0.965	FIELDS DAVID B		$ 84,030
R000035547	701 W INDIANA AV	BLK: 091, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	FIRST H AND H HOLDINGS LLC		$ 516,020
R000026105	403 N COLORADO ST	BLK: 045, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	FIRST NATIONAL BANK OF STANTON		$ 14,000
R000218596	400 N BIG SPRING ST	BLK: 045, LT: 09A ADDN: HOMESTEAD SEC 14	0.482	FIRST NATL BANK OF STANTON		$ 2,184,703
R000035152	208 N A ST	BLK: 031, LOT: 008, ADDN: ORIGINAL TOWN	0.075	FIRST PRESBYTERIAN	E	$ -
R000035151	201 N A ST	BLK: 031, LOT: 007, ADDN: ORIGINAL TOWN	0.115	FIRST PRESBYTERIAN	E	$ -
R000035153	212 N A ST	BLK: 031, LOTS: 009 THRU 11, ADDN: ORIGINAL TOWN	0.31	FIRST PRESBYTERIAN	E	$ -
R000035150	201 N CARRIZO ST	BLK: 031, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	FIRST PRESBYTERIAN	E	$ -
R000051893	906 W INDIANA AV	BLK: 031, LOTS: 009 & 010, ADDN: WEST END	0.321	FIRST PRESBYTERIAN CHURCH	E	$ -
R000035010	201 E OHIO AV	BLK: 010, LOT: E(47X65) OF S1/3, ADDN: ORIGINAL TOWN	0.07	FIRST UNITED METHODIST CHURCH	E	$ -
R000035011	404 N BAIRD ST	BLK: 010, LOT: 003 N/3, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035007	409 N WEATHERFORD ST	BLK: 010, S/3 OF NE/4, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035009	205 E OHIO AV	BLK: 010, LOT: 3 LESS E 47 X 65, ADDN: ORIGINAL TOWN	0.247	FIRST UNITED METHODIST CHURCH	E	$ -
R000035006	411 N WEATHERFORD ST	BLK: 010, N.100 OF NE/4, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035114	301 N MAIN ST	BLK: 025, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	FIRST UNITED METHODIST CHURCH	E	$ -
R000034997	405 N MAIN ST	BLK: 008, S/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000034995	411 N MAIN ST	BLK: 008, N/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035002	401 N BAIRD ST	BLK: 009, E/2 LESS 48 X 80 IN N/PT, ADDN: ORIGINAL TOWN	0.876	FIRST UNITED METHODIST CHURCH	E	$ -
R000034996	407 N MAIN ST	BLK: 008, M/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035001	413 N BAIRD ST	BLK: 009, 48 X 80 IN N/PT OF E/2, ADDN: ORIGINAL TOWN	0.088	FIRST UNITED METHODIST CHURCH	E	$ -
R000035113	300 N MAIN ST	BLK: 024, LOTS: 001 THRU 12, ADDN: ORIGINAL TOWN	2.066	FIRST UNITED METHODIST CHURCH	E	$ -
R000035557	311 S PECOS ST	BLK: 092, LOT: 007, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH		$ 131,930
R000025859	705 N LORAINE ST	BLK: 012, LOT: 004, ADDN: HOMESTEAD, SEC 9	0.321	FIVE SEVEN PROPERTIES LLC		$ 587,550
R000203971	512 N DALLAS ST	BLK: 003, LOT: 002, ADDN: OLD PUEBLO PARK SEC 3	0.103	FLORES OLIVIA F		$ 144,580
R000025925	606 N TERRELL ST	BLK: 021, M 100 OF W/2, ADDN: HOMESTEAD	0.321	FLORES ROSARIO G EST		$ 163,650
R000035277	125 N FORT WORTH ST	BLK: 051, LOTS: 001 THRU 5, ADDN: ORIGINAL TOWN	0.402	FOSTER BRUCE EVAN		$ 343,040
R000035092	303 N DALLAS ST	BLK: 021, LOT: 005, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035091	305 N DALLAS ST	BLK: 021, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035090	307 N DALLAS ST	BLK: 021, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035094	401 E ILLINOIS AV	BLK: 021, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	FOUNDATION FOR M H M R	E	$ -
R000035089	309 N DALLAS ST	BLK: 021, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	FOUNDATION FOR MENTAL HEALTH	E	$ -
R000035005	410 N MAIN ST	BLK: 009, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	FOUR TEN N MAIN INC		$ 243,940
R000035344	0 W WALL ST	BLK: 059, LOT: 009, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 33,690
R000035347	701 W TEXAS AV	BLK: 060, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.689	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 40,030
R000035341	103 N PECOS ST	BLK: 059, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035343	626 W WALL ST	BLK: 059, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 67,380
R000035342	0 N PECOS ST	BLK: 059, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 103,780
R000035558	301 S PECOS ST	BLK: 092, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.803	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 145,880
R000035335	508 W WALL ST	BLK: 058, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 32,887,265

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R000035379	115 S COLORADO ST	BLK: 065, LOTS: 013 THRU 18, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN II LP		$ 5,634,060
R000035374	303 W WALL ST	BLK: 064, ALL, ADDN: ORIGINAL TOWN	2.066	FRANKLIN MOUNTAIN PERMIAN II LP		$ 49,693,378
R000035316	110 N BIG SPRING ST	BLK: 056, LOT: 014 W.25 OF N.35, ADDN: ORIGINAL TOWN, & N.35 OF LOT 15	0.06	FRANKLIN MOUNTAIN PERMIAN III LP		$ 13,130
R000035319	305 W TEXAS AV	BLK: 056, LOT: 018, ADDN: ORIGINAL TOWN	0.172	FRANKLIN MOUNTAIN PERMIAN III LP		$ 63,090
R000035317	114 N BIG SPRING ST	BLK: 056, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.344	FRANKLIN MOUNTAIN PERMIAN III LP		$ 123,750
R000035315	310 W WALL ST	BLK: 056, LOT 014 S.115 OF W/2 &, ADDN: ORIGINAL TOWN, LT 15	0.198	FRANKLIN MOUNTAIN PERMIAN III LP		$ 18,493,492
R000035311	115 N COLORADO ST	BLK: 056, LOTS: 003 & 4, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035310	115 N COLORADO ST	BLK: 056, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035313	300 W WALL ST	BLK: 056, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.373	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 81,250
R000035314	306 W WALL ST	BLK: 056, LOTS: 13 & 14(E/2), ADDN: ORIGINAL TOWN, ONE WALL PLAZA	0.258	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 20,450,168
R000025862	110 W LOUISIANA AV	BLK: 013, ALL, ADDN: HOMESTEAD	2.066	FRANKLIN MOUNTAIN PERMIAN V LP		$ 10,685,578
R000203975	504 N DALLAS ST	BLK: 003, LOT: 006, ADDN: OLD PUEBLO PARK SEC 3	0.103	FUENTES MEGAN		$ 138,660
R000035183	217 N MAIN ST	BLK: 037, LOT: 002 S/2, ADDN: ORIGINAL TOWN	0.08	FULCRUM PROPERTIES LLC		$ 181,340
R000035004	406 N MAIN ST	BLK: 009, LOTS: 3(N50) & 4(S50), ADDN: ORIGINAL TOWN	0.321	G T PARTNERS		$ 1,118,457
R000034976	509 N TERRELL ST	BLK: 004, LOT: 001 M.50, ADDN: ORIGINAL TOWN	0.161	GALLARDO MARCUS		$ 213,040
R000032399	400 N LAMESA RD	BLK: 006, LOT: 007, ADDN: MOODY	0.161	GALVAN JUANITA RUBIO		$ 48,070
R000214345	808 N WEATHERFORD ST	BLK:007, LOT: 002, ADDN: HOMESTEAD, SEC 12	0.161	GAMINO STEPHANIE		$ 245,110
R000058244	500 N FORT WORTH ST	BLK: 001, LOT: 007, ADDN: OLD PUEBLO PARK	0.112	GARCIA ADRIAN		$ 182,640
R000035021	301 E OHIO AV	BLK: 011, LOT: 003 W.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	GARCIA CEZAR G		$ 180,280
R000035213	306 E ILLINOIS AV	BLK: 040, LOT: 012 E 55, ADDN: ORIGINAL TOWN	0.063	GARCIA ELEACER		$ 37,980
R000035045	411 N MINEOLA ST	BLK: 014, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.072	GARCIA LUPE V		$ 32,990
R000203802	802 N BAIRD ST	BLK: 008, LOT: 002, ADDN: HOMESTEAD, SEC 4	0.182	GARCIA MARTIN SR		$ 29,730
R000025940	600 N DALLAS ST	BLK: 022, LOT: 007, ADDN: HOMESTEAD	0.161	GARCIA TERESA		$ 14,000
R000035225	0 N DALLAS ST	BLK: 042, LOT: 010, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 14,000
R000035220	203 N TERRELL ST	BLK: 042, LOT: 003, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 15,030
R000035226	500 E ILLINOIS AV	BLK: 042, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 70,260
R000035221	507 E FRONT ST	BLK: 042, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.305	GARZA EDWARD T		$ 149,670
R000035219	205 N TERRELL ST	BLK: 042, LOT: 002, ADDN: ORIGINAL TOWN	0.161	GEORGE VELOZ MNGT LP		$ 14,000
R000034999	406 N LORAINE ST	BLK: 008, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	GGB LEASING LP		$ 19,690
R000035000	410 N LORAINE ST	BLK: 008, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	GGB LEASING LP		$ 206,130
R000034998	106 W OHIO AV	BLK: 008, SW/4, ADDN: ORIGINAL TOWN	0.482	GGB LEASING LP		$ 212,830
R000058264	900 W WALL ST	BLK: 013, LOT; 014, ADDN: WEST END SEC 9	0.515	GLASS-JOHNSON HOSPICE HOUSE INC	E	$ -
R000026087	501 N LORAINE ST	BLK: 041, S.100 OF E/2, ADDN: HOMESTEAD	0.321	GOD'S RAINBOW PROMISES FELLOWSHIP	E	$ -
R000041031	921 N MAIN ST	BLK: 002, LOT: 002, ADDN: RICHARDSON ABILENE	0.158	GOLLIHAR JOHN B		$ 65,390
R000025814	0 N WEATHERFORD ST	BLK: 008, E/2 OF SE/4, ADDN: HOMESTEAD	0.241	GOMEZ ELIAS		$ 35,310
R000203801	800 N BAIRD ST	BLK: 008, LOT: 001 W/2, ADDN: HOMESTEAD SEC 4	0.108	GOMEZ ELIAS		$ 196,240
R000035055	403 N MARSHALL ST	BLK: 015, M.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2B)	0.161	GONZALES DANIEL C		$ 14,000
R000035059	400 N MINEOLA ST	BLK: 015, S.50 SW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 3)	0.161	GONZALES DANIEL C		$ 15,220
R000058246	504 N FORT WORTH ST	BLK: 001, LOT: 009, ADDN: OLD PUEBLO PARK	0.115	GONZALES GEORGE M		$ 183,600
R000035079	308 N TERRELL ST	BLK: 019, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GONZALES SAVINO EST		$ 78,770
R000025929	609 N MINEOLA ST	BLK: 021, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	GONZALEZ LYDIA HUITRON		$ 148,430
R000211388	201 E KANSAS AV	BLK: 008, LOT: 001 E/2 , ADDN: HOMESTEAD SEC 4	0.108	GONZALEZ ROBERTO & NORMA		$ 96,390
R000025933	600 N TERRELL ST	BLK: 021, S.50 OF SW/4, ADDN: HOMESTEAD	0.161	GOOL GARY		$ 76,060
R000035100	305 N FORT WORTH ST	BLK: 022, LOT: 004, ADDN: ORIGINAL TOWN	0.161	GOOL GARY		$ 188,570
R000025993	607 N MARIENFELD ST	BLK: 031, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 14,000
R000025996	0 N MARIENFELD ST	BLK: 031, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 36,750
R000025994	604 N PECOS ST	BLK: 031, S.5 OF W.70 OF, ADDN: HOMESTEAD, NW/4 & N.50 OF SW/4	0.169	GRAHAM BUILDING LLC THE		$ 52,900
R000025995	511 W LOUISIANA AV	BLK: 031, W.70 OF NW/4 LESS S.5, ADDN: HOMESTEAD	0.233	GRAHAM BUILDING LLC THE		$ 53,290
R000025998	602 N PECOS ST	BLK: 031, N.56 OF S.100 OF SW/4, ADDN: HOMESTEAD	0.18	GRAHAM BUILDING LLC THE		$ 53,880
R000025999	600 N PECOS ST	BLK: 031, S.44 OF SW/4, ADDN: HOMESTEAD	0.141	GRAHAM BUILDING LLC THE		$ 54,500

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R000025992	601 N MARIENFELD ST	BLK: 031, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	GRAHAM BUILDING LLC THE		$ 3,723,110
R000014588	700 W LOUISIANA AV	BLK: 001, LOTS: 021 THRU 26, ADDN: COUNTRY CLUB, HEIGHTS	1.207	GREAT WESTERN DRLG		$ 2,127,200
R000025858	710 N COLORADO ST	BLK: 012, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	GRIMES AMY ET AL		$ 184,040
R000052043	707 W INDIANA AV	BLK: 050, LOT: 001, ADDN: WEST END	0.161	GROVER DAVID B		$ 84,670
R000035555	0 S MARIENFELD ST	BLK: 092, LOT: 005, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 19,690
R000035556	504 W KENTUCKY AV	BLK: 092, LOT: 006, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 36,750
R000035057	406 N MINEOLA ST	BLK: 015,N.50 SW/4, ADDN: ORIGINAL TOWN, (AKA W/2 OF N.50 OF, 3 & E/2 OF N.50 OF 3)	0.16	GUAJARDO MARGARITA L		$ 13,940
R000035058	404 N MINEOLA ST	BLK: 015, SW/4(N50 OF S100), ADDN: ORIGINAL TOWN, (AKA N50 S100 OF 3)	0.161	GUAJARDO MARGARITA L		$ 14,000
R000035062	408 N MINEOLA ST	BLK: 015, S.50 NW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 4)	0.161	GUAJARDO MARGARITA L		$ 83,890
R000035074	307 N MINEOLA ST	BLK: 019, LOTS: 003 & 4 E/2, ADDN: ORIGINAL TOWN	0.161	GUERRERO VALERIO		$ 19,010
R000035280	321 E WALL ST	BLK: 051, LOTS: 010 THRU 12 E.100, ADDN: ORIGINAL TOWN, LESS RIGHT OF WAY	0.172	GUZMAN AGAPITO		$ 37,830
R000026096	0 N MAIN ST	BLK: 043, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.20 OF NW/4	0.225	HARTMAN DOYLE		$ 42,260
R000026095	500 N MAIN ST	BLK: 043, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	HARTMAN DOYLE		$ 383,490
R000041043	910 N LORAINE ST	BLK: 002, LOT: 017, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041044	912 N LORAINE ST	BLK: 002, LOT: 018, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041042	814 N LORAINE ST	BLK: 002, LOT: 016, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 66,950
R000035085	523 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) E.90, ADDN: ORIGINAL TOWN	0.207	HATFIELD DEREK W		$ 87,780
R000035086	509 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) W.50, ADDN: ORIGINAL TOWN	0.115	HATFIELD DEREK W		$ 103,270
R000035223	204 N DALLAS ST	BLK: 042, LOT: 008, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000035224	206 N DALLAS ST	BLK: 042, LOT: 009, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000052049	810 W KENTUCKY AV	BLK: 050, LOT: 6(69X126 SW COR), ADDN: WEST END	0.352	HENDERSON VERA P		$ 159,320
R000035076	607 E ILLINOIS AV	BLK: 019, LOTS: 003 THRU 6 W/2, ADDN: ORIGINAL TOWN	0.321	HERB ERNEST		$ 56,000
R000035075	617 E ILLINOIS AV	BLK: 019, LOTS: 005 & 6 E/2, ADDN: ORIGINAL TOWN	0.161	HERB ERNEST		$ 177,910
R000025942	606 N DALLAS ST	BLK: 022, LOT: 009, ADDN: HOMESTEAD	0.161	HEREDIA MARIA		$ 14,000
R000025825	802 N MAIN ST	BLK: 009, LOT: 008, ADDN: HOMESTEAD	0.161	HERNANDEZ AMABELIA		$ 157,320
R000025805	803 N FORT WORTH ST	BLK: 007, S.75 OF N.250 OF E/2, ADDN: HOMESTEAD	0.241	HERNANDEZ CRUZ		$ 125,810
R000025938	603 N TERRELL ST	BLK: 022, LOT: 005, ADDN: HOMESTEAD	0.161	HERNANDEZ EFRAIN		$ 141,010
R000035043	408 N DALLAS ST	BLK: 013, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	HERNANDEZ JERARDO		$ 14,000
R000203972	510 N DALLAS ST	BLK: 003, LOT: 003, ADDN: OLD PUEBLO PARK SEC 3	0.103	HERNANDEZ JOAQUINA		$ 142,090
R000025934	611 N TERRELL ST	BLK: 022, LOT: 001, ADDN: HOMESTEAD	0.161	HERNANDEZ JOHNNY		$ 14,000
R000205485	608 N FORT WORTH ST	BLK: 023, S 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	HERNANDEZ JUAN AND LUZ		$ 185,590
R000041034	911 N MAIN ST	BLK: 002, LOT: 006, ADDN: RICHARDSON ABILENE	0.158	HERRERA FRANCISCO		$ 191,240
R000051889	903 W MISSOURI AV	BLK: 031, LOT: 003, ADDN: WEST END	0.161	HERRMANN KEVIN AND AMANDA		$ 33,690
R000051888	901 W MISSOURI AV	BLK: 031, LOTS: 001 & 2, ADDN: WEST END	0.321	HERRMANN KEVIN AND AMANDA		$ 116,250
R000216162	201 S C ST	BLK: 031, LOT: 013 , ADDN: WEST END, SEC: 22	0.479	HERRMANN KEVIN AND AMANDA		$ 926,010
R000035040	402 N DALLAS ST	BLK: 013, LOT: 003 S.55 OF N.100, ADDN: ORIGINAL TOWN	0.177	HIGGINS JAMEE L		$ 217,610
R000026076	507 N COLORADO ST	BLK: 040, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 14,000
R000026077	511 N COLORADO ST	BLK: 040, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 16,720
R000026082	505 N COLORADO ST	BLK: 040, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 44,710
R000026078	509 N COLORADO ST	BLK: 040, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 64,380
R000025945	600 N FORT WORTH ST	BLK: 023, S.50 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000025953	602 N FORT WORTH ST	BLK: 023, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000035101	0 N FORT WORTH ST	BLK: 022, LOT: 005, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 19,690
R000035103	311 E ILLINOIS AV	BLK: 022, LOT: 006, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 136,040
R000026122	600 W OHIO AV	BLK: 048, ALL, ADDN: HOMESTEAD	2.066	HUGHES DEVELOPMENT LLC		$ 1,176,110
R000035325	401 W TEXAS AV	BLK: 057, LOTS: 1; 2(E90) & 3, ADDN: ORIGINAL TOWN	0.367	INDUSPAD MIDLAND CHARMS LLC		$ 600,000
R000025954	308 E LOUISIANA AV	BLK: 024, E/2 ALL (AKA 1 THRU 6), ADDN: HOMESTEAD	0.964	JACKSON LEILA GHAI		$ 113,830
R000209690	701 N LORAINE ST	BLK: 012, LOT: 003, ADDN: HOMESTEAD, SEC 9	0.347	JAMESON FAMILY PARTNERSHIP LP		$ 30,250
R000035041	404 N DALLAS ST	BLK: 013, N.45 OF SW/4, ADDN: ORIGINAL TOWN	0.145	JARAMILLO JENNIFER		$ 205,620
R000026073	506 N MARIENFELD ST	BLK: 039, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	JKL 20 LP		$ 24,750

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035327	113 N BIG SPRING ST	BLK: 057, LOT: 004 S/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 20,340
R000035326	111 N BIG SPRING ST	BLK: 057, LOT: 004 N/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 116,890
R000035328	400 W WALL ST	BLK: 057, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	JLC LLC		$ 1,269,530
R000025991	501 W LOUISIANA AV	BLK:031, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	JOB RESIDENCES LLC		$ 570,990
R000109947	701 N WEATHERFORD ST	BLK: 015, LOT: 006, ADDN: HOMESTEAD SEC 3	0.172	JOHNSON LAVONDA E		$ 163,470
R000035033	410 N FORT WORTH ST	BLK: 012, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	JOHNSON ROSEMARY E		$ 85,530
R000025958	0 N BAIRD ST	BLK: 025, N/99.48 OF W/2, ADDN: HOMESTEAD	0.32	JONES JERRY		$ 27,850
R000025965	0 N WEATHERFORD ST	BLK: 025, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025964	0 N WEATHERFORD ST	BLK: 025, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025962	607 N WEATHERFORD ST	BLK: 025, S.53 OF NE/4, ADDN: HOMESTEAD	0.17	JONES JERRY L		$ 20,870
R000035139	500 W ILLINOIS AV	BLK: 029, E/2, ADDN: ORIGINAL TOWN	0.964	KAUFMAN KITTRIDGE LP ET AL		$ 28,605,080
R000052048	0 W INDIANA AV	BLK: 050, LOT: 005, ADDN: WEST END	0.193	KEA BUILDERS LLC		$ 33,600
R000052047	713 W INDIANA AV	BLK: 050, LOT: 004, ADDN: WEST END	0.138	KEA BUILDERS LLC		$ 596,020
R000051788	806 W MISSOURI AV	BLK: 015, LOT: 009, ADDN: WEST END	0.161	KIMBROUGH ENGINEERING COMPANY LLC		$ 50,750
R000051789	800 W MISSOURI AV	BLK: 015, LOTS: 010 THRU 12 S.75, ADDN: WEST END	0.258	KIMBROUGH ENGINEERING COMPANY LLC		$ 157,590
R000035367	401 W WALL ST	BLK: 063, LOTS: 001 THRU 3 & 11 &, ADDN: ORIGINAL TOWN, 12 E.35	0.631	KINCO PARTNERS LTD		$ 4,487,380
R000025960	609 N WEATHERFORD ST	BLK: 025, N97 OF NE/4, ADDN: HOMESTEAD	0.312	KMISS LLC		$ 78,810
R000035019	401 N FORT WORTH ST	BLK: 011, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	KMISS LLC		$ 129,960
R000025879	706 N WEATHERFORD ST	BLK: 016, S. 50 OF NW/4 & ALL OF, ADDN: HOMESTEAD, SW/4	0.643	KMISS LLC		$ 228,890
R000035345	619 W TEXAS AV	BLK: 059, LOT: 010 E.86 OF S.40, ADDN: ORIGINAL TOWN, & W.54 OF 10 THRU 12	0.265	L & L AUSTEX LLC		$ 696,030
R000025931	0 N MINEOLA ST	BLK: 021, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	LAABS DAVIS		$ 14,000
R000058248	508 N FORT WORTH ST	BLK: 001, LOT: 011, ADDN: OLD PUEBLO PARK	0.115	LANGSTON RACHEL MACKENZIE		$ 190,590
R000025956	604 N WEATHERFORD ST	BLK: 024, ALL OF SW/4, ADDN: HOMESTEAD	0.482	LARSON HOLDINGS LLC		$ 193,340
R000025868	0 N MAIN ST	BLK: 014, S.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025866	710 N MAIN ST	BLK: 014, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025867	708 N MAIN ST	BLK: 014, N.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,560
R000035035	407 N TERRELL ST	BLK: 013, S/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 55,060
R000035038	405 N TERRELL ST	BLK: 013, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 216,780
R000035034	508 E TENNESSEE AV	BLK: 013, N/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN-GARCIA PARTNERS		$ 21,000
R000025928	607 N MINEOLA ST	BLK: 021, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	LEWIS LOVIE		$ 24,520
R000035044	410 N DALLAS ST	BLK: 013, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	LLENZA CHARLOTTE A		$ 14,000
R000047940	412 N TERRELL ST	BLK: 001, LOT: 001, ADDN: TENNESSEE SEC 1	0.257	LONE STAR FLOORING SERVICES LLC		$ 208,140
R000025976	107 W LOUISIANA AV	BLK: 027, E.70 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	LONG SARAH M		$ 167,800
R000025809	802 N WEATHERFORD ST	BLK: 007, SW/4, ADDN: HOMESTEAD	0.482	LOPEZ ISABELLE TERESA		$ 324,210
R000034978	505 N TERRELL ST	BLK: 004, LOT: 002 N.50, ADDN: ORIGINAL TOWN	0.161	LOPEZ JASMINE F		$ 68,990
R000034957	503 N LAMESA RD	BLK: 002, M.50 OF SE/4 LESS, ADDN: ORIGINAL TOWN, TRI ON E SIDE	0.142	LOPEZ JESSE RODRIGUEZ		$ 12,360
R000034956	0 N LAMESA RD	BLK: 002, W PT OF N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.112	LOPEZ JESSE RODRIGUEZ		$ 13,590
R000034959	501 N MARSHALL ST	BLK 002, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LOPEZ JESSE RODRIGUEZ		$ 21,160
R000035061	410 N MINEOLA ST	BLK: 015, N.100 NW/4, ADDN: ORIGINAL TOWN, (AKA N.100 OF LOT 4)	0.321	LOPEZ REYMUNDO		$ 32,460
R000035188	200 N LORAINE ST	BLK: 037, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	LORAINE AT TEXAS		$ 26,408,990
R000052050	802 W KENTUCKY AV	BLK: 050, LOT: 007, ADDN: WEST END	0.153	LOUIS E INVESMENTS LLC		$ 48,190
R000052051	800 W KENTUCKY AV	BLK: 050, LOT: 008, ADDN: WEST END	0.158	LOUIS E INVESMENTS LLC		$ 49,990
R000052046	711 W INDIANA AV	BLK: 050, LOT: 003, ADDN: WEST END	0.149	LOUIS E INVESMENTS LLC		$ 221,170
R000032444	1109 E FRONT ST	BLK: 014, LOT: 001, 002 & 003 E/2, ADDN: MOODY	0.294	LOZANO OSBALDO		$ 174,260
R000035382	112 S LORAINE ST	BLK: 065, LOTS: 022 THRU 24, ADDN: ORIGINAL TOWN	0.241	LS BRENTWAY LLC		$ 834,620
R000041030	923 N MAIN ST	BLK: 002, LOT: 001, ADDN: RICHARDSON ABILENE	0.158	LUEVANOS JOSE LUIS		$ 78,700
R000224149	405 N FORT WORTH ST	BLK:011, LOT:005, ADDN: ORIGINAL TOWN	0.16	LUPITA HOMES CONSTRUCTION		$ 13,900
R000026079	502 N BIG SPRING ST	BLK: 040, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.75 OF NW/4	0.402	LWM COMMERCIAL PROPERTIES LTD		$ 450,400
R000051901	206 N A ST	BLK: 032, LOT: 004, ADDN: WEST END	0.177	M I S D	E	$ -
R000051900	204 S A ST	BLK: 032, LOT: 003, ADDN: WEST END	0.177	M I S D	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035544	0 S PECOS ST	BLK: 090, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN, MASHBURN BLDG PKLT	0.482	M I S D	E	$ -
R000035545	615 W MISSOURI AV	BLK: 090, LOTS: 007 THRU 12 & PT, ADDN: ORIGINAL TOWN, CARRIZO ST ADJ TO W/SIDE, SCH: ADMINSTRATION BLDG	1.18	M I S D	E	$ -
R000026104	401 N COLORADO ST	BLK: 045, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	M&M PROPERTIES		$ 299,320
R000035039	400 N DALLAS ST	BLK: 013, LOT: 003 S.50, ADDN: ORIGINAL TOWN	0.161	MADRID MARIA GONZALES		$ 67,170
R000025813	811 N WEATHERFORD ST	BLK: 008, N.50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES CATRINA		$ 46,220
R000203113	811 N WEATHERFORD ST	BLK: 008, E/2 OF N50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES ELIZABETH		$ 43,990
R000025817	818 N BAIRD ST	BLK: 008, N.200 OF W/2, ADDN: HOMESTEAD	0.643	MAGALLANES FRANCO		$ 100,250
R000035194	218 N MAIN ST	BLK: 038, LOT: 012 N/2, ADDN: ORIGINAL TOWN (UNIT # A)	0.027	MAIN STREET HOLDINGS AB LLC		$ 194,780
R000025967	605 N BAIRD ST	BLK:026, S.36 OF NE/4, ADDN: HOMESTEAD	0.116	MALDONADO DORA EST		$ 38,830
R000025966	108 E LOUISIANA AV	BLK: 026, N.114 OF NE/4, ADDN: HOMESTEAD	0.366	MALDONADO DORA EST		$ 125,100
R000025969	111 E MICHIGAN AV	BLK:026, SE/4, ADDN: HOMESTEAD	0.482	MALDONADO DORA EST		$ 223,870
R000032396	405 N LEE ST	BLK: 006, LOT: 004, ADDN: MOODY	0.161	MALDONADO JUAN A		$ 48,820
R000014585	718 W LOUISIANA AV	BLK: 001, LOTS: 16(E/2) & 17, ADDN: COUNTRY CLUB, HEIGHTS	0.241	MANULIK MATTHEW C		$ 107,620
R000041049	108 W KANSAS AV	BLK: 002, LOT: 023, ADDN: RICHARDSON ABILENE	0.161	MAROC INDUSTRIES LLC		$ 157,720
R000052044	709 W INDIANA AV	BLK: 050, LOT: 002 E.50, ADDN: WEST END	0.152	MARTIN WATER LABORATORIES INC		$ 167,830
R000052045		BLK: 050, LOT: 002 W.5, ADDN: WEST END	0.015	MARTIN WATER LABORATORIES INC.		$ 2,650
R000035031	406 N FORT WORTH ST	BLK: 012, LOT: 004 S.50, ADDN: ORIGINAL TOWN	0.161	MARTINEZ JAVIER		$ 14,000
R000025803	807 N FORT WORTH ST	BLK: 007, S.50 OF N.125 OF E/2, ADDN: HOMESTEAD	0.161	MARTINEZ JAVIER		$ 58,110
R000035025	406 E TENNESSEE AV	BLK: 012, LOT: 001 W.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ JAVIER		$ 149,310
R000035024	406 E TENNESSEE AV	BLK: 012, LOT: 001 E.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ PETRA		$ 10,500
R000032404	410 N LAMESA RD	BLK: 006, LOT: 012, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 18,940
R000032403	408 N LAMESA RD	BLK: 006, LOT: 011, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 19,750
R000025927	610 N TERRELL ST	BLK: 021, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MASTER MATILDE REYES		$ 24,940
R000051896	900 W INDIANA AV	BLK: 031, LOT: S.42.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.098	MATS MAINTENANCE		$ 57,140
R000025841	700 N MARIENFELD ST	BLK: 010, S.50 OF W/2, ADDN: HOMESTEAD	0.161	MC ANDREW MIKE		$ 197,590
R000052052	705 W KENTUCKY AV	BLK: 051, LOTS: 1-4 & TRI(W/SD), ADDN: WEST END	0.738	MCCONAUGHEY GEORGANNE HURT		$ 273,080
R000035381	120 S LORAINE ST	BLK: 065, LOT: 021, ADDN: ORIGINAL TOWN	0.08	MEADOWS HENRY EDWARD JR ET AL		$ 14,970
R000035380	120 S LORAINE ST	BLK: 065, LOTS: 019 & 20, ADDN: ORIGINAL TOWN	0.161	MEADOWS HENRY EDWARD JR ET AL		$ 50,150
R000014584	724 W LOUISIANA AV	BLK: 001, LOTS: 14 & 15 & 16(W/2), ADDN: COUNTRY CLUB, HEIGHTS	0.402	MEISSNER MARTIN C REVO LIV TR EST		$ 194,540
R000025930	608 N TERRELL ST	BLK: 021, M.50 OF NW/4, ADDN: HOMESTEAD	0.161	MELENDEZ VIRGINIA		$ 160,170
R000034992	504 N WEATHERFORD ST	BLK: 006,N.150 & S.100 OF SW/4, ADDN: ORIGINAL TOWN	0.803	MIDLAND ACADEMY CHARTER SCHOOL	E	$ -
R000026097	500 N BAIRD ST	BLK: 044, ALL, ADDN: HOMESTEAD	2.066	MIDLAND ACADEMY CHARTER SCHOOL INC	E	$ -
R000025963	601 N WEATHERFORD ST	BLK: 025, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND BUSINESS CENTER LLC		$ 19,690
R000025959	600 N BAIRD ST	BLK: 025, S.200.52 OF W/2, ADDN: HOMESTEAD	0.644	MIDLAND BUSINESS CENTER LLC		$ 986,820
R000026068	500 W TENNESSEE AV	BLK: 038, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND CC DEVELOPMENT LLC		$ 56,000
R000026118	405 N MARIENFELD ST	BLK: 047, NE/4, ADDN: HOMESTEAD	0.482	MIDLAND CC DEVELOPMENT LLC		$ 1,235,760
R000035128	310 W ILLINOIS AV	BLK: 027, LOTS: 13A, ADDN: ORIGINAL TOWN, SEC 3	0.448	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000035127	301 N COLORADO ST	BLK: 027, LOTS: 07A, ADDN: ORIGINAL TOWN, SEC 3	0.451	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034954	507 N LAMESA RD	BLK: 002, S.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034953	507 N LAMESA RD	BLK: 002, M.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034968	501 N MINEOLA ST	BLK: 003, LOTS: 005&6 AKA (S 2/3, ADDN: ORIGINAL TOWN, OF SE/4)	0.321	MIDLAND CITY OF	E	$ -
R000035187	0 N MAIN ST	BLK: 037, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000025980	0 N COLORADO ST	BLK: 028, W/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -
R000035276	406 E TEXAS AV	BLK: 050, ALL, ADDN: ORIGINAL TOWN	0.985	MIDLAND CITY OF	E	$ -
R000017754	900 N BIG SPRING ST	BLK: 018, LOT: 002, ADDN: ELMWOOD SEC 2, VOLUNTEER PARK	0.501	MIDLAND CITY OF	E	$ -
R000217757	106 W WALL ST	BLK: 054, LOT:01A ADDN: ORIGINAL TOWN, SEC 14	1.514	MIDLAND CITY OF	E	$ -
R000217756	105 N MAIN ST	BLK: 054, LOT 02A: ADDN: ORIGINAL TOWN, SEC 14,	1.432	MIDLAND CITY OF	E	$ -
R000025979	601 N LORAINE ST	BLK: 028, E/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000217758	200 W WALL ST	BLK: 055, LOT: 001A, ADDN: ORIGINAL TOWN, SEC 14	2.066	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035093	407 E ILLINOIS AV	BLK: 021, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CO REPUBLICAN PARTY		$ 56,890
R000035181	105 W ILLINOIS AV	BLK: 037, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND COMMUNITY COLLEGE DISTRICT	E	$ -
R000034939	611 N LAMESA RD	BLK: 001, LOT: 001, ADDN: ORIGINAL TOWN	0.107	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000185323		COMMON AREA A &,PUBLIC UTILITY EASEMENT,ADDN: OLD PUEBLO PARK	0.837	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035540	208 S MARIENFELD ST	BLK: 089, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035541	0 S PECOS ST	BLK: 089, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000025878	701 N FORT WORTH ST	BLK: 016, E/2, ADDN: HOMESTEAD	0.964	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035176	208 N COLORADO ST	BLK: 036, LOTS: 010 THRU 15 (NORTH, ADDN: ORIGINAL TOWN, PARTS) & 7 O/O LOT 9	0.273	MIDLAND COMMUNITY THEATER	E	$ -
R000025977	605 N MAIN ST	BLK: 027, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025810	801 N FORT WORTH ST	BLK: 007, S.50 OF E/2, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025974	0 N MAIN ST	BLK:027, E/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000026094	514 N MAIN ST	BLK: 043, N.130 OF NW/4, ADDN: HOMESTEAD	0.418	MIDLAND COUNTY	E	$ -
R000185297	0 N BAIRD ST	BLK: 043, N 185.7' OF E/2,ADDN: HOMESTEAD	0.597	MIDLAND COUNTY	E	$ -
R000025971	0 N MAIN ST	BLK: 026, SW/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000025978	601 N MAIN ST	BLK: 027, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035565	200 W FRONT ST	BLK: 095, (51000 SQ FT), ADDN: ORIGINAL TOWN	1.171	MIDLAND COUNTY	E	$ -
R000035197	213 N WEATHERFORD ST	BLK: 039, LOT: 003 & N/2 OF LOT 4, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000052206	800 W FRONT ST	BLK: 67 1/2, LOT: ALL, ADDN: WEST END	0.2	MIDLAND COUNTY	E	$ -
R000026088	509 N LORAINE ST	BLK: 041, N.100 OF E/2, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035529	301 W MISSOURI AV	BLK: 087, LOTS: 1-5(LESS E/2), ADDN: ORIGINAL TOWN, OF 87 PLUS	0.964	MIDLAND COUNTY	E	$ -
R000035190	200 N MAIN ST	BLK: 038, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000026092	500 N LORAINE ST	BLK: 042, ALL, ADDN: HOMESTEAD	2.066	MIDLAND COUNTY	E	$ -
R000025989	0 N COLORADO ST	BLK: 029, S.175 OF E/2, ADDN: HOMESTEAD	0.562	MIDLAND COUNTY		$ 110,260
R000035168	210 N BIG SPRING ST	BLK: 035, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	MIDLAND DEVELOPMENT CORP	E	$ -
R000211781	211 N COLORADO ST	BLK: 035, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 8	0.635	MIDLAND DEVELOPMENT CORP	E	$ -
R000035166	304 W TEXAS AV	BLK: 035, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND DEVELOPMENT CORP	E	$ -
R000035209	303 E TEXAS AV	BLK: 040, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	MIDLAND HABITAT FOR HUMANITY	E	$ -
R000035207	205 N FORT WORTH ST	BLK: 040, LOT: 004, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035206	207 N FORT WORTH ST	BLK: 040, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035204	312 E ILLINOIS AV	BLK: 040, LOT: 001 & 002, ADDN: ORIGINAL TOWN	0.321	MIDLAND YACHT CLUB LLC		$ 162,350
R000035178	214 N COLORADO ST	BLK: 036, LOT: 017 S/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035179	216 N COLORADO ST	BLK: 036, LOT: 017 N/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035177	212 N COLORADO ST	BLK: 036, LOT: 016, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035180	220 N COLORADO ST	BLK: 036, LOT: 018, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035172	207 N LORAINE ST	BLK: 036, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035171	209 N LORAINE ST	BLK: 036, LOT: 002, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035170	211 N LORAINE ST	BLK: 036, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 25,270
R000035173	200 W TEXAS AV	BLK: 036, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.149	MIDLAND YUCCA REALTY INC		$ 30,860
R000035174	206 W TEXAS AV	BLK: 036, LOTS: 006 THRU 8 & E.18, ADDN: ORIGINAL TOWN, OF LOT 9	0.278	MIDLAND YUCCA REALTY INC		$ 58,580
R000035175	212 W TEXAS AV	BLK: 036, LOT: 009 W.7 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 10 THRU 15 LESS N.PT	0.195	MIDLAND YUCCA REALTY INC		$ 3,429,494

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035330	106 N MARIENFELD ST	BLK: 057, LOT: 009, ADDN: ORIGINAL TOWN	0.161	MIDLANDMC LLC		$ 88,500
R000025837	0 N MARIENFELD ST	BLK: 010, S.50 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025833	710 N MARIENFELD ST	BLK: 010, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025846	0 N MARIENFELD ST	BLK: 010, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 19,690
R000025842	0 N MARIENFELD ST	BLK: 010, M.100 OF W/2, ADDN: HOMESTEAD	0.321	MIDPAR LTD		$ 39,380
R000026001	0 N MARIENFELD ST	BLK: 31A, LOT: 001A, ADDN: HOMESTEAD SEC 6	1.536	MIDPAR LTD		$ 83,640
R000025990	600 N MARIENFELD ST	BLK: 030, ALL, ADDN: HOMESTEAD	2.066	MIDPAR LTD		$ 34,470,266
R000035324	405 W TEXAS AV	BLK: 057, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	MILLER ROBERT REECE		$ 29,060
R000035680		BLK: 112 .06 AC TR N.,SIDE OF FRONT & PECOS,ADDN: ORIGINAL TOWN	0.064	MISSOURI PACIFIC RR CO		$ 5,550
R000035548	610 W KENTUCKY AV	BLK: 091, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.504	MJL CORP		$ 204,200
R000214854	901 N MAIN ST	BLK: 002, LOT: 008, ADDN: RICHARDSON ABILENE	0.158	MOCTEZUMA NICOLAS		$ 220,870
R000034970	500 N TERRELL ST	BLK: 003, SW/4 LESS S.75, ADDN: ORIGINAL TOWN	0.241	MONARREZ LAURA G		$ 138,760
R000025819	809 N BAIRD ST	BLK: 009, N.75 OF NE/4, ADDN: HOMESTEAD, (AKA 1 & N/2 OF 2)	0.241	MONTOYA ARMIDA		$ 98,820
R000026120	403 N MARIENFELD ST	BLK: 047, N.70 OF SE/4, ADDN: HOMESTEAD	0.225	MOORE WAYNE AND JO ANN	E	$ -
R000214344	810 N WEATHERFORD ST	BLK:007, LOT: 001 ADDN: HOMESTEAD, SEC 12	0.162	MORALES CESAR GUADALUPE		$ 241,970
R000017947	805 N LORAINE ST	BLK: 001, LOT: 003 E.115, ADDN: ESTES	0.132	MORALES EDUARDO ET AL		$ 242,880
R000025829	806 N MAIN ST	BLK: 009, LOT: 10(S50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE A		$ 175,450
R000025830	808 N MAIN ST	BLK: 009, LOT: 11(M50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE ANTONIO		$ 24,080
R000109946	703 N WEATHERFORD ST	BLK: 015, LOT: 005, ADDN: HOMESTEAD SEC 3	0.172	MORIN DANIEL ANTHONY		$ 163,470
R000025944	500 E LOUISIANA AV	BLK: 022, LOTS: 010;011 & 012, ADDN: HOMESTEAD	0.482	MR PROPERTY HOLDINGS LLC		$ 488,150
R000035378	223 W WALL ST	BLK: 065, LOT: 009 W.24.25 & ALL, ADDN: ORIGINAL TOWN, OF LOTS 10 THRU 12	0.296	MT223 LLC		$ 8,866,995
R000211116	400 N FORT WORTH ST	BLK: 012, LOT: 003 S.68, ADDN: ORIGINAL TOWN	0.219	MUNOZ PEDRO		$ 44,530
R000035030	400 N FORT WORTH ST	BLK: 012, LOT: 003 N.82, ADDN: ORIGINAL TOWN	0.263	MUNOZ PEDRO		$ 182,650
R000017667	600 W LOUISIANA AV	BLK: 001, LOT: 018, ADDN: ELMWOOD SEC 4	2.15	MY COMMUNITY FEDERAL CREDIT UNION		$ 2,500,000
R000109950	704 N BAIRD ST	BLK: 015, LOT: 009, ADDN: HOMESTEAD SEC 3	0.172	NAJERA AGAPITO JR		$ 155,360
R000035003	400 N MAIN ST	BLK: 009, S.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	NAVIGATOR OIL & MINERALS INC		$ 166,560
R000051770	908 W WALL ST	BLK: 013, LOT: 7(S96) & 8(W46), ADDN: WEST END, LOT 8(LESS N47 OF W23)	0.236	NELSON ROY E		$ 163,170
R000034979	515 E TENNESSEE AV	BLK: 004, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	NLA LIVING TRUST		$ 113,930
R000035284	300 E TEXAS AV	BLK: 051, LOTS: 018 THRU 24, ADDN: ORIGINAL TOWN	0.562	NNN REIT LP		$ 285,500
R000035120	310 N COLORADO ST	BLK: 026, LOT: 011, ADDN: ORIGINAL TOWN	0.161	NOLLEY CAMILA O		$ 870,130
R000218744	504 N A ST	BLK: 035, LOT: 001 , ADDN: HOMESTEAD, SEC 16	1.33	NORTH A & TENNESSEE	E	$ -
R000035012	408 N BAIRD ST	BLK: 010, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035013	410 N BAIRD ST	BLK: 010, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035193	212 N MAIN ST	BLK: 038, LOTS: 10(N/2) & 11, ADDN: ORIGINAL TOWN	0.241	NORTH MAIN LLC		$ 626,210
R000035133	400 W ILLINOIS AV	BLK: 028, LOT: 003 S/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 4 THRU 6	0.562	NORTH WATERFRONT-TEXAS LLC		$ 21,527,274
R000026111	410 W OHIO AV	BLK: 046, SW/4, ADDN: HOMESTEAD	0.482	O NEILL LEASING CO		$ 1,313,124
R000025822	801 N BAIRD ST	BLK: 009, LOT: 005 W/2 & ALL OF 6, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 60,050
R000025821	805 N BAIRD ST	BLK: 009, LOT: 004 & N/2 OF LOT 5, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 62,840
R000017945	202 W KANSAS AV	BLK: 001, LOT: 001 & 2 LESS W.69, ADDN: ESTES	0.229	OCHOA VICTOR R		$ 205,320
R000026067	0 N MARIENFELD ST	BLK: 038, N/3 OF SE/4, ADDN: HOMESTEAD	0.161	OGX REAL ESTATE LLC		$ 19,690
R000026109	400 N MARIENFELD ST	BLK: 046, NW/4, ADDN: HOMESTEAD	0.482	OGX REAL ESTATE LLC		$ 1,240,930
R000035282	301 E WALL ST	BLK: 051, LOTS: 013 THRU 15 W.75, ADDN: ORIGINAL TOWN	0.129	OK CARIOCA LLC		$ 98,640
R000058243	501 N DALLAS ST	BLK: 001, LOT: 006, ADDN: OLD PUEBLO PARK	0.112	OLIVAREZ NOEMI		$ 185,420
R000025869	701 N BAIRD ST	BLK:014, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS MARTINA L		$ 96,370
R000025865	707 N BAIRD ST	BLK: 014, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 14,000
R000025871	703 N BAIRD ST	BLK 014, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 49,250
R000025870	705 N BAIRD ST	BLK: 014, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 57,370
R000041040	810 N LORAINE ST	BLK: 002, LOT: 014, ADDN: RICHARDSON ABILENE	0.158	ONTIVEROS SEVERIANA		$ 74,160
R000109944	707 N WEATHERFORD ST	BLK: 015, LOT: 003, ADDN: HOMESTEAD SEC 3	0.172	OUDEMS LATOYA DENISE		$ 187,250
R000025950	601 N DALLAS ST	BLK: 023, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	PACHECO SANDRA C		$ 182,290

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035131		BLK: 027, LOTS: 023 & 24, ADDN: ORIGINAL TOWN	0.161	PACHUCO LLC		$ 31,000
R000035130	316 N BIG SPRING ST	BLK: 027, LOT: 022, ADDN: ORIGINAL TOWN	0.08	PACHUCO LLC		$ 93,980
R000035216	401 E TEXAS AV	BLK: 041, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	PATEL MOHANBHAI BALUBHAI ET AL		$ 115,548
R000034967	503 N MINEOLA ST	BLK: 003, LOT: 4(AKA N/3 OF SE/4), ADDN: ORIGINAL TOWN	0.161	PATILLO ARTHUR ETAL		$ 14,000
R000035119	308 N COLORADO ST	BLK: 026, LOT: 008 N/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.402	PEGASUS BUILDING MNGT LLC		$ 668,150
R000109951	706 N BAIRD ST	BLK: 015, LOT: 010, ADDN: HOMESTEAD SEC 3	0.172	PEREZ NOEMI N		$ 157,940
R000051902	208 S A ST	BLK: 032, LOT: S 59.5 OF E/2, ADDN: WEST END	0.191	PERMIAN BASIN OFFICE PRODUCTS INC		$ 239,800
R000035186	203 N MAIN ST	BLK: 037, LOT: 005, ADDN: ORIGINAL TOWN	0.161	PERMIAN BASIN PUBLIC TELECOM INC	E	$ -
R000035346	617 W TEXAS AV	BLK: 059, LOT: 010 N.10 OF E.86, ADDN: ORIGINAL TOWN, & E 86 OF 11 & 12	0.217	PERMIAN COURT REPORTERS INC		$ 45,530
R000035338	605 W TEXAS AV	BLK: 059, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	PERMIAN COURT REPORTERS INC		$ 64,140
R000035135	306 N MARIENFELD ST	BLK: 028, LOT: 010 S/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035136	306 N MARIENFELD ST	BLK: 028, LOT: 010 N/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035137	308 N MARIENFELD ST	BLK: 028, LOT: 011, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 19,730
R000035138	310 N MARIENFELD ST	BLK: 028, LOT: 012, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 75,890
R000035132	311 N BIG SPRING ST	BLK: 028, LOTS: 001 & 2 & N/2 OF 3, ADDN: ORIGINAL TOWN	0.402	PERMIAN RESOURCES CORPORATION LLC		$ 1,612,420
R000035134	300 N MARIENFELD ST	BLK: 028, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	PERMIAN RESOURCES CORPORATION LLC		$ 19,948,339
R000035364	510 W MISSOURI AV	BLK: 062, LOT: 007 & S.20 OF 8, ADDN: ORIGINAL TOWN	0.225	PETROLEUM CLUB OF MIDLAND		$ 37,360
R000035365	107 S PECOS ST	BLK: 062, LOT: 008 N.30 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.418	PETROLEUM CLUB OF MIDLAND		$ 113,750
R000035362	501 W WALL ST	BLK: 062, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND		$ 1,458,980
R000035363	106 S MARIENFELD ST	BLK: 062, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND INC		$ 250,430
R000058240	507 N DALLAS ST	BLK: 001, LOT: 003, ADDN: OLD PUBELO PARK	0.115	PINA LAURA		$ 175,960
R000035348	702 W WALL ST	BLK: 060, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.275	POPS STATION LLC		$ 126,600
R000203138	507 N FORT WORTH ST	BLK: 002, LOT: 003, ADDN: OLD PUEBLO PARK, SEC 2	0.161	PRIETO PEDRO		$ 187,300
R000017755	805 N BIG SPRING ST	BLK: 018, LOT: 003, ADDN: ELMWOOD SEC 2	0.402	PROSPERITY BANK		$ 136,690
R000026103	405 N COLORADO ST	BLK: 045, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 14,000
R000026099	407 N COLORADO ST	BLK: 045, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 43,800
R000026102	406 N BIG SPRING ST	BLK: 045, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 1,478,796
R000035278	105 N FORT WORTH ST	BLK: 051, LOTS: 006 THRU 9, ADDN: ORIGINAL TOWN	0.321	QUADRIGA INVESTMENTS INC		$ 121,990
R000025812	809 N WEATHERFORD ST	BLK: 008, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	QUAIN JACK ROBERT		$ 77,570
R000058242	503 N DALLAS ST	BLK: 001, LOT: 005, ADDN: OLD PUEBLO PARK	0.115	QUEZADA DAVID		$ 180,550
R000025831	810 N MAIN ST	BLK: 009, LOT: 12(N50 OF NW/4), ADDN: HOMESTEAD	0.161	RAMOS MARK		$ 14,000
R000203973	508 N DALLAS ST	BLK: 003, LOT: 004, ADDN: OLD PUEBLO PARK SEC 3	0.103	RAY ELLA L		$ 141,170
R000026035	709 W LOUISIANA AV	BLK: 033, LOT: N 150 FT OF W/2, ADDN: HOMESTEAD	0.482	REESE DEBBIE P		$ 495,690
R000051771	102 N C ST	BLK: 013, LOTS: 7(N47)& 8(NW47X23), ADDN: WEST END	0.079	REFLECTION MINISTRIES OF TEXAS INC		$ 50,610
R000035169		BLK: 036 EAST-WEST &,NORTH-SOUTH ALLEYS,ADDN: ORIGINAL TOWN	0.207	RENAISSANCE WEST JOINT		$ 25,310
R000220096	0 E KENTUCKY AV	BLK: 110, LOT 01A, ADDN: ORIGINAL TOWN, SEC: 19	2.038	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000034973	510 N TERRELL ST	BLK: 003, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS		$ 101,770
R000034972	508 N TERRELL ST	BLK: 003, S.50 OF N 100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS ETAL		$ 70,610
R000025808	806 N WEATHERFORD ST	BLK:007, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	REYES MATILDE		$ 157,900
R000034971	506 N TERRELL ST	BLK: 003, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES MATILDE ETAL		$ 90,480
R000025936	607 N TERRELL ST	BLK: 022, LOT: 003, ADDN: HOMESTEAD	0.161	REYES MIQUELA		$ 98,510
R000109943	709 N WEATHERFORD ST	BLK: 015, LOT: 002, ADDN: HOMESTEAD SEC 3	0.172	REYES RAUL B		$ 165,000
R000041039	808 N LORAINE ST	BLK: 002, LOT: 013, ADDN: RICHARDSON ABILENE	0.142	REYES RITO RICARDO		$ 139,050
R000035125	315 N COLORADO ST	BLK: 027, LOT: 005, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 68,650
R000035124	317 N COLORADO ST	BLK: 027, LOT: 004, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 96,120
R000035126	313 N COLORADO ST	BLK: 027, LOT: 006, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 100,720
R000035562	0 S BIG SPRING ST	BLK: 093, LOT: 006, ADDN: ORIGINAL TOWN	0.126	RIMT PROPERTY LP		$ 26,650
R000035560	0 S BIG SPRING ST	BLK: 093, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	RIMT PROPERTY LP		$ 28,880

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R000035563	0 S MARIENFELD ST	BLK: 093, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	RIMT PROPERTY LP		$ 39,380
R000035561	0 S BIG SPRING ST	BLK: 093, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.253	RIMT PROPERTY LP		$ 52,940
R000035564	405 W INDIANA AV	BLK: 093, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	RIMT PROPERTY LP		$ 57,750
R000035559	0 S BIG SPRING ST	BLK: 093, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.379	RIMT PROPERTY LP		$ 79,410
R000035121	312 N COLORADO ST	BLK: 026, LOT: 012, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 19,690
R000035123	319 N COLORADO ST	BLK: 027, LOTS: 002 & 3, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 176,430
R000026091	0 W MICHIGAN AV	BLK: 041, N.60 OF W/2, ADDN: HOMESTEAD	0.193	RNCS PROPERTY AND SERVICES LLC		$ 44,260
R000216335	505 N LORAINE ST	BLK: 041, LOT: 001 , ADDN: HOMESTEAD, 13TH	0.321	RNCS PROPERTY AND SERVICES LLC		$ 1,016,120
R000026064	507 N MARIENFELD ST	BLK: 038, NE/4, ADDN: HOMESTEAD	0.482	ROBINSON BUILDING LLC		$ 2,881,081
R000034980	501 E TENNESSEE AV	BLK: 004, W.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 10,500
R000034981	505 E TENNESSEE AV	BLK: 004, E.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 77,890
R000035196	209 N WEATHERFORD ST	BLK: 039, LOT: 001 & 2, ADDN: ORIGINAL TOWN	0.321	ROCK HOUSE RESIDENTIAL PROP LTD		$ 39,380
R000035214	300 E ILLINOIS AV	BLK: 040, LOT: 012 W 85, ADDN: ORIGINAL TOWN	0.098	RODEA MARTIN T		$ 45,790
R000041052	803 N MAIN ST	Lot: 002, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 002, ADDN: ATRIUM	0.149	RODRIGUEZ ANDREA E		$ 150,060
R000032394	409 N LEE ST	BLK: 006, LOT: 002, ADDN: MOODY	0.161	RODRIGUEZ CATARINA NICOLE		$ 236,700
R000035072	311 N MINEOLA ST	BLK: 019, LOT: 001, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 29,910
R000035073	309 N MINEOLA ST	BLK: 019, LOT: 002, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 191,880
R000035029	401 N DALLAS ST	BLK: 012, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE EST		$ 49,300
R000025832	709 N BIG SPRING ST	BLK: 010, LOT: NE/4, ADDN: HOMESTEAD	0.482	ROSE HOLDINGS LTD		$ 203,910
R000051787	808 W MISSOURI AV	BLK: 015, LOT: 008, ADDN: WEST END	0.161	ROYS NANCY		$ 111,180
R000051892	908 W INDIANA AV	BLK: 031, LOTS: 007 & 8, ADDN: WEST END	0.321	RSVS LLC		$ 218,800
R000026046	600 N A ST	BLK: 034, LOT: 005 & W/2 OF LOT 6, ADDN: HOMESTEAD	0.186	RUBIO JONATHAN J		$ 79,870
R000035026	411 N DALLAS ST	BLK: 012, LOT: 001 E/2, ADDN: ORIGINAL TOWN	0.241	RUIZ PEDRO		$ 21,000
R000035050	406 N TERRELL ST	BLK: 014, LOT: 004 SOUTH PART &, ADDN: ORIGINAL TOWN, NW/CORNER LOT 3	0.166	RUIZ RAFAEL E		$ 49,230
R000035051	410 N TERRELL ST	BLK: 014, LOT: 004 NORTH PART, ADDN: ORIGINAL TOWN	0.132	RUIZ RAFAEL E		$ 66,810
R000035032	408 N FORT WORTH ST	BLK: 012, S.50 OF N.100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	RUTLEDGE MELYSSA		$ 100,850
R000026098	409 N COLORADO ST	BLK: 045, S/2 OF NE/4 LESS S.50, ADDN: HOMESTEAD	0.08	S B W CORPORATION		$ 7,880
R000026100	411 N COLORADO ST	BLK: 045, N/2 OF NE/4, ADDN: HOMESTEAD	0.241	S B W CORPORATION		$ 23,750
R000203137	509 N FORT WORTH ST	BLK: 002, LOT: 002, ADDN: OLD PUEBLO PARK, SEC 2	0.161	SAENZ JESSICA MADRID		$ 187,300
R000058249	510 N FORT WORTH ST	BLK: 001, LOT: 012, ADDN: OLD PUEBLO PARK	0.112	SAENZ LEROY		$ 186,740
R000203974	506 N DALLAS ST	BLK: 003, LOT: 005, ADDN: OLD PUEBLO PARK SEC 3	0.103	SAIZ ERNESTO		$ 142,090
R000203970	514 N DALLAS ST	BLK: 003, LOT: 001, ADDN: OLD PUEBLO PARK SEC 3	0.13	SALCIDO FRANCISCO		$ 230,240
R000034989	501 N FORT WORTH ST	BLK: 06, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 14,000
R000034988	503 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 60,910
R000032402	406 N LAMESA RD	BLK: 006, LOT: 010, ADDN: MOODY	0.161	SANCHEZ JUAN		$ 14,000
R000032401	404 N LAMESA RD	BLK: 006, LOT: 009 LESS 350, ADDN: MOODY	0.153	SANCHEZ JUAN		$ 50,840
R000032400	402 N LAMESA RD	BLK: 006, LOT: 008 LESS 644, ADDN: MOODY	0.146	SANCHEZ JUAN J		$ 12,710
R000052056	710 W WASHINGTON AV	BLK: 051, LOTS: 5 THRU 7, ADDN: WEST END	0.513	SANCHEZ OSCAR O		$ 203,000
R000041033	913 N MAIN ST	BLK: 002, LOT: 005, ADDN: RICHARDSON ABILENE	0.158	SANCHEZ VELASCO MIGUEL A		$ 252,560
R000025946	603 N DALLAS ST	BLK: 023, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	SANDATE OSCAR MENCHACA		$ 215,950
R000035208	317 E TEXAS AV	BLK: 040, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	SCHMID 5 HOLDINGS LLC		$ 124,820
R000051784	0 W WALL ST	BLK: 015, LOT: 003 W.20 & ALL OF, ADDN: WEST END, LOT 4	0.225	SCYTHIAN LTD		$ 71,050
R000051785	0 W WALL ST	BLK: 015, LOTS: 005 & 6, ADDN: WEST END	0.321	SCYTHIAN LTD		$ 103,780
R000051783	801 W WALL ST	BLK: 015, LOTS: 001 & 2 & E.30 OF, ADDN: WEST END, LOT 3	0.418	SCYTHIAN LTD		$ 194,850
R000035659	401 S MARIENFELD ST	BLK: 109, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 6	1.408	SHH ENTERPRISES LLC		$ 2,047,190
R000051772	902 W WALL ST	BLK: 013, LOT: 013, ADDN: WEST END SEC 9	0.153	SHULL HAROLD		$ 77,240
R000026117	509 W TENNESSEE AV	BLK: 047, E.48 OF W.94 OF, ADDN: HOMESTEAD, N.100 OF NW/4	0.11	SIGNAL MARIENFELD LLC		$ 9,600
R000026116	0 W TENNESSEE AV	BLK: 047, W.46 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.106	SIGNAL MARIENFELD LLC		$ 24,900
R000035008	401 N WEATHERFORD ST	BLK: 010, LOT: 002, ADDN: ORIGINAL TOWN	0.482	SIGNAL WEATHERFORD LLC		$ 139,740
R000035552	310 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 S/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 53,510

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035551	306 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 N/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 94,740
R000215329	400 S PECOS ST	BLK: 111, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 13	0.449	SIMS LARRY D		$ 218,700
R000025984	604 N BIG SPRING ST	BLK: 029, S.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 17,200
R000025982	0 N BIG SPRING ST	BLK: 029, N.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 234,490
R000025968	608 N MAIN ST	BLK:026, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	SIX O EIGHT N MAIN		$ 1,078,297
R000025863	711 N BAIRD ST	BLK: 014, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNIE D		$ 14,000
R000025864	709 N BAIRD ST	BLK: 014, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNY D		$ 14,000
R000051790	106 S A ST	BLK: 015, LOTS: 010 THRU 12 N.65, ADDN: WEST END	0.224	SOSA ONE LLC		$ 145,280
R000035351	103 S A ST	BLK: 060 1/2, LOTS: 002;3 & 4, ADDN: ORIGINAL TOWN	0.218	SOSA ONE LLC		$ 160,550
R000051895	204 S B ST	BLK: 031, LOT: N 97.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.224	SOUTH JK LLC		$ 155,050
R000035539	0 N MARIENFELD ST	BLK: 089, LOT: 004, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035538	0 N MARIENFELD ST	BLK: 089, LOT: 003, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035537	0 N MARIENFELD ST	BLK: 089, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	SOUTHWESTERN BELL TELEPHONE CO		$ 39,380
R000026119	507 W TENNESSEE AV	BLK: 047, E.46 OF N.100 OF, ADDN: HOMESTEAD	0.106	SPENCER GREGORY S		$ 215,490
R000035105	301 E ILLINOIS AV	BLK: 022, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	STACKING STONES LLC		$ 143,740
R000051792	908 W MISSOURI AV	BLK: 016, LOTS: 007 & 8 S/2, ADDN: WEST END	0.161	STAGG 901 LTD		$ 50,750
R000051793		BLK: 016, LOTS: 007 & 8 N/2 & ALL, ADDN: WEST END, OF LOTS 9 THRU 12	0.803	STAGG 901 LTD		$ 253,750
R000051791	901 W WALL ST	BLK: 016, LOTS: 001 THRU 6, ADDN: WEST END	0.964	STAGG 901 LTD		$ 6,406,495
R000035375	201 W WALL ST	BLK: 065, LOTS: 001 & 2 & E.23.5, ADDN: ORIGINAL TOWN, OF LOT 3	0.219	STAGG INVESTMENT III LTD		$ 7,486,443
R000035376	203 W WALL ST	BLK: 065, LOTS: 3(W1.5); 4-6 &, ADDN: ORIGINAL TOWN, LOT 7(E24.25)	0.301	STAGG INVESTMENT III LTD		$ 11,988,486
R000025804	805 N FORT WORTH ST	BLK: 007, N.50 OF S.125 OF N.250, ADDN: HOMESTEAD, OF E/2	0.161	STATHAKOS NIKCOAL		$ 93,500
R000058247	506 N FORT WORTH ST	BLK: 001, LOT: 010, ADDN: OLD PUEBLO PARK	0.115	STENSON JACE		$ 175,720
R000035554	302 S MARIENFELD ST	BLK: 092, LOTS: 002 THRU 4, ADDN: ORIGINAL TOWN	0.482	STROOPE BEVERLY MAXCINE		$ 244,920
R000025955	606 N WEATHERFORD ST	BLK: 024, NW/4, ADDN: HOMESTEAD	0.482	SWEET COMMERCIAL PROPERTIES LLC		$ 565,900
R000025975	600 N LORAINE ST	BLK: 027, S.200 OF W/2, ADDN: HOMESTEAD	0.643	T J J C K LLC		$ 410,490
R000025855	700 N BIG SPRING ST	BLK: 011, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	TAING HANG KHEANG		$ 135,940
R000035155	500 W TEXAS AV	BLKS: 032 & 33, ALL, ADDN: ORIGINAL TOWN	4.684	TALL CITY TOWERS LLC		$ 95,808,384
R000025935	609 N TERRELL ST	BLK: 022, LOT: 002, ADDN: HOMESTEAD, (AKA S.50 N.100 OF E/2)	0.161	TARANGO SAMUEL EST		$ 46,870
R000025827	804 N MAIN ST	BLK: 009, LOT: 009, ADDN: HOMESTEAD	0.161	TEAL JUDY A		$ 151,290
R000035339	601 W TEXAS AV	BLK: 059, LOTS: 001 & 2 E.90, ADDN: ORIGINAL TOWN	0.207	TEJAS AVENUE LLC		$ 416,370
R000035015	411 N FORT WORTH ST	BLK: 011, N.95 OF NE/4 LESS W 50, ADDN: ORIGINAL TOWN	0.196	TENNON HATTIE		$ 72,900
R000035016	306 E TENNESSEE AV	BLK: 011, W.50 OF N.95 OF NE/4, ADDN: ORIGINAL TOWN	0.109	TENNON HATTIE		$ 81,590
R000035108	308 N WEATHERFORD ST	BLK: 022, LOT: 011 S.25, ADDN: ORIGINAL TOWN	0.08	TEXAS ARMS OF LOVE INC	E	$ -
R000035106	304 N WEATHERFORD ST	BLK: 022, LOT: 009, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035109	310 N WEATHERFORD ST	BLK: 022, LOTS: 11(N25) & 12(S5), ADDN: ORIGINAL TOWN	0.096	TEXAS ARMS OF LOVE INC	E	$ -
R000035107	306 N WEATHERFORD ST	BLK: 022, LOT: 010, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035217	204 N FORT WORTH ST	BLK: 041, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	TEXAS ARMS OF LOVE INC		$ 35,000
R000035070	711 E FRONT ST	BLK: 018, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.62	TEXAS BROTHERS LLC		$ 156,190
R000035071	703 E FRONT ST	BLK: 018, LOTS: 005 THRU 10, ADDN: ORIGINAL TOWN	0.912	TEXAS BROTHERS LLC		$ 637,670
R000035149	0 N CARRIZO ST	BLK: 031, LOT: 002, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000035148	211 N CARRIZO ST	BLK: 031, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000051904	808 W INDIANA AV	BLK: 032, LOT: 5 & 6 S.160.1 OF W/2, ADDN: WEST END	0.515	TEXLAND 1031 HOLDINGS LLC		$ 634,880
R000035014	412 N BAIRD ST	BLK: 010, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	THB BRENTWAY LLC		$ 36,750
R000035546	300 S PECOS ST	BLK: 091, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	THB BRENTWAY LLC		$ 77,830
R000035283	108 N WEATHERFORD ST	BLK: 051, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.161	THE OLD WAREHOUSE LLC		$ 57,730
R000035028	403 N DALLAS ST	BLK: 012, N.100 OF SE/4, ADDN: ORIGINAL TOWN	0.321	THRIFTY STORAGE INC		$ 116,090
R000225624	0 E ILLINOIS AV	BLK: 023, LOT: 013, ADDN: ORIGINAL TOWN SEC 24	0.97	THRIVING UNITED INC		$ 479,040
R000035111	201 E ILLINOIS AV	BLK: 023, LOTS: 7-12, ADDN: ORIGINAL TOWN	1.01	THRIVING UNITED INC		$ 1,692,380
R000035182	219 N MAIN ST	BLK: 037, LOT: 002 N/2, ADDN: ORIGINAL TOWN	0.08	THUNDERBOLT PETROLEUM COMPANY LLC		$ 118,140
R000058245	502 N FORT WORTH ST	BLK: 001, LOT: 008, ADDN: OLD PUEBLO PARK	0.115	TIJERINA ROSA LINDA		$ 177,630

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035118	218 W ILLINOIS AV	BLK: 026, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	TIN KEY 218 LLC		$ 393,560
R000035191	206 N MAIN ST	BLK: 038, LOT: 008 N/2 & S.9 OF 9, ADDN: ORIGINAL TOWN	0.109	TITLE TECHNOLOGIES INC		$ 279,640
R000032393	411 N LEE ST	BLK: 006, LOT: 001, ADDN: MOODY	0.161	TORRES GILBERTO ANTONIO		$ 242,520
R000034974	500 N TERRELL ST	BLK: 003, S.75 OF SW/4, ADDN: ORIGINAL TOWN	0.241	TOVAR EMILIO &		$ 81,110
R000035553	300 S MARIENFELD ST	BLK: 092, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TRINITY RHEMA INTERNATIONAL CHURCH		$ 36,750
R000035157	400 W TEXAS AV	BLK: 034, LOTS: 004 & N/2 OF 005, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 279,243
R000203779	400 W TEXAS AV	BLK: 034, LTS:005(S/2) & ALL OF 006, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 7,507,459
R000034990	500 N WEATHERFORD ST	BLK 006, .50 OF SW/4, ADDN: ORIGINAL TOWN	0.161	TYLER REAL ESTATE LLC		$ 14,000
R000026080	501 N COLORADO ST	BLK: 040, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	TYNER REAL ESTATE LLC		$ 64,450
R000035289	0 N WEATHERFORD ST	BLK: 052, LOT: 008, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035287	0 N WEATHERFORD ST	BLK: 052, LOT: 004, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035286	0 N WEATHERFORD ST	BLK: 052, LOT: 003, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035292	0 N BAIRD ST	BLK: 052, LOTS: 017 & 18, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035285	0 N WEATHERFORD ST	BLK: 052, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035288	0 N WEATHERFORD ST	BLK: 052, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.241	UNITED STATES OF	E	$ -
R000035291	0 N BAIRD ST	BLK: 052, LOTS: 013 THRU 16, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035290	0 N WEATHERFORD ST	BLK: 052, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035293	0 N BAIRD ST	BLK: 052, LOTS: 019 THRU 24, ADDN: ORIGINAL TOWN	0.482	UNITED STATES OF	E	$ -
R000035386	100 E WALL ST	BLKS: 67;68;, 69 & 84, ADDN: ORIGINAL TOWN	5.125	UNITED STATES OF	E	$ -
R000025948	607 N DALLAS ST	BLK: 023, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	URBINA JOSUE &		$ 188,140
R000035037	403 N TERRELL ST	BLK: 013, M.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTHURO		$ 30,280
R000035036	401 N TERRELL ST	BLK: 013, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTURO		$ 24,140
R000035054	405 N MARSHALL ST	BLK: 015, N.50 SE/4 (AKA 2A), ADDN: ORIGINAL TOWN, & S.50 NE/4 (AKA 1C)	0.321	VALLIN OSCAR		$ 28,000
R000035053	409 N MARSHALL ST	BLK: 015, M.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1B)	0.161	VALLIN OSCAR M		$ 14,000
R000035052	411 N MARSHALL ST	BLK: 015, N.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1A)	0.161	VALLIN OSCAR M		$ 14,000
R000035129	312 N BIG SPRING ST	BLK: 027, LOTS: 019 THRU 21, ADDN: ORIGINAL TOWN	0.241	VANDERGRIFF BUILDING MANAGEMENT LLC		$ 326,020
R000034964	509 N MINEOLA ST	BLK: 003, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VARELA JUAN V &		$ 79,910
R000035042	406 N DALLAS ST	BLK: 013, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	VARELA MARCO		$ 60,180
R000025882	710 N WEATHERFORD ST	BLK: 016, N.100 OF W/2, ADDN: HOMESTEAD	0.321	VASQUEZ MARIO		$ 238,910
R000025941	604 N DALLAS ST	BLK: 022, LOT: 008, ADDN: HOMESTEAD	0.161	VEGA RICARDO		$ 186,580
R000035084	305 N TERRELL ST	BLK: 020, LOT: 004, ADDN: ORIGINAL TOWN	0.161	VELA JOE		$ 15,730
R000035218	508 E ILLINOIS AV	BLK: 042, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VELOZ GEORGE MANAGEMENT LP		$ 134,700
R000034977	507 N TERRELL ST	BLK: 004, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.161	VERASTEGUI FRANCISCO JAVIER		$ 14,000
R000041047	922 N LORAINE ST	BLK: 002, LOT: 021, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 13,800
R000041048	924 N LORAINE ST	BLK: 002, LOT: 022, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 63,080
R000025820	807 N BAIRD ST	BLK: 009, LOT: 002 S/2 & ALL OF 3, ADDN: HOMESTEAD	0.241	WALKER THEDIS		$ 50,500
R000035349	703 W WALL ST	BLK: 060 1/2, LOT: 001 & N.30 OF LOT, ADDN: ORIGINAL TOWN, 2 & 10X80 OF CARRIZO ST	0.127	WALL ST COCINA LLC		$ 121,150
R000035356	606 W MISSOURI AV	BLK: 061, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	WALL ST JOINT VENTURE		$ 333,470
R000035385	117 W WALL ST	BLK: 066, LOTS: 013 THRU 24, ADDN: ORIGINAL TOWN	0.964	WALL STREET		$ 13,760,378
R000035359	106 S CARRIZO ST	BLK: 061, LOT: 009, ADDN: ORIGINAL TOWN	0.161	WALL STREET JOINT		$ 28,620
R000226416	621 W WALL ST	BLK: 061, LOTS: 013, ADDN: ORIGINAL TOWN	0.345	WALL STREET JOINT		$ 204,450
R000026047	712 W MICHIGAN AV	BLK: 034, LOT: 006 E/2 & ALL OF 7, ADDN: HOMESTEAD	0.382	WALTON TRENT A		$ 650,850
R000026133	0 W TENNESSEE AV	BLK: 049, (40 X 65) ABANDONED ST, ADDN: HOMESTEAD	0.06	WE INCORPORATED	E	$ -
R000026123	0 N CARRIZO ST	BLK: 049, 40 X 85 ADJACENT TO SW/4, ADDN: HOMESTEAD	0.078	WE INCORPORATED	E	$ -
R000026131	404 SAN ANGELO ST	BLK: 049, N.65 OF W/2 OF SW/4, ADDN: HOMESTEAD	0.104	WE INCORPORATED	E	$ -
R000026135	712 W OHIO AV	BLK: 049, LOT: S/2 OF BLK 49 1/2, ADDN: HOMESTEAD, & 40 X150 ABANDONED ST	0.237	WE INCORPORATED	E	$ -
R000026129	706 W OHIO AV	BLK: 049, E.70 OF SW/4, ADDN: HOMESTEAD	0.241	WE INCORPORATED	E	$ -
R000041041	812 N LORAINE ST	BLK: 002, LOT: 015, ADDN: RICHARDSON ABILENE	0.158	WHITE MARIA		$ 54,430
R000025856	711 N LORAINE ST	BLK: 012, N.91 OF NE/4, ADDN: HOMESTEAD	0.292	WHITE STAR ENERGY INC		$ 25,480
R000035372	415 W WALL ST	BLK: 063, LOTS: 010;11&W.105 OF 12, ADDN: ORIGINAL TOWN	0.402	WILCO BUILDING PARTNER		$ 19,187,708

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000109953	710 N BAIRD ST	BLK: 015, LOT: 012, ADDN: HOMESTEAD SEC 3	0.172	WILEY JOE W		$ 155,360
R000058241	505 N DALLAS ST	BLK: 001, LOT: 004, ADDN: OLD PUEBLO PARK	0.115	WILLIAMS DEBRA B		$ 192,550
R000026101	412 N BIG SPRING ST	BLK: 045, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	WRANGLER MITX 130311 PORTFOLIO OWNER LLC		$ 155,060
R000214218	610 N BIG SPRING ST	BLK:029, LT 05A, ADDN: HOMESTEAD, SEC 10	0.349	WSE REALTY LLC		$ 791,780
R000219719	706 N COLORADO ST	BLK: 012, LOT: 01A, ADDN: HOMESTEAD SEC 17	0.722	WSE REALTY LLC		$ 1,977,920
R000035195	216 N MAIN ST	BLK: 038, LOT: 012 S/2, ADDN: ORIGINAL TOWN	0.08	WSJV LLC		$ 165,620
R000017990	907 WHITAKER ST	BLK: 006, LOT: 013, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017991	909 WHITAKER ST	BLK: 006, LOT: 014, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017992	0 WHITAKER ST	BLK: 006, LOT: 015, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017993	1005 WHITAKER ST	BLK: 006, LOT: 016, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017994	1007 WHITAKER ST	BLK: 006, LOT: 017, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017995	1009 WHITAKER ST	BLK: 006, LOT: 018, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017948	802 WHITAKER ST	BLK: 001, LOT: 003 4 & 5 W 50, ADDN: ESTES	0.172	Y M C A	E	$ -
R000226306	800 N BIG SPRING ST	BLK: 019, LOT: 002A, ADDN: ELMWOOD SEC 3	7.47	Y M C A	E	$ -
R000035377	211 W WALL ST	BLK: 065, LOT: 008, +9 IN ALL OF L OF 007 & 009, ADDN: ORIGINAL TOWN	0.079	YEI ACQUISITION LLC		$ 176,560
R000041051	805 N MAIN ST	Lot: 001, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 001, ADDN: ATRIUM	0.149	YHARTE BELINDA		$ 152,120
R000025951	605 N DALLAS ST	BLK: 023, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	YOUNG ANDRE		$ 183,950
R000017952	807 N LORAINE ST	BLK: 001, LOT: 004 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017953	0 LORAINE ST	BLK: 001, LOT: 005 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017996	1011 WHITAKER ST	BLK: 006, LOT: 019, ADDN: ESTES	0.143	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017997	1013 WHITAKER ST	BLK: 006, LOT: 020 & STRIP 15, ADDN: ESTES, WIDE N OF LOT 20	0.187	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017955	808 WHITAKER ST	BLK: 001, LOT: 006 & 7 W/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017971	1017 WHITAKER ST	BLK: 005, LOT: 1A, ADDN: SPW ESTES, SEC 2	0.445	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017954	811 N LORAINE ST	BLK: 001, LOT: 006 & 7 E/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTION ASSO	E	$ -
R000035081	311 N TERRELL ST	BLK: 020, LOT: 001, ADDN: ORIGINAL TOWN	0.161	ZARATE ERBY		$ 98,560
R000025926	602 N TERRELL ST	BLK: 021,M.50 OF SW/4, ADDN: HOMESTEAD	0.161	ZARATE SANDY ETAL		$ 45,220
R000041053	801 N MAIN ST	Lot: 003, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 003, ADDN: ATRIUM	0.178	ZUBIA LINDA HINOJOS		$ 182,620
R000025823	800 N MAIN ST	BLK: 009, LOT: 007, ADDN: HOMESTEAD	0.161	ZUBIA RICARDO		$ 155,190

Tax Increment Reinvestment Zone #2
City of Midland, Texas

Table of Contents

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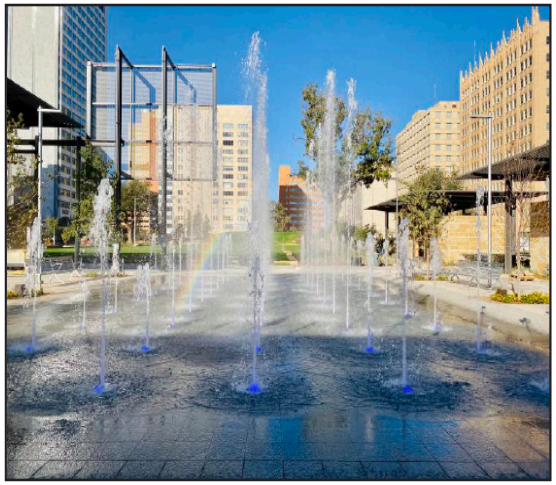
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

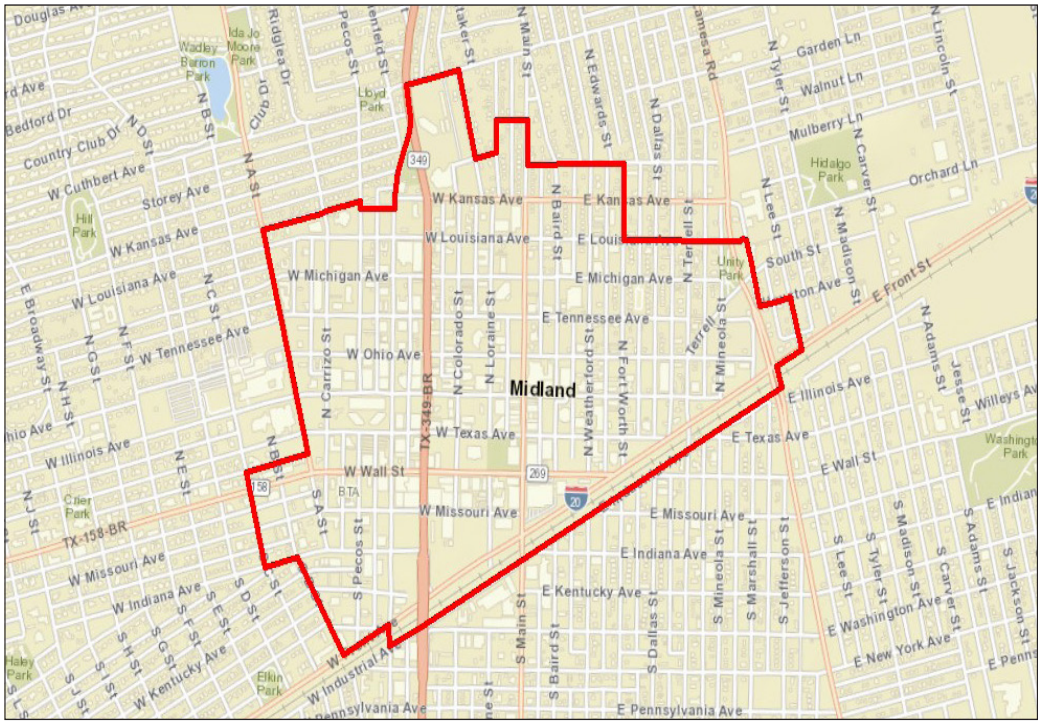
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2023, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, approved an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This project and financing plan outlines the funding of $124,100,332 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right of way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then

East along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then

East along the northern boundary of said alley, to the western right-of way line of "A" St., then

North along the western right of way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then

East along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then

East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then

South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then

East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then

North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then

East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then

South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then

East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then

North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then

East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then

South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then

East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then

South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then

East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then

South along the eastern boundary of said alley to the southern right of way line of South St., then

West along said line to the SE corner of South St. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then

East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then

South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then

West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and "B" St., then

North along the western right of way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then

West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is $534,738,217, for the City of Midland, as provided by the Midland Central Appraisal District. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year-ending April in this market with less than 28,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices were up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 10 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TIRZ during the term of the TIRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Plasencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland-Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by City leadership, DPED projects that hotel projects will be developed during the term of the TIRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #2				
Hotel	2025	80	$ 125,000	$ 10,000,000
Hotel	2026	135	$ 125,000	$ 16,875,000
Multifamily	2027	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	$ 90,000	$ 4,500,000
Retail	2028	2,500	$ 500	$ 1,250,000
Multifamily	2029	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	$ 90,000	$ 4,500,000
Retail	2030	2,500	$ 500	$ 1,250,000
Total				

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2		
Public Utilities	**$ 17,374,046**	**14.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 31,025,083**	**25.0%**
Street and Intersection Improvements	**$ 12,410,033**	**10.0%**
Pedestrian Enhancements	**$ 18,615,050**	**15.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 12,410,033**	**10.0%**
Economic Development Grants	**$ 31,025,083**	**25.0%**
Administrative Costs	**$ 1,241,003**	**1.0%**
Total	$ 124,100,332	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $124,100,332 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone.

Subject to separate interlocal agreement, Midland County may contribute 100% of the real property increment within the Zone, not to exceed $24,283,821 over the term of the Zone.

Subject to separate interlocal agreement, Midland Hospital may contribute 100% of the real property increment within the Zone, not to exceed $14,747,782 over the term of the Zone.

Subject to separate interlocal agreement, Midland College may contribute 100% of the real property increment within the Zone, not to exceed $15,613,044 over the term of the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #2	Real Property Tax - 2024 Rates		Participation	
	City of Midland	0.35066200	100%	0.3506620
	Midland County	0.13157900	100%	0.1315790
	Midland Hospital	0.07630500	100%	0.0763050
	Midland College	0.08298000	100%	0.0829800
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.6415260**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.01750000		**0.00000000**

▶ *INPUT*

INFLATION RATE	4%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.13157900	100%	0.1315790
Midland Hospital	0.07630500	100%	0.0763050
Midland College	0.08298000	100%	0.0829800
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.6415260

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.0000000

City of Midland	0.0125000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Hotel	2025	80	$ 125,000.00	$ 10,000,000	$ -	$ -	$ -	$ -
Hotel	2026	135	$ 125,000.00	$ 16,875,000	$ -	$ -	$ -	$ -
Multifamily	2027	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2027	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2028	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
Multifamily	2029	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2029	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2030	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
	TOTAL	5,665		90,875,000		-		2,500,000

▶ *OUTPUT*

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*23.1%*	$ 17,870,916	=	$ 17,870,916	+	$ -	+	$ -
Midland County	*8.7%*	$ 6,705,709	=	$ 6,705,709	+	$ -	+	$ -
Midland Hospital	*5.0%*	$ 3,888,760	=	$ 3,888,760	+	$ -	+	$ -
Midland College	*5.5%*	$ 4,228,940	=	$ 4,228,940	+	$ -	+	$ -
Midland ISD	*57.8%*	$ 44,694,872	=	$ 44,694,872	+	$ -	+	$ -
	100.0%	77,389,197		$ 77,389,197		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*54.7%*	$ 17,870,916	=	$ 17,870,916	+	$ -	+	$ -
Midland County	*20.5%*	$ 6,705,709	=	$ 6,705,709	+	$ -	+	$ -
Midland Hospital	*11.9%*	$ 3,888,760	=	$ 3,888,760	+	$ -	+	$ -
Midland College	*12.9%*	$ 4,228,940	=	$ 4,228,940	+	$ -	+	$ -
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 32,694,324		$ 32,694,324		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	*100.0%*	$ 44,694,872	=	$ 44,694,872	+	$ -	+	$ -
	100.0%	$ 44,694,872		$ 44,694,872		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

Tax Revenue Projections

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
TOTAL TAX REVENUE																															
REAL PROPERTY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Hotel Taxable Value Per Unit	125,000	130,313	135,851	141,624	147,643	153,918	160,460	167,279	174,389	181,800	189,527	197,582	205,979	214,733	223,859	233,373	243,292	253,631	264,411	275,648	287,363	299,576	312,308	325,581	339,419	353,844	368,882	384,560	400,903	417,942	435,704
Cumulative Units	-	-	-	80	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215
Hotel Taxable Value	-	-	-	**11,329,955**	**31,743,348**	**33,092,440**	**34,498,869**	**35,965,071**	**37,493,586**	**39,087,064**	**40,748,264**	**42,480,065**	**44,285,468**	**46,167,600**	**48,129,723**	**50,175,236**	**52,307,684**	**54,530,761**	**56,848,318**	**59,264,371**	**61,783,107**	**64,408,889**	**67,146,267**	**69,999,983**	**72,974,983**	**76,076,419**	**79,309,667**	**82,680,328**	**86,194,242**	**89,857,497**	**93,676,441**
Multifamily Taxable Value Per Unit	150000	156,375	163,021	169,949	177,172	184,702	192,552	200,735	209,267	218,160	227,432	237,098	247,175	257,680	268,631	280,048	291,950	304,358	317,293	330,778	344,836	359,491	374,770	390,698	407,302	424,613	442,659	461,472	481,084	501,530	522,845
Cumulative Units	-	-	-	-	-	175	175	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350
Multifamily Taxable Value	-	-	-	-	-	**32,322,848**	**33,696,570**	**70,257,347**	**73,243,285**	**76,356,124**	**79,601,260**	**82,984,313**	**86,511,146**	**90,187,870**	**94,020,855**	**98,016,741**	**102,182,452**	**106,525,207**	**111,052,528**	**115,772,260**	**120,692,581**	**125,822,016**	**131,169,452**	**136,744,154**	**142,555,780**	**148,614,401**	**154,930,513**	**161,515,060**	**168,379,450**	**175,535,576**	**182,995,838**
Multifamily - Adaptive Reuse Taxable Value Per Unit	90,000	93,825	97,813	101,970	106,303	110,821	115,531	120,441	125,560	130,896	136,459	142,259	148,305	154,608	161,179	168,029	175,170	182,615	190,376	198,467	206,902	215,695	224,862	234,419	244,381	254,768	265,595	276,883	288,650	300,918	313,707
Cumulative Units	-	-	-	-	-	50	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Multifamily Taxable Value	-	-	-	-	-	**5,541,060**	**5,776,555**	**12,044,117**	**12,555,992**	**13,089,621**	**13,645,930**	**14,225,882**	**14,830,482**	**15,460,778**	**16,117,861**	**16,802,870**	**17,516,992**	**18,261,464**	**19,037,576**	**19,846,673**	**20,690,157**	**21,569,488**	**22,486,192**	**23,441,855**	**24,438,134**	**25,476,754**	**26,559,516**	**27,688,296**	**28,865,048**	**30,091,813**	**31,370,715**
Retail Taxable Value Per SF	500	521	543	566	591	616	642	669	698	727	758	790	824	859	895	933	973	1,015	1,058	1,103	1,149	1,198	1,249	1,302	1,358	1,415	1,476	1,538	1,604	1,672	1,743
Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Multifamily Taxable Value	-	-	-	-	-	-	**1,604,599**	**1,672,794**	**3,487,775**	**3,636,006**	**3,790,536**	**3,951,634**	**4,119,578**	**4,294,660**	**4,477,184**	**4,667,464**	**4,865,831**	**5,072,629**	**5,288,216**	**5,512,965**	**5,747,266**	**5,991,525**	**6,246,164**	**6,511,626**	**6,788,370**	**7,076,876**	**7,377,643**	**7,691,193**	**8,018,069**	**8,358,837**	**8,714,088**
Taxable Value	-	-	-	**11,329,955**	**31,743,348**	**70,956,348**	**75,576,592**	**119,939,379**	**126,780,638**	**132,168,815**	**137,785,990**	**143,641,894**	**149,746,675**	**156,110,909**	**162,745,622**	**169,662,311**	**176,872,959**	**184,390,060**	**192,226,638**	**200,396,270**	**208,913,111**	**217,791,918**	**227,048,075**	**236,697,618**	**246,757,267**	**257,244,451**	**268,177,340**	**279,574,877**	**291,456,809**	**303,843,724**	**316,757,082**
PV																															GROSS
City of Midland **6,148,512**	-	-	-	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	**17,870,916**
Midland County **2,307,108**	-	-	-	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	**6,705,709**
Midland Hospital **1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College **1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD **15,377,329**	-	-	-	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	**44,694,872**
Total **26,625,854**	-	-	-	**172,048**	**482,031**	**1,077,491**	**1,147,650**	**1,821,310**	**1,925,197**	**2,007,018**	**2,092,316**	**2,181,240**	**2,273,942**	**2,370,585**	**2,471,335**	**2,576,366**	**2,685,862**	**2,800,011**	**2,919,011**	**3,043,069**	**3,172,400**	**3,307,227**	**3,447,784**	**3,594,315**	**3,747,073**	**3,906,324**	**4,072,343**	**4,245,417**	**4,425,847**	**4,613,946**	**4,810,039**	**77,389,197**
PERSONAL PROPERTY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Taxable Value Per SF																															
Cumulative SF																															
Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																															GROSS
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Sales Per SF	500	521	543	566	591	616	642	669	698	727	758	790	824	859	895	933	973	1,015	1,058	1,103	1,149	1,198	1,249	1,302	1,358	1,415	1,476	1,538	1,604	1,672	1,743
Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Taxable Value	-	-	-	-	-	-	**1,604,599**	**1,672,794**	**3,487,775**	**3,636,006**	**3,790,536**	**3,951,634**	**4,119,578**	**4,294,660**	**4,477,184**	**4,667,464**	**4,865,831**	**5,072,629**	**5,288,216**	**5,512,965**	**5,747,266**	**5,991,525**	**6,246,164**	**6,511,626**	**6,788,370**	**7,076,876**	**7,377,643**	**7,691,193**	**8,018,069**	**8,358,837**	**8,714,088**
City of Midland **1,687,044**	-	-	-	-	-	-	20,057	20,910	43,597	45,450	47,382	49,395	51,495	53,683	55,965	58,343	60,823	63,408	66,103	68,912	71,841	74,894	78,077	81,395	84,855	88,461	92,221	96,140	100,226	104,485	108,926	**1,687,044**
Midland County **674,818**	-	-	-	-	-	-	8,023	8,364	17,439	18,180	18,953	19,758	20,598	21,473	22,386	23,337	24,329	25,363	26,441	27,565	28,736	29,958	31,231	32,558	33,942	35,384	36,888	38,456	40,090	41,794	43,570	**674,818**
PV																															GROSS
Total **777,447**	-	-	-	-	-	-	**28,080**	**29,274**	**61,036**	**63,630**	**66,334**	**69,154**	**72,093**	**75,157**	**78,351**	**81,681**	**85,152**	**88,771**	**92,544**	**96,477**	**100,577**	**104,852**	**109,308**	**113,953**	**118,796**	**123,845**	**129,109**	**134,596**	**140,316**	**146,280**	**152,497**	**2,361,862**
SUMMARY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
PV																															GROSS
City of Midland **6,703,613**	-	-	-	39,730	111,312	248,817	285,076	441,492	488,169	508,916	530,545	553,093	576,599	601,105	626,652	653,285	681,049	709,994	740,168	771,626	804,420	838,608	874,248	911,404	950,139	990,519	1,032,617	1,076,503	1,122,254	1,169,950	1,219,673	**19,557,960**
Midland County **2,529,148**	-	-	-	14,908	41,768	93,364	107,466	166,179	184,256	192,086	200,250	208,761	217,633	226,882	236,525	246,577	257,057	267,982	279,371	291,244	303,622	316,526	329,978	344,002	358,623	373,864	389,753	406,318	423,586	441,589	460,356	**7,380,526**
Midland Hospital **1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College **1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD **15,377,329**	-	-	-	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	**44,694,872**
Total **27,402,996**	-	-	-	**172,048**	**482,031**	**1,077,491**	**1,175,731**	**1,850,584**	**1,986,233**	**2,070,648**	**2,158,650**	**2,250,393**	**2,346,035**	**2,445,741**	**2,549,685**	**2,658,047**	**2,771,014**	**2,888,782**	**3,011,555**	**3,139,546**	**3,272,977**	**3,412,079**	**3,557,092**	**3,708,268**	**3,865,870**	**4,030,169**	**4,201,451**	**4,380,013**	**4,566,164**	**4,760,226**	**4,962,535**	**79,751,658**
PARTICIPATION																															
REAL PROPERTY Taxable Value	-	-	-	11,329,955	31,743,348	70,956,348	75,576,592	119,939,329	126,780,638	132,168,815	137,785,990	143,641,894	149,746,675	156,110,909	162,745,622	169,662,311	176,872,959	184,390,060	192,226,638	200,396,270	208,913,111	217,791,918	227,048,075	236,697,618	246,757,267	257,244,451	268,177,340	279,574,877	291,456,809	303,843,724	316,757,082
PV																															GROSS
City of Midland **6,148,512**	-	-	-	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	**17,870,916**
Midland County **2,307,108**	-	-	-	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	**6,705,709**
Midland Hospital **1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College **1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total **11,248,525**	-	-	-	**72,685**	**203,642**	**455,203**	**484,843**	**769,442**	**813,331**	**847,897**	**883,933**	**921,500**	**960,664**	**1,001,492**	**1,044,055**	**1,088,428**	**1,134,686**	**1,182,910**	**1,233,184**	**1,285,594**	**1,340,232**	**1,397,192**	**1,456,572**	**1,518,477**	**1,583,012**	**1,650,290**	**1,720,427**	**1,793,546**	**1,869,771**	**1,949,236**	**2,032,079**	**32,694,324**
PERSONAL PROPERTY Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																															GROSS
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX Taxable Value	-	-	-	-	-	-	1,604,599	1,672,794	3,487,775	3,636,006	3,790,536	3,951,634	4,119,578	4,294,660	4,477,184	4,667,464	4,865,831	5,072,629	5,288,216	5,512,965	5,747,266	5,991,525	6,246,164	6,511,626	6,788,370	7,076,876	7,377,643	7,691,193	8,018,069	8,358,837	8,714,088
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																																
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																																
PV																															GROSS
City of Midland **6,148,512**	-	-	-	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	**17,870,916**
Midland County **2,307,108**	-	-	-	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	**6,705,709**
Midland Hospital **1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College **1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total **11,248,525**	-	-	-	**72,685**	**203,642**	**455,203**	**484,843**	**769,442**	**813,331**	**847,897**	**883,933**	**921,500**	**960,664**	**1,001,492**	**1,044,055**	**1,088,428**	**1,134,686**	**1,182,910**	**1,233,184**	**1,285,594**	**1,340,232**	**1,397,192**	**1,456,572**	**1,518,477**	**1,583,012**	**1,650,290**	**1,720,427**	**1,793,546**	**1,869,771**	**1,949,236**	**2,032,079**	**32,694,324**
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																															
SUMMARY																															
PV																															GROSS
City of Midland **555,101**	-	-	-	-	-	-	20,057	20,910	43,597	45,450	47,382	49,395	51,495	53,683	55,965	58,343	60,823	63,408	66,103	68,912	71,841	74,894	78,077	81,395	84,855	88,461	92,221	96,140	100,226	104,485	108,926	**1,687,044**
Midland County **222,041**	-	-	-	-	-	-	8,023	8,364	17,439	18,180	18,953	19,758	20,598	21,473	22,386	23,337	24,329	25,363	26,441	27,565	28,736	29,958	31,231	32,558	33,942	35,384	36,888	38,456	40,090	41,794	43,570	**674,818**
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD **15,377,329**	-	-	-	**99,364**	**278,389**	**622,287**	**662,807**	**1,051,868**	**1,111,866**	**1,159,121**	**1,208,383**	**1,259,739**	**1,313,278**	**1,369,093**	**1,427,279**	**1,487,938**	**1,551,176**	**1,617,101**	**1,685,828**	**1,757,475**	**1,832,168**	**1,910,035**	**1,991,212**	**2,075,838**	**2,164,061**	**2,256,034**	**2,351,915**	**2,451,872**	**2,556,076**	**2,664,709**	**2,777,960**	**44,694,872**
Total **16,154,471**	-	-	-	**99,364**	**278,389**	**622,287**	**690,887**	**1,081,142**	**1,172,902**	**1,222,751**	**1,274,718**	**1,328,893**	**1,385,371**	**1,444,249**	**1,505,630**	**1,569,619**	**1,636,328**	**1,705,872**	**1,778,371**	**1,853,952**	**1,932,745**	**2,014,887**	**2,100,519**	**2,189,792**	**2,282,858**	**2,379,879**	**2,481,024**	**2,586,468**	**2,696,392**	**2,810,989**	**2,930,456**	**47,056,734**

DAVID PETTIT Economic Development

HOT Generated

Revenue Year		0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037
Hotel Rooms		0	0	0	80	215	215	215	215	215	215	215	215	215	215	215
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	29,200	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Occupied Rooms		-	-	-	20,440	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
Average Daily Rate		$ -	$ -	$ -	$ 175.00	$ 182.44	$ 190.19	$ 198.27	$ 206.70	$ 215.49	$ 224.64	$ 234.19	$ 244.14	$ 254.52	$ 265.34	$ 276.61
Annual Taxable Revenue		$ -	$ -	$ -	$ 3,577,000	$ 10,021,748	$ 10,447,672	$ 10,891,698	$ 11,354,596	$ 11,837,166	$ 12,340,245	$ 12,864,706	$ 13,411,456	$ 13,981,443	$ 14,575,654	$ 15,195,119
City Tax Rate	7%	$ -	$ -	$ -	$ 250,390	$ 701,522	$ 731,337	$ 762,419	$ 794,822	$ 828,602	$ 863,817	$ 900,529	$ 938,802	$ 978,701	$ 1,020,296	$ 1,063,658
State Tax Rate	6%	$ -	$ -	$ -	$ 214,620	$ 601,305	$ 626,860	$ 653,502	$ 681,276	$ 710,230	$ 740,415	$ 771,882	$ 804,687	$ 838,887	$ 874,539	$ 911,707
		$ -	$ -	$ -	$ 465,010	$ 1,302,827	$ 1,358,197	$ 1,415,921	$ 1,476,097	$ 1,538,832	$ 1,604,232	$ 1,672,412	$ 1,743,489	$ 1,817,588	$ 1,894,835	$ 1,975,366

15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	
215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	
54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	
$ 288.37	$ 300.63	$ 313.40	$ 326.72	$ 340.61	$ 355.08	$ 370.18	$ 385.91	$ 402.31	$ 419.41	$ 437.23	$ 455.81	$ 475.19	$ 495.38	$ 516.44	$ 538.38	
$ 15,840,912	$ 16,514,151	$ 17,216,002	$ 17,947,682	$ 18,710,459	$ 19,505,653	$ 20,334,643	$ 21,198,866	$ 22,099,817	$ 23,039,060	$ 24,018,220	$ 25,038,994	$ 26,103,151	$ 27,212,535	$ 28,369,068	$ 29,574,753	
$ 1,108,864	$ 1,155,991	$ 1,205,120	$ 1,256,338	$ 1,309,732	$ 1,365,396	$ 1,423,425	$ 1,483,921	$ 1,546,987	$ 1,612,734	$ 1,681,275	$ 1,752,730	$ 1,827,221	$ 1,904,877	$ 1,985,835	$ 2,070,233	**$34,525,573**
$ 950,455	$ 990,849	$ 1,032,960	$ 1,076,861	$ 1,122,628	$ 1,170,339	$ 1,220,079	$ 1,271,932	$ 1,325,989	$ 1,382,344	$ 1,441,093	$ 1,502,340	$ 1,566,189	$ 1,632,752	$ 1,702,144	$ 1,774,485	**$29,593,348**
$ 2,059,319	$ 2,146,840	$ 2,238,080	$ 2,333,199	$ 2,432,360	$ 2,535,735	$ 2,643,504	$ 2,755,853	$ 2,872,976	$ 2,995,078	$ 3,122,369	$ 3,255,069	$ 3,393,410	$ 3,537,630	$ 3,687,979	$ 3,844,718	$64,118,921

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 4%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			
City of Midland	0.3506620	100%	0.3506620
Midland County	0.1315790	100%	0.1315790
Midland Hospital	0.0763050	100%	0.0763050
Midland College	0.0829800	100%	0.0829800
Midland ISD	0.2200000	0%	0.0000000 *I&S Only
	0.8615260		0.6415260

BUSINESS PERSONAL PROPERTY TAX			
City of Midland	0.3506620	0%	0.0000000
Midland County	0.1315790	0%	0.0000000
Midland Hospital	0.0763050	0%	0.0000000
Midland College	0.0829800	0%	0.0000000
Midland ISD	0.8770000	0%	0.0000000
	1.5185260		0.0000000

SALES TAX			
City of Midland	0.0125000	0%	0.0000000
Midland County	0.0050000	0%	0.0000000
	483.0175000		0.0175000

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217		
Midland County	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116		
Midland Hospital	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717		
Midland College	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217		
Midland ISD	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217		
TAXABLE VALUE																																	
City of Midland		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	1,023,117,432	1,066,599,923	1,111,930,420	1,159,187,462	1,208,452,930	1,259,812,179	1,313,354,197	1,369,171,750	1,427,361,549	1,488,024,415	1,551,265,453	1,617,194,235	1,685,924,990	1,757,576,802		
Midland County		523,171,351	545,406,133	568,585,894	592,750,795	617,942,703	644,205,268	671,583,992	700,126,312	729,881,680	760,901,651	793,239,972	826,952,670	862,098,159	898,737,331	936,933,667	976,753,348	1,018,265,365	1,061,541,643	1,106,657,163	1,153,690,093	1,202,721,922	1,253,837,603	1,307,125,701	1,362,678,544	1,420,592,382	1,480,967,558	1,543,908,679	1,609,524,798	1,677,929,602	1,749,241,610		
Midland Hospital		525,356,779	547,694,442	570,961,031	595,226,875	620,524,017	646,896,288	674,389,380	703,050,928	732,930,593	764,080,143	796,553,549	830,407,075	865,698,376	902,491,599	940,847,492	980,833,511	1,022,518,935	1,065,975,990	1,111,279,969	1,158,509,368	1,207,746,016	1,259,075,222	1,312,585,918	1,368,370,820	1,426,526,580	1,487,153,960	1,550,358,003	1,616,246,218	1,684,938,767	1,756,548,665		
Midland College		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	1,023,117,432	1,066,599,923	1,111,930,420	1,159,187,462	1,208,452,930	1,259,812,179	1,313,354,197	1,369,171,750	1,427,361,549	1,488,024,415	1,551,265,453	1,617,194,235	1,685,924,990	1,757,576,802		
Midland ISD		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	1,023,117,432	1,066,599,923	1,111,930,420	1,159,187,462	1,208,452,930	1,259,812,179	1,313,354,197	1,369,171,750	1,427,361,549	1,488,024,415	1,551,265,453	1,617,194,235	1,685,924,990	1,757,576,802		
TAXABLE VALUE INCREMENT																																	
City of Midland			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	1,016,527,236	1,082,456,018	1,151,186,773	1,222,838,585		
Midland County			13,108,017	36,287,778	60,452,679	85,644,587	111,907,152	139,285,876	167,828,196	197,583,564	228,603,535	260,941,856	294,654,554	329,800,043	366,439,215	404,635,551	444,455,232	485,967,249	529,243,527	574,359,047	621,391,977	670,423,806	721,539,487	774,827,585	830,380,428	888,294,266	948,669,442	1,011,610,563	1,077,226,682	1,145,631,486	1,216,943,494		
Midland Hospital			13,253,725	36,530,314	60,796,158	86,093,300	112,465,571	139,958,663	168,620,211	198,499,876	229,649,426	262,122,832	295,976,358	331,268,659	368,060,882	406,416,775	446,402,794	488,088,218	531,545,273	576,849,252	624,078,651	673,315,299	724,644,505	778,155,201	833,940,103	892,095,863	952,723,243	1,015,927,286	1,081,817,501	1,150,508,050	1,222,117,948		
Midland College			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	1,016,527,236	1,082,456,018	1,151,186,773	1,222,838,585		
Midland ISD			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	1,016,527,236	1,082,456,018	1,151,186,773	1,222,838,585		
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		0	46,522	128,192	213,332	302,092	394,623	491,088	591,652	696,490	805,783	919,722	1,038,503	1,162,332	1,291,424	1,426,002	1,566,300	1,712,560	1,865,037	2,023,994	2,189,706	2,362,461	2,542,559	2,730,310	2,926,041	3,130,091	3,342,812	3,564,575	3,795,762	4,036,775	4,288,030	51,584,769	City of Midland
Midland County		0	17,247	47,747	79,543	112,690	147,246	183,271	220,827	259,978	300,794	343,345	387,704	433,948	482,157	532,415	584,810	639,431	696,373	755,736	817,621	882,137	949,394	1,019,510	1,092,606	1,168,809	1,248,250	1,331,067	1,417,404	1,507,410	1,601,242	19,260,714	Midland County
Midland Hospital		0	10,113	27,874	46,391	65,693	85,817	106,795	128,666	151,465	175,234	200,013	225,845	252,775	280,849	310,116	340,628	372,436	405,596	440,165	476,203	513,773	552,940	593,771	636,338	680,714	726,975	775,203	825,481	877,895	932,537	11,218,302	Midland Hospital
Midland College		0	11,009	30,335	50,483	71,486	93,383	116,210	140,007	164,816	190,679	217,641	245,749	275,052	305,600	337,446	370,646	405,257	441,339	478,954	518,168	559,048	601,666	646,096	692,413	740,699	791,037	843,514	898,222	955,255	1,014,711	12,206,923	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	**84,891**	**234,148**	**389,749**	**551,962**	**721,070**	**897,364**	**1,081,151**	**1,272,749**	**1,472,491**	**1,680,721**	**1,897,800**	**2,124,106**	**2,360,030**	**2,605,980**	**2,862,383**	**3,129,684**	**3,408,345**	**3,698,849**	**4,001,699**	**4,317,420**	**4,646,560**	**4,989,688**	**5,347,399**	**5,720,312**	**6,109,075**	**6,514,359**	**6,936,869**	**7,377,335**	**7,836,521**	**94,270,708**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	11,329,955	31,743,348	70,956,348	75,576,592	119,939,329	126,780,638	132,168,815	137,785,990	143,641,894	149,746,675	156,110,909	162,745,622	169,662,311	176,872,959	184,390,060	192,226,638	200,396,270	208,913,111	217,791,918	227,048,075	236,697,618	246,757,267	257,244,451	268,177,340	279,574,877	291,456,809	303,843,724	316,757,082		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Midland		0	0	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	17,870,916	City of Midland
Midland County		0	0	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	6,705,709	Midland County
Midland Hospital		0	0	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	3,888,760	Midland Hospital
Midland College		0	0	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	4,228,940	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	**0**	**72,685**	**203,642**	**455,203**	**484,843**	**769,442**	**813,331**	**847,897**	**883,933**	**921,500**	**960,664**	**1,001,492**	**1,044,055**	**1,088,428**	**1,134,686**	**1,182,910**	**1,233,184**	**1,285,594**	**1,340,232**	**1,397,192**	**1,456,572**	**1,518,477**	**1,583,012**	**1,650,290**	**1,720,427**	**1,793,546**	**1,869,771**	**1,949,236**	**2,032,079**	**32,694,324**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,604,599	1,672,794	3,487,775	3,636,006	3,790,536	3,951,834	4,119,578	4,294,660	4,477,184	4,667,464	4,865,831	5,072,629	5,288,216	5,512,965	5,747,266	5,991,525	6,246,164	6,511,626	6,788,370	7,076,876	7,377,643	7,691,193	8,018,069	8,358,837	8,714,088		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	3,577,000	10,021,748	10,447,672	10,891,698	11,354,596	11,837,166	12,340,245	12,864,706	13,411,456	13,981,443	14,575,654	15,195,119	15,840,912	16,514,151	17,216,002	17,947,682	18,710,459	19,505,653	20,334,643	21,198,866	22,099,817	23,039,060	24,018,220	25,038,994	26,103,151	27,212,535	28,369,068	29,574,753		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE A, 1, 2, 3		**0**	**84,891**	**306,833**	**593,390**	**1,007,165**	**1,205,913**	**1,666,806**	**1,894,482**	**2,120,647**	**2,356,423**	**2,602,221**	**2,858,464**	**3,125,598**	**3,404,085**	**3,694,408**	**3,997,070**	**4,312,894**	**4,641,529**	**4,984,443**	**5,341,931**	**5,714,612**	**6,103,132**	**6,508,164**	**6,930,411**	**7,370,602**	**7,829,502**	**8,307,905**	**8,806,640**	**9,326,571**	**9,868,600**	**126,965,032**	
Running Total		**0**	**84,891**	**391,724**	**985,114**	**1,992,280**	**3,198,193**	**4,864,999**	**6,759,481**	**8,880,128**	**11,236,551**	**13,838,772**	**16,697,236**	**19,822,834**	**23,226,919**	**26,921,327**	**30,918,397**	**35,230,991**	**39,872,520**	**44,856,962**	**50,198,893**	**55,913,505**	**62,016,637**	**68,524,801**	**75,455,212**	**82,825,814**	**90,655,316**	**98,963,221**	**107,769,861**	**117,096,433**	**126,965,032**		

GROSS	126,965,032

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ -	$ 46,522	$ 167,921	$ 324,644	$ 550,909	$ 659,642	$ 911,669	$ 1,036,223	$ 1,159,955	$ 1,288,946	$ 1,423,419	$ 1,563,607	$ 1,709,753	$ 1,862,111	$ 2,020,943	$ 2,186,526	$ 2,359,146	$ 2,539,103	$ 2,726,707	$ 2,922,285	$ 3,126,175	$ 3,338,730	$ 3,560,319	$ 3,791,325	$ 4,032,149	$ 4,283,208	$ 4,544,938	$ 4,817,790	$ 5,102,239	$ 5,398,777	69,455,685	City of Midland
Midland County	$ -	$ 17,247	$ 62,655	$ 121,311	$ 206,054	$ 246,689	$ 341,086	$ 387,643	$ 433,885	$ 482,092	$ 532,347	$ 584,739	$ 639,357	$ 696,296	$ 755,655	$ 817,537	$ 882,049	$ 948,303	$ 1,019,415	$ 1,092,507	$ 1,168,705	$ 1,248,142	$ 1,330,955	$ 1,417,287	$ 1,507,288	$ 1,601,115	$ 1,698,929	$ 1,800,900	$ 1,907,205	$ 2,018,028	25,966,423	Midland County
Midland Hospital	$ -	$ 10,113	$ 36,520	$ 70,612	$ 119,837	$ 143,486	$ 198,315	$ 225,406	$ 252,317	$ 280,372	$ 309,619	$ 340,109	$ 371,895	$ 405,032	$ 439,577	$ 475,591	$ 513,135	$ 552,274	$ 593,077	$ 635,614	$ 679,959	$ 726,189	$ 774,383	$ 824,626	$ 877,004	$ 931,608	$ 988,533	$ 1,047,877	$ 1,109,743	$ 1,174,239	15,107,061	Midland Hospital
Midland College	$ -	$ 11,009	$ 39,737	$ 76,823	$ 130,366	$ 156,096	$ 215,736	$ 245,210	$ 274,490	$ 305,014	$ 336,835	$ 370,009	$ 404,593	$ 440,646	$ 478,232	$ 517,415	$ 558,264	$ 600,849	$ 645,243	$ 691,524	$ 739,772	$ 790,071	$ 842,507	$ 897,172	$ 954,160	$ 1,013,570	$ 1,075,506	$ 1,140,073	$ 1,207,384	$ 1,277,556	16,435,863	Midland College
Midland ISD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
	0	**84,891**	**306,833**	**593,390**	**1,007,165**	**1,205,913**	**1,666,806**	**1,894,482**	**2,120,647**	**2,356,423**	**2,602,221**	**2,858,464**	**3,125,598**	**3,404,085**	**3,694,408**	**3,997,070**	**4,312,894**	**4,641,529**	**4,984,443**	**5,341,931**	**5,714,612**	**6,103,132**	**6,508,164**	**6,930,411**	**7,370,602**	**7,829,502**	**8,307,905**	**8,806,640**	**9,326,571**	**9,868,600**	**126,965,032**	TOTAL

DAVID PETTIT Economic Development

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 4%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX			SALES TAX		
City of Midland	0.3506620	100%	0.3506620	0.3506620	100%	0.3506620	0.0125000	100%	0.0125000
Midland County	0.1315790	100%	0.1315790	0.1315790	100%	0.1315790	0.0050000	100%	0.0050000
Midland Hospital	0.0763050	100%	0.0763050	0.0763050	100%	0.0763050	*483.0175000*		*483.0175000*
Midland College	0.0829800	100%	0.0829800	0.0829800	100%	0.0829800			
Midland ISD	0.8770000	100%	0.8770000	0.8770000	100%	0.8770000			
	1.5185260		*1.5185260*	*1.5185260*		*1.5185260*			

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
Midland County	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	
Midland Hospital	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	
Midland College	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
Midland ISD	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
TAXABLE VALUE																																	
City of Midland		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland County		523,171,351	545,406,133	568,585,894	592,750,795	617,942,703	644,205,268	671,583,992	700,126,312	729,881,680	760,901,651	793,239,972	826,952,670	862,098,159	898,737,331	936,933,667	976,753,348	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland Hospital		525,356,779	547,684,442	570,961,031	595,226,875	620,524,017	646,896,288	674,389,380	703,050,928	732,930,593	764,080,143	796,553,549	830,407,075	865,699,376	902,491,599	940,847,492	980,833,511	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland College		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland ISD		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
TAXABLE VALUE INCREMENT																																	
City of Midland			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	##########	##########	##########	##########	##########	
Midland County			13,108,017	36,287,778	60,452,679	85,644,587	111,907,152	139,285,876	167,828,196	197,583,564	228,603,535	260,941,856	294,654,554	329,800,043	366,439,215	404,635,551	444,455,232	485,967,249	529,243,527	574,359,047	621,391,977	670,423,806	721,539,487	774,827,585	830,380,428	888,294,266	948,669,442	##########	##########	##########	##########	##########	
Midland Hospital			13,253,725	36,530,314	60,796,158	86,093,300	112,465,571	139,958,663	168,620,211	198,499,876	229,649,426	262,122,832	295,976,358	331,268,659	368,060,882	406,416,775	446,402,794	488,088,218	531,545,273	576,849,252	624,078,651	673,315,299	724,644,505	778,155,201	833,940,103	892,095,863	952,723,243	##########	##########	##########	##########	##########	
Midland College			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	##########	##########	##########	##########	##########	
Midland ISD			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	##########	##########	##########	##########	##########	
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		0	46,522	128,192	213,332	302,092	394,623	491,088	591,652	696,490	805,783	919,722	1,038,503	1,162,332	1,291,424	1,426,002	1,566,300	1,712,560	1,865,037	2,023,994	2,189,706	2,362,461	2,542,559	2,730,310	2,926,041	3,130,091	3,342,812	3,564,575	3,795,762	4,036,775	4,288,030	51,584,769	City of Midland
Midland County		0	17,247	47,747	79,543	112,690	147,246	183,271	220,827	259,978	300,794	343,345	387,704	433,948	482,157	532,415	584,810	639,431	696,373	755,736	817,621	882,137	949,394	1,019,510	1,092,606	1,168,809	1,248,250	1,331,067	1,417,404	1,507,410	1,601,242	19,260,714	Midland County
Midland Hospital		0	10,113	27,874	46,391	65,693	85,817	106,795	128,666	151,465	175,234	200,013	225,845	252,775	280,849	310,116	340,628	372,436	405,596	440,165	476,203	513,773	552,940	593,771	636,338	680,714	726,975	775,203	825,481	877,895	932,537	11,218,302	Midland Hospital
Midland College		0	11,009	30,335	50,483	71,486	93,383	116,210	140,007	164,816	190,679	217,641	245,749	275,052	305,600	337,446	370,646	405,257	441,339	478,954	518,168	559,048	601,666	646,096	692,413	740,699	791,037	843,514	898,222	955,255	1,014,711	12,206,923	Midland College
Midland ISD		0	116,350	320,605	533,541	755,527	986,947	1,228,202	1,479,711	1,741,909	2,015,251	2,300,209	2,597,279	2,906,973	3,229,830	3,566,408	3,917,291	4,283,086	4,664,427	5,061,976	5,476,420	5,908,478	6,358,899	6,828,462	7,317,962	7,828,307	8,360,320	8,914,944	9,493,139	10,095,908	10,724,294	129,012,674	Midland ISD
		0	**201,241**	**554,753**	**923,290**	**1,307,489**	**1,708,017**	**2,125,567**	**2,560,863**	**3,014,659**	**3,487,741**	**3,980,930**	**4,495,079**	**5,031,079**	**5,589,860**	**6,172,388**	**6,779,674**	**7,412,770**	**8,072,772**	**8,760,824**	**9,478,119**	**10,225,898**	**11,005,458**	**11,818,150**	**12,665,381**	**13,548,619**	**14,469,395**	**15,429,303**	**16,430,008**	**17,473,243**	**18,560,815**	**223,283,382**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	11,329,955	31,743,348	70,956,348	75,576,592	119,939,329	126,780,638	132,168,815	137,785,990	143,641,894	149,746,675	156,110,909	162,745,622	169,662,311	176,872,959	184,390,060	192,226,638	200,396,270	208,913,111	217,791,918	227,048,075	236,697,618	246,757,267	257,244,451	268,177,340	279,574,877	291,456,809	303,843,724	316,757,082		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	17,870,916	City of Midland
Midland County		0	0	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	6,705,709	Midland County
Midland Hospital		0	0	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	3,888,760	Midland Hospital
Midland College		0	0	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	4,228,940	Midland College
Midland ISD		0	0	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	44,694,872	Midland ISD
		0	**0**	**172,048**	**482,031**	**1,077,491**	**1,147,650**	**1,821,310**	**1,925,197**	**2,007,018**	**2,092,316**	**2,181,240**	**2,273,942**	**2,370,585**	**2,471,335**	**2,576,366**	**2,685,862**	**2,800,011**	**2,919,011**	**3,043,069**	**3,172,400**	**3,307,227**	**3,447,784**	**3,594,315**	**3,747,073**	**3,906,324**	**4,072,343**	**4,245,417**	**4,425,847**	**4,613,946**	**4,810,039**	**77,389,197**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,604,599	1,672,794	3,487,775	3,636,006	3,790,536	3,951,634	4,119,578	4,294,660	4,477,184	4,667,464	4,865,831	5,072,629	5,288,216	5,512,965	5,747,266	5,991,525	6,246,164	6,511,626	6,788,370	7,076,876	7,377,643	7,691,193	8,018,069	8,358,837	8,714,088		
City of Midland		0	0	0	0	0	20,057	20,910	43,597	45,450	47,382	49,395	51,495	53,683	55,965	58,343	60,823	63,408	66,103	68,912	71,841	74,894	78,077	81,395	84,855	88,461	92,221	96,140	100,226	104,485	108,926	1,687,044	City of Midland
Midland County		0	0	0	0	0	8,023	8,364	17,439	18,180	18,953	19,758	20,598	21,473	22,386	23,337	24,329	25,363	26,441	27,565	28,736	29,958	31,231	32,558	33,942	35,384	36,888	38,456	40,090	41,794	43,570	674,818	Midland County
		0	**0**	**0**	**0**	**0**	**28,080**	**29,274**	**61,036**	**63,630**	**66,334**	**69,154**	**72,093**	**75,157**	**78,351**	**81,681**	**85,152**	**88,771**	**92,544**	**96,477**	**100,577**	**104,852**	**109,308**	**113,953**	**118,796**	**123,845**	**129,109**	**134,596**	**140,316**	**146,280**	**152,497**	**2,361,862**	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	3,577,000	10,021,748	10,447,672	10,891,698	11,354,596	11,837,166	12,340,245	12,864,706	13,411,456	13,981,443	14,575,654	15,195,119	15,840,912	16,514,151	17,216,002	17,947,682	18,710,459	19,505,653	20,334,643	21,198,866	22,099,817	23,039,060	24,018,220	25,038,994	26,103,151	27,212,535	28,369,068	29,574,753		
City of Midland		0	0	250,390	701,522	731,337	762,419	794,822	828,602	863,817	900,529	938,802	978,701	1,020,296	1,063,658	1,108,864	1,155,991	1,205,120	1,256,338	1,309,732	1,365,396	1,423,425	1,483,921	1,546,987	1,612,734	1,681,275	1,752,730	1,827,221	1,904,877	1,985,835	2,070,233	34,525,573	City of Midland
		0	**0**	**250,390**	**701,522**	**731,337**	**762,419**	**794,822**	**828,602**	**863,817**	**900,529**	**938,802**	**978,701**	**1,020,296**	**1,063,658**	**1,108,864**	**1,155,991**	**1,205,120**	**1,256,338**	**1,309,732**	**1,365,396**	**1,423,425**	**1,483,921**	**1,546,987**	**1,612,734**	**1,681,275**	**1,752,730**	**1,827,221**	**1,904,877**	**1,985,835**	**2,070,233**	**34,525,573**	
REVENUE A, 1, 2, 3		**0**	**201,241**	**977,191**	**2,106,843**	**3,116,316**	**3,646,166**	**4,770,972**	**5,375,697**	**5,949,124**	**6,546,921**	**7,170,125**	**7,819,815**	**8,497,116**	**9,203,203**	**9,939,299**	**10,706,679**	**11,506,672**	**12,340,665**	**13,210,103**	**14,116,491**	**15,061,402**	**16,046,471**	**17,073,405**	**18,143,985**	**19,260,063**	**20,423,576**	**21,636,537**	**22,901,049**	**24,219,303**	**25,593,583**	**337,560,014**	
Running Total		**0**	**201,241**	**1,178,432**	**3,285,275**	**6,401,591**	**10,047,758**	**14,818,730**	**20,194,427**	**26,143,551**	**32,690,473**	**39,860,597**	**47,680,412**	**56,177,528**	**65,380,732**	**75,320,030**	**86,026,709**	**97,533,381**	**109,874,046**	**123,084,148**	**137,200,640**	**152,262,041**	**168,308,512**	**185,381,918**	**203,525,902**	**222,785,965**	**243,209,541**	**264,846,078**	**287,747,127**	**311,966,430**	**337,560,014**		

GROSS 337,560,014

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ -	$ 46,522	$ 418,311	$ 1,026,167	$ 1,282,246	$ 1,442,118	$ 1,727,401	$ 1,908,422	$ 2,069,223	$ 2,236,857	$ 2,411,617	$ 2,593,803	$ 2,783,733	$ 2,981,734	$ 3,188,150	$ 3,403,340	$ 3,627,674	$ 3,861,543	$ 4,105,351	$ 4,359,522	$ 4,624,494	$ 4,900,728	$ 5,188,702	$ 5,488,914	$ 5,801,886	$ 6,128,159	$ 6,468,298	$ 6,822,894	$ 7,192,559	$ 7,577,936	105,668,302	City of Midland
Midland County	$ -	$ 17,247	$ 62,655	$ 121,311	$ 206,054	$ 254,712	$ 349,450	$ 405,082	$ 452,065	$ 501,044	$ 552,105	$ 605,337	$ 660,830	$ 718,682	$ 778,993	$ 841,867	$ 907,413	$ 975,744	$ 1,046,980	$ 1,121,243	$ 1,198,663	$ 1,279,373	$ 1,363,513	$ 1,451,229	$ 1,542,673	$ 1,638,003	$ 1,737,385	$ 1,840,990	$ 1,948,999	$ 2,061,598	26,641,241	Midland County
Midland Hospital	$ -	$ 10,113	$ 36,520	$ 70,612	$ 119,837	$ 143,486	$ 198,315	$ 225,406	$ 252,317	$ 280,372	$ 309,619	$ 340,109	$ 371,895	$ 405,032	$ 439,577	$ 475,591	$ 513,135	$ 552,274	$ 593,077	$ 635,614	$ 679,959	$ 726,189	$ 774,383	$ 824,626	$ 877,004	$ 931,608	$ 988,533	$ 1,047,877	$ 1,109,743	$ 1,174,239	15,107,061	Midland Hospital
Midland College	$ -	$ 11,009	$ 39,737	$ 76,823	$ 130,366	$ 156,096	$ 215,736	$ 245,210	$ 274,490	$ 305,014	$ 336,835	$ 370,009	$ 404,593	$ 440,646	$ 478,232	$ 517,415	$ 558,264	$ 600,849	$ 645,243	$ 691,524	$ 739,772	$ 790,071	$ 842,507	$ 897,172	$ 954,160	$ 1,013,570	$ 1,075,506	$ 1,140,073	$ 1,207,384	$ 1,277,556	16,435,863	Midland College
Midland ISD	$ -	$ 116,350	$ 419,969	$ 811,930	$ 1,377,814	$ 1,649,754	$ 2,280,070	$ 2,591,578	$ 2,901,030	$ 3,223,634	$ 3,559,949	$ 3,910,557	$ 4,276,966	$ 4,657,109	$ 5,054,346	$ 5,468,466	$ 5,900,187	$ 6,350,255	$ 6,819,451	$ 7,308,588	$ 7,818,513	$ 8,350,110	$ 8,904,300	$ 9,482,043	$ 10,084,340	$ 10,712,235	$ 11,366,816	$ 12,049,215	$ 12,760,617	$ 13,502,254	173,707,547	Midland ISD
	0	**201,241**	**977,191**	**2,106,843**	**3,116,316**	**3,646,166**	**4,770,972**	**5,375,697**	**5,949,124**	**6,546,921**	**7,170,125**	**7,819,815**	**8,497,116**	**9,203,203**	**9,939,299**	**10,706,679**	**11,506,672**	**12,340,665**	**13,210,103**	**14,116,491**	**15,061,402**	**16,046,471**	**17,073,405**	**18,143,985**	**19,260,063**	**20,423,576**	**21,636,537**	**22,901,049**	**24,219,303**	**25,593,583**	**337,560,014**	TOTAL

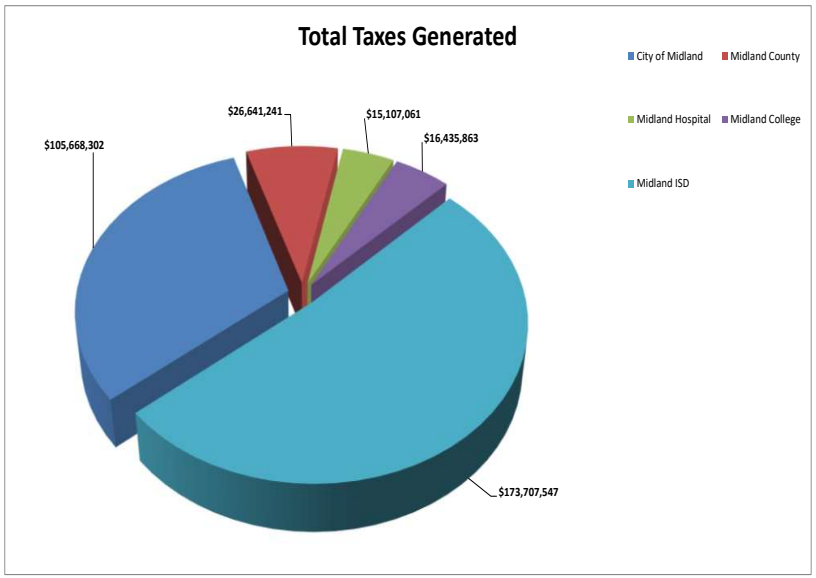
DAVID PETTIT Economic Development

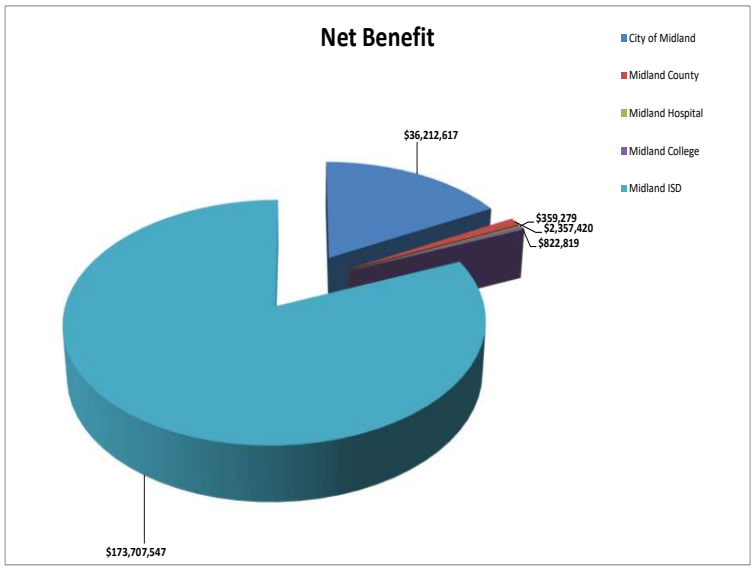
Revenue Summary

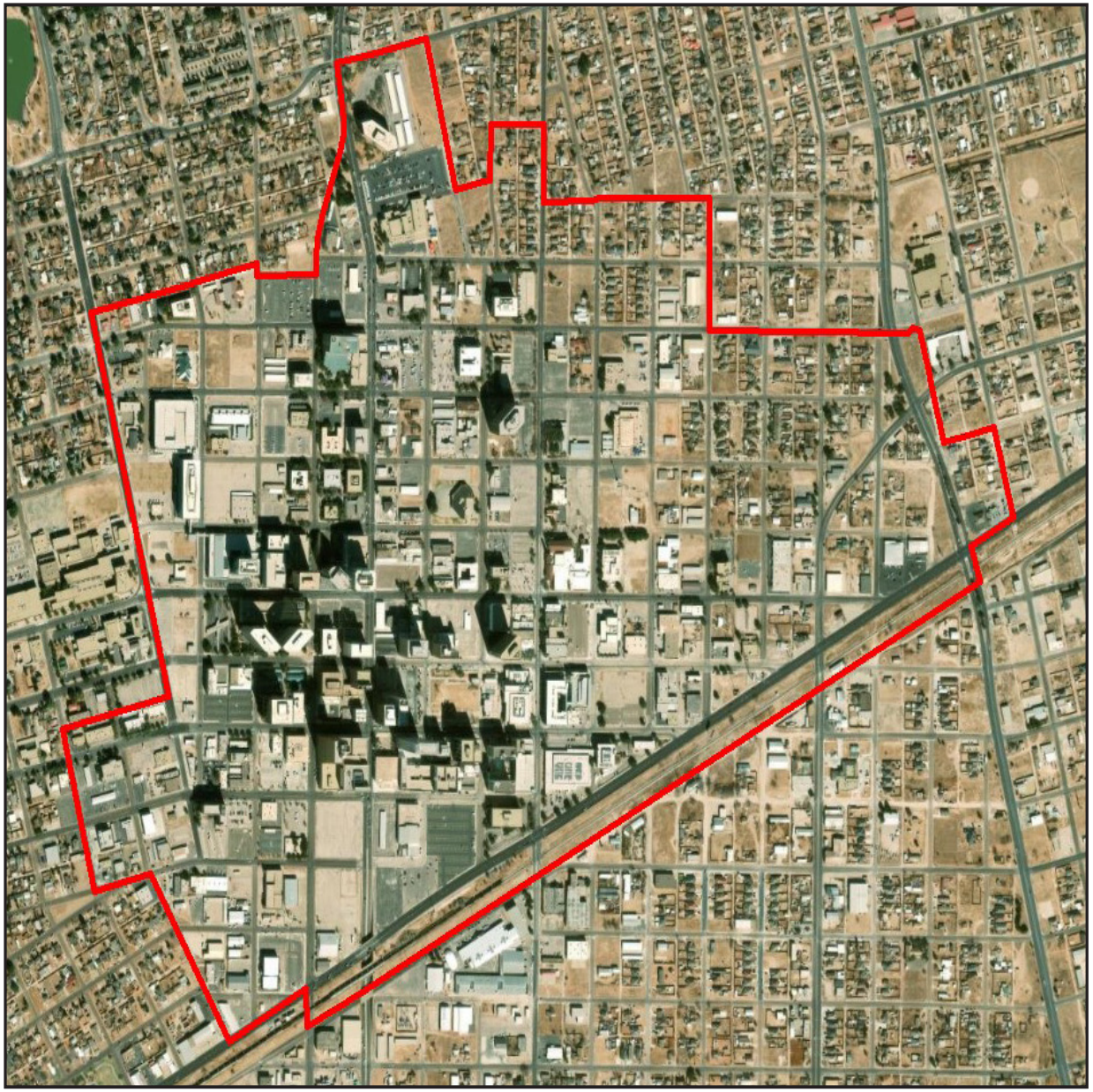
Taxing Jurisdictions	Total Taxes Generated	Participation (100%)	Net Benefit
City of Midland	$105,668,302	$69,455,685	$36,212,617
Midland County	$26,641,241	$24,283,821	$2,357,420
Midland Hospital	$15,107,061	$14,747,782	$359,279
Midland College	$16,435,863	$15,613,044	$822,819
Midland ISD	$173,707,547	$0	$173,707,547
Total	**$337,560,014**	**$124,100,332**	**$213,459,682**

**County Participation not to exceed $24,283,821 per the separate interlocal agreement*
**Hospital Participation not to exceed $14,747,782 per the separate interlocal agreement*
**College Participation not to exceed $15,613,044 per the separate interlocal agreement*

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$105,668,302	$69,455,685	$36,212,617
City of Midland - Real Property	*$69,455,685*	*$69,455,685*	$0
City of Midland - Sales	*$1,687,044*	*$0*	*$1,687,044*
City of Midland -HOT	*$34,525,573*	*$0*	$34,525,573







Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035533		BLK: 088, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	14 TEXAS REAL ESTATE LLC		$ 16,880
R000035534	215 S MARIENFELD ST	BLK: 088, LOT: 009, ADDN: ORIGINAL TOWN	0.161	14 TEXAS REAL ESTATE LLC		$ 19,690
R000035535	409 W MISSOURI AV	BLK: 088, LOTS: 010 THRU 12 E.56, ADDN: ORIGINAL TOWN	0.193	14 TEXAS REAL ESTATE LLC		$ 23,630
R000035536	210 N MARIENFELD ST	BLK: 088, LOTS: 010 THRU 12 W.84, ADDN: ORIGINAL TOWN	0.289	14 TEXAS REAL ESTATE LLC		$ 35,440
R000035532	401 W MISSOURI AV	BLK: 088, LOTS: 001 THRU 8, ADDN: ORIGINAL TOWN	1.285	14 TEXAS REAL ESTATE LLC		$ 115,500
R000035116		BLK: 026, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	312 PARTNERSHIP ET AL		$ 59,060
R000035663	407 S MARIENFELD ST	BLK: 109, LOT: 003 & S.16.5 OF 4, ADDN: ORIGINAL TOWN	0.138	4WC PROPERTIES LLC		$ 54,160
R000026089	500 N COLORADO ST	BLK: 041, S.240 OF W/2, ADDN: HOMESTEAD	0.771	500 COLORADO LLC		$ 2,145,840
R000026121	500 W OHIO AV	BLK: 047, S.80 OF SE/4, ADDN: HOMESTEAD	0.257	500 WEST OHIO LLC		$ 1,401,012
R000026063	606 W TENNESSEE AV	BLK: 037, SW/4, ADDN: HOMESTEAD	0.482	606 W TENNESSEE		$ 836,603
R000051778	808 W WALL ST	BLK: 014, LOTS: 007 THRU 9, ADDN: WEST END	0.492	808 PARTNERS LLC		$ 743,235
R000025981	0 N COLORADO ST	BLK:029, LOT: 001A, ADDN: HOMESTEAD SEC 8	0.4	A & D ALLIANCE ENERGY MANAGEMENT LLC		$ 799,850
R000034985	511 N DALLAS ST	BLK: 001, LOT: 001, ADDN: OLD PUEBLO PARK	0.112	A N FINANCE LLC		$ 261,970
R000035542	511 W MISSOURI AV	BLK: 089, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	A R STRATEGIES LLC		$ 305,080
R000051903	807 W MISSOURI AV	BLK: 032, LOT: 007 E.70, ADDN: WEST END	0.225	ABYSS PROPERTIES LLC		$ 39,200
R000052576	811 W MISSOURI AV	BLK: 032, LOT: 7A, ADDN: WEST END SEC 5	0.225	ABYSS PROPERTIES LLC		$ 617,950
R000041035	903 N MAIN ST	BLK: 002, LOTS: 007, ADDN: RICHARDSON ABILENE	0.158	ACOSTA MARTIN ORLANDO		$ 196,680
R000032395	407 N LEE ST	BLK: 006, LOT: 003, ADDN: MOODY	0.161	ACOSTA MARTIN SOTO		$ 242,200
R000035049	404 N TERRELL ST	BLK: 014, 9336 SQ IN SW/4, ADDN: ORIGINAL TOWN	0.214	ACOSTA ROSALINDA		$ 167,170
R000035192	210 N MAIN ST	BLK: 038, LOTS: 9(N41) & 10(S/2), ADDN: ORIGINAL TOWN	0.212	AGGIETECH LLC		$ 170,520
R000035122	301 W OHIO AV	BLK: 027, LOT: 001, ADDN: ORIGINAL TOWN	0.08	AGUILAR SALVADOR		$ 80,660
R000017946	204 W KANSAS AV	BLK: 001, LOT: 001 & 2 W 69, ADDN: ESTES	0.171	AGUILERA JAVIER		$ 61,810
R000035117	200 W ILLINOIS AV	BLK: 026, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	AKA SQUARE INC		$ 1,152,600
R000025949	610 N FORT WORTH ST	BLK: 023, N 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	AKATI SETOR		$ 185,440
R000026000	507 W LOUISIANA AV	BLK: 031, E.70 OF NW/4, ADDN: HOMESTEAD	0.241	ALAMO HEIGHTS HOMES LLC		$ 92,580
R000035082	309 N TERRELL ST	BLK: 020, LOT: 002, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 14,000
R000035083	307 N TERRELL ST	BLK: 020, LOT: 003, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 21,950
R000035080	310 N TERRELL ST	BLK: 019, LOT: 012, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 91,880
R000034966	505 N MINEOLA ST	BLK: 003, LOTS: 002 & 003, ADDN: ORIGINAL TOWN	0.322	ALCOCER JESSE		$ 116,420
R000035198	211 E TEXAS AV	BLK: 039, LOT: 004 S/2&ALL OF 5&6, ADDN: ORIGINAL TOWN	0.402	ALLEN REAL PROPERTIES LTD		$ 216,890
R000025850	701 N BIG SPRING ST	BLK: 010, SE/4, ADDN: HOMESTEAD	0.643	AMERICAN MOMENTUM BANK		$ 35,000
R000026072	510 N MARIENFELD ST	BLK: 039, N.75 OF W/2, ADDN: HOMESTEAD	0.241	AMERICAN MOMENTUM BANK		$ 74,660
R000026110	405 N BIG SPRING ST	BLK: 046, SE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 126,590
R000026108	407 N BIG SPRING ST	BLK: 046, NE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 2,872,770
R000035366	509 W WALL ST	BLK: 062, LOTS: 011 & 12, ADDN: ORIGINAL TOWN	0.321	AMERICAN STATE BANK		$ 4,045,459
R000035543	601 W MISSOURI AV	BLK: 090, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	AR STRATEGIES LLC		$ 42,000
R000035306	120 N MAIN ST	BLK: 053, LOT: 024, ADDN: ORIGINAL TOWN	0.08	ARMENDARIZ MARCELINO		$ 153,570
R000025923	601 N MINEOLA ST	BLK: 021, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	ARMENDARIZ TERRY		$ 67,410
R000035337	513 W TEXAS AV	BLK: 058, LOTS: 011 & 12 E.60, ADDN: ORIGINAL TOWN	0.138	ARRINGTON BUILDING LLC THE		$ 100,010
R000035332	511 W TEXAS AV	BLK: 058, LOTS: 001 & 2 W.65, ADDN: ORIGINAL TOWN	0.149	ARRINGTON BUILDING LLC THE		$ 129,070
R000035333	109 N MARIENFELD ST	BLK: 058, LOTS: 001 & 2 E.75, ADDN: ORIGINAL TOWN	0.172	ARRINGTON BUILDING LLC THE		$ 147,820
R000035336	102 N PECOS ST	BLK: 058, LOT: 010 & W.80 OF, ADDN: ORIGINAL TOWN, LOT 11 & 12	0.344	ARRINGTON BUILDING LLC THE		$ 281,360
R000035334	500 W WALL ST	BLK: 058, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	ARRINGTON BUILDING LLC THE		$ 4,530,767
R000035215	203 N DALLAS ST	BLK: 041, LOT: 01A, ADDN: ORIGINAL TOWN, SECTION 17	0.964	AUSBUILT LLC	E	$ -
R000035056	401 N MARSHALL ST	BLK: 015, S.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2C)	0.161	AVALOS ELODIA H		$ 107,280
R000025872	0 N MAIN ST	BLK: 014, N.60 OF SW/4, ADDN: HOMESTEAD	0.193	B AND B INVESTMENTS		$ 16,800
R000025873	105 E LOUISIANA AV	BLK: 014, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	B AND B INVESTMENTS		$ 25,200
R000035354	108 S PECOS ST	BLK: 061, LOT: 004, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 26,690
R000035352	601 W WALL ST	BLK: 061, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 116,700
R000035355	602 W MISSOURI AV	BLK: 061, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 189,330

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035353	104 S PECOS ST	BLK: 061, LOT: 003, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 1,644,324
R000025816	207 E KANSAS AV	BLK: 008, W/2 OF SE/4, ADDN: HOMESTEAD	0.241	BADILLO MINERVA M EST		$ 194,040
R000035046	409 N MINEOLA ST	BLK: 014, S.50 OF N.100 OF E/2, ADDN: ORIGINAL TOWN	0.126	BAESA ANGELITA		$ 61,890
R000035048	401 N MINEOLA ST	BLK: 014, LOT: 002 S.150 OF E.140, ADDN: ORIGINAL TOWN	0.482	BAESA ANGELITA		$ 73,270
R000035047	407 N MINEOLA ST	BLK: 014, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.158	BAEZA ALFREDO		$ 241,680
R000026093	501 N BAIRD ST	BLK: 043, S.114.3 OF E/2, ADDN: HOMESTEAD	0.367	BAIRD STREET STORAGE LLC		$ 153,170
R000025939	601 N TERRELL ST	BLK: 022, LOT: 006, ADDN: HOMESTEAD	0.161	BALTIER JOSE R		$ 153,820
R000035017	407 N FORT WORTH ST	BLK: 011, S.55 OF NE/4, ADDN: ORIGINAL TOWN	0.177	BANDA OSVALDO		$ 93,470
R000035099	307 N FORT WORTH ST	BLK: 022, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 14,000
R000035020	303 E OHIO AV	BLK: 011, LOT: 003 E.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 24,570
R000035098	311 N FORT WORTH ST	BLK: 022, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	BECKER STEVE A		$ 28,000
R000035110	312 N WEATHERFORD ST	BLK: 022, LOT: 012 N.45, ADDN: ORIGINAL TOWN	0.145	BECKER STEVEN A		$ 55,110
R000109949	702 N BAIRD ST	BLK: 015, LOT: 008, ADDN: HOMESTEAD SEC 3	0.172	BELL JACQUELINE R		$ 157,010
R000017756	400 W KANSAS AV	BLK: 018, LOT: 004, ADDN: ELMWOOD SEC 2	0.378	BELL NONGYOW R		$ 134,960
R000035329	410 W WALL ST	BLK: 057, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	BEN MAR PARTNERS		$ 193,730
R000041038	806 N LORAINE ST	BLK: 002, LOT: 012, ADDN: RICHARDSON ABILENE	0.13	BENITEZ MARTA		$ 87,460
R000109948	700 N BAIRD ST	BLK: 015, LOT: 007, ADDN: HOMESTEAD SEC 3	0.172	BENNETT AUGUSTINE JR		$ 162,770
R000025924	611 N MINEOLA ST	BLK: 021, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	BETANCOURT ONIEL		$ 14,000
R000041032	919 N MAIN ST	BLK: 002, LOTS: 003 & 4, ADDN: RICHARDSON ABILENE	0.316	BEZINQUE CURTIS F		$ 122,040
R000025985	600 N BIG SPRING ST	BLK:029, S.100 OF W/2, ADDN: HOMESTEAD	0.321	BHBW HOLDINGS LLC		$ 265,040
R000014586	714 W LOUISIANA AV	BLK: 001, LOT: 018A, ADDN: COUNTRY CLUB, HEIGHTS 2	0.482	BIG BROTHERS BIG SISTERS	E	$ -
R000035184	213 N MAIN ST	BLK: 037, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BORLAND R MIKE		$ 221,550
R000025853	710 N BIG SPRING ST	BLK: 011, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	BRANCH BANKING & TRUST CO		$ 245,946
R000025970	610 N MAIN ST	BLK: 026, N.75 OF NW/4, ADDN: HOMESTEAD	0.241	BRANUM MARK L		$ 142,910
R000035222	501 E TEXAS AV	BLK: 042, LOTS: 006 & 7, ADDN: ORIGINAL TOWN	0.321	BROOKS JULIUS L		$ 28,410
R000032397	0 N LEE ST	BLK: 006, LOT: 005, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 14,000
R000032398	401 N LEE ST	BLK: 006, LOT: 006, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 27,010
R000025852	300 W LOUISIANA AV	BLK: 011, E/2, ADDN: HOMESTEAD	0.964	CABRITO LTD		$ 2,124,195
R000058239	509 N DALLAS ST	BLK: 001, LOT: 002, ADDN: OLD PUEBLO PARK	0.115	CALLEROS MARIA DELALUZ		$ 182,380
R000025952	606 N FORT WORTH ST	BLK: 023, N 50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO FELICIANO RAMOS JR		$ 194,850
R000205486	604 N FORT WORTH ST	BLK: 023, S50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO KARINA		$ 221,930
R000035279	315 E WALL ST	BLK: 051, LOTS: 010 THRU 12 W.40, ADDN: ORIGINAL TOWN	0.069	CAPROCK TITLE MIDLAND LLC		$ 22,240
R000035281	315 E WALL ST	BLK: 051, LOTS: 013 THRU 15 E.65, ADDN: ORIGINAL TOWN	0.112	CAPROCK TITLE MIDLAND LLC		$ 149,730
R000041036	809 N MAIN ST	BLK: 002, LOT: 010, ADDN: RICHARDSON ABILENE	0.158	CARRASCO ALEJANDRO		$ 160,080
R000025937	605 N TERRELL ST	BLK: 022, LOT: 004, ADDN: HOMESTEAD	0.161	CARRASCO RUBEN H		$ 62,990
R000109952	708 N BAIRD ST	BLK: 015, LOT: 011, ADDN: HOMESTEAD SEC 3	0.172	CARRASCO VANESSA MAE		$ 160,790
R000035088	310 N DALLAS ST	BLK: 020, LOT: 012, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE		$ 14,000
R000035078	306 N TERRELL ST	BLK: 019, LOT: 010, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE INC		$ 14,000
R000035077	601 E ILLINOIS AV	BLK: 019, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	CARTERS FURNITURE INC		$ 188,070
R000035087	501 E ILLINOIS AV	BLK: 020, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	CARTERS FURNITURE INC		$ 476,910
R000025806	811 N FORT WORTH ST	BLK: 007N.75 OF E/2,, ADDN: HOMESTEAD	0.241	CASTILLO CRUZ VIDALES		$ 91,050
R000051781	800 W WALL ST	BLK: 014, LOT: 011 E.26.67 &, ADDN: WEST END, W.9.66 OF LOT 12	0.119	CENTENARY ENTERPRISES		$ 106,380
R000051780	800 W WALL ST	BLK: 014, LOT: 010 E.13 &, ADDN: WEST END, W.23.33 OF LOT 11	0.119	CENTENARY ENTERPRISES		$ 106,390
R000051779	800 W WALL ST	BLK: 014, LOT: 010 W.37, ADDN: WEST END	0.121	CENTENARY ENTERPRISES		$ 107,070
R000051782	800 W WALL ST	BLK: 014, LOT: 012 E.40.34, ADDN: WEST END	0.132	CENTENARY ENTERPRISES		$ 110,540
R000025815	807 N WEATHERFORD ST	BLK: 008, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	CHAVEZ RAMONA SEGURA		$ 53,800
R000035360	615 W WALL ST	BLK: 061, LOTS: 010 THRU 12 E.50, ADDN: ORIGINAL TOWN	0.172	CHIN ROBERT AND JULIE TATE AKA JULIE CHIN		$ 144,610
R000025947	404 E LOUISIANA AV	BLK: 023, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	CHURCH OF GOD SEVENTH DAY	E	$ -
R000034994	404 N COLORADO ST	BLK: 007, ALL, ADDN: ORIGINAL TOWN	2.066	CITY OF MIDLAND		$ 1,230,784
R000214346	209 E TEXAS AV	BLK: 038, LOT: 07A, ADDN: ORIGINAL TOWN, SEC 11	1.516	CITY OF MIDLAND TEXAS	E	$ -

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R000035167	310 W TEXAS AV	BLK: 035, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	CITY OF MIDLAND TEXAS	E	$ -
R000051786	111 N B ST	BLK: 015, LOT: 007, ADDN: WEST END	0.161	CLARK J A		$ 96,080
R000034975	511 N TERRELL ST	BLK: 004, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.161	CLYDE L AND MATILDE REYES MASTER TRUST		$ 126,770
R000035068	406 N MARSHALL ST	BLK: 016, N.15 OF S.65, ADDN: ORIGINAL TOWN	0.025	COATES W M		$ 2,210
R000026114	408 N PECOS ST	BLK: 047, SEC: S.25 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 9,840
R000026027	607 N PECOS ST	BLK: 032, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026026	609 N PECOS ST	BLK: 032, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026025	611 N PECOS ST	BLK: 032,N.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026132	0 W TENNESSEE AV	BLK: 049, (40 X 150) ABANDONED ST, ADDN: HOMESTEAD	0.138	COG REALTY LLC		$ 16,880
R000026069	0 N PECOS ST	BLK: 038, N.50 OF SW/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026029	601 N PECOS ST	BLK: 032, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026031	600 N CARRIZO ST	BLK:032, S.75 OF SW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 21,000
R000026066	508 N PECOS ST	BLK: 038, S.75 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 29,530
R000026030	605 N PECOS ST	BLK: 032, N.100 OF SE/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 30,960
R000026070	500 W TENNESSEE AV	BLK: 038, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 39,380
R000057849	0 SAN ANGELO ST	BLK: 033, LOT: S 150 FT OF W/2, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 42,000
R000203803	606 N CARRIZO ST	BLK: 032, LT 001, ADDN: HOMESTEAD, SEC 4, & E 10' OF N CARRIZO ST	0.775	COG REALTY LLC		$ 42,190
R000026112	0 W PECOS ST	BLK: 047, LOT: 001 & N.50 OF 5, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 45,730
R000026134	709 W TENNESSEE AV	BLK: 049, LOT: N/2 OF BLK 49 1/2, ADDN: HOMESTEAD,	0.367	COG REALTY LLC		$ 50,060
R000026113	506 W OHIO AV	BLK: 047, LOTS: 002 THRU 4 & S.10, ADDN: HOMESTEAD, OF LOT 5	0.321	COG REALTY LLC		$ 75,780
R000026126	707 W TENNESSEE AV	BLK: 049, NW/4, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 161,110
R000026115	408 N PECOS ST	BLK: 047, SEC: N25 OF S50 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 226,030
R000026065	510 N PECOS ST	BLK: 038, N/2 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 339,820
R000035383	100 S MAIN ST	BLK: 066, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.241	COG REALTY LLC		$ 1,624,865
R000214253	505 N PECOS ST	BLK:037, LOT 001, ADDN: HOMESTEAD SEC: 11	1.551	COG REALTY LLC		$ 4,310,600
R000035384	102 S MAIN ST	BLK: 066, LOT: 025, ADDN: ORIGINAL TOWN, SEC 15	0.723	COG REALTY LLC		$ 9,330,110
R000218745	0 CARRIZO ST	BLK: 036, LOT: 001, ADDN: HOMESTEAD, SEC: 016	3.287	COG REALTY LLC		$ 26,003,286
R000032446	1101 E FRONT ST	BLK: 014, LOT: 04A, ADDN: MOODY SEC 5	0.555	COMMUNITY CHILDRENS MINISTRY INC	E	$ -
R000026045	717 W LOUISIANA AV	BLK: 034, LOTS: 001 THRU 4, ADDN: HOMESTEAD	0.703	COMMUNITY NATIONAL BANK		$ 721,676
R000214855	811 N MAIN ST	BLK: 002, LOT: 009, ADDN: RICHARDSON ABILENE	0.158	CONCEPCION JOSUE M		$ 222,710
R000203136	511 N FORT WORTH ST	BLK: 002, LOT: 001, ADDN: OLD PUEBLO PARK, SEC 2	0.161	CORDERO BRENDA ELAINE		$ 185,000
R000034960	500 N MINEOLA ST	BLK: 002, LOT: 01A ADDN: ORIGINAL TOWN, SEC 16	0.383	CORNETT RICHARD		$ 345,570
R000035312	0 N COLORADO ST	BLK: 056, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.112	COWDEN MELANIE HOPE		$ 52,290
R000035300	113 E WALL ST	BLK: 053, LOTS: 009 S 17 OF W 75, ADDN: ORIGINAL TOWN, & W 75 OF 10;11 & 12	0.158	COWDEN WRIGHT JR ESTATE		$ 209,010
R000035301	100 N MAIN ST	BLK: 053, LOT: 13A, ADDN: ORIGINAL TOWN, SEC 7	1.01	CRP SCP WALL ST LOFTS OWNER LP		$ 18,747,580
R000025854	706 N BIG SPRING ST	BLK: 011, N.60 OF SW/4 &, ADDN: HOMESTEAD, S.50 OF NW/4	0.354	DAIRY QUEEN #420		$ 158,000
R000051897	801 W MISSOURI AV	BLK: 032, LOT: 001, ADDN: WEST END	0.241	DEHLINGER MARK T		$ 88,410
R000025932	605 N MINEOLA ST	BLK: 021, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	DELAO ALEJANDRO G		$ 262,150
R000041037	807 N MAIN ST	BLK: 002, LOT: 011, ADDN: RICHARDSON ABILENE	0.158	DELCO INVESTMENTS LP		$ 150,810
R000035069	801 E FRONT ST	BLK: 017, ALL LESS 1351 SQ, ADDN: ORIGINAL TOWN	0.179	DIAZ DAVID		$ 31,230
R000017753	800 N MARIENFELD ST	BLK: 018, LOT: 001, ADDN: ELMWOOD SEC 2	0.638	DISCOVERY PLAZA JOINT		$ 992,115
R000034987	505 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	DOMINGUEZ MANUEL A		$ 226,380
R000026075	510 N BIG SPRING ST	BLK: 040, N.75 OF W/2, ADDN: HOMESTEAD	0.241	DOMINION RESERVES LLC		$ 223,600
R000203976	502 N DALLAS ST	BLK: 003, LOT: 007, ADDN: OLD PUEBLO PARK SEC 3	0.106	DUARTE MARIA		$ 147,040
R000026074	500 N MARIENFELD ST	BLK: 039, S.150 OF SW/4, ADDN: HOMESTEAD	0.482	DURHAM LYNN D JR &		$ 373,700
R000026071	505 N BIG SPRING ST	BLK: 039, E/2, ADDN: HOMESTEAD	0.964	DURHAM LYNN D JR &		$ 10,031,715
R000026085	500 N BIG SPRING ST	BLK: 040, S 100 OF SW/4, ADDN: HOMESTEAD	0.321	ELLIS PROPERTIES		$ 131,170
R000109945	705 N WEATHERFORD ST	BLK: 015, LOT: 004, ADDN: HOMESTEAD SEC 3	0.172	ELY GLORIA A		$ 163,690
R000035156	219 N BIG SPRING ST	BLK: 034, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 176,660
R000035159	414 W TEXAS AV	BLK: 034, LOTS: 7-9(W100) &, ADDN: ORIGINAL TOWN, LOTS 10-12	0.964	ENDEAVOR ENERGY RESOURCES LP		$ 3,367,660

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035331	110 N MARIENFELD ST	BLK: 057, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 11,978,465
R000035164		BLK: 035, LOTS: 003 & 4 PT, ADDN: ORIGINAL TOWN, (REAR 17 X 20)	0.008	ENERGAS		$ 1,980
R000035527	125 W MISSOURI AV	BLK: 085, LOTS: 001 THRU 20, ADDN: ORIGINAL TOWN	1.497	ENERTIA TECH CENTER LLC		$ 23,854,184
R000041050	106 W KANSAS AV	BLK: 002, LOT: 024, ADDN: RICHARDSON ABILENE	0.161	ESCAJEDA JACINTO		$ 57,600
R000035022	406 N WEATHERFORD ST	BLK: 011, LOTS: 3(N/3) & 4(S2/3), ADDN: ORIGINAL TOWN	0.482	ESCN INC		$ 42,000
R000035023	410 N WEATHERFORD ST	BLK: 011, LOT: 004 N.50, ADDN: ORIGINAL TOWN	0.161	ESCN INC		$ 76,970
R000109942	711 N WEATHERFORD ST	BLK: 015, LOT: 001, ADDN: HOMESTEAD SEC 3	0.172	ESPINOZA ALBERT VILLA II		$ 166,460
R000041045	914 N LORAINE ST	BLK: 002, LOT: 019, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 39,000
R000041046	916 N LORAINE ST	BLK: 002, LOT: 020, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 86,960
R000217317	0 N CARRIZO ST	E/2 OF BLK: 033, ADDN: HOMESTEAD, SEC : 15	0.965	FIELDS DAVID B		$ 84,030
R000035547	701 W INDIANA AV	BLK: 091, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	FIRST H AND H HOLDINGS LLC		$ 516,020
R000026105	403 N COLORADO ST	BLK: 045, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	FIRST NATIONAL BANK OF STANTON		$ 14,000
R000218596	400 N BIG SPRING ST	BLK: 045, LT: 09A ADDN: HOMESTEAD SEC 14	0.482	FIRST NATL BANK OF STANTON		$ 2,184,703
R000035152	208 N A ST	BLK: 031, LOT: 008, ADDN: ORIGINAL TOWN	0.075	FIRST PRESBYTERIAN	E	$ -
R000035151	201 N A ST	BLK: 031, LOT: 007, ADDN: ORIGINAL TOWN	0.115	FIRST PRESBYTERIAN	E	$ -
R000035153	212 N A ST	BLK: 031, LOTS: 009 THRU 11, ADDN: ORIGINAL TOWN	0.31	FIRST PRESBYTERIAN	E	$ -
R000035150	201 N CARRIZO ST	BLK: 031, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	FIRST PRESBYTERIAN	E	$ -
R000051893	906 W INDIANA AV	BLK: 031, LOTS: 009 & 010, ADDN: WEST END	0.321	FIRST PRESBYTERIAN CHURCH	E	$ -
R000035010	201 E OHIO AV	BLK: 010, LOT: E(47X65) OF S1/3, ADDN: ORIGINAL TOWN	0.07	FIRST UNITED METHODIST CHURCH	E	$ -
R000035011	404 N BAIRD ST	BLK: 010, LOT: 003 N/3, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035007	409 N WEATHERFORD ST	BLK: 010, S/3 OF NE/4, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035009	205 E OHIO AV	BLK: 010, LOT: 3 LESS E 47 X 65, ADDN: ORIGINAL TOWN	0.247	FIRST UNITED METHODIST CHURCH	E	$ -
R000035006	411 N WEATHERFORD ST	BLK: 010, N.100 OF NE/4, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035114	301 N MAIN ST	BLK: 025, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	FIRST UNITED METHODIST CHURCH	E	$ -
R000034997	405 N MAIN ST	BLK: 008, S/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000034995	411 N MAIN ST	BLK: 008, N/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035002	401 N BAIRD ST	BLK: 009, E/2 LESS 48 X 80 IN N/PT, ADDN: ORIGINAL TOWN	0.876	FIRST UNITED METHODIST CHURCH	E	$ -
R000034996	407 N MAIN ST	BLK: 008, M/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035001	413 N BAIRD ST	BLK: 009, 48 X 80 IN N/PT OF E/2, ADDN: ORIGINAL TOWN	0.088	FIRST UNITED METHODIST CHURCH	E	$ -
R000035113	300 N MAIN ST	BLK: 024, LOTS: 001 THRU 12, ADDN: ORIGINAL TOWN	2.066	FIRST UNITED METHODIST CHURCH	E	$ -
R000035557	311 S PECOS ST	BLK: 092, LOT: 007, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH		$ 131,930
R000025859	705 N LORAINE ST	BLK: 012, LOT: 004, ADDN: HOMESTEAD, SEC 9	0.321	FIVE SEVEN PROPERTIES LLC		$ 587,550
R000203971	512 N DALLAS ST	BLK: 003, LOT: 002, ADDN: OLD PUEBLO PARK SEC 3	0.103	FLORES OLIVIA F		$ 144,580
R000025925	606 N TERRELL ST	BLK: 021, M 100 OF W/2, ADDN: HOMESTEAD	0.321	FLORES ROSARIO G EST		$ 163,650
R000035277	125 N FORT WORTH ST	BLK: 051, LOTS: 001 THRU 5, ADDN: ORIGINAL TOWN	0.402	FOSTER BRUCE EVAN		$ 343,040
R000035092	303 N DALLAS ST	BLK: 021, LOT: 005, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035091	305 N DALLAS ST	BLK: 021, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035090	307 N DALLAS ST	BLK: 021, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035094	401 E ILLINOIS AV	BLK: 021, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	FOUNDATION FOR M H M R	E	$ -
R000035089	309 N DALLAS ST	BLK: 021, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	FOUNDATION FOR MENTAL HEALTH	E	$ -
R000035005	410 N MAIN ST	BLK: 009, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	FOUR TEN N MAIN INC		$ 243,940
R000035344	0 W WALL ST	BLK: 059, LOT: 009, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 33,690
R000035347	701 W TEXAS AV	BLK: 060, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.689	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 40,030
R000035341	103 N PECOS ST	BLK: 059, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035343	626 W WALL ST	BLK: 059, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 67,380
R000035342	0 N PECOS ST	BLK: 059, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 103,780
R000035558	301 S PECOS ST	BLK: 092, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.803	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 145,880
R000035335	508 W WALL ST	BLK: 058, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 32,887,265

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035379	115 S COLORADO ST	BLK: 065, LOTS: 013 THRU 18, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN II LP		$ 5,634,060
R000035374	303 W WALL ST	BLK: 064, ALL, ADDN: ORIGINAL TOWN	2.066	FRANKLIN MOUNTAIN PERMIAN II LP		$ 49,693,378
R000035316	110 N BIG SPRING ST	BLK: 056, LOT: 014 W.25 OF N.35, ADDN: ORIGINAL TOWN, & N.35 OF LOT 15	0.06	FRANKLIN MOUNTAIN PERMIAN III LP		$ 13,130
R000035319	305 W TEXAS AV	BLK: 056, LOT: 018, ADDN: ORIGINAL TOWN	0.172	FRANKLIN MOUNTAIN PERMIAN III LP		$ 63,090
R000035317	114 N BIG SPRING ST	BLK: 056, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.344	FRANKLIN MOUNTAIN PERMIAN III LP		$ 123,750
R000035315	310 W WALL ST	BLK: 056, LOT 014 S.115 OF W/2 &, ADDN: ORIGINAL TOWN, LT 15	0.198	FRANKLIN MOUNTAIN PERMIAN III LP		$ 18,493,492
R000035311	115 N COLORADO ST	BLK: 056, LOTS: 003 & 4, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035310	115 N COLORADO ST	BLK: 056, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035313	300 W WALL ST	BLK: 056, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.373	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 81,250
R000035314	306 W WALL ST	BLK: 056, LOTS: 13 & 14(E/2), ADDN: ORIGINAL TOWN, ONE WALL PLAZA	0.258	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 20,450,168
R000025862	110 W LOUISIANA AV	BLK: 013, ALL, ADDN: HOMESTEAD	2.066	FRANKLIN MOUNTAIN PERMIAN V LP		$ 10,685,578
R000203975	504 N DALLAS ST	BLK: 003, LOT: 006, ADDN: OLD PUEBLO PARK SEC 3	0.103	FUENTES MEGAN		$ 138,660
R000035183	217 N MAIN ST	BLK: 037, LOT: 002 S/2, ADDN: ORIGINAL TOWN	0.08	FULCRUM PROPERTIES LLC		$ 181,340
R000035004	406 N MAIN ST	BLK: 009, LOTS: 3(N50) & 4(S50), ADDN: ORIGINAL TOWN	0.321	G T PARTNERS		$ 1,118,457
R000034976	509 N TERRELL ST	BLK: 004, LOT: 001 M.50, ADDN: ORIGINAL TOWN	0.161	GALLARDO MARCUS		$ 213,040
R000032399	400 N LAMESA RD	BLK: 006, LOT: 007, ADDN: MOODY	0.161	GALVAN JUANITA RUBIO		$ 48,070
R000214345	808 N WEATHERFORD ST	BLK:007, LOT: 002, ADDN: HOMESTEAD, SEC 12	0.161	GAMINO STEPHANIE		$ 245,110
R000058244	500 N FORT WORTH ST	BLK: 001, LOT: 007, ADDN: OLD PUEBLO PARK	0.112	GARCIA ADRIAN		$ 182,640
R000035021	301 E OHIO AV	BLK: 011, LOT: 003 W.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	GARCIA CEZAR G		$ 180,280
R000035213	306 E ILLINOIS AV	BLK: 040, LOT: 012 E 55, ADDN: ORIGINAL TOWN	0.063	GARCIA ELEACER		$ 37,980
R000035045	411 N MINEOLA ST	BLK: 014, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.072	GARCIA LUPE V		$ 32,990
R000203802	802 N BAIRD ST	BLK: 008, LOT: 002, ADDN: HOMESTEAD, SEC 4	0.182	GARCIA MARTIN SR		$ 29,730
R000025940	600 N DALLAS ST	BLK: 022, LOT: 007, ADDN: HOMESTEAD	0.161	GARCIA TERESA		$ 14,000
R000035225	0 N DALLAS ST	BLK: 042, LOT: 010, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 14,000
R000035220	203 N TERRELL ST	BLK: 042, LOT: 003, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 15,030
R000035226	500 E ILLINOIS AV	BLK: 042, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 70,260
R000035221	507 E FRONT ST	BLK: 042, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.305	GARZA EDWARD T		$ 149,670
R000035219	205 N TERRELL ST	BLK: 042, LOT: 002, ADDN: ORIGINAL TOWN	0.161	GEORGE VELOZ MNGT LP		$ 14,000
R000034999	406 N LORAINE ST	BLK: 008, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	GGB LEASING LP		$ 19,690
R000035000	410 N LORAINE ST	BLK: 008, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	GGB LEASING LP		$ 206,130
R000034998	106 W OHIO AV	BLK: 008, SW/4, ADDN: ORIGINAL TOWN	0.482	GGB LEASING LP		$ 212,830
R000058264	900 W WALL ST	BLK: 013, LOT; 014, ADDN: WEST END SEC 9	0.515	GLASS-JOHNSON HOSPICE HOUSE INC	E	$ -
R000026087	501 N LORAINE ST	BLK: 041, S.100 OF E/2, ADDN: HOMESTEAD	0.321	GOD'S RAINBOW PROMISES FELLOWSHIP	E	$ -
R000041031	921 N MAIN ST	BLK: 002, LOT: 002, ADDN: RICHARDSON ABILENE	0.158	GOLLIHAR JOHN B		$ 65,390
R000025814	0 N WEATHERFORD ST	BLK: 008, E/2 OF SE/4, ADDN: HOMESTEAD	0.241	GOMEZ ELIAS		$ 35,310
R000203801	800 N BAIRD ST	BLK: 008, LOT: 001 W/2, ADDN: HOMESTEAD SEC 4	0.108	GOMEZ ELIAS		$ 196,240
R000035055	403 N MARSHALL ST	BLK: 015, M.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2B)	0.161	GONZALES DANIEL C		$ 14,000
R000035059	400 N MINEOLA ST	BLK: 015, S.50 SW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 3)	0.161	GONZALES DANIEL C		$ 15,220
R000058246	504 N FORT WORTH ST	BLK: 001, LOT: 009, ADDN: OLD PUEBLO PARK	0.115	GONZALES GEORGE M		$ 183,600
R000035079	308 N TERRELL ST	BLK: 019, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GONZALES SAVINO EST		$ 78,770
R000025929	609 N MINEOLA ST	BLK: 021, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	GONZALEZ LYDIA HUITRON		$ 148,430
R000211388	201 E KANSAS AV	BLK: 008, LOT: 001 E/2 , ADDN: HOMESTEAD SEC 4	0.108	GONZALEZ ROBERTO & NORMA		$ 96,390
R000025933	600 N TERRELL ST	BLK: 021, S.50 OF SW/4, ADDN: HOMESTEAD	0.161	GOOL GARY		$ 76,060
R000035100	305 N FORT WORTH ST	BLK: 022, LOT: 004, ADDN: ORIGINAL TOWN	0.161	GOOL GARY		$ 188,570
R000025993	607 N MARIENFELD ST	BLK: 031, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 14,000
R000025996	0 N MARIENFELD ST	BLK: 031, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 36,750
R000025994	604 N PECOS ST	BLK: 031, S.5 OF W.70 OF, ADDN: HOMESTEAD, NW/4 & N.50 OF SW/4	0.169	GRAHAM BUILDING LLC THE		$ 52,900
R000025995	511 W LOUISIANA AV	BLK: 031, W.70 OF NW/4 LESS S.5, ADDN: HOMESTEAD	0.233	GRAHAM BUILDING LLC THE		$ 53,290
R000025998	602 N PECOS ST	BLK: 031, N.56 OF S.100 OF SW/4, ADDN: HOMESTEAD	0.18	GRAHAM BUILDING LLC THE		$ 53,880
R000025999	600 N PECOS ST	BLK: 031, S.44 OF SW/4, ADDN: HOMESTEAD	0.141	GRAHAM BUILDING LLC THE		$ 54,500

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R000025992	601 N MARIENFELD ST	BLK: 031, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	GRAHAM BUILDING LLC THE		$ 3,723,110
R000014588	700 W LOUISIANA AV	BLK: 001, LOTS: 021 THRU 26, ADDN: COUNTRY CLUB, HEIGHTS	1.207	GREAT WESTERN DRLG		$ 2,127,200
R000025858	710 N COLORADO ST	BLK: 012, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	GRIMES AMY ET AL		$ 184,040
R000052043	707 W INDIANA AV	BLK: 050, LOT: 001, ADDN: WEST END	0.161	GROVER DAVID B		$ 84,670
R000035555	0 S MARIENFELD ST	BLK: 092, LOT: 005, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 19,690
R000035556	504 W KENTUCKY AV	BLK: 092, LOT: 006, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 36,750
R000035057	406 N MINEOLA ST	BLK: 015,N.50 SW/4, ADDN: ORIGINAL TOWN, (AKA W/2 OF N.50 OF, 3 & E/2 OF N.50 OF 3)	0.16	GUAJARDO MARGARITA L		$ 13,940
R000035058	404 N MINEOLA ST	BLK: 015, SW/4(N50 OF S100), ADDN: ORIGINAL TOWN, (AKA N50 S100 OF 3)	0.161	GUAJARDO MARGARITA L		$ 14,000
R000035062	408 N MINEOLA ST	BLK: 015, S.50 NW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 4)	0.161	GUAJARDO MARGARITA L		$ 83,890
R000035074	307 N MINEOLA ST	BLK: 019, LOTS: 003 & 4 E/2, ADDN: ORIGINAL TOWN	0.161	GUERRERO VALERIO		$ 19,010
R000035280	321 E WALL ST	BLK: 051, LOTS: 010 THRU 12 E.100, ADDN: ORIGINAL TOWN, LESS RIGHT OF WAY	0.172	GUZMAN AGAPITO		$ 37,830
R000026096	0 N MAIN ST	BLK: 043, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.20 OF NW/4	0.225	HARTMAN DOYLE		$ 42,260
R000026095	500 N MAIN ST	BLK: 043, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	HARTMAN DOYLE		$ 383,490
R000041043	910 N LORAINE ST	BLK: 002, LOT: 017, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041044	912 N LORAINE ST	BLK: 002, LOT: 018, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041042	814 N LORAINE ST	BLK: 002, LOT: 016, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 66,950
R000035085	523 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) E.90, ADDN: ORIGINAL TOWN	0.207	HATFIELD DEREK W		$ 87,780
R000035086	509 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) W.50, ADDN: ORIGINAL TOWN	0.115	HATFIELD DEREK W		$ 103,270
R000035223	204 N DALLAS ST	BLK: 042, LOT: 008, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000035224	206 N DALLAS ST	BLK: 042, LOT: 009, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000052049	810 W KENTUCKY AV	BLK: 050, LOT: 6(69X126 SW COR), ADDN: WEST END	0.352	HENDERSON VERA P		$ 159,320
R000035076	607 E ILLINOIS AV	BLK: 019, LOTS: 003 THRU 6 W/2, ADDN: ORIGINAL TOWN	0.321	HERB ERNEST		$ 56,000
R000035075	617 E ILLINOIS AV	BLK: 019, LOTS: 005 & 6 E/2, ADDN: ORIGINAL TOWN	0.161	HERB ERNEST		$ 177,910
R000025942	606 N DALLAS ST	BLK: 022, LOT: 009, ADDN: HOMESTEAD	0.161	HEREDIA MARIA		$ 14,000
R000025825	802 N MAIN ST	BLK: 009, LOT: 008, ADDN: HOMESTEAD	0.161	HERNANDEZ AMABELIA		$ 157,320
R000025805	803 N FORT WORTH ST	BLK: 007, S.75 OF N.250 OF E/2, ADDN: HOMESTEAD	0.241	HERNANDEZ CRUZ		$ 125,810
R000025938	603 N TERRELL ST	BLK: 022, LOT: 005, ADDN: HOMESTEAD	0.161	HERNANDEZ EFRAIN		$ 141,010
R000035043	408 N DALLAS ST	BLK: 013, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	HERNANDEZ JERARDO		$ 14,000
R000203972	510 N DALLAS ST	BLK: 003, LOT: 003, ADDN: OLD PUEBLO PARK SEC 3	0.103	HERNANDEZ JOAQUINA		$ 142,090
R000025934	611 N TERRELL ST	BLK: 022, LOT: 001, ADDN: HOMESTEAD	0.161	HERNANDEZ JOHNNY		$ 14,000
R000205485	608 N FORT WORTH ST	BLK: 023, S 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	HERNANDEZ JUAN AND LUZ		$ 185,590
R000041034	911 N MAIN ST	BLK: 002, LOT: 006, ADDN: RICHARDSON ABILENE	0.158	HERRERA FRANCISCO		$ 191,240
R000051889	903 W MISSOURI AV	BLK: 031, LOT: 003, ADDN: WEST END	0.161	HERRMANN KEVIN AND AMANDA		$ 33,690
R000051888	901 W MISSOURI AV	BLK: 031, LOTS: 001 & 2, ADDN: WEST END	0.321	HERRMANN KEVIN AND AMANDA		$ 116,250
R000216162	201 S C ST	BLK: 031, LOT: 013 , ADDN: WEST END, SEC: 22	0.479	HERRMANN KEVIN AND AMANDA		$ 926,010
R000035040	402 N DALLAS ST	BLK: 013, LOT: 003 S.55 OF N.100, ADDN: ORIGINAL TOWN	0.177	HIGGINS JAMEE L		$ 217,610
R000026076	507 N COLORADO ST	BLK: 040, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 14,000
R000026077	511 N COLORADO ST	BLK: 040, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 16,720
R000026082	505 N COLORADO ST	BLK: 040, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 44,710
R000026078	509 N COLORADO ST	BLK: 040, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 64,380
R000025945	600 N FORT WORTH ST	BLK: 023, S.50 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000025953	602 N FORT WORTH ST	BLK: 023, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000035101	0 N FORT WORTH ST	BLK: 022, LOT: 005, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 19,690
R000035103	311 E ILLINOIS AV	BLK: 022, LOT: 006, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 136,040
R000026122	600 W OHIO AV	BLK: 048, ALL, ADDN: HOMESTEAD	2.066	HUGHES DEVELOPMENT LLC		$ 1,176,110
R000035325	401 W TEXAS AV	BLK: 057, LOTS: 1; 2(E90) & 3, ADDN: ORIGINAL TOWN	0.367	INDUSPAD MIDLAND CHARMS LLC		$ 600,000
R000025954	308 E LOUISIANA AV	BLK: 024, E/2 ALL (AKA 1 THRU 6), ADDN: HOMESTEAD	0.964	JACKSON LEILA GHAI		$ 113,830
R000209690	701 N LORAINE ST	BLK: 012, LOT: 003, ADDN: HOMESTEAD, SEC 9	0.347	JAMESON FAMILY PARTNERSHIP LP		$ 30,250
R000035041	404 N DALLAS ST	BLK: 013, N.45 OF SW/4, ADDN: ORIGINAL TOWN	0.145	JARAMILLO JENNIFER		$ 205,620
R000026073	506 N MARIENFELD ST	BLK: 039, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	JKL 20 LP		$ 24,750

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035327	113 N BIG SPRING ST	BLK: 057, LOT: 004 S/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 20,340
R000035326	111 N BIG SPRING ST	BLK: 057, LOT: 004 N/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 116,890
R000035328	400 W WALL ST	BLK: 057, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	JLC LLC		$ 1,269,530
R000025991	501 W LOUISIANA AV	BLK:031, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	JOB RESIDENCES LLC		$ 570,990
R000109947	701 N WEATHERFORD ST	BLK: 015, LOT: 006, ADDN: HOMESTEAD SEC 3	0.172	JOHNSON LAVONDA E		$ 163,470
R000035033	410 N FORT WORTH ST	BLK: 012, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	JOHNSON ROSEMARY E		$ 85,530
R000025958	0 N BAIRD ST	BLK: 025, N/99.48 OF W/2, ADDN: HOMESTEAD	0.32	JONES JERRY		$ 27,850
R000025965	0 N WEATHERFORD ST	BLK: 025, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025964	0 N WEATHERFORD ST	BLK: 025, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025962	607 N WEATHERFORD ST	BLK: 025, S.53 OF NE/4, ADDN: HOMESTEAD	0.17	JONES JERRY L		$ 20,870
R000035139	500 W ILLINOIS AV	BLK: 029, E/2, ADDN: ORIGINAL TOWN	0.964	KAUFMAN KITTRIDGE LP ET AL		$ 28,605,080
R000052048	0 W INDIANA AV	BLK: 050, LOT: 005, ADDN: WEST END	0.193	KEA BUILDERS LLC		$ 33,600
R000052047	713 W INDIANA AV	BLK: 050, LOT: 004, ADDN: WEST END	0.138	KEA BUILDERS LLC		$ 596,020
R000051788	806 W MISSOURI AV	BLK: 015, LOT: 009, ADDN: WEST END	0.161	KIMBROUGH ENGINEERING COMPANY LLC		$ 50,750
R000051789	800 W MISSOURI AV	BLK: 015, LOTS: 010 THRU 12 S.75, ADDN: WEST END	0.258	KIMBROUGH ENGINEERING COMPANY LLC		$ 157,590
R000035367	401 W WALL ST	BLK: 063, LOTS: 001 THRU 3 & 11 &, ADDN: ORIGINAL TOWN, 12 E.35	0.631	KINCO PARTNERS LTD		$ 4,487,380
R000025960	609 N WEATHERFORD ST	BLK: 025, N97 OF NE/4, ADDN: HOMESTEAD	0.312	KMISS LLC		$ 78,810
R000035019	401 N FORT WORTH ST	BLK: 011, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	KMISS LLC		$ 129,960
R000025879	706 N WEATHERFORD ST	BLK: 016, S. 50 OF NW/4 & ALL OF, ADDN: HOMESTEAD, SW/4	0.643	KMISS LLC		$ 228,890
R000035345	619 W TEXAS AV	BLK: 059, LOT: 010 E.86 OF S.40, ADDN: ORIGINAL TOWN, & W.54 OF 10 THRU 12	0.265	L & L AUSTEX LLC		$ 696,030
R000025931	0 N MINEOLA ST	BLK: 021, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	LAABS DAVIS		$ 14,000
R000058248	508 N FORT WORTH ST	BLK: 001, LOT: 011, ADDN: OLD PUEBLO PARK	0.115	LANGSTON RACHEL MACKENZIE		$ 190,590
R000025956	604 N WEATHERFORD ST	BLK: 024, ALL OF SW/4, ADDN: HOMESTEAD	0.482	LARSON HOLDINGS LLC		$ 193,340
R000025868	0 N MAIN ST	BLK: 014, S.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025866	710 N MAIN ST	BLK: 014, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025867	708 N MAIN ST	BLK: 014, N.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,560
R000035035	407 N TERRELL ST	BLK: 013, S/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 55,060
R000035038	405 N TERRELL ST	BLK: 013, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 216,780
R000035034	508 E TENNESSEE AV	BLK: 013, N/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN-GARCIA PARTNERS		$ 21,000
R000025928	607 N MINEOLA ST	BLK: 021, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	LEWIS LOVIE		$ 24,520
R000035044	410 N DALLAS ST	BLK: 013, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	LLENZA CHARLOTTE A		$ 14,000
R000047940	412 N TERRELL ST	BLK: 001, LOT: 001, ADDN: TENNESSEE SEC 1	0.257	LONE STAR FLOORING SERVICES LLC		$ 208,140
R000025976	107 W LOUISIANA AV	BLK: 027, E.70 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	LONG SARAH M		$ 167,800
R000025809	802 N WEATHERFORD ST	BLK: 007, SW/4, ADDN: HOMESTEAD	0.482	LOPEZ ISABELLE TERESA		$ 324,210
R000034978	505 N TERRELL ST	BLK: 004, LOT: 002 N.50, ADDN: ORIGINAL TOWN	0.161	LOPEZ JASMINE F		$ 68,990
R000034957	503 N LAMESA RD	BLK: 002, M.50 OF SE/4 LESS, ADDN: ORIGINAL TOWN, TRI ON E SIDE	0.142	LOPEZ JESSE RODRIGUEZ		$ 12,360
R000034956	0 N LAMESA RD	BLK: 002, W PT OF N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.112	LOPEZ JESSE RODRIGUEZ		$ 13,590
R000034959	501 N MARSHALL ST	BLK 002, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LOPEZ JESSE RODRIGUEZ		$ 21,160
R000035061	410 N MINEOLA ST	BLK: 015, N.100 NW/4, ADDN: ORIGINAL TOWN, (AKA N.100 OF LOT 4)	0.321	LOPEZ REYMUNDO		$ 32,460
R000035188	200 N LORAINE ST	BLK: 037, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	LORAINE AT TEXAS		$ 26,408,990
R000052050	802 W KENTUCKY AV	BLK: 050, LOT: 007, ADDN: WEST END	0.153	LOUIS E INVESMENTS LLC		$ 48,190
R000052051	800 W KENTUCKY AV	BLK: 050, LOT: 008, ADDN: WEST END	0.158	LOUIS E INVESMENTS LLC		$ 49,990
R000052046	711 W INDIANA AV	BLK: 050, LOT: 003, ADDN: WEST END	0.149	LOUIS E INVESMENTS LLC		$ 221,170
R000032444	1109 E FRONT ST	BLK: 014, LOT: 001, 002 & 003 E/2, ADDN: MOODY	0.294	LOZANO OSBALDO		$ 174,260
R000035382	112 S LORAINE ST	BLK: 065, LOTS: 022 THRU 24, ADDN: ORIGINAL TOWN	0.241	LS BRENTWAY LLC		$ 834,620
R000041030	923 N MAIN ST	BLK: 002, LOT: 001, ADDN: RICHARDSON ABILENE	0.158	LUEVANOS JOSE LUIS		$ 78,700
R000224149	405 N FORT WORTH ST	BLK:011, LOT:005, ADDN: ORIGINAL TOWN	0.16	LUPITA HOMES CONSTRUCTION		$ 13,900
R000026079	502 N BIG SPRING ST	BLK: 040, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.75 OF NW/4	0.402	LWM COMMERCIAL PROPERTIES LTD		$ 450,400
R000051901	206 N A ST	BLK: 032, LOT: 004, ADDN: WEST END	0.177	M I S D	E	$ -
R000051900	204 S A ST	BLK: 032, LOT: 003, ADDN: WEST END	0.177	M I S D	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035544	0 S PECOS ST	BLK: 090, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN, MASHBURN BLDG PKLT	0.482	M I S D	E	$ -
R000035545	615 W MISSOURI AV	BLK: 090, LOTS: 007 THRU 12 & PT, ADDN: ORIGINAL TOWN, CARRIZO ST ADJ TO W/SIDE, SCH: ADMINSTRATION BLDG	1.18	M I S D	E	$ -
R000026104	401 N COLORADO ST	BLK: 045, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	M&M PROPERTIES		$ 299,320
R000035039	400 N DALLAS ST	BLK: 013, LOT: 003 S.50, ADDN: ORIGINAL TOWN	0.161	MADRID MARIA GONZALES		$ 67,170
R000025813	811 N WEATHERFORD ST	BLK: 008, N.50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES CATRINA		$ 46,220
R000203113	811 N WEATHERFORD ST	BLK: 008, E/2 OF N50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES ELIZABETH		$ 43,990
R000025817	818 N BAIRD ST	BLK: 008, N.200 OF W/2, ADDN: HOMESTEAD	0.643	MAGALLANES FRANCO		$ 100,250
R000035194	218 N MAIN ST	BLK: 038, LOT: 012 N/2, ADDN: ORIGINAL TOWN (UNIT # A)	0.027	MAIN STREET HOLDINGS AB LLC		$ 194,780
R000025967	605 N BAIRD ST	BLK:026, S.36 OF NE/4, ADDN: HOMESTEAD	0.116	MALDONADO DORA EST		$ 38,830
R000025966	108 E LOUISIANA AV	BLK: 026, N.114 OF NE/4, ADDN: HOMESTEAD	0.366	MALDONADO DORA EST		$ 125,100
R000025969	111 E MICHIGAN AV	BLK:026, SE/4, ADDN: HOMESTEAD	0.482	MALDONADO DORA EST		$ 223,870
R000032396	405 N LEE ST	BLK: 006, LOT: 004, ADDN: MOODY	0.161	MALDONADO JUAN A		$ 48,820
R000014585	718 W LOUISIANA AV	BLK: 001, LOTS: 16(E/2) & 17, ADDN: COUNTRY CLUB, HEIGHTS	0.241	MANULIK MATTHEW C		$ 107,620
R000041049	108 W KANSAS AV	BLK: 002, LOT: 023, ADDN: RICHARDSON ABILENE	0.161	MAROC INDUSTRIES LLC		$ 157,720
R000052044	709 W INDIANA AV	BLK: 050, LOT: 002 E.50, ADDN: WEST END	0.152	MARTIN WATER LABORATORIES INC		$ 167,830
R000052045		BLK: 050, LOT: 002 W.5, ADDN: WEST END	0.015	MARTIN WATER LABORATORIES INC.		$ 2,650
R000035031	406 N FORT WORTH ST	BLK: 012, LOT: 004 S.50, ADDN: ORIGINAL TOWN	0.161	MARTINEZ JAVIER		$ 14,000
R000025803	807 N FORT WORTH ST	BLK: 007, S.50 OF N.125 OF E/2, ADDN: HOMESTEAD	0.161	MARTINEZ JAVIER		$ 58,110
R000035025	406 E TENNESSEE AV	BLK: 012, LOT: 001 W.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ JAVIER		$ 149,310
R000035024	406 E TENNESSEE AV	BLK: 012, LOT: 001 E.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ PETRA		$ 10,500
R000032404	410 N LAMESA RD	BLK: 006, LOT: 012, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 18,940
R000032403	408 N LAMESA RD	BLK: 006, LOT: 011, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 19,750
R000025927	610 N TERRELL ST	BLK: 021, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MASTER MATILDE REYES		$ 24,940
R000051896	900 W INDIANA AV	BLK: 031, LOT: S.42.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.098	MATS MAINTENANCE		$ 57,140
R000025841	700 N MARIENFELD ST	BLK: 010, S.50 OF W/2, ADDN: HOMESTEAD	0.161	MC ANDREW MIKE		$ 197,590
R000052052	705 W KENTUCKY AV	BLK: 051, LOTS: 1-4 & TRI(W/SD), ADDN: WEST END	0.738	MCCONAUGHEY GEORGANNE HURT		$ 273,080
R000035381	120 S LORAINE ST	BLK: 065, LOT: 021, ADDN: ORIGINAL TOWN	0.08	MEADOWS HENRY EDWARD JR ET AL		$ 14,970
R000035380	120 S LORAINE ST	BLK: 065, LOTS: 019 & 20, ADDN: ORIGINAL TOWN	0.161	MEADOWS HENRY EDWARD JR ET AL		$ 50,150
R000014584	724 W LOUISIANA AV	BLK: 001, LOTS: 14 & 15 & 16(W/2), ADDN: COUNTRY CLUB, HEIGHTS	0.402	MEISSNER MARTIN C REVO LIV TR EST		$ 194,540
R000025930	608 N TERRELL ST	BLK: 021, M.50 OF NW/4, ADDN: HOMESTEAD	0.161	MELENDEZ VIRGINIA		$ 160,170
R000034992	504 N WEATHERFORD ST	BLK: 006,N.150 & S.100 OF SW/4, ADDN: ORIGINAL TOWN	0.803	MIDLAND ACADEMY CHARTER SCHOOL	E	$ -
R000026097	500 N BAIRD ST	BLK: 044, ALL, ADDN: HOMESTEAD	2.066	MIDLAND ACADEMY CHARTER SCHOOL INC	E	$ -
R000025963	601 N WEATHERFORD ST	BLK: 025, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND BUSINESS CENTER LLC		$ 19,690
R000025959	600 N BAIRD ST	BLK: 025, S.200.52 OF W/2, ADDN: HOMESTEAD	0.644	MIDLAND BUSINESS CENTER LLC		$ 986,820
R000026068	500 W TENNESSEE AV	BLK: 038, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND CC DEVELOPMENT LLC		$ 56,000
R000026118	405 N MARIENFELD ST	BLK: 047, NE/4, ADDN: HOMESTEAD	0.482	MIDLAND CC DEVELOPMENT LLC		$ 1,235,760
R000035128	310 W ILLINOIS AV	BLK: 027, LOTS: 13A, ADDN: ORIGINAL TOWN, SEC 3	0.448	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000035127	301 N COLORADO ST	BLK: 027, LOTS: 07A, ADDN: ORIGINAL TOWN, SEC 3	0.451	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034954	507 N LAMESA RD	BLK: 002, S.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034953	507 N LAMESA RD	BLK: 002, M.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034968	501 N MINEOLA ST	BLK: 003, LOTS: 005&6 AKA (S 2/3, ADDN: ORIGINAL TOWN, OF SE/4)	0.321	MIDLAND CITY OF	E	$ -
R000035187	0 N MAIN ST	BLK: 037, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000025980	0 N COLORADO ST	BLK: 028, W/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -
R000035276	406 E TEXAS AV	BLK: 050, ALL, ADDN: ORIGINAL TOWN	0.985	MIDLAND CITY OF	E	$ -
R000017754	900 N BIG SPRING ST	BLK: 018, LOT: 002, ADDN: ELMWOOD SEC 2, VOLUNTEER PARK	0.501	MIDLAND CITY OF	E	$ -
R000217757	106 W WALL ST	BLK: 054, LOT:01A ADDN: ORIGINAL TOWN, SEC 14	1.514	MIDLAND CITY OF	E	$ -
R000217756	105 N MAIN ST	BLK: 054, LOT 02A: ADDN: ORIGINAL TOWN, SEC 14,	1.432	MIDLAND CITY OF	E	$ -
R000025979	601 N LORAINE ST	BLK: 028, E/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000217758	200 W WALL ST	BLK: 055, LOT: 001A, ADDN: ORIGINAL TOWN, SEC 14	2.066	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035093	407 E ILLINOIS AV	BLK: 021, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CO REPUBLICAN PARTY		$ 56,890
R000035181	105 W ILLINOIS AV	BLK: 037, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND COMMUNITY COLLEGE DISTRICT	E	$ -
R000034939	611 N LAMESA RD	BLK: 001, LOT: 001, ADDN: ORIGINAL TOWN	0.107	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000185323		COMMON AREA A &,PUBLIC UTILITY EASEMENT,ADDN: OLD PUEBLO PARK	0.837	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035540	208 S MARIENFELD ST	BLK: 089, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035541	0 S PECOS ST	BLK: 089, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000025878	701 N FORT WORTH ST	BLK: 016, E/2, ADDN: HOMESTEAD	0.964	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035176	208 N COLORADO ST	BLK: 036, LOTS: 010 THRU 15 (NORTH, ADDN: ORIGINAL TOWN, PARTS) & 7 O/O LOT 9	0.273	MIDLAND COMMUNITY THEATER	E	$ -
R000025977	605 N MAIN ST	BLK: 027, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025810	801 N FORT WORTH ST	BLK: 007, S.50 OF E/2, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025974	0 N MAIN ST	BLK:027, E/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000026094	514 N MAIN ST	BLK: 043, N.130 OF NW/4, ADDN: HOMESTEAD	0.418	MIDLAND COUNTY	E	$ -
R000185297	0 N BAIRD ST	BLK: 043, N 185.7' OF E/2,ADDN: HOMESTEAD	0.597	MIDLAND COUNTY	E	$ -
R000025971	0 N MAIN ST	BLK: 026, SW/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000025978	601 N MAIN ST	BLK: 027, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035565	200 W FRONT ST	BLK: 095, (51000 SQ FT), ADDN: ORIGINAL TOWN	1.171	MIDLAND COUNTY	E	$ -
R000035197	213 N WEATHERFORD ST	BLK: 039, LOT: 003 & N/2 OF LOT 4, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000052206	800 W FRONT ST	BLK: 67 1/2, LOT: ALL, ADDN: WEST END	0.2	MIDLAND COUNTY	E	$ -
R000026088	509 N LORAINE ST	BLK: 041, N.100 OF E/2, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035529	301 W MISSOURI AV	BLK: 087, LOTS: 1-5(LESS E/2), ADDN: ORIGINAL TOWN, OF 87 PLUS	0.964	MIDLAND COUNTY	E	$ -
R000035190	200 N MAIN ST	BLK: 038, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000026092	500 N LORAINE ST	BLK: 042, ALL, ADDN: HOMESTEAD	2.066	MIDLAND COUNTY	E	$ -
R000025989	0 N COLORADO ST	BLK: 029, S.175 OF E/2, ADDN: HOMESTEAD	0.562	MIDLAND COUNTY		$ 110,260
R000035168	210 N BIG SPRING ST	BLK: 035, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	MIDLAND DEVELOPMENT CORP	E	$ -
R000211781	211 N COLORADO ST	BLK: 035, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 8	0.635	MIDLAND DEVELOPMENT CORP	E	$ -
R000035166	304 W TEXAS AV	BLK: 035, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND DEVELOPMENT CORP	E	$ -
R000035209	303 E TEXAS AV	BLK: 040, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	MIDLAND HABITAT FOR HUMANITY	E	$ -
R000035207	205 N FORT WORTH ST	BLK: 040, LOT: 004, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035206	207 N FORT WORTH ST	BLK: 040, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035204	312 E ILLINOIS AV	BLK: 040, LOT: 001 & 002, ADDN: ORIGINAL TOWN	0.321	MIDLAND YACHT CLUB LLC		$ 162,350
R000035178	214 N COLORADO ST	BLK: 036, LOT: 017 S/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035179	216 N COLORADO ST	BLK: 036, LOT: 017 N/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035177	212 N COLORADO ST	BLK: 036, LOT: 016, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035180	220 N COLORADO ST	BLK: 036, LOT: 018, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035172	207 N LORAINE ST	BLK: 036, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035171	209 N LORAINE ST	BLK: 036, LOT: 002, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035170	211 N LORAINE ST	BLK: 036, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 25,270
R000035173	200 W TEXAS AV	BLK: 036, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.149	MIDLAND YUCCA REALTY INC		$ 30,860
R000035174	206 W TEXAS AV	BLK: 036, LOTS: 006 THRU 8 & E.18, ADDN: ORIGINAL TOWN, OF LOT 9	0.278	MIDLAND YUCCA REALTY INC		$ 58,580
R000035175	212 W TEXAS AV	BLK: 036, LOT: 009 W.7 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 10 THRU 15 LESS N.PT	0.195	MIDLAND YUCCA REALTY INC		$ 3,429,494

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035330	106 N MARIENFELD ST	BLK: 057, LOT: 009, ADDN: ORIGINAL TOWN	0.161	MIDLANDMC LLC		$ 88,500
R000025837	0 N MARIENFELD ST	BLK: 010, S.50 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025833	710 N MARIENFELD ST	BLK: 010, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025846	0 N MARIENFELD ST	BLK: 010, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 19,690
R000025842	0 N MARIENFELD ST	BLK: 010, M.100 OF W/2, ADDN: HOMESTEAD	0.321	MIDPAR LTD		$ 39,380
R000026001	0 N MARIENFELD ST	BLK: 31A, LOT: 001A, ADDN: HOMESTEAD SEC 6	1.536	MIDPAR LTD		$ 83,640
R000025990	600 N MARIENFELD ST	BLK: 030, ALL, ADDN: HOMESTEAD	2.066	MIDPAR LTD		$ 34,470,266
R000035324	405 W TEXAS AV	BLK: 057, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	MILLER ROBERT REECE		$ 29,060
R000035680		BLK: 112 .06 AC TR N.,SIDE OF FRONT & PECOS,ADDN: ORIGINAL TOWN	0.064	MISSOURI PACIFIC RR CO		$ 5,550
R000035548	610 W KENTUCKY AV	BLK: 091, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.504	MJL CORP		$ 204,200
R000214854	901 N MAIN ST	BLK: 002, LOT: 008, ADDN: RICHARDSON ABILENE	0.158	MOCTEZUMA NICOLAS		$ 220,870
R000034970	500 N TERRELL ST	BLK: 003, SW/4 LESS S.75, ADDN: ORIGINAL TOWN	0.241	MONARREZ LAURA G		$ 138,760
R000025819	809 N BAIRD ST	BLK: 009, N.75 OF NE/4, ADDN: HOMESTEAD, (AKA 1 & N/2 OF 2)	0.241	MONTOYA ARMIDA		$ 98,820
R000026120	403 N MARIENFELD ST	BLK: 047, N.70 OF SE/4, ADDN: HOMESTEAD	0.225	MOORE WAYNE AND JO ANN	E	$ -
R000214344	810 N WEATHERFORD ST	BLK:007, LOT: 001 ADDN: HOMESTEAD, SEC 12	0.162	MORALES CESAR GUADALUPE		$ 241,970
R000017947	805 N LORAINE ST	BLK: 001, LOT: 003 E.115, ADDN: ESTES	0.132	MORALES EDUARDO ET AL		$ 242,880
R000025829	806 N MAIN ST	BLK: 009, LOT: 10(S50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE A		$ 175,450
R000025830	808 N MAIN ST	BLK: 009, LOT: 11(M50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE ANTONIO		$ 24,080
R000109946	703 N WEATHERFORD ST	BLK: 015, LOT: 005, ADDN: HOMESTEAD SEC 3	0.172	MORIN DANIEL ANTHONY		$ 163,470
R000025944	500 E LOUISIANA AV	BLK: 022, LOTS: 010;011 & 012, ADDN: HOMESTEAD	0.482	MR PROPERTY HOLDINGS LLC		$ 488,150
R000035378	223 W WALL ST	BLK: 065, LOT: 009 W.24.25 & ALL, ADDN: ORIGINAL TOWN, OF LOTS 10 THRU 12	0.296	MT223 LLC		$ 8,866,995
R000211116	400 N FORT WORTH ST	BLK: 012, LOT: 003 S.68, ADDN: ORIGINAL TOWN	0.219	MUNOZ PEDRO		$ 44,530
R000035030	400 N FORT WORTH ST	BLK: 012, LOT: 003 N.82, ADDN: ORIGINAL TOWN	0.263	MUNOZ PEDRO		$ 182,650
R000017667	600 W LOUISIANA AV	BLK: 001, LOT: 018, ADDN: ELMWOOD SEC 4	2.15	MY COMMUNITY FEDERAL CREDIT UNION		$ 2,500,000
R000109950	704 N BAIRD ST	BLK: 015, LOT: 009, ADDN: HOMESTEAD SEC 3	0.172	NAJERA AGAPITO JR		$ 155,360
R000035003	400 N MAIN ST	BLK: 009, S.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	NAVIGATOR OIL & MINERALS INC		$ 166,560
R000051770	908 W WALL ST	BLK: 013, LOT: 7(S96) & 8(W46), ADDN: WEST END, LOT 8(LESS N47 OF W23)	0.236	NELSON ROY E		$ 163,170
R000034979	515 E TENNESSEE AV	BLK: 004, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	NLA LIVING TRUST		$ 113,930
R000035284	300 E TEXAS AV	BLK: 051, LOTS: 018 THRU 24, ADDN: ORIGINAL TOWN	0.562	NNN REIT LP		$ 285,500
R000035120	310 N COLORADO ST	BLK: 026, LOT: 011, ADDN: ORIGINAL TOWN	0.161	NOLLEY CAMILA O		$ 870,130
R000218744	504 N A ST	BLK: 035, LOT: 001 , ADDN: HOMESTEAD, SEC 16	1.33	NORTH A & TENNESSEE	E	$ -
R000035012	408 N BAIRD ST	BLK: 010, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035013	410 N BAIRD ST	BLK: 010, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035193	212 N MAIN ST	BLK: 038, LOTS: 10(N/2) & 11, ADDN: ORIGINAL TOWN	0.241	NORTH MAIN LLC		$ 626,210
R000035133	400 W ILLINOIS AV	BLK: 028, LOT: 003 S/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 4 THRU 6	0.562	NORTH WATERFRONT-TEXAS LLC		$ 21,527,274
R000026111	410 W OHIO AV	BLK: 046, SW/4, ADDN: HOMESTEAD	0.482	O NEILL LEASING CO		$ 1,313,124
R000025822	801 N BAIRD ST	BLK: 009, LOT: 005 W/2 & ALL OF 6, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 60,050
R000025821	805 N BAIRD ST	BLK: 009, LOT: 004 & N/2 OF LOT 5, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 62,840
R000017945	202 W KANSAS AV	BLK: 001, LOT: 001 & 2 LESS W.69, ADDN: ESTES	0.229	OCHOA VICTOR R		$ 205,320
R000026067	0 N MARIENFELD ST	BLK: 038, N/3 OF SE/4, ADDN: HOMESTEAD	0.161	OGX REAL ESTATE LLC		$ 19,690
R000026109	400 N MARIENFELD ST	BLK: 046, NW/4, ADDN: HOMESTEAD	0.482	OGX REAL ESTATE LLC		$ 1,240,930
R000035282	301 E WALL ST	BLK: 051, LOTS: 013 THRU 15 W.75, ADDN: ORIGINAL TOWN	0.129	OK CARIOCA LLC		$ 98,640
R000058243	501 N DALLAS ST	BLK: 001, LOT: 006, ADDN: OLD PUEBLO PARK	0.112	OLIVAREZ NOEMI		$ 185,420
R000025869	701 N BAIRD ST	BLK:014, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS MARTINA L		$ 96,370
R000025865	707 N BAIRD ST	BLK: 014, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 14,000
R000025871	703 N BAIRD ST	BLK 014, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 49,250
R000025870	705 N BAIRD ST	BLK: 014, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 57,370
R000041040	810 N LORAINE ST	BLK: 002, LOT: 014, ADDN: RICHARDSON ABILENE	0.158	ONTIVEROS SEVERIANA		$ 74,160
R000109944	707 N WEATHERFORD ST	BLK: 015, LOT: 003, ADDN: HOMESTEAD SEC 3	0.172	OUDEMS LATOYA DENISE		$ 187,250
R000025950	601 N DALLAS ST	BLK: 023, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	PACHECO SANDRA C		$ 182,290

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035131		BLK: 027, LOTS: 023 & 24, ADDN: ORIGINAL TOWN	0.161	PACHUCO LLC		$ 31,000
R000035130	316 N BIG SPRING ST	BLK: 027, LOT: 022, ADDN: ORIGINAL TOWN	0.08	PACHUCO LLC		$ 93,980
R000035216	401 E TEXAS AV	BLK: 041, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	PATEL MOHANBHAI BALUBHAI ET AL		$ 115,548
R000034967	503 N MINEOLA ST	BLK: 003, LOT: 4(AKA N/3 OF SE/4), ADDN: ORIGINAL TOWN	0.161	PATILLO ARTHUR ETAL		$ 14,000
R000035119	308 N COLORADO ST	BLK: 026, LOT: 008 N/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.402	PEGASUS BUILDING MNGT LLC		$ 668,150
R000109951	706 N BAIRD ST	BLK: 015, LOT: 010, ADDN: HOMESTEAD SEC 3	0.172	PEREZ NOEMI N		$ 157,940
R000051902	208 S A ST	BLK: 032, LOT: S 59.5 OF E/2, ADDN: WEST END	0.191	PERMIAN BASIN OFFICE PRODUCTS INC		$ 239,800
R000035186	203 N MAIN ST	BLK: 037, LOT: 005, ADDN: ORIGINAL TOWN	0.161	PERMIAN BASIN PUBLIC TELECOM INC	E	$ -
R000035346	617 W TEXAS AV	BLK: 059, LOT: 010 N.10 OF E.86, ADDN: ORIGINAL TOWN, & E 86 OF 11 & 12	0.217	PERMIAN COURT REPORTERS INC		$ 45,530
R000035338	605 W TEXAS AV	BLK: 059, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	PERMIAN COURT REPORTERS INC		$ 64,140
R000035135	306 N MARIENFELD ST	BLK: 028, LOT: 010 S/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035136	306 N MARIENFELD ST	BLK: 028, LOT: 010 N/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035137	308 N MARIENFELD ST	BLK: 028, LOT: 011, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 19,730
R000035138	310 N MARIENFELD ST	BLK: 028, LOT: 012, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 75,890
R000035132	311 N BIG SPRING ST	BLK: 028, LOTS: 001 & 2 & N/2 OF 3, ADDN: ORIGINAL TOWN	0.402	PERMIAN RESOURCES CORPORATION LLC		$ 1,612,420
R000035134	300 N MARIENFELD ST	BLK: 028, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	PERMIAN RESOURCES CORPORATION LLC		$ 19,948,339
R000035364	510 W MISSOURI AV	BLK: 062, LOT: 007 & S.20 OF 8, ADDN: ORIGINAL TOWN	0.225	PETROLEUM CLUB OF MIDLAND		$ 37,360
R000035365	107 S PECOS ST	BLK: 062, LOT: 008 N.30 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.418	PETROLEUM CLUB OF MIDLAND		$ 113,750
R000035362	501 W WALL ST	BLK: 062, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND		$ 1,458,980
R000035363	106 S MARIENFELD ST	BLK: 062, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND INC		$ 250,430
R000058240	507 N DALLAS ST	BLK: 001, LOT: 003, ADDN: OLD PUBELO PARK	0.115	PINA LAURA		$ 175,960
R000035348	702 W WALL ST	BLK: 060, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.275	POPS STATION LLC		$ 126,600
R000203138	507 N FORT WORTH ST	BLK: 002, LOT: 003, ADDN: OLD PUEBLO PARK, SEC 2	0.161	PRIETO PEDRO		$ 187,300
R000017755	805 N BIG SPRING ST	BLK: 018, LOT: 003, ADDN: ELMWOOD SEC 2	0.402	PROSPERITY BANK		$ 136,690
R000026103	405 N COLORADO ST	BLK: 045, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 14,000
R000026099	407 N COLORADO ST	BLK: 045, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 43,800
R000026102	406 N BIG SPRING ST	BLK: 045, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 1,478,796
R000035278	105 N FORT WORTH ST	BLK: 051, LOTS: 006 THRU 9, ADDN: ORIGINAL TOWN	0.321	QUADRIGA INVESTMENTS INC		$ 121,990
R000025812	809 N WEATHERFORD ST	BLK: 008, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	QUAIN JACK ROBERT		$ 77,570
R000058242	503 N DALLAS ST	BLK: 001, LOT: 005, ADDN: OLD PUEBLO PARK	0.115	QUEZADA DAVID		$ 180,550
R000025831	810 N MAIN ST	BLK: 009, LOT: 12(N50 OF NW/4), ADDN: HOMESTEAD	0.161	RAMOS MARK		$ 14,000
R000203973	508 N DALLAS ST	BLK: 003, LOT: 004, ADDN: OLD PUEBLO PARK SEC 3	0.103	RAY ELLA L		$ 141,170
R000026035	709 W LOUISIANA AV	BLK: 033, LOT: N 150 FT OF W/2, ADDN: HOMESTEAD	0.482	REESE DEBBIE P		$ 495,690
R000051771	102 N C ST	BLK: 013, LOTS: 7(N47)& 8(NW47X23), ADDN: WEST END	0.079	REFLECTION MINISTRIES OF TEXAS INC		$ 50,610
R000035169		BLK: 036 EAST-WEST &,NORTH-SOUTH ALLEYS,ADDN: ORIGINAL TOWN	0.207	RENAISSANCE WEST JOINT		$ 25,310
R000220096	0 E KENTUCKY AV	BLK: 110, LOT 01A, ADDN: ORIGINAL TOWN, SEC: 19	2.038	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000034973	510 N TERRELL ST	BLK: 003, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS		$ 101,770
R000034972	508 N TERRELL ST	BLK: 003, S.50 OF N 100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS ETAL		$ 70,610
R000025808	806 N WEATHERFORD ST	BLK:007, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	REYES MATILDE		$ 157,900
R000034971	506 N TERRELL ST	BLK: 003, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES MATILDE ETAL		$ 90,480
R000025936	607 N TERRELL ST	BLK: 022, LOT: 003, ADDN: HOMESTEAD	0.161	REYES MIQUELA		$ 98,510
R000109943	709 N WEATHERFORD ST	BLK: 015, LOT: 002, ADDN: HOMESTEAD SEC 3	0.172	REYES RAUL B		$ 165,000
R000041039	808 N LORAINE ST	BLK: 002, LOT: 013, ADDN: RICHARDSON ABILENE	0.142	REYES RITO RICARDO		$ 139,050
R000035125	315 N COLORADO ST	BLK: 027, LOT: 005, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 68,650
R000035124	317 N COLORADO ST	BLK: 027, LOT: 004, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 96,120
R000035126	313 N COLORADO ST	BLK: 027, LOT: 006, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 100,720
R000035562	0 S BIG SPRING ST	BLK: 093, LOT: 006, ADDN: ORIGINAL TOWN	0.126	RIMT PROPERTY LP		$ 26,650
R000035560	0 S BIG SPRING ST	BLK: 093, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	RIMT PROPERTY LP		$ 28,880

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035563	0 S MARIENFELD ST	BLK: 093, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	RIMT PROPERTY LP		$ 39,380
R000035561	0 S BIG SPRING ST	BLK: 093, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.253	RIMT PROPERTY LP		$ 52,940
R000035564	405 W INDIANA AV	BLK: 093, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	RIMT PROPERTY LP		$ 57,750
R000035559	0 S BIG SPRING ST	BLK: 093, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.379	RIMT PROPERTY LP		$ 79,410
R000035121	312 N COLORADO ST	BLK: 026, LOT: 012, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 19,690
R000035123	319 N COLORADO ST	BLK: 027, LOTS: 002 & 3, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 176,430
R000026091	0 W MICHIGAN AV	BLK: 041, N.60 OF W/2, ADDN: HOMESTEAD	0.193	RNCS PROPERTY AND SERVICES LLC		$ 44,260
R000216335	505 N LORAINE ST	BLK: 041, LOT: 001 , ADDN: HOMESTEAD, 13TH	0.321	RNCS PROPERTY AND SERVICES LLC		$ 1,016,120
R000026064	507 N MARIENFELD ST	BLK: 038, NE/4, ADDN: HOMESTEAD	0.482	ROBINSON BUILDING LLC		$ 2,881,081
R000034980	501 E TENNESSEE AV	BLK: 004, W.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 10,500
R000034981	505 E TENNESSEE AV	BLK: 004, E.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 77,890
R000035196	209 N WEATHERFORD ST	BLK: 039, LOT: 001 & 2, ADDN: ORIGINAL TOWN	0.321	ROCK HOUSE RESIDENTIAL PROP LTD		$ 39,380
R000035214	300 E ILLINOIS AV	BLK: 040, LOT: 012 W 85, ADDN: ORIGINAL TOWN	0.098	RODEA MARTIN T		$ 45,790
R000041052	803 N MAIN ST	Lot: 002, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 002, ADDN: ATRIUM	0.149	RODRIGUEZ ANDREA E		$ 150,060
R000032394	409 N LEE ST	BLK: 006, LOT: 002, ADDN: MOODY	0.161	RODRIGUEZ CATARINA NICOLE		$ 236,700
R000035072	311 N MINEOLA ST	BLK: 019, LOT: 001, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 29,910
R000035073	309 N MINEOLA ST	BLK: 019, LOT: 002, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 191,880
R000035029	401 N DALLAS ST	BLK: 012, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE EST		$ 49,300
R000025832	709 N BIG SPRING ST	BLK: 010, LOT: NE/4, ADDN: HOMESTEAD	0.482	ROSE HOLDINGS LTD		$ 203,910
R000051787	808 W MISSOURI AV	BLK: 015, LOT: 008, ADDN: WEST END	0.161	ROYS NANCY		$ 111,180
R000051892	908 W INDIANA AV	BLK: 031, LOTS: 007 & 8, ADDN: WEST END	0.321	RSVS LLC		$ 218,800
R000026046	600 N A ST	BLK: 034, LOT: 005 & W/2 OF LOT 6, ADDN: HOMESTEAD	0.186	RUBIO JONATHAN J		$ 79,870
R000035026	411 N DALLAS ST	BLK: 012, LOT: 001 E/2, ADDN: ORIGINAL TOWN	0.241	RUIZ PEDRO		$ 21,000
R000035050	406 N TERRELL ST	BLK: 014, LOT: 004 SOUTH PART &, ADDN: ORIGINAL TOWN, NW/CORNER LOT 3	0.166	RUIZ RAFAEL E		$ 49,230
R000035051	410 N TERRELL ST	BLK: 014, LOT: 004 NORTH PART, ADDN: ORIGINAL TOWN	0.132	RUIZ RAFAEL E		$ 66,810
R000035032	408 N FORT WORTH ST	BLK: 012, S.50 OF N.100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	RUTLEDGE MELYSSA		$ 100,850
R000026098	409 N COLORADO ST	BLK: 045, S/2 OF NE/4 LESS S.50, ADDN: HOMESTEAD	0.08	S B W CORPORATION		$ 7,880
R000026100	411 N COLORADO ST	BLK: 045, N/2 OF NE/4, ADDN: HOMESTEAD	0.241	S B W CORPORATION		$ 23,750
R000203137	509 N FORT WORTH ST	BLK: 002, LOT: 002, ADDN: OLD PUEBLO PARK, SEC 2	0.161	SAENZ JESSICA MADRID		$ 187,300
R000058249	510 N FORT WORTH ST	BLK: 001, LOT: 012, ADDN: OLD PUEBLO PARK	0.112	SAENZ LEROY		$ 186,740
R000203974	506 N DALLAS ST	BLK: 003, LOT: 005, ADDN: OLD PUEBLO PARK SEC 3	0.103	SAIZ ERNESTO		$ 142,090
R000203970	514 N DALLAS ST	BLK: 003, LOT: 001, ADDN: OLD PUEBLO PARK SEC 3	0.13	SALCIDO FRANCISCO		$ 230,240
R000034989	501 N FORT WORTH ST	BLK: 06, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 14,000
R000034988	503 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 60,910
R000032402	406 N LAMESA RD	BLK: 006, LOT: 010, ADDN: MOODY	0.161	SANCHEZ JUAN		$ 14,000
R000032401	404 N LAMESA RD	BLK: 006, LOT: 009 LESS 350, ADDN: MOODY	0.153	SANCHEZ JUAN		$ 50,840
R000032400	402 N LAMESA RD	BLK: 006, LOT: 008 LESS 644, ADDN: MOODY	0.146	SANCHEZ JUAN J		$ 12,710
R000052056	710 W WASHINGTON AV	BLK: 051, LOTS: 5 THRU 7, ADDN: WEST END	0.513	SANCHEZ OSCAR O		$ 203,000
R000041033	913 N MAIN ST	BLK: 002, LOT: 005, ADDN: RICHARDSON ABILENE	0.158	SANCHEZ VELASCO MIGUEL A		$ 252,560
R000025946	603 N DALLAS ST	BLK: 023, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	SANDATE OSCAR MENCHACA		$ 215,950
R000035208	317 E TEXAS AV	BLK: 040, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	SCHMID 5 HOLDINGS LLC		$ 124,820
R000051784	0 W WALL ST	BLK: 015, LOT: 003 W.20 & ALL OF, ADDN: WEST END, LOT 4	0.225	SCYTHIAN LTD		$ 71,050
R000051785	0 W WALL ST	BLK: 015, LOTS: 005 & 6, ADDN: WEST END	0.321	SCYTHIAN LTD		$ 103,780
R000051783	801 W WALL ST	BLK: 015, LOTS: 001 & 2 & E.30 OF, ADDN: WEST END, LOT 3	0.418	SCYTHIAN LTD		$ 194,850
R000035659	401 S MARIENFELD ST	BLK: 109, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 6	1.408	SHH ENTERPRISES LLC		$ 2,047,190
R000051772	902 W WALL ST	BLK: 013, LOT: 013, ADDN: WEST END SEC 9	0.153	SHULL HAROLD		$ 77,240
R000026117	509 W TENNESSEE AV	BLK: 047, E.48 OF W.94 OF, ADDN: HOMESTEAD, N.100 OF NW/4	0.11	SIGNAL MARIENFELD LLC		$ 9,600
R000026116	0 W TENNESSEE AV	BLK: 047, W.46 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.106	SIGNAL MARIENFELD LLC		$ 24,900
R000035008	401 N WEATHERFORD ST	BLK: 010, LOT: 002, ADDN: ORIGINAL TOWN	0.482	SIGNAL WEATHERFORD LLC		$ 139,740
R000035552	310 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 S/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 53,510

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035551	306 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 N/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 94,740
R000215329	400 S PECOS ST	BLK: 111, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 13	0.449	SIMS LARRY D		$ 218,700
R000025984	604 N BIG SPRING ST	BLK: 029, S.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 17,200
R000025982	0 N BIG SPRING ST	BLK: 029, N.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 234,490
R000025968	608 N MAIN ST	BLK:026, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	SIX O EIGHT N MAIN		$ 1,078,297
R000025863	711 N BAIRD ST	BLK: 014, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNIE D		$ 14,000
R000025864	709 N BAIRD ST	BLK: 014, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNY D		$ 14,000
R000051790	106 S A ST	BLK: 015, LOTS: 010 THRU 12 N.65, ADDN: WEST END	0.224	SOSA ONE LLC		$ 145,280
R000035351	103 S A ST	BLK: 060 1/2, LOTS: 002;3 & 4, ADDN: ORIGINAL TOWN	0.218	SOSA ONE LLC		$ 160,550
R000051895	204 S B ST	BLK: 031, LOT: N 97.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.224	SOUTH JK LLC		$ 155,050
R000035539	0 N MARIENFELD ST	BLK: 089, LOT: 004, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035538	0 N MARIENFELD ST	BLK: 089, LOT: 003, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035537	0 N MARIENFELD ST	BLK: 089, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	SOUTHWESTERN BELL TELEPHONE CO		$ 39,380
R000026119	507 W TENNESSEE AV	BLK: 047, E.46 OF N.100 OF, ADDN: HOMESTEAD	0.106	SPENCER GREGORY S		$ 215,490
R000035105	301 E ILLINOIS AV	BLK: 022, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	STACKING STONES LLC		$ 143,740
R000051792	908 W MISSOURI AV	BLK: 016, LOTS: 007 & 8 S/2, ADDN: WEST END	0.161	STAGG 901 LTD		$ 50,750
R000051793		BLK: 016, LOTS: 007 & 8 N/2 & ALL, ADDN: WEST END, OF LOTS 9 THRU 12	0.803	STAGG 901 LTD		$ 253,750
R000051791	901 W WALL ST	BLK: 016, LOTS: 001 THRU 6, ADDN: WEST END	0.964	STAGG 901 LTD		$ 6,406,495
R000035375	201 W WALL ST	BLK: 065, LOTS: 001 & 2 & E.23.5, ADDN: ORIGINAL TOWN, OF LOT 3	0.219	STAGG INVESTMENT III LTD		$ 7,486,443
R000035376	203 W WALL ST	BLK: 065, LOTS: 3(W1.5); 4-6 &, ADDN: ORIGINAL TOWN, LOT 7(E24.25)	0.301	STAGG INVESTMENT III LTD		$ 11,988,486
R000025804	805 N FORT WORTH ST	BLK: 007, N.50 OF S.125 OF N.250, ADDN: HOMESTEAD, OF E/2	0.161	STATHAKOS NIKCOAL		$ 93,500
R000058247	506 N FORT WORTH ST	BLK: 001, LOT: 010, ADDN: OLD PUEBLO PARK	0.115	STENSON JACE		$ 175,720
R000035554	302 S MARIENFELD ST	BLK: 092, LOTS: 002 THRU 4, ADDN: ORIGINAL TOWN	0.482	STROOPE BEVERLY MAXCINE		$ 244,920
R000025955	606 N WEATHERFORD ST	BLK: 024, NW/4, ADDN: HOMESTEAD	0.482	SWEET COMMERCIAL PROPERTIES LLC		$ 565,900
R000025975	600 N LORAINE ST	BLK: 027, S.200 OF W/2, ADDN: HOMESTEAD	0.643	T J J C K LLC		$ 410,490
R000025855	700 N BIG SPRING ST	BLK: 011, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	TAING HANG KHEANG		$ 135,940
R000035155	500 W TEXAS AV	BLKS: 032 & 33, ALL, ADDN: ORIGINAL TOWN	4.684	TALL CITY TOWERS LLC		$ 95,808,384
R000025935	609 N TERRELL ST	BLK: 022, LOT: 002, ADDN: HOMESTEAD, (AKA S.50 N.100 OF E/2)	0.161	TARANGO SAMUEL EST		$ 46,870
R000025827	804 N MAIN ST	BLK: 009, LOT: 009, ADDN: HOMESTEAD	0.161	TEAL JUDY A		$ 151,290
R000035339	601 W TEXAS AV	BLK: 059, LOTS: 001 & 2 E.90, ADDN: ORIGINAL TOWN	0.207	TEJAS AVENUE LLC		$ 416,370
R000035015	411 N FORT WORTH ST	BLK: 011, N.95 OF NE/4 LESS W 50, ADDN: ORIGINAL TOWN	0.196	TENNON HATTIE		$ 72,900
R000035016	306 E TENNESSEE AV	BLK: 011, W.50 OF N.95 OF NE/4, ADDN: ORIGINAL TOWN	0.109	TENNON HATTIE		$ 81,590
R000035108	308 N WEATHERFORD ST	BLK: 022, LOT: 011 S.25, ADDN: ORIGINAL TOWN	0.08	TEXAS ARMS OF LOVE INC	E	$ -
R000035106	304 N WEATHERFORD ST	BLK: 022, LOT: 009, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035109	310 N WEATHERFORD ST	BLK: 022, LOTS: 11(N25) & 12(S5), ADDN: ORIGINAL TOWN	0.096	TEXAS ARMS OF LOVE INC	E	$ -
R000035107	306 N WEATHERFORD ST	BLK: 022, LOT: 010, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035217	204 N FORT WORTH ST	BLK: 041, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	TEXAS ARMS OF LOVE INC		$ 35,000
R000035070	711 E FRONT ST	BLK: 018, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.62	TEXAS BROTHERS LLC		$ 156,190
R000035071	703 E FRONT ST	BLK: 018, LOTS: 005 THRU 10, ADDN: ORIGINAL TOWN	0.912	TEXAS BROTHERS LLC		$ 637,670
R000035149	0 N CARRIZO ST	BLK: 031, LOT: 002, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000035148	211 N CARRIZO ST	BLK: 031, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000051904	808 W INDIANA AV	BLK: 032, LOT: 5 & 6 S.160.1 OF W/2, ADDN: WEST END	0.515	TEXLAND 1031 HOLDINGS LLC		$ 634,880
R000035014	412 N BAIRD ST	BLK: 010, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	THB BRENTWAY LLC		$ 36,750
R000035546	300 S PECOS ST	BLK: 091, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	THB BRENTWAY LLC		$ 77,830
R000035283	108 N WEATHERFORD ST	BLK: 051, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.161	THE OLD WAREHOUSE LLC		$ 57,730
R000035028	403 N DALLAS ST	BLK: 012, N.100 OF SE/4, ADDN: ORIGINAL TOWN	0.321	THRIFTY STORAGE INC		$ 116,090
R000225624	0 E ILLINOIS AV	BLK: 023, LOT: 013, ADDN: ORIGINAL TOWN SEC 24	0.97	THRIVING UNITED INC		$ 479,040
R000035111	201 E ILLINOIS AV	BLK: 023, LOTS: 7-12, ADDN: ORIGINAL TOWN	1.01	THRIVING UNITED INC		$ 1,692,380
R000035182	219 N MAIN ST	BLK: 037, LOT: 002 N/2, ADDN: ORIGINAL TOWN	0.08	THUNDERBOLT PETROLEUM COMPANY LLC		$ 118,140
R000058245	502 N FORT WORTH ST	BLK: 001, LOT: 008, ADDN: OLD PUEBLO PARK	0.115	TIJERINA ROSA LINDA		$ 177,630

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035118	218 W ILLINOIS AV	BLK: 026, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	TIN KEY 218 LLC		$ 393,560
R000035191	206 N MAIN ST	BLK: 038, LOT: 008 N/2 & S.9 OF 9, ADDN: ORIGINAL TOWN	0.109	TITLE TECHNOLOGIES INC		$ 279,640
R000032393	411 N LEE ST	BLK: 006, LOT: 001, ADDN: MOODY	0.161	TORRES GILBERTO ANTONIO		$ 242,520
R000034974	500 N TERRELL ST	BLK: 003, S.75 OF SW/4, ADDN: ORIGINAL TOWN	0.241	TOVAR EMILIO &		$ 81,110
R000035553	300 S MARIENFELD ST	BLK: 092, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TRINITY RHEMA INTERNATIONAL CHURCH		$ 36,750
R000035157	400 W TEXAS AV	BLK: 034, LOTS: 004 & N/2 OF 005, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 279,243
R000203779	400 W TEXAS AV	BLK: 034, LTS:005(S/2) & ALL OF 006, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 7,507,459
R000034990	500 N WEATHERFORD ST	BLK 006, .50 OF SW/4, ADDN: ORIGINAL TOWN	0.161	TYLER REAL ESTATE LLC		$ 14,000
R000026080	501 N COLORADO ST	BLK: 040, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	TYNER REAL ESTATE LLC		$ 64,450
R000035289	0 N WEATHERFORD ST	BLK: 052, LOT: 008, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035287	0 N WEATHERFORD ST	BLK: 052, LOT: 004, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035286	0 N WEATHERFORD ST	BLK: 052, LOT: 003, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035292	0 N BAIRD ST	BLK: 052, LOTS: 017 & 18, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035285	0 N WEATHERFORD ST	BLK: 052, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035288	0 N WEATHERFORD ST	BLK: 052, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.241	UNITED STATES OF	E	$ -
R000035291	0 N BAIRD ST	BLK: 052, LOTS: 013 THRU 16, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035290	0 N WEATHERFORD ST	BLK: 052, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035293	0 N BAIRD ST	BLK: 052, LOTS: 019 THRU 24, ADDN: ORIGINAL TOWN	0.482	UNITED STATES OF	E	$ -
R000035386	100 E WALL ST	BLKS: 67;68;, 69 & 84, ADDN: ORIGINAL TOWN	5.125	UNITED STATES OF	E	$ -
R000025948	607 N DALLAS ST	BLK: 023, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	URBINA JOSUE &		$ 188,140
R000035037	403 N TERRELL ST	BLK: 013, M.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTHURO		$ 30,280
R000035036	401 N TERRELL ST	BLK: 013, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTURO		$ 24,140
R000035054	405 N MARSHALL ST	BLK: 015, N.50 SE/4 (AKA 2A), ADDN: ORIGINAL TOWN, & S.50 NE/4 (AKA 1C)	0.321	VALLIN OSCAR		$ 28,000
R000035053	409 N MARSHALL ST	BLK: 015, M.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1B)	0.161	VALLIN OSCAR M		$ 14,000
R000035052	411 N MARSHALL ST	BLK: 015, N.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1A)	0.161	VALLIN OSCAR M		$ 14,000
R000035129	312 N BIG SPRING ST	BLK: 027, LOTS: 019 THRU 21, ADDN: ORIGINAL TOWN	0.241	VANDERGRIFF BUILDING MANAGEMENT LLC		$ 326,020
R000034964	509 N MINEOLA ST	BLK: 003, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VARELA JUAN V &		$ 79,910
R000035042	406 N DALLAS ST	BLK: 013, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	VARELA MARCO		$ 60,180
R000025882	710 N WEATHERFORD ST	BLK: 016, N.100 OF W/2, ADDN: HOMESTEAD	0.321	VASQUEZ MARIO		$ 238,910
R000025941	604 N DALLAS ST	BLK: 022, LOT: 008, ADDN: HOMESTEAD	0.161	VEGA RICARDO		$ 186,580
R000035084	305 N TERRELL ST	BLK: 020, LOT: 004, ADDN: ORIGINAL TOWN	0.161	VELA JOE		$ 15,730
R000035218	508 E ILLINOIS AV	BLK: 042, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VELOZ GEORGE MANAGEMENT LP		$ 134,700
R000034977	507 N TERRELL ST	BLK: 004, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.161	VERASTEGUI FRANCISCO JAVIER		$ 14,000
R000041047	922 N LORAINE ST	BLK: 002, LOT: 021, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 13,800
R000041048	924 N LORAINE ST	BLK: 002, LOT: 022, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 63,080
R000025820	807 N BAIRD ST	BLK: 009, LOT: 002 S/2 & ALL OF 3, ADDN: HOMESTEAD	0.241	WALKER THEDIS		$ 50,500
R000035349	703 W WALL ST	BLK: 060 1/2, LOT: 001 & N.30 OF LOT, ADDN: ORIGINAL TOWN, 2 & 10X80 OF CARRIZO ST	0.127	WALL ST COCINA LLC		$ 121,150
R000035356	606 W MISSOURI AV	BLK: 061, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	WALL ST JOINT VENTURE		$ 333,470
R000035385	117 W WALL ST	BLK: 066, LOTS: 013 THRU 24, ADDN: ORIGINAL TOWN	0.964	WALL STREET		$ 13,760,378
R000035359	106 S CARRIZO ST	BLK: 061, LOT: 009, ADDN: ORIGINAL TOWN	0.161	WALL STREET JOINT		$ 28,620
R000226416	621 W WALL ST	BLK: 061, LOTS: 013, ADDN: ORIGINAL TOWN	0.345	WALL STREET JOINT		$ 204,450
R000026047	712 W MICHIGAN AV	BLK: 034, LOT: 006 E/2 & ALL OF 7, ADDN: HOMESTEAD	0.382	WALTON TRENT A		$ 650,850
R000026133	0 W TENNESSEE AV	BLK: 049, (40 X 65) ABANDONED ST, ADDN: HOMESTEAD	0.06	WE INCORPORATED	E	$ -
R000026123	0 N CARRIZO ST	BLK: 049, 40 X 85 ADJACENT TO SW/4, ADDN: HOMESTEAD	0.078	WE INCORPORATED	E	$ -
R000026131	404 SAN ANGELO ST	BLK: 049, N.65 OF W/2 OF SW/4, ADDN: HOMESTEAD	0.104	WE INCORPORATED	E	$ -
R000026135	712 W OHIO AV	BLK: 049, LOT: S/2 OF BLK 49 1/2, ADDN: HOMESTEAD, & 40 X150 ABANDONED ST	0.237	WE INCORPORATED	E	$ -
R000026129	706 W OHIO AV	BLK: 049, E.70 OF SW/4, ADDN: HOMESTEAD	0.241	WE INCORPORATED	E	$ -
R000041041	812 N LORAINE ST	BLK: 002, LOT: 015, ADDN: RICHARDSON ABILENE	0.158	WHITE MARIA		$ 54,430
R000025856	711 N LORAINE ST	BLK: 012, N.91 OF NE/4, ADDN: HOMESTEAD	0.292	WHITE STAR ENERGY INC		$ 25,480
R000035372	415 W WALL ST	BLK: 063, LOTS: 010;11&W.105 OF 12, ADDN: ORIGINAL TOWN	0.402	WILCO BUILDING PARTNER		$ 19,187,708

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000109953	710 N BAIRD ST	BLK: 015, LOT: 012, ADDN: HOMESTEAD SEC 3	0.172	WILEY JOE W		$ 155,360
R000058241	505 N DALLAS ST	BLK: 001, LOT: 004, ADDN: OLD PUEBLO PARK	0.115	WILLIAMS DEBRA B		$ 192,550
R000026101	412 N BIG SPRING ST	BLK: 045, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	WRANGLER MITX 130311 PORTFOLIO OWNER LLC		$ 155,060
R000214218	610 N BIG SPRING ST	BLK:029, LT 05A, ADDN: HOMESTEAD, SEC 10	0.349	WSE REALTY LLC		$ 791,780
R000219719	706 N COLORADO ST	BLK: 012, LOT: 01A, ADDN: HOMESTEAD SEC 17	0.722	WSE REALTY LLC		$ 1,977,920
R000035195	216 N MAIN ST	BLK: 038, LOT: 012 S/2, ADDN: ORIGINAL TOWN	0.08	WSJV LLC		$ 165,620
R000017990	907 WHITAKER ST	BLK: 006, LOT: 013, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017991	909 WHITAKER ST	BLK: 006, LOT: 014, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017992	0 WHITAKER ST	BLK: 006, LOT: 015, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017993	1005 WHITAKER ST	BLK: 006, LOT: 016, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017994	1007 WHITAKER ST	BLK: 006, LOT: 017, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017995	1009 WHITAKER ST	BLK: 006, LOT: 018, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017948	802 WHITAKER ST	BLK: 001, LOT: 003 4 & 5 W 50, ADDN: ESTES	0.172	Y M C A	E	$ -
R000226306	800 N BIG SPRING ST	BLK: 019, LOT: 002A, ADDN: ELMWOOD SEC 3	7.47	Y M C A	E	$ -
R000035377	211 W WALL ST	BLK: 065, LOT: 008, +9 IN ALL OF L OF 007 & 009, ADDN: ORIGINAL TOWN	0.079	YEI ACQUISITION LLC		$ 176,560
R000041051	805 N MAIN ST	Lot: 001, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 001, ADDN: ATRIUM	0.149	YHARTE BELINDA		$ 152,120
R000025951	605 N DALLAS ST	BLK: 023, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	YOUNG ANDRE		$ 183,950
R000017952	807 N LORAINE ST	BLK: 001, LOT: 004 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017953	0 LORAINE ST	BLK: 001, LOT: 005 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017996	1011 WHITAKER ST	BLK: 006, LOT: 019, ADDN: ESTES	0.143	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017997	1013 WHITAKER ST	BLK: 006, LOT: 020 & STRIP 15, ADDN: ESTES, WIDE N OF LOT 20	0.187	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017955	808 WHITAKER ST	BLK: 001, LOT: 006 & 7 W/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017971	1017 WHITAKER ST	BLK: 005, LOT: 1A, ADDN: SPW ESTES, SEC 2	0.445	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017954	811 N LORAINE ST	BLK: 001, LOT: 006 & 7 E/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTION ASSO	E	$ -
R000035081	311 N TERRELL ST	BLK: 020, LOT: 001, ADDN: ORIGINAL TOWN	0.161	ZARATE ERBY		$ 98,560
R000025926	602 N TERRELL ST	BLK: 021,M.50 OF SW/4, ADDN: HOMESTEAD	0.161	ZARATE SANDY ETAL		$ 45,220
R000041053	801 N MAIN ST	Lot: 003, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 003, ADDN: ATRIUM	0.178	ZUBIA LINDA HINOJOS		$ 182,620
R000025823	800 N MAIN ST	BLK: 009, LOT: 007, ADDN: HOMESTEAD	0.161	ZUBIA RICARDO		$ 155,190