

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

CITY CLERK DEPT.
2015 APR 20 AM 11:16

DEPARTMENT: Mayor and Council
El Paso Water Utilities Public Service Board

AGENDA DATE: April 21, 2015

CONTACT PERSON/PHONE: Lupe Cuellar, Real Estate Manager and Counsel (915-594-5636)
Kurt Fenstermacher, Assistant to City Manager (915-212-1070)
Bertha A. Ontiveros, Senior Assistant City Attorney (915-212-0033)

DISTRICT(S) AFFECTED: District 8

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what?
Be descriptive of what we want Council to approve. Include \$ amount if applicable.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A FIRST AMENDMENT TO CONTRACT OF SALE WITH THE RESCUE MISSION OF EL PASO INC. FOR THE SALE OF THE REAL PROPERTY MUNICIPALLY KNOWN AS 130 N. COTTON STREET, EL PASO, TEXAS TO ADD THE 2.2602 ACRE PARCEL MUNICIPALLY KNOWN AS 221 N. LEE STREET, EL PASO, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS A PORTION OF LOTS 20 THROUGH 23, LOTS 24 THROUGH 48, AND A PORTION OF LOTS 49 THROUGH 53 AND ADJACENT CLOSED ALLEY, BLOCK 71, COTTON ADDITION, AN ADDITION TO THE CITY OF EL PASO. CONSIDERATION FOR THE LEE PARCEL IS \$830,000.

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The City owns property located at 130 N. Cotton ("Cotton Parcel"). On January 6, 2015, the City Council approved the City's acceptance of this property from the inventory of the El Paso Water Utilities. The City Council further approved execution of a Contract of Sale with the Rescue Mission to convey the Cotton Property to the Rescue Mission in exchange for the simultaneous conveyance of property owned by the Rescue Mission at 900 Wyoming Avenue to the City.

The Rescue Mission has identified a second 2.2602 acre parcel, adjacent to the Cotton parcel, located at 221 N. Lee Street ("Lee Parcel") for their development project. The Lee Parcel is managed and controlled by the El Paso Water Utilities – Public Service Board ("PSB"). On February 11, 2015, the PSB found that the Lee Parcel is inexpedient to the water utility system and authorized its President/CEO to obtain an appraisal and forward a recommendation to City Council to sell the land for the appraised value. The PSB obtained a certified appraisal of the property which has valued the Lee Parcel at \$830,000.

The Resolution authorizes the City Manager to sign the First Amendment to the Contract of Sale to add the Lee parcel to the sale of City property to the Rescue Mission.

In accordance with Texas Local Government Code Section 272.001(g), the City will also convey the both parcels for low-income housing without complying with the notice and bidding requirements of Texas Local Government Code Section 272.001(a). The Rescue Mission will provide temporary shelter, interim and transitional housing, food and other related services to homeless persons and families (including operating businesses substantially to their charitable purpose, including providing related services such as job training and education) in order to alleviate and eliminate the cause of homelessness on both the Cotton Parcel and the Lee Parcel.

City staff and PSB recommend that the City Council approve the Resolution to authorize the First Amendment to the Contract of Sale to add the Lee Parcel.

There is a related item on the agenda to approve an Ordinance to authorize the conveyance of both the Cotton Parcel and the Lee Parcel to the Rescue Mission.

PRIOR COUNCIL ACTION:

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

Yes. Council approved Contract of Sale for the property at 130 N. Cotton Street on January 6, 2015.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Capital Project Fund

BOARD / COMMISSION ACTION: N/A

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A FIRST AMENDMENT TO CONTRACT OF SALE WITH THE RESCUE MISSION OF EL PASO INC. FOR THE SALE OF THE REAL PROPERTY MUNICIPALLY KNOWN AS 130 N. COTTON STREET, EL PASO, TEXAS TO ADD THE 2.2602 ACRE PARCEL MUNICIPALLY KNOWN AS 221 N. LEE STREET, EL PASO, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS A PORTION OF LOTS 20 THROUGH 23, LOTS 24 THROUGH 48, AND A PORTION OF LOTS 49 THROUGH 53 AND ADJACENT CLOSED ALLEY, BLOCK 71, COTTON ADDITION, AN ADDITION TO THE CITY OF EL PASO. CONSIDERATION FOR THE LEE PARCEL IS \$830,000.

WHEREAS, on January 6, 2015, the City Council authorized the City Manager to execute a Contract of Sale with the Rescue Mission of El Paso ("Rescue Mission") for the conveyance of a 2.6306 property and related improvements located thereon at 130 Cotton Street, El Paso, Texas (the "Cotton Parcel") in consideration for the Rescue Mission's simultaneous conveyance to the City of El Paso of that certain real property owned by the Rescue Mission at 900 Wyoming, El Paso, Texas;

WHEREAS, City is the owner of an additional improved 2.2602 acre parcel of real property and all improvements located thereon, which is managed and controlled by the El Paso Water Utility – Public Service Board ("PSB") and is located at 221 N. Lee Street in the City of El Paso, Texas, being more particularly described as a portion of Lots 20 through 23, Lots 24 through 48, and a portion of Lots 49 through 53 and adjacent closed alley, Block 71, Cotton Addition in the City of El Paso, El Paso County, Texas (the "Lee Parcel") in consideration of \$830,000, the appraised value, payable to the City of El Paso, El Paso Water Utility – Public Service Board;

WHEREAS, the PSB at its regular meeting of February 11, 2015 declared the Lee parcel inexpedient to the Water and Wastewater System and authorized forwarding the recommendation to the City Council to convey the Lee parcel to the Rescue Mission for the appraised value in accordance with the conditions set forth in the PSB resolution;

WHEREAS, City staff has recommended that the City amend the Contract of Sale for the Cotton Parcel to add the Lee Parcel to the conveyance of real property to the Rescue Mission for low-income housing pursuant to Local Government Code Section 272.001(g), for the development, renovation, construction, operation, management and use of the Cotton Property to provide temporary and transitional housing to low-income persons and families and related services to alleviate the effect and assist in the elimination of hunger, displacement and homelessness.

WHEREAS, the City Council has determined that the proposed use of the Cotton Parcel and the Lee Parcel (collectively, the "Property") will serve a public purpose since the Rescue

Mission will provide temporary shelter, interim and transitional housing, food and other related services to homeless persons and families (including, but not limited to, the operation of any related businesses regularly carried on and substantially related to furthering the charitable tax-exempt purpose of the Rescue Mission through its education, job training and other charitable activities) in order to alleviate and eliminate the cause of homelessness for the benefit of the homeless residents and all citizens within the City of El Paso, and the Rescue Mission desires to acquire the Property from City for the stated public purposes upon the terms and conditions set forth in the Contract of Sale, as amended;

WHEREAS, pursuant to Texas Local Government Code Section 272.001(g), the City may convey the Property without complying with the notice and bidding requirements of Texas Local Government Code Section 272.001(a).

WHEREAS, City staff recommends that the City enter into the First Amendment to the Contract of Sale with the Rescue Mission for the sale of the Property.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager is hereby authorized to sign, on behalf of the City of El Paso a First Amendment to Contract of Sale with the Rescue Mission of El Paso, Inc., for the sale of the real property municipally known as 130 N. Cotton Street, El Paso, Texas to add the 2.2602 acre property municipally known as 221 N. Lee Street, El Paso Texas, more particularly described as a portion of Lots 20 through 23, Lots 24 through 48, and a portion of Lots 49 through 53 and adjacent closed alley, Block 71, Cotton Addition, an Addition to the City of El Paso, for low-income housing pursuant to Local Government Code Section 272.001(g), in consideration of the payment of \$830,000 for the Lee Parcel, payable to the City of El Paso, El Paso Water Utilities – Public Service Board, and to sign any other documents necessary to effectuate this transaction.

PASSED AND APPROVED on this the _____ day of _____, 2015.

THE CITY OF EL PASO

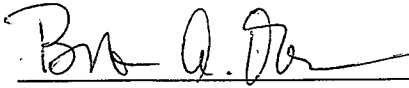
Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

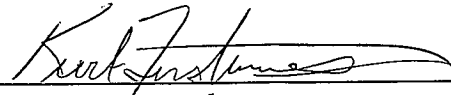
[Signatures continue on following page]

APPROVED AS TO FORM:



Bertha A. Ontiveros
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Kurt Fenstermacher
Assistant to the City Manager

APPROVED AS TO CONTENT AND FORM:

Lupe Cuellar
Real Estate Manager and Counsel
El Paso Water Utilities – Public Service Board

CITY CLERK DEPT.
2015 APR 15 AM 11:38

**FIRST AMENDMENT TO
CONTRACT OF SALE**

between

CITY OF EL PASO

SELLER

AND

RESCUE MISSION OF EL PASO, INC.

BUYER

FOR

130 N. Cotton Street
El Paso, Texas

And adding

221 N. Lee Street,
El Paso, Texas

FIRST AMENDMENT TO CONTRACT OF SALE

This First Amendment to Contract of Sale (the *First Amendment*) is made and entered into as of the Effective Date by and between **CITY OF EL PASO, TEXAS** (*Seller*) and **RESCUE MISSION OF EL PASO, INC.**, a Texas nonprofit corporation (*Buyer*).

RECITALS

A. Seller is the owner of an improved parcel of real property located at 130 Cotton Street in the City of El Paso, El Paso County, Texas, as described in Section 1.1 and **Exhibit "A-1"** attached hereto and as of January 14, 2015, the Seller entered into a Contract of Sale (*Contract*), attached hereto, as **Exhibit "A-2"** restated, ratified and made a part hereof for all purposes, with the Buyer to convey such real property in exchange for Buyer's simultaneous conveyance of that certain real property Buyer owns located at 900 Wyoming, El Paso, Texas.

B. Seller is the owner of an improved parcel of real property located at 221 N. Lee Street in the City of El Paso, El Paso County, Texas, as more particularly described in Section 1.1 and **Exhibit "A-3"** attached hereto, made a part hereof for all purposes (collectively the Cotton Parcel and the Lee Parcel are referred to herein as the "Property").

C. The Cotton Parcel was previously in the property inventory of the El Paso Water Utilities – Public Service Board (PSB) and following the PSB determination on November 12, 2014 that the property was inexpedient to the water and wastewater system, the City Council of the City of El Paso on January 6, 2015 approved the City's acceptance of the Cotton Property from the PSB inventory.

D. The El Paso Water Utilities – Public Service Board ("PSB") has also declared the Lee Parcel, which remains in the PSB property inventory, inexpedient to the Water and Wastewater System provided that the PSB is not required to relocate from the Property until such date as determined by the its President/CEO. The President/CEO was also authorized to obtain one appraisal for the Lee Parcel and forward to City Council the recommendation to sell the land for the appraised value and sign any and all documents necessary to complete the sale of the land.

E. The Seller and Buyer agree that the Contract be amended to add the Lee Parcel (in the PSB inventory) to the conveyance of the Property to Buyer under the terms and conditions of this First Amendment, including, but not limited to, an agreement that the consideration for the conveyance of this Lee Parcel will be the Buyer's payment of the appraisal value of the property obtained by the PSB.

F. Seller has agreed to convey the Property to Buyer pursuant to Texas Local Government Code Section 272.001(g) for the development, renovation, construction, operation, management and use of the Property to provide temporary, interim, transitional, or permanent housing to low-income persons and families and related services to alleviate the effect and assist

in the elimination of hunger, displacement and homelessness.

G. Seller has found that the proposed use of the Property will serve a municipal public purpose since Buyer will provide temporary shelter, interim, transitional or permanent housing, food and other related services to homeless persons and families (including, but not limited to, the operation of any related businesses regularly carried substantially related to furthering the charitable tax-exempt purpose of the Rescue Mission through its education, job training and other charitable activities) in order to alleviate and eliminate the cause of homelessness for the benefit of the homeless residents and all citizens within the City of El Paso.

H. Pursuant to Local Government Code Section 272.001(g), the Seller may convey the Property without complying with the notice and bidding requirements of Section 272.001(a) or other law.

I. Seller and Buyer agree that this sale of the Property is related to and contingent upon the simultaneous conveyance of the Buyer's Property from Buyer to Seller pursuant to a separate Contract of Sale, executed concurrently with this Agreement and the Buyer's payment to the PSB of the appraised value of the Lee Parcel.

NOW THEREFORE, in consideration of the covenants, conditions and provisions set forth herein, the parties hereto agree as follows:

ARTICLE I **KEY TERMS AND PROVISIONS**

The provisions of Article I of the Contract shall remain as set forth in the Contract, except that the following terms shall be amended to revise the Closing Date and the Sales Price, as follows:

"Closing Date" means April 30, 2015, as the same may be revised by the parties.

"Sales Price" means the transfer of the Wyoming Property to Seller as consideration for the acquisition of the Cotton Parcel and the payment of the appraised value for the Lee Parcel as set forth in Article III.

ARTICLE II **OTHER DEFINITIONS**

The provisions of Article II of the Contract shall remain as set forth in the Contract, except that the following terms shall be amended to add the definitions for the Cotton Parcel and the Lee Parcel and revise the definition of Property, as follows:

"Buyer's Property" means that certain improved parcel of real property owned by Buyer located at 900 Wyoming Avenue, El Paso Texas.

“Conditions Precedent to Buyer’s Performance” means the conditions set forth in Article XII.

“Cotton Parcel” means that certain improved parcel of real property owned by the Seller located at 130 N. Cotton Street, El Paso, Texas.

“Lee Parcel” means that certain improved parcel of real property owned by the Seller located at 221 N. Lee Street, El Paso, Texas.

“Property” means all of the Land, Improvements, and Personal Property for the Cotton Parcel and the Lee Parcel, collectively.

ARTICLE III **PURCHASE AND SALE**

The provisions of Article III of the Contract shall remain as set forth in the Contract and shall not be amended.

ARTICLE IV **SALES PRICE**

The provisions of Article IV of the Contract shall remain as set forth in the Contract, except that Article IV shall be amended to revise Section 4.1 and add Sections 4.2, 4.3, and 4.4, as follows:

4.1 Payment of Sales Price. The Sales Price shall be paid at the Closing, and for the Cotton Parcel, must be paid in the form of the simultaneous closing of the conveyance of the Buyer’s Property from Buyer to Seller pursuant to the terms and conditions of a separate Contract of Sale, executed concurrently with this Agreement. It is the agreement of the parties that for the Cotton Parcel the value given by the Buyer to Seller for this Property and the consideration given by the Seller to the Buyer for the Buyer’s Property are equal. Because the size and value of the two properties are equal to each other, no monetary payment shall be made for the respective conveyances, except as set forth in this agreement. It is the intent of the parties hereto that the two conveyances between the Buyer and Seller and the covenant to provide the low-income housing described herein are adequate consideration for the conveyance of the Cotton Parcel and Wyoming Property.

4.2. Purchase Price. The purchase price for the Lee Parcel shall be EIGHT HUNDRED AND THIRTY THOUSAND DOLLARS (\$830,000.00) plus Buyer will pay all closing costs as identified in Paragraph 8.4.

4.3 Payment of Sales Price. The full amount of the purchase price for the Lee Parcel will be payable by Buyer in cash to PSB at the Closing.

4.4 Lease Back Provision. Both Buyer and Seller agree that it is an expressed condition of this Agreement that Buyer shall lease back the Property to the PSB commencing on the Closing Date and terminating for the Lee Parcel no later than July 31, 2015, and for the Cotton Parcel, no later than December 31, 2015. A lease rental fee shall not be charged, the consideration for the lease back being the cooperation of Seller, (through the PSB) with Buyer on the remediation for the Property (i.e. both parcels). As a condition of Closing, Buyer and PSB shall have executed a Lease Agreement for the Property.

ARTICLE V
EARNEST MONEY

The provisions of Article V of the Contract shall remain as set forth in the Contract and shall not be amended.

ARTICLE VI
INSPECTION PERIOD

The provisions of Article VI of the Contract shall remain as set forth in the Contract, except that Article VI shall be amended to revise Sections 6.4, 6.5 and 6.6, as follows:

6.4 Environmental Studies and Remediation. At its sole cost and pursuant to the provisions of Section 6.3, Buyer shall contract with a qualified environmental engineer to perform Phase I and Phase II environmental studies and testing within sixty (60) days of the Effective Date to confirm that the Property is in compliance with all environmental laws. Buyer shall provide the Seller with a copy of a Phase I and, if applicable, the Phase II environmental study (collectively, the "Reports"), within ten (10) Business Days of the Buyer's receipt of such Reports and promptly provide any other information requested by Seller in Buyer's possession.

As required by applicable law, Buyer shall make any necessary submissions to and provide all information to the appropriate governmental authority (the "Government") under the environmental laws. Should the Reports recommend that a site characterization, site assessment and/or remediation of the Property ("Work") be undertaken, then Buyer shall cause its contractor to prepare a remediation plan and budget (collectively the "Remediation Plan") to complete the Work. Buyer shall submit the Remediation Plan to Seller for review and approval. Seller shall provide its comments to Buyer within thirty (30) days from Buyer's receipt. If Buyer disagrees with Seller's comments to the Remediation Plan or Seller fails to provide its comments, Buyer shall have the right to terminate the Agreement and shall have no further obligations under the Agreement. If Buyer agrees with Seller's comments, Buyer shall notify Seller within ten (10) Business Days of its approval and the Remediation Plan (as revised by Seller's comments, if applicable) shall be deemed approved by Buyer and Seller ("Remediation Plan Approval"). The Seller shall be responsible for the costs of completion of the Remediation Plan in an amount not to exceed \$75,000.00 ("Seller's Costs") for the Cotton Parcel only; Buyer shall be responsible

for all costs of remediation for the Lee Parcel. Seller's Costs shall include payment of all costs associated with completion of the Work described in the Remediation Plan for the Cotton Parcel, including, but not limited to, the costs for preparation of the Remediation Plan, all applicable governmental fees and/or fines, the construction costs and any other costs incurred in connection with any cleanup, remedial, removal or restoration work contained in the Remediation Plan. As further described in Section 8.9, Seller will deposit into an escrow account an amount equal to the Seller's Costs. Buyer and Seller will agree to the Remediation Plan schedule and the Buyer will direct the progress of the Remediation Plan, in consultation with the Seller (who shall coordinate with the PSB).

Either party shall have the right to terminate this Agreement if the remediation Budget for the Cotton Parcel exceeds \$75,000; in such event, the provisions of Section 6.1 shall apply.

6.5 Entitlements Applicable to Property. During the Inspection Period, as the same may be extended, in addition to any inspections of the Property as described above, Buyer shall have the right, in its sole discretion, to obtain any Entitlements and/or to satisfy any requirements necessary to allow the Property to be used for Buyer's intended use. Seller and Buyer agree that, the Seller, at its sole cost, will apply for and obtain, in a form acceptable to Buyer: (a) the transfer of vested development rights of Buyer attributable to its property located at 900 Wyoming Avenue, El Paso, Texas to the Property, in cooperation with Buyer; and (b) the determination of whether on-site ponding is required. Seller and Buyer agree to fully cooperate and to reasonably assist each other in obtaining any Entitlements and/or to satisfy any requirements necessary to allow the Property to be used for Buyer's intended use provided that Seller shall not be required to incur any expense to third parties, except as set forth herein.

6.6 Entitlement Extension. If Buyer has not obtained all Entitlements during the Inspection Period or Seller has not completed its obligations as set forth in Section 6.5, Buyer shall have the right to extend the Inspection Period for up to an additional sixty (60) days. Buyer shall notify Seller in writing prior to expiration of the Inspection Period of its intent to extend the Inspection Period ("Extension Notice"). The Inspection Period shall be automatically extended upon delivery of the Extension Notice and Closing shall also be automatically extended upon delivery of the Extension Notice and the Closing shall also be automatically extended by an equal number of days.

ARTICLE VII

SURVEY, TITLE BINDER AND OTHER DOCUMENTS

The provisions of Article VII of the Contract shall remain as set forth in the Contract, except that Article VII shall be amended to revise Sections 7.1, 7.2 and 7.3, to read as follows:

7.1 Survey. Within thirty (30) days after the Effective Date, Seller shall provide Buyer a current survey of the Property. The cost of the survey for the Cotton Parcel shall be paid by the Seller and the cost of the survey for the Lee Parcel shall be paid by the Buyer. The Survey shall be prepared and certified by a registered Texas land surveyor or registered Texas professional engineer acceptable to Buyer and the Title Company. The Survey shall: be staked

on the ground; show the location of all improvements, highways, streets, railroads, easements (identified by reference to recording information) and rights-of-way on or adjacent to the Property; set forth the number of acres and the number of square feet comprising the Property together with a metes and bounds description thereof and show the zoning designation. In addition to the requirements imposed above, the Survey will be an ALTA/ACSM Land Title Survey certified to Buyer, the Title Company and Buyer's lender (if any), and shall include the following Table A Additions (1, 2, 3, 4, 6, 7 (a) (b) (1) and (2) and (c), 8, 9, 10, 11(b), 13, 14, 15, 16, 17 and 18). Upon approval or deemed approval of the Survey under Section 7.3, the metes and bounds description of the Property contained in the Survey, will be used for purposes of describing the Property in the Deed.

7.2 Title Binder. Within fifteen (15) Business Days after the Effective Date, Seller will deliver or cause to be delivered to Buyer a Title Binder. The costs of the Title Binder for the Cotton Parcel shall be paid by the Seller and the costs of the Title Binder for the Lee Parcel shall be paid by the Buyer. In addition, the Title Binder will include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The parties further instruct the Title Company that Schedule B of the Title Policy to be issued at the Closing must comply with the following requirements: (a) the exception for restrictive covenants must be annotated "none of record" or, if applicable, "none of record except...(restrictions listed)"; (b) the exceptions for taxes must reflect only the current year; (c) no exceptions shall be permitted for "visible and apparent easements" or words to that effect; (d) no exception shall be permitted for "rights of parties in possession"; (e) the "survey deletion" shall be deleted except for shortages in area, at Buyer's option and at Buyer's expense; and (f) at Buyer's election, be accompanied by a T-19.1 Endorsement (Restrictions, Encroachments, Minerals Endorsement) at the expense of Buyer.

In addition, the parties further agree that the Title Policy shall further provide: (g) all ground water, and water rights shall be reserved to the City of El Paso and will be subject to all easements, restrictions, reservations, rights of way, dedications and other encumbrances of record apparent upon the property, provided however that Seller shall waive any right of ingress and egress to the surface of the Property for the purpose of exploring, drilling, development or producing water or drainage of surface water onto the Property; and (h) a restrictive covenant that the Buyer, its successors or assigns, will not for a period of seventy-five (75) years 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 City of El Paso.

7.3 Buyer's Approval of Title and Survey. Buyer shall have ten (10) days from the Buyer's receipt of the Title Binder and Survey to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or the Survey ("Buyer's Objection Letter"). In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer and within five (5) Business Days, Seller will provide written notice of Seller's intention to satisfy none, some or all of Buyer's objections. If Buyer fails to deliver a written notice of objections to Seller within the Inspection Period, Buyer shall be deemed to have accepted such items shown on Schedule B of the Title Binder in their current form. If Buyer delivers Seller written notice of objections within the Inspection Period, Buyer may terminate this Agreement,

unless Seller cures such objections prior the expiration of the Inspection Period, to the satisfaction of Buyer. Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Mandatory Liens at or before the Closing. The Mandatory Liens will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

ARTICLE VIII **CLOSING**

The provisions of Article VIII of the Contract shall remain as set forth in the Contract, except that Article VIII shall be amended to revise Sections 8.1, 8.3, 8.4 and 8.9, to read as follows:

8.1 Closing Date. The Closing shall take place on the Closing Date, as otherwise extended, at the offices of Title Company unless otherwise agreed by Seller and Buyer. Notwithstanding the forgoing, Seller and Buyer agree that neither party is required to be physically present at the office of Title Company for the Closing to occur unless required by Title Company; provided each party must satisfy delivery of required documents and funds to the Title Company. Possession of the Cotton Parcel and the Lee Parcel will not be delivered until after termination of the Lease Back Provision specified in Section 4.4. Buyer shall deliver possession of the Wyoming Property at Closing.

8.3 Buyer's Obligations. At Closing, Buyer shall perform, at Buyer sole cost and expense, and deliver in escrow to Title Company in accordance with this Agreement, duly executed and, where applicable, acknowledged, the following:

(a) Pay the Sales Price for the Cotton Parcel and the purchase price for the Lee Parcel as specified in Article IV;

(b) Furnish evidence of Buyer's capacity and authority for the Closing of this transaction;

(c) Deliver or cause to be delivered a Special Warranty Deed conveying title to the Buyer's Property, substantially in the form of **Exhibit B**, and a Bill of Sale in substantially the form of **Exhibit C**, for concurrent conveyance to Seller, pursuant to the terms and conditions of the executed contract for the Buyer's Property.

(d) Deliver or cause to be delivered an executed Lease Agreement between Buyer and the PSB.

(e) Execute all other necessary documents reasonably required by the Title Company to close this transaction in accordance with this Agreement.

8.4 Closing Costs.

(a) Unless otherwise provided herein or already paid outside of Closing, at Closing Seller agrees to pay the following costs:

- (1) the total costs of the base Title Policy for the Cotton Parcel (excluding the Buyer costs described in Section 8.4(b)(6));
- (2) the total cost of the Survey for the Cotton Parcel;
- (3) Deed and Bill of Sale preparation;
- (4) tax certificates; and
- (5) one-half of the escrow fees charged by the Title Company for both the Cotton Parcel (by City) and the Lee Parcel (by PSB).

(b) Buyer agrees to pay:

- (1) the total cost of the base Title Policy for the Lee Parcel (excluding the Buyer costs described in Section 8.4(b)(6));
- (2) the total cost of the Survey for the Lee Parcel;
- (3) the appraisal cost for the Lee Parcel, to be paid directly to the PSB
- (4) fees, charges and expenses imposed by Buyer's lender;
- (5) one-half of the escrow fee charged by the Title Company for both the Cotton Parcel and the Lee Parcel;
- (6) recording fees for the Deed(s);
- (7) costs related to additional due diligence studies ordered by Buyer; and
- (8) any endorsements or extended coverage to the Title Policy which Buyer or Buyer's lender, if any, may require.

All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among Buyer and Seller as is customary in El Paso County, Texas. Except as provided in Section 15.3, each party shall pay its own attorney's fees.

8.9 Environmental Escrow Fund. The parties agree that Seller's Costs for the Cotton Parcel only (established pursuant to Section 6.4) shall be deposited into an Escrow Account with the Title Company within fifteen (15) days of the Remediation Plan Approval. The Title Company shall release the funds to Buyer as set forth in the Escrow Agreement attached as **Exhibit "E"**, which shall be executed by the parties prior to the Seller's deposit of funds.

ARTICLE IX CASUALTY LOSS

The provisions of Article IX of the Contract shall remain as set forth in the Contract and shall not be amended.

ARTICLE X
CONDEMNATION

The provisions of Article X of the Contract shall remain as set forth in the Contract and shall not be amended.

ARTICLE XI
WARRANTIES, REPRESENTATIONS AND COVENANTS

The provisions of Article XI of the Contract shall remain as set forth in the Contract, except that Article XI shall be amended to revise Section 11.1(e) and (j) through (k) to read as follows:

11.1 Seller Representations and Warranties. Seller represents and warrants to Buyer as of the Effective Date and the Closing Date, that:

(e) Leases. Except for the Lease between the Buyer and PSB, there are no existing Leases.

(j) Zoning. There are no zoning, building or other violations or any action, suit or proceeding pending or threatened against or affecting the Property in any court or before or by any Federal, State, County or Municipal department, commission board, bureau or agency or other governmental instrumentality.

(k) Utilities. The Property is currently served by water, sewer, electric, gas, telephone and cable television utilities available at the boundary line of the Property.

(l) Access. The Property has current legal and actual access directly to a publicly dedicated right of way that has been accepted for maintenance by the City of El Paso, State of Texas.

(m) Unrecorded Agreements. There are no unrecorded agreements or restrictions affecting the Property.

(n) Taxes. The Property is not subject to any exemption or dedication that would, upon the change in ownership, change in use, or passage of time, give rise to any roll back taxes, special assessments or additional assessments.

(o) Assessments. The Property is not subject to any special assessments or special assessment district nor are there any facts or circumstances which could give rise to any pending liens or special assessments against any of the Property by any governmental authority, district or association.

(p) Parties in Possession. Except for the lease between the Buyer and PSB, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

(q) Future Obligations. All obligations of Seller arising from the ownership and operation of the Property, including, but not limited to, salaries, taxes, leasing commissions and the like, have been paid as they became due or will be paid at or prior to Closing. Except for obligations for which provisions are made herein for assumption by Buyer, proration or other adjustment at Closing, there will be no obligations of Seller with respect to the Property outstanding as of Closing which could give rise to a Claim against or lien on the Property.

(r) Creditors. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or the Property.

(s) Title. Seller is the fee simple owner of the title to the Land and has good and marketable title to any of the Personal Property.

(t) Environmental Laws. At the Closing, the Property is not being used for the storage or disposal of any hazardous or toxic materials in violation of applicable laws and the Property is otherwise in compliance with applicable environmental laws.

(u) Restrictive Covenants. Seller is not in violation of any restrictive covenants, deed restrictions, covenants, obligations or governmental requirements with respect to the Property.

(v) Notice of Proceedings. Seller has not received, with respect to the land adjacent to the Property, any written notice from any governmental agency of any proceedings that could or would cause the change, redefinition, or other modification of the zoning classification, or of other legal requirements, applicable to the Property or adjacent property, or of any condemnation proceedings or proceedings to widen or realign any street or highway adjacent to the Property.

(w) Vested Rights for 900 Wyoming. As evidenced in the attached correspondence dated November 10, 2014 from the Lead Planner, Subdivisions of the City of El Paso's Planning and Inspections Department, attached hereto as **Exhibit "F"**, the Buyer's Property is vested for use as transitional housing and related uses (as the term "transitional housing" is defined in Chapter 20 of the Municipal Code prior to September 9, 2014), including but not limited to include vocational training, restaurant, hospice services, youth transitional and permanent housing, provision of emergency or temporary shelter and elderly and disabled permanent housing (collectively, the "Project") and further that on the Effective Date and as of Closing, the execution of this Contract of Sale for the Property and the closing for the exchange of the Buyer's Property for this Property shall constitute progress toward completion of the Project as described in Exhibit F.

The terms of Section 11.1 shall survive Closing, expiration or termination of this Agreement.

ARTICLE XII
CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

The provisions of Article XII of the Contract shall remain as set forth in the Contract, except that Article XII shall be amended to revise Section 12.1(i) to read as follows:

12.1 Conditions Precedent for Buyer's Benefit.

(i) Environmental. The remediation of the environmental conditions of the Property pursuant to the Remediation Plan, as more particularly described in Section 6.4, and all escrowed funds for the Remediation Costs shall be disbursed pursuant to Section 8.9 and the Escrow Agreement.

ARTICLE XIII
CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

The provisions of Article XIII of the Contract shall remain as set forth in the Contract and shall not be amended.

ARTICLE XIV
DEFAULT

The provisions of Article XIV of the Contract shall be amended to add Section 14.3 and revise Section 14.4, as follows:

14.3 Cross Default. Any default by either party under this Contract shall be deemed a default under the separate Contract for the Buyer's Property.

14.4 Attorney's Fees. Any signatory to this Agreement who is the prevailing party against any other signatory in any legal proceeding brought under or with relation to this Agreement or sale transaction shall be additionally entitled to recover from the non-prevailing party court costs, reasonable attorneys' fees, and all other litigation expenses, including deposition, travel, and expert witness costs and fees.

ARTICLE XV
NOTICES

The provisions of Article XV of the Contract shall remain as set forth in the Contract, except that Article XV shall be amended to add parties that are entitled to receive notice, as follows:

Seller:	City Manager City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890	Copy: City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
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Copy: City of El Paso
Real Estate Manager
Economic & International
Development Dept
P.O. Box 1890
El Paso, Texas 79950-1890

Copy: El Paso Water Utilities
Real Estate Manager and
Counsel
1154 Hawkins Blvd.
El Paso, Texas 79925

Copy: El Paso Water Utilities
John Balliew, President/CEO
1154 Hawkins Blvd.
El Paso, Texas 79925

Buyer: Rescue Mission of El Paso, Inc.
Attn: Blake W. Barrow, CEO
1949 W. Paisano
El Paso, TX 79922

Copy to: Gordon Davis Johnson & Shane PC
Attn: Charlie McNabb
4695 N. Mesa
El Paso, Texas 79912

ARTICLE XVI
MISCELLANEOUS

The provisions of Article XVI of the Contract shall remain as set forth in the Contract and shall not be amended.

EXHIBITS

The Exhibits to the Contract shall remain as set forth in the Contract, except that **Exhibit "A"** shall be deleted in its entirety and instead **Exhibit "A-1"** and **Exhibit "A-2"** and **Exhibit "A-3"** shall be added, all as attached hereto and incorporated into the Contract.

EXCEPT AS SET FORTH IN THIS FIRST AMENDMENT, THE TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

(Signatures on following page)

This Agreement may be executed in multiple counterparts, each of which has the full force and effect as an original.

EXECUTED by Seller on this the ___ day of _____, 2015.

SELLER:

CITY OF EL PASO

Tomás González
City Manager

Approved as to Content:

Kurt Fenstermacher
City Manager Assistant II

Approved as to Legal Form:

Bertha A. Ontiveros
Senior Assistant City Attorney

EL PASO WATER UTILITIES

Approved as to Content:

John Balliew, President/CEO

Approved as to Form and Content:

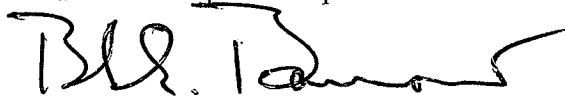
Lupe Cuellar, Real Estate Manager and
Counsel

SIGNATURES CONTINUE ON FOLLOWING PAGE

EXECUTED by Buyer on this the 15th day of April, 2015.

BUYER:

RESCUE MISSION OF EL PASO, INC.
a Texas nonprofit corporation

A handwritten signature in black ink, appearing to read "Blake Barrow", written over a horizontal line.

Blake Barrow, Executive Director

EXHIBIT "A-1"

COTTON PARCEL

LOTS 1 THROUGH 18 (INCLUSIVE) AND A PORTION OF LOTS 19 THROUGH 21 (INCLUSIVE), ALL OF LOTS 56 THROUGH 71 (INCLUSIVE) AND A PORTION OF LOTS 52 THROUGH 55 (INCLUSIVE), BLOCK 71, COTTON ADDITION, AN ADDITION TO THE CITY OF EL PASO, WHICH PROPERTY IS COMMONLY KNOWN AS 130 N. COTTON STREET.

EXHIBIT "A-2"

EXECUTED CONTRACT OF SALE

14-1033-113/ First Amendment COS- Cotton and Lee property
388470.3/Bertha A. Ontiveros

{2515.172/CMCN/06406146.2}

CONTRACT OF SALE

between

CITY OF EL PASO

SELLER

AND

RESCUE MISSION OF EL PASO, INC.

BUYER

FOR

**130 N. Cotton Street,
El Paso, Texas**

CONTRACT OF SALE

This Contract of Sale (the *Contract*) is made and entered into as of the Effective Date by and between **CITY OF EL PASO, TEXAS** (*Seller*) and **RESCUE MISSION OF EL PASO, INC.**, a Texas nonprofit corporation (*Buyer*).

RECITALS

A. Seller is the owner of an improved parcel of real property located at 130 Cotton Street in the City of El Paso, El Paso County, Texas, as more particularly described in Section 1.1 and Exhibit "A" attached hereto, made a part hereof for all purposes (collectively, the "Property").

B. The El Paso Water Utilities – Public Service Board ("PSB") has occupied the Property since 1985, and on November 12, 2014, the PSB's motion states that the property generally located at 130 Cotton Street is declared to be inexpedient to the Water and Wastewater System and authorized its President/CEO to take whatever action is needed to transfer said land to the City of El Paso pursuant to land transfer agreement between the City and the PSB, provided that the PSB shall not be required to relocate from the land until twelve months after the date the El Paso City Council makes a final determination to acquire the land.

C. Seller has agreed to convey the Property to Buyer pursuant to Texas Local Government Code Section 272.001(g) for the development, renovation, construction, operation, management and use of the Property to provide temporary, interim, transitional, or permanent housing to low-income persons and families and related services to alleviate the effect and assist in the elimination of hunger, displacement and homelessness.

D. Seller has found that the proposed use of the Property will serve a municipal public purpose since Buyer will provide temporary shelter, interim, transitional or permanent housing, food and other related services to homeless persons and families (including, but not limited to, the operation of any related businesses regularly carried substantially related to furthering the charitable tax-exempt purpose of the Rescue Mission through its education, job training and other charitable activities) in order to alleviate and eliminate the cause of homelessness for the benefit of the homeless residents and all citizens within the City of El Paso.

E. Pursuant to Local Government Code Section 272.001(g), the Seller may convey the Property without complying with the notice and bidding requirements of Section 272.001(a) or other law.

F. On January 5, 2015, the City of El Paso approved the acceptance of the Property from the PSB inventory and required that the PSB vacate the property on or about October 31, 2015.

G. The Seller and Buyer have agreed that the consideration for the conveyance of this Property will be the Buyer's simultaneous conveyance to the Seller of that certain improved parcel of real property owned by Buyer located at 900 Wyoming Avenue, El Paso Texas, under terms set forth herein (the "Buyer's Property").

H. Seller and Buyer agree that this sale of the Property is related to and contingent upon the simultaneous conveyance of the Buyer's Property from Buyer to Seller pursuant to a separate Contract of Sale, executed concurrently with this Agreement.

NOW THEREFORE, in consideration of the covenants, conditions and provisions set forth herein, the parties hereto agree as follows:

ARTICLE I
KEY TERMS AND PROVISIONS

ADDITIONAL PARTIES:

"Title Company" means Stewart Title Company, whose address is 451 N. Mesa Street, El Paso, Texas 79901, Attn: Ron Rush; Telephone No.: (915) 225-8210 or (915) 238-8290; Facsimile: (915) 225-8290, email ron.rush@stewart.com.

DATES:

"Closing Date" means November 30, 2015, as the same may be revised by the parties.

"Effective Date" means the date this Agreement, is receipted by the Title Company for the deposit of the executed Contract of Sale for this Property and 900 Wyoming on the space provided for in this Agreement.

"Inspection Period" means the period beginning on the Effective Date and ending on the Closing Date, as the same may be revised pursuant to the terms of this Agreement.

FINANCIAL TERMS:

"Independent Consideration" means the Initial Earnest Money in the amount of One Hundred and No/100 Dollars (\$100.00) which amount the parties have bargained for and agreed to as consideration for Seller's grant to Buyer of Buyer's exclusive right to purchase the Property pursuant to the terms hereof and for Seller's execution of this Agreement.

"Initial Earnest Money" means the sum of One Hundred and No/100th Dollars (\$100.00).

"Sales Price" means the transfer of the Wyoming Property to Seller as consideration for the acquisition of the Property as set forth in Article III.

ARTICLE II
OTHER DEFINITIONS

"Bill of Sale" means a duly executed Bill of Sale in the form of Exhibit "C" attached hereto.

"Business Day" means Monday through Friday, that is not a Legal Holiday.

"Buyer Parties" means Buyer and Buyer's contractors, employees, agents and representatives.

"Claims" means any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees whether suit is instituted or not) whether known or unknown, liquidated or contingent.

"Closing" means the date for the closing of the sale and delivery of the closing documents as applicable and release of the Sales Price to Seller by the simultaneous closing for the conveyance of Buyer's Property to Seller.

"Condemnation" means a fee simple taking or a limitation or denial of use, temporary or permanent, by a body having the power of eminent domain.

"Conditions Precedent to Buyer's Performance" means the conditions set forth in Article XIII.

"Cost of Repair" means the cost of repairing damage to Improvements as estimated by Seller's insurance carrier.

"Deed" means a duly executed and acknowledged Special Warranty Deed in the form of Exhibit "B" attached hereto.

"Due Diligence Information" means the information called for in Section 7.6, together with the Title Binder and Survey.

"Earnest Money Deposit" means the Initial Earnest Money, along with any interest earned on the Initial Earnest Money, as the parties may agree.

"Entitlements" means, to the extent applicable, any rezoning, variance, subdivision and/or site plan approval, infrastructure or utility district, incentives (including, but not limited to, the Approvals, consents, release, amendments, approval for off-site and infrastructure improvements, tax abatement, tax increment financing, and any other similar approval, land use entitlement, transfer of vested development rights, requirement or assurance that Buyer, in its sole discretion, deems necessary or desirable for the Property to be used for Buyer's intended use.

"Federal Tax Law" means the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act as amended.

"Foreign Person" means a person as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act as amended.

"Go Forward Notice" means written notice to Seller that Buyer elects to proceed to Closing, subject to satisfaction of Seller's obligations under this Agreement, including, but limited to the Conditions Precedent to Buyer's Performance.

"Improvements" means all improvements, structures and fixtures placed, constructed, or installed on the Land.

"Information" means all documents in any way relating to the Property, the operation thereof or the sale thereof, including, without limitation, materials ordered or produced by Seller or Seller Parties, or Buyer or Buyer Parties, in relation to the Property along with Due Diligence Information furnished to, or otherwise made available for review by Buyer or any Buyer Parties, or by Seller or any Seller Parties.

"Intangible Property" means: (i) warranties and guaranties relating to the Land, Improvements, or Personal Property; (ii) site plans, surveys, plans and specifications, brochures and floor plans of the Land and Improvements, if in Seller's possession or control; (iii) business licenses, governmental permits, Entitlements, logos, trademarks, service marks, and goodwill associated therewith, relating to the Land, Improvements or Personal Property or the operation or development of the same.

"Land" means fee simple title in the real property being more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference, together with all rights and appurtenances, pertaining to such real property, including, without limitation, any and all adjacent roads, alleys, easements, streets, docks, ways, strips and gores.

"Legal Holiday" means a Saturday, Sunday or a date in which the Federal, State or local government is not open for business.

"Mandatory Liens" means (i) all deeds of trust that Seller or its predecessors has or have granted and that are recorded against the Property; (ii) easements, restrictions, liens, encumbrances or other instruments related to the Property created or recorded after the Effective Date; (iii) mechanics', materialmans' and other similar statutory liens arising from work performed or materials supplied in connection with the Property unless arising out of the acts of Buyer or Buyer Parties; or (iv) any other lien of a definite or ascertainable amount which may be removed by the payment of money.

"Permitted Exceptions" means the exceptions shown on the Title Binder that Buyer either approves or is deemed to have approved pursuant to this Section 7.3.

"Personal Property" means the (i) all furnishings, furniture, appliances, equipment, machinery and other personal property owned by Seller and located on or used in connection with the ownership, maintenance or operation of the Land or the Improvements; and/or (ii) fixtures comprising part of the Land or Improvements, located in or on the Land or Improvements and/or used in connection with the operation or development of the Land and Improvements.

"Property" means all of the Land, Improvements, and Personal Property.

"Representations" means representations, warranties, covenants and certifications.

"Seller Parties" means Seller and/or any agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, lender, servant shareholder, trustee or other person or entity acting on Seller's behalf or otherwise related or affiliated with Seller.

"Survey" means a current survey of the land in the form required by Section 7.1.

"Surviving Obligations" means the obligations and rights that by their terms expressly survive Closing or termination of this Agreement.

"Title Binder" means a title commitment covering the Land, binding the Title Company to issue the Title Policy in the full amount of the Sales Price at the Closing.

"Title Policy" means a Texas Owner's Policy of Title Insurance on the standard form of policy prescribed by the Texas State Board of Insurance in the full amount of the Sales Price; including good and indefeasible title to the Property vested in Buyer, subject only to the Permitted Exceptions.

ARTICLE III **PURCHASE AND SALE**

3.1 Sale of Property. Upon the terms and conditions hereinafter set forth, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy the Property from Seller.

3.2 "AS IS, WHERE IS" SALE. 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 EXCEPT FOR THE WARRANTY OF TITLE AND REPRESENTATIONS AND OBLIGATIONS SET FORTH IN THIS CONTRACT, THE BUYER ACCEPTS THE PROPERTY AS IS WHERE IS, AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER 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 AS OF THE CLOSING DATE; (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 APPLICABLE LAWS, RULES, ORDINANCE OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY (EXCEPT WITH REGARD TO THE ENVIRONMENTAL AND ENTITLEMENTS CONDITIONS AS SET FORTH IN SECTION 6.4 AND 6.5 HEREIN); (D) THE HABITABILITY, MERCHANTABILITY, 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 BY THE SELLER. 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 SELLER 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 SELLER 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 (EXCEPT AS SET FORTH IN SECTION 11.1 HEREIN) 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 SELLER AND PURCHASED BY THE BUYER SUBJECT TO THE FOREGOING.

ARTICLE IV
SALES PRICE

4.1 Payment of Sales Price. The Sales Price shall be paid at the Closing and must be paid in the form of the simultaneous closing of the conveyance of the Buyer's Property from Buyer to Seller pursuant to the terms and conditions of a separate Contract of Sale, executed concurrently with this Agreement. It is the agreement of the parties that the value given by the Buyer to Seller for this Property and the consideration given by the Seller to the Buyer for the Buyer's Property are equal. Because the size and value of the two properties are equal to each other, no monetary payment shall be made for the respective conveyances, except as set forth in this agreement. It is the intent of the parties hereto that the two conveyances between the Buyer and Seller and the covenant to provide the low-income housing described herein are adequate consideration for each conveyance.

ARTICLE V
EARNEST MONEY

5.1 Initial Earnest Money. Buyer shall deposit the Initial Earnest Money with Title Company, within five (5) Business Days after the Effective Date.

5.2 Earnest Money Deposit. The parties agree that the Initial Earnest Money shall not be deposited by Title Company in an interest bearing account at an institution acceptable to Seller and Buyer, unless the Buyer and Seller otherwise agree in writing.

ARTICLE VI
INSPECTION PERIOD

6.1 Property Condition Investigation. During the Inspection Period, Buyer may inspect the Property and determine whether the Property is suitable for Buyer's needs in Buyer's sole discretion. If Buyer elects not to proceed to Closing, Buyer shall deliver to Seller the Termination Notice on or before the expiration of the Inspection Period. If Buyer timely delivers to Seller the Termination Notice, this Agreement shall be deemed terminated without further notice, instruction or delay, the Earnest Money Deposit, less the Independent Consideration, shall be refunded to Buyer, no broker's commission shall be due and the parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to deliver the Termination Notice to Seller before the end of the Inspection Period, Buyer is deemed to have waived its right to terminate this Agreement under this Section 6.1 and the parties shall proceed to Closing.

6.2 Independent Consideration. Upon deposit, the Independent Consideration will be earned by Seller and will be non-refundable under any circumstances. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement. The Independent Consideration shall be credited against the Buyer's closing costs if the Closing occurs.

6.3 Access. During the Inspection Period, Buyer and Buyer Parties will have the right to inspect the physical condition of the Property and make such engineering, environmental (including a Phase II) and other studies of the Property as Buyer may elect, including, but not limited to, physical examinations, studies, appraisals, inspections, engineering, environmental and insurance underwriting tests and investigations ("Buyer's Investigations"). Seller shall reasonable cooperate with Buyer in making the Property reasonably available for Buyer's Inspections. Buyer may also reinspect the Property prior to Closing to verify that the Property has remained in similar physical shape, ordinary wear and tear excepted, as the Property was during the Inspection Period. Except as set forth herein, all inspection fees, engineering fees and other costs and expenses of any kind incurred by Buyer relating to such inspections and its other due diligence shall be at the sole cost and expense of Buyer. Buyer agrees to be responsible and liable for any Claims, including mechanic's and materialmen's liens and reasonable attorneys' fees incurred by Seller, caused or arising out of or in connection with Buyer's Inspections of the Land and/or Improvements. Buyer shall require its representatives,

agents, consultants and contractors ("Buyer Representatives") entering upon the Property for any purpose to obtain and maintain during in the Inspection Period general liability insurance in an amount not less than \$500,000.00 and property damage insurance in an amount not less than \$500,000.00, with an insurance carrier which is licensed in the State of Texas and is reasonably acceptable to Seller. The provisions of this Section shall survive the Closing or the earlier termination of this Contract. If Buyer elects to terminate this Contract in accordance with the terms hereof, Buyer shall provide Seller with copies of all documents, tests and reports generated from Buyer's Inspection within five (5) Business Days following the date of Buyer's termination.

6.4 Environmental Studies and Remediation. At its sole cost and pursuant to the provisions of Section 6.3, Buyer shall contract with a qualified environmental engineer to perform Phase I and Phase II environmental studies and testing within sixty (60) days of the Effective Date to confirm that the Property is in compliance with all environmental laws. Buyer shall provide the Seller with a copy of a Phase I and, if applicable, the Phase II environmental study (collectively, the "Reports"), within ten (10) Business Days of the Buyer's receipt of such Reports and promptly provide any other information requested by Seller in Buyer's possession.

As required by applicable law, Buyer shall make any necessary submissions to, provide all information to the appropriate governmental authority (the "Government") under the environmental laws. Should the Reports recommend that a site characterization, site assessment and/or remediation of the Property ("Work") be undertaken, then Buyer shall cause its contractor to prepare a remediation plan and budget (collectively the "Remediation Plan") to complete the Work. Buyer shall submit the Remediation Plan to Seller for review and approval. Seller shall provide its comments to Buyer within thirty (30) days from Buyer's receipt. If Buyer disagrees with Seller's comments to the Remediation Plan or Seller fails to provide its comments, Buyer shall have the right to terminate the Agreement and shall have no further obligations under the Agreement. If Buyer agrees with Seller's comments, Buyer shall notify Seller within ten (10) Business Days of its approval and the Remediation Plan (as revised by Seller's comments, if applicable) shall be deemed approved by Buyer and Seller ("Remediation Plan Approval"). The Seller shall be responsible for the costs of completion of the Remediation Plan in an amount not to exceed \$75,000.00 ("Seller's Costs"). Seller's Costs shall include payment of all costs associated with completion of the Work described in the Remediation Plan, including, but not limited to, the costs for preparation of the Remediation Plan, all applicable governmental fees and/or fines, the construction costs and any other costs incurred in connection with any cleanup, remedial, removal or restoration work contained in the Remediation Plan. As further described in Section 8.9, Seller will deposit into an escrow account an amount equal to the Seller's Costs. Buyer and Seller will agree to the Remediation Plan schedule and the Buyer will direct the progress of the Remediation Plan, in consultation with the Seller (who shall coordinate with the PSB) until the Closing Date.

Either party shall have the right to terminate this Agreement if the remediation schedule exceeds the Inspection Period and the time to complete the remediation will materially delay the Closing or if the Budget exceeds \$75,000; in such event, the provisions of Section 6.1 shall apply.

6.5 Entitlements Applicable to Property. During the Inspection Period, as the same may be extended, in addition to any inspections of the Property as described above, Buyer shall have the right, in its sole discretion, to obtain any Entitlements and/or to satisfy any requirements necessary to allow the Property to be used for Buyer's intended use. Seller and Buyer agree that, the Seller, at its sole cost, will apply for and obtain, in a form acceptable to Buyer: (a) the rezoning of the Property from M-1 to C-4; (b) a subdivision plat of the Property or alternatively a platting determination letter from the City of El Paso Planning and Inspections Department, in a form acceptable to Buyer, confirming that a plat is not required; (c) the transfer of vested development rights of Buyer attributable to its property located at 900 Wyoming Avenue, El Paso, Texas to 130 N. Cotton Street, in cooperation with Buyer; and (d) the determination of whether on-site ponding is required. Seller and Buyer agree to fully cooperate and to reasonably assist each other in obtaining any Entitlements and/or to satisfy any requirements necessary to allow the Property to be used for Buyer's intended use provided that Seller shall not be required to incur any expense to third parties, except as set forth herein.

6.6 Entitlement Extension. If Buyer has not obtained all Entitlements during the Inspection Period or Seller has not completed its obligations as set forth in Section 6.5, Buyer shall have the right to extend the Inspection Period for an additional sixty (60) days. Buyer shall notify Seller in writing prior to expiration of the Inspection Period of its intent to extend the Inspection Period ("Extension Notice"). The Inspection Period shall be automatically extended upon delivery of the Extension Notice.

ARTICLE VII

SURVEY, TITLE BINDER AND OTHER DOCUMENTS

7.1 Survey. Within sixty (60) days after the Effective Date, Seller, at Seller's expense, shall provide Buyer a current survey of the Property. The Survey shall be prepared and certified by a registered Texas land surveyor or registered Texas professional engineer acceptable to Buyer and the Title Company. The Survey shall: be staked on the ground; show the location of all improvements, highways, streets, railroads, easements (identified by reference to recording information) and rights-of-way on or adjacent to the Property; set forth the number of acres and the number of square feet comprising the Property together with a metes and bounds description thereof and show the zoning designation. In addition to the requirements imposed above, the Survey will be an ALTA/ACSM Land Title Survey certified to Buyer, the Title Company and Buyer's lender (if any), and shall include the following Table A Additions (1, 2, 3, 4, 6, 7 (a) (b) (1) and (2) and (c), 8, 9, 10, 11(b), 13, 14, 15, 16, 17 and 18). Upon approval or deemed approval of the Survey under Section 7.3, the metes and bounds description of the Property contained in the Survey, will be used for purposes of describing the Property in the Deed.

7.2 Title Binder. Within fifteen (15) Business Days after the Effective Date, Seller will, at Seller's expense, deliver or cause to be delivered to Buyer a Title Binder. In addition, the Title Binder will include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The parties further instruct the Title Company that Schedule B of the Title Policy to be issued at the Closing must comply with the following requirements: (a) the

exception for restrictive covenants must be annotated "none of record" or, if applicable, "none of record except...(restrictions listed)"; (b) the exceptions for taxes must reflect only the current year; (c) no exceptions shall be permitted for "visible and apparent easements" or words to that effect; (d) no exception shall be permitted for "rights of parties in possession"; (e) the "survey deletion" shall be deleted except for shortages in area, at Buyer's option and at Buyer's expense; and (f) at Buyer's election, be accompanied by a T-19.1 Endorsement (Restrictions, Encroachments, Minerals Endorsement) at the expense of Buyer.

In addition, the parties further agree that the Title Policy shall further provide: (g) all ground water, and water rights shall be reserved to the City of El Paso and will be subject to all easements, restrictions, reservations, rights of way, dedications and other encumbrances of record apparent upon the property, provided however that Seller shall waive any right of ingress and egress to the surface of the Property for the purpose of exploring, drilling, development or producing water or drainage of surface water onto the Property; and (h) a restrictive covenant that the Buyer, its successors or assigns, will not for a period of seventy-five (75) years 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 City of El Paso.

7.3 Buyer's Approval of Title and Survey. Buyer shall have sixty (60) days from the Buyer's receipt of the Title Binder and Survey to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or the Survey ("Buyer's Objection Letter"). In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer and within fifteen (15) Business Days, Seller will provide written notice of Seller's intention to satisfy none, some or all of Buyer's objections. If Buyer fails to deliver a written notice of objections to Seller within the Inspection Period, Buyer shall be deemed to have accepted such items shown on Schedule B of the Title Binder in their current form. If Buyer delivers Seller written notice of objections within the Inspection Period, Buyer may terminate this Agreement, unless Seller cures such objections prior the expiration of the Inspection Period, to the satisfaction of Buyer. Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Mandatory Liens at or before the Closing. The Mandatory Liens will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

ARTICLE VIII **CLOSING**

8.1 Closing Date. The Closing shall take place on the Closing Date, as otherwise extended, at the offices of Title Company unless otherwise agreed by Seller and Buyer. Notwithstanding the forgoing, Seller and Buyer agree that neither party is required to be physically present at the office of Title Company for the Closing to occur unless required by Title Company; provided each party must satisfy delivery of required documents and funds to the

Title Company. Seller shall deliver possession of the Property and Buyer shall deliver possession of the Wyoming Property at Closing.

8.2 Seller's Obligations. At the Closing, Seller shall deliver in escrow to Title Company in accordance with this Agreement, duly executed and, where applicable, acknowledged:

(a) Furnish evidence of Seller's capacity and authority for the Closing of this transaction, including, but not limited to, an ordinance authorizing the sale of the Property to Buyer; and

(b) If applicable, a Certification in a form of Exhibit "D" attached hereto, duly executed by the Seller, containing the following:

The Seller's U.S. Taxpayer Identification Number; and

A statement that the Seller is not a Foreign Person within the meaning of Sections 1445 and 7701 of the IRS (i.e., the Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations)).

(c) To the extent same are in Seller's possession, originals of the Due Diligence Information;

(d) Execute all other necessary documents reasonably required by the Title Company to close this transaction in accordance with this Agreement.

8.3 Buyer's Obligations. At Closing, Buyer shall perform, at Buyer sole cost and expense, and deliver in escrow to Title Company in accordance with this Agreement, duly executed and, where applicable, acknowledged, the following:

(a) Pay the Sales Price;

(b) Furnish evidence of Buyer's capacity and authority for the Closing of this transaction;

(c) Deliver or cause to be delivered a Special Warranty Deed conveying title to the Buyer's Property, substantially in the form of Exhibit B, and a Bill of Sale in substantially the form of Exhibit C, for concurrent conveyance to Seller, pursuant to the terms and conditions of the executed contract for the Buyer's Property.

(d) Execute all other necessary documents reasonably required by the Title Company to close this transaction in accordance with this Agreement.

8.4 Closing Costs.

(a) Unless otherwise provided herein or already paid outside of Closing, at Closing Seller agrees to pay the costs for:

- (1) the base Title Policy (excluding the Buyer costs described in Section 8.4(b)(6));
- (2) the cost of the Survey;
- (3) Deed and Bill of Sale preparation;
- (4) tax certificates; and
- (5) one-half of the escrow fee charged by the Title Company.

(b) Buyer agrees to pay:

- (1) the fees, charges and expenses imposed by Buyer's lender;
- (2) one-half of the escrow fee charged by the Title Company;
- (3) recording fees for the Deed;
- (4) costs related to additional due diligence studies ordered by Buyer; and
- (5) any endorsements or extended coverage to the Title Policy which Buyer or Buyer's lender, if any, may require.

All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among Buyer and Seller as is customary in El Paso County, Texas. Except as provided in Section 15.3, each party shall pay its own attorney's fees.

8.5 Closing Prorations and Adjustments. The following items are to be prorated or adjusted (as appropriate) as of the close of business on the Closing Date, it being understood that for purposes of prorations and adjustments, Seller shall be deemed the owner of the Property on such day and Buyer shall be deemed the owner of the Property as of the day after the Closing Date:

(a) Real estate and personal property taxes and assessments. If the Closing shall occur before a real estate or personal property tax bill is delivered for the tax year in which the Closing occurs, the apportionment of taxes at the Closing that has not been billed shall be upon the basis of 105% of the tax imposed on the Property for the preceding fiscal year. The Buyer will be responsible for payment of the real property tax amount for the year of closing and the Seller will be responsible for payment of the personal property tax amounts for the year of the Closing. In the event the Land is part of a larger parcel of land, the parties will allocate the tax bill portion on a pro rata basis using the gross area within the Land and the total gross area within the land included within the same tax identification number. Any difference in ad valorem taxes actually assessed for the year of sale shall be adjusted between the parties upon receipt of written evidence of the actual assessment thereof. **SELLER WILL BE RESPONSIBLE FOR PAYMENT OF ANY ROLLBACK OR SIMILAR TAXES OR REASSESSMENTS INCURRED DUE TO THE TRANSFER OF THE PROPERTY OR CHANGE IN USAGE OF THE PROPERTY.**

(b) Water, electric, telephone and all other utility and fuel charges, and fuel on hand (at

cost plus sales tax) (to the extent possible, utility proration will be handled by meter readings on the day immediately preceding the Closing Date) with all deposits held by utility companies being credited to Seller on the Closing Statement or paid to Seller immediately after Closing.

(c) Other income and expenses related to the operation of the Property;

8.6 Tax Protest and Assessment. Seller will provide Buyer copies of any information related to taxes on the Property upon receipt.

8.7 Post Closing Adjustment. If any of the items described in Section 8.6 cannot be apportioned at the Closing because of the unavailability of information as to the amounts which are to be apportioned or otherwise, or are incorrectly apportioned at Closing or subsequent thereto, such items shall be apportioned or reapportioned, as the case may be, as soon as practicable after the Closing Date or the date such error is discovered, as applicable; provided that, neither party shall have the right to request apportionment or reapportionment of any such item at any time following that date which is one hundred eighty (180) days after the Closing Date.

8.9 Environmental Escrow Fund. The parties agree that Seller's Costs (established pursuant to Section 6.4) shall be deposited into an Escrow Account with the Title Company within fifteen (15) days of the Remediation Plan Approval. The Title Company shall release the funds to Buyer as set forth in the Escrow Agreement attached as **Exhibit "E"**, which shall be executed by the parties prior to the Seller's deposit of funds.

8.10 Survival of Proration and Adjustment. The provisions of Article VIII shall survive the Closing.

ARTICLE IX **CASUALTY LOSS**

9.1 Casualty. In the event the Improvements should be damaged by any casualty prior to Closing, Seller shall notify Buyer thereof and if the Cost of Repair, is:

(a) less than \$5,000, then the Seller shall give Buyer a credit against the Purchase Price, at Closing, in an amount equal to the actual replacement cost of the damage to the Improvements and the sale shall be closed without the Seller's repairing such damage; provided however, Seller shall be entitled to make such emergency repairs as are necessary to prevent further damage to the Property or injury to any person thereon and Seller may deduct the cost of such repairs from the credit against the Purchase Price; or

(b) if said cost is \$5,000 or more, then Buyer may elect to terminate this Agreement by written notice to Seller within ten (10) days after Seller gives Buyer notice of the occurrence of the casualty and the Cost of Repair, and the Earnest Money, including the Independent Consideration, will be returned to Buyer. If Buyer elects not to terminate this Agreement, then Seller and Buyer will agree upon a satisfactory settlement with respect to such casualty prior to Closing, including, but not limited to the assignment at Closing of Buyer's right, title and interest

in the insurance proceeds available to repair or restore the damage or destruction, taking into account the cost of any emergency repairs made by Seller.

ARTICLE X CONDEMNATION

10.1 Condemnation. In the event of a Condemnation or threatened Condemnation of all or part of the Land, Seller will provide Buyer written notice within fifteen (15) days after receipt of any notice regarding the Land from a condemning authority and Buyer may elect to either terminate the Agreement and receive a refund of the Earnest Money Deposit, less the Independent Consideration, or proceed to Closing. If Buyer elects to proceed to Closing, Seller agrees to assign to Buyer the proceeds of any Condemnation award if such award has not been paid as of the Closing. If such Condemnation award has been paid to Seller prior to Closing, then at Closing, Seller agrees to pay to Buyer the amount of such Condemnation award and deliver title to the Property less any portion of the Land so condemned.

10.3 Condemnation Proceedings. In the event Buyer does not terminate the Agreement pursuant to the provisions of Section 10.1, Buyer may participate in the Condemnation proceedings upon written notice to Seller. In the event Buyer chooses to participate in Condemnation proceedings, Seller will provide Buyer with all notices and information regarding such proceedings and will include Buyer in any such proceedings. If Buyer does not terminate the Agreement, Seller agrees not to settle or compromise in any condemnation proceedings without the prior consent of the Buyer.

ARTICLE XI WARRANTIES, REPRESENTATIONS AND COVENANTS

11.1 Seller Representations and Warranties. Seller represents and warrants to Buyer as of the Effective Date and the Closing Date, that:

(a) No Notice Pending Condemnation. There are no pending or anticipated Condemnation actions with respect to all or any portion of the Property;

(b) Liens and Assessments. There are no pending improvement liens or special assessments to be made against the Property or any part thereof.

(c) No Litigation. There is no existing or pending litigation with respect to Seller or any portion of the Property, nor is any such proceeding threatened.

(d) No Breach of Law. At the Closing, Neither the Property or any operations thereon violate any laws, regulations, laws or ordinances applicable thereto.

(e) Leases. There are no existing Leases.

(f) Other Agreements. At the Closing, there are no existing contracts, management, brokerage or commission agreements, service agreements, supply agreements, maintenance agreements or other agreements with respect to the Property and no contracts shall survive the Closing.

(g) Authority. Seller has full right, power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by Seller hereunder.

(h) Instruments. This Agreement and all deeds, assignments, certificates or other instruments executed or delivered by Seller in connection with the transactions contemplated hereby are legal, valid, and binding obligations of Seller, enforceable in accordance with their respective terms except as may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditor's rights generally and the application of general equity principles.

(i) Legal Entity. Seller is duly organized, validly existing, and in good standing under the laws of the State of Texas and the party signing below has the requisite authority to bind the Seller.

(k) Zoning. There are no zoning, building or other violations or any action, suit or proceeding pending or threatened against or affecting the Property in any court or before or by any Federal, State, County or Municipal department, commission board, bureau or agency or other governmental instrumentality.

(l) Utilities. The Property is currently served by water, sewer, electric, gas, telephone and cable television utilities available at the boundary line of the Property.

(m) Platting. At the Closing, the consummation of the sale contemplated by this Agreement will not require the filing of a subdivision plat or replat.

(n) Access. The Property has current legal and actual access directly to a publicly dedicated right of way that has been accepted for maintenance by the City of El Paso, State of Texas.

(o) Unrecorded Agreements. There are no unrecorded agreements or restrictions affecting the Property.

(p) Taxes. The Property is not subject to any exemption or dedication that would, upon the change in ownership, change in use, or passage of time, give rise to any roll back taxes, special assessments or additional assessments.

(q) Assessments. The Property is not subject to any special assessments or special assessment district nor are there any facts or circumstances which could give rise to any pending liens or special assessments against any of the Property by any governmental authority, district or association.

(r) Parties in Possession. There are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

(s) Future Obligations. All obligations of Seller arising from the ownership and operation of the Property, including, but not limited to, salaries, taxes, leasing commissions and the like, have been paid as they became due or will be paid at or prior to Closing. Except for obligations for which provisions are made herein for assumption by Buyer, proration or other adjustment at Closing, there will be no obligations of Seller with respect to the Property outstanding as of Closing which could give rise to a Claim against or lien on the Property.

(t) Creditors. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or the Property.

(u) Title. Seller is the fee simple owner of the title to the Land and has good and marketable title to any of the Personal Property.

(v) Environmental Laws. At the Closing, the Property is not being used for the storage or disposal of any hazardous or toxic materials in violation of applicable laws and the Property is otherwise in compliance with applicable environmental laws.

(w) Restrictive Covenants. Seller is not in violation of any restrictive covenants, deed restrictions, covenants, obligations or governmental requirements with respect to the Property.

(x) Notice of Proceedings. Seller has not received, with respect to the land adjacent to the Property, any written notice from any governmental agency of any proceedings that could or would cause the change, redefinition, or other modification of the zoning classification, or of other legal requirements, applicable to the Property or adjacent property, or of any condemnation proceedings or proceedings to widen or realign any street or highway adjacent to the Property.

(y) Vested Rights for 900 Wyoming. As evidenced in the attached correspondence dated November 10, 2014 from the Lead Planner, Subdivisions of the City of El Paso's Planning and Inspections Department, attached hereto as **Exhibit "F"**, the Wyoming Property is vested for use as transitional housing and related uses (as the term "transitional housing" is defined in Chapter 20 of the Municipal Code prior to September 9, 2014), including but not limited to include vocational training, restaurant, hospice services, youth transitional and permanent housing, provision of emergency or temporary shelter and elderly and disabled permanent housing (collectively, the "Project") and further that on the Effective Date and as of Closing, the execution of this Contract of Sale for the Property and the closing for the exchange of the Wyoming Property for the Cotton shall constitute progress toward completion of the Project.

The terms of Section 11.1 shall survive Closing, expiration or termination of this Agreement.

11.2 Buyer Representations and Warranties. Buyer represents and warrants to Seller as of the Effective Date and the Closing Date, that:

(a) Buyer is duly organized and legally existing under the laws of the State of its organization and is duly qualified to do business in the state where the Land is located;

(b) The execution and delivery of, and Buyer's performance under, this Agreement are within Buyer's powers and have been duly authorized by all requisite action;

(c) This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms; and

(d) At the Closing, there will be no unpaid bills or Claims in connection with any of the Inspections.

The terms of Section 11.2 shall survive Closing or termination of this Agreement.

11.3 Seller's Covenants. Seller hereby covenants and agrees with Buyer, after the date specified in each covenant below:

(a) After the Effective Date, Seller will not enter into any lease agreements or contracts affecting any portion of the Property without Buyer's prior written consent.

(b) After the Effective Date, Seller will not initiate any zoning reclassification of the Property or seek any variance under existing zoning ordinances or regulations applicable to the Land without Buyer's prior written consent.

(c) After the Effective Date, Seller will not voluntarily impose any restrictive covenants or encumbrances on the Property or execute or file any subdivision plat affecting the Property without the Buyer's prior written consent.

(d) After the Effective Date, Seller will operate the Property in the ordinary course of its business as conducted prior to the Effective Date.

(e) Until either the termination of this Agreement or the Closing of the transactions contemplated herein, whichever occurs first, Seller agrees that it, its partners, employees, third party advisors or agents, will cease and cause to terminate any existing activities, discussions or negotiations regarding the sale of the Property and shall deal exclusively with Buyer under the terms of this Agreement.

ARTICLE XII
CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

12.1 Conditions Precedent for Buyer's Benefit.

(a) Representations, Warranties and Covenants; Obligations of Seller; Certificate. All of Seller's Representations made in this Agreement shall be true and correct in all material respects as of the date hereof and as of the date of Closing as if then made.

(b) Material Adverse Change. There shall have been no material adverse change in the condition of the Property, except as the Seller and Buyer have agree in Section 6.4 or 11.3 or otherwise mutually agreed in writing, from the date of acceptance of this Agreement and no matter, condition or event shall have occurred which could in Buyer's reasonable judgment, materially and adversely affect the proposed use of the Property or any part thereof.

(c) Certificate of Performance. Seller shall have performed in all material respects all of its covenants and other obligations under this Agreement and Seller shall have executed and delivered to Buyer at Closing a certificate to the foregoing effect.

(d) Title Insurance. Good and indefeasible fee simple title to the Property shall be insurable as such by the Title Company, at its lowest rates allowed by law, subject only to Permitted Exceptions and standard pre-printed exceptions, with all applicable deletions of standard exceptions and endorsements permitted under applicable state.

(e) Title to Property. Seller shall be the sole owner of good and indefeasible fee simple title to the Property, free and clear of all liens, encumbrances, restrictions, conditions and agreements except for Permitted Exceptions. Seller shall not have taken any action or permitted or suffered any action to be taken by others from the date hereof and through and including the date of Closing that would materially and adversely affect the status of title to the Property.

(f) Title Objections. Seller shall have satisfied any title objections made by Buyer to matters shown by the Title Binder and/or the Survey pursuant to Section 7.3.

(g) Survey. The Survey shall be adequate for the Title Company to delete any exception for general survey matters in the Title Policy except for "shortages in area".

(h) Entitlements. Buyer has received all Entitlements in a form reasonably acceptable to Buyer.

(i) Environmental. The remediation of the environmental conditions of the Property pursuant to the Remediation Plan, as more particularly described in Section 6.4, shall have been completed and all escrowed funds for the Remediation Costs shall be disbursed pursuant to Section 6.4 and the Escrow Agreement on or before the Closing.

(j) Municipal Regulation. There have not been any changes to the applicable municipal regulations that, in Buyer's sole discretion, will prevent the Buyer's intended use of

the Property.

12.2 Failure of Conditions Precedent. If any Condition Precedent to Buyer's Performance cannot or will not be satisfied prior to Closing, or upon the occurrence of any other event that would entitle Buyer to terminate this Agreement and its obligations hereunder, including, but not limited to the termination rights under Section 6.4, and if Seller fails to cure any such matter or satisfy that condition within ten (10) Business Days after notice thereof from Buyer (or such other time period as may be explicitly provided for herein or agreed to in writing by the parties), Buyer, at its option, may elect (a) to terminate this Agreement, in which event (i) the Earnest Money Deposit shall be promptly returned to Buyer, (ii) if the condition which has not been satisfied is a failure of the Conditions Precedent to Buyer's Performance under Section 13.1 (a), (b) (c), (h) (i) or (j) then Seller shall be obligated upon demand to reimburse Buyer for Buyer's actual out-of-pocket inspection and other costs related to Buyer's entering into this Agreement, inspecting the Property and preparing for a Closing of the transaction contemplated hereby, including, without limitation, Buyer's attorneys' fees incurred in connection with the preparation, negotiation and execution of this Agreement and in connection with Buyer's due diligence review, audits and preparation for a Closing, and (iii) all other rights and obligations of Seller and Buyer hereunder (except those set forth herein which expressly survive a termination of this Agreement) shall terminate immediately; (b) elect to proceed to Closing or (c) in the event the failure arises under Section 13.1(a), (b) (c), (h) (i) or (j) pursue its remedies as a default under this Agreement. If Buyer elects to proceed to Closing and there is either a misrepresentation or breach of a Representation by Seller Buyer shall retain all remedies accruing as a result thereof, including, but not limited to the remedy of specific performance of Seller's covenants and obligations and the remedy of the recovery of all reasonable damages resulting from Seller's breach of a Representation.

ARTICLE XIII **CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE**

13.1 Conditions For Seller's Benefit.

(a) Restraint. The transactions contemplated under this Agreement to be effected on the Closing Date shall not have been restrained or prohibited by any injunction or order or judgment rendered by any court or other governmental agency of competent jurisdiction and no proceeding shall have been instituted and be pending in which any creditor of Buyer or any other person seeks to restrain such transactions or otherwise to attach any of the Property;

(b) Buyer's Obligations. Buyer shall have timely complied with its obligations hereunder and under the contract for the conveyance of the Buyer's Property to Seller;

(c) Representations, Warranties and Covenants. All warranties and representations made by Buyer herein shall be truthful in all respects.

13.2 The obligations of Seller to consummate the transaction contemplated hereby are subject to the preceding conditions, any of which, if not fulfilled by the Closing or as otherwise

provided herein, shall entitle Seller (at its option) to terminate this Agreement and if the transaction does not close due to the Conditions Precedent to Seller's Performance under Section 14.1 (b) and (c) Seller shall retain the Earnest Money Deposit as its sole remedy.

ARTICLE XIV DEFAULT

14.1 Buyer's Default. If Buyer defaults in its obligations hereunder to deliver the Sales Price at the time required by this Agreement and close on the purchase of the Property on the Closing Date, then, Buyer shall forfeit the Earnest Money Deposit, and Title Company shall deliver the Earnest Money Deposit to Seller, and neither party shall be obligated to proceed with the purchase and sale of the Property. If, Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than 10 days after written notice from Seller, then Buyer shall forfeit the Earnest Money Deposit, and Title Company shall deliver the Earnest Money Deposit to Seller, and neither party shall be obligated to proceed with the purchase and sale of the Property. The Earnest Money Deposit is liquidated damages and recourse to the Earnest Monty Deposit is, except for Buyer's confidentiality obligations hereunder, Seller's sole and exclusive remedy for Buyer's failure to perform its obligation to purchase the Property or breach of a representation or warranty. Seller expressly waives the remedies of specific performance and additional damages for such default by Buyer. **SELLER AND BUYER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM A DEFAULT BY BUYER IN ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER AND BUYER FURTHER AGREE THAT THIS SECTION 14.1 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY BUYER OF ITS OBLIGATION TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT.**

14.2 Seller's Default. If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then, at Buyer's election, either (a) this Agreement shall terminate, and all payments and things of value, including the Earnest Money Deposit, provided by Buyer hereunder shall be returned to Buyer and Buyer may recover, as its sole recoverable damages (but without limiting its right to receive a refund of the Earnest Money Deposit), its direct and actual out-of-pocket expenses and costs (documented by paid invoices to third parties) in connection with this transaction, or (b) Buyer may seek specific performance of Seller's obligation to deliver the Deed pursuant to this Agreement.

14.3 Attorney's Fees. Any signatory to this Agreement who is the prevailing party against any other signatory in any legal proceeding brought under or with relation to this Agreement or sale transaction shall be additionally entitled to recover from the non-prevailing

party court costs, reasonable attorneys' fees, and all other litigation expenses, including deposition, travel, and expert witness costs and fees.

ARTICLE XV **NOTICES**

Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when addressed to the intended recipient at the address provided below: (a) three (3) Business Days after being deposited in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested; (b) one (1) Business Day after being deposited with a nationally recognized overnight courier, postage fully prepaid; or (c) sent by fax transmission upon transmission and confirmation of receipt; provided any notice sent by fax transmission will be followed by delivery using method (b), above, deposited on the following Business Day. Any address for notice may be changed by giving notice thereof as provided in this Section. The addresses and fax numbers for notice purposes are as follows:

Seller:	City Manager City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890	Copy: City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
Copy:	City of El Paso Real Estate Manager Economic & International Development Dept. P.O. Box 1890 El Paso, Texas 79950-1890	
Buyer:	Rescue Mission of El Paso, Inc. Attn: Blake W. Barrow, CEO 1949 W. Paisano El Paso, TX 79922	
Copy to:	Gordon Davis Johnson & Shane PC Attn: Charlie McNabb 4695 N. Mesa El Paso, Texas 79912	

ARTICLE XVI **MISCELLANEOUS**

16.1 Integration. This Agreement contains the complete agreement among the parties and the Brokers. It cannot be varied except by the written agreement of the Buyer and Seller.

The parties agree that there are no oral agreements, understandings, representations, or warranties that are not expressly set forth herein.

16.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns, when such are not proscribed by this Agreement.

16.3 Assignment. Buyer may assign this Agreement or any of its rights hereunder only with the consent of Seller, which shall not be unreasonably withheld.

16.4 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party preparing this Agreement or any part hereof.

16.5 Time of the Essence. Time is of the essence of this Agreement. If the expiration of the Inspection Period or the Closing Date falls on a Legal Holiday, then the Inspection Period and/or the Closing Date shall be the first Business Day after the Saturday, Sunday or Legal Holiday.

16.6 Governing Law. This Agreement shall be construed under in accordance with the laws of the state of Texas.

16.7 Foreign Person Federal Tax Requirement. If Seller is not a Foreign Person, then at the Closing Seller shall deliver to Buyer a certificate so stating in a form complying with the Federal Tax Law. If Seller is a Foreign Person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller at the Closing shall be adjusted to the extent required to comply with the withholding provisions of the Federal Tax Law; and although the amount withheld shall still be paid at the Closing by Buyer, it shall be retained by a mutually acceptable escrow agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate federal tax law forwarding forms, and with copies being provided both to Seller and Buyer. The Title Company is hereby approved as a mutually acceptable escrow agent in the event that withholding is warranted in accordance with this Section.

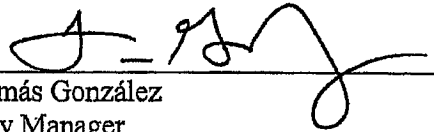
(Signatures on following page)

This Agreement may be executed in multiple counterparts, each of which has the full force and effect as an original.

EXECUTED by Seller on this the 14th day of January, 2015.

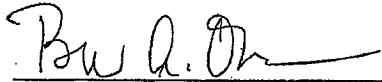
SELLER:

CITY OF EL PASO



Tomás González
City Manager

Approved as to Legal Form:



Bertha A. Ontiveros
Senior Assistant City Attorney

Approved as to Content:

David Almonte, Deputy City Manager
Health and Safety

EXECUTED by Buyer on this the 14th day of January, 2015

BUYER:

RESCUE MISSION OF EL PASO, INC.,
a Texas nonprofit corporation



Blake Barrow, Executive Director

This Agreement has been received and reviewed by the Title Company this the 17TH day of MARCH, 2015. The Title Company acknowledges that all Information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the escrow agent for the parties, under the Agreement will be treated as confidential Information.

TITLE COMPANY:

Stewart Title Company

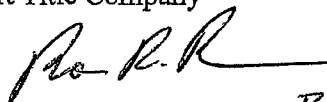
By: 
Its: RONALD F. RUSH
CHIEF
UNDERWRITER AND
COMMERCIAL ESCROW
OFFICER

EXHIBIT "A"

LAND

LOTS 1 THROUGH 18 (INCLUSIVE) AND A PORTION OF LOTS 19 THROUGH 21 (INCLUSIVE), ALL OF LOTS 56 THROUGH 71 (INCLUSIVE) AND A PORTION OF LOTS 52 THROUGH 55 (INCLUSIVE), BLOCK 71, COTTON ADDITION, AN ADDITION TO THE CITY OF EL PASO, WHICH PROPERTY IS COMMONLY KNOWN AS 130 N. COTTON STREET.

EXHIBIT "B"

DEED

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

SPECIAL WARRANTY DEED

STATE OF _____ §
COUNTY OF _____ §

_____, a _____ ("GRANTOR"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto _____, a _____ ("GRANTEE") having an address of _____

_____, (i) all that real property situated in the County of _____, State of _____, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), (ii) along with all Seller's interest in improvements, structures and fixtures placed, constructed, or installed on the Land (the "Improvements"), and (iii) all rights and appurtenances, pertaining to such Land, including, without limitation, any and all rights of GRANTOR, if any, in and to adjacent roads, alleys, easements, streets, docks, ways, strips and gores (collectively, the "Property").

USE COVENANT. As part of the consideration and as a condition of the GRANTOR's conveyance of the Property to the GRANTEE, the GRANTEE has agreed to use the Property for the development, renovation, construction, operation, management and use of the Property for housing units for low-income individuals and families and related services substantially related to the GRANTEE's charitable tax-exempt purpose to alleviate the effect and assist in the elimination of hunger, displacement and homelessness for a period of 10 years from the Effective Date of this deed (the "Covenant Period"). The Use Period shall automatically expire without the need for release or approval from GRANTOR. However, notwithstanding the foregoing, GRANTOR agrees to execute a Release of Covenant in a recordable form prepared by GRANTEE and in compliance with all laws within ten (10) days upon receipt of a written request by GRANTEE.

In the event that prior to the expiration of the Covenant Period:

- (a) after completion of the improvements by GRANTEE, the GRANTEE fails to use the Property for more than One Hundred Eighty (180) consecutive days in accordance with the Use Covenant, the GRANTOR may, as its sole and exclusive remedy, repurchase the

Property from the GRANTEE for Fair Market Value ("Repurchase Option"). GRANTOR shall exercise its Repurchase Option by providing sixty (60) day written notice to the GRANTEE of its intent to repurchase the Property and shall close upon such repurchase within thirty (30) days of the GRANTEE's receipt of such notice. GRANTOR shall be responsible for all costs to repurchase the Property;

or

(b) after completion of the improvements by GRANTEE, the GRANTEE desires to convey the Property for any use that is not in accordance with the Use Covenant, the GRANTEE will provide written notice to the GRANTOR of its intent to convey and the GRANTOR shall have sixty (60) days to notify GRANTEE in writing of its intent to repurchase the Property from the GRANTEE for Fair Market Value ("Notice of Repurchase") and shall close upon such repurchase within ninety (90) days of GRANTEE's receipt of such Notice. If GRANTOR fails to provide its Notice to Repurchase or to close as required herein, GRANTEE may proceed to convey the property to a third party, provided however, that in order to effectuate and maintain the public purpose, the GRANTEE agrees it shall restrict the use of \$830,000 of the sales proceeds to the public purpose described in the Use Covenant for the remainder of the Covenant Period; thereafter the Use Covenant shall be automatically released. GRANTOR shall execute a Release of Covenant in a recordable form prepared by GRANTEE and in compliance with all laws within ten (10) days upon receipt of GRANTEE'S reasonable request.

For the purposes of this provision, "Fair Market Value" shall mean the sum of (1) the fair market value of the land which shall be the amount of \$830,000 escalated by the Consumer Price Index for all Urban Consumers (CPI-U) from the Base Year CPI-U (established as the rate in place on August 1, 2015) until the notice date, plus 2) the fair market value of the improvements constructed or renovations made by GRANTEE, as determined by an appraisal conducted by a qualified MAI appraiser selected by jointly by the GRANTOR and GRANTEE, which appraisal costs will be borne equally by the parties.

This Deed is made and accepted expressly subject to the matters set forth in Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent they remain in effect and are applicable to the Property (the "Reservations and Restrictions").

"AS IS, WHERE IS" SALE. THIS IS AN ARMS-LENGTH TRANSACTION BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION; EXCEPT AS PROVIDED IN THE CONTRACT OF SALE DATED JANUARY 6, 2015 BETWEEN THE PARTIES ("CONTRACT") AND THE WARRANTIES OF TITLE CONTAINED THEREIN, THE GRANTEE ACCEPTS THE PROPERTY AS IS WHERE IS, AND WITH ALL FAULTS, 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 AS OF THE EFFECTIVE DATE

OF THIS DEED; (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 (EXCEPT WITH REGARD TO THE ENVIRONMENTAL AND ENTITLEMENTS CONDITIONS AS SET FORTH IN SECTION 6.4 AND 6.5 OF THE CONTRACT); (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 (EXCEPT AS SET FORTH IN SECTION 11.1(y) OF THE CONTRACT) 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 GRANTOR AND PURCHASED BY THE GRANTEE SUBJECT TO THE FOREGOING.

TO HAVE AND TO HOLD the Land, subject to the Reservations and Restrictions, together with all and singular the rights and appurtenances belonging in any way to the Land, unto the said GRANTEE, its successors and assigns forever, and, subject to the Reservations and Restrictions, GRANTOR binds itself and its successors and assigns to warrant and forever defend all and singular the Land to GRANTEE, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under GRANTOR, but not otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF, GRANTOR has executed this Deed, to be effective as of this
_____ day of _____, 2015 ("Effective Date").

GRANTOR:

a _____

By: _____
a _____
its _____

By: _____
Name: _____
Title: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20____,
by _____, _____ of _____, a
_____, on behalf of said _____.

(SEAL)

Notary Public in and for State of _____

Print name of notary

My Commission Expires: _____

GRANTEE:

a _____

By: _____
a _____
its _____

By: _____
Name: _____
Title: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 20__,
by _____ of _____, a
_____, on behalf of said _____.

(SEAL)

Notary Public in and for State of _____

Print name of notary

My Commission Expires: _____

EXHIBIT A
To Special Warranty Deed
LEGAL DESCRIPTION

EXHIBIT B

**Reservations and Restrictions
to Special Warranty Deed**

1. Listed Permitted Exceptions, as defined in the Agreement.

EXHIBIT "C"
BILL OF SALE

Seller, _____ (the "Seller"), having its principal place of business at _____, in consideration of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to Buyer, _____, a _____ (the "Buyer"), the following described personal property (the "Assigned Property"), to-wit:

- A. All the "Personal Property" comprising part of the Land or Improvements, located in or on the Land or Improvements and/or used in connection with the operation or development of the Land and Improvements;
- B. The following property used in connection with any of the Land, Improvements or Personal Property: (i) all warranties and guaranties relating to the Land, Improvements, or Personal Property; (ii) all site plans, surveys, plans and specifications, brochures and floor plans of the Land and Improvements, in Seller's possession or in the possession of Seller's agents, of the Land and which relate to the Land, Improvements, or Personal Property; (iii) business licenses, governmental permits, Entitlements or Approvals, logos, trademarks, service marks and good will associated therewith relating to the Land, Improvements or Personal Property.

As used herein, the "Land" shall mean the property described on Exhibit "A", attached hereto, and the "Improvements" shall mean all improvements, structures and fixtures placed, constructed, or installed on the Land.

"Approvals" shall mean _____.

"Entitlements" shall mean _____.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Buyer, and Seller's successors and assigns, forever; and Seller does hereby bind Seller, and Seller's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, unto Buyer, and Buyer's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Seller, but not otherwise.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed in its name this _____ day of _____, 20____.

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____,
20____, by _____ of
_____, on behalf of said _____.

Notary Public in and for
the State of _____

Printed Name of Notary Public

My Commission Expires: _____

List of Exhibits:

Exhibit A - Land

EXHIBIT "D"
FIRPTA AFFIDAVIT

THE STATE OF _____ §
 §
COUNTY OF _____ §

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is: # _____;
3. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned, in the capacity set forth below, hereby declares that he has examined this certification and to the best of his knowledge and belief it is true, correct, and complete, and the undersigned further declares that he has authority to sign this document in such capacity.

EXECUTED to be effective as of the _____ day of _____, 20____.

By: _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____,
20____, by _____.

Notary Public in and for
the State of _____

Printed Name of Notary Public

My Commission Expires: _____

SCHEDULE 7.6
Due Diligence Information

- (a) Any (i) environmental report, and (ii) engineering report.
- (b) Permits related to the development and use of the Property.
- (c) Seller's existing owner policy of title insurance.
- (d) Any surveys, reports, studies, plans, drawings, assessments, permits, notices, site plans, agreements, or other similar information or materials pertaining to the condition, use or development of the Property.
- (e) Any and all other information affecting the Property.

EXHIBIT "E"
ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (herein called the "Agreement") is made and entered into as of the ____ day of January, 2015 among CITY OF EL PASO, a municipal corporation (herein called "Seller"), RESCUE MISSION OF EL PASO, INC. (herein called "Purchaser") and Stewart Title Company, the party that Seller and Purchaser have mutually selected as escrow agent (herein called the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser entered into a Contract of Sale dated effective January ____, 2015, (the "Contract") for the purchase of property described as 130 North Cotton, El Paso, Texas (the "Property");

WHEREAS, under the Contract, Seller agreed to pay for the costs in an amount not to exceed \$75,000 related to remediating certain environmental matters identified in the Remediation Plan;

WHEREAS, Seller further agreed to escrow the Seller's Costs as described in the Contract with Escrow Agent; and,

WHEREAS, the Purchaser and Seller have agreed to the use of the Escrowed Funds as described herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties do hereby covenant and agree as follows:

1. Certain Definitions. All capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Contract.

2. Funds to be Escrowed. Contemporaneously with its execution of this Agreement, Seller shall deposit with the Title Company, _____ Thousand and ___/100 Dollars (\$_____) ("*Escrow Deposit*") that shall be used to pay costs of completing the Work under the Remediation Plan. Upon the Completion of the Work, the Escrow Deposit shall be disbursed as provided herein. As used in this Agreement, the Work shall include all costs associated with completion of the Work described in the Remediation Plan including, but not limited to, the costs for preparation of the Remediation Plan, all applicable governmental fees and/or fines, construction costs and any other costs incurred in connection with any cleanup, remedial, removal or restoration work contained in the Remediation Plan..

3. Receipt and Deposit of Escrow Deposit. The Title Company acknowledges receipt of the Escrow Deposit on the Effective Date of this Agreement, and agrees to (a) deposit and retain the Escrow Deposit in a separate, segregated noninterest-bearing account(s) with a reputable financial institution acceptable to Seller and Purchaser in their reasonable discretion, provided that such account(s) must be fully insured by the FDIC (the "*Escrow Account*"), and (b) disburse the Escrow Deposit in accordance with the terms of this Agreement.

4. Delivery and Release of Escrow Deposit. Title Company shall release the Escrow Deposit to pay for the Work as follows:

4.1 Purchaser shall deliver to the Title Company (with a copy to Seller) a request for payment ("**Payment Request**"), setting forth the parties to whom money is owed with respect to the Work, and the amount owed to each.

4.2 Purchaser shall provide, with the Payment Request an invoice and where applicable, unconditional waivers of mechanic's and materialmen's liens (subject only to payment of the amount owing pursuant to the applicable Payment Request), executed by the contractor and/or subcontractors to be paid, as applicable, with respect to any services or materials covered by the payment to be made pursuant to the Payment Request.

4.4 If any Escrow Deposit remains after disbursement of the Payment Request, then the Title Company shall immediately release such remaining Escrow Deposit to Seller.

5. Duties of the Title Company.

5.1 Duties. The duties of the Title Company under this Agreement shall be entirely administrative, and not discretionary, and are limited specifically to the duties expressly stated herein. The Title Company shall not be responsible for the sufficiency, correctness, genuineness or validity of any certification, statement, release or other instrument tendered to it hereunder or with respect to the form or execution of the same, or the identity, authority, or rights of any person executing or depositing the same, and the Title Company shall be protected in acting upon any certification, statement, release, waiver, consent, receipt of other paper or document reasonably believed by the Title Company to be genuine and to be signed by the proper party or parties.

5.2 Purchaser and Seller hereby agree that the following provisions shall control with respect to the rights, duties, liabilities, privileges and immunities of the Title Company:

- (a) The Title Company acts hereunder as a depository only, and is not a part to, bound by, or liable under any agreement or undertaking which has arisen or arises under on in connection with this transaction, except as may be specifically provided herein, in policies of title insurance issued in connection with this transaction and in any specific written agreement;
- (b) In the event the Title Company becomes involved in litigation in connection with this Escrow Agreement and Instructions, to the extent permitted by law, Seller shall agree to indemnify and save the Title Company harmless from all losses, costs, damages, expenses and attorney's fees suffered or incurred by the Title Company as a result thereof, except in connection with the Title Company's gross negligence or intentional misconduct in the administration of this Escrow Agreement and Instructions;

- (c) The Title Company shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other paper or document which Title Company reasonably believes to be genuine and what it purports to be;
- (d) The Title Company shall not be liable for anything which it may do or refrain from doing in connection herewith, except for its gross negligence or intentional misconduct;
- (e) The Title Company may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability in acting in accordance with the reasonable opinion and instructions of such counsel;
- (f) In the event the Title Company is reasonably in doubt as to what action it should take hereunder, the Title Company may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such doubt shall exist. In any such event, the Title Company shall not be or become liable in any way for its failure or refusal to act. The Title Company shall be entitled to continue to so refrain from acting until (i) the rights of all parties have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all doubt is resolved by agreement among all of the interested parties or persons, and the Title Company shall have been notified thereof in writing signed by all such parties and persons. In the event of any dispute, the Title Company may, but shall not be obligated to, interplead the Escrow Funds into the registry of a court of competent jurisdiction. The rights of the Title Company under this paragraph are cumulative of all other rights which it may have by law or otherwise; and
- (g) The Title Company agrees to provide notice to the Purchaser and Seller of any disbursement of the Escrow Funds at their respective addresses (as set forth in the Title Company's files).

5.3 Waiver. Purchaser and Seller hereby waive any suit, claim, demand or cause of action of any kind that they may have or may hereafter have against the Title Company arising out of or relating to the Title Company's performance of its obligations pursuant to Section 5 of this Agreement, unless such suit, claim, demand or cause of action is based on the Title Company's willful misconduct, negligence, or bad faith.

5.4 Fees and Expenses. Any and all fees charged by the Title Company in connection with this Agreement, which shall be subject to the approval of Purchaser and Seller, shall be paid by Seller, upon a proper accounting thereof by the Title Company to Purchaser and Seller.

6. Miscellaneous.

6.1 Notices. Any notice or demand provided for or given pursuant to this Agreement shall be in writing and served on the parties at the addresses listed below. Any notice shall be

either (a) personally delivered to the address set forth below, in which case it shall be deemed delivered on the date of delivery to the addressee; or (b) sent by registered or certified mail/return receipt requested, in which case it shall be deemed delivered three (3) business days after the date upon which it is deposited in the U.S. Mail; (c) sent by a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier for next day delivery; or (d) sent by telecommunications including email in which case it shall be deemed delivered on the day sent, provided an original is received by the addressee by a method set out above within the time periods specified thereafter for a notice sent as of that same date. The addresses and Fax number listed herein may be changed by written notice to the other parties, provided, however, that no notice of a change of address or Fax number shall be effective until date of delivery of such notice. Copies of notice are for informational purposes only and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. For purposes of notice, the addresses of the parties shall be as follows:

Seller:

City Manager
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

City Attorney
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Purchaser:

Rescue Mission of El Paso, Inc.
Attn: Blake W. Barrow, CEO
1949 W. Paisano
El Paso, Texas 79922

Gordon Davis Johnson & Shane PC
Attn: Charlie McNabb
4695 North Mesa
El Paso, Texas 79912

6.2 Law Governing. This Agreement and the obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas.

6.3 Termination. Upon the expiration of thirty (30) days after completion of the Work, any and all sums remaining in the Escrow Deposit shall be disbursed to Seller. Notwithstanding anything to the contrary contained herein, in no event shall the depletion of the Escrow Deposit terminate this Agreement before the Work is complete.

6.4 Captions. The titles of the Sections of this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself.

6.5 Successors and Assigns. This Agreement, and all of the terms, provisions and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns. A party may not assign this Agreement without the prior written consent of the other party.

6.6 Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. Amendments or changes may be made to this Agreement by, and only by, setting the same forth within a document duly executed by each party, and an alleged amendment or change herein that is not so documented shall not be effective as to any party. There are no oral agreements between the parties.

6.7 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute one Agreement.

[Signature Page Follows]

SELLER:

CITY OF EL PASO

By: _____
Name: _____
Title: _____

PURCHASER:

RESCUE MISSION OF EL PASO, INC.

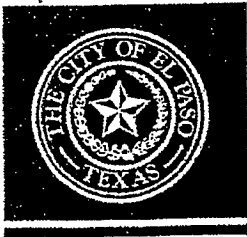
By: _____
Name: _____
Title: _____

ESCROW AGENT:

STEWART TITLE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT "F"
VESTED RIGHTS LETTER



City Development Department

Mayor
Oscar Leeser

Nov. 10, 2014

City Council
District 1
Ann Morgan Lilly

Mr. Charlie McNabb
Gordon Davis Johnson & Shane P.C.
4695 North Mesa
El Paso, Texas 79912

District 2
Larry Romero

Re: 910 Wyoming - vested rights determination

District 3
Emma Acosta

Dear Mr. McNabb,

District 4
Carl L. Robinson

In accordance with Title 1.04.070.C of the El Paso City Code, you are hereby informed that the vested rights petition dated October 24, 2014 for the property described as 910 Wyoming, El Paso, Texas, 79902 has been granted.

District 5
Dr. Michiel R. Noe

The determination is based on the information provided in your request, and documentation showing continuous progress toward development of the project.

District 6
Eddie Holguin Jr.

Per your request, this project is subject to the City regulations that were in effect in May 2014, and is not subject to Ordinance 018241, approved on September 9, 2014. Please feel free to contact me if you have questions or need further assistance.

District 7
Lily Limón

District 8
Cortney C. Niland

Sincerely,

City Manager
Tommy Gonzalez

Kimberly Forsyth, AICP, CNU-A
Lead Planner, Subdivisions



City Development Department
City 3 | 801 Texas Avenue | El Paso, Texas 79901 | (915) 212-0083
Doc#350254/Matter#14-1007-1219

Dedicated to Outstanding Customer Service for a Better Community

Gordon Davis Johnson & Shane P.C.
ATTORNEYS AND COUNSELORS AT LAW

J. Morgan Broadus III Timothy D. Johnson*
Harrel L. Davis III David L. Leffman**
John M. Dickey* Michael G. McLean*
Robert V. Gibson Charlie F. McNabb
Juan H. Gil II Joshua F. Rhoads*
Yolanda Giner Michael J. Shane*
C. Michael Ginnings Joshua W. Snider*
Patrick R. Gordon

Mailing Address:
Post Office Box 1322
El Paso, Texas 79947-1322
4695 North Mesa
El Paso, Texas 79912
Telephone (915) 545-1133
Telefax (915) 545-4433
Email info@eplawyers.com
Web www.eplawyers.com

*Licensed in Texas and New Mexico **Texas and Colorado

October 24, 2014

Director, City Development Department.
222. S. Campbell
El Paso, Texas 79901

Re: Request for Vested Rights Determination for Rescue Mission of El Paso Center for Transitional Housing and Related Uses located at 910 Wyoming, El Paso, Texas 79902 ("Project")

Dear Director:

Pursuant to Chapter 1.04 of the City Code, please accept this correspondence as the Rescue Mission of El Paso's application for a vested rights determination for the Project. The following permits and determination letters, described below and copies of which are attached hereto, have been obtained for work on the Project. The Project is ongoing and has incurred and will continue to incur expenditures of considerable costs towards completion of the Project.

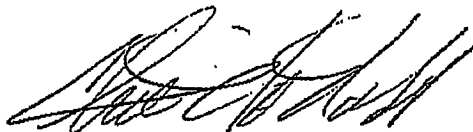
1. A Platting Determination Letter has been issued by the City Development Department Planning Division on May 7, 2014.
2. A Zoning Verification Letter has been issued by City Development Department, on May 21, 2014, indicating the current zoning of the Project is C-4 and a special permit for a transitional living facility was not required for the Project.
3. A Grading Permit (BLDG14-00064) which was issued on August 11, 2014.
4. A Storm Water Pollution Control Permit has been obtained (SUSP14-00162) which was issued on August 11, 2014.
5. A Demolition Permit has been obtained (BDEM 14-00130) which was issued on September 4, 2014. The demolition work for this Project has already been completed.
6. A Water and Wastewater Application for Service was submitted on September 4, 2014.

Please provide us with written confirmation that the Project is vested in the ordinances and rules of the City of El Paso in effect at the commencement of the Project. Specifically, please include confirmation that the Project is not subject to the ordinance adopted on September 9, 2014. If you require any further information, please do not hesitate to contact me

RECEIVED
OCT 27 2014
CITIZEN ATTORNEY

Very truly yours,

GORDON DAVIS JOHNSON AND SHANE P.C.

A handwritten signature in black ink, appearing to read 'Charlie McNabb', written in a cursive style.

Charlie McNabb

Cc: City Attorney

CMCN/jrtho

Encls:

RECEIVED
OCT 27 2014
GENERAL COUNSEL

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS

CITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

May 7, 2014

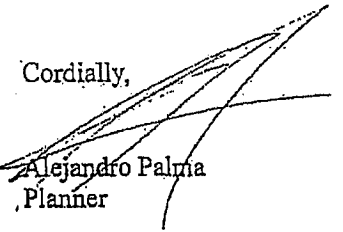
RE: Subdivision Verification for 910 & 920 Wyoming; 915, 917 & 919 Missouri; and 605 Ange and identified as All of Lots 3,4,5,6,7,8,9,10,11,12,13,14,15,16,19,20, and the Westerly 14 feet of Lot 17, and the Easterly 18 feet of Lot 18, together with the Westerly 170 feet of a 20 foot wide Easterly and Westerly Alley which was closed by instrument dated 11/01/1928 and filed for record in Volume 498, Page 171, Real Property Records of El Paso County, Texas; an all of Lots 1 and 2, SAVE AND EXCEPT the Northerly 48 feet, 6 inches thereof, all in Block 240, CAMPBELL ADDITION, in the City of El Paso, El Paso County, Texas.

To Whom It May Concern:

Attached please find the Platting Determination Certificate you requested for the property identified as All of Lots 3,4,5,6,7,8,9,10,11,12,13,14,15,16,19,20, and the Westerly 14 feet of Lot 17, and the Easterly 18 feet of Lot 18, together with the Westerly 170 feet of a 20 foot wide Easterly and Westerly Alley which was closed by instrument dated 11/01/1928 and filed for record in Volume 498, Page 171, Real Property Records of El Paso County, Texas, an all of Lots 1 and 2, SAVE AND EXCEPT the Northerly 48 feet, 6 inches thereof, all in Block 240, CAMPBELL ADDITION, in the City of El Paso, El Paso County, Texas. The Certificate acknowledges that a subdivision replat is not required. The determination is based on the properties existing in their current state since before June 1, 2008, when metes & bounds splits were allowed by the subdivision code.

If you have any questions, please call me at (915) 212-1607.

Cordially,


Alejandro Palma
Planner

City Development Department
222 S. Campbell | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 541-4622



Mayor
Cesar Luyster

City Council

Ward 1
Ann Mogen Liby

Ward 2
Larry Romero

Ward 3
Ernie Acosta

Ward 4
Carl E. Robinson

Ward 5
Dr. Michael R. Moore

Ward 6
Eddie Holston

Ward 7
Luis E. Limon

Ward 8
Conney O. Hiland

City Manager
Jesse A. Wilson

PLATTING DETERMINATION CERTIFICATE
CITY OF EL PASO, TEXAS

The City Development Department has reviewed your request to make a Platting Determination on the property described below pursuant to Section 19.37.140 of the El Paso Subdivision Ordinance. This is to certify the following:

A subdivision replat is **not** required for the property described below.

Street Address: 910 & 920 Wyoming; 915, 917 & 919 Missouri; and 605 Ange

Legal Description: All of Lots 3,4,5,6,7,8,9,10,11,12,13,14,15,16,19,20, and the Westerly 14 feet of Lot 17, and the Easterly 18 feet of Lot 18, together with the Westerly 170 feet of a 20 foot wide Easterly and Westerly Alley which was closed by instrument dated 11/01/1928 and filed for record in Volume 498, Page 171, Real Property Records of El Paso County, Texas, an all of Lots 1 and 2, SAVE AND EXCEPT the Northerly 48 feet, 6 inches thereof, all in Block 240, CAMPBELL ADDITION, in the City of El Paso, El Paso County, Texas.

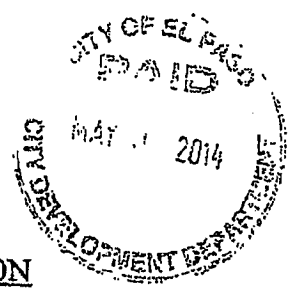
Deed Reference: Volume: 900 Page: 0821 Date Recorded: May 31, 1978



By: _____
For Subdivision Coordinator,
City Development Department

Date: 5/7/2014

SUPD14-00089



PLATTING DETERMINATION APPLICATION
CITY OF EL PASO, TEXAS

I, W. David Bernard, hereby request that the City Development Department make the following determinations regarding the property described below pursuant to Section 19.37.14 of the El Paso Subdivision Ordinance:

- (1) Whether a subdivision plat is required under the laws of the State of Texas and the ordinances of the City of El Paso, Texas; and
 - (2) If a subdivision plat is required, whether one has been reviewed and approved by the El Paso City Plan Commission and filed with the El Paso County Clerk.
 - (3) Is further platting required?
- Required Documentation for Platting Determination:

- Proof of Ownership (*Warranty Deed*)
- Copy of Plat Plan or Survey

Street Address: 910 and 920 Wyoming, 915, 917 and 919 Missouri and 605 Ange

Legal Description: See attached

Deed Reference: Volume: 900 Page: 0821 Instrument No: _____
and Date recorded: May 31, 1978

Refer to Schedule C for
Current fees

ScottHulse PC, on behalf of buyer

W. David Bernard

W. David Bernard, Attorney

May 5, 2014

Date

Legal Description

All of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, and the Westerly 14 feet of Lot 17, and the Easterly 18 feet of Lot 18, together with the Westerly 170 feet of a 20 foot wide Easterly and Westerly Alley which was closed by Instrument dated 11/01/1928 and filed for record in Volume 498, Page 171, Real Property Records of El Paso County, Texas, and all of Lots 1 and 2, SAVE AND EXCEPT the Northerly 48 feet, 6 inches thereof, all in Block 240, CAMPBELL ADDITION, in the City of El Paso, El Paso County, Texas.

RECEIPT

ELPASO
ELPASO
2 CIVIC CENTER PLAZA
City of El Paso

Application: SUPD14-00089
Application Type: Planning/Subdivision/Plat Determination/NA
Address: 910 Wyoming,

Receipt No.	Ref Number	Amount Paid	Payment Date	Cashier ID	Received	Comments
	174526	\$30.74	05/06/2014	LAMASMX	In Person	

Owner Info.: Scott Hulse for W David Bernard

EL PASO,

Work Description: 910-920 Wyoming, 915, 917 and 919 Missouri, and 605 Ange

ScottHulse PC
ATTORNEYS AT LAW

RICHARD G. MÜNZINGER
G. RUSSELL HILL
DAVID P. HASLER
W. DAVID BERNARD
STUART R. SCHWARTZ
ROBERT R. FEUILLE
JEFFREY C. BROWN*
BERNARD D. FELSEN
MICHAEL D. STELL
R. GLENN DAVIS*
ROSEMARY MORALES MARIN
M. MITCHELL MOSS*
HENRY J. PACU
JOSE LUIS CARDONELL
CAREY S. STEVENSON*

JOSEPH BALSIGER*
RYAN HOOVER*
ALEJANDRO SOTELO*
FRANCISCO J. ORTEGA
MELISSA A. BAEZA
PRISCILLA MARGUEZ*
MIRANDA BARTON
JAMES FEUILLE*
JOSHUA DWYER*
ANDREA CORTINAS
ROBERTO CHAVEZ
LAUREN SERRANO
JOHN COLLINS
DAVID HANSEN*

* ADMITTED IN TEXAS AND NEW YORK
* ADMITTED IN TEXAS AND NEW MEXICO
* ADMITTED IN NEW MEXICO
* ADMITTED IN MEXICO

SCOTTHULSE.COM

1100 CHASE TOWER
201 EAST MAIN DRIVE
EL PASO, TEXAS 79901

POST OFFICE BOX 89123
EL PASO, TEXAS 79999-9123
TELEPHONE (915) 533-2493
FACSIMILE (915) 546-8333

OFFICES IN EL PASO AND LAS CRUCES

May 5, 2014

Raul Garcia, Senior Planner
City of El Paso
Planning Department
222 South Campbell
El Paso, TX 79901

Via Hand Delivery

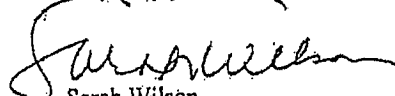
RE: 910 and 920 Wyoming; 915, 917 and 919 Missouri; and 605 Ange. City of El Paso, El Paso County, Texas.

Dear Raul:

This firm of attorneys represents the proposed buyer for the above referenced Property. Pursuant to such proposed purchase, I have attached hereto a Platting Determination Application for the above referenced property. I have attached the deed and survey as well. On behalf of the proposed buyer, we are requesting a determination on whether the purchase and sale of the property requires a replat of such property.

I have also enclosed a check in the amount of \$30.74 as the fee for the platting determination. We appreciate your time and assistance in this matter. If you should have any questions or comments, please call me at 915 546-8354.

Very truly yours,


Sarah Wilson
Legal Assistant

enclosures

12/3/16

NOTICE Prepared by the State Bar of Texas for use by lawyers only. To select the proper form, fill in blank spaces, strike out superfluous or insert needed terms constituting the practice of law. No "standard form" can meet all requirements.

18153

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS
COUNTY OF EL PASO

} KNOW ALL MEN BY THESE PRESENTS:

That ACHE LAUNDRY CO., a Texas corporation with its principal place of business in El Paso and State of Texas for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the sum of \$170,500.00, as evidenced by one first vendor's lien note of even date herewith in the principal sum of \$170,500.00, plus interest, signed by the grantee herein and payable to the order of the grantor herein as therein set forth;

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to WILLIAM B. HARDIE, SR., Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto RODOLPH SANDOVAL of the County of El Paso and State of Texas, all of the following described real property in El Paso County, Texas, to-wit:

800-0821

All of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20 and the Westerly 14 Feet of Lot 17, and the Easterly 18 Feet of Lot 18, together with the Westerly 170 Feet of a 20-Foot Wide Easterly and Westerly Alley which was closed by Agreement, dated November 1, 1928 and filed for record in Book 498, Page 171 of the Deed Records of El Paso County, Texas, and all of Lots 1 and 2, save and except the Northerly 48 Feet, 6 Inches thereof;

all in Block 240, CAMPBELL ADDITION to the City of El Paso,
El Paso County, Texas,

This property is conveyed subject to all utility easements, easements
and prescriptive rights which are not of record, but which are apparent
upon the property and taxes and assessments for the current year and
subsequent years,

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and
appurtenances thereto in anywise belonging unto the said ^{Grantor does} ~~Grantor~~ ^{his} ~~he~~ heirs and assigns
forever and ~~he~~ ^{he} hereby binds ~~itself, its~~ ^{successors and assigns} ~~heirs and assigns~~ to
WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, ~~his~~
heirs and assigns, against every person whatsoever lawfully claiming or to claim the same or any part
thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title In and to the above
described premises, is retained against the above described property, premises and improvements until the above
described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof,
when this Deed shall become absolute.

EXECUTED this 30 day of May, A. D. 1978.

ACME LAUNDRY CO.
BY [Signature]
President

900-0822

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A. D. 19 _____

Notary Public in and for _____ County, Texas.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A. D. 19 _____

Notary Public in and for _____ County, Texas.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A. D. 19 _____

Notary Public in and for _____ County, Texas.

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared F. BARRON FLETCHER, JR.
President of ACME LAUNDRY CO.,
a corporation known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.
Given under my hand and seal of office on this the 30th day of July, A. D. 1978.

WILLIAM W. WELLS, Notary Public
in and for El Paso County, Texas
My commission expires Nov 30, 1978

Notary Public in and for El Paso County, Texas.

1547.65

12352

WARRANTY DEED
WITH VENDOR'S LIEN

FILED FOR RECORD

ACHE LAUNDRY CO.

79 MAY 31 AM 11:36

Anna O. Stege

TO

RUDOLPH SANDOVAL

STATE OF TEXAS COUNTY OF EL PASO
I hereby certify that the instrument was filed
on this date and was indexed for record in the
public records of the County of El Paso, Texas
at the office of the County Clerk of said County, El Paso,
Texas, on this day of May, 1936.



MAY 31 1936

L. Thomas M. E. Powell
County Clerk, El Paso, County, Texas

PREPARED IN THE LAW OFFICE OF
Hardie, Armstrong, Sergeant
& Hardie
16A El Paso National Bank Bldg.
El Paso, Texas 79901

PLEASE RETURN TO:
Richard Sandoval
1506 N. Mesa
El Paso, Texas

800-0824

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS

City Development Department

May 21, 2014



REVISED

Ed Coleman
Odom Investments, Inc.
7100 Westwind, Suite 230
El Paso, TX 79912

Re: 910 and 920 Wyoming, 915, 917 and 919 Missouri, and 605 Ange, El Paso, Texas
(see enclosed legal descriptions)

Mr. Coleman:

In response to your request concerning zoning verification for the referenced properties, the following are our findings:

1. The referenced properties are zoned C-4 (Commercial). The purpose of the C-4 district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the district are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. A zoning map is enclosed.

2. The use of transitional living is defined in the El Paso City Code, Title 20, Zoning, Chapter 20.02, Definitions, Section 20.02.1105, Transitional housing;

"Transitional housing" means a facility that provides temporary housing and appropriate supportive services to four or more persons, in order to facilitate their transition to independent living and a more permanent form of housing. This use includes, but is not limited to, housing for:

1. Victims of domestic violence;
2. Homeless women and children;
3. Homeless families;
4. Homeless men;
5. Halfway houses;
6. Runaway shelters;
7. Drug addiction and recovery centers.

All special permits issued for transitional housing shall expire without any further action by the city council when: the use for which the permit was issued changes to another use; the facility ceases to operate for one hundred twenty days or more; the facility has a change in ownership; or the occupancy changes. For example, if a special permit was issued to provide transitional housing for women and children,

Mayor
Oscar Leeser

City Council

District 1
Ann Morgan Lilly

District 2
Larry Romero

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michael R. Nee

District 6
Esteban Higuera Jr.

District 7
Libby Larsari

District 8
Carmen C. Miranda

City Manager
Joyce A. Wilson

City Development Department,
222 S. Campbell | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-1569

EL PASO. IT'S ALL GOOD.

Mr. Coleman
May 21, 2014
Page 2

and the facility changes to one offering housing and services to homeless men, the previously granted special permit will expire and a new special permit will be required.

3. As stated, the referenced properties are zoned C-4. Transitional housing is permitted by right in the C-4 zone district. A special permit is not required for a transitional living facility on the referenced properties.

The El Paso Municipal Code, Title 20, Zoning, is available online at <http://www.elpasotexas.gov/virtual.asp>. Please also refer to Appendices A, B and C: the Tables of Permissible Uses, Density and Dimensional Standards and Parking Requirements and Standards.

If you have any questions regarding this letter, please call me at (915) 212-1611.

Sincerely,

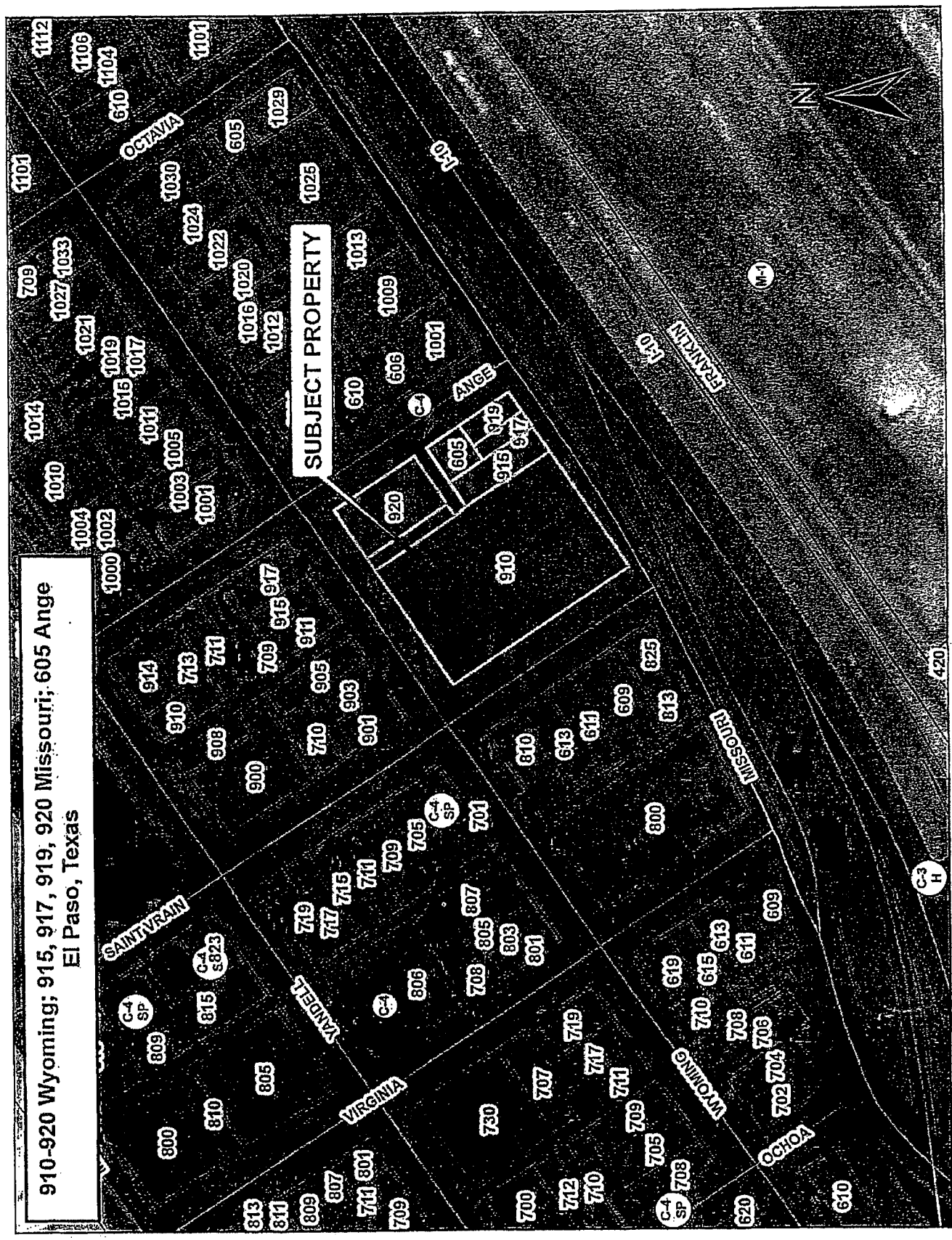


Linda Castle
Senior Planner

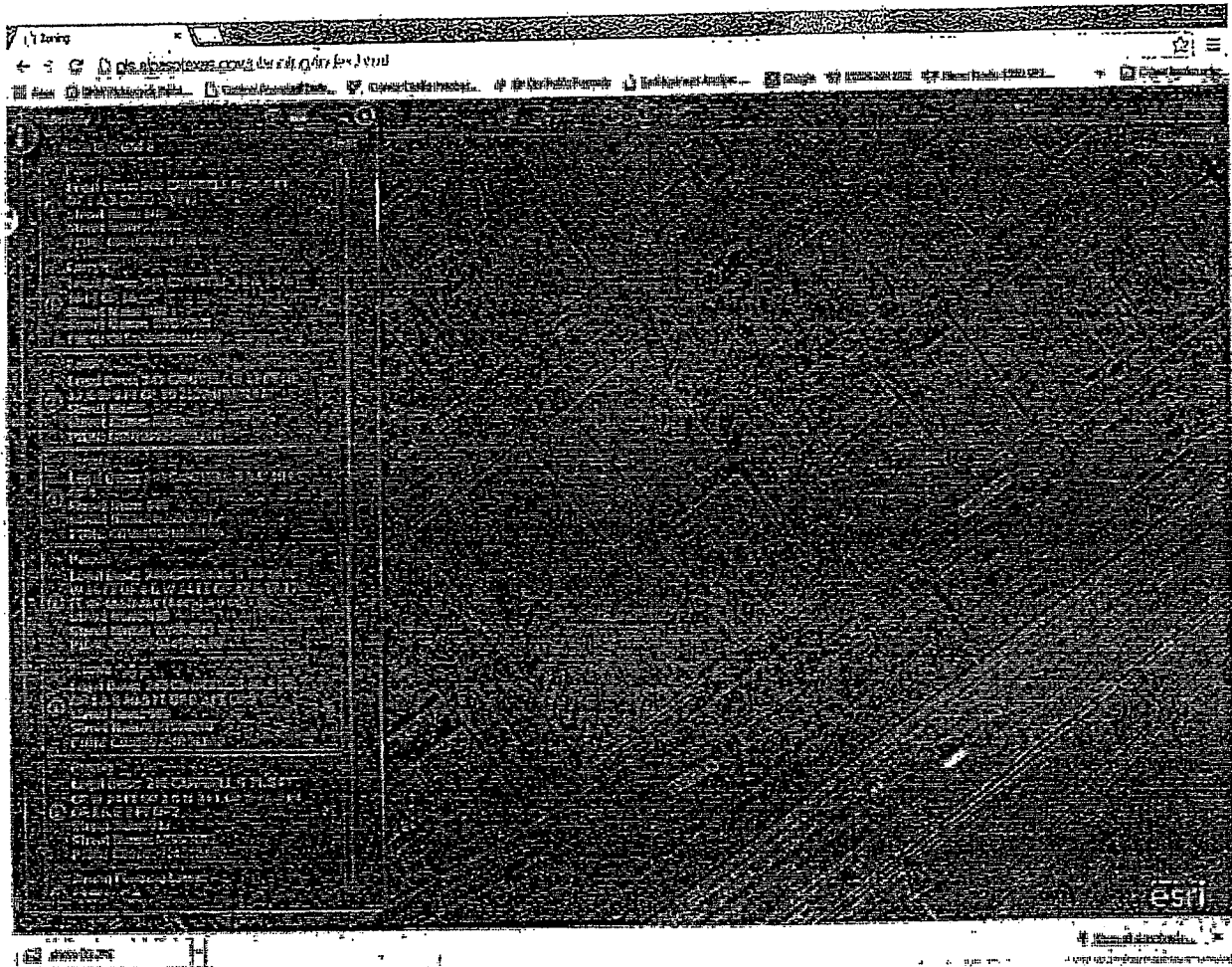
Enclosures: Zoning Map
Your property information

910-920 Wyoming; 915, 917, 919, 920 Missouri; 605 Ange
El Paso, Texas

SUBJECT PROPERTY



PIDN	Street No.	Street Name	Legal Description
C05099924009100 ✓	920	Wyoming	240 Campbell 19 & 20 & E 18 FT of 18
C05099924000100 ✓	605	Ange	240 Campbell N 48.5 FT of 1 & 2 (2522 SF)
C05099924001100 ✓	919	Missouri	240 Campbell S 68.5 FT of 1 & S 68.5 FT of E 2 FT of 2
C05099924002100 ✓	917	Missouri	240 Campbell S 71.5 Ft of W 24 FT of 2 & 3 FT of S 71.5 FT of 1 & E 2 FT of 2
C05099924003100 ✓	915	Missouri	240 Campbell 3 & E 10 FT of
C05099924004100 ✓	910	Wyoming	240 Campbell 5 to 16 & W 16 FT of 4 & W 14 FT of 17 & W 170 of CLSD ALY (44461.69 SF)
C05099924008100	-	Alley	240 Campbell E 12 FT of 17 & W 9 FT of 18 2520.00 SF





ZONING VERIFICATION APPLICATION
CITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

City of El Paso, Texas
811 Texas Avenue
El Paso, TX 79901
Phone (915) 541-4558
Fax (915) 541-4725

1. CONTACT INFORMATION

NAME: Ed Coleman COMPANY NAME: Odum Investments Inc.
ADDRESS: 7100 Westwind, Suite 230
CITY: El Paso STATE: TX ZIP CODE: 79912
PHONE: 915-584-8320 FAX: _____
E-MAIL ADDRESS: colemaned@sbcglobal.net

2. PARCEL INFORMATION

STREET ADDRESS OR LOCATION: 910/920 Wyoming; 915, 917, 919, 920 Missouri 605-Angie
PROPOSED USE: Transitional Living - Phalarthropoc
LEGAL DESCRIPTION: Pip attachment

Note: If the legal description consists of portions of lots or blocks or if a legal subdivision has not been recorded, a survey or a written, sealed metes and bounds description may be required in order to process this application.

Central Appraisal District Property Identification Number (PIDN) see, attached

3. I AM REQUESTING THE FOLLOWING INFORMATION (check all boxes that apply)

The zoning district designation for this property, including any zoning conditions, special contracts, or special permits.

• One parcel with <i>no</i> zoning conditions, special contracts, or special permits . . .	\$28.62
Each additional parcel	\$6.36
• One parcel with zoning conditions, special contracts, or special permits	\$59.36
Each additional parcel	\$12.72

Permitted uses for this property.

Masonry Screening Wall Height Increase above 6 ft, where abutting City property . . . \$73.14

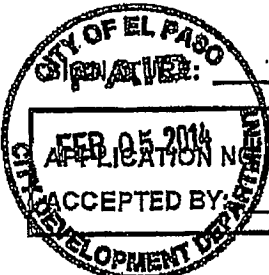
Masonry Screening Wall Requirement Waiver \$73.14

Classification of use from the Zoning Administrator \$44.52

Specific zoning request. An additional fee of \$27.56 + \$32.92 per each 1/2 hour of staff Research may apply. See Note below.

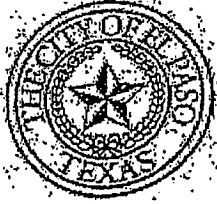
Other: _____

Note: For certificates of occupancy, building permit documents or information about code violations, send request to OpenRecords@elpasotexas.gov.



DATE: 2/5/15

****OFFICE USE ONLY****
RECEIVED DATE: 215114
APPLICATION FEE: \$ 60.42
APPROVED BY: [Signature]
APPLICATION NO: DEVE14-00079
ACCEPTED BY: [Signature]



City of El Paso

Receipt Number: 1107462

Date: 2/5/2014 2:12:56 PM

Project Name: RESCUE MISSION OF EL PASO

Address: EL PASO, TX

Line Items:

Case No.	Description	Address	Revenue Account No.	Amount Paid
PZVE14-00029	Zoning letter, basic, one or more contiguous parcels, no zoning conditions	EL PASO, TX	280-28020-1000-P2819 - 441280	\$60.42
PZVE14-00029	Credit Card Fee	EL PASO, TX	999-99999-1000 - 450640	\$1.20
GRAND TOTAL FOR THE LINE ITEMS:				\$61.62

Payments:

Record No.	Method	Payor	CC Auth Code	Cashier	Check No.	Amount Paid
PZVE14-00029	Credit Card	Ed Coleman	06858D	RANGELVX		\$61.62
TOTAL PAYMENTS:						\$61.62

This is a receipt for payment ONLY.
This is not a permit or a license.



City of El Paso
Engineering & Construction Mgmt.
Grading Permit Commercial

El Paso

Site Address: *FV* 910 Wyoming, EL PASO, TX

Permit No: BLDG14-00064

Issued: 08/11/2014

Project Name: RESCUE MISSION OF EL PASO
CENTER FOR TRANSITIONAL
HOUSING AND RELATED USES

Expires: 2/7/2015

Owner/Applicant
RESCUE MISSION OF EL PASO
910 WYOMING
EL PASO, TEXAS 79901

Contractor
Jordan Foster Construction, Llc
7700 Cf Jordan Dr
El Paso, TX 79912

WORK AUTHORIZED: HOMELESS SHELTER OPERATED BY RESCUE MISSION OF EL PASO.

Zoning: undefined
Special Condition: No
Use: Commercial
Flood Plan: No
Area Disturbed: Acres
Cut: 20 Cu. Yards
Fill: 20 Cu. Yards

Mountain Deleopment Area:
Use:
Cut Depth: Ft
Fill Depth: Ft
Cross Slope: %
Description:

Waste Permit No.:

Hauling Route:

Borrow Permit No.:

*** NOTICE ***

Application shall comply with the "Grading Ordinance" Chapter 18.44 of the Municipal Code.

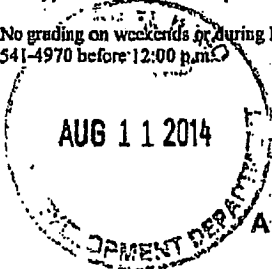
All permits, except Borrow and Waste Permits, are valid for one (1) year from date of issuance. Extensions may be granted if requested one month prior to expiration date.

Borrow and Waste Permits are valid for six (6) months from date of issuance; no extensions will be granted. After expiration, a re-application is required.

This grading permit is approved on basis of the data provided by the applicant. Any misrepresentation of false information will VOID this permit.

The applicant assumes all responsibility and liability for any loss or damage to persons or property, which may result from this application.

No grading on weekends or during holidays unless authorized by the Development Services Department. For weekend or holiday grading call 541-4970 before 12:00 p.m.



[Signature]

Contractor's, Owner's or Agent's Signature

[Signature]

Issued By

A Minimum 24 Hour Notice Is Required For All Inspections
For inspections on City Right of Way Call (915) 541-4970



City of El Paso
 Planning & Economic Development
 Storm Water Pollution Control

El Paso

Developmental Services Department Approved PLANS and
 THIS CARD Must Be on the Job During Inspection

Site Address: *FW* 910 Wyoming, EL PASO, TX
 Permit No: SUSP14-00162 Issued: 08/11/2014
 Business Name: RESCUE MISSION OF EL PASO Expires: 2/7/2015
 CENTER FOR TRANSITIONAL HOUSING
 AND RELATED USES

Owner/Applicant

Contractor
 Jordan Foster Construction, Llc
 Cynthia Rogers
 7700 Cf Jordan Dr
 El Paso, TX 79912

Type: Storm Water Start Date: 08/07/2014
 Use: Commercial End Date: 08/06/2015
 Distributed Acres: Less than 1 acre NPDES:
 Confirmation No: 1471819018 Size: 1.07
 Via: Storm Drain
 Receiving Body of Water: Rio Grande

*** NOTICE ***

This application is to request review and approval of a Storm Drain Pollution Control Plan (SDPCP), in accordance with Chapter 15.20 of the Storm Water Management Ordinance of the El Paso Municipal code approved on January 27, 1998. If work is in conjunction with construction activities, the applicant shall comply with the "one call" notification system in Section 18.44.190 of the Grading Ordinance

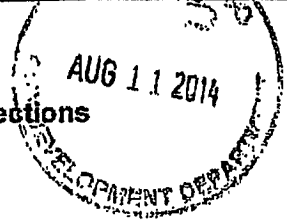
I agree to comply with all provisions of the El Paso Municipal Code

[Signature]

Contractor's, Owner's or Agent's Signature

[Signature]

Issued By



A Minimum 24 Hour Notice Is Required For All Inspections
 Call : (915) 541-4970



City of El Paso
 City Development Department
 Demolition Permit

El Paso

Site Address: 910 WYOMING AVE, EL PASO, TX 79902
 Permit No: BDEM14-00130

Issued: 09/04/2014
 Expires: 3/3/2015

Owner/Applicant
 SANDOVAL RUDOLPH
 910 WYOMING
 EL PASO, TX 79902

Contractor
 MFH ENVIRONMENTAL CORP
 JOSIE NICKOLAS
 1932 W PAISANO DR
 EL PASO, TX 79922

WORK AUTHORIZED: OFFICE DEMOLITION-ONLY

In-Progress _____

Building Final _____

Fire Department Final _____

*** NOTICE ***

1. This permit is issued in accordance with the provisions of Chapter 18.02 of the Municipal Code and the applicant, in accepting it, obligates himself to comply fully with all the provisions of the Municipal Code and other applicable codes and ordinances insofar as they affect this permit including, but not limited to, calling for all required inspections.
2. This building permit, or a copy thereof, shall be kept on the job site until completion of the project.
3. I hereby acknowledge that I have read this permit and state that the above information is correct, and agree to comply with all City, State and Federal laws regulating activities covered by this permit.

[Signature]
 Contractor's, Owner's or Agent's Signature

[Signature]
 Issued By

A Minimum 24 Hour Notice Is Required For All Inspections

24 Hour Telephone Inspection Request Line: (915) 313-6100
 For inspections on City Right of Way Call: (915) 212-1555



For Office Use Only
 Notification #

ASBESTOS/DEMOLITION NOTIFICATION FORM

DO NOT PREPARE THIS FORM FOR DEPARTMENT USE ONLY
 Date received: 5/20/14

TYPE OF NOTIFICATION: (Select one and fill in the requested information)

- ORIGINAL AMENDMENT No. ___ CANCELLATION
- EMERGENCY
 - Was emergency request made to the Regional Office or Environmental Health Notifications Group (EHNG) by phone? Yes No
 - If yes, the DSHS reference #: _____ and name of the Regional or EHNG representative with whom you spoke? _____
 - Date: 1/1 Time: _____ a.m. p.m.
 - Describe the reason for Emergency: _____
- ORDERED: (For structurally unsound facilities, attach copy of demolition order and identify Governmental Official)
 - Name: _____ Registration No. _____
 - Title: _____
 - Date of order (MM/DD/YY): 1/1 Date order to begin (MM/DD/YY): 1/1

(x)
 Below if
 Amended

AMENDMENTS: You must complete the entire form and mark the appropriate check box(es) along the left-hand side of this form to indicate amended information.

TYPE OF WORK

- Asbestos Abatement Demolition Annual Consolidated O&M Abatement/Demolition
- Is this a phased project? Yes No

FACILITY INFORMATION

1. Facility Location

- Description or Facility Name: Rescue Mission of El Paso Building
- Physical Address: 900 Wyoming Ave.
- County: El Paso City: El Paso Zip: 79902
- Facility Contact: Mr Blake Barrow Phone #:(915) 532-2762

2. Type of Facility (Select one)

- Public Federal Industrial/Manufacturing NESHAP-Only Public School K-12

3. Facility Details

- Description of Area/Room Number: commercial building Brick and plaster CMU walls with metal and wood studs
- Age of Building: 40 Size: 4200 Number of Floors: 1
- Is this building occupied? Yes No
- Prior Use: Auto Dealer lot
- Future Use: Unknown
- Date of Asbestos Survey/NESHAP Inspection: 09/21/14
- DSHS Inspector License #: 60-2637
- Analytical Method: PLM TEM Assumed Asbestos No Suspect Material
- DSHS Laboratory License #: 30-0235

WORK SCHEDULE/ASBESTOS AMOUNTS (Note: If the start date(s) entered below cannot be met, the DSHS Regional or Local Program office must be notified prior to the scheduled start date. Failure to do so is a violation of TAAHPA Section 295.61.)

1. Asbestos Abatement Work Schedule:

- Start date: 0/0/0 and End date: 0/0/0
- Work days: Mon. Tues. Wed. Thurs. Fri. Sat. Sun.
- Working hours: N/A a.m. p.m. to N/A a.m. p.m.

2. Demolition Work Schedule:

- Start date: 09/16/14 and End date: 09/19/14
- Work days: Mon. Tues. Wed. Thurs. Fri. Sat. Sun.
- Working hours: 8:00 a.m. p.m. to 5:00 a.m. p.m.

(x)
Below If
Amended

C. ASBESTOS AMOUNTS

Is Asbestos Present? Yes No (Complete the table below if asbestos is present)

Asbestos-Containing Building Material Type	Approximate amount of Asbestos						
	Pipes	Ln Ft	Ln M	Surface Area	SQ Ft	SQ M	Cu Ft
*Only mark the boxes below on this chart if they are being amended							
<input type="checkbox"/> RACM to be removed		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> RACM left in place during demolition		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Interior Category I non-friable removed		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Exterior Category I non-friable removed		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Category I non-friable left in place during demolition		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Interior Category II non-friable removed		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Exterior Category II non-friable removed		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Category II non-friable left in place during demolition		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> RACM Off-Facility Component							

DESCRIPTION OF WORK PRACTICES AND PROCEDURES

- 1. Description of procedures to be followed in the event that unexpected asbestos is found or previously non-friable asbestos material becomes crumbled, pulverized, or reduced to powder: Stop all work, notify appropriate agencies, amend notification, revise scope of work.
- 2. Description of planned demolition or abatement work, type of material, and method(s) to be used: This work involves the Demolition of the front offices 160 SF of space remaining the warehouse will be demolish with a backhoe using water for dust control
- 3. Description of work practices and engineering controls to be used to prevent emissions of asbestos at the demolition site: Wet methods, glove bag Hepa vac and spray mist with mini containment if needed

PROJECT INFORMATION

A. FACILITY OWNER

Facility Owner Name: Rescue Mission of El Paso
 Phone #: (915) 532-2575
 Attention: Mr. Blake Barrow Director
 Mailing Address: 1949 West Paisano Drive
 City: El Paso State: Texas Zip: 79922

B. ASBESTOS ABATEMENT CONTRACTOR #1

DSHS Asbestos Contractor License #: 80-0853
 Contractor Name: MFH Environmental Corp
 Address: 1932 W. Paisano Dr.
 City: El Paso State: Texas Zip: 79922
 Office Phone #: (915) 351-6004 Job-Site Phone #: (915) 351-6004

C. ASBESTOS ABATEMENT CONTRACTOR #2 (Only if there is more than one Contractor)

DSHS Asbestos Contractor License #: _____
 Contractor Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Office Phone #: () - - Job-Site Phone #: () - -

D. ASBESTOS SUPERVISOR

- DSHS Supervisor License #: N/A Site Supervisor: N/A
- DSHS Supervisor License #: N/A Site Supervisor: N/A

(x)
Below if
Amended

E. NESHAP TRAINED INDIVIDUAL

..... NESHAP Trained Individual: Manny Duran
Certification Date: 09/21/13

..... **F. DEMOLITION CONTRACTOR**

Demolition Contractor: MFH Environmental Corp
Address: 1932 W. Palsano Ave.
City: El Paso State: Texas Zip: 79922 Phone #: (915) 351-6004

..... **G. PROJECT CONSULTANT OR OPERATOR**

DSHS License No.: _____
Project Consultant or Operator: _____
Address: _____
City: _____ State: _____ Zip: _____ Phone #: () - _____

..... **H. Waste Transporter**


DSHS Waste Transporter License #: 40-0371
Waste Transporter: MFH Environmental Corp
Address: 1932 W. Palsano Ave.
City: El Paso State: Texas Zip: 79922
Contact Person: Ralph Nickolas Phone #: (915) 351-6004

..... **L. Waste Disposal Site**

TCEQ Permit #: SWM109102
Waste Disposal Site: Otero/Lincoln County Landfill
Address: 23 Miles South on Highway 54
City: Alamogordo State: NM Zip: 88003
Phone #: (505) 439-4355

CERTIFICATION STATEMENT

I hereby declare that I have examined this notification and, to the best of my knowledge and belief, all information provided is complete, true, and correct. I affirm that I am the owner, operator, or delegated agent and that I am responsible for the fee associated with this notification. I also understand that the owner, operator, or delegated agent is responsible for notification to the department.



(Signature of Owner, Operator or Delegated Agent)

Date: 09/02/14

Ramon A. Fierro Risk Safety Manager MFH Environmental
(Printed Name & Title)

E-mail Address: rferro@mfh-corp.com Phone #: (915) 351-6004

IMPORTANT INFORMATION

NOTIFICATION TIMELINESS REQUIREMENT:

Your Asbestos/Demolition Notification form must be postmarked no less than ten working days (not calendar days) prior to the start of any asbestos abatement or demolition.

FILING FEE: An invoice will be mailed to the facility owner upon completion of the project.

CALL FOR ASSISTANCE: (512) 834-6747 or (888) 778-9440 (toll free in Texas)

MAIL FORM TO:

ENVIRONMENTAL HEALTH NOTIFICATIONS GROUP
TEXAS DEPARTMENT OF STATE HEALTH SERVICES
PO BOX 143538
AUSTIN, TX 78714-3538



APPLICATION FOR NEW WATER OR SANITARY SEWER SERVICE

Contract # _____

Owner's Name Rescue Mission of El Paso, Inc. Mailing Address 1949 W. Paisano 7992
Last Name First Name Zip Code

LEGAL DESCRIPTION OF PREMISES:

Official Address 910 Wyoming Name of Addition Campbell
Addition Block Number 240 Campbell Lot Numbers _____
Include numbers of all full lots and number and description of partial lots within the boundaries of the Premises.

TYPE OF OCCUPANCY

Single Residence Duplex Residence Apartment House Store Other Type Homeless Shelter
(Specify)

SERVICE OR SERVICES DESIRED

INSTALL WATER SERVICE: Domestic Yardmeter Fireline Standpipe
Size 3" Location E. Missouri Want Service Frozen
ENLARGE PRESENT SERVICE: Size _____ Relocate _____
PROVIDE SANITARY SEWER TAP: Size 6" Location St. Vrain Taps Required _____
 Existing Mains _____ Extension Required Water Sewer

CHARGES				
Description	Footage	Rate	Frontage Deposits	Sub-Total
Water Frontage				
Sewer Frontage				
<input type="checkbox"/> Credit <input type="checkbox"/> Deposit Water Frontage				
<input type="checkbox"/> Credit <input type="checkbox"/> Deposit Sewer Frontage				
Paving				
Installation				
Meter Deposit				
Add Frontage Deposits to Sub Total		Sub Total		
Dist/Secl: _____			Total Cost	

PREVIOUS SERVICE:

Folio#:

Date:

Code:

Legal:

Contract #:

W.S. #:

Notes:

This filing is to obtain costs on the above installations and it is understood that there will be prepared the necessary contract or contracts for the above indicated work, if the Rules and Regulations of the Public Service Board so permit. It is further understood that the filing of this application in no way obligates the applicant to the El Paso Water Utilities, or is an indication that the applicant will make contract, or contracts, for the service applied. Nothing herein creates a contractual obligation on the El Paso Water Utilities, and the prices or charges quoted herein are subject to change. No price or charge quoted will remain valid for a period of more than 90 days from the date of this application.

Applicant Rescue Mission of El Paso Signature Blake W. Barris
Please Type or Print Phone 915-241-0240

Address _____ Space Below for System Office Record

Installation and Service Contract Number _____
Taken By O.Ch. Date 09/04/2014 Charges Computed By _____ Date _____

RECEIVED
OCT 27 2017
CALIFORNIA

EXHIBIT A-3

LEE PARCEL

A PORTION OF LOTS 20 – 23, LOTS 24 – 48, AND PORTION OF LOTS 49-53 AND ADJACENT CLOSED ALLEY, BLOCK 71, COTTON ADDITION, AN ADDITION TO THE CITY OF EL PASO, WHICH PROPERTY IS COMMONLY KNOWN AS 221 N. LEE STREET.

EXHIBIT "B"

DEED

**[THE FORM OF SPECIAL WARRANTY DEED IS UNCHANGED
AND THE EXHIBIT REMAINS THE SAME AS EXHIBIT "B" ATTACHED
TO THE EXECUTED CONTRACT OF SALE]**

EXHIBIT "C"

BILL OF SALE

**[THE FORM OF BILL OF SAME IS UNCHANGED
AND THE EXHIBIT REMAINS THE SAME AS EXHIBIT "C" ATTACHED
TO THE EXECUTED CONTRACT OF SALE]**

EXHIBIT "E"

ESCROW AGREEMENT

**[THE FORM OF ESCROW AGREEMENT IS UNCHANGED
AND THE EXHIBIT REMAINS THE SAME AS EXHIBIT "E" ATTACHED
TO THE EXECUTED CONTRACT OF SALE]**

EXHIBIT "F"

VESTING RIGHTS LETTER

**[THE VESTING RIGHTS LETTER IS UNCHANGED
AND THE EXHIBIT REMAINS THE SAME AS EXHIBIT "F" ATTACHED
TO THE EXECUTED CONTRACT OF SALE]**