

**IN THE COMMISSIONERS COURT
OF
HUDSPETH COUNTY, TEXAS
A RESOLUTION AND ORDER APPROVING A
ROAD USE AND IMPROVEMENT AGREEMENT BETWEEN
HUDSPETH COUNTY, TEXAS AND BARNARD CONSTRUCTION COMPANY, INC.**

WHEREAS, Hudspeth County, Texas (the “COUNTY” or Hudspeth County) is familiar with the Access Road Repair Project (“Project) contemplated by Barnard Construction Company, Inc (“BARNARD”) in the portion of the County described on Exhibit A, attached hereto and incorporated herein by reference (“Project Area”);

WHEREAS, BARNARD contemplates constructing, operating, maintaining, and eventually decommissioning the Project within the Project Area, including access roads, oversized and overweight transportation activities, laydown and staging yards, utility infrastructure, construction support facilities, and related equipment and improvements (“Improvements”);

WHEREAS, All applicable statutory requirements, including but not limited to §240.907, Texas Local Government Code, §181.044, Texas Utilities Code, and compliance with applicable Hudspeth County ordinances, including the Hudspeth County Dark Skies Ordinance must be adhered to by BARNARD.

WHEREAS, except for requirements imposed by applicable law and the Hudspeth County Dark Skies Ordinance governing outdoor lighting and preservation of dark sky conditions, there are no presently existing Hudspeth County rules or ordinances regarding decommissioning, safety buffer zones, setback requirements, noise restrictions, shade, flicker, glare, shadow, visibility restrictions, or other zoning rules or regulations affecting the proposed ownership, construction, operation, or maintenance of Improvements within the Project Area.

WHEREAS, the ownership, construction, operation and maintenance of the Improvements will require access to, egress from, encroachments into, crossings of, and possibly upgrades (“Road Usage”) to one or more roads maintained by Hudspeth County, or other county-owned or maintained rights-of-way, and, or county-held right-of-way easements located in Hudspeth County, Texas;

WHEREAS, by its dedication, use, and/or maintenance of the roads and as the owner and holder of COUNTY rights-of-way and right-of-way easements in the County, the Commissioners Court of Hudspeth County, Texas has the authority on behalf of the County to permit such Road Usage;

WHEREAS, BARNARD seeks the COUNTY’s permission for such Road Usage and Hudspeth County, Texas has agreed to grant said permission.

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF HUDSPETH COUNTY, TEXAS:

1. That the findings and recitals in the preamble to this Order are found to be true and correct and are hereby RATIFIED, APPROVED and ADOPTED.
2. BARNARD shall coordinate road use, complete roadway preparation where required, maintain impacted roads during construction, repair damage, and complete agreed

roadway improvements necessary to support construction, operation, maintenance, and eventual decommissioning of the Improvements in accordance with the following:

- a. The map attached hereto as Exhibit A identifies and designates those county-maintained roads which will be utilized to develop, install or repair the Improvements (the “County Roads”). The County Roads to be utilized by BARNARD may be revised by written agreement between the Commissioner or Road Administrator and BARNARD.
- b. BARNARD will coordinate with the Commissioner responsible for the roads to be used by BARNARD during this project. BARNARD will appoint a designated person to coordinate with the Commissioner during construction of the project (the “Transportation Coordinator”). The Commissioner and the Transportation Coordinator shall meet, approximately weekly during construction, to discuss planned work for the upcoming week ahead, as well as any issues regarding work done during the previous week. This meeting shall primarily be for information sharing purposes and to facilitate the fulfillment of the requirements of this agreement. Should weekly meetings not be mutually desired, they may arrange a mutually agreeable alternative method of sharing information related to the Project.
- c. BARNARD will complete a pre-construction survey for all designated county-maintained roads (the “Road Study”), which will include current conditions and recommendations for any preparations or modifications that will be necessary to perform required construction of the Project. The survey shall be present to Commissioners Court prior to utilization of the surveyed area for approval. In addition, the County will provide BARNARD, if available, with copies of any plans, cross sections and specifications relevant to the County Roads. Copies of all pre-construction survey documentation shall be provided to the County, including the Road Study, prior to construction of the Project. BARNARD shall not begin construction of the Project until the Commissioner responsible for the roads to be used by BARNARD has approved the Road Study in writing, which approval will not be unreasonably withheld, conditioned, or delayed. The Road Study may include, at BARNARD’s election, videotaping of the roadways, culverts, bridges and drainage structures and, boring and other such other tests deemed necessary by BARNARD’s engineer to determine the pre-construction condition of the roads. All costs, including repair of damage to the roads from boring or other tests, associated with the pre-construction survey shall be borne solely by BARNARD.
- d. It is understood by BARNARD that no other roads may be used for ingress or egress than those roads identified pursuant to paragraph (a) above. Each and any truck with a gross vehicle weight rating (GVWR) of greater than 14,000 pounds operated by BARNARD (or its contractors) for the construction, operation, or maintenance of the Project that is found to be using any road other than the County Roads shall be issued a citation. For each citation, the County may assess BARNARD a fine in the amount of \$1,000.00 in addition to any criminal penalty provided by law.

- e. If required by the Road Study to accommodate such loads, BARNARD, will, at its sole cost, prepare any roads (consistent with the requirements of the approved Road Study) in advance of the introduction of heavy or wide loads as necessary to sustain heavy or wide load trucks or where necessary in advance prepare access points from County Roads. For purposes of this agreement, the term heavy or wide loads are defined as any load exceeding 80,000 pounds in gross weight or 34,000 pounds per axle, and any load more than 102 inches in width. No over-weight or over-size permits will be required from the County for use of the County Roads by BARNARD or its contractors or subcontractors. BARNARD shall have the right to trim and clear trees within the road right-of-way to accommodate its use.
- f. It is understood that maintenance of the roads to be utilized by BARNARD during construction of the Project and to be performed by BARNARD during construction of the Project include grading, dust control, traffic control and placing of sufficient base material to adequately support the anticipated loading to be imposed upon the county-maintained road or as outlined in the designation of county-maintained roads required by this agreement.
- g. All such preparation or repairs by BARNARD, including the widening of roads pursuant to subsection (j) below, shall have the prior approval of the County and property owners affected by any widening, and shall be done in accordance with the standards and specifications for road repair generally used by the County for other county roads. BARNARD shall notify the COUNTY of all agreements with private land owners in respect to widening the roads. If this covenant for road repair by BARNARD cannot be performed by BARNARD or in the event BARNARD fails to perform this covenant within 30 days of a demand that it do so from the County, then the County may perform the road repair required of BARNARD pursuant to this section and BARNARD agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. The County's cost for such repairs shall be determined using the applicable rates used by the Federal Emergency Management Administration for equipment and personnel and the County's actual cost of materials. BARNARD agrees to pay the cost of any such repairs within 30 days of the date BARNARD is billed for such services by the County.
- h. BARNARD may not widen or change the course of any County road without the consent of the County and any affected property owners (to the same extent that the consent of the affected property owners would be required if the County widened or changed the course of a County road), which consent shall not be unreasonably withheld, conditioned, or delayed so long as BARNARD is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require BARNARD to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. BARNARD agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

- i. Any roads constructed upon private property by BARNARD will not, and shall not hereafter, become the responsibility of the County unless the County receives from the landowner a dedication of sufficient right of way, and the Commissioners Court, in its sole discretion, finds the road serves a sufficient public purpose and affirmatively accepts the road as a County road.
- j. Any County owned cattle guards, culverts or bridges, if any, that must be replaced or repaired in the Project Area as result of the construction of the project and heavy loads associated with the project will be repaired to a substantially similar condition by BARNARD, subject to supervision and approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. If any damage occurs to any COUNTY owned property, BARNARD shall provide written notice to the COUNTY within 24 hours of the damage occurring.
- k. Following completion of construction of the Project, BARNARD shall deliver a notice to the County that construction is complete and the County Roads have been restored to their pre-construction condition as determined by the Road Study (the "Completion of Construction Notice"). Upon receipt of the Completion of Construction Notice, the County will have thirty (30) business days to accept the condition of the County Roads or dispute that the County Roads have not been properly restored. If the County disputes the Completion of Construction Notice, the Parties shall work together in good faith to determine resolve the dispute. If the Parties are not able to resolve the dispute in good faith, either Party may demand the dispute to be resolved under the dispute process of Section 4 herein. Following acceptance (or deemed acceptance) of the Completion of Construction Notice, maintenance of the County Roads, including the requirements of Section 2(f) herein, shall be the responsibility of the County.
- l. To more fully implement the terms of subsection (c) of this Agreement, BARNARD agrees to provide a surety bond in favor of the County, in an amount equal to One Hundred Thousand Dollars (\$100,000.00) per mile prior to the commencement of significant construction activities for the project. For purposes of this Agreement, significant construction activities shall mean any vehicular traffic carrying loads in excess of 80,000 pounds. This bond shall be available to be applied to any costs incurred by Hudspeth County for the repair of roads, bridges, cattle guards, culverts or other road infrastructure due to damage caused by the activities of BARNARD in the project area. The County will first give notice to BARNARD of the damage claimed, and BARNARD will have thirty (30) days in which to cure any claimed damage. Failure to cure the claimed damage will authorize the County to access the bond to the extent of the actual costs of repairs incurred by the County, as documented by actual receipts for material, labor or equipment use rates, as based on FEMA publications, as noted above. Upon the acceptance (or deemed acceptance) of the Completion of Construction Notice, (i) any surety bond established under this paragraph shall be terminated by the County and BARNARD.

- m. BARNARD agrees to defend, indemnify and hold harmless Hudspeth County and its officers, representatives and employees against any and all losses, damages, claims, expenses and liabilities for physical damage to the property of Hudspeth County or to any person, including reasonable attorney's fees arising out of the project with respect to BARNARD (1) any negligent, careless or reckless act or omission on the part of BARNARD, or its contractors and subcontractors, and (2) any breach of this agreement This indemnity agreement shall survive the termination of this agreement.
- n. BARNARD agrees to provide insurance at all times during construction and such insurance will include: (1) Worker's compensation insurance in compliance with the laws of the State of Texas (2) Commercial General Liability insurance with limits of \$2,000,000.00 per occurrence, and (3) Automobile Liability insurance with limits of \$1,000,000.00 per occurrence. Certificates of Insurance will be provided upon request to the County. Hudspeth County will be identified as an additional insured on the Commercial General Liability and Automobile Liability insurance policies (but excluding the Worker's Compensation insurance policy) required under this agreement related to the project to the extent of the liabilities assumed under the agreement.
- o. BARNARD agrees to ensure that all its workers and subcontractors are properly certified and/or licensed in their respective duties.
- p. BARNARD agree to use the utility easements for the purposes of providing services to that area.

3. The Commissioners' Court hereby grants permission to BARNARD, and its successors and assigns, during the planning and construction phases of its Project and Improvements, and thereafter during the operation and maintenance phase of the Project and Improvements until said Project and Improvements are completely abandoned, to use all County roads for the "Road Usages" described herein, including but not limited to, (a) access and egress to and from the Project, (b) encroachment of project facilities and improvements under, along or into the right of way of said County roads, in the form of new driveway entrances to and from the county road.

4. ***Limitation of Approval.*** Notwithstanding any provision contained herein, this Agreement shall govern only the use of County roads, County-maintained rights-of-way, and related roadway improvements necessary to support the PROJECT. Approval of this Agreement shall not be construed as:

- a. approval, endorsement, or support by Hudspeth County of the location, alignment, scope, necessity, design, operation, construction, maintenance, or decommissioning of the PROJECT;
- b. approval of any federal, state, or local permits, authorizations, environmental reviews, regulatory approvals, or agency determinations required for the Project;
- c. authorization for entry upon private property or waiver of any private property rights;

d. approval, endorsement, ratification, or waiver relating to the exercise of eminent domain authority by any governmental entity; or

e. limitation of the County's ability to comment upon, coordinate regarding, advocate concerning, or otherwise participate in future governmental review or public processes affecting the Project.

The permissions granted herein are expressly limited to Road Usage and Improvement activities authorized under this Agreement and shall not be interpreted as consent or approval for any activity outside the County's authority over County roads and related transportation infrastructure.

5. **Disputes.** Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the Texas Arbitration Mediation Services, Inc. in accordance with its Texas Arbitration Mediation Services, Inc Rules of Arbitration. The place of arbitration shall be El Paso, Texas. Texas law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs of the arbitration services shall be carried equally by both parties. Each party shall be solely responsible for their legal fees for representation and associated fees unless the arbitrator rules otherwise.

6. **Force Majeure Event.** Whenever performance is required of a Party hereunder, such Party shall use all diligence and take all necessary measures in good faith to perform; provided, however, that if a Party's performance of its obligations under this agreement is prevented, delayed, or otherwise impaired at any time due to any of the following causes, then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances: acts of God, extreme weather, war, civil commotion, riots, or damage to work in progress by reason of fire or other casualty, strikes, lock outs or other labor disputes; epidemic or pandemic (including, COVID-19, but only to the extent of direct impacts of COVID-19 (including travel restrictions, quarantine restrictions, supply chain disruptions, and labor force disruptions) of which the Parties were not aware, and should not reasonably have been aware, as of the execution date of this Agreement, delays in transportation; inability to secure labor or materials in the open market; war, terrorism, sabotage, civil strife or other violence; the effect of any law, proclamation, action, demand or requirement of any government agency; or litigation contesting all or any portion of the right, title and interest of BARNARD or the County under this Agreement. If either Party experiences, or anticipates that it will experience, an event that, pursuant to this Section 6, shall extend the time of performance by such Party of any obligation under this agreement, then such Party shall provide prompt written notice to the other Party of the nature and the anticipated length of such delay.

7. **Notices.** All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

If to the County:

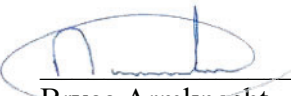
Hudspeth County Judge
109 Millican
Sierra Blanca, Texas 79851

If to Barnard Construction Company Inc.:

By U.S. Postal Service, Fedex, UPS, courier and personal delivery:
Barnard Construction Company Inc.
3520 Royal Wolf Way
Bozeman, Montana 59718
406-586-1995
Bryce.armknecht@barnard-inc.com

PASSED AND APPROVED at this public hearing of the Hudspeth County Commissioners' Court, at which a quorum was present, on _____, 2026.

Joanna E. MacKenzie
County Judge
Hudspeth County, Texas



Bryce Armknecht
Authorized Signatory
Barnard Construction Company Inc.

ATTEST:

County Clerk

EXHIBITS

Exhibit A – Project Area and County Roads

Exhibit B – Road Assessment and Improvement Plan

EXHIBIT A

Map of Project Area and County Roads

County roads to be repaired, utilized, and maintained in the Project Area are indicated in red.



Exhibit B

Road Assessment and Improvement Plan

Barnards road assessment includes the following:

- Completed Video and Photographic Documentation of Original Road Conditions
 - o Conducted March 2026 – April 2026
- Independent field and technical study of current drainage patterns and repetitive washout areas of the Hudspeth County Access Roads
 - o Conducted from March 2026 – May 2026
- Joint field study and analysis of repetitive washout areas with Hudspeth County Commissioner Russel Moore
 - o Conducted June 3, 2026

Barnards Improvement Plans include the following:

- Detailed Drawings of Access Road Repair
- Overall Improvement Plans, which include:
 - o Grading the existing road to promote drainage
 - o Resurfacing the road to improve durability
 - o Installation of culverts to bi-pass water under access roads
 - o Installation of composite mats and/or concrete to pass water over the top of roadways without impacting the integrity of the roadway.
- KMZ file detailing specific locations of planned drainage features

Please see the following pages for further information

Exhibit B.1 – Detailed Drawings of Access Road Repair including locations of Drainage Features

ACCESS ROAD REPAIR ESPERANZA TO INDIAN HOT SPRING RD



VICINITY MAP
SCALE: 1"=400'

[illegible]

RIZZO INTERNATIONAL 34400 RIVERVIEW, CA 94066 PHON: 415.123.1115		DATE: 06/11/2008
DESIGNED BY: RIZZO	OWN BY: CCL	CONTRACT NO.: T0801206F 00000102
CHD BY: CO	BLUET TOED BY: CJL	PROJECT NO.: *
FILE NAME: SIZE:	FILE NUMBER: 06/11/2008	FILE NUMBER: 06/11/2008
PLOT SCALE: 1"=400'		

BBT-1 ACCESS ROAD REPAIR
ESPERANZA RD TO INDIAN HOT SPRINGS RD



SHEET
IDENTIFICATION
G-001

1

2

3

4

5

ABBREVIATIONS

ACI.....

AMERICAN CONCRETE INSTITUTE

ASTM.....

AMERICAN SOCIETY FOR TESTING MATERIALS

APPROX.....

APPROXIMATE

BP.....

BEGINNING POINT

BACK FACE.....

BACK FACE

BM.....

BENCH MARK

BMR.....

BARRY M. GOLDWATER RANGE

BMP.....

BEST MANAGEMENT PRACTICES

BOT.....

BOTTOM

BS.....

BORDER SECURITY INITIATIVE

BTWN.....

BETWEEN

CBP.....

CUSTOMS AND BORDER PROTECTION

CJ.....

CONSTRUCTION JOINT

CON.....

CONSTRUCTION

CON.....

CONTRACTING OFFICER'S REPRESENTATIVE

CP.....

CONTROL POINT

CST.....

CONSTRUCTION

CL.....

CENTERLINE

CP.....

CONTROL POINT

DA.....

DIAMETER

D.....

DEPTH

DHS.....

DEPARTMENT OF HOMELAND SECURITY

DTLS.....

DETAILS

E.....

EASTING

EA.....

EACH

EG.....

EXISTING GRADE

EJ.....

EXPANSION JOINT

EL.....

ELEVATION

EQ.....

EQUAL

ETC.....

ETCETERA

EX.....

EXISTING

FF.....

FRONT FACE

FG.....

FINAL GRADE

FO.....

FIBER OPTIC

FT.....

FEET/FOOT

FND.....

FOUNDATION

GA.....

GAGE

GALV.....

GALVANIZED

H.....

HEIGHT/HIGH

HORZ.....

HORIZONTAL

IB.....

INTERNATIONAL BOUNDARY LINE

IN.....

INCHES

INT.....

INTERMEDIATE

INFO.....

INFORMATION

LBS.....

POUNDS

LWC.....

LOW WATER CROSSING

L.P.....

LOW POINT

LT.....

LEFT

MED.....

MATCH EXISTING GRADE

MIN.....

MINIMUM

MAX.....

MAXIMUM

MCAU.....

MANUFACTURED CONCRETE ARMOR UNIT

MON.....

MONUMENT

MPH.....

MILES PER HOUR

N.T.S.....

NOT TO SCALE

N.....

NORTHING

N/A.....

NOT APPLICABLE

OC.....

ON CENTER

OHE.....

OVERHEAD ELECTRIC

P&P.....

PLAN AND PROFILE

PCC.....

PORTLAND CEMENT CONCRETE

PI.....

POINT OF INTERSECTION

PL.....

PLATE

POE.....

POINT OF ENTRY

PSI.....

POUNDS PER SQUARE INCH

PTE.....

POLY(TETRAFLUOROETHYLENE)

PVI.....

POINT OF VERTICAL INTERSECTION

R.....

RADIUS

RD.....

ROAD

REINF.....

REINFORCED

REQD.....

REQUIRED

RFP.....

REQUEST FOR PROPOSAL

ROW.....

RIGHT OF WAY

RVS.....

REMOTE VIDEO SURVEILLANCE SYSTEM

SHT.....

SHEET

SWR.....

SEWER

STA.....

STATION

SPECS.....

SPECIFICATIONS

SWPPP.....

STORM WATER POLLUTION PROTECTION PLAN

TH.....

THICKNESS

TYP.....

TYPICAL

TBD.....

TO BE DETERMINED

TBM.....

TURF REINFORCEMENT MAT

TX DOT.....

TEXAS DEPARTMENT OF TRANSPORTATION

UFGS.....

UNIFIED FACILITIES GUIDE SPECIFICATIONS

UG.....

UNDERGROUND

UNCL.....

UNLESS NOTED OTHERWISE

USACE.....

UNITED STATES ARMY CORPS OF ENGINEERS

USBRWC.....

UNITED STATES INTERNATIONAL BOUNDARY & WATER COMMISSION

VERT.....

VERTICAL

VF.....

VEHICULAR FENCE

W.....

WITH

WSE.....

WATER SURFACE ELEVATION

WTR.....

WATER MAIN

&.....

AND

LEGEND

EXISTING FENCE

NEW TYPE P-3 BOLLARD FENCE

NEW ROAD

INTERNATIONAL BOUNDARY

EXISTING STRUCTURE

EXISTING OVERHEAD ELECTRICAL LINE

EXISTING UNDERGROUND ELECTRICAL LINE

EXISTING WATER LINE

LGDS CABLE

SHEET PILE

GUARDRAIL

SITE LIGHTING

ROOSEVELT EASEMENT

EXISTING WATER FLOW LINE

PROPOSED DITCH

CONTROL POINT

BORING HOLE

PROPOSED SWING GATE

MONUMENT

EXISTING POWER POLE

SPLICE BOX (SB)

POINT OF VERTICAL INTERSECTION

LIGHT POLE

MANHOLE

SHRUB OR GROUP OF TREES

PROPOSED CONCRETE

STABILIZED ROAD SURFACE

CONTOUR LABEL

135

EXISTING GRADE

130.0

FINAL GRADE

140.0

PROPOSED BOX CULVERT

METER / UTILITY

SIGNS

BUILDING

POST / BOLLARD

SHEET INDEX

G-001

COVER SHEET

G101

SHEET INDEX, ABBREVIATIONS & LEGEND

CG502

DETAIL - CULVERT CROSSING

CS101

PLAN VIEW

CS102

PLAN VIEW

CS103

PLAN VIEW

CS501

ACCESS ROAD TYPICAL SECTION

CS502

CATTLE GUARD DETAILS

S-516

CONCRETE LOW WATER CROSSING DETAILS

100%

QUALITY ASSURANCE

100%

QUALITY ASSURANCE

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PROFILE

SHOULDER 20' PATROL ROAD SHOULDER

VARES 2:1 TYP VARES

FC-2 ALL WEATHER ROAD THICKNESS = 4"

PLAN - 18" CORRUGATED PIPE

SHOULDER 20' PATROL ROAD SHOULDER

VARES 2:1 TYP VARES

NOTE:
REPLACE/INSTALL CULVERT AS DETERMINED BY CONTRACTOR.

BARNARD

100% SUBMITTAL

DATE: 10/10/2024

BY: [Signature]

RIZZO INTERNATIONAL

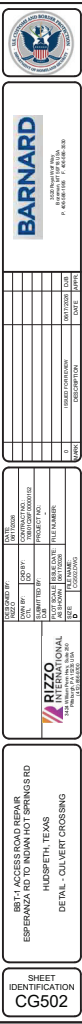
100% SUBMITTAL

DATE: 10/10/2024

BY: [Signature]

18171 ACCESS ROAD REPAIR
ESPERANZA RD TO INDIAN HOT SPRINGS RD
HUDSPETH, TEXAS
DETAIL - CULVERT CROSSING

SHEET IDENTIFICATION
CG502

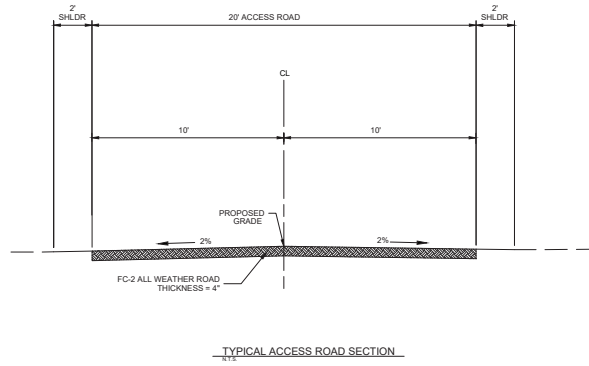


NOTE:

REPLACE/INSTALL CULVERT AS DETERMINED BY CONTRACTOR.



BBT-1 SEGMENT
VERTICAL BARRIER ALIGNMENT



NOTES:
1. FC-2 ALL WEATHER AGGREGATE ROAD SHALL HAVE A MINIMUM ROAD THICKNESS OF 4".



BARNARD

P, 46-61(00-1100) F, 46-61(00-3030)

[illegible]

 RIZZO INTERNATIONAL 2415 19013 rd. VA 12230 USA (415) 854-6350	FORM BY: CPL	CONTRACT NO: 780128P 00001162
	SUBMITTED BY: DATE: 06/11/2008 FILE NAME:	PROJECT NO: FILE NUMBER C5601.DWG

ESPERANZA RD TO INDIAN HOT SPRINGS RD
HUDSPETH, TEXAS
ACCESS ROAD
TYPICAL SECTION

SHEET
IDENTIFICATION
CS501



Esperanza to Indian Hotsprings Road

Drainage Feature Locations

Legend

 Indian Hotsprings West



Google Earth

Image © 2026 Airbus

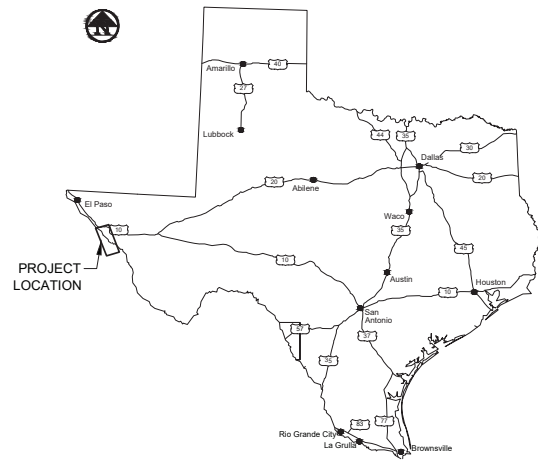
N
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BBT-1 ACCESS ROAD REPAIR HUDSPETH, TEXAS

DATE: JUNE 17, 2026

ACCESS ROAD REPAIR

INDIAN HOT SPRING TO BRAMLETT ROAD



LOCATION MAP
NOT TO SCALE



VICINITY MAP
SCALE: 1"=8000'

[illegible][illegible]

ACCESS ROAD REPAIR
SPRING TO BRAMLETT ROAD
DOWSPETH, TEXAS
COVER SHEET



SHEET
IDENTIFICATION
G-001

1

2

3

4

5

ABBREVIATIONS

ACI.....

AMERICAN CONCRETE INSTITUTE

ASTM.....

AMERICAN SOCIETY FOR TESTING MATERIALS

APPROX.....

APPROXIMATE

BP.....

BEGINNING POINT

BACK FACE.....

BACK FACE

BM.....

BENCH MARK

BMR.....

BARRY M. GOLDWATER RANGE

BMP.....

BEST MANAGEMENT PRACTICES

BOT.....

BOTTOM

BS.....

BORDER SECURITY INITIATIVE

BTWN.....

BETWEEN

CBP.....

CUSTOMS AND BORDER PROTECTION

CJ.....

CONSTRUCTION JOINT

CON.....

CONSTRUCTION

CON.....

CONTRACTING OFFICER'S REPRESENTATIVE

CP.....

CONTROL POINT

CST.....

CONSTRUCTION

CL.....

CENTERLINE

CP.....

CONTROL POINT

DA.....

DIAMETER

D.....

DEPTH

DHS.....

DEPARTMENT OF HOMELAND SECURITY

DTLS.....

DETAILS

E.....

EASTING

EA.....

EACH

EG.....

EXISTING GRADE

EJ.....

EXPANSION JOINT

EL.....

ELEVATION

EQ.....

EQUAL

ETC.....

ETCETERA

EX.....

EXISTING

FF.....

FRONT FACE

FG.....

FINAL GRADE

FO.....

FIBER OPTIC

FT.....

FEET/FOOT

FND.....

FOUNDATION

GA.....

GAGE

GALV.....

GALVANIZED

H.....

HEIGHT/HIGH

HORZ.....

HORIZONTAL

IB.....

INTERNATIONAL BOUNDARY LINE

IN.....

INCHES

INT.....

INTERMEDIATE

INFO.....

INFORMATION

LBS.....

POUNDS

LWC.....

LOW WATER CROSSING

L.P.....

LOW POINT

LT.....

LEFT

MED.....

MATCH EXISTING GRADE

MIN.....

MINIMUM

MAX.....

MAXIMUM

MCAU.....

MANUFACTURED CONCRETE ARMOR UNIT

MON.....

MONUMENT

MPH.....

MILES PER HOUR

N.T.S.....

NOT TO SCALE

N.....

NORTHING

N/A.....

NOT APPLICABLE

OC.....

ON CENTER

OHE.....

OVERHEAD ELECTRIC

P&P.....

PLAN AND PROFILE

PCC.....

PORTLAND CEMENT CONCRETE

PI.....

POINT OF INTERSECTION

PL.....

PLATE

POE.....

POINT OF ENTRY

PSI.....

POUNDS PER SQUARE INCH

PTE.....

POLYTETRAFLUORETHYLENE

PVI.....

POINT OF VERTICAL INTERSECTION

R.....

RADIUS

RD.....

ROAD

REINF.....

REINFORCED

REQD.....

REQUIRED

RFP.....

REQUEST FOR PROPOSAL

ROW.....

RIGHT OF WAY

RVS.....

REMOTE VIDEO SURVEILLANCE SYSTEM

SHT.....

SHEET

SWR.....

SEWER

STA.....

STATION

SPECS.....

SPECIFICATIONS

SWPPP.....

STORM WATER POLLUTION PROTECTION PLAN

TH.....

THICKNESS

TYP.....

TYPICAL

TBD.....

TO BE DETERMINED

TBM.....

TURF REINFORCEMENT MAT

TX DOT.....

TEXAS DEPARTMENT OF TRANSPORTATION

UFGS.....

UNIFIED FACILITIES GUIDE SPECIFICATIONS

UG.....

UNDERGROUND

UNO.....

UNLESS NOTED OTHERWISE

USACE.....

UNITED STATES ARMY CORPS OF ENGINEERS

USBRWC.....

UNITED STATES INTERNATIONAL BOUNDARY & WATER COMMISSION

VERT.....

VERTICAL

VF.....

VEHICULAR FENCE

W.....

WITH

WSE.....

WATER SURFACE ELEVATION

WTR.....

WATER MAIN

&.....

AND

LEGEND

EXISTING FENCE

NEW TYPE P-3 BOLLARD FENCE

NEW ROAD

INTERNATIONAL BOUNDARY

EXISTING STRUCTURE

EXISTING OVERHEAD ELECTRICAL LINE

EXISTING UNDERGROUND ELECTRICAL LINE

EXISTING WATER LINE

LGDS CABLE

SHEET PILE

GUARDRAIL

SITE LIGHTING

ROOSEVELT EASEMENT

EXISTING WATER FLOW LINE

PROPOSED DITCH

CONTROL POINT

BORING HOLE

PROPOSED SWING GATE

MONUMENT

EXISTING POWER POLE

SPLICE BOX (SB)

POINT OF VERTICAL INTERSECTION

LIGHT POLE

MANHOLE

SHRUB OR GROUP OF TREES

PROPOSED CONCRETE

STABILIZED ROAD SURFACE

CONTOUR LABEL

135

EXISTING GRADE

130.0

FINAL GRADE

140.0

PROPOSED BOX CULVERT

METER / UTILITY

SIGNS

BUILDING

POST / BOLLARD

SHEET INDEX

G-001

COVER SHEET

G101

SHEET INDEX, ABBREVIATIONS & LEGEND

CG502

DETAIL - CULVERT CROSSING

CS101

PLAN VIEW

CS102

PLAN VIEW

CS103

PLAN VIEW

CS104

PLAN VIEW

CS105

PLAN VIEW

CS501

ACCESS ROAD TYPICAL SECTION

CS502

CATTLE GUARD DETAILS

S-516

CONCRETE LOW WATER CROSSING DETAILS

100%

QUALITY ASSURANCE

100%

QUALITY ASSURANCE

100%

QUALITY ASSURANCE

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QUALITY ASSURANCE

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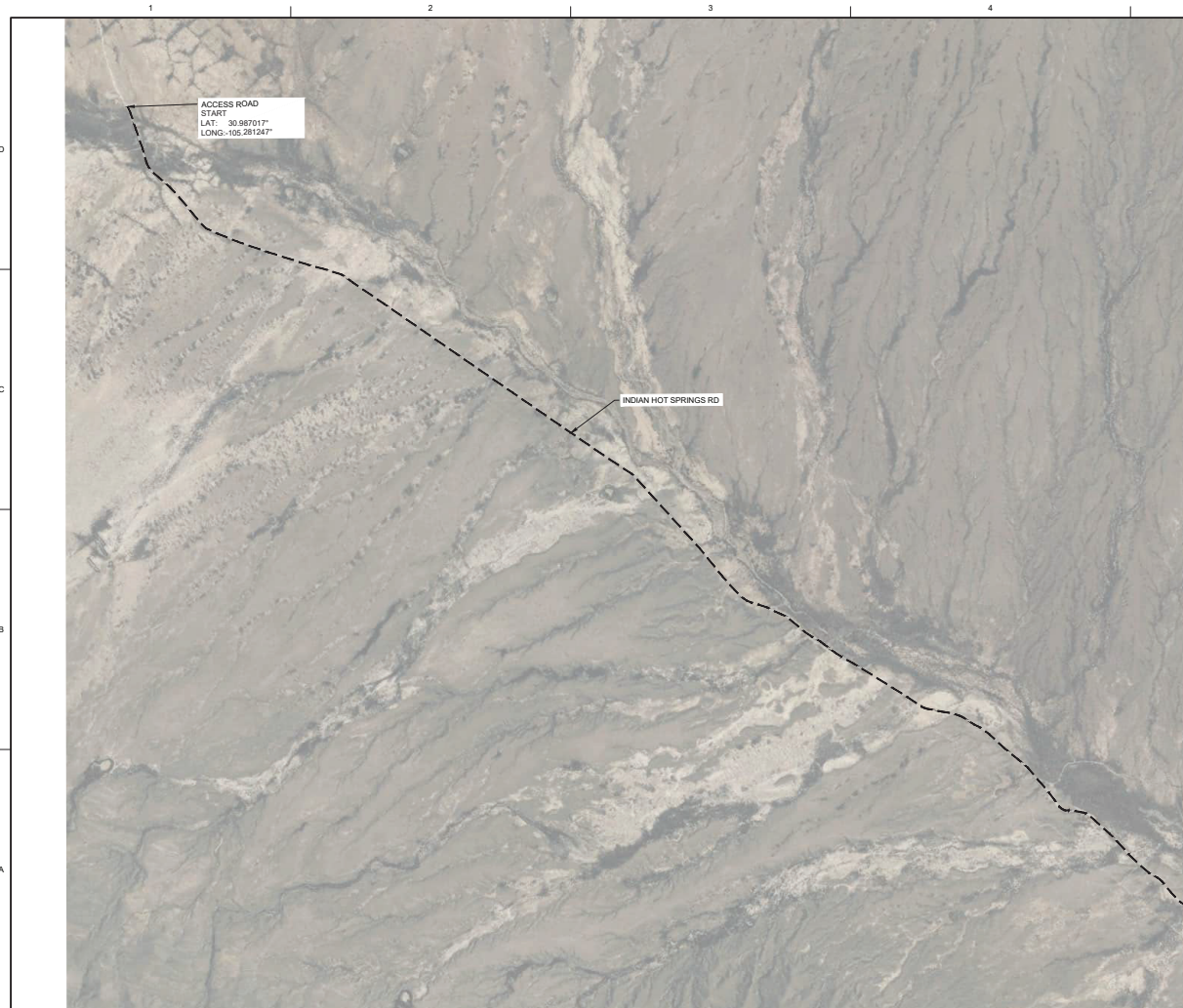
QUALITY ASSURANCE

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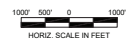
88T-1 ACCESS ROAD REPAIR
N N HOT SPRING TO BRAMLETT ROAD
HUDSPETH, TEXAS
DETAIL - CULVERT CROSSING



SHEET
IDENTIFICATION
CG502



- ### CONSTRUCTION NOTES
- 1 ROAD IMPROVEMENTS PER DETAILS ON SHEET CS501
 - 2 INSTALL CATTLE GUARDS PER DETAILS ON CS502
 - 3 REPLACE/INSTALL CULVERTS AS DETERMINED BY THE CONTRACTOR. SEE SHEET CG502
 - 4 REPLACE/INSTALL LOW WATER CROSSINGS AS DETERMINED BY THE CONTRACTOR. SEE SHEET S-516



- NOTES:**
1. TIE EXISTING ROADS INTO IMPROVED ACCESS ROAD.
 2. PHOTOGRAPHY BASED ON AUTOCAD CIVIL3D GEOLOCATION MAPPING PROVIDED BY MICROSOFT BING. DATE OF PHOTOGRAPHY UNKNOWN.

[illegible]

 RIZZO INTERNATIONAL 34-08 Wilbur Park Hwy., Suite 250 Fort Worth, TX 76116-1008 (817) 462-0500		PCUR OWN BY: CHD BY: 04/27/0008 CTL: 04/27/0008 ELIMINATED BY: 04/27/0008 DAB: 04/27/0008 PROJECT NO.: 100012000000000000 SOLICITATION NO.: 100012000000000000 FILE NAME: NA PLOT SCALE: 1"=10'-0"		SIZE: 11.00x16.00 FILE NAME: 02 - RIZZO TO BIRMINGHAM LETTER 02 - RIZZO TO BIRMINGHAM LETTER	
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BBT-1 ACCESS ROAD REPAIR
INDIAN HOT SPRINGS RD TO BRAMLETT RD
HUDSPETH, JEFF DAVIS & PRESIDIO, TEXAS

SHEET
IDENTIFICATION
CS101

— MATCHLINE —
SEE SHEET CS104

- ① ROAD IMPROVEMENTS PER DETAILS ON SHEET CS501
- ② INSTALL CATTLE GUARDS PER DETAILS ON CS502
- ③ REPLACE/INSTALL CULVERTS AS DETERMINED BY THE CONTRACTOR. SEE SHEET CG502
- ④ REPLACE/INSTALL LOW WATER CROSSINGS AS DETERMINED BY THE CONTRACTOR. SEE SHEET S-516



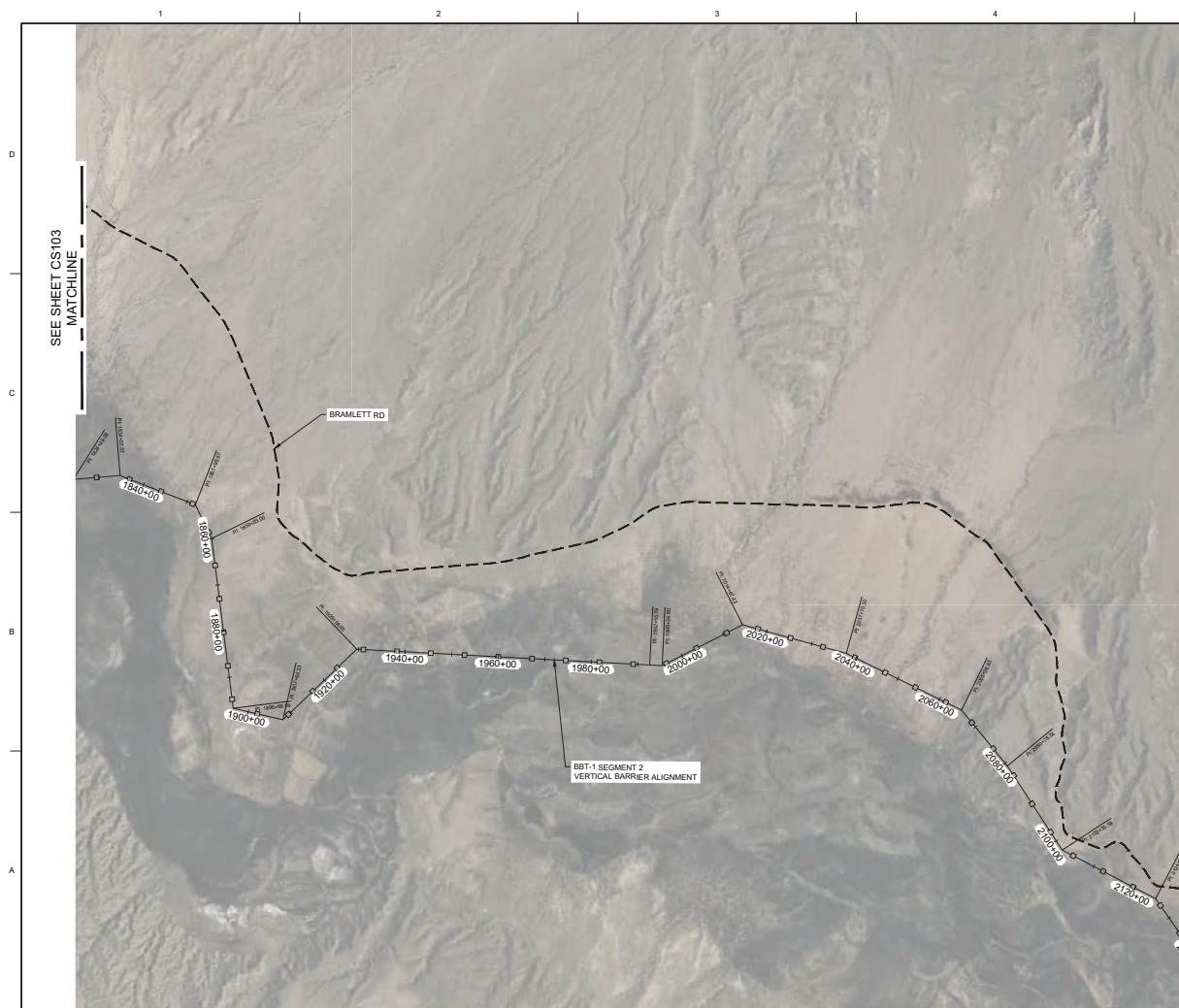
1. TIE EXISTING ROADS INTO IMPROVED ACCESS ROAD
2. PHOTOGRAPHY BASED ON AUTOCAD CIVIL3D
GEOLOCATION MAPPING PROVIDED BY MICROSOFT
BING. DATE OF PHOTOGRAPHY UNKNOWN.

[illegible]

 RIZZO INTERNATIONAL 3424 Wilshire Park Way, Suite 250 Philadelphia, PA 19104 USA Tel: (610) 662-0030	DESIGNED BY: PCN		DATE: 06/27/0008
	CORR BY: CIL	CDD BY: SMM	PROJECT NO: 7000120000000000
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BBT-1 ACCESS ROAD REPAIR
INDIAN HOT SPRINGS RD TO BRAMLETT RD
MUDSPETH, JEFF DAVIS & PRESIDIO, TEXAS
PLAN VIEW

SHEET
IDENTIFICATION
CS103



SEE SHEET CS103
MATCHLINE

BRAMLETT RD

BBT-1 SEGMENT 2
VERTICAL BARRIER ALIGNMENT

NOTES:

1. TIE EXISTING ROADS INTO IMPROVED ACCESS ROAD
2. PHOTOGRAPHY BASED ON AUTOCAD CIVIL3D
GEOLOCATION MAPPING PROVIDED BY MICROSOFT
RING. DATE OF PHOTOGRAPHY UNKNOWN

CONSTRUCTION NOTES

- ROAD IMPROVEMENTS PER DETAILS ON SHEET CS501
- INSTALL CATTLE GUARDS PER DETAILS ON CS502
- REPLACE/INSTALL CULVERTS AS DETERMINED BY THE CONTRACTOR. SEE SHEET CS502
- REPLACE/INSTALL LOW WATER CROSSINGS AS DETERMINED BY THE CONTRACTOR. SEE SHEET CS-516



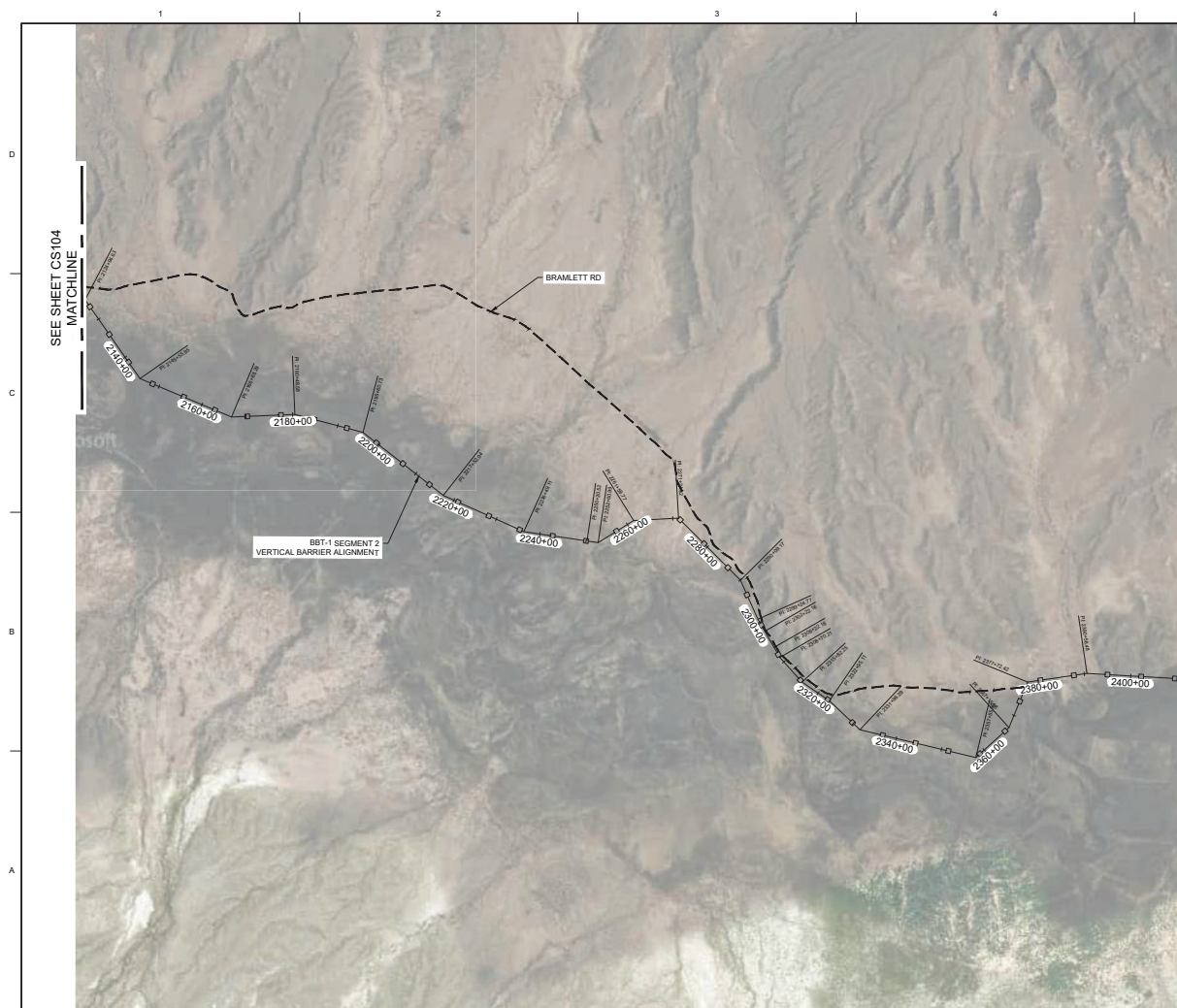
BBT-1 ACCESS ROAD REPAIR
INDIAN HOT SPRINGS RD TO BRAMLETT RD
AUDSPETH, JEFF DAVIS & PRESIDIO, TEXAS

SHEET
IDENTIFICATION
CS104



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 RIZZO INTERNATIONAL 3424 Wilson Parkway, Suite 260 Houston, Texas 77063, U.S.A. Tel: (713) 660-0000 Fax: (713) 660-0000	DATE: 04/27/2009 TIME: 10:47:00	
	ORDER BY: CDS BY: 04/27/2009 CUY: 04/27/2009 PROJECT NO.: 00001200000000000000 DRAWING NO.: 00001200000000000000	FILE NAME: TA



SEE SHEET CS104
MATCHLINE

BRAMLETT RD

BBT-1 SEGMENT 2
VERTICAL BARRIER ALIGNMENT

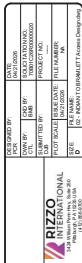
CONSTRUCTION NOTES

- 1 ROAD IMPROVEMENTS PER DETAILS ON SHEET CS501
- 2 INSTALL CATTLE GUARDS PER DETAILS ON CS502
- 3 REPLACE/INSTALL CULVERTS AS DETERMINED BY THE CONTRACTOR. SEE SHEET CS502
- 4 REPLACE/INSTALL LOW WATER CROSSINGS AS DETERMINED BY THE CONTRACTOR. SEE SHEET S-116



NOTES

1. TIE EXISTING ROADS INTO IMPROVED ACCESS ROAD
2. PHOTOGRAPHY BASED ON AUTOCAD CIVIL3D
GEOLOCATION MAPPING PROVIDED BY MICROSOFT
BING. DATE OF PHOTOGRAPHY UNKNOWN.

[illegible]

BBT-1 ACCESS ROAD REPAIR
INDIAN HOT SPRINGS RD TO BRAMLETT RD
MUDSPETH, JEFF DAVIS & PRESIDIO, TEXAS
PLAN VIEW

SHEET
IDENTIFICATION
CS105

[illegible]

 RIZZO INTERNATIONAL 3414 Wilshire Blvd. Suite 260 Los Angeles, CA 90010 (310) 844-3330	CONTRACT NO.: T0801258F 00000152
	PROJECT NO.: -
DRAW BY: C.T.L.	CHECK BY: D.O.
SUBMITTED BY: D.A.B.	ISSUE DATE: 06/17/2008
PLOT SCALE: 1"=8'-0"	FILE NUMBER: C5601.DWG
SIZE: D	FILE NAME:

-1 ACCESS ROAD REPAIR
DOT SPRING TO BRAMLETT ROAD
HUDSPETH, TEXAS
ACCESS ROAD
TYPICAL SECTION



SHEET
IDENTIFICATION
CS501

Indian Hotsprings to Bramlett Road

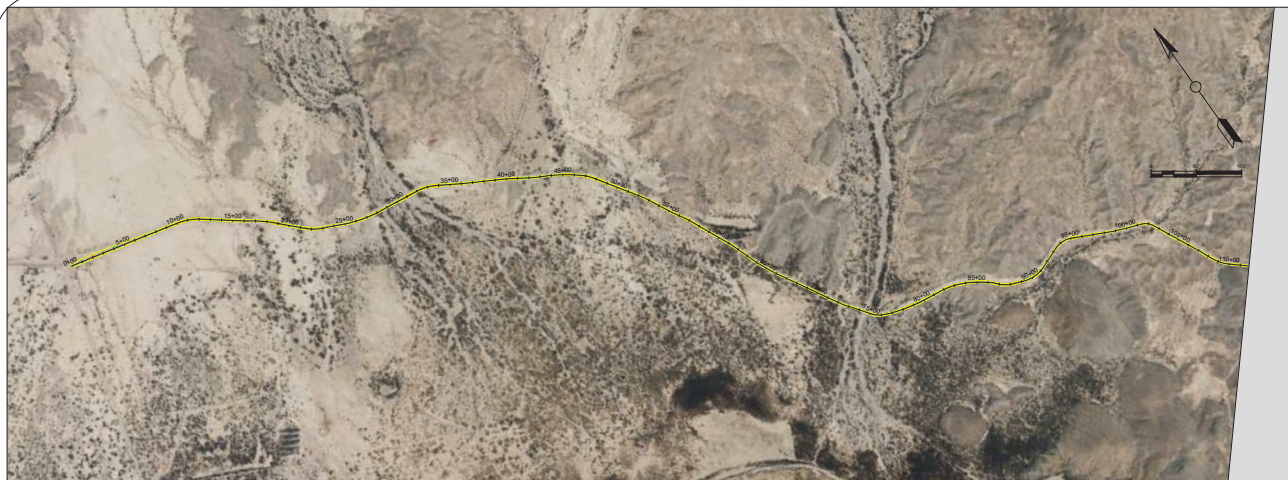
Drainage Feature Locations

Legend

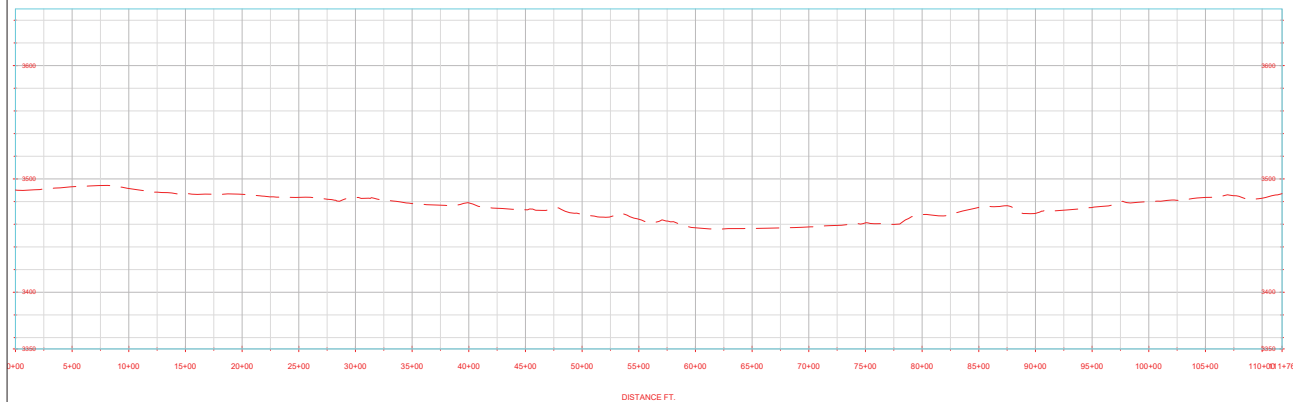
 Highway Rd 1111/Indian Hot Springs/Bramlett



Exhibit B.2 – As-Built Existing Survey



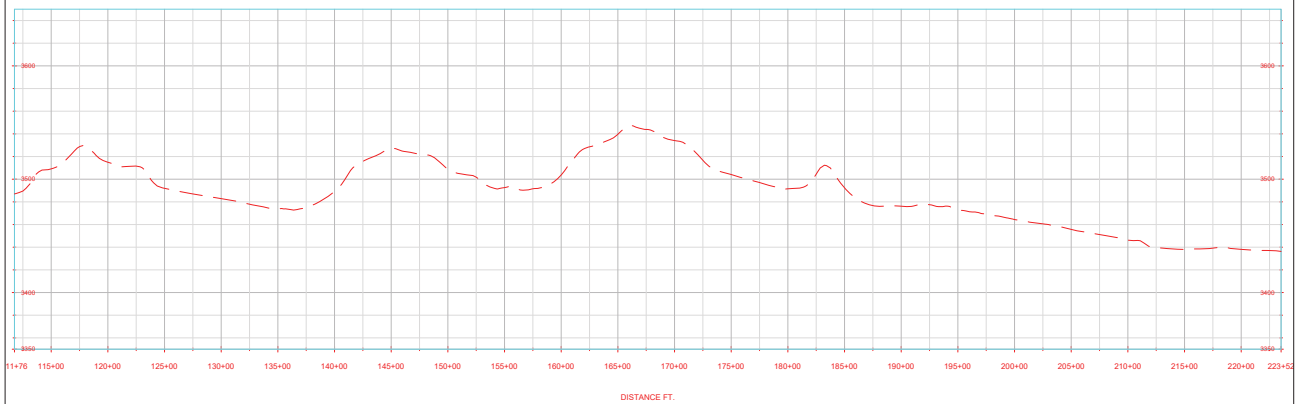
Profile View of INDIAN HOT SPRINGS RD CL



General Notes			
No.	Revision/Issue	Date	
Plan Name and Address 			
Project Name and Address INDIAN HOT SPRINGS EXISTING RD TOPO 06/09/2026 EDGE OF RD CAPTURE AT 25H INTERVALS			
Project BBT-1		Sheet	
Date 6/17/2026		001	
Scale 1" = 400'			



Profile View of INDIAN HOT SPRINGS RD CL



General Notes		
No.	Revision/Issue	Date

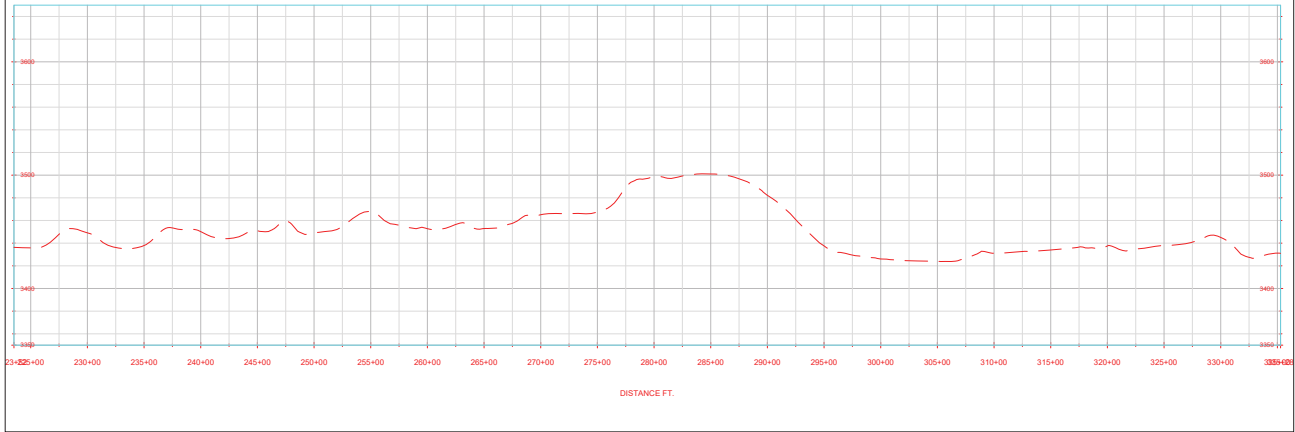
Pin Name and Address

Pinch Name and Address
INDIAN HOT SPRINGS EXISTING RD TOPO 06/09/2026 EDGE OF RD CAPTURE AT 25ft INTERVALS

Product BBT-1	Sheet
Date 6/17/2026	002
Scale 1" = 400'	



Profile View of INDIAN HOT SPRINGS RD CL



General Notes

No.	Revision/Issue	Date

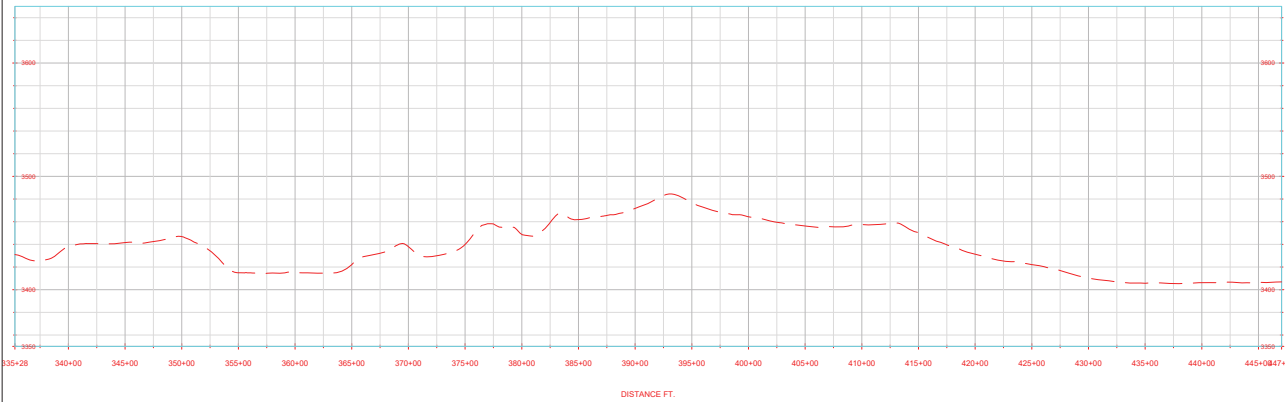
Project Name and Address

Project Name and Address
INDIAN HOT SPRINGS EXISTING RD
TOPO 06/09/2026
EDGE OF RD CAPTURE
AT 25ft INTERVALS

Project	Sheet
BBT-1	003
Date 6/17/2026	
Scale 1" = 400'	



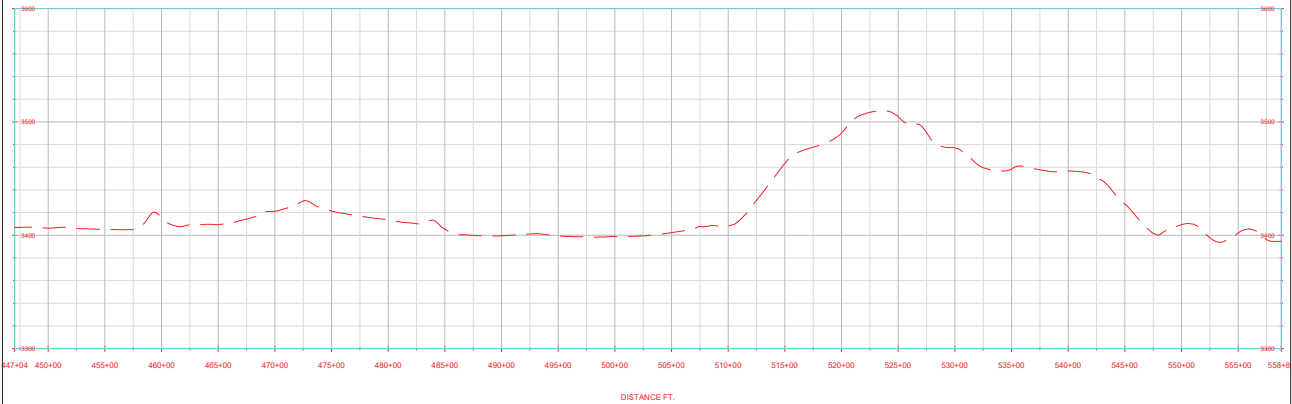
Profile View of INDIAN HOT SPRINGS RD CL



General Notes		
No.	Revision/Issue	Date
Prop Name and Address		
Project Name and Address INDIAN HOT SPRINGS EXISTING RD TOPO 06/09/2026 EDGE OF RD CAPTURE AT 25' INTERVALS		
Project	BBT-1	Sheet
Date	6/17/2026	004
Scale	1" = 400'	



Profile View of INDIAN HOT SPRINGS RD CL



General Notes		
No.	Revision/Issue	Date
Prop Name and Address		
Project Name and Address INDIAN HOT SPRINGS EXISTING RD TOPO 06/09/2026 EDGE OF RD CAPTURE AT 25ft INTERVALS		
Project	BBT-1	Sheet
Date	6/17/2026	005
Scale	1" = 400'	

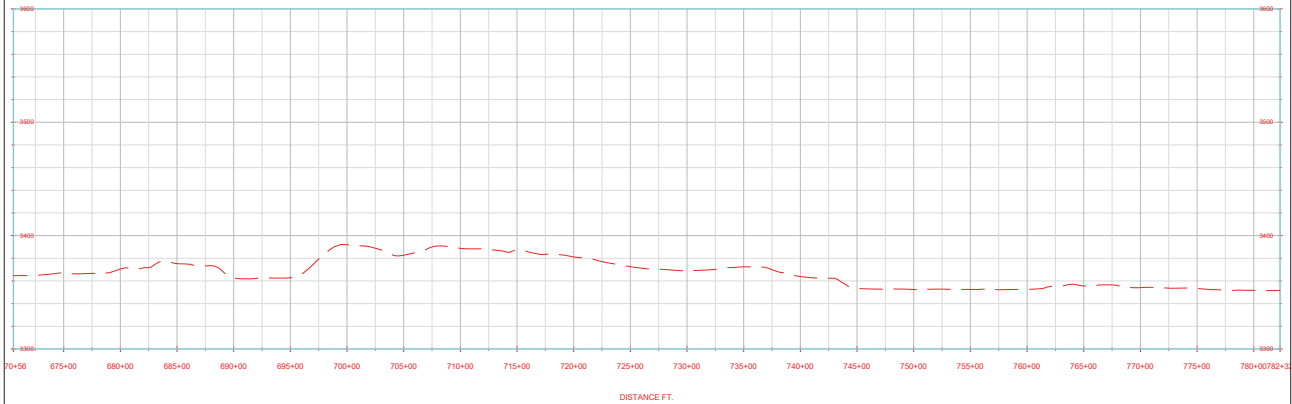


Profile View of INDIAN HOT SPRINGS RD CL

General Notes			
No.	Revision/Issue		Date
Plan Name and Address			
Project Name and Address			
INDIAN HOT SPRINGS EXISTING RD TOPO 06/09/2026 EDGE OF RD CAPTURE AT 25H INTERVALS			
Project BBT-1		Sheet	
Date 6/17/2026		006	
Scale 1" = 400'			



Profile View of INDIAN HOT SPRINGS RD CL



General Notes

No.	Revision/Issue	Date

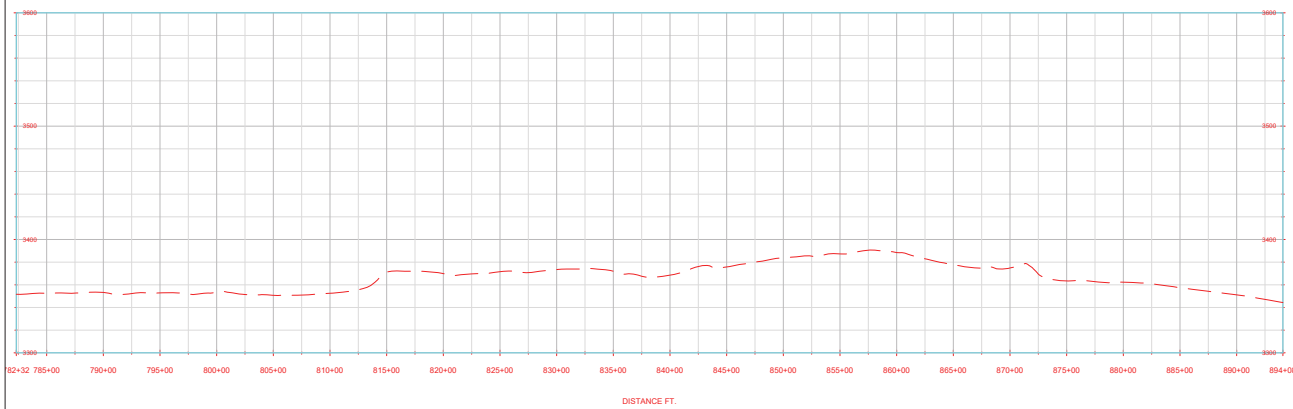
Print Name and Address

Project Name and Address
INDIAN HOT SPRINGS EXISTING RD
TOPO 06/09/2026
EDGE OF RD CAPTURE
AT 25ft INTERVALS

Project	BBT-1	Sheet
Date	6/17/2026	007
Scale	1" = 400'	



Profile View of INDIAN HOT SPRINGS RD CL



General Notes		
No.	Revision/Issue	Date

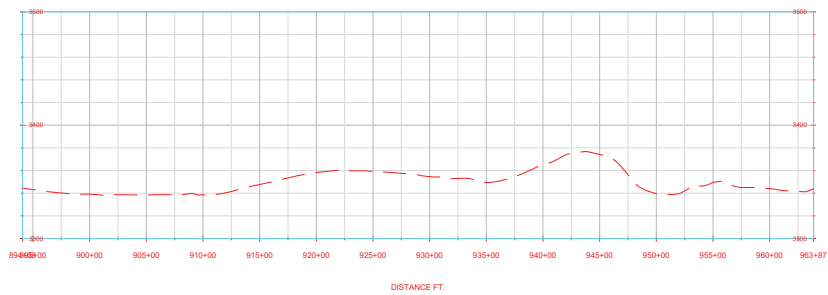
Pin Name and Address

Project Name and Address
INDIAN HOT SPRINGS EXISTING RD TOPO 06/17/2026 EDGE OF RD CAPTURE AT 25ft INTERVALS

Project: BBT-1	Sheet
Date: 6/17/2026	008
Scale: 1" = 400'	



Profile View of INDIAN HOT SPRINGS RD CL



General Notes

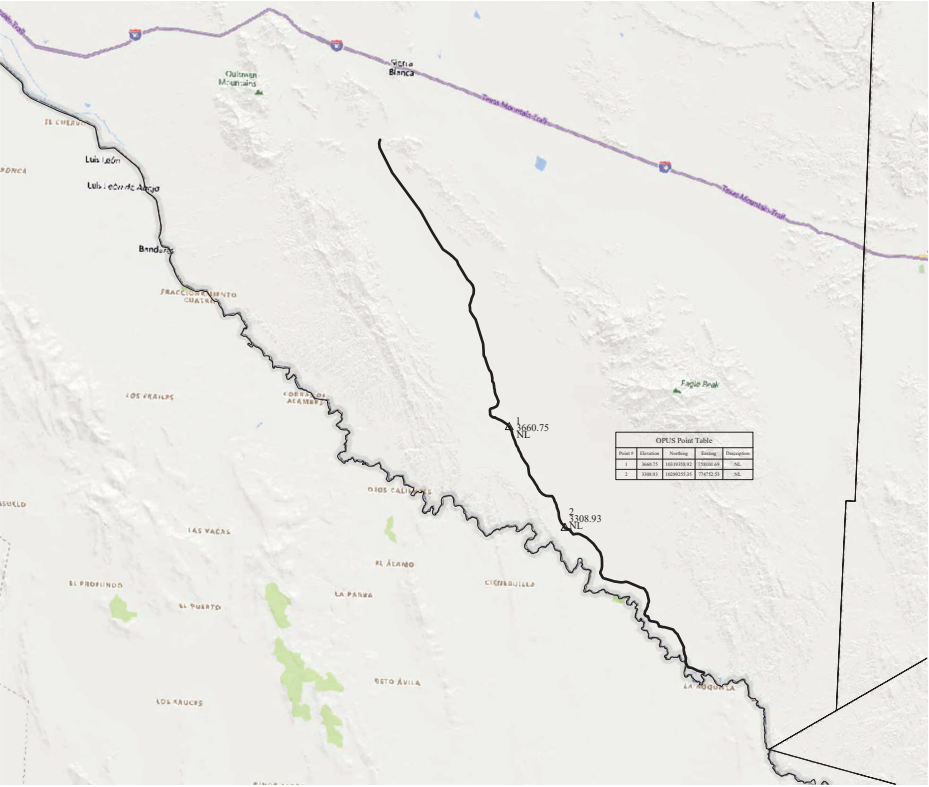
No.	Revision/Issue	Date

Print Name and Address

Project Name and Address
INDIAN HOT SPRINGS EXISTING RD
TOPO 06/09/2026
EDGE OF RD CAPTURE
AT 25ft INTERVALS

Project	BBT-1	Sheet
Date	6/17/2026	009
Scale	1" = 400'	

TOPOGRAPHIC SURVEY AND CENTERLINE ALIGNMENT OF BRAMLETT ROAD



VICINITY MAP

CLIENT: BARNARD
PROJECT NAME: BRAMLETT RD
COUNTY: HUDSPETH
CITY: SIERRA BLANCA, TX 79851

DATUM AND BEARING BASIS
BEARING BASIS BASED ON TEXAS STATE PLANES
CENTRAL ZONE 4203 GRID NORTH, NAD 83 (2011).
ELEVATION DATA NAVD 88, GEOID 18, US SURVEY FEET, (GRID)

GENERAL NOTES
1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. PROPERTIES ARE SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS. SURVEYOR HAS MADE NO INVESTIGATION FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR OWNERSHIP TITLE EVIDENCE.
3. SUBJECT TO ALL APPLICABLE DEVELOPMENT CODES AND ZONING ORDINANCES.
4. THIS SURVEY ONLY SHOWS ABOVE GROUND IMPROVEMENTS.
5. PARCEL DATA IS APPROXIMATE AND HAS BEEN PLACED IN THE DRAWING FOR VISUAL PURPOSES ONLY. IT DOES NOT REPRESENT AN ON THE GROUND SURVEY.
6. GIS DATA SOURCED FROM data.geographic.texas.gov
SURVEY CONTROL
1. SURVEY CONTROL POINTS ARE COORDINATES ESTABLISHED BY STATIC OBSERVATIONS AND OPUS PROCESSING.

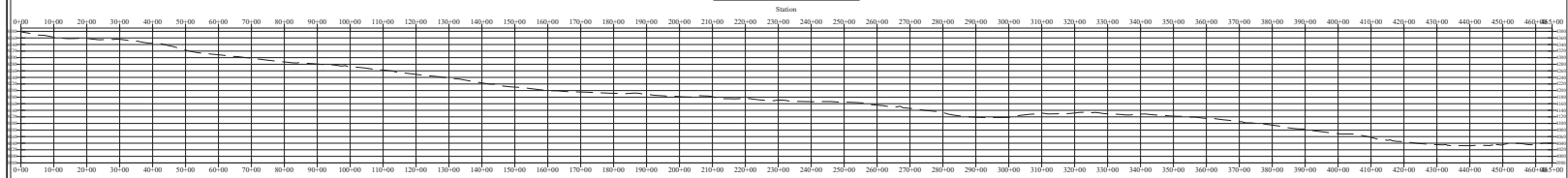
NOT A BOUNDARY SURVEY

DATE OF LAST FIELD WORK: 6/20/26
FIELD: C.N
RPLS: JSS

STA: 00+00 - 465+00



BRAMLETT CL PROFILE



DATE OF LAST FIELD WORK: 6/20/26
FIELD: C.N
RPLS: JSS

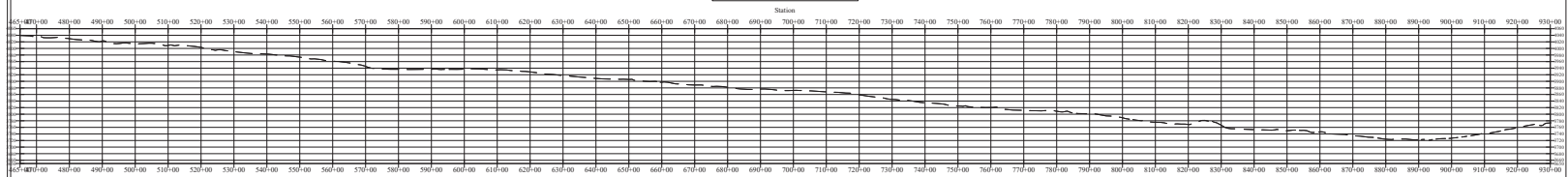
WALKER RIVER CONSTRUCTION

STA: 465+00 - 930+00



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BRAMLETT CL PROFILE



DATE OF LAST FIELD WORK: 6/20/26

FIELD: C.N
RPLS: JSS

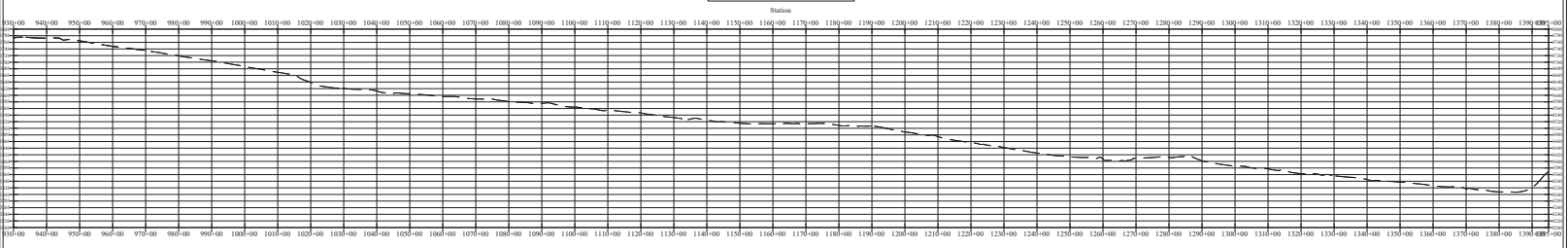
WALKER RIVER CONSTRUCTION

STA: 930+00 - 1395+00

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BRAMLETT CL PROFILE



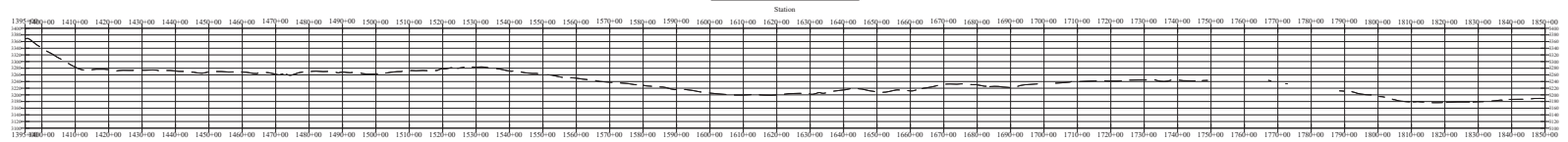
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RPLS: JSS

WALKER RIVER CONSTRUCTION

STA: 1395+00 - 1850+00



BRAMLETT CL PROFILE



DATE OF LAST FIELD WORK: 6/20/26

FIELD: C.N
RPLS: JSS

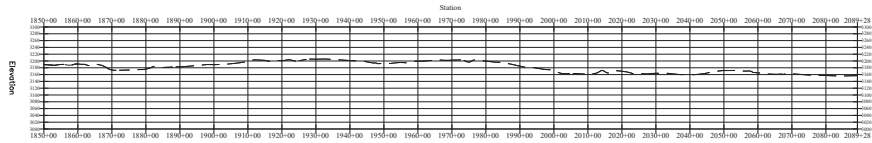
WALKER RIVER CONSTRUCTION

STA: 1850+00 - 2089+28

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BRAMLETT CL PROFILE

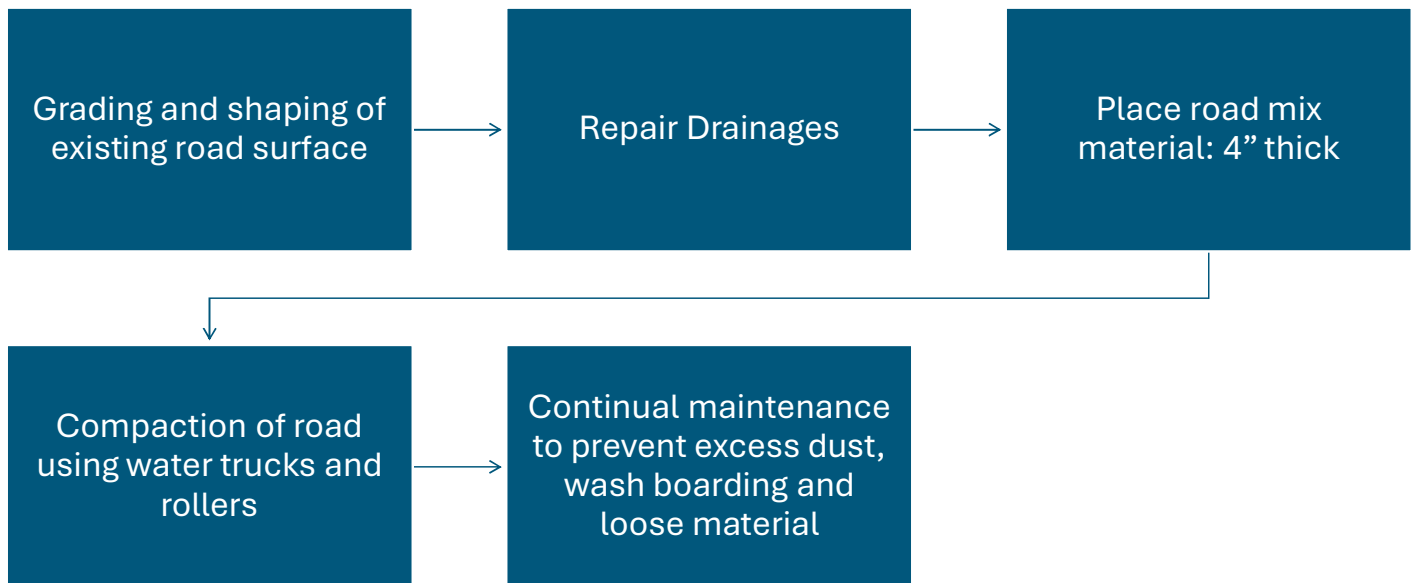


DATE OF LAST FIELD WORK: 6/20/26
FIELD: C.N
RPLS: JSS

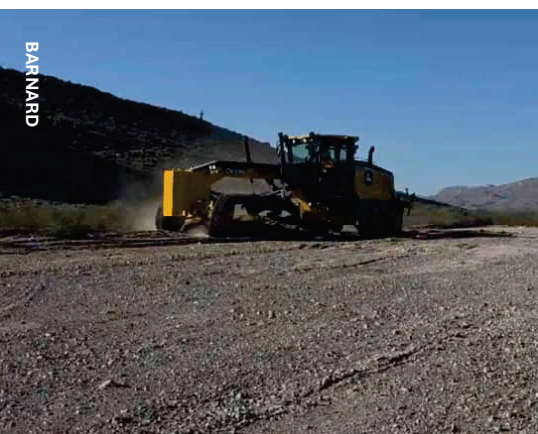
WALKER RIVER CONSTRUCTION

Exhibit B.3 – Overall Road Improvement Plans

Access Road Repair



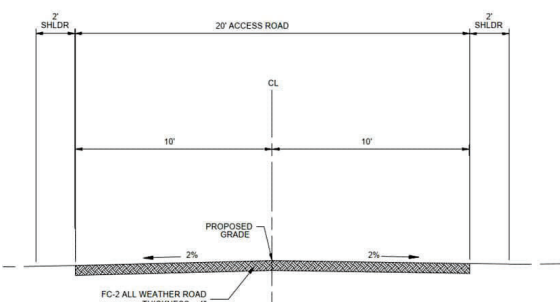
BARNARD



Road Improvement

Step 1: Repair Existing Road

- Equipment Used:
 - Motor Grader
 - Excavator
 - Water Truck
- Repair washboard and potholes
- Compact surface to create firm foundation
 - May excavate unsuitable material and replace as necessary.
- Water trucks used for dust control



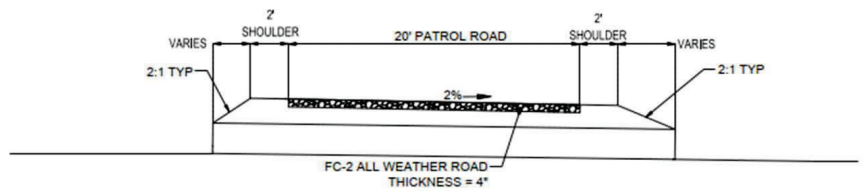
TYPICAL ACCESS ROAD SECTION



Road Improvement

Step 2: Repair Drainages

- Repair existing drainages on a case-by-case basis with input from engineer of record, Rizzo.
 - Low Water Crossing (LWC) Concrete Paving
 - Culverts – 12 – 24” Dual Wall Corrugated Pipe





Road Improvement

Step 3: Place New Road Base

- Add 4” layer of new road base using belly dump semi trucks.
- Road base will be spread using motor grader.
- Water truck will moisture condition new road base prior to roller compaction.
- Road base material specified by Hudspeth County.
 - Performance based specification to include proof rolling to satisfy quality control requirements.

Road Improvement

Step 4: Ongoing Maintenance

- Barnard will continuously maintain these roads for the duration of the project.
 - Motor graders will be used to smooth out washboarding and potholes.
 - Additional gravel may be brought in throughout course of construction depending on road conditions.
 - Water trucks will be used for dust control.





Before



After

BARNARD

Expected Construction Traffic

Daily construction traffic may include:

- Semi-trucks hauling heavy construction vehicles
- Panel delivery trucks
- Cement Trucks
- Ready Mix Concrete Trucks
- Crew Trucks
- Road Maintenance (Motor Graders, Water Trucks, Rollers)

BARNARD