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

DEPARTMENT: El Paso Water Utilities Public Service Board

AGENDA DATE: Introduction – 2/16<sup>9</sup>, 2015  
Public Hearing – 2/17, 2015

CONTACT PERSON/PHONE: Lupe Cuellar, Real Estate Manager and Counsel, 594-5636

DISTRICT(S) AFFECTED: 2

SUBJECT: APPROVE the following Ordinance

An ordinance authorizing the City Manager to sign a Contract of Sale and a Special Warranty Deed conveying a 0.7659 acre parcel of land being a portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and any other documents necessary to complete the sale to Jobe Materials, L.P. (District 2) El Paso Water Utilities, Lupe Cuellar, Real Estate Manager and Counsel. (915) 594-5636

**BACKGROUND / DISCUSSION:**

Jobe Materials, L.P. submitted a request to purchase approximately a 0.7659 acre parcel of city land, located on Fred Wilson in Northeast El Paso. This land is in the City of El Paso, El Paso Water Utilities/Public Service Board land inventory, which is City land managed and controlled by the Public Service Board. The Board determined the land to be inexpedient to the system and that the request to purchase the land be forwarded to the City Council for action. The purchaser was the only responsive and responsible bidder with a bid of \$85,000.00.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Yes, on November 4, 2014, City Council approved the sale of approximately 1.17 acres of land.

AMOUNT AND SOURCE OF FUNDING: N/A

**BOARD / COMMISSION ACTION:**

The El Paso Water Utilities Public Service Board determined that the land was inexpedient to the system and recommended that the land be sold.

**AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT LUPE CUELLAR TO PICK UP THE DOCUMENTS. 594-5636. THANK YOU.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE AND A SPECIAL WARRANTY DEED CONVEYING A 0.7659 ACRE PARCEL OF LAND BEING A PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND ANY OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE TO JOBE MATERIALS, L.P.**

**WHEREAS**, the El Paso Water Utilities Public Service Board (EPWU/PSB) holds certain real properties in its land inventory that are owned by the City, but are under the management and control of the (EPWU/PSB); and,

**WHEREAS**, Jobe Materials, L.P. submitted a request to purchase property abutting his property and such property is contained within the EPWU/PSB land inventory; and,

**WHEREAS**, at its regular meeting of July 10, 2013, the EPWU/PSB determined that land to be inexpedient to the EPWU/PSB system provided the EPWU retains a utility easement along the access road and an access easement to the Mesa Plant and authorized the President/CEO to have the land appraised and put out for bid to the public; and,

**WHEREAS**, at its regular meeting of April 9, 2014, the PSB awarded the sale bid to Jobe Materials, L.P., the sole bidder, for the minimum bid amount of \$85,000, and adopted a Resolution making the findings set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Contract of Sale and a Special Warranty Deed and any and all necessary documents to complete the conveyance to Jobe Materials, L.P.;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS;**

That the City Manager is authorized to sign a Contract of Sale, a Special Warranty Deed and any other documents necessary to complete the sale and conveyance to Jobe Materials, L.P., the following described real property:

Being a 0.7659 acre of land legally described as a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and as more particularly described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof by this reference for all purposes.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF EL PASO

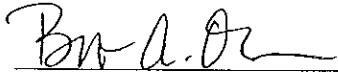
\_\_\_\_\_  
Oscar Leaser, Mayor

ATTEST:

\_\_\_\_\_  
Richarda D. Momsen, City Clerk

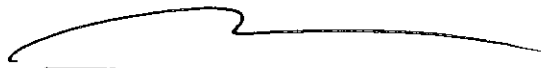
*SIGNATURES CONTINUE ON FOLLOWING PAGE*

APPROVED AS TO FORM:



Bertha Ontiveros  
Senior Assistant City Attorney

APPROVED AS TO CONTENT AND FORM:



Lupe Cuellar  
Real Estate Manager and Counsel

ORDINANCE NO. \_\_\_\_\_

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 332.50 to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence along said line, South 02°15'12" West a distance of 138.09 feet to a set 1/2" rebar with cap marked TX 5152 located on the northerly right of way line of State Spur 601;

Thence along said right of way line 101.48 feet along the arc of a curve to the left which has a radius of 2885.88 a central angle of 02°00'53" a chord which bears South 85°40'54" West (S 85°41'35" W, TX DOT ROW MAP) a distance of 101.47 feet to a found Texas Department of Transportation Brass Disk;

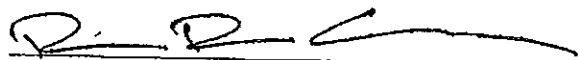
Thence along said right of way line, South 84°40'28" West (S 84°41'09" W, TX DOT ROW MAP) a distance of 124.39 feet to a set 1/2" rebar with cap marked TX 5152 lying on the northerly right of way line of State Spur 601;

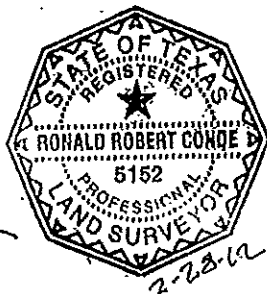
Thence leaving said right of way line North 03°55'02" East a distance of 164.50 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 88°11'11" East a distance of 219.34 feet to a set 1/2" rebar with cap marked TX 5152 the "TRUE POINT OF BEGINNING" and containing 33,361 Square Feet or 0.7659 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet

A survey of even date accompanies this description.

  
Ron R. Conde  
R.P.L.S. No. 5152



Job #\_112-49

CONDE, INC.  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283  
FAX (915) 592-0286

NOTES:

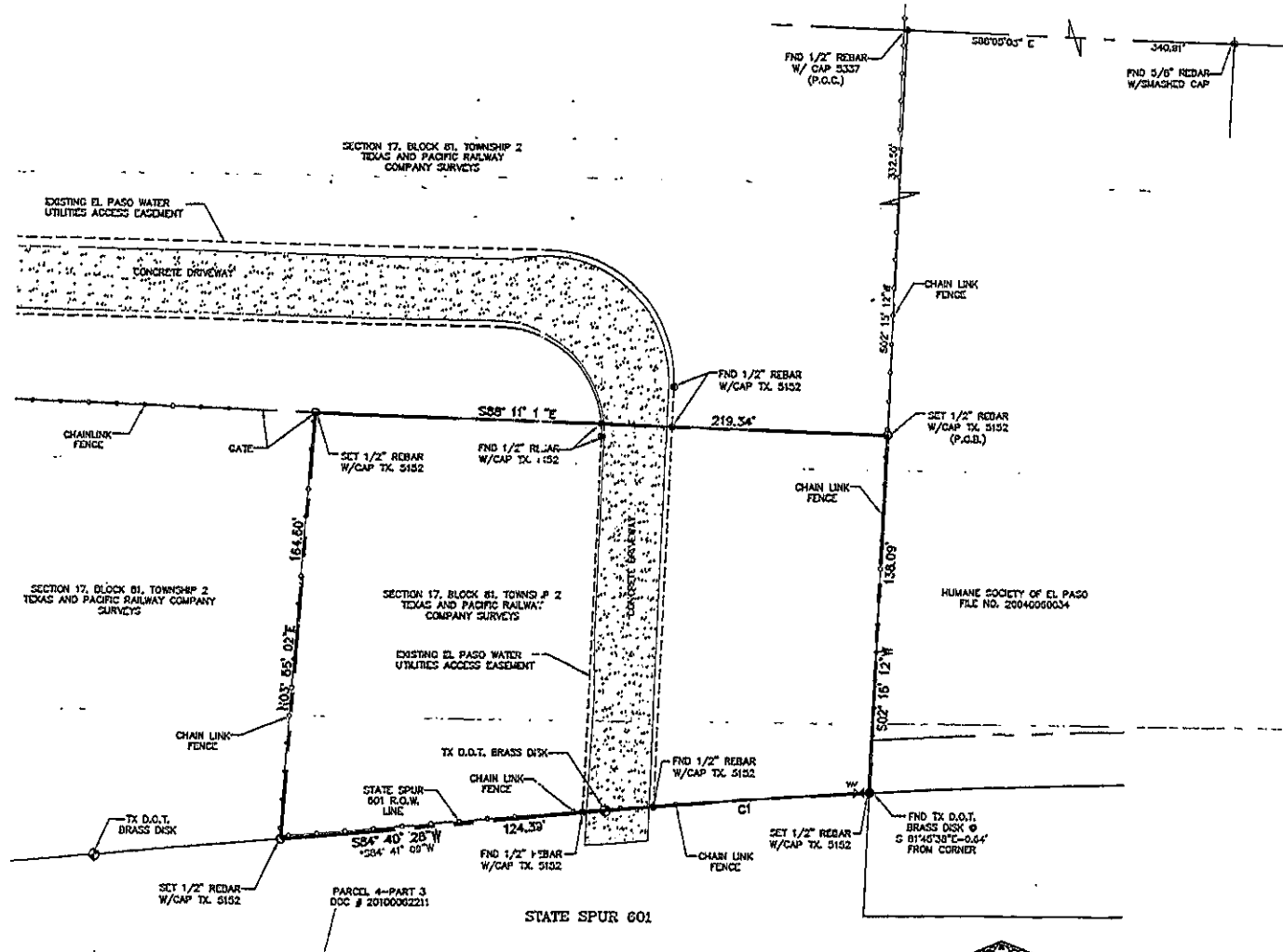
1. BEARING BASED ON TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE 4203, U.S. SURVEY FEET ADJUSTED TO SURFACE USING A FACTOR OF 1.0001966249
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480214-00280, DATED OCTOBER 10, 1982, THIS PROPERTY IS IN FLOOD HAZARD ZONE C "AREAS OF MINIMAL FLOODING".
3. SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
5. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY.
6. \* TX DOT ROW MAP CONT. 1046, SECTION 03, JOB 002.

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	2885.88'	101.48'	50.74'	101.47'	S85°40'54"W
					*S85°41'35"W

EXHIBIT A  
PAGE 2 OF 2

PLAT OF SURVEY

A PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS  
CITY OF EL PASO, EL PASO COUNTY, TEXAS  
CONTAINING 0.7659 ACRES



SYMBOL LEGEND	
●	FOUND CONTROL POINT
⊙	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊕	WATER VALVE

SCALE: 1"=30'

COPYRIGHT 2010 CONDE INC.  
ALL RIGHTS RESERVED  
DRAWN BY: J.R. DATE: 2-26-2010 JOB # NO. 10249 EXHIBIT A-2 (PORTION OF 1010 11290)



CERTIFICATION  
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS CONTAINED HEREIN.  
  
RON R. CONDE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS LICENSE NO. 5152

EXHIBIT B  
PAGE 1 OF 2

Prepared for: El Paso Water Utilities  
February 11, 2014  
(21' El Paso Water Utility Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 449.49 feet to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence along said line, South 02°15'12" West a distance of 21.10 feet to a set 1/2" rebar with cap marked TX 5152 located on the northerly right of way line of State Spur 601 from which a found x chiseled on concrete bears North 83°24'27" East a distance of 0.67 feet;

Thence along said right of way line 101.48 feet along the arc of a curve to the left which has a radius of 2885.88 a central angle of 02°00'53" a chord which bears South 85°40'54" West (S 85°41'35" W, TX DOT ROW MAP) a distance of 101.47 feet to a found Texas Department of Transportation Brass Disk;

Thence along said right of way line, South 84°40'28" West (S 84°41'09" W, TX DOT ROW MAP) a distance of 124.39 feet to a set 1/2" rebar with cap marked TX 5152 lying on the northerly right of way line of State Spur 601;

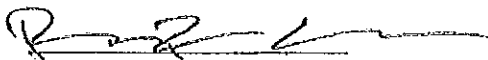
Thence leaving said right of way line North 03°55'02" East a distance of 21.28 feet to a set 1/2" rebar with cap marked TX 5152;

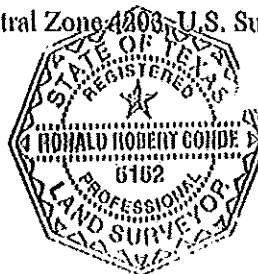
Thence, North 84°40'28" East a distance of 120.97 feet to a set x chiseled on concrete drive for a point of curve;

Thence 104.26 feet along the arc of a curve to the right which has a radius of 2906.88 feet a central angle of 02°03'18" a chord which bears North 85°42'07" East a distance of 104.26 feet to the "TRUE POINT OF BEGINNING" and containing 4,741 Square Feet or 0.1088 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4803, U.S. Survey Feet

A survey of even date accompanies this description.

  
Ron R. Conde  
R.P.L.S. No. 5152



Job # 214-16

CONDE, INC.  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283  
FAX (915) 592-0286

1. SURVEY BASED ON TEXAS STATE PLANE COORDINATE SYSTEM GENERAL ZONE 4203. SURVEY FIRST ADJUSTED TO SURFACE USING A FACTOR OF 1.00000684249

2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAP COMMUNITY FLOOD NO. 420000-0000 DATED OCTOBER 15, 1982, THIS PROPERTY IS IN FLOOD HAZARD ZONE C "AREAS OF ACHRONAL FLOODING".

3. SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

4. SET 1/2" REBAR WITH CAP MARKED TO DISC AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

5. A SERIES AND BOUND DESCRIPTION OF EXIST DATA ACCOMPANIES THIS SURVEY.

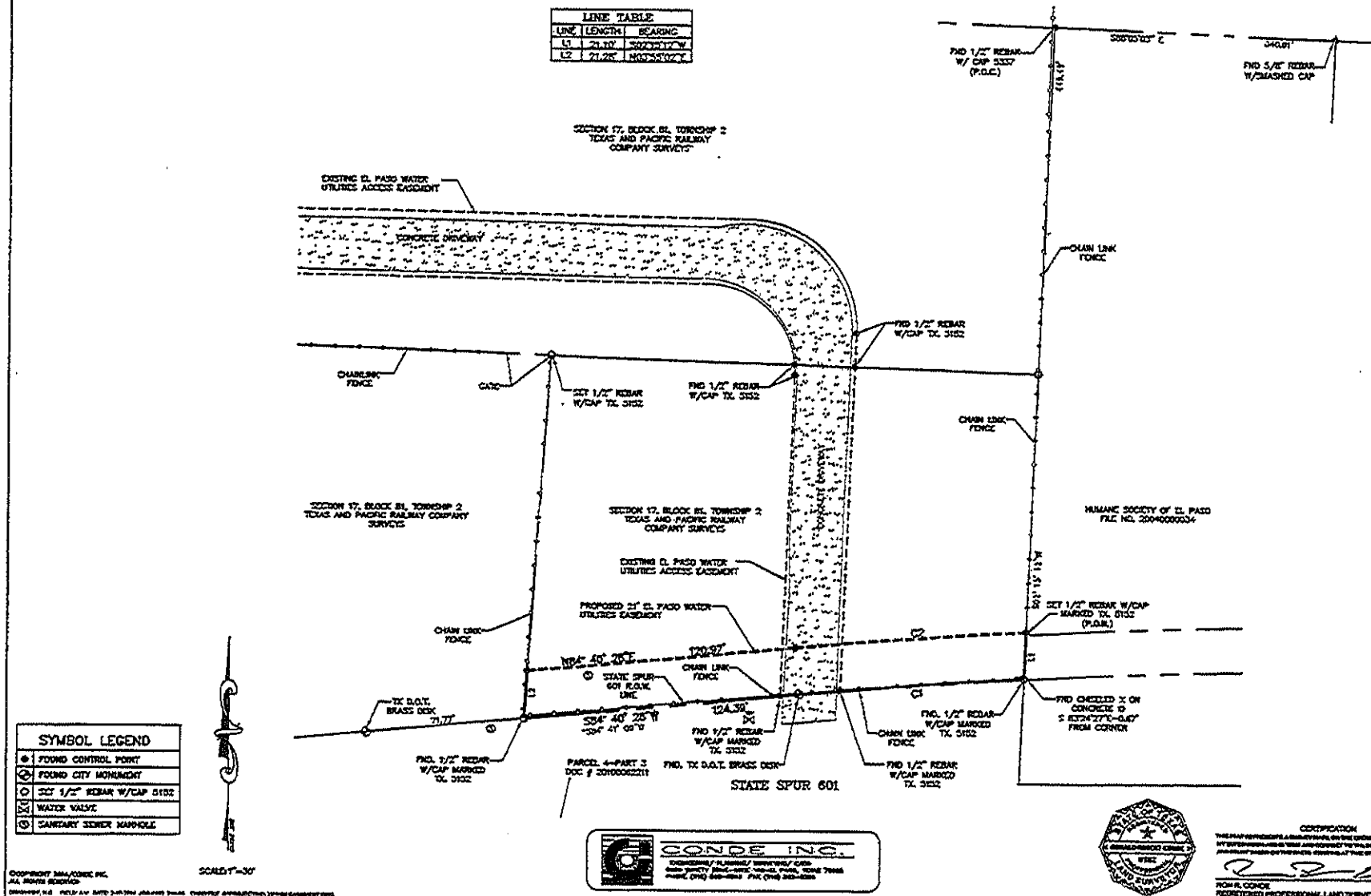
6. \* TX DOT ROW MAP CON# 10446, SECTION 03, JOB 002.

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2883.88'	101.48'	50.74'	101.47'	S85°40'54"W	2°00'53"
					N85°41'33"W	
C2	2906.88'	104.28'	52.14'	104.28'	N85°42'07"E	02°03'18"

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.10	302°07'12" W
L2	21.25	N07°55'00" E

PLAT OF SURVEY

A PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS  
CITY OF EL PASO, EL PASO COUNTY, TEXAS  
CONTAINING 0.0088 ACRES



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: SOCIAL SECURITY NUMBER AND DRIVER'S LICENSE NUMBER.**

***SPECIAL WARRANTY DEED***

Date: \_\_\_\_\_, 2015

Grantor: The City of El Paso, Texas, a Texas municipal corporation  
On Behalf of its El Paso Water Utilities Public Service Board

Grantor's Mailing Address (including county): 1154 Hawkins Blvd.  
El Paso County, Texas 79925

Grantee: Stanley Jobe  
Member of Jobeco Materials, L.P.  
General Partner of Jobe Materials, L.P.

Grantee's Mailing Address (including county): 1150 Southview Dr.  
El Paso, Texas 79928

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed.

Property:

Being a 0.7659 acre parcel of land legally described as a portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, attached hereto and incorporated herein by this reference for all purposes, hereinafter, the "Property".

**USE RESTRICTIONS:**

For a period of seventy-five (75) years from the date of conveyance, the GRANTOR, its successors and assigns, will not discard, place or store upon such land, any radioactive material or other materials which would contaminate or otherwise damage the groundwater supply or resources of the City of El Paso, including, but not limited to, those of its El Paso Water Utilities Public Service Board.

This Section is intended to create and does create a **restrictive covenant** and it is the intent of GRANTOR to convey to GRANTEE the GRANTOR's Interest subject to this restrictive covenant. Violation or breach of the restrictive covenant herein shall give the City of El Paso, Texas the right to institute any proceeding at law or in equity to recover any sum due to



the City of El Paso under the terms of this Covenant. If the City of El Paso institutes an action to recover such sum, GRANTEE and its successors in title agree to pay all costs of collection, including cost costs and reasonable attorney's fees.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. This conveyance is subject to all easements, rights-of-way, and prescriptive rights whether of record or not, all presently recorded instruments, other than liens and conveyances, affecting the Property. The following additional conditions apply:
  - (a) The Property will be conveyed to Buyer at Closing subject to a reservation by Seller of a 21 foot wide utility easement for the benefit of El Paso Water Utilities running east and west for underground pipeline, including access thereto for purposes of maintenance, repairs, construction, and replacement as may be required. Such easement is more fully described in Exhibit "B", attached hereto and incorporated herein by reference.

The GRANTOR expressly reserves and retains for itself a perpetual easement over the Property for an El Paso Water Utilities water and sanitary sewer line, such easement being identified and further described in the survey attached hereto as the **Exhibit "B"** and incorporated herein by this reference for all purposes (hereinafter, the "Easement").

The purpose of this Easement is to reserve to the GRANTOR the right and privilege to enter and erect, construct, operate, inspect, access and maintain remove, and relocate, underground water and sanitary sewer facilities and all related water and sanitary sewer infrastructure with the right of access, ingress, egress, thereto for installation, construction, operation, inspection, repair, maintenance, replacement, renewal, removal or relocation within the Property thereof, necessary for the GRANTOR'S operation of its public utility. The GRANTOR agrees that its use of the Easement shall not otherwise interfere with the GRANTEE'S use of the Property. GRANTOR agrees that it will replace or repair, as reasonable, any landscaping and paving if disturbed by GRANTOR'S construction, maintenance or repair of or to its facilities in and upon such easement. GRANTOR shall promptly restore to as good condition as before working thereon all of the Property excavated by it with regard to the GRANTOR's use of the Easement.

GRANTEE agrees not to erect any permanent structures or obstruct access in, over, or under GRANTOR'S facilities.

GRANTEE shall have the right to the full use and enjoyment of the Property except for the purposes herein reserved.

- (b) An access easement to El Paso Water Utilities Public Service Board document number 20120001299.
- (c) The Property will be conveyed to Buyer at Closing subject to the following exceptions:
  - 1. Easements, or claims of Easements, not filed of record in the Real Property Records of El Paso County, Texas.
  - 2. Prescriptive rights for roads, ditches and/or utility lines not of record in the Real Property Records of El Paso County, Texas, but visible from an inspection of the proposed insured land(s).
  - 3. Any unrecorded leases and or rental agreements, together with the rights of any tenant there under or tenant at will.
  - 4. Easement to El Paso Electric Company, recorded in Book 1686, Page 55, Real Property Records of El Paso County, Texas
  - 5. Terms, conditions, provisions, reservations, easements, covenants and restrictions, including but not limited to any rights, of any nature, granted to the United States of America, upon any portion of the proposed insured land, as may be recited in that certain unrecorded Agreement dated June 21, 1957, between the City of El Paso and the United States of America, evidence of said Agreement is recited within that Certain Special Warranty Deed dated August 4, 2010, from the City of El Paso to the State of Texas, recorded under Instrument No. 20100062211, Real Property Records of El Paso County, Texas.
  - 6. Terms, conditions, provisions, reservations, easements, covenants and restrictions, including but not limited to any rights, of any nature, granted to the United States of America, upon any portion of the proposed insured land, as recited in that certain unrecorded Resolution, and/or in that certain unrecorded Quitclaim Deed, referenced therein. Said unrecorded Resolution adopted by the City of El Paso on June 27, 1957.
  - 7. Easement to El Paso Electric Company, dated February 25, 1960, granted by the City of El Paso, recorded in Book 1581, Page 523, Real Property Records of El Paso County, Texas.
  - 8. Access Easement by and between EL PASO WATER UTILITIES/PUBLIC SERVICE BOARD, "Grantor" and JOBE MATERIALS, L.P. (JOBE), "Grantee", filed JANUARY 5, 2012, under Document Number 20120001299, Real Property Records, of El Paso County, Texas.
  - 9. Except to that certain water valve on the Southeast corner, but with no apparent easement field of record; as depicted on survey prepared by Conde, Inc., Ron R. Conde, Registered Professional Land Surveyor No. 5152, dated 2/28/12.

2. Grantor hereby, for itself, its successors and assigns forever, reserves all water in and under, and that may be produced from or attributable to the Property. If the water estate is subject to existing production or an existing license, this reservation includes the production, the license and all benefits from it: provided, however that Grantor hereby waives any right of ingress and egress to the surface of the Property for the purpose of exploring, drilling, developing or producing same.
3. Grantee shall be responsible, at its own cost, to conduct any necessary archeological or environmental survey or studies.
4. Grantor, for the consideration and subject to the restrictions, reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, though, or under Grantor but not otherwise.
5. The GRANTOR has executed and delivered this Deed, and the GRANTEE, by recording this Deed, has accepted this Deed and has purchased the Property "AS IS, WHERE IS" AND WITH ALL FAULTS, AND EXCEPT AS TO THE WARRANTY OF TITLE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE GRANTOR AND THE GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE GRANTEE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE LAWS, RULES, ORDINANCE OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE HABITABILITY, MERCHANTABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE GRANTOR. THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE GRANTOR HAS NOT MADE AN INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE

ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE CITY AND PURCHASED BY THE GRANTEE SUBJECT TO THE FOREGOING.

6. AFTER CLOSING, BETWEEN THE GRANTOR AND THE GRANTEE, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE THE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE GRANTEE INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE GRANTEE INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE GRANTOR'S REPRESENTATIVES. THE GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF EL PASO, TEXAS

\_\_\_\_\_  
Tomás González, City Manager

*SIGNATURES ON FOLLOWING PAGE*

APPROVED AS TO FORM:

\_\_\_\_\_  
Bertha Ontiveros  
Senior Assistant City Attorney

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Lupe Cuellar, Real Estate  
Manager and Counsel

**ACKNOWLEDGEMENT**

STATE OF TEXAS  
COUNTY OF EL PASO

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2015, by Tomás González, the City Manager of the City of El Paso, Texas.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Texas

Prepared for: Jobe Concrete Products  
February 28, 2012

EXHIBIT A  
PAGE 1 OF 2

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 332.50 to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence along said line, South 02°15'12" West a distance of 138.09 feet to a set 1/2" rebar with cap marked TX 5152 located on the northerly right of way line of State Spur 601;

Thence along said right of way line 101.48 feet along the arc of a curve to the left which has a radius of 2885.88 a central angle of 02°00'53" a chord which bears South 85°40'54" West (S 85°41'35" W, TX DOT ROW MAP) a distance of 101.47 feet to a found Texas Department of Transportation Brass Disk;

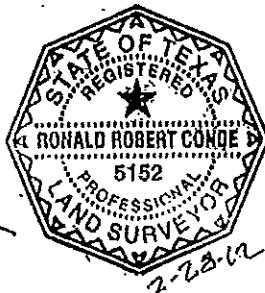
Thence along said right of way line, South 84°40'28" West (S 84°41'09" W, TX DOT ROW MAP) a distance of 124.39 feet to a set 1/2" rebar with cap marked TX 5152 lying on the northerly right of way line of State Spur 601;

Thence leaving said right of way line North 03°55'02" East a distance of 164.50 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 88°11'11" East a distance of 219.34 feet to a set 1/2" rebar with cap marked TX 5152 the "TRUE POINT OF BEGINNING" and containing 33,361 Square Feet or 0.7659 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet

A survey of even date accompanies this description.



job #\_112-49

Ron R. Conde  
R.P.L.S. No. 5152

CONDE, INC.  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283  
FAX (915) 592-0286

1. BEARING BASED ON TEXAS STATE PLANT COORDINATE SYSTEM CENTRAL ZONE 4203, U.S. SURVEY FEET ADJUSTED TO SURFACE USING A FACTOR OF 1,00018698249

2. ACCORDING TO THE FEDERAL ENVIRONMENTAL MANAGEMENT ACT FLOOD HAZARD MAP, STATE MAP NUMBER 100-402214-002218, DATED OCTOBER 15, 1982, THIS PROPERTY IS IN FLOOD HAZARD ZONE 1, "AREA OF ANNUAL FLOODING".

3. SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

4. SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

5. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY.

6. \* TX DOT ROW MAP CONT. 1046, SECTION 03, JOB 002.

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2885.88'	101.48'	50.74'	101.47'	S85°40'54"W *S85°41'35"W	2°00'53"

## PLAT OF SURVEY

A PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS  
CITY OF EL PASO, EL PASO COUNTY, TEXAS  
CONTAINING: 0.7659 ACRES

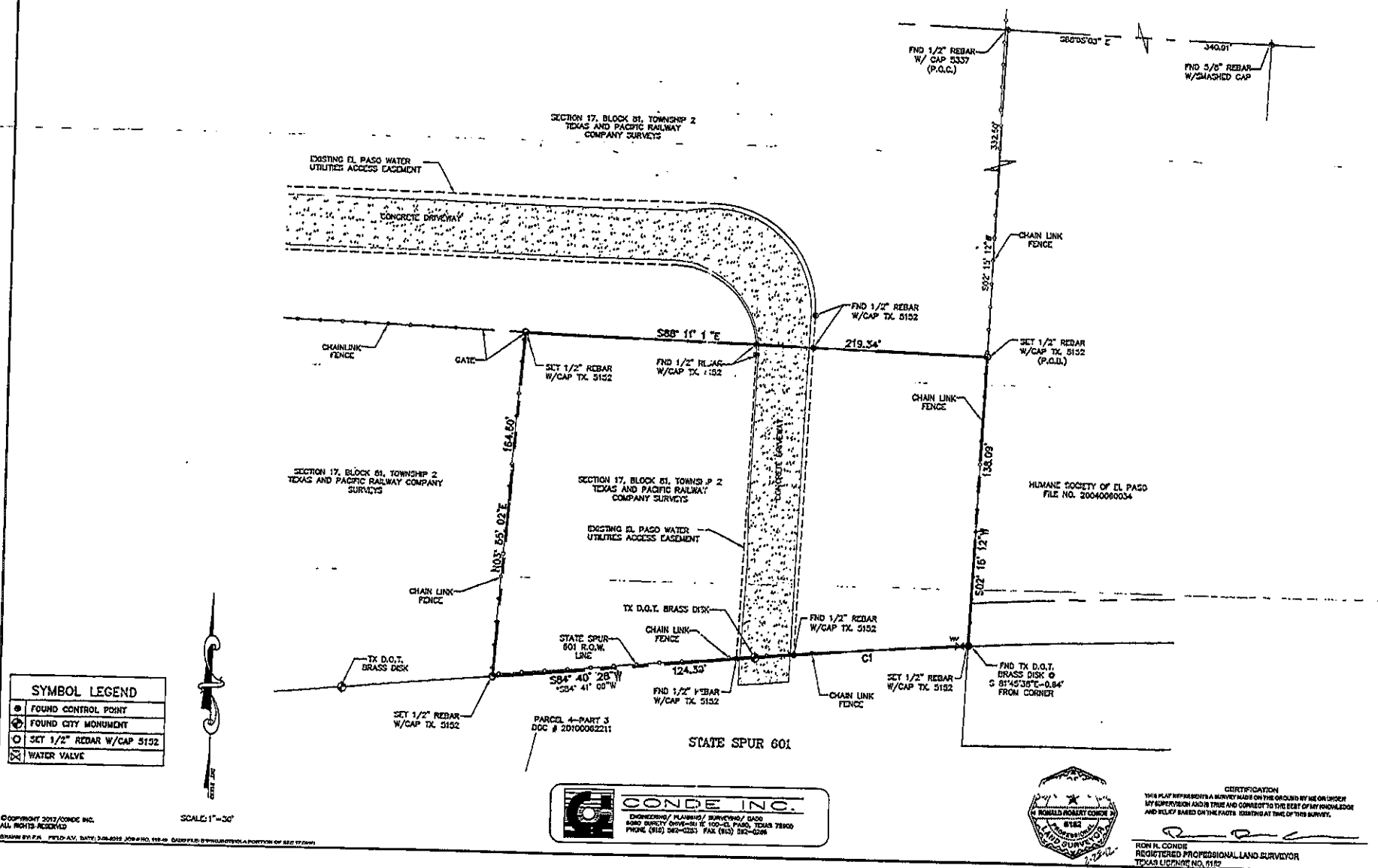


EXHIBIT B  
PAGE 1 OF 2

Prepared for: El Paso Water Utilities  
February 11, 2014  
(21' El Paso Water Utility Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 449.49 feet to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence along said line, South 02°15'12" West a distance of 21.10 feet to a set 1/2" rebar with cap marked TX 5152 located on the northerly right of way line of State Spur 601 from which a found x chiseled on concrete bears North 83°24'27" East a distance of 0.67 feet;

Thence along said right of way line 101.48 feet along the arc of a curve to the left which has a radius of 2885.88 a central angle of 02°00'53" a chord which bears South 85°40'54" West (S 85°41'35" W, TX DOT ROW MAP) a distance of 101.47 feet to a found Texas Department of Transportation Brass Disk;

Thence along said right of way line, South 84°40'28" West (S 84°41'09" W, TX DOT ROW MAP) a distance of 124.39 feet to a set 1/2" rebar with cap marked TX 5152 lying on the northerly right of way line of State Spur 601;


Thence leaving said right of way line North 03°55'02" East a distance of 21.28 feet to a set 1/2" rebar with cap marked TX 5152;

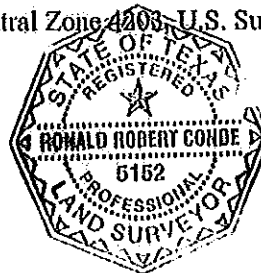
Thence, North 84°40'28" East a distance of 120.97 feet to a set x chiseled on concrete drive for a point of curve;

Thence 104.26 feet along the arc of a curve to the right which has a radius of 2906.88 feet a central angle of 02°03'18" a chord which bears North 85°42'07" East a distance of 104.26 feet to the "TRUE POINT OF BEGINNING" and containing 4,741 Square Feet or 0.1088 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet

A survey of even date accompanies this description.

  
Ron R. Conde  
R.P.L.S. No. 5152



job #\_214-16

CONDE, INC.  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283  
FAX (915) 592-0286



A PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS  
CITY OF EL PASO, EL PASO COUNTY, TEXAS  
CONTAINING: 0.1088 ACRES

A PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS  
CITY OF EL PASO, EL PASO COUNTY, TEXAS  
CONTAINING: 0.1088 ACRES

1. BEARING BASED ON TEXAS STATE PLANE COORDINATE SYSTEM GENERAL ZONE 10N, U.S. SURVEY FEET ADJUSTED TO SURFACE USING A FACTOR OF 1.00019989.

2. ACCORDING TO THE FEDERAL ENERGY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 440514-00280, DATED OCTOBER 13, 1982, THIS PROPERTY IS IN FLOOD HAZARD ZONE C "AREAS OF MINIMAL FLOODING".

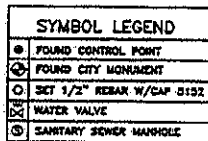
3. SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

4. SET 1/2" REBAR WITH CAP MARKED TX 0152 AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

5. METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY.

6. A TX DOT ROW MAP CONT. 1046, SECTION 03, JOB 002.

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.10'	302°15'12"W
L2	21.28'	N03°55'02"E



**CONDE INC.**  
ENGINEERING / PLANNING / SURVEYING / CAD  
8080 SUGGETT DRIVE • SUITE 100 • DALLAS, TEXAS 75245  
PHONE: (915) 562-0283 FAX: (915) 562-0288



**CERTIFICATION:**  
THIS STATEMENT IS A SURVEY MADE ON THE OATH OF ME OR UNDER  
MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE  
AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THE SURVEY.

RON R. CONDE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS LICENSE NO. 8152

STATE OF TEXAS       §

§

**CONTRACT OF SALE**

COUNTY OF EL PASO   §

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF EL PASO** on behalf of the **El Paso Water Utilities Public Service Board**, hereinafter referred to as the "PSB" as Seller and **Jobe Materials, L.P.** hereinafter referred to as the "Buyer."

**NOW THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Description of Property.** The City hereby agrees to sell and convey and the Buyer hereby agrees to acquire the following described real property located in El Paso County, Texas:

A 0.7659 acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas as a portion Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys and being more particularly described in Exhibit "A",

together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest of the PSB in and to all easements, appurtenances, and right-of-ways, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property, hereinafter referred to as the "Property." In addition, the following conditions will be applicable to the PSB's sale of the Property:

- 1.1 **Radioactive Materials.** Any conveyance of this Property will be subject to a restrictive covenant in the Deed to the effect that the Buyer, its successors or assigns, will not, in violation of any applicable laws, discard, place, or store upon such land, any radioactive material or other materials which would contaminate or otherwise damage the ground water supply or resources of the PSB.
- 1.2 **Surveys.** The Buyer accepts responsibility for conducting its own archeological and environmental surveys of the Property. Mitigation of any conditions on the Property, including archeological sites or, without limitations, adverse environmental conditions, shall be at the expense of the Buyer who shall take the Property subject to all existing conditions. The Buyer accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the Property.
- 1.3 **Easements.** Easements for water and wastewater lines, if not located in public streets, shall be provided at no cost to the City or its Public Service Board.

The property will be conveyed to Buyer subject to the following easements:

(a) The Property will be conveyed to Buyer at Closing subject to a reservation by Seller of a 21 foot wide utility easement for the benefit of El Paso Water Utilities running east and west for underground pipeline, including access thereto for purposes of maintenance, repairs, construction, and replacement as may be required. Such easement is more fully described in Exhibit "B", attached hereto and incorporated herein by reference.

(b) An access easement to El Paso Water Utilities Public Service Board document number 20120001299.

1.4 **Groundwater.** All ground water, water rights, or rights to surface water shall be reserved to the PSB and will be subject to all easements, restrictions, reservations, rights of way, dedications and other encumbrances of record or apparent upon the property. The Buyer shall not have the right to drill a well and produce therefrom any quantity of groundwater.

2. **Amount of Payment of Purchase Price.** The purchase price for the property shall be EIGHTY FIVE THOUSAND DOLLARS (\$85,000.00) plus buyer will pay all closing cost including cost of survey, advertising and appraisals as identified in Paragraph 5.2.

2.1 **Payment of Sales Price.** The full amount of the purchase price will be payable in cash at the closing.

2.2 **Earnest Money.** The PSB acknowledges the receipt of earnest money paid to the PSB by the Buyer in the amount of FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$4,250.00) which will be credited to the purchase price at the time of closing.

3. **Conditions to the Buyer's Obligations.** The obligations of the Buyer hereunder are to consummate the transaction contemplated herein are subject to the satisfaction of each of the following conditions, any of which may be waived, in whole or in part, in writing by the Buyer, at or prior to Closing.

3.1 **Title Insurance.** Within fourteen (14) days after receipt of written notification of the PSB's acceptance of the Buyer's offer, the Buyer shall provide the PSB with all information necessary to close the sale with the intent that, without good cause existing or further delay, it is anticipated that the PSB and the Buyer will close within thirty (30) days from the date of the approval of the City Council of an ordinance authorizing the sale of the Property. The Buyer at its expense will order a title commitment ("Commitment") from Sierra Title Company, accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the Buyer ("Owner's Policy").

3.2 **Title Objections.** The Buyer will give the PSB written notice after it receives the Commitment that the condition of the title set forth in the Commitment is or is not satisfactory. In the event the Buyer states that the condition is not satisfactory, the Buyer will specifically set forth in such notice the defect or exception to title that is deemed

objectionable. The PSB may promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.

4. **Representations of PSB.** The PSB hereby represents, to the extent allowed by law, to the Buyer that to the best of its knowledge, as follows:

- 4.1 **Parties in Possession.** At the time of closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise.
- 4.2 **Mechanic's Lien.** (i) No action has been taken, suffered or permitted by or on behalf of the PSB, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein; and (ii) no liens or lien claims, choate or inchoate, arising from the City's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property; and (iii) except as expressly disclosed in the documents relating to this transaction, the PSB has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the PSB.
- 4.3 **Litigation.** There is no pending or contemplated litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.
- 4.4 **Bills Paid.** At closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the PSB's ownership.
- 4.5 **Compliance Law.** All laws, ordinances, rules and regulations of any Government or any agency, body or subdivision thereof, bearing in the PSB's development of the Property, have been complied with.
- 4.6 **Taxes.** While the PSB owned the Property, the Property was exempt from ad valorem taxes.
- 4.7 **Pre-Closing Claims.** PSB agrees that the Buyer's acceptance of title to the Property under the conveyance documents should not create any liability on the Buyer's part to third parties that have claims of any kind against the PSB in connection with the Property. The PSB hereby expressly disclaims any and all liability to third parties that have any claims against the PSB.
- 4.8 **Condition of Property Prior to Closing.** Prior to Closing, the PSB shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the Buyer. See paragraph 1.3 referring to proposed utility easement.
- 4.9 **"AS IS, WHERE IS".** THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE

BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE PSB AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE PSB OTHER THAN AS REGARDS THE EXISTING PSB EASEMENTS AND THE PSB PIPELINES AND EQUIPMENT WITHIN SUCH EASEMENTS. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE PSB HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE PSB IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE PSB AND PURCHASED BY THE BUYER SUBJECT TO THE FOREGOING.

- 4.10 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE PSB AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE PSB FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

4.11 **Buyer's use.** The Buyer represents to the PSB that it intends to use the property in accordance with the conditions in Exhibit "C" (Bid Document #23-14) attached hereto and made a part hereof for all purposes. Buyer will comply with all City, State and Federal Law and/or Ordinances.

4.12 **Survival.** All agreements of the PSB made in this document shall survive the execution and delivery hereof and the Closing hereunder, until such time as all of the obligations of the signatories hereto shall have lapsed in accordance with their respective terms or shall have been discharged in full.

5. **Closing.** The closing of this transaction ("Closing") shall take place at the offices of on or before the later of (i) thirty (30) days from the Effective Date; or (ii) thirty (30) days after the execution of this Agreement by the PSB and City Manager or Mayor of the City of El Paso, subject to delays due to the PSB's efforts to cure any title objection under Section 3.2.

5.1 **Possession.** Possession of the Property will be transferred to the Buyer upon Closing.

5.2 **Closing Costs.**

(a) All recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer shall be paid by the Buyer.

(b) Premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property shall be paid by the Buyer.

(c) Real Estate Appraisal, Survey and Advertising fess shall be paid by the Buyer.

5.3 **PSB's Obligations.** At Closing, the PSB shall deliver to the Buyer a duly executed and acknowledged Special Warranty Deed conveying the Property and any related easements, free and clear of any and all liens, encumbrances, conditions, assessments, and restrictions, except for (i) ad valorem taxes for the year of Closing, if any, which shall be prorated to the date of Closing, and assumed by the Buyer upon closing, (ii) the standard printed exceptions contained in the usual form of the Owner's Policy, and (iii) any other exceptions set forth in the Title Policy which the Buyer has approved pursuant to Paragraph 4 above.

5.4 **Other Obligations.** Each party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate this transaction.

6. **Default.**

6.1 **Breach by PSB.** In the event that the PSB shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the Buyer's default, or the termination of this Agreement in accordance with its terms, the PSB agrees to absorb the costs the PSB may have incurred in preparation for the sale of the Property.

6.2 **Breach by the Buyer.** In the event that the Buyer shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the PSB's default, or the termination of this Agreement in accordance with its terms, the PSB may seek specific performance of this agreement. In addition to seeking specific performance, PSB shall be entitled to the Earnest Money specified in Paragraph 2.2, and Buyer shall lose earnest money.

7. **Miscellaneous.**

7.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties:

PSB: John E. Balliew, P.E.  
President/CEO  
El Paso Water Utilities Public Service Board  
1154 Hawkins Blvd.  
El Paso, Texas 79925

Buyer: Stanley Jobe  
Member of Jobeco Materials, L.L.C.  
General Partner of Jobe Materials, L.P.  
1150 Southview Dr.  
El Paso, Texas 79928

8. **Entire Agreement / Governing Law.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas.

8.1 **Time.** Time is of the essence of this Agreement and each and every provision hereof.

8.2 **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

8.3 **Survival of Provisions.** The terms contained in this Agreement, including without limitation, representations, warranties, covenants and agreements of the parties, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Contract, which will be construed as if the invalid or unenforceable provision had never existed.

8.4 **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

8.5 **Compliance.** In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

8.6 **Effective Date.** As used herein, "Effective Date" shall mean the date of the approval of City Council of an Ordinance authorizing the sale of the Property.

The above instrument, together with all conditions thereto is hereby executed by the City of El Paso this \_\_\_\_ day of \_\_\_\_\_, 2014.

**SELLER:**

EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD

By: \_\_\_\_\_

John E. Balliew, P.E.  
President/CEO

CITY OF EL PASO  
A Municipal Corporation

By: \_\_\_\_\_

Joyce A. Wilson, City Manager

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Lupe Cuellar  
Real Estate Manager and Counsel

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bertha Ontiveros  
Senior Assistant City Attorney

**BUYER:**

JOBE MATERIALS, L.P.

By: \_\_\_\_\_

Stanley Jobe  
Member of Jobeco Materials, L.L.C.  
General Partner of Jobe Materials L.P.

(Acknowledgements continue on next page)



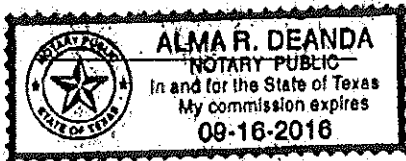
ACKNOWLEDGMENTS

STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument was acknowledged before me on the 28<sup>th</sup> day of May, 2014, by John E. Balliew, President & CEO of El Paso Water Utilities Public Service Board.

My Commission Expires:



Alma R. Deanda  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Joyce Wilson, City Manager of the City of El Paso.

My Commission Expires:

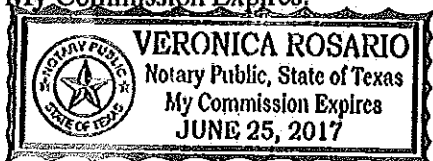
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument was acknowledged before me on the 14<sup>th</sup> day of May, 2014, by Stanley Jobe, Member of Jobeco Materials L.L.C., General Partner of Jobe Materials, L.P.

My Commission Expires:



Veronica Rosario  
Notary Public, State of Texas

Prepared for: Jobe Concrete Products  
February 28, 2012

EXHIBIT A  
PAGE 1 OF 2

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 332.50 to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence along said line, South 02°15'12" West a distance of 138.09 feet to a set 1/2" rebar with cap marked TX 5152 located on the northerly right of way line of State Spur 601;

Thence along said right of way line 101.48 feet along the arc of a curve to the left which has a radius of 2885.88 a central angle of 02°00'53" a chord which bears South 85°40'54" West (S 85°41'35" W, TX DOT ROW MAP) a distance of 101.47 feet to a found Texas Department of Transportation Brass Disk;

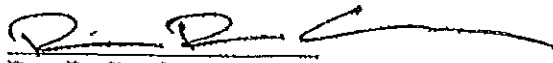
Thence along said right of way line, South 84°40'28" West (S 84°41'09" W, TX DOT ROW MAP) a distance of 124.39 feet to a set 1/2" rebar with cap marked TX 5152 lying on the northerly right of way line of State Spur 601;

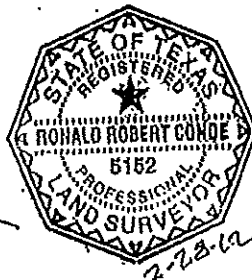
Thence leaving said right of way line North 03°55'02" East a distance of 164.50 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 88°11'11" East a distance of 219.34 feet to a set 1/2" rebar with cap marked TX 5152 the "TRUE POINT OF BEGINNING" and containing 33,361 Square Feet or 0.7659 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet

A survey of even date accompanies this description.

  
Ron R. Conde  
R.P.L.S. No. 5152



Job #\_112-49

CONDE, INC.  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283  
FAX (915) 592-0286

A PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS  
CITY OF EL PASO, EL PASO COUNTY, TEXAS  
CONTAINING: 0.7659 ACRES

A PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS  
CITY OF EL PASO, EL PASO COUNTY, TEXAS  
CONTAINING: 0.7659 ACRES

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2885.88'	101.48'	50.74'	101.47'	S85°40'54"W	2°06'53"
					S85°41'35"W	

1. BEARING BASED ON TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL  
ZONE 4203, U.S. SURVEY FEET ADJUSTED TO SURFACE USING A FACTOR OF  
1.00019656249

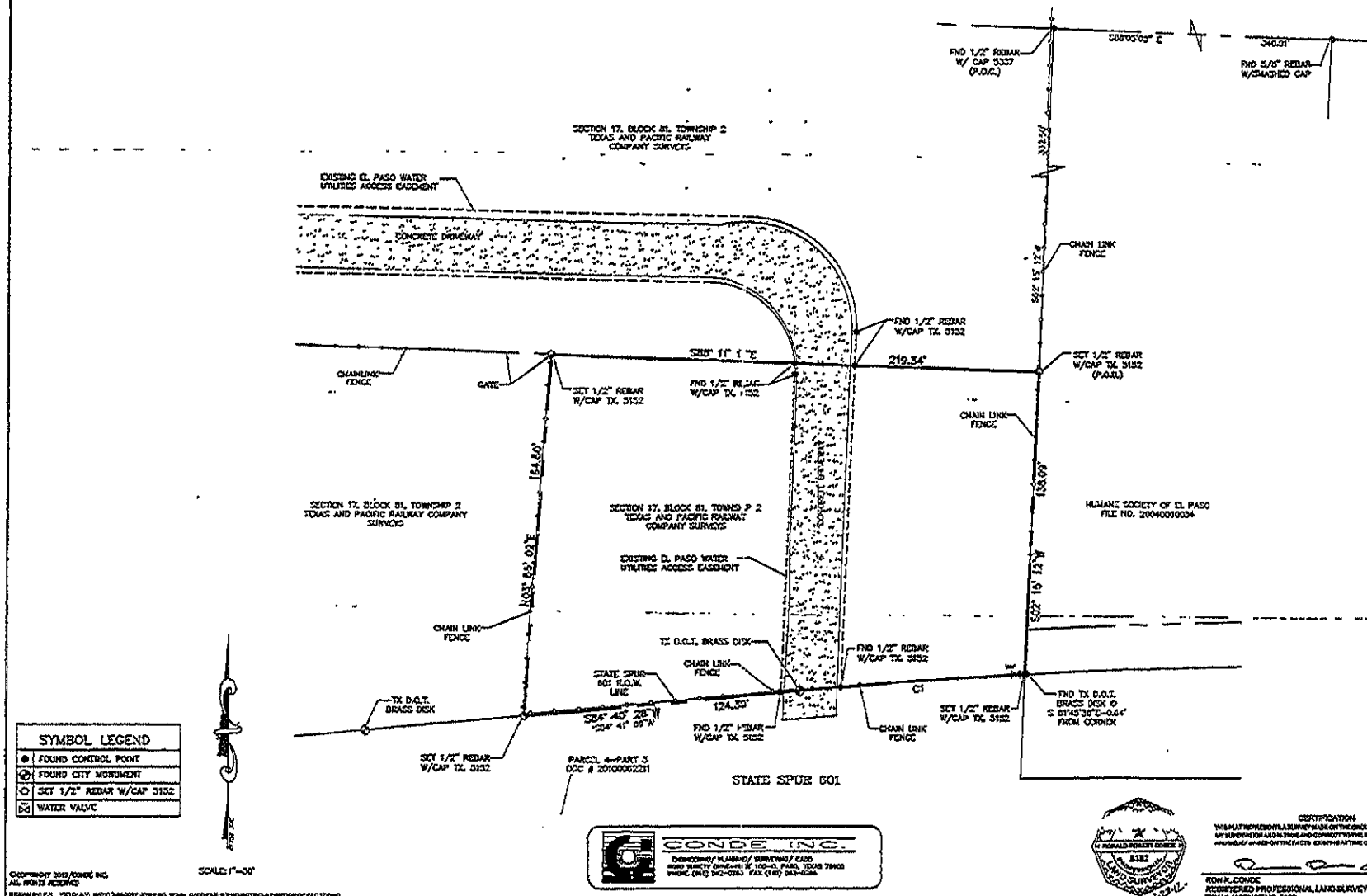
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO 48024-0025, DATED OCTOBER 13, 1982, THE PROPERTY IS IN FLOOD HAZARD ZONE C "AREAS OF ANNUAL FLOODING".

3. SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

4. SET 1/2" REBAR WITH CAP MARKED TX 5132 AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

5. A METES AND BOUNDS DESCRIPTION OF EYED DATE ACCOMPANIES THIS SURVEY.

4. \* TX DOT ROW MAP CONT. 1046, SECTION 03, JOB 002.



ALL FROM THE REVENUE

DECLASSIFIED BY 6032 PAV, DATE 3-26-2009, AUTHORITY 25X-10729, CLASSIFICATION OF 25X-10729

EXHIBIT B  
PAGE 1 OF 2

Prepared for: El Paso Water Utilities  
February 11, 2014  
(21' El Paso Water Utility Basement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 449.49 feet to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence along said line, South 02°15'12" West a distance of 21.10 feet to a set 1/2" rebar with cap marked TX 5152 located on the northerly right of way line of State Spur 601 from which a found x chiseled on concrete bears North 83°24'27" East a distance of 0.67 feet;

Thence along said right of way line 101.48 feet along the arc of a curve to the left which has a radius of 2885.88 a central angle of 02°00'53" a chord which bears South 85°40'54" West (S 85°41'35" W, TX DOT ROW MAP) a distance of 101.47 feet to a found Texas Department of Transportation Brass Disk;

Thence along said right of way line, South 84°40'28" West (S 84°41'09" W, TX DOT ROW MAP) a distance of 124.39 feet to a set 1/2" rebar with cap marked TX 5152 lying on the northerly right of way line of State Spur 601;


Thence leaving said right of way line North 03°55'02" East a distance of 21.28 feet to a set 1/2" rebar with cap marked TX 5152;

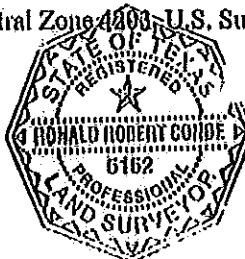
Thence, North 84°40'28" East a distance of 120.97 feet to a set x chiseled on concrete drive for a point of curve;

Thence 104.26 feet along the arc of a curve to the right which has a radius of 2906.88 feet a central angle of 02°03'18" a chord which bears North 85°42'07" East a distance of 104.26 feet to the "TRUE POINT OF BEGINNING" and containing 4,741 Square Feet or 0.1088 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4803, U.S. Survey Feet

A survey of even date accompanies this description.

  
Ron R. Conde  
R.P.L.S. No. 5152



Job # 214-16

CONDE, INC.  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283  
FAX (915) 592-0286

NOTES:

1. BEARING BASED ON TEXAS STATE PLANE COORDINATE SYSTEM ZONE 4200, U.S. SURVEY FOOT ADJUSTED TO SURFACE USING A FACTOR OF 1.0001680249
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48024-0028, DATED OCTOBER 15, 1983, THIS PROPERTY IS IN FLOOD HAZARD ZONE C "AREAS OF NORMAL FLOODING".
3. SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT
4. SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
5. A METES AND BOUNDS DESCRIPTION OF EACH DATE ACCOMPANIES THIS SURVEY.
6. = TX DOT ROW MAP CORRE 1040, SECTION 43, JOB 002.

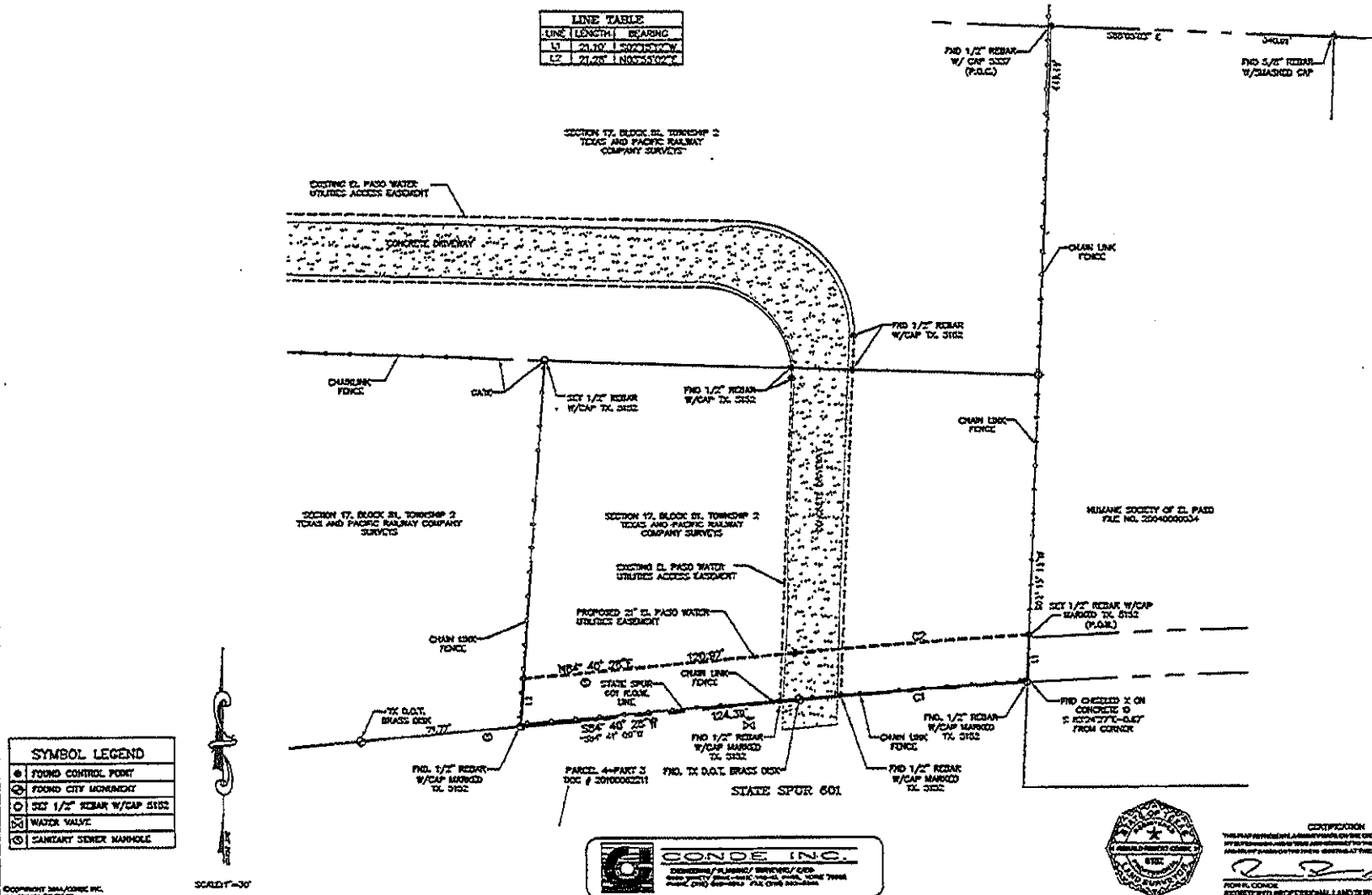
CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	2555.85'	101.43'	50.74'	101.47'	S85°46'54"W 200°53'
C2	2906.55'	104.25'	52.14'	104.26'	N65°42'07"E 020°53'10"

LINE TABLE	
LINE	BEARING
L1	20.10' S85°46'54"W
L2	20.28' N65°42'07"E

EXHIBIT B  
PAGE 2 OF 2

PLAT OF SURVEY

A PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS  
CITY OF EL PASO, EL PASO COUNTY, TEXAS  
CONTAINING 0.088 ACRES



EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD

EXHIBIT "C"

PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS  
CITY OF EL PASO, EL PASO COUNTY, TEXAS

BID NUMBER:  
23-14

TO BE OPENED:  
Monday, March 24, 2014  
11:00 A.M.

BIDDER'S PROPOSAL

TO: El Paso Water Utilities - Public Service Board  
P.O. Box 511  
El Paso, Texas 79961-0001

SUBJECT: Sale of Real Estate, Commercial and Industrial Use Restriction

We, the undersigned, offer to purchase the following described real estate in accordance with the enclosed General Conditions and Instructions to Bidders.

DESCRIPTION OF LAND

TOTAL AMOUNT BID

CONSISTING OF A PORTION OF SECTION 17, BLOCK 81,  
TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY  
SURVEYS, CITY OF EL PASO, EL PASO COUNTY,  
TEXAS, APPROXIMATELY (0.7669 ACRES)

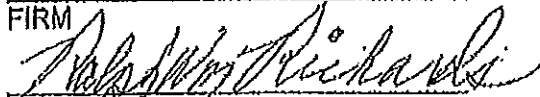
\$ \$85,000.00

The attached metes and bounds description describes the gross acreage and location of each parcel. All bids must comply with the conditions set forth herein.

The MINIMUM ACCEPTABLE BID for land is \$85,000.00. In addition, the successful bidder must pay all costs of title insurance, advertising, appraisals, and surveys at closing.

JOBE MATERIALS, L.P.

FIRM



SIGNATURE

RALPH WM. RICHARDS, VP & GENERAL COUNSEL

PRINTED NAME

MAILING ADDRESS  
1150 SOUTHVIEW DR., EL PASO, TX 79928

TELEPHONE NUMBER / FAX  
(915) 298-9900 / (915) 298-9992

**CITY OF EL PASO  
EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD**

**SALE OF REAL ESTATE**

**GENERAL CONDITIONS AND  
INSTRUCTIONS TO BIDDERS**

**BID NUMBER**

**23-14**

Sealed bids addressed to John E. Balliew, P.E., President/CEO, El Paso Water Utilities for the sale of property described as a portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, totalling approximately 0.7659 acres of real estate, as shown on the attached Exhibit "A", will be received in the office of the El Paso Water Utilities, located at 1154 Hawkins Boulevard, El Paso, Texas 79925 until 11:00 A.M., local time, Monday, March 24, 2014, publicly opened and read aloud in the 1st floor conference room of the El Paso Water Utilities.

**BID PROCEDURES**

1. Bids must be made on the attached Bidder's Proposal. An original copy must be received in the El Paso Water Utilities' Purchasing Department by 11:00 A.M., local time, Monday, March 24, 2014, by either mailing to El Paso Water Utilities, P.O. Box 511, El Paso, Texas 79961-0001 or by hand delivery to the purchasing agent on the 1<sup>st</sup> floor of the El Paso Water Utilities' Administration building at 1154 Hawkins Boulevard, El Paso, Texas. The Bidder is responsible for delivery of the bid by the above listed time. All bids shall be in a sealed envelope that is clearly marked with the Bid Number on the lower left hand corner of the outside of the envelope.
2. The bid will be awarded to the bidder submitting the highest bid that equals or exceeds the minimum acceptable price. All bids must comply with the conditions set forth herein.
3. Any bid received after the above listed time for receiving bids will be returned unopened.
4. Bidders are invited to be present at the opening of bids.
5. If the bid is made by an agent for a proposed purchaser, the signature of such agent shall be affixed to the Bidder's Proposal. In addition, the bid shall identify the proposed purchaser in whose name the title will be taken. No agent or broker commission will be the responsibility or will be paid by the El Paso Water Utilities - Public Service Board.

6. The El Paso Water Utilities - Public Service Board reserves the right to reject any or all bids or to award a contract either in whole or in part and to waive any minor irregularities, if it is deemed to be in the best interest of the El Paso Water Utilities - Public Service Board.
7. Each bidder must include a cashier's check, certified check or money order in the amount of five percent (5%) of the bid total as earnest money to insure that the successful bidder will complete the purchase of the land. Such bid security must identify the bidder in whose name it is submitted. If the successful bidder fails to complete the purchase, said earnest money will be forfeited, and the El Paso Water Utilities - Public Service Board reserves the right to make the sale to the next highest responsible bidder or to reject all bids.
8. No bid may be withdrawn after the deadline for receipt of bids. The El Paso Water Utilities will retain the earnest money of the successful bidder and the earnest money will be applied to the purchase price of the successful bidder's land.
9. No oral, telephone, Internet or telegraph bids will be accepted.
10. After award of the bid, all unsuccessful bidders will be notified in writing and their earnest monies will be refunded within 30 days of notice.
11. The **MINIMUM ACCEPTABLE BID** for the land is **\$85,000.00**. In addition, the successful bidder must pay all costs of title insurance, advertising, appraisals, and surveys at closing.
12. The property must be purchased in cash at the time of closing. All closing costs, including title insurance, advertising, appraisals, and surveys must be paid by the successful bidder.
13. Within ten (10) days after receipt of written notification of acceptance of this bid, the successful bidder shall provide the El Paso Water Utilities - Public Service Board with all information necessary to close the sale and prepare the deed and other necessary papers. Unless good cause exists for further delay, it is contemplated that the sale will be closed within thirty days from the date of approval by the City Council of the City of El Paso of an ordinance authorizing the sale. The earnest money will be deposited in an interest bearing account after the date of award by the El Paso Water Utilities - Public Service Board with interest accruing to the El Paso Water Utilities - Public Service Board.
14. Conveyance of the property to the successful bidder shall be contingent upon passage of an ordinance by the City Council of the City of El Paso authorizing the Mayor or City Manager to execute a deed or deeds or other documents as needed.
15. The successful bidder shall execute a real estate sales contract acceptable to the Real Estate Manager and Counsel within 15 days of award of the bid by the Public Service Board, which includes the conditions and instructions to bidders.
16. The conveyance of the subject real estate will be by Special Warranty Deed and will be subject to all easements, restrictions, reservations, rights of way, dedications, and other encumbrances, of record or apparent upon the property. The Special



Warranty Deed will also contain a covenant running with the land to restrict the use of the property to commercial and industrial uses only. Residential uses, including single family and multi-family, will be prohibited. Enforcement of the prohibition will be through a reversionary clause running in favor of the Grantor.

17. Questions concerning the bid package or bid procedure should be directed to the Purchasing Department of the El Paso Water Utilities - Public Service Board at 915/594-5625.
18. Technical questions concerning the bid package should be directed to the Real Estate Manager and Counsel of the El Paso Water Utilities - Public Service Board at 915/594-5636.

#### GENERAL DEVELOPMENT REQUIREMENTS

19. Any conveyance of this land will be subject to a restrictive covenant to the effect that the successful bidder, its successors or assigns will not, subject to existing law, discard, place or store upon such land, any radioactive material or other hazardous waste material or animal waste which would contaminate or otherwise damage the ground water supply sources of the City of El Paso.
20. This property is inside the city limits of El Paso. The design, location and construction of improvements shall be per City of El Paso Code requirements. A subdivision plat and a drainage plan shall be submitted to and approved by the City of El Paso prior to the issuance of any building permits for the Property.
21. An industrial type zoning of the property shall be subject to the following conditions:
  - a. That the successful bidder be required to construct an eight-foot high masonry wall abutting any residential use;
  - b. That the successful bidder be required to install a twenty-five foot wide landscape buffer to consist of evergreen trees of at least three inch caliper placed at fifteen feet on center immediately adjacent to the required screening wall and along the entire length of the property line abutting any residential use. This shall be in addition to the landscaping requirements of the El Paso City Code and shall be irrigated per Title 18 of the El Paso City Code;
  - c. That a one hundred fifty foot (150') wide setback be required and measured from the entire length of the property line abutting any residential use. No structure or building of any type shall be allowed within this setback. However, ponding/drainage and the landscape buffer may be included within this setback area;
  - d. That storage of materials, equipment, or supplies shall be prohibited within the first one hundred feet (100') of the setback area.
  - e. Re-zoning the property for uses other than those allowed in the current zoning category is the sole responsibility of the successful bidder after the transfer of title. Neither the City of El Paso, the Public Service Board or their agents or employees or have made any representations regarding future land

uses and zoning. The development standards contained in paragraph 21 above have been provided to allow for disclosure of minimum requirements and shall in no way be considered exhaustive. Future zoning applications are subject to full review of City of El Paso staff, the City Plan Commission and the discretion and final approval of City Council.

22. The successful bidder accepts the responsibility for conducting its own archeological and environmental surveys of the property and contacting the Texas Historical Commission (THC) for any potential archeological information pertaining to the site. Mitigation of any conditions on the property, including archeological sites or, without limitations, adverse environmental conditions, shall be at the expense of the successful bidder who shall take the property subject to all existing conditions. The successful bidder accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the property.
23. The successful bidder agrees that he or she has examined the property and accepts the land "AS IS" including but not limited to the present zoning and surface conditions.

#### **WATER AND SANITARY SEWER SERVICE REQUIREMENTS**

24. All ground water, water rights, or rights to surface water shall be reserved to the El Paso Water Utilities -Public Service Board of the City of El Paso. The successful bidder shall not have the right to drill a well and produce therefrom any quantity of groundwater.
25. Water, and sanitary sewerage service will be provided in accordance with the most current Public Service Board Rules and Regulations of the El Paso Water Utilities at the time of application for service to the Developer Services Section of the El Paso Water Utilities.
26. The successful bidder shall be responsible for the costs of any necessary on-site & off-site extensions, relocations, replacements or adjustments of water, drainage, sanitary sewer and appurtenances necessitated by and attributable to the proposed subdivision improvement plans.
27. In order to promote water conservation, to ensure optimum water-use efficiency, and to prevent runoff into streets, it is the policy of the Public Service Board to require landscape and irrigation restrictions in the sales of undeveloped land. Development of the property will be governed by the El Paso Municipal Code Title 15 (Public Services), Chapter 12 (Water and Sewer System) and Chapter 13 (Water Conservation), including no more than 50% turf in landscapable area.
28. The successful bidder shall grant, at no cost, easements for water, and sewer facilities to the El Paso Water Utilities Public Service Board, City of El Paso, necessary to serve the parcel as shown on the attached Exhibit "A" upon request by El Paso Water Utilities.

29. This conveyance is subject to a twenty one foot (21') easement reserved to El Paso Water Utilities Public Service Board, City of El Paso, as described on the attached Exhibit "B".
30. This conveyance is subject to the easement reserved to the El Paso Water Utilities Public Service Board, City of El Paso, as described on the attached Exhibit "C".

Prepared for Jobo Concrete Products  
February 28, 2012

EXHIBIT A  
PAGE 1 OF 2

MBERS AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company  
Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of  
land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County,  
Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South  
88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of  
said Humane Society parcel, South 02°15'12" West a distance of 332.50 to a set 1/2" rebar with cap marked TX 5152 for  
the "TRUE POINT OF BEGINNING",

Thence along said line, South 02°15'12" West a distance of 138.09 feet to a set 1/2" rebar with cap marked TX  
5152 located on the northerly right of way line of State Spur 601;

Thence along said right of way line 101.48 feet along the arc of a curve to the left which has a radius of 2885.88 a  
central angle of 02°00'33" a chord which bears South 85°40'54" West (S 85°41'35" W, TX DOT ROW MAP) a  
distance of 101.47 feet to a found Texas Department of Transportation Brass Disk;

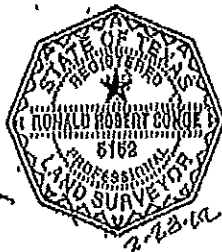
Thence along said right of way line, South 84°40'28" West (S 84°41'09" W, TX DOT ROW MAP) a distance of  
124.39 feet to a set 1/2" rebar with cap marked TX 5152 lying on the northerly right of way line of State Spur 601;

Thence leaving said right of way line North 03°55'02" East a distance of 164.50 feet to a set 1/2" rebar with cap  
marked TX 5152;

Thence South 88°11'11" East a distance of 219.34 feet to a set 1/2" rebar with cap marked TX 5152 the "TRUE POINT OF  
BEGINNING" and containing 33,361 Square Feet or 0.7659 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet

A survey of even date accompanies this description.



Ron R. Conde  
R.P.L.S. No. 5152

Job # 112-49

CONDE, INC.  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283  
FAX (915) 592-0286



EXHIBIT B  
PAGE 1 OF 2

Prepared for El Paso Water Utilities  
February 11, 2014  
(21' El Paso Water Utility Basement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 449.49 feet to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING",

Thence along said line, South 02°15'12" West a distance of 21.10 feet to a set 1/2" rebar with cap marked TX 5152 located on the northerly right of way line of State Spur 601 from which a found x chiseled on concrete bears North 83°24'27" East a distance of 0.67 feet;

Thence along said right of way line 101.48 feet along the arc of a curve to the left which has a radius of 2885.88 a central angle of 02°00'53" a chord which bears South 85°40'54" West (S 85°41'35" W, TX DOT ROW MAP) a distance of 101.47 feet to a found Texas Department of Transportation Brass Disk;

Thence along said right of way line, South 84°40'28" West (S 84°41'09" W, TX DOT ROW MAP) a distance of 124.39 feet to a set 1/2" rebar with cap marked TX 5152 lying on the northerly right of way line of State Spur 601;

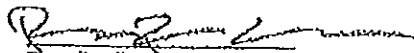
Thence leaving said right of way line North 03°55'02" East a distance of 21.28 feet to a set 1/2" rebar with cap marked TX 5152;

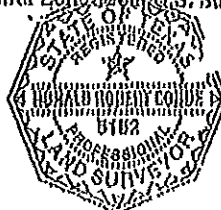
Thence, North 84°40'28" East a distance of 120.97 feet to a set x chiseled on concrete drive for a point of curve;

Thence 104.26 feet along the arc of a curve to the right which has a radius of 2906.88 feet a central angle of 02°03'18" a chord which bears North 85°42'07" East a distance of 104.26 feet to the "TRUE POINT OF BEGINNING" and containing 4,741 Square Feet or 0.1088 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4200 - U.S. Survey Feet

A survey of over date accompanies this description.

  
Ron R. Conde  
R.P.L.S. No. 5152



Job # 214-16

CONDE, INC.  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283  
FAX (915) 592-0286

- [illegible]

CURVE DATA						
CURVE	STATION	LENGTH	TANGENT	CHORD	BEARING	DECA
1	220+00	104.42'	30.74'	104.42'	S25°40'50"W	200°50'
2	220+00	104.42'	30.74'	104.42'	N55°40'50"E	200°50'

LINE TABLE		
LINE	DESCRIPTION	AMOUNT
10	100.00	100.00
20	200.00	200.00

EXHIBIT B  
PAGE 2 OF 2

PLAT OF SURVEY

A PORTION OF SECTION 17, BLOCK 31, TOWNSHIP 2,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS  
CITY OF EL PASO, EL PASO COUNTY, TEXAS  
CONTAINING 3000 ACRES

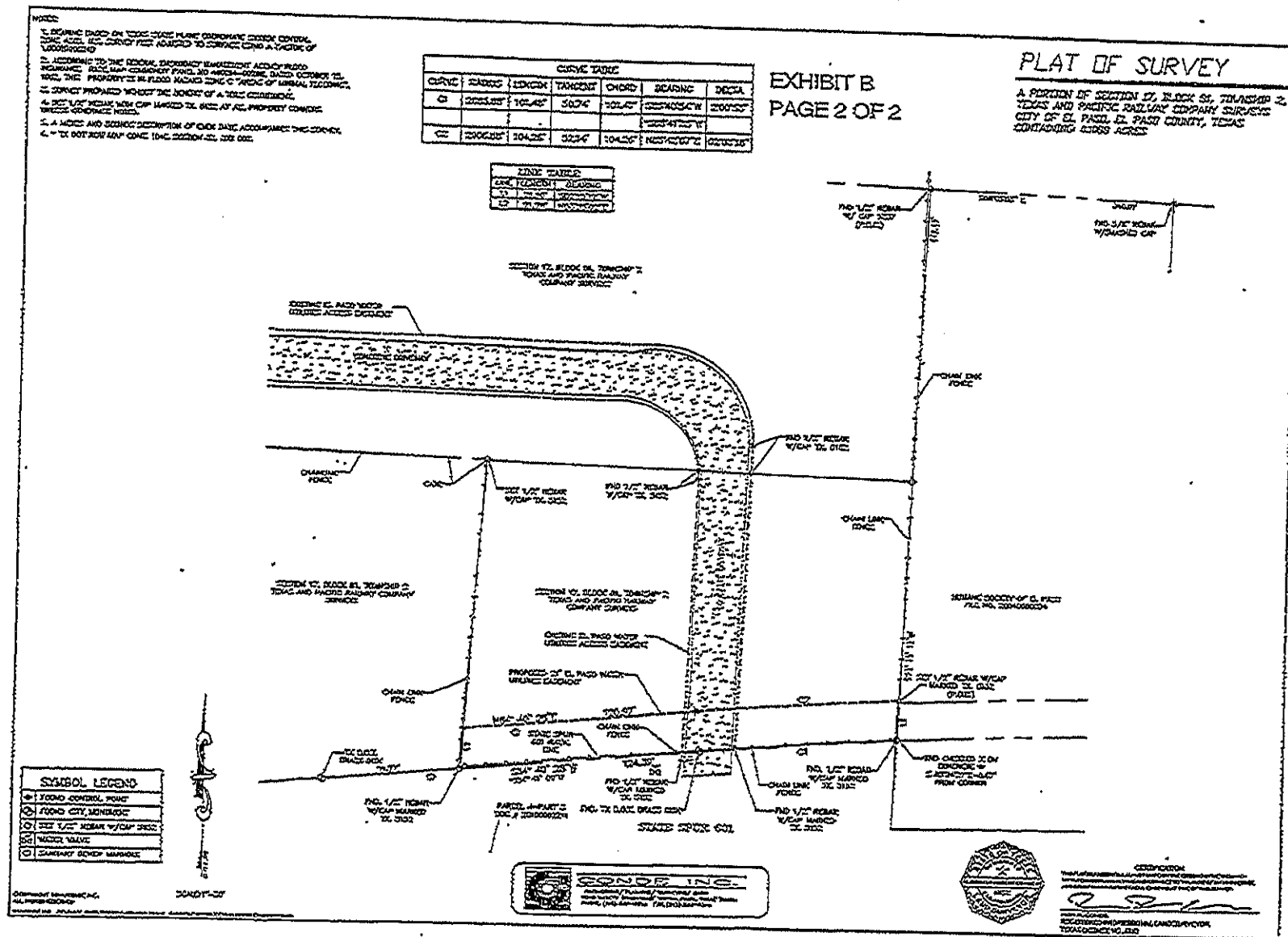


EXHIBIT "C"

Prepared for El Paso Water Utilities  
September 16, 2011  
(El Paso Water Utilities Access Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humano Society of El Paso in clerk's file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humano Society parcel, South 02°15'12" West a distance of 470.59 to an existing TX D.O.T. Brass cap on the northerly right of way line of Spur 601 as referenced in document no. 20100062211, Real property records of El Paso County, Texas; Thence along said right of way line 82.93 feet along the arc of a curve to the left which has a radius of 2885.88 feet a central angle of 01°38'47" a chord which bears South 85°51'56" West a distance of 82.93 feet to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING";

Thence along said right of way line 18.53 feet along the arc of a curve to the left which has a radius of 2885.88 a central angle of 00°22'05" a chord which bears South 84°51'30" West a distance of 18.53 feet to a found TX D.O.T. Brass cap;

Thence along said right of way line South 84°40'28" West a distance of 8.69 feet to a set 1/2" rebar with cap marked TX 5152;

Thence leaving said right of way line, North 02°10'06" East a distance of 145.15 feet to a set 1/2" rebar with cap marked TX 5152 for a point of curve;

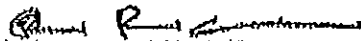
Thence along said right of way line 4.87 feet along the arc of a curve to the left which has a radius of 40.00 a central angle of 06°39'00" a chord which bears North 01°19'24" West a distance of 4.87 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 88°11'11" East a distance of 27.30 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 02°10'06" West a distance of 145.69 feet to the "TRUE POINT OF BEGINNING" and containing 4005 Square Feet or 0.0920 acres of land more or less.

Notes: Hearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.

  
Ron R. Conde  
R.P.L.S. No. 5152

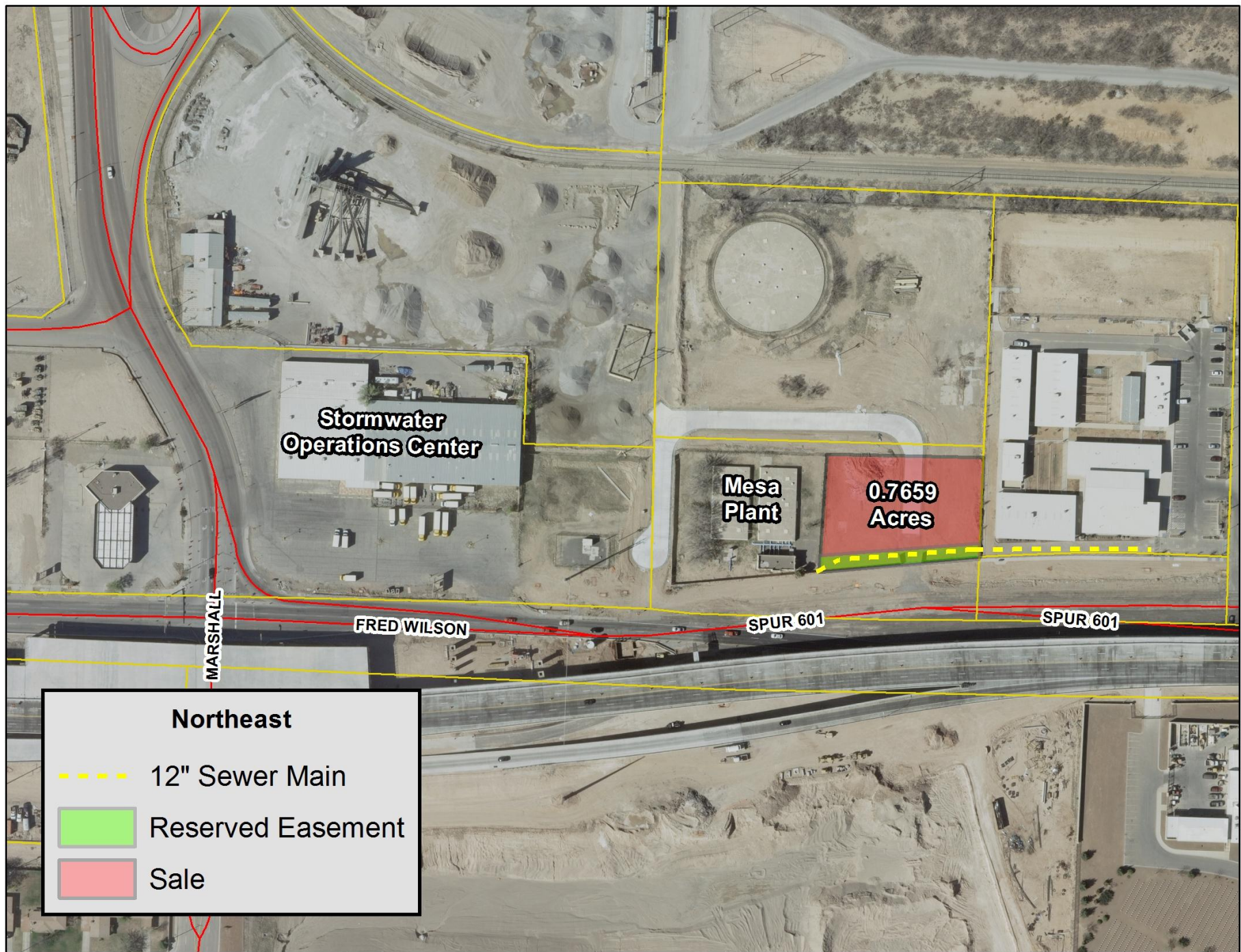


1048-211-30

CONDE, INC.  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURVEY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 692-0283  
FAX (915) 692-0286



**AUTHORIZING THE CITY MANAGER TO  
SIGN A CONTRACT OF SALE, SPECIAL WARRANTY  
DEED AND ANY OTHER DOCUMENTS NECESSARY  
TO COMPLETE THE SALE OF LAND  
TO JOBE MATERIALS L.P.**



Independent Appraisal established the minimum  
Bid for the Land

\$85,000.00

Jobe Materials L.P was the sole bidder and bid  
the minimum bid price

Recommendation:

Approve the Sale of Land to Jobe Materials L.P.

Authorize the City Manager to Sign any and all Documents Necessary to Complete the Sale.