

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: City Development

AGENDA DATE: May 27, 2014

CONTACT PERSON NAME AND PHONE NUMBER: Memo Sotomayor 915-541-4583

DISTRICT(S) AFFECTED: 8

SUBJECT:

That the City Manager be authorized to sign a Temporary Right of Entry between the CITY OF EL PASO and JOEL EHLER, the owner of the property located at 1673 Rim Road, for the right to enter and use a portion of the City's parkland property commonly known as Billy Rodgers Arroyo Park for the construction of certain improvements on the grantee's private property until August 31, 2014 in consideration of grantee's landscaping plan and other restoration work for a portion of the park, and to execute any necessary documents to accomplish the intent of this Resolution.

BACKGROUND / DISCUSSION:

The private residences share a border with this little sliver of a park. Any attempt at making improvements to the property line requires access to the park on the rear of the properties. The slope of the topography of the terrain makes it much more feasible to approach the improvements from the rear of the property, also known as the Billy Rodgers Arroyo. Furthermore, there is a need for restoration of the virgin, desert landscape of an area around this property. The homeowner and his architect will restore and remediate this area per the directions and scope required by Parks and Recreation Departmental staff.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? No.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?


This item does not require any City funding.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:


(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

CITY CLERK DEPT.

2014 MAY 28 AM 9:01

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Temporary Right of Entry between the CITY OF EL PASO and JOEL EHLER, the owner of the property located at 1673 Rim Road, for the right to enter and use a portion of the City's parkland property commonly known as Billy Rodgers Arroyo Park for the construction of certain improvements on the grantee's private property until August 31, 2014 in consideration of grantee's landscaping plan and other restoration work for a portion of the park, and to execute any necessary documents to accomplish the intent of this Resolution.

ADOPTED this _____ day of _____, 2014.

CITY OF EL PASO

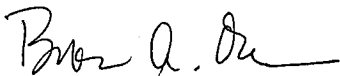
ATTEST:

Oscar Leeser
Mayor

Richarda D. Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Bertha A. Ontiveros
Senior Assistant City Attorney

Cary Westin, Director
Economic and International Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

TEMPORARY RIGHT OF ENTRY

This Temporary Right of Entry is granted on this ____ day of _____, 2014, by the CITY OF EL PASO ("GRANTOR") to JOEL EHLER ("GRANTEE").

WHEREAS, GRANTOR owns and controls that certain property dedicated as a city park known as Billy Rogers Arroyo Park ("Park Property"); and

WHEREAS, on or about February 12, 2014, GRANTEE through its contractor entered the Park Property without the GRANTOR'S knowledge or consent to access GRANTEE's property for use as a staging area and to perform certain construction as further described herein on the Adjacent Parcel; and

WHEREAS, GRANTEE has requested that GRANTOR grant a temporary right of entry to on the City Property as described in Section 1 herein for GRANTEE's access to and use as a staging area and to perform certain construction as further described herein on the Adjacent Parcel; and

WHEREAS, GRANTOR consents to and approves of this entry onto the City Property by GRANTEE and its contractors and subcontractors, subject to the provisions noted herein, in order to complete the Work.

NOW THEREFORE, KNOW ALL BY THESE PRESENTS that GRANTOR, as the lawful owner or the lawful owner with control of the Park Property, which includes the City Property described more fully in **ATTACHMENT 1**, which is attached hereto and incorporated herein for all purposes, for and in consideration of the restoration services to be performed on the City Property as further described herein in lieu of payment of monetary consideration, the sufficiency of which is hereby acknowledged, hereby grants a temporary right of entry upon, over, and through the City Property described in **ATTACHMENT 1** as necessary to complete the Work.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by the parties that:

1. Access to the portion of the Park Property, further depicted in **ATTACHMENT 1** as the "Temporary Access Area" and a portion of the Park Property along the roadway within an existing utility easement area further depicted in **ATTACHMENT 1** as the "Utility Easement Area", shall be granted solely to allow GRANTEE access within the Utility Easement Area and the use of the Temporary Access Area as a staging area and to perform certain construction work on the Adjacent Parcel. The Temporary Access Area and Utility Easement Area are collectively referred to herein as the "City Property." Specifically, the construction work shall consist of the construction of a retaining wall on



the Adjacent Parcel, to provide structural stability for the backyard improvements (the "Work") on the adjacent parcel owned by GRANTEE and located at 1673 Rim Road, El Paso, Texas 79902 ("Adjacent Parcel"), subject to the plans approved and appropriate permits issued by the City Development Department.

2. No construction or excavation on City Property is permitted through this instrument, except for the restoration of the City Property as set forth herein. GRANTEE shall bear all costs and expenses associated with the work contemplated herein. All related work to be performed on the City Property shall be completed in a good, workmanlike manner and in accordance with all applicable federal, state, and local laws, rules, and regulations. GRANTEE shall obtain all applicable permits required for the completion of the Work contemplated herein.
3. After the work is completed, as Consideration for the grant of the right to enter the City Property, GRANTEE shall perform certain work to restore the City Property, to the condition described herein. All Construction work shall be performed by a Licensed Irrigator registered in the State of Texas. Construction drawings to for a viable design that will restore the area that was damaged to its original state will be prepared by a Texas Licensed and Registered Landscape Architect and will be submitted to the City Parks and Recreation Department for review and acceptance. GRANTEE shall obtain all permits, including any City construction permit and required inspections to ensure compliance with all applicable laws. All restoration work will be coordinated with and inspected by Parks and Recreation Department and General Services Department, Parks Maintenance.

Said restoration work shall include, but not be limited to:

- a) Restoring the flow path that runs through the temporary access road. Add rocks to help stabilize the flow path to mediate future erosion concerns of the now-cleared flow path; and
- b) Replacing vegetation cleared for the temporary access road to match the existing vegetation density on the adjacent lots, including, but not limited to: Creosote, Cactus, and Sagebrush (photos relating to types of restoration are attached hereto as ATTACHMENT 2).
- c) The closure of any holes and replacement of any excavated dirt or other material;
- d) Install 2 cartons of DriWater Carton as recommended by manufacturer for 1 gallon shrubs, and 3 cartons equally spaced in triangular pattern and opposite each other for 5 gallon shrubs, and 8 Extended Tube and GelPac equally spaced in triangular pattern and opposite each other for 24 inch box trees. Reinstall 3 months after initial installation.



Following completion of the Work, GRANTEE shall obtain a certificate of occupancy and GRANTOR'S inspection and acceptance of the completed restoration work. Immediately thereafter, GRANTEE and its contractors shall remove all equipment the City Property and any and all construction debris will be cleaned, removed, hauled-off and disposed in accordance with applicable law.

In addition, GRANTEE shall restore the City Property to substantially the same condition as found prior to commencement of said work, normal wear and tear excepted, and shall immediately remove its equipment or other equipment from the City Property. Said restoration shall include, but not be limited to, the closure of any holes and replacement of any excavated dirt or other material.

Further, all work shall be completed in a manner to ensure that no damage shall be done to the City Property. Should any damage occur, GRANTEE shall be fully responsible for the repair of such damage.

3. The GRANTEE shall provide a Landscape Bond for the in the amount of \$5,000, in a form acceptable to the City, to secure the performance of the restoration of the City Property as set forth herein. The bond may be provided by the GRANTEE's contractor.
4. Except for the temporary rights expressly granted by execution of this instrument and reasonable access, and/or ingress and egress to the property, GRANTOR does not convey any other right, title, or interest in the City Property herein.
5. Unless extended by written instrument signed by GRANTOR, the rights granted herein shall expire on August 31, 2014, without regard to whether the referenced related work has begun or been completed but may be extended by the City Manager for a period not to exceed an additional thirty (30) days. However, this Temporary Right of Entry may be extended or amended in writing, upon execution of both parties.
6. INSURANCE. GRANTEE agrees to provide the following insurance:

GRANTEE shall provide comprehensive general liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per person, and One Million and No/100 Dollars (\$1,000,000.00) for two (2) or more persons in any one accident, and, in addition, shall provide property damage liability insurance in a minimum sum of One Million and No/100 Dollars (\$1,000,000.00) for property damage growing out of any one accident or other cause.

GRANTEE shall name the City as an additional insured on the policy of general liability insurance referenced above. Such insurance shall provide coverage for any alleged acts or omissions of the GRANTEE, its agents, employees or independent contractors, alleged or asserted by any individual, in connection with the performance of this Agreement. GRANTEE shall maintain said insurance with a solvent insurance company authorized to

do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees or the GRANTEE, its officers, agents, servants or employees. The GRANTEE shall require that its contractor provide such insurance coverage as set forth herein, including a certificate of insurance naming the City of El Paso as an additional insured.

This Temporary Right of Entry shall not be executed by the City until the GRANTEE submits a copy of the policy or certificate of liability insurance showing proof of the required insurance to the Real Estate Manager, Economic and International Development Department, to be approved by the City Attorney. Such policy or certificate shall provide that the insurance cannot be canceled or the amount of coverage changed without ten (10) days prior written notice to the City. Failure to keep the policy in full force and effect throughout the term of the Temporary Right of Entry shall be grounds for cancellation of this Temporary Right of Entry.

7. **GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT, OR MANAGEMENT OF GRANTEE'S ACTIVITIES ON THE CITY PROPERTY FROM THE DATE GRANTEE OR ITS CONTRACTORS INITIALLY ENTERED THE CITY PROPERTY, WITH OR WITHOUT GRANTOR'S CONSENT, OR FROM ANY BREACH ON THE PART OF GRANTEE OF ANY TERMS OF THIS TEMPORARY RIGHT OF ENTRY, OR FROM ANY ACT OR NEGLIGENCE OF GRANTEE, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, INVITEES, OR LICENSEES IN OR ABOUT THE CITY PROPERTY INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF GRANTOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST GRANTOR BY REASON OF ANY SUCH CLAIM, GRANTEE, UPON NOTICE FROM GRANTOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO GRANTOR**
8. GRANTEE understands and agrees that in the event any federal or state regulatory agency assesses a civil penalty against the GRANTOR for any violation of applicable regulations, and such civil penalty shall be imposed as a result of any act or failure to act on the part of the GRANTEE, its agents, contractors, subcontractors, employees, invitees, or licensees, GRANTEE will immediately reimburse the GRANTOR in the amount of the civil penalty assessed.
9. In completing the referenced work, GRANTEE has represented it will use contractors and subcontractors. GRANTEE shall require that its contractors and subcontractors



comply with the terms of this Right of Entry, including providing the insurance certificates as set forth in Section 6. In the event that additional contractors or subcontractors are deemed necessary by GRANTEE, GRANTEE shall provide written notice to the City Development Director of the need for such additional contractor or subcontractor.

10. This instrument shall be governed, construed, and enforced in accordance with the laws of the State of Texas. Any controversy arising out of or connected with this Agreement or the underlying work shall be instituted and maintained in the courts of the State of Texas, County of El Paso.
11. Nothing in this Temporary Right of Entry shall be construed as creating the relationship of employer and employee or agent between any of the parties named herein.
12. GRANTOR, by granting this Temporary Right of Entry, does not warrant or represent that any permission for any real property interest, use in the City Property, or other right shall be granted to GRANTEE. This instrument merely grants a temporary right of entry for the sole purpose of accessing the Adjacent Parcel and performing the Work. The Parties expressly understand and agree that the granting of any related easement or other such rights shall require the execution of additional instruments and/or proper legal actions.
13. All notices to be given under this Temporary Right of Entry shall be delivered by hand or given by certified or registered mail, receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

GRANTOR: CITY OF EL PASO
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

GRANTEE: Joel Ehler
1673 Rim Road
El Paso, Texas 79902

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown on the return receipt for delivery, rejection, or undeliverable. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to the other in the manner set forth in this paragraph.

14. GRANTEE shall not assign, sublet, sell, convey, or transfer all or any part of this Temporary Right of Entry in any way without the prior written consent of GRANTOR. Any attempt to transfer or assign without the prior written consent of GRANTOR shall be void and may result in the termination of this instrument.



(Signatures follow on next page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2014

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 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 GOLD KEY INSURANCE #2 6006 N MESA ST STE 326 EL PASO TX 79912-4656	CONTACT NAME: MARY PHONE (A/C, No, Ext): (915) 581-7039 E-MAIL ADDRESS: maryv@goldkeyins.com	FAX (A/C, No): (915) 581-7176
	INSURER(S) AFFORDING COVERAGE	
INSURED JAVIER ALVAREZ ASSOCIATES INC ALVAREZ JAVIER AND RAMONA 3028 PIEDMONT DR EL PASO TX 79902-2145	INSURER A :	
	INSURER B : ATLANTIC CASUALTYINS CO	
	INSURER C : INTERNATIONAL FIDELITY INS CO	
	INSURER D : CNA SURETY	
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			L086803134	06/10/2013	06/10/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	250.00						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	BLANKET CONSTRUCTION			0570927	01/09/2014	01/09/2015	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GENERAL CONTRACTOR: THE CERTIFICATE HOLDER IS ALSO NAMED AS AN ADDITIONAL INDSURED ON THE GENERAL LIABILITY

C LANDSCAPING BOND	62033808	05/19/2014 / 05/19/2015	5,000
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CERTIFICATE HOLDER CITY OF EL PASO 811 TEXAS EL PASO TX 79901	CANCELLATION 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 MVELASCO
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Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Landscaping City of el paso

bond with bond number 62033808

for JAVIER ALVAREZ ASSOCIATES INC

as Principal in the penalty amount not to exceed: \$ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 19th day of May,
2014.

ATTEST

L. Nelson

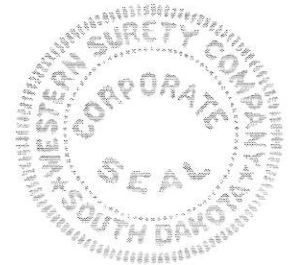
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 19th day of May, 2014, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires August 11, 2016

S. Petrik

Notary Public





Effective Date: May 14th, 2014

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 62033808

That we, JAVIER ALVAREZ ASSOCIATES INC

of EL PASO, State of Texas, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of
Texas, as Surety, are held and firmly bound unto the

City of el paso, State of Texas, as Obligee, in the penal
sum of Five Thousand and 00/100 DOLLARS (\$5,000.00),
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed Landscaping
by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect until
May 14th, 2015, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative.

Dated this 19th day of May, 2014.

JAVIER ALVAREZ ASSOCIATES INC Principal


Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 19th day of May, 2014, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



S. Petrik
Notary Public — South Dakota

My Commission Expires August 11, 2016

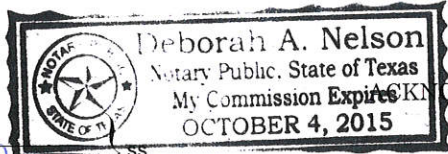
ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, known to me to be the individual _____ described in and who executed the foregoing instrument and acknowledged to me that _____ he _____ executed the same.

My commission expires _____

Notary Public



STATE OF TEXAS }
COUNTY OF EL PASO } ss

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

On this 19 day of MAY, 2014, before me personally appeared JAVIER ALVAREZ, who acknowledged himself/herself to be the PRINCIPAL of JAVIER ALVAREZ ASSOCIATES, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires OCT. 4, 2015

Deborah A. Nelson
Notary Public

Western Surety Company

License or Permit No. _____

LICENSE AND PERMIT BOND
As _____

of _____

State of _____

Name of Applicant _____

Address _____

Filed _____

Approved this _____ day of _____



HOMEOWNERS POLICY PACKET

EFFECTIVE: 05-15-14 TO: 07-24-14

JOEL M EHLER
MAJ USA RET
1673 RIM RD
EL PASO TX 79902-2209

USAA 01196 10 66 93A

IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

- 1) Go to usaa.com to view policy coverages and home features.

This is not a bill. Any premium charge or return for this policy will be reflected on your next regular monthly statement.

To receive this document and others electronically or view your policy summary online, go to usaa.com.

For U.S. Calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

HQCS1

49709-0406

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9800 Fredericksburg Road - San Antonio, Texas 78288

AMENDED DECLARATIONS PAGE - EFFECTIVE 05/15/14

Named Insured and Residence Premises

Policy Number

JOEL M EHLER AND PATRICIA L EHLER

USAA 01196 10 66 93A

1673 RIM RD
EL PASO, EL PASO, TX 79902-2209

Policy Period From: 07/24/13 To: 07/24/14
(12:01 A.M. standard time at location of the residence premises)

SECTION I - COVERAGES AND AMOUNTS OF INSURANCE	
COVERAGE A - DWELLING PROTECTION	\$612,000
COVERAGE B - OTHER STRUCTURES PROTECTION	\$153,000
COVERAGE C - PERSONAL PROPERTY PROTECTION	\$459,000
COVERAGE D - LOSS OF USE PROTECTION (UP TO 12 MONTHS)	\$122,400
SECTION II - COVERAGES AND LIMITS OF LIABILITY	
Personal Liability - Each Occurrence	\$1,000,000
Medical Payments to Others	\$5,000
DEDUCTIBLES (Applies to SECTION I Coverages ONLY)	
We cover only that part of the loss over the deductible stated.	
WIND AND HAIL	\$6,120 (1%)
ALL OTHER PERILS	\$6,120 (1%)
POLICY PREMIUM for Section I and Section II Coverages Above	\$1,525.80
CREDITS AND DISCOUNTS (Included in policy premium above.)	\$1,099.29 CR
Details on the following page. (If applicable)	
OTHER COVERAGES AND ENDORSEMENTS	\$29.66
Forms and Endorsements are printed on the following page.	
STATE SURCHARGES AND TAXES (Shown below if applicable)	
SURCHARGES ARE PRINTED ON THE FOLLOWING PAGE.	\$3.43
TOTAL POLICY PREMIUM	
Including Credits, Discounts, Optional Coverages, Endorsements, State Surcharges and Taxes	
	\$1,558.89
TOTAL PRORATED CHARGE	\$4.43
PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL. STATEMENT TO FOLLOW.	

FIRST MORTGAGEE:

CORNERSTONE HOME LENDING INC
ITS SUCCESSORS AND/OR ASSIGNS, ATIMA
C/O CENTRAL LOAN ADMINISTRATION & REPORTING
PO BOX 202028, FLORENCE, SC 29502-2028

LOAN NR 0055354005

In witness whereof, this policy is signed on 05/14/14

Laura Bishop
President, USAA Reciprocal Attorney-in-Fact, Inc.

REFER TO YOUR POLICY FOR OTHER COVERAGES, LIMITS AND EXCLUSIONS.



UNITED SERVICES AUTOMOBILE ASSOCIATION
AMENDED DECLARATIONS PAGE - EFFECTIVE

05/15/14

Policy Number
USAA 01196 10 66 93A

Policy Term: 07/24/13
Inception

07/24/14
Expiration

ADDITIONAL INSUREDS

CITY OF EL PASO

POLICY AND ENDORSEMENTS THAT ARE PART OF YOUR CONTRACT WITH US.

REMAIN IN EFFECT (Refer to prior Policy Packet(s) for documents not attached.):

QR3TX	(07-08)	QUICK REFERENCE-SPECIAL FORM	
HO-3RTX	(07-08)	HOMEOWNERS SPECIAL FORM	
HO-ACPTX	(07-12)	AMENDMENT TO CONTRACT PROVISIONS	
HO-SLS3TX	(07-12)	SPECIAL LOSS SETTLEMENT	
HO-TX	(05-10)	TEXAS SPECIAL PROVISIONS	
HO-125TX	(07-08)	HOME PROTECTOR	
HO-208TX	(07-12)	WATER BACKUP OR SUMP PUMP OVERFLOW	
HO-728TX	(07-12)	REPLACEMENT COST COVERAGE	
HO-141TX	(07-08)	WATER DAMAGE COVERAGE	\$29.66

ADDED:
HO-41TX (08-09) ADDITIONAL INSURED

YOUR PREMIUM HAS BEEN REDUCED BY THE FOLLOWING CREDITS AND DISCOUNTS:

AUTO AND HOME COMBINATION DISCOUNT	\$172.83 CR
HOME AGE DISCOUNT	\$854.36 CR
PROTECTIVE DEVICE CREDIT	\$72.10 CR

\$239.98 INCLUDED IN PREMIUM AS A RESULT OF YOUR PROPERTY CLAIMS.

SPECIFICALLY LISTED BELOW ARE SURCHARGES.

TX VOLUNTEER FIRE FUND ASSESSMENT	\$3.43
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REASON(S) FOR CHANGE:

CHANGE PERSONAL LIABILITY LIMIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Texas

Since the person or organization shown in this endorsement meets our requirements, this endorsement forms a part of the policy.

The definition of "insured" in this policy includes the person or organization named in this endorsement with respect to the coverages indicated below:

- SECTION I (Location designated only)
Coverage A – Dwelling Protection and Coverage B – Other Structures Protection.
- Coverage C – Personal Property Protection applies only when the additional insured shown below is a resident of the "member's" household.
- SECTION II (Location designated only)
Coverage E – Personal Liability and Coverage F – Medical Payment to Others but only with respect to the designated location shown in this endorsement.
- SECTION II Coverage E – Personal Liability and Coverage F – Medical Payments to Others.

This coverage does not apply to "bodily injury" to any employee arising out of or in the course of the employee's employment by the person or organization named in this endorsement.

The person or organization named in this endorsement is not responsible for the payment of any premiums. Any premiums returned and any dividend we may declare will be paid to the "member".

The "member" is authorized to act for the person or organization shown in this endorsement in all matters pertaining to this insurance.

This endorsement is added at the request of the "member". Coverage under this endorsement does not grant membership or associate membership or grant or imply eligibility for membership or associate membership.

If this policy is canceled or not renewed by us, the person or organization shown in this endorsement will be notified at least 10 days before the date cancellation or nonrenewal takes effect. This cancellation notice will be delivered or mailed to the address shown on this endorsement.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to this endorsement.

Name and Address of Person or Organization:

Interest: CITY/MUNICIPALITY

CITY OF EL PASO
ATTN: CITY MANAGER
PO BOX 1890
EL PASO TX 79950

Designated Location:

1673 RIM RD
EL PASO, TX

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