

When Recorded Return To:

Texas Gas Service
Attn: Billi Cottier
9228 Tuscany Way
Austin, Texas 78754

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**MEMORANDUM OF FIRST AMENDMENT TO AGREEMENT
PERMITTING A LIMITED ENCROACHMENT ON EASEMENT**

This Memorandum of First Amendment to Agreement Permitting a Limited Encroachment on Easement (this "Memorandum of First Amendment") is made as of _____, 2026, by and between Texas Gas Service, a division of ONE Gas, Inc., an Oklahoma corporation (hereinafter called "ONE Gas") and The Town of Horizon City, Texas, a Texas municipality (hereinafter called "Permittee").

1. Notice is hereby given that ONE Gas and Permittee have amended that certain Agreement Permitting a Limited Encroachment on Easement dated June 27, 2024, a memorandum of which is filed of record with the Office of the County Clerk, El Paso County, Texas in Document Number 20240061148 the ("Memorandum of Agreement"). The First Amendment to Agreement Permitting a Limited Encroachment on Easement ("First Amendment") consists of the following components:

Exhibit C of the Agreement was amended to include the attached drawings. The attached drawings are considered part of the plans and specifications described in **Exhibit E** of the Agreement and are incorporated therein by reference and made a part of the Agreement. For the avoidance of doubt, the crossing shown in the attached drawings is included in the definition of Encroachment and all of the terms, provisions, conditions, covenants and requirements of the Agreement apply to such crossing.

2. Nothing contained in the First Amendment shall be construed as altering, amending or affecting the Agreement or any of the remaining terms and provisions, except as same were expressly amended by the First Amendment, and all of the other terms, provisions, conditions and covenants of the Agreement are thereby ratified and shall remain in full force and effect and shall be construed as originally written.

3. The First Amendment and the conditions contained therein constitute covenants running with the land and are binding upon and inure to the benefit of the parties thereto and their successors and assigns.

4. In the event of any conflict or inconsistency between the terms of this Memorandum of First Amendment and the terms of the First Amendment, the terms of the First Amendment shall control.

5. This Memorandum of First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[Signature Pages and Exhibit Following]

EXECUTED as of the ____ day of _____, 2026 (the "Effective Date").

ONE GAS:

TEXAS GAS SERVICE, a division of ONE Gas, Inc.,
an Oklahoma corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, as _____ of Texas Gas Service, a division of ONE Gas, Inc., an Oklahoma corporation.

Notary Public

Notary Commission No. _____

My commission expires: _____

[SEAL]

PERMITTEE:

TOWN OF HORIZON CITY, TEXAS,
a Texas municipality

By: 

Name: Andres Renteria

Title: Mayor

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Name: _____
Title: _____

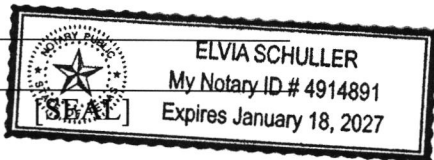
By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 16th day of April, 2026, by Andres Renteria, as Mayor of the Town of Horizon City, Texas, a Texas municipality.

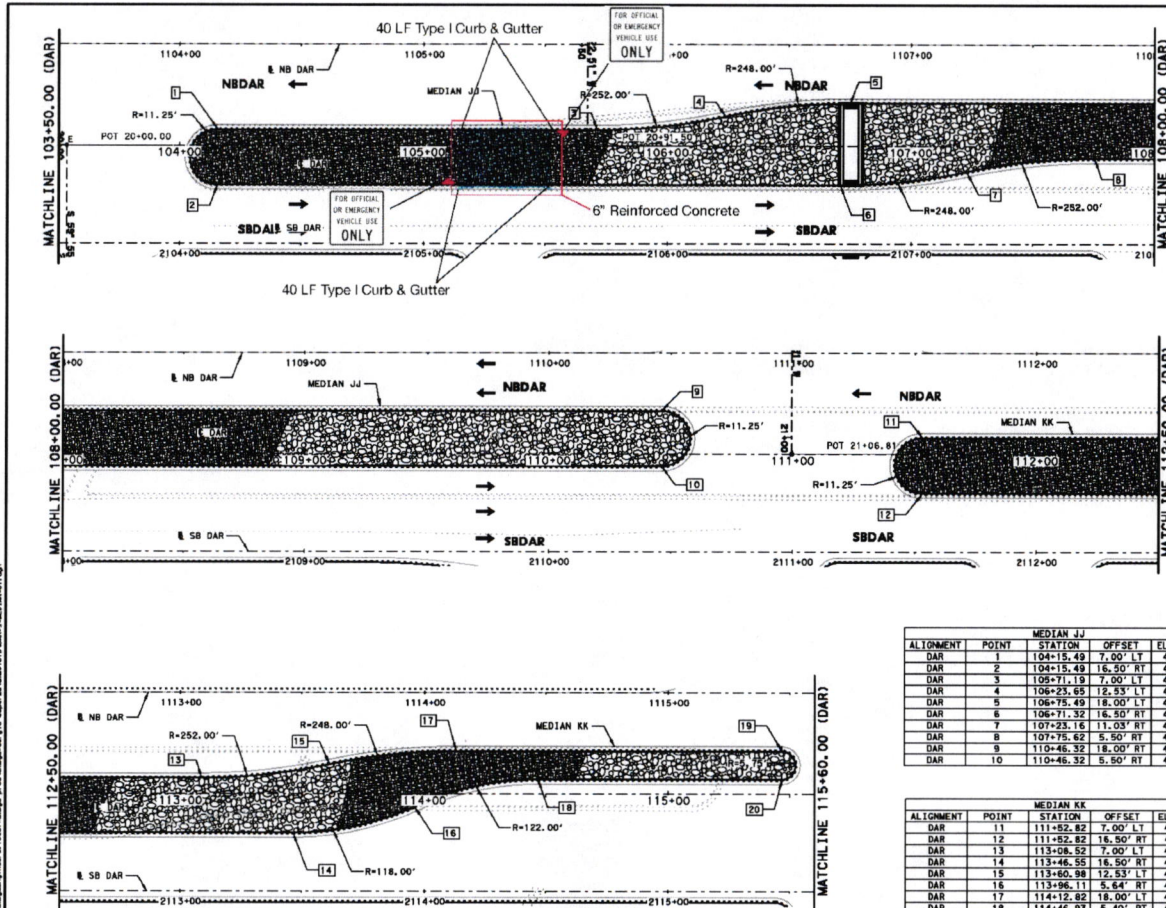

Notary Public

Notary Commission No. _____
My commission expires: _____



DRAWINGS

RTL SUBMITTAL, APRIL 25, 2023



- LEGEND:**
- EXIST DIRECTION OF TRAVEL
 - ⊠ POINTS NUMBER
 - ⊙ DRIVEWAYS NUMBER
 - ⊞ LOOSE AGGREGATE TYPE I
 - ⊞ LOOSE AGGREGATE TYPE II

- NOTES:**
1. POINTS AND RADIUS DIMENSION ARE AT FACE OF CURB.
 2. CDNC CURB TY II PLACED FOR PERIMETER OF MEDIAN IS CONSIDERED SUBSIDIARY TO ITEM 5.5L.

MEDIAN JJ				
ALIGNMENT	POINT	STATION	OFFSET	ELEVATION
DAR	1	104+15.49	7.00' LT	4024.56
DAR	2	104+15.49	16.50' RT	4024.44
DAR	3	105+71.19	7.00' LT	4024.13
DAR	4	106+25.63	12.55' LT	4023.87
DAR	5	106+75.49	18.00' LT	4023.62
DAR	6	106+71.32	16.50' RT	4023.43
DAR	7	107+23.16	11.03' RT	4023.35
DAR	8	107+75.62	5.50' RT	4023.29
DAR	9	110+46.32	18.00' RT	4024.03
DAR	10	110+46.32	5.50' RT	4024.16

MEDIAN KK				
ALIGNMENT	POINT	STATION	OFFSET	ELEVATION
DAR	11	111+52.82	7.00' LT	4024.62
DAR	12	111+52.82	16.50' RT	4024.36
DAR	13	113+06.52	7.00' LT	4025.23
DAR	14	113+46.55	16.50' RT	4025.14
DAR	15	113+60.98	12.53' LT	4025.30
DAR	16	113+96.11	5.64' RT	4025.56
DAR	17	114+12.82	18.00' LT	4025.36
DAR	18	114+46.93	5.40' RT	4025.95
DAR	19	115+46.55	18.00' LT	4025.99
DAR	20	115+46.55	5.50' LT	4026.15

DATE	BY	REV	REVISION



OMEGA ENGINEERS, INC. 1515 N CAPITAL OF TEXAS HWY, STE 200, DALLAS, TEXAS 75208
 TEL: 972.708.8800 FAX: 972.708.8801
 WWW.OMEGAENGINEERS.COM
 P.O. BOX 2000 DALLAS, TX 75220

Texas Department of Transportation
DARRINGTON ROAD
 EASTLAKE BLVD. TO NUNDA DR.

MEDIAN LAYOUT
 MEDIAN JJ, KK

SHEET 7 OF 9

DSN	OEI	PROJECT NO.	SHEET
CHK	OEI	6	1155
DRN	OEI	STATE	COUNTY
CHK	OEI	TEXAS	EL PASO
CHK	OEI	CONC.	RECT.
		3451	01