

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) has executed various agreements with El Paso County (County) that authorized the CRRMA to develop the Pellicano Drive Widening Project (Project), the CRRMA is currently managing construction of Phase I of the Project and intends to proceed to construction of Phase II within 2026;

WHEREAS, the County has negotiated for the addition of certain roadway improvements to be added along Pellicano Drive with an adjacent developer and the County would like for those improvements to be completed by the contractor proceeding with Phase II of the Project; and

WHEREAS, the CRRMA and County now desire to execute a Memorandum of Understanding to memorialize the understanding of the parties, as it relates to the additional improvements, recognizing that all costs for such work shall be borne entirely by the referenced adjacent developer.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the CRRMA's Chair is authorized to execute a Memorandum of Understanding with El Paso County, for the addition of certain improvements to the Pellicano Drive Widening Project.

PASSED AND APPROVED THIS 28TH DAY OF JANUARY 2026.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Monica L. Perez, Vice Chair

ATTEST:

Lina Ortega
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) by and between the CAMINO REAL REGIONAL MOBILITY AUTHORITY (“CRRMA”) and the County of El Paso, Texas (“County”) (collectively, the “Parties”) is executed to memorialize the Parties’ agreement regarding the solicitation and construction of certain road-related improvements to Pellicano Drive as more particularly described in this MOU (“Additional Improvements”).

RECITALS

WHEREAS, the County is a political subdivision of the State of Texas, authorized to own, operate, and maintain public roadways within its jurisdiction; and

WHEREAS, the CRRMA is a political subdivision of the State of Texas, created by the City of El Paso via Council Resolution in 2007 to assist in the continued development of a comprehensive transportation system to directly benefit the traveling public within the El Paso region; and

WHEREAS, the CRRMA is currently providing certain road-related construction services to the County relating to Pellicano Drive located in El Paso County, Texas; and

WHEREAS, the Parties, along with third-party developer Faith Technologies Inc. (“FTI”), desire to cooperate in the solicitation and construction of the Additional Improvements, with the County requesting and approving the Additional Improvements, the CRRMA soliciting and overseeing the construction of the Additional Improvements, and developer FTI wholly funding the Additional Improvements; and

WHEREAS, the Parties agree that the County and CRRMA have no financial obligation whatsoever for any portion of the Additional Improvements, and that FTI shall be solely and fully responsible for all Additional Improvements costs; and

WHEREAS, the Parties agree that utilizing private and public resources in this manner is in the best interest of the public and that the County and CRRMA each have the authority to enter into this MOU, and have each entered into this MOU in the appropriate manner prescribed by law.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Background and Intent.

The CRRMA is currently providing certain road construction services to the County for the Pellicano Drive Widening Project (“Project”) located in El Paso County, Texas of which Phase I is currently under construction. The CRRMA intends to commence construction of Phase II of the Project in 2026. Construction of Phase II will complete the Project; the current estimated timeline for completion of the construction activities required by Phase II is approximately fifteen (15) months from notice to proceed.

The County has requested the Additional Improvements be made to a certain section of Pellicano Drive, as those improvements are further described and visually depicted in Exhibit A. FTI has recently purchased land adjacent to Pellicano Drive and, due to its desire to assist in expediting certain construction timelines to suit its business needs, has committed to fund the construction of the Additional Improvements.

It is the intent of the Parties that the CRRMA incorporate the Additional Improvements into the construction solicitation of Phase II planned for 2026 as an add-alternate option and to enter into a separate developer contribution agreement with FTI for FTI to provide the funding needed to construct the Additional Improvements.

2. CRRMA Duties.

In accordance with this MOU, the CRRMA shall request that the surety company currently managing construction of Phase I include the Additional Improvements in the solicitation of Phase II as an add-alternate option. The CRRMA will pursue construction of the Additional improvements if the proposed pricing for Phase II is agreed to by the CRRMA and the proposed pricing for the Additional Improvements is agreed to and provided by FTI. In such event, the CRRMA will execute a separate developer contribution agreement with FTI to access funding for the Additional Improvements and shall oversee the construction of the Additional Improvements.

3. Financial Responsibility.

In no event shall the County or the CRRMA be financially responsible whatsoever for any portion of the design or construction of the Additional Improvements. Costs for the Additional Improvements shall be solely and wholly funded by FTI. Financial obligations for the Additional Improvements shall be addressed separately between the CRRMA and FTI in a developer contribution agreement.

4. Term and Termination.

This MOU shall become effective upon its date of execution by the Parties and shall remain

in effect until satisfactory completion of Phase II of the Project, including the Additional Improvements, unless terminated earlier by mutual consent of the Parties or by fifteen (15) calendar days written notice to terminate by either Party.

Notice shall be made to:

To the CRRMA: Camino Real Regional Mobility Authority
801 Texas Avenue
El Paso, Texas 79901
Attn: Executive Director

To the County: El Paso County Public Works Department
800 E. Overland Avenue
El Paso, Texas 79901
Attn: Michael McElroy, Planning & Development Director

5. Miscellaneous.

5.1 This MOU is entered into in El Paso County, Texas and venue for the enforcement of this MOU shall lie in El Paso County, Texas.

5.2 This document expresses the entire agreement between the Parties and shall not be amended or modified except by written instrument signed by the governing bodies of the Parties.

5.3 This MOU may not be assigned by either party in whole or in part.

6. Exhibit. The following exhibit is attached and incorporated for all purposes by this reference:

- Exhibit A – Additional Improvements (Visual and List)

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

EXECUTED AND EFFECTIVE ON THE LAST DATE NOTED BELOW:

EL PASO COUNTY, TEXAS

Ricardo A. Samaniego
County Judge

Date: _____

CAMINO REAL
REGIONAL MOBILITY AUTHORITY

Joyce A. Wilson
Chair

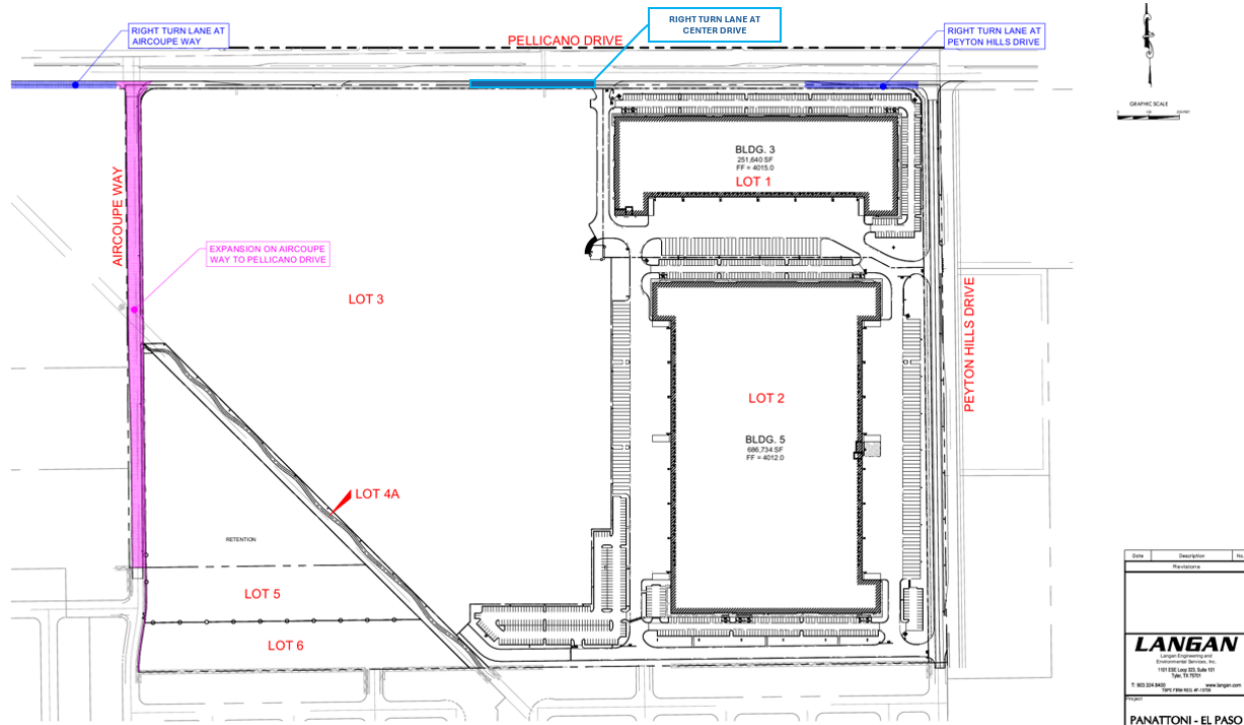
Date: _____

ATTEST:

Lina Ortega
Secretary

EXHIBIT A

Additional Improvements



Pellicano Drive Improvements

The additional improvements required to Pellicano Drive will be constructed in conjunction with the proposed road widening previously proposed by El Paso County. Plans were developed showing modification to the road widening plans and include the follow:

1. Construction of a right turn lane on Pellicano Drive at its intersection with Aircoupe Way (east bound traffic onto Aircoupe).
2. Construction of a right turn lane on Pellicano Drive at its intersection with the center drive into the Panattoni Industrial Park Development (PIPD) (east bound traffic into site).
3. Widening of the center median opening on Pellicano to allow left turn access into the PIP center drive (west bound traffic into site).
4. Construction of a left turn lane in the median at the center drive to PIPD (west bound traffic into site).
5. Construction of a right turn lane on Pellicano Drive at its intersection with Peyton Hills Drive (east bound traffic onto Peyton Hills).

6. Widening of the center median opening on Pellicano to allow for left turn movements on to Pellicano from Peyton Hills Drive (north bound traffic on Peyton Hills to west bound on Pellicano).
7. Modifications to the proposed storm sewer system to facilitate construction of the proposed turn lanes/media modifications at Aircoupe Way, center access drive to PIP and Peyton Hills Drive.
8. Construction staking, grading, signage, landscape, irrigation, traffic control, sidewalks modifications and striping associates with the turn lane/median modifications.
9. Relocation of six (6) power poles along the south side of Pellicano Drive in order to accommodate the three (3) eastbound deceleration lanes.
10. Possible relocation of fiber optic cable that may run along the south side of Pellicano Drive in order to accommodate the three (3) eastbound deceleration lanes.

[END OF EXHIBIT]