

**BYLAWS
OF
CIMARRON POINTE OWNERS' ASSOCIATION, INC.**

ARTICLE 1
Name and Location

1.01 Name. The name of this corporation is **Cimarron Pointe Owners' Association, Inc.**, a Texas nonprofit corporation.

1.02 Principal Office. The principal office and place of business of this Association shall be maintained in the City and County of El Paso, Texas.

1.03 Definitions. The following terms used in these bylaws are defined as follows:

"Assessment" and "Common Assessment" shall mean an assessment for Common Expenses.

"Association" means **Cimarron Pointe Owners' Association, Inc.**, a Texas nonprofit corporation, its successors and assigns.

"Board of Directors" means the Board of Directors of the Association.

"Building Parcels" means the contemplated 8 building envelope sites within the Property on which "Buildings" can be erected, but not any of the Common Areas, as described and depicted in the Improvement Plan.

"Certificate" means the Certificate of Formation for the Association.

"Common Areas" means the undivided portions of the Property (excluding the Building Parcels and outside the exterior walls of the Buildings) shown on the Improvement Plan to be Common Areas for the nonexclusive use, convenience and enjoyment of the Owners (and their respective permittees, tenants, occupants, employees, contractors, customers and invitees), including all open spaces, Access Drives and driveways, walkways, parking areas, dumpster areas/trash enclosures, common mailboxes, landscaping, common utility areas, and utility easement areas, any monument sign(s) and the like for ingress and egress to and from public rights-of-way, such portions as the Declarant under the Declaration will, by deed, convey to the Association as Common Areas. Interior Building designs and interior improvements to Buildings are not to be deemed Common Areas.

"Common Expenses" means: (a) the expenses of, or reasonable reserves for, the maintenance, management, operation, repair and replacement of those portions of the Common Area that are the responsibility of the Association to maintain, manage, operate, repair and replace; (b) the cost of capital improvements which the Association may from time to time authorize; (c) the expenses of management and administration of the Association, including, without limitation, compensation paid by the Association to a manager, or accountants, attorneys, or other employees or agents; (d) any other item or items designated by or in accordance with other provisions of the Declaration or the Bylaws to be Common Expenses; and (e) any other expenses reasonably incurred by the Association on behalf of all Owners.

"Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for the Property, recorded as Document No. 20190010770, as amended, Real Property Records, El Paso County, Texas.

"Fiscal Year" shall mean January 1st to December 31st of each year.

"Improvement Plan" means the layout of Buildings and Common Areas for the Property as depicted on attached **Exhibit A**.

"Member" means a member of the Association.

"Mortgagee(s)" shall mean the beneficiary or lender under a Deed of Trust and/or vendor's lien covering an Owner's interests in a Building Parcel.

"Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Building Parcel, but excluding those having such interest merely as security for the payment or performance of an obligation.

"Property" shall mean Cimarron Pointe Professional Business Park as described in the Declaration and to be developed as shown on the Improvement Plan on Building Parcel 1, Block 1, CIMARRON SAGE COMMERCIAL PARK UNIT TWO, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Clerk's File No. 20120012026, Real Property Records of El Paso County, Texas, and any additional tracts or acreage that may subsequently be included as part of the Property.

"Proportionate Share" as to the Owner of each Building Parcel, shall mean each Owner's percentage responsibility for payment of Common Assessments and percentage voting count. The Board of Directors will calculate the Proportionate Share percentage for each Building Parcel as a fraction, the numerator of which is square footage size of the particular Building Parcel and the denominator of which is the total square footage size of all Building Parcels in the aggregate.

"Rules and Regulations" shall mean the Rules and Regulations governing the use of the Property or any portion thereof, duly adopted or as may be duly amended by the Board of Directors.

ARTICLE 2 Membership and Assessments

2.01 Members. Each Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Building Parcel. Ownership of a Building Parcel shall be the sole qualification for membership. The membership held by an Owner shall not be transferred, pledged or alienated in any way, except upon the sale of such Building Parcel, and then only to the purchaser of such Building Parcel. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. Evidence of transfer of membership shall be furnished to the Association in the form of a certified copy of the recorded conveyance of a Building Parcel signed by the current Owner thereof as reflected upon the books and records of the Association.

2.02 Voting. Each Owner, as a Member, shall be entitled to vote, with voting results tallied based on Proportionate Shares. If more than one person holds an interest in a Building Parcel, all such persons shall constitute one Member, and voting with respect to the particular Building Parcel shall be exercised as the interest holders among themselves may determine.

2.03 Suspension of Voting Rights. The voting rights of any Member shall be automatically suspended during any period during which such Member is delinquent in the payment of assessments due the Association.

ARTICLE 3 Membership Meetings

3.01 Annual Meeting. An annual meeting of the membership shall be held during the month of January. Special meetings may be called by the Board of Directors of the Association upon the giving of thirty days' written notice to the membership. At the annual meeting, the Members shall elect the Directors for the ensuing year and transact such other business as may come before the meeting.

3.02 Quorum. Members holding Proportionate Shares of at least 20% shall constitute a quorum at a meeting. If a quorum is not present at any meeting of members, the meeting may be adjourned from time to time without further notice. Regardless of whether a quorum participates in any meeting, the Association, through its Board of Directors, officer and/or manager retains the authority and power to operate the Association, calculate and impose Common Assessments and maintain the Property in such condition as serves the best interest of all Owners.

3.03 Proxy. At any meeting, a Member may vote by proxy executed in writing by the Member or by the Member's duly authorized attorney-in-fact. A proxy will remain in effect unless and until revoked in writing, unless otherwise provided in the proxy.

3.04 Conduct of Meetings. Any meeting may be conducted in person, or with participation by phone, email or other electronic communication, and/or by video conference technology.

ARTICLE 4 Board of Directors

4.01 Number of Directors. The Board of Directors shall be at least three in number and may consist of any number greater than three.

4.02 Election of Directors. The members of the Board of Directors shall be elected by the Membership and shall hold office until their successors are appointed by a simple majority of the Owners.

4.03 Vacancy. If the office of any Director becomes vacant for any reason, the Board of Directors shall choose a successor shall hold office for the unexpired term in which such vacancy occurred.

4.04 Annual Meeting. The Board of Directors shall meet at least once each year. The annual meeting shall be held immediately following the annual meeting of the membership, and at such meeting, the Board of Directors shall elect the Officers of the Association for the ensuing year. The Board of Directors shall also meet when called by any two members of the Board, and unless waived, notice of such meeting shall be at least ten days in advance of the called date. A quorum for the transaction of business shall be two-thirds of the Directors. Any meeting may be conducted in person, or with participation by phone, email or other electronic communication, and/or by video conference technology.

4.05 Duties. The Board of Directors shall have control and management of the affairs of the funds of this Association and all its functions. The Board of Directors shall have the authority to appoint and confirm special committees of the Board of Directors to exercise within the area of their appointment all the powers of the Board of Directors. The Board of Directors shall have the authority, from time to time, to make reasonable rules and regulations regarding the use and enjoyment of the Common Areas which are not inconsistent with the Declaration or the Certificate which rules and regulations shall be binding upon all Members. The Board of Directors (or a professional management agent appointed by the Board) may take such actions (without requiring membership approval) as are deemed reasonably necessary, appropriate or expedient in the care, operation and maintenance of the Common Areas, including, without limitation, provision of dumpsters and enclosures, trash bins, mailbox enclosures, monument signage and other elements for the benefit of the Property.

4.06 Professional Management. The Board of Directors may employ a professional management agent to perform such duties and services as the Board of Directors shall direct, including, but not limited to the collection of and accounting for assessments made by the Association and arranging for and conduction all meetings of the Board and assisting with or carrying out obligations of the Officers. Any such management agreement shall provide for a rate of compensation to be established and/or approved by the Board of Directors, and shall further provide for the right of the Association to terminate the agreement with cause upon not more than 30 days written notice and without cause upon not more than 60 days written notice.

ARTICLE 5 Officers

5.01 Officers. Officers of the Association shall be:

President
Vice President
Secretary
Treasurer

Any two or more offices may be held by the same person, except the offices of President and Secretary. These Officers shall be elected by a majority vote of the Board of Directors at the annual meeting of the Board of Directors.

5.02 Term of Office. Each officer shall hold office during the ensuing year or until his successor shall have been duly elected and qualified.

5.03 Qualifications of Officers. No person shall be eligible to hold office in this Association unless such person is a Member or appointed by a Member in writing.

5.04 Removal. Any Officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

5.05 Vacancy. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE 6
Duties of Officers

6.01 President. The President shall preside over the meetings of the Board of Directors. The President shall have general direction and control of the affairs of the Association, preside at all meetings of the Association and perform such other duties as are usual to the office, including the execution of documents, contracts or instruments authorized by the Board of Directors.

6.02 Vice President. The Vice President shall perform the duties of the President in the absence or inability of the President.

6.03 Secretary. The Secretary shall keep the records of the Association and perform such other duties as may be required for the proper conduct of the office.

6.04 Treasurer. The Treasurer shall supervise the receipt and care of all funds of the Association and shall approve the disbursement of funds for appropriate invoices and payments. The Treasurer will keep an accurate account of the funds and may be required by the Board of Directors to give a bond in such amount as the Board of Directors may determine. The Treasurer will report regarding the Association's funds whenever required to do so by the Board of Directors or the President.

ARTICLE 7
Assessments

7.01 Directors' Duty to Assess. The Board of Directors or any officer(s) authorized by the Board shall have the responsibility and authority to assess each Building Parcel for Common Expenses and the Owners of such Building Parcels shall be personally liable for the payment of such assessments levied during the time any such Owner owns a Building Parcel and the assessment applicable to each Building Parcel shall be a charge and continuing lien in favor of the Association upon each such Building Parcel.

7.02 Determination of Assessments.

(a) Not less than 30 days prior to the beginning of each Fiscal Year the Board of Directors shall, after taking into consideration all reasonably anticipated items of Common Expense, for such Fiscal Year, together with a reasonable reserve for contingencies, fix and establish the amount of the Common Assessment for the ensuing Fiscal Year. Each Owner shall be required to pay each Owner's Proportionate Share.

(b) Following the establishment of the Common Assessment, each Owner shall be given notice of the Common Assessment and each Owner's Proportionate Share, but the failure of an Owner to receive such notice shall not affect such Owner's liability for the payment of each Owner's Proportionate Share. Each Owner's Proportionate Share of the Common Assessment shall be due and payable by each Owner in equal installments as determined by the Board of Directors, but such installments shall be payable no more frequently than monthly during the Fiscal Year.

(c) During the course of a Fiscal Year should the Board of Directors determine that the Common Assessments established by the Board of Directors will be inadequate, the Board of Directors from time to time may increase the Common Assessment for such Fiscal Year and each Owner's Proportionate Share. Conversely, should the Board of Directors during the course of a Fiscal Year determine that the Common Assessments

therefore assessed will create a surplus in excess of that necessary as a reserve for contingencies, the Board of Directors from time to time may decrease the Common Assessment and each Owner's Proportionate Share. In either such event, the Board of Directors shall notify each Owner of the adjustment and the revised amount of each quarterly installment thereafter due by each Owner.

7.03 Continuation of Prior Year's Assessment. If the Board of Directors shall fail to fix and establish the Common Assessment and the Proportionate Share due by each Owner of a Building Parcel as herein provided, the Common Assessment and the Proportionate Share due by each Owner of a Building Parcel for the previous Fiscal Year shall be automatically established immediate prior to the commencement of the Fiscal Year so that there will be no interruption in the payment by an Owner of the installments due for such Owner's Proportionate Share of the Common Assessment.

7.04 Initial Assessment on Becoming Member. Each Owner of a Building Parcel purchased from the Declarant under the Declaration on the date of the purchase, shall become liable to the Association for a pro rata part of the Common Assessment attributable to such Building Parcel then established by the Board of Directors; such pro rata part being a fraction, the numerator of which is the number of calendar days until the next ensuing January 1, and the denominator of which is 365. The prorated installment payment for the month in which a Building Parcel is purchased shall be due and payable by each such Building Parcel Owner within 10 days after receipt from the Association of a statement therefor.

7.05 Each Owner Liable. No Owner shall be exempt from liability for assessments duly established by the Association. Further, no diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or Building Parcels or from any action taken to comply with any law, ordinance or order of a governmental authority.

7.06 Penalties/Member Liability. The payment of an assessment shall be considered delinquent if not paid upon the due date thereof and shall bear interest from the due date at an 18% annual rate (or such other maximum rate as may be allowed by law) until paid. The Association shall also be entitled to collect a late charge in such amounts and upon such conditions as the Board of Directors may from time to time determine. Each Owner (whether one or more) shall be and remain personally liable for the payment of all assessments which may be levied against such Owner's Building Parcel by the Association in accordance with the terms and provisions of the Declaration until the same shall be paid in full, both principal and interest. In the event of sale or conveyance of a Building Parcel the purchaser of the Building Parcel shall be required and entitled to cause any such delinquent assessments to be paid out of the sales price and, failing this, the purchaser shall become personally liable for payment of such delinquent assessments by the purchaser's acceptance of a deed to such Building Parcel from an Owner in default.

7.07 Remedies for Non-Payment. After providing at least 21 calendar days' written notice and opportunity to cure, the Association may enforce collection of delinquent assessments by suit for a money judgment and may seek the appointment of a receiver and/or judicial foreclosure of the lien to be reserved and transferred to the Association under Section 7.01. Failure to seek judicial foreclosure of a lien in any suit for a money judgment shall not operate to

waive the lien, but the lien shall remain in full force and effect to secure the payment of all assessments due or to become due by an Owner.

7.08 Assessment Roll. The assessments against all Owners shall be set forth upon a roll of the Building Parcels which shall be available in the office of the Association for inspection at all reasonable times by Owners and Mortgagees or their duly authorized representatives. Such Assessment Roll shall indicate for each Building Parcel the name and address of the Owner or Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate signed by an officer of the Association as the status of an Owner's assessment account shall limit the liability of any person for whom made other than the Owner. The Association shall issue such certificates to such persons as an Owner may request in writing and shall be entitled to charge a reasonable fee therefor in such amount as shall be determined by the Board of Directors from time to time.

ARTICLE 8

Contracts, Checks, Deposits and Funds

8.01 Delegation of Authority. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

8.02 Checks and Drafts. All checks, drafts or orders for the payment of money, notes, or other evidences issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

8.03 Bank Accounts. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE 9

Amendments to Bylaws

9.01 Amendment Permitted. These Bylaws may be amended from time to time as required.

9.02 Notice of Proposed Amendment. In any case in which it is desired to amend these Bylaws, the Board of Directors, by a majority vote of a quorum thereof, shall first approve the proposed amendment for submission to the Members at an Annual or Special Meeting thereof. Notice of the time, place and purposes of any such meeting shall be as set forth in Article 3 hereof, except that notice of an Annual Meeting to amend the Bylaws shall state said purposes.

9.03 Vote. The proposed amendment shall be put to a vote of the Members present at said meeting and if said amendment shall receive the affirmative votes of at least two thirds of the Members present (provided such Members shall constitute a quorum), the amendment shall be declared adopted.

ARTICLE 10
Indemnification of Directors and Officers/Insurance


10.01 Indemnity. To the extent permitted by law, each director and officer or former director and officer of the Association may be indemnified, defended and held harmless by the Association against liabilities imposed upon him or her and against him or her (including attorney's fees), or any action, of his or her service as a director or officer, and against such sums as independent counsel selected by the Board of Directors shall deem reasonable payment made in settlement of any such claim, action, suit or proceeding; provided, however, that no director or officer shall be indemnified with respect to matters which shall be settled by the payment of the sums which counsel for the Association may deem unreasonable payment or with respect to matters for which such indemnification would be against public policy or in contravention of Texas Business Organizations Code, as amended.

10.02 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association against any liability asserted against him or her and incurred by them in any such capacity or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability.

ARTICLE 11
Interpretation and Conflict with Declaration

It is intended that these Bylaws and the Declaration will be interpreted as harmonious documents, however in the event of any conflict between the Bylaws and the Declaration, the terms of the Declaration shall govern and control.

The undersigned representatives of Cimarron Pointe Owners' Association, Inc., hereby certify that the foregoing constitutes the Bylaws of Cimarron Pointe Owners' Association, Inc. adopted on July 16, 2021.



Ramsey Esper, Director

Uriel Miramontes, Director



Osama Naga, Director

C2.1

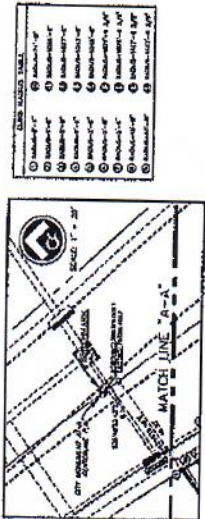
El Paso County, Texas

CIMARRON POINTE

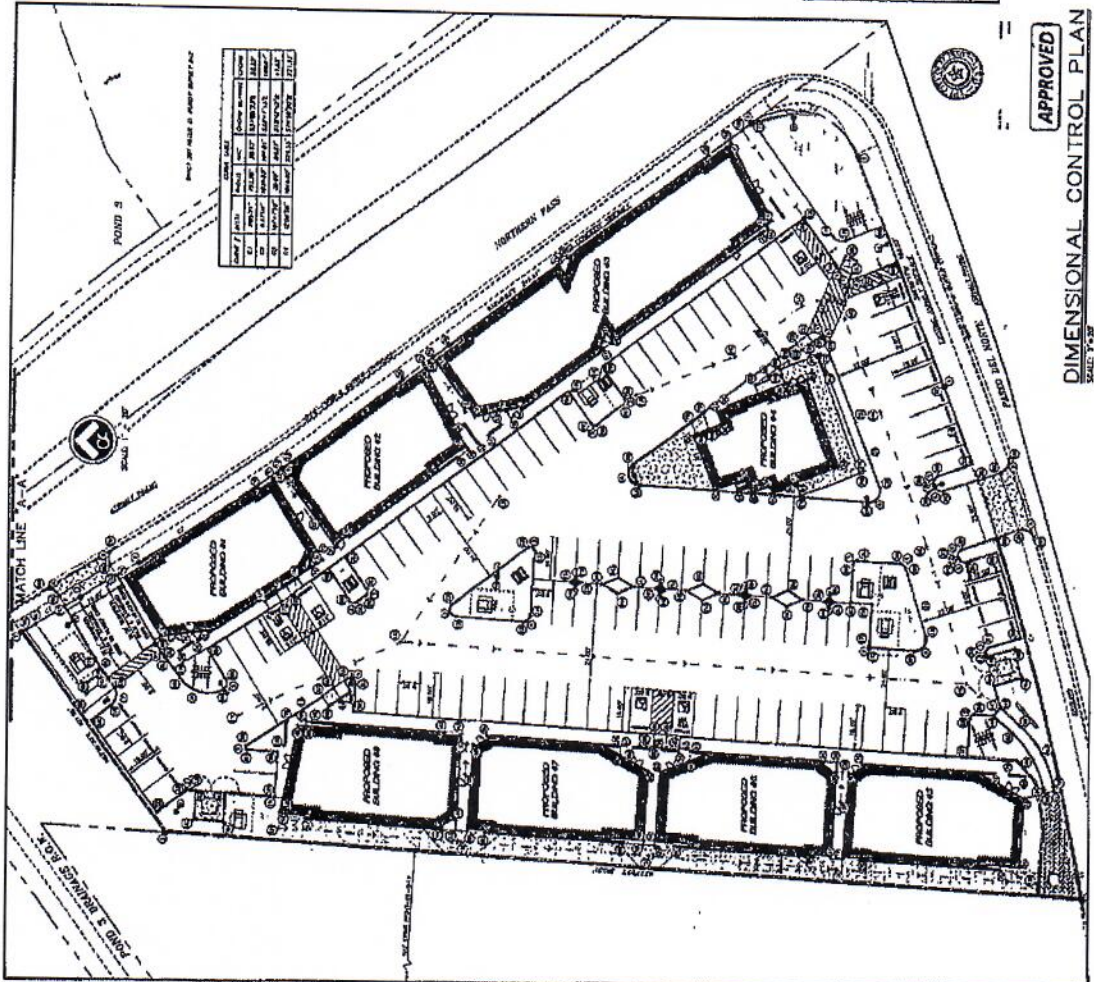
CSA DESIGN GROUP, INC.

1540 JEFFERSON DRIVE, SUITE 200
EL PASO, TEXAS 79901
TEL: 915.771.7777
WWW.CSADSG.COM

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CONSTITUTE SHOWN ARE TO THE PROPERTY LINE OF ALL STRUCTURES.
 STRUCTURAL DETAILS, MATERIALS AND FINISHES SUBJECT TO THE APPROVED
 BASIS SHALL BE OF THE ARCHITECT'S DESIGN. THE ARCHITECT'S DESIGN SHALL BE THE BASIS FOR THE CONSTRUCTION.



APPROVED

DIMENSIONAL CONTROL PLAN

SCALE: 1/8\"/>

Bylaws of Cimarron Pointe Owners' Association, Inc.
 Exhibit A

**First Amendment to Declaration
of
Covenants, Conditions, Restrictions and Easements**

This First Amendment is made as of July 16, 2021 (the "Effective Date"), by **Respco, LLC**, a Texas limited liability company ("Declarant") and acknowledged by the parties signing below.

Recitals

- Declarant recorded the Declaration of Covenants, Conditions, Restrictions and Easements for The Cimarron Pointe Professional Business Park (the "Development") under **Document No. 20190010770**, Real Property Records of El Paso County, Texas (the "Original Declaration") for the following property commonly known as **6301 Northern Pass Drive** in El Paso –

Lot 1, Block 1, CIMARRON SAGE COMMERCIAL PARK UNIT TWO, an Addition to the City of El Paso, El Paso county, Texas, according to the plat thereof on file under Clerk's File No. 20120012026, Real Property Records, El Paso County, Texas.

- By Deed dated contemporaneously with the Effective Date of this First Amendment and recorded in the Real Property Records of El Paso County, Texas, Declarant has conveyed title to the "Common Areas" of the Development [depicted and described by metes and bounds in attached **Exhibit A**] to **Cimarron Pointe Owners' Association, Inc.**, a Texas nonprofit corporation (the "Association").
- As permitted by the authority set out in Article 18 of the Original Declaration, Declarant hereby sets out the following Amendments to the Original Declaration.

Amendments

1. Appointment of Successor Manager. Declarant, as the original Manager defined in Section 1.7 of the Original Declaration, hereby assigns all of the rights, duties and obligations of the Manager set out in Article 7 and other provisions of the Original Declaration to the Association. The Association assumes all of the rights, duties and obligations of the Manager and will serve as successor Manager under Section 15.1 of the Original Declaration.

2. Common Areas. The Common Areas, while under ownership and management by the Association, will remain subject to the non-exclusive use of the Owners and Permittees under the Original Declaration and subject to the rights and restrictions set out in Article 4 and other provisions of the Original Declaration. The Association will not impose or allow the imposition of any monetary liens or other encumbrances on the Common Areas unless approved unanimously by all Association Members.

3. Notice and Opportunity to Cure Delinquent Assessment. Section 8.3 of the Original Declaration [*Delinquent Assessment*] is hereby amended to require the Association, as Manager, to first provide at least 21 calendar days' written notice and opportunity to cure before initiating the enforcement actions set out in subsections 8.3 a. and/or 8.3 b.

Except as amended hereby, the terms and provisions of the Original Declaration remains in effect. This First Amendment may be signed in any number of counterparts.

Attach: Exhibit A "Common Areas"

[Signature and Acknowledgement Pages Follow]

Declarant:

RESPCO, LLC,
a Texas limited liability company

By: _____
Ramsey Esper, Manager

Accepted by:

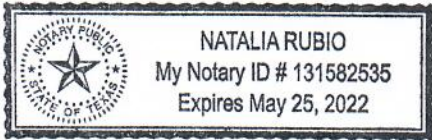
RESPCO, LLC,
a Texas limited liability company

By: _____
Ramsey Esper, Manager

Acknowledgement

STATE OF TEXAS)
)
COUNTY OF EL PASO)

The foregoing was acknowledged before me on July 11, 2021, by Ramsey Esper, Manager of Respco, LLC, a Texas limited liability company, on behalf of the limited liability company.



Notary Public
[Seal]

Accepted by the Association:

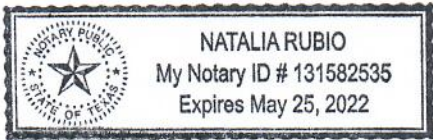
Cimarron Pointe Owners' Association, Inc.,
a Texas nonprofit corporation

By: _____
Ramsey Esper, President

Acknowledgement

STATE OF TEXAS)
)
COUNTY OF EL PASO)

The foregoing was acknowledged before me on July 16, 2021, by Ramsey Esper, President of Cimarron Pointe Owners' Association, Inc., a Texas nonprofit corporation, on behalf of the nonprofit corporation.



Notary Public
[Seal]

Acknowledged by:

Punto Living, LLC
a Texas limited liability company

By: _____
Uriel Miramontes, Manager

Acknowledgement

STATE OF TEXAS)
)
COUNTY OF EL PASO)

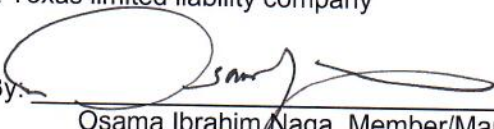
The foregoing was acknowledged before me on July 16, 2021, by Uriel Miramontes, Manager of Punto Living, LLC, a Texas limited liability company, on behalf of the limited liability company.



Notary Public
[Seal]

Acknowledged by:

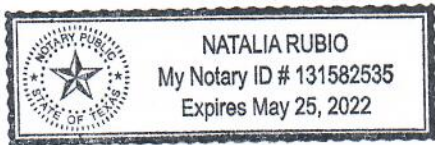
Cimarron View, LLC,
a Texas limited liability company

By: 
Osama Ibrahim Naga, Member/Manager

Acknowledgement

STATE OF TEXAS)
)
COUNTY OF EL PASO)

The foregoing was acknowledged before me on July 16, 2021, by Osama Ibrahim Naga, Member/Manager of Cimarron View, LLC, a Texas limited liability company, on behalf of the limited liability company.





Notary Public
[Seal]

**MINUTES OF THE FIRST MEETING OF THE
BOARD OF DIRECTORS OF
CIMARRON POINTE OWNERS' ASSOCIATION, INC.**

The first meeting of the Board of Directors of Cimarron Pointe Owners' Association, Inc., a Texas nonprofit corporation was held on July 16, 2021.

Ramsey Esper, representative of the Declarant for Cimarron Pointe Professional Business Park called the meeting to order. On motion duly made and carried, Ramsey Esper was elected chairman of the meeting and Marcia Naga was elected Vice President/Secretary.

The following, having been duly nominated and seconded, were elected as officers of the corporation for the ensuing corporate year, or until their successors are duly elected and qualified:

Ramsey Esper	President/Treasurer
Marcia Naga	Vice President/Secretary

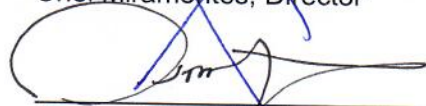
The Chairman submitted the Bylaws for the internal government and management of the corporation to the Directors, and after full consideration and on motion duly made, seconded and passed, the Bylaws were elected as the Bylaws of the corporation and were ordered to be kept in the records of the Corporation.

There being no further business to come before the meeting, upon motion duly made and seconded, the meeting was adjourned. These minutes may be executed in any number of counterparts or by fax or electronic signatures.

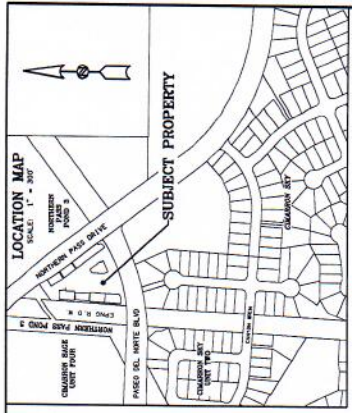


Ramsey Esper, Director, Chairman

Uriel Miramontes, Director



Osama Naga, Director

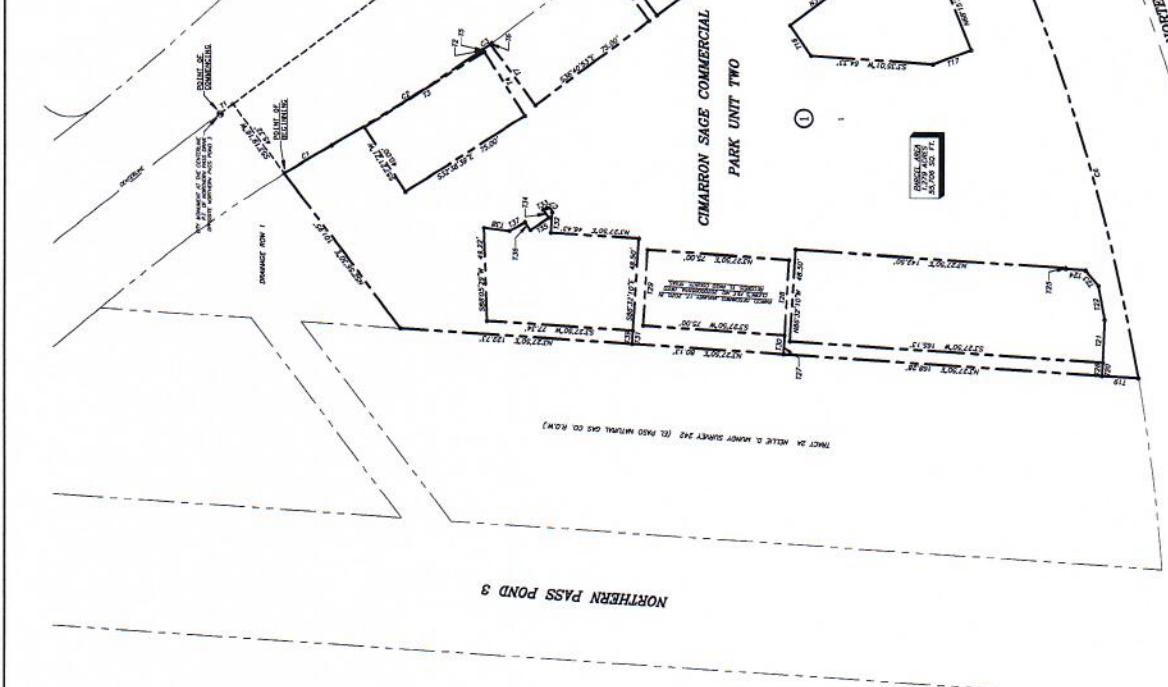


NOTICE:

1. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS UNDEVELOPED AND THAT THERE ARE NO ENCUMBRANCES, EASEMENTS, OR RIGHTS OF WAY AFFECTING THE PROPERTY.
2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS UNDEVELOPED AND THAT THERE ARE NO ENCUMBRANCES, EASEMENTS, OR RIGHTS OF WAY AFFECTING THE PROPERTY.
3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS UNDEVELOPED AND THAT THERE ARE NO ENCUMBRANCES, EASEMENTS, OR RIGHTS OF WAY AFFECTING THE PROPERTY.
4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS UNDEVELOPED AND THAT THERE ARE NO ENCUMBRANCES, EASEMENTS, OR RIGHTS OF WAY AFFECTING THE PROPERTY.
5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS UNDEVELOPED AND THAT THERE ARE NO ENCUMBRANCES, EASEMENTS, OR RIGHTS OF WAY AFFECTING THE PROPERTY.
6. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS UNDEVELOPED AND THAT THERE ARE NO ENCUMBRANCES, EASEMENTS, OR RIGHTS OF WAY AFFECTING THE PROPERTY.
7. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS UNDEVELOPED AND THAT THERE ARE NO ENCUMBRANCES, EASEMENTS, OR RIGHTS OF WAY AFFECTING THE PROPERTY.
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CURVE DATA	CHORD BEARING	CHORD DISTANCE
C1 270°21' 30.00"	S 89°58' 30.00" W	28.92'
C2 277°50' 00.00"	S 82°10' 00.00" W	25.00'
C3 270°00' 00.00"	S 90°00' 00.00" W	25.00'
C4 262°30' 00.00"	S 97°30' 00.00" W	25.00'
C5 264°45' 00.00"	S 85°15' 00.00" W	25.00'
C6 270°00' 00.00"	S 90°00' 00.00" W	25.00'
C7 104°15' 00.00"	N 85°45' 00.00" E	25.00'

LINE / BEARING	DISTANCE
1 270°21' 30.00"	28.92'
2 277°50' 00.00"	25.00'
3 270°00' 00.00"	25.00'
4 262°30' 00.00"	25.00'
5 264°45' 00.00"	25.00'
6 270°00' 00.00"	25.00'
7 104°15' 00.00"	25.00'
8 270°00' 00.00"	25.00'
9 270°00' 00.00"	25.00'
10 270°00' 00.00"	25.00'
11 270°00' 00.00"	25.00'
12 270°00' 00.00"	25.00'
13 270°00' 00.00"	25.00'
14 270°00' 00.00"	25.00'
15 270°00' 00.00"	25.00'
16 270°00' 00.00"	25.00'
17 270°00' 00.00"	25.00'
18 270°00' 00.00"	25.00'
19 270°00' 00.00"	25.00'
20 270°00' 00.00"	25.00'
21 270°00' 00.00"	25.00'
22 270°00' 00.00"	25.00'
23 270°00' 00.00"	25.00'
24 270°00' 00.00"	25.00'
25 270°00' 00.00"	25.00'



NOTICE:

1. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS UNDEVELOPED AND THAT THERE ARE NO ENCUMBRANCES, EASEMENTS, OR RIGHTS OF WAY AFFECTING THE PROPERTY.
2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS UNDEVELOPED AND THAT THERE ARE NO ENCUMBRANCES, EASEMENTS, OR RIGHTS OF WAY AFFECTING THE PROPERTY.
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ROBERT SKOPAL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1000 WEST 10TH AVENUE, SUITE 1000
DENVER, COLORADO 80202
TEL: 303.733.1111 FAX: 303.733.1112
WWW.SKOPALASSOCIATES.COM

DATE: _____	REVISION: _____	SCALE: 1" = 30'	PLAT NO.: 16-30182
PROJECT: _____	OWNER: _____	COMP. BY: JAS	DRWN BY: JAS
DATE: _____	DATE: _____	CHK'D BY: _____	DATE: _____
DATE: _____	DATE: _____	DATE: _____	DATE: _____

THIS PLAT IS BASED ON RECORDS OF THE COUNTY OF COLORADO AND THE COUNTY OF DENVER, COLORADO, AND THE COUNTY OF WASHINGTON, COLORADO, AND THE COUNTY OF ARIZONA, COLORADO.
 ROBERT SKOPAL ASSOCIATES, INC.

Property description: A 1.279-acre portion of Lot 1, Block 1, Cimarron Sage Commercial Park Unit Two, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 1.279-acre portion of Lot 1, Block 1, Cimarron Sage Commercial Park Unit Two (Clerk's File No. 20120012026, Plat Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a city monument at the centerline P.T. of Northern Pass Drive (right-of-way varies, Northern Pass Drive Extension Unit Two, Clerk's File No. 20090035858, Plat Records, El Paso County, Texas) opposite Northern Pass Pond 3 (Clerk's File No. 20110046999, Plat Records, El Paso County, Texas) from which a city monument on Northern Pass Drive (right-of-way varies, Northern Pass Drive Extension Unit One, Clerk's File No. 20080042927, Plat Records, El Paso County, Texas) opposite Cimarron Sky Unit Two (Clerk's File No. 20120092780, Plat Records, El Paso County, Texas) bears South 36°40'44" East (plat ~ South 36°40'53" East), a distance of 1010.25 feet (plat ~ 1010.57 feet); Thence, South 36°40'44" East, along the monument line, a distance of 8.54 feet; Thence, South 53°19'16" West, a distance of 45.32 feet to the intersection of the westerly right-of-way of Northern Pass Drive and the common boundary between Cimarron Sage Commercial Park Unit Two and Northern Pass Pond 3 for the **POINT OF BEGINNING** of this description;

THENCE, 28.92 feet along the westerly right-of-way of Northern Pass Drive and along the arc of a curve to the right, having a radius of 793.28 feet, a central angle of 2°05'21", and a chord which bears South 31°05'23" East, a distance of 28.92 feet;

THENCE, 95.08 feet continuing along said right-of-way and along the arc of a curve to the left, having a radius of 1030.03 feet, a central angle of 5°17'20", and a chord which bears South 32°37'21" East, a distance of 95.04 feet;

THENCE, South 57°21'21" West, a distance of 1.40 feet;

THENCE, North 32°38'39" West, a distance of 75.00 feet;

THENCE, South 57°21'21" West, a distance of 40.00 feet;

THENCE, South 32°38'39" East, a distance of 75.00 feet;

THENCE, North 57°21'21" East, a distance of 40.00 feet;

THENCE, North 57°21'21" East, a distance of 1.40 feet to the westerly right-of-way of Northern Pass Drive;

THENCE, 5.94 feet along said right-of-way and along the arc of a curve to the left, having a radius of 1030.03 feet, a central angle of 0°19'48", and a chord which bears South 35°25'55" East, a distance of 5.93 feet;

THENCE, North 36°40'53" West, a distance of 1.05 feet;

THENCE, South 53°19'07" West, a distance of 40.00 feet;

THENCE, South 36°40'53" East, a distance of 75.00 feet;

THENCE, North 53°19'07" East, a distance of 40.00 feet to the westerly right-of-way of Northern Pass Drive;

THENCE, South 36°40'53" East, along said right-of-way, a distance of 5.05 feet to the northerly boundary of that certain parcel of land described March 31, 2021, in Clerk's File No. 20210030327, Deed Records, El Paso County, Texas;

THENCE, South 53°19'07" West, along said boundary, a distance of 40.00 feet;

THENCE, South 36°40'53" East, continuing along said boundary, a distance of 184.56 feet;

THENCE, North 68°06'17" East, continuing along said boundary, a distance of 5.06 feet;

THENCE, 36.58 feet continuing along said boundary and along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 104°47'10", and a chord which bears North 15°42'42" East, a distance of 31.69 feet;

THENCE, North 53°19'07" East, continuing along said boundary, a distance of 10.00 feet to the westerly right-of-way of Northern Pass Drive;

THENCE, 54.87 feet along said right-of-way and along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 104°47'10", and a chord which bears South 15°42'42" West, a distance of 47.53 feet to the northerly right-of-way of Paseo Del Norte Boulevard (108-foot right-of-way, Paseo Del Norte Blvd Unit Two, Clerk's File No. 20120074133, Plat Records, El Paso County, Texas);

THENCE, South 68°06'17" West, along said right-of-way, a distance of 65.61 feet;

THENCE, North 21°53'43" West, a distance of 40.66 feet;

THENCE, North 35°34'05" West, a distance of 16.88 feet;

THENCE, North 54°25'55" East, a distance of 5.33 feet;

THENCE, North 37°29'43" West, a distance of 68.94 feet;

THENCE, South 55°25'12" West, a distance of 19.29 feet;

THENCE, South 3°35'01" West, a distance of 64.33 feet;

THENCE, South 20°56'53" East, a distance of 21.58 feet;

THENCE, North 68°15'30" East, a distance of 64.19 feet;

THENCE, South 21°53'43" East, a distance of 40.66 feet to the northerly right-of-way of Paseo Del Norte Boulevard;

THENCE, South 68°06'17" West, along said right-of-way, a distance of 37.42 feet;

THENCE, 221.55 feet continuing along said right-of-way and along the arc of a curve to the right, having a radius of 1046.00 feet, a central angle of 12°08'08", and a chord which bears South 74°10'20" West, a distance of 221.13 feet to the easterly boundary of Tract 2A, Nellie D. Mundy Survey 242 (El Paso Natural Gas Company right-of-way, January 23, 1973, Book 431, Page 617, Deed Records, El Paso County, Texas);

THENCE, North 3°27'50" East, along said boundary, a distance of 19.18 feet;

THENCE, South 86°32'10" East, a distance of 7.00 feet;

THENCE, South 87°31'08" East, a distance of 22.64 feet;

THENCE, North 79°37'24" East, a distance of 18.14 feet;

THENCE, North 49°59'47" East, a distance of 10.61 feet;

THENCE, North 3°34'23" East, a distance of 10.60 feet;

THENCE, South 86°25'37" East, a distance of 0.53 feet;

THENCE, North 3°27'50" East, a distance of 142.50 feet;

THENCE, North 86°32'10" West, a distance of 48.50 feet;

THENCE, South 3°27'50" West, a distance of 165.13 feet;

THENCE, North 86°32'10" West, a distance of 7.00 feet to the easterly boundary of Tract 2A, Nellie D. Mundy Survey 242;

THENCE, North 3°27'50" East, along said boundary, a distance of 168.28 feet;

THENCE, South 86°32'10" East, a distance of 10.00 feet to the southerly boundary of that certain parcel of land described January 17, 2020, in Clerk's File No. 20200005554, Deed Records, El Paso County, Texas.

THENCE, South 86°32'10" East, along said boundary, a distance of 40.00 feet;

THENCE, North 3°27'50" East, continuing along said boundary, a distance of 75.00 feet;

THENCE, North 86°32'10" West, continuing along said boundary, a distance of 40.00 feet;

THENCE, South 3°27'50" West, continuing along said boundary, a distance of 75.00 feet;

THENCE, North 86°32'10" West, a distance of 10.00 feet to the easterly boundary of Tract 2A, Nellie D. Mundy Survey 242;

THENCE, North 3°27'50" East, along said boundary, a distance of 80.13 feet;

THENCE, South 86°32'10" East, a distance of 7.00 feet;

THENCE, South 86°32'10" East, a distance of 48.50 feet;

THENCE, North 3°27'50" East, a distance of 46.43 feet;

THENCE, South 86°48'25" East, a distance of 11.09 feet;

THENCE, 4.05 feet along the arc of a curve to the left, having a radius of 2.23 feet, a central angle of 104°15'37", and a chord which bears North 39°20'12" East, a distance of 3.52 feet;

THENCE, North 28°50'52" West, a distance of 2.14 feet;

THENCE, South 54°07'02" West, a distance of 5.09 feet;

THENCE, North 34°09'14" West, a distance of 11.87 feet;

THENCE, North 54°56'41" East, a distance of 5.08 feet;

THENCE, North 30°10'57" West, a distance of 9.47 feet;

THENCE, North 7°26'46" East, a distance of 13.63 feet;

THENCE, South 88°05'29" West, a distance of 49.22 feet;

THENCE, South 3°27'50" West, a distance of 77.34 feet;

THENCE, North 86°32'10" West, a distance of 7.00 feet to the easterly boundary of Tract 2A, Nellie D. Mundy Survey 242;

THENCE, North 3°27'50" East, along said boundary, a distance of 122.73 feet to the common boundary between Cimarron Sage Commercial Park Unit Two and Northern Pass Pond 3;

THENCE, North 52°56'30" East, along said boundary, a distance of 101.95 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 1.279 acres (55,706 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500

Mark U. Balansay, R.P.L.S.
Texas License No. 6489

Job Number 18-0016Q
June 1, 2021