

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

DEPARTMENT: El Paso Water Utilities - Public Service Board (EPWater)

AGENDA DATE: Introduction - 05/01, 2018
Public Hearing - 05/15, 2018

CONTACT PERSON/PHONE: Cynthia Osborn, Real Estate Manager and Counsel, 594-5636

DISTRICT(S) AFFECTED: None. Subject property located outside City limits

SUBJECT: APPROVE the following Ordinance

An Ordinance authorizing the City Manager to sign a Contract of Sale, a Special Warranty Deed, and any other documents necessary to convey to The City of Socorro, Texas, a 10.327 acre parcel of land being all of Tracts 1B and 13, Block 23, and all of Tracts 4A-1, 4B and 7, Block 24, Socorro Grant, El Paso County, Texas, located at 10664 Socorro Road in El Paso County, Texas. (District: Outside City limits)

EPWater, Cynthia Osborn, Real Estate Manager and Counsel. (915) 594-5636

BACKGROUND / DISCUSSION:

This parcel of land, located outside the City limits, is owned by the City of El Paso and managed by the El Paso Water Utilities - Public Service Board (EPWater). The City of Socorro has been leasing the property from EPWater for use as a public recreation area (Cougar Park) since 1987. In June 2014, the City of Socorro approached EPWater about purchasing the property.

On July 9, 2014, the Public Service Board deemed the property inexpedient to the water system and authorized the President/CEO of EPWater to obtain an appraisal of the property and thereafter to forward the recommendation to City Council for approval.

The appraisal obtained by EPWater, dated September 15, 2014, valued the property at \$445,000.00. After many months of discussing the merits of EPWater's commissioned appraisal, the City of Socorro obtained their own appraisal dated September 27, 2015, which valued the property at \$328,500.

On March 8, 2017, The Public Service Board approved the sale of the property to the City of Socorro for \$386,775, which split the difference between the two appraised values and authorized the President/CEO to sign any and all necessary documents and to forward the recommendation to the El Paso City Council for approval.

PRIOR COUNCIL ACTION:

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

October 6, 2015, the City Council approved the sale of approximately 0.2281 acres of land owned by the City of El Paso and managed by EPWater, to El Paso Electric for expansion of a substation.

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On July 9, 2014, the El Paso Water Utilities Public Service Board declared the property inexpedient to the system and authorized the President/CEO to sell the property.

On March 8, 2017, the El Paso Water Utilities Public Service Board approved the sale of the property to the City of Socorro for \$386,775 and authorized the President/CEO to forward the recommendation to the El Paso City Council for approval.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT CYNTHIA OSBORN TO PICK UP THE DOCUMENTS. 594-5636. THANK YOU.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE, A SPECIAL WARRANTY DEED, AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY TO THE CITY OF SOCORRO, TEXAS, A 10.327 ACRE PARCEL OF LAND BEING ALL OF TRACTS 1B AND 13, BLOCK 23, AND ALL OF TRACTS 4A-1, 4B AND 7, BLOCK 24, SOCORRO GRANT, EL PASO COUNTY, TEXAS, LOCATED AT 10664 SOCORRO ROAD IN EL PASO COUNTY, TEXAS.

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

WHEREAS, the City of Socorro, Texas submitted a request to purchase property it has been leasing since July 1, 1987 for use as a public recreation area, and such property is contained within EPWater land inventory; and

WHEREAS, at its regular meeting on July 9, 2014, the Public Service Board determined that approximately 10.327 acres of land being all of Tracts 1B and 13, Block 23, and all of Tracts 4A-1, 4B, and 7, Block 24, Socorro Grant, El Paso County, Texas, located at 10664 Socorro Road, El Paso County, Texas to be inexpedient to the water system and authorized the President/CEO to have the land appraised and thereafter to forward the recommendation to El Paso City Council for approval; and,

WHEREAS, at its regular meeting on March 8, 2017, the Public Service Board approved the sale of the property to the City of Socorro, Texas for the amount of \$386,775.00, and authorized the President/CEO to sign any and all necessary documents and to forward the recommendation to the El Paso City Council for approval; and

WHEREAS, Section 272.001(b)(5) of the Texas Local Government Code provides that a political subdivision of the state may convey real property to a governmental entity that has the power of eminent domain without giving notice and requesting sealed bids; and

WHEREAS, the El Paso City Council finds that it is in the public interest to convey the identified property to the City of Socorro, Texas,

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

That the City Manager is authorized to sign a Contract of Sale, Special Warranty Deed and any other necessary documents, in a form approved by the City Attorney's Office, conveying to the City of Socorro, Texas the following identified real property:

Approximately 10.327 acres of land being all of Tracts 1B and 13, Block 23, and all of Tracts 4A-1, 4B and 7, Block 24, Socorro Grant, El Paso County, Texas as more

CITY CLERK DEPT.
2018 APR 23 AM 8:39

particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this _____ day of _____, 2018.


CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

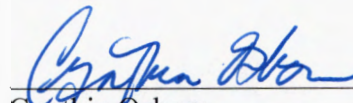
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT AND FORM:



Cynthia Osborn
EPWU Real Estate Manager and Counsel

Prepared For: El Paso Water Utilities
Date: 08-03-2017
Being all of Tracts 1-B and 13, Block 23 and
all of Tracts 4-A1, 4B, and Tract 7, Block 24,
Socorro Grant, City of Socorro, El Paso County, Texas
W.O. # 071417-10

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

Cougar Park

Description of a 10.327-acre parcel of land more or less Being all of Tracts 1-B and 13, Block 23 and all of Tracts 4-A1, 4B, and Tract 7, Block 24, Socorro Grant, City of Socorro, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found 3/4" Ø rebar located along the westerly right-of-way line of Socorro Road (right-of-way varies) and the southeast corner of Castro Segal Subdivision as filed in instrument number 20030038746, El Paso County, Texas File Clerk's Office, Plat Records and the northeast corner of Tract 2, Block 23, Socorro Grant, Book 3757, Page 1850, El Paso County, Texas File Clerk's Office, Deed Records from which a found iron pipe, bears North 17°38'00" West a distance of 380.67 (380.20 record) feet, said iron pipe being at the northeast corner of Tract 4, Block 23, Socorro Grant Survey dated November 1927; Thence North 88°15'00" West along the northerly line of Tract 2, Block 23, a distance of 84.50 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar being northwest corner of said tract, said rebar also being the Point of Beginning;

Thence South 4°51'00" East a distance of 296.71 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, set on the northerly boundary line of Tract 4-B-1 described September 30, 1961, in Book 1629, Page 267, Deed Records, El Paso County, Texas;

Thence South 69°07'00" West continuing along said boundary line a distance of 13.05 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar being the northwest corner of Tract 4-B-1, Block 24, Socorro Grant;

Thence South 15°41'00" East continuing along said boundary line a distance of 170.01 feet 1/2" Ø rebar with yellow plastic cap stamped Tx 5572 set on the southwest corner of Tract 4-B-1-A, Block 24, Socorro Grant, described July 3, 1975, in Book 613, Page 1562, Deed Record, El Paso County, Texas;

Thence North 61°38'00" East along said boundary line a distance of 153.12 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar being the southeast corner of Tract 4-B-1-A, Block 24, Socorro Grant and lying along the westerly right-of-way line of Socorro Road;

Thence along said right-of-way line South 15°41'00" East a distance of 231.32 feet set 1/2" Ø rebar with yellow plastic cap stamped Tx;

Thence continuing along said right-of-way, along the arc of a curve to the left a distance of 144.82 feet, whose radius is 2894.01 feet, whose central angle is 02°52'02" and whose chord bears South 17°07'01" East a distance of 144.80 feet to 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, set on the northerly line of described by City of El Paso Resolution dated May 4, 1965;

Thence South 64°40'30" West along said boundary line a distance of 409.32 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572;

Thence South 02°06'00" East continuing along said boundary line a distance of 27.33 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar lying along the easterly right-of-way line of the Franklin Drain (120' Right-of-Way);

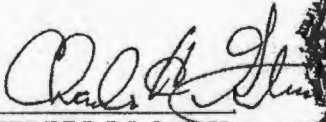
Thence along said easterly right-of-way line North 36°22'00" West a distance of 844.08' feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar being southwest corner of Tract 12-A-3, Block 23, Socorro Grant, Book 1996, Page 1023, El Paso County, Texas File Clerk's Office, Deed Records;

Thence North 48°32'00" East a distance of 82.60 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572;

Thence North 36°07'00" East a distance of 83.00 feet set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572;

Thence North 37°44'00" East a distance of 206.70 feet to a found concrete monument, said monument being the southeast corner of Tract 12-A, Block 23, Socorro Grant, Book 1996, Page 1031, El Paso County, Texas File Clerk's Office, Deed Records and southwest corner of Castro Segal Subdivision as filed in instrument number 20030038746, El Paso County, Texas File Clerk's Office, Plat Records;

Thence South 88°15'00" East a distance of 333.59 feet to the Point of Beginning and containing in all 449,838 square feet or 10.327 acres of land more or less.

8/7/2017 
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra



NOTE: A SURVEY PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

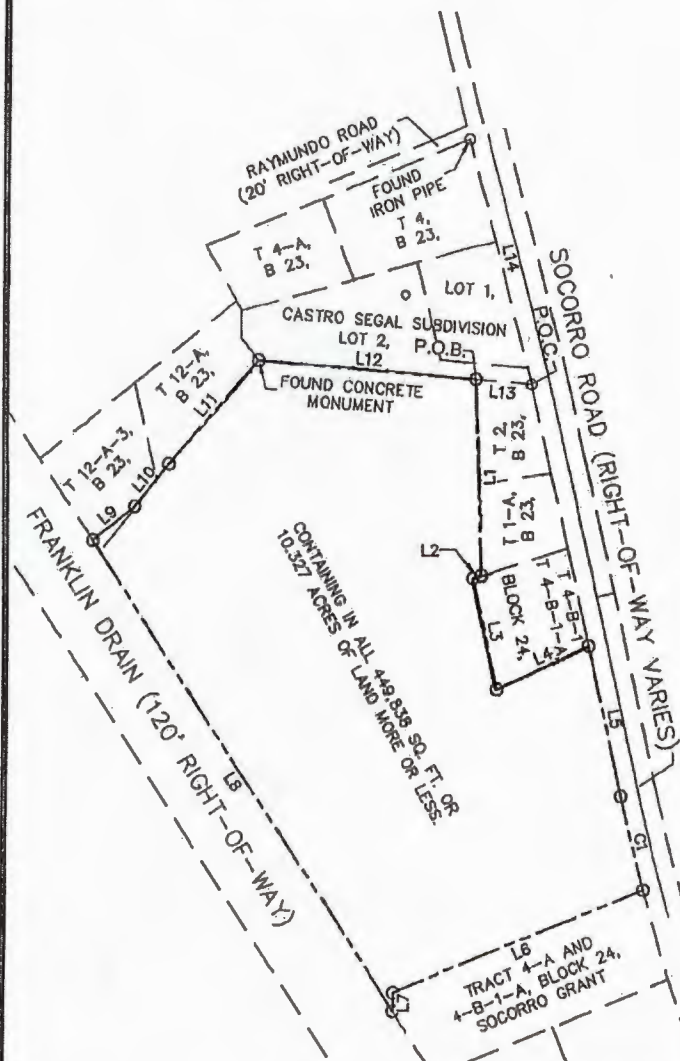
LEGEND

○ SET 1/2" # REBAR WITH YELLOW PLASTIC CAP STAMPED TX 5572, UNLESS OTHERWISE NOTED.

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

--- BOUNDARY LINE



LINE TABLE

LINE	BEARING	LENGTH
L1	S04°51'00"E	296.71'
L2	S69°07'00"W	13.05'
L3	S15°41'00"E	170.01'
L4	N61°38'00"E	153.12'
L5	S15°41'00"E	231.32'
L6	S64°40'30"W	409.32'
L7	S02°08'00"E	27.33'
L8	N36°22'00"W	844.08'
L9	N48°32'00"E	82.60'
L10	N36°07'00"E	83.00'
L11	N37°44'00"E	206.70'
L12	S88°15'00"E	333.59'
L13	N88°15'00"W	84.50'
L14	N17°38'00"W	380.67'
L14	N17°38'00"W	380.20'

FIELD
RECORD

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2894.01'	144.82'	72.42'	144.80'	S17°07'01"E	2°52'02"

NOTE:

- THE ABOVE REFERENCED PROPERTY IS WITHIN ZONE "X". (EXPLANATION: AREAS OF 0.1% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL FLOOD ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, AS PER THE UNINCORPORATED AREAS COMMUNITY PANEL NO. 48141C0543F, REVISED PRELIMINARY DATED OCTOBER 24, 2014.
- THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.



NOTE: A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.

FILING INFORMATION

DATE: AUGUST 01, 2017
FIELD: W.S. / J.B.
OFFICE: W.S.
W.O. 071017-10
FILE: DRAWING NAME.dwg
SCALE: 1" = 200'

8/7/2017

CERTIFICATION

I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision on JULY 20, 2017, and that this plat correctly represents the facts found of the land of this survey.

Charles H. Gutierrez
CHARLES H. GUTIERREZ R.P.L.S. 5572

BOUNDARY SURVEY

COUGAR PARK
BEING ALL OF TRACTS 1-B AND 13, BLOCK 22, AND ALL OF TRACTS 4-A-1, 4-B AND TRACT 7, BLOCK 24, SOCORRO GRANT
SOCORRO, TEXAS EL PASO, COUNTY TEXAS
CONTAINING IN ALL 449,838 SQ. FT. OR 10.327 ACRES OF LAND MORE OR LESS.

PREPARED FOR:
EL PASO WATER

H₂Terra

ENGINEERING. SURVEYING. SOLUTIONS.

TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 633-1418 FAX: (915) 633-4972

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

SPECIAL WARRANTY DEED

STATE OF TEXAS

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§

COUNTY OF EL PASO

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THE CITY OF EL PASO, TEXAS, A MUNICIPAL CORPORATION, ON BEHALF OF THE EL PASO WATER UTILITIES-PUBLIC SERVICE BOARD ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to **THE CITY OF SOCORRO, TEXAS** ("Grantee"), at 124 S. Horizon Blvd., El Paso, Texas 79927, Attn. City Manager, the real property in El Paso County, Texas, fully described in Exhibit A hereto, and all improvements located on it, together with all of Grantor's right, title, and interest in and to (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests appurtenant to the real property and any improvements on the real property, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property (collectively, the "Property").

Provided, however, that the following reservations to title and warranty shall apply: except as specifically provided herein, all groundwater, water rights, or rights to surface water shall be reserved to Grantor. The Grantee shall, however, have the right to (i) use the water well on the Property as of the date of this deed for the purpose of irrigation of the Property for watering grass, trees, and shrubberies, and for no other purpose including the cultivation of crops, such use being in compliance with any laws, rules or regulations imposed upon such water well by any applicable governing body, and (ii) drill a replacement water well in the event that the water well on the Property as of the date of this deed becomes insufficient or unusable for this stated purpose, and produce therefrom a quantity of groundwater compatible with this stated purpose, again in compliance with any laws, rules or regulations imposed upon such water well by any applicable governing body. This reservation of water rights shall include a waiver of Grantor's right to use the surface of the Property for or in relation to the exploration or production of the reserved water rights.

This conveyance is made subject to a restrictive covenant whereby Grantee, its successors or assigns, will not, in violation of any applicable laws, discard, place or store upon

the Property, any radioactive material or any other material or substance which would contaminate or otherwise damage the groundwater supply or resources reserved to Grantor hereunder. This restrictive covenant shall be perpetual and shall run with the land and binding on all successors in interest.

This Special Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to those exceptions set forth in Exhibit B hereto (collectively, "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part of it, by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions and the other reservations herein set forth.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

Grantee, by its acceptance of this Special Warranty Deed, assumes payment of all standby charges, ad valorem taxes, and assessments for the 2018 calendar year and later calendar years not yet due and payable, each to the extent attributable to all or part of the Property.

EXECUTED _____, 2018.

GRANTOR:

**THE CITY OF EL PASO, TEXAS, A
MUNICIPAL CORPORATION, ON
BEHALF OF THE EL PASO WATER
UTILITIES PUBLIC SERVICE BOARD**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on _____, 2018, by
_____, for The City of El Paso, Texas, a Municipal Corporation, on
behalf of the El Paso Water Utilities Public Service Board.

Notary Public in and for the State of Texas

GRANTEE:

THE CITY OF SOCORRO, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on _____, 2018, by
_____ for The City of Socorro, Texas.

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO GRANTEE:

**THE CITY OF SOCORRO, TEXAS
124 S. Horizon Blvd.
El Paso, Texas 79927
Attn. City Manager**

EXHIBIT A

Prepared For: El Paso Water Utilities
Date: 03-03-2017
Being all of Tracts 1-B and 13, Block 23 and
all of Tracts 4-A1, 4B, and Tract 7, Block 24,
Socorro Grant, City of Socorro, El Paso County, Texas
W.O. # 071417-10

METES AND BOUNDS DESCRIPTION

Cougar Park

Description of a 10,327-acre parcel of land more or less Being all of Tracts 1-B and 13, Block 23 and all of Tracts 4-A1, 4B, and Tract 7, Block 24, Socorro Grant, City of Socorro, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found 3/4" \emptyset rebar located along the westerly right-of-way line of Socorro Road (right-of-way varies) and the southeast corner of Castro Segal Subdivision as filed in instrument number 20030038746, El Paso County, Texas File Clerk's Office, Plat Records and the northeast corner of Tract 2, Block 23, Socorro Grant, Book 3757, Page 1850, El Paso County, Texas File Clerk's Office, Deed Records from which a found iron pipe, bears North $17^{\circ}38'00''$ West a distance of 380.67 (380.20 record) feet, said iron pipe being at the northeast corner of Tract 4, Block 23, Socorro Grant Survey dated November 1927; Thence North $88^{\circ}15'00''$ West along the northerly line of Tract 2, Block 23, a distance of 84.50 feet to a set 1/2" \emptyset rebar with yellow plastic cap stamped Tx 5572, said rebar being northwest corner of said tract, said rebar also being the Point of Beginning;

Thence South $4^{\circ}51'00''$ East a distance of 296.71 feet to a set 1/2" \emptyset rebar with yellow plastic cap stamped Tx 5572, set on the northerly boundary line of Tract 4-B-1 described September 30, 1961, in Book 1629, Page 267, Deed Records, El Paso County, Texas;

Thence South $69^{\circ}07'00''$ West continuing along said boundary line a distance of 13.05 feet to a set 1/2" \emptyset rebar with yellow plastic cap stamped Tx 5572, said rebar being the northwest corner of Tract 4-B-1, Block 24, Socorro Grant;

Thence South $15^{\circ}41'00''$ East continuing along said boundary line a distance of 170.01 feet 1/2" \emptyset rebar with yellow plastic cap stamped Tx 5572 set on the southwest corner of Tract 4-B-1-A, Block 24, Socorro Grant, described July 3, 1975, in Book 613, Page 1562, Deed Record, El Paso County, Texas;

Thence North $61^{\circ}38'00''$ East along said boundary line a distance of 153.12 feet to a set 1/2" \emptyset rebar with yellow plastic cap stamped Tx 5572, said rebar being the southeast corner of Tract 4-B-1-A, Block 24, Socorro Grant and lying along the westerly right-of-way line of Socorro Road;

Thence along said right-of-way line South $15^{\circ}41'00''$ East a distance of 231.32 feet set 1/2" \emptyset rebar with yellow plastic cap stamped Tx;

Thence continuing along said right-of-way, along the arc of a curve to the left a distance of 144.82 feet, whose radius is 2894.01 feet, whose central angle is $02^{\circ}52'02''$ and whose chord bears South $17^{\circ}07'01''$ East a distance of 144.80 feet to 1/2" \emptyset rebar with yellow plastic cap stamped Tx 5572, set on the northerly line of described by City of El Paso Resolution dated May 4, 1963;

Thence South $64^{\circ}40'30''$ West along said boundary line a distance of 409.32 feet to a set 1/2" \emptyset rebar with yellow plastic cap stamped Tx 5572;

Thence South 02°06'00" East continuing along said boundary line a distance of 27.33 feet to a set 1/2" ϕ rebar with yellow plastic cap stamped Tx 5572, said rebar lying along the easterly right-of-way line of the Franklin Drain (120' Right-of-Way);

Thence along said easterly right-of-way line North 36°22'00" West a distance of 844.08 feet to a set 1/2" ϕ rebar with yellow plastic cap stamped Tx 5572, said rebar being southwest corner of Tract 12-A-3, Block 23, Socorro Grant, Book 1996, Page 1023, El Paso County, Texas File Clerk's Office, Deed Records;

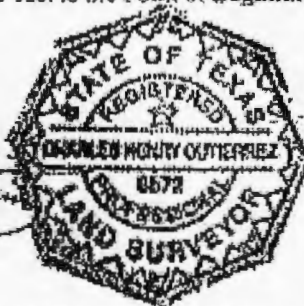
Thence North 48°32'00" East a distance of 82.60 feet to a set 1/2" ϕ rebar with yellow plastic cap stamped Tx 5572;

Thence North 36°07'00" East a distance of 83.00 feet set 1/2" ϕ rebar with yellow plastic cap stamped Tx 5572;

Thence North 37°44'00" East a distance of 206.70 feet to a found concrete monument, said monument being the southeast corner of Tract 12-A, Block 23, Socorro Grant, Book 1996, Page 1031, El Paso County, Texas File Clerk's Office, Deed Records and southwest corner of Castro Segal Subdivision as filed in instrument number 20030038746, El Paso County, Texas File Clerk's Office, Plat Records;

Thence South 88°15'00" East a distance of 333.59 feet to the Point of Beginning and containing in all 449,838 square feet or 10.327 acres of land more or less.

8/7/2017 *Charles H. Gutierrez*
CHARLES H. GUTIERREZ, R.P.L.S. 5572
H2O-Terra



NOTE: A SURVEY PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

EXHIBIT B
Permitted Exceptions

1. All easements, contracts, levees, laterals, roads, ditches, drains, and other claims or interests resulting directly or indirectly from the inclusion of the subject property or a part thereof in an irrigation, reclamation or water improvement district or project.
2. Subject to all matters, contracts, taxes, construction charges, and rights-of-way for irrigation and drainage ditches applicable to property in the El Paso County Water Improvement District No.1.
3. Subject to all matters, contracts, taxes, construction charges, and rights-of-way for irrigation and drainage ditches applicable to the property in the Lower Valley Water District Authority, as evidenced in that certain information form, filed under Clerks File No. 20050118805, Real Property Records, El Paso County, Texas.
4. Designation of this property as being located within an historical district, as cited on the CAD Tax Rolls under Tax PID#S533000023001B0, and any effects thereof resulting therefrom.
5. Rights of claims, if any, of adjoining property owners in and to that portion of the insured premises lying between the northwesterly property line and the wrought iron fence to the south thereof, as shown on Boundary Survey (Details "A", "B" and "C"), dated July 31, 2017, prepared by H2O-TERRA, signed on August 7, 2017, by Charles H. Gutierrez, Texas R.P.L.S. No. 5572.
6. Rights of claims, if any, of adjoining property owners in and to that portion of the insured premises lying between the northwesterly property line and the chain link fence to the south thereof, as shown on Boundary Survey (Details "D"), dated July 31, 2017, prepared by H2O-TERRA, signed on August 7, 2017, by Charles H. Gutierrez, Texas R.P.L.S. No. 5572.
7. Rights of claims, if any, of adjoining property owners in and to those portions of the insured premises lying between the property lines, designated as "L2" and "L3" on the survey cited herein, and the rockwall to the west and south thereof, as shown on Boundary Survey (Details "E", "F" and "G"), dated July 31, 2017, prepared by H2O-TERRA, signed on August 7, 2017, by Charles H. Gutierrez, Texas R.P.L.S. No. 5572.
8. Protrusions of portions of a rockwall over and across the easterly property line onto adjacent property to the east and south thereof, as shown on Boundary Survey (Details "D" and "E"), dated July 31, 2017, prepared by H2O-TERRA, signed on August 7, 2017, by Charles H. Gutierrez, Texas R.P.L.S. No. 5572.
9. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

CITY CLERK DEPT.
2018 APR 23 AM 8:40

STATE OF TEXAS §

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CONTRACT OF SALE

COUNTY OF EL PASO §

This Agreement is entered into this _____ day of _____, 2018, by and between the CITY OF EL PASO, TEXAS, a municipal corporation, on behalf of the El Paso Water Utilities Public Service Board, hereinafter referred to as the "PSB,, as Seller and THE CITY OF SOCORRO hereinafter referred to as the "Buyer.,,

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

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

Approximately 10.327 acres of land more or less being all of Tracts 1B and 13, Block 23, and all of Tracts 4A-1, 4B and 7, Block 24, Socorro Grant, City of El Paso, El Paso County, Texas and being described in attached Exhibit "A",

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

- 1.1 **Radioactive Materials.** Any conveyance of this Property will be subject to a restrictive covenant in the Deed to the effect that the Buyer, its successors or assigns, will not, in violation of any applicable laws, discard, place, or store upon such land, any radioactive material or other materials which would contaminate or otherwise damage the ground water supply or resources of the PSB.
- 1.2 **Surveys.** The Buyer accepts responsibility for conducting its own archeological and environmental surveys of the Property. Mitigation of any conditions on the Property, including archeological sites or, without limitations, adverse environmental conditions, shall be at the expense of the Buyer who shall take the Property subject to all existing conditions. The Buyer accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the Property.
- 1.3 **Groundwater.** All ground water, water rights, or rights to surface water shall be reserved to the PSB and will be subject to all easements, restrictions, reservations, rights of way, dedications and other encumbrances of record or apparent upon the Property. The Buyer shall not have the right to drill a well and produce therefrom any quantity of groundwater. The reservation of water rights will include a waiver of PSB's right to use the surface of the Property for or in relation to the exploration or production of the reserved water rights.

2. **Amount of Payment of Purchase Price.** The purchase price for the Property shall be **THREE HUNDRED EIGHTY SIX THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS AND 00/100 (\$386,775.00)** plus Buyer will pay all closing costs as identified in Paragraph 5.2.
 - 2.1 **Payment of Sales Price.** The full amount of the purchase price will be payable in cash at the closing.
3. **Conditions to the Buyer's Obligations.** The obligations of the Buyer hereunder are to consummate the transaction contemplated herein are subject to the satisfaction of each of the following conditions, any of which may be waived, in whole or in part, in writing by the Buyer, at or prior to Closing.
 - 3.1 **Title Insurance.** Within fourteen (14) days after receipt of written notification of the PSB's acceptance of the Buyer's offer, the Buyer shall provide the PSB with all information necessary to close the sale with the intent that, without good cause existing or further delay, it is anticipated that the PSB and the Buyer will close within thirty (30) days from the date of the approval of the City Council of an ordinance authorizing the sale of the Property. The Buyer at its expense will order a title commitment ("Commitment,") from Lone Star Title Company, 6701 North Mesa Street, El Paso, Texas 79912, accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the Buyer ("Owner's Policy,,)."
 - 3.2 **Title Objections.** The Buyer will give the PSB written notice after it receives the Commitment that the condition of the title set forth in the Commitment is or is not satisfactory. In the event the Buyer states that the condition is not satisfactory, the Buyer will specifically set forth in such notice the defect or exception to title that is deemed objectionable. The PSB may promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.
4. **Representations of PSB.** The PSB hereby represents, to the extent allowed by law, to the Buyer that to the best of its knowledge, as follows:
 - 4.1 **Parties in Possession.** At the time of closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise.
 - 4.2 **Mechanic's Lien.** (i) No action has been taken, suffered or permitted by or on behalf of the PSB, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein; and (ii) no liens or lien claims, choate or inchoate, arising from the PSB's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property; and (iii) except as expressly disclosed in the documents relating to this transaction, the PSB has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the PSB.

- 4.3 **Litigation.** There is no pending or contemplated litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.
- 4.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the PSB's ownership.
- 4.5 **Compliance Law.** All laws, ordinances, rules and regulations of any Government or any agency, body or subdivision thereof, bearing in the PSB's development of the Property, have been complied with.
- 4.6 **Taxes.** While the PSB owned the Property, the Property was exempt from ad valorem taxes.
- 4.7 **Pre-Closing Claims.** PSB agrees that the Buyer's acceptance of title to the Property under the conveyance documents should not create any liability on the Buyer's part to third parties that have claims of any kind against the PSB in connection with the Property. The PSB hereby expressly disclaims any and all liability to third parties that have any claims against the PSB.
- 4.8 **Condition of Property Prior to Closing.** Prior to Closing, the PSB shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the Buyer.
- 4.9 **"AS IS, WHERE IS".** THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS," TRANSACTION. THE BUYER ACCEPTS THE PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE PSB AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE PSB OTHER THAN AS REGARDS THE EXISTING PSB EASEMENTS AND THE PSB PIPELINES AND EQUIPMENT WITHIN SUCH EASEMENTS. THE BUYER

FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE PSB HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE PSB IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE PSB AND PURCHASED BY THE BUYER SUBJECT TO THE FOREGOING.

4.10 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE PSB AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL CONCERNS, ARISING FROM EVENTS OCCURING AFTER CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING.

4.11 **Buyer's Use.** The Buyer represents to the PSB that it intends to use the property for a park. Buyer will comply with all City, State and Federal Laws and/or Ordinances.

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

5. **Closing.** The closing of this transaction ("Closing,") shall take place at the offices of Lone Star Title Company, 6701 North Mesa Street, El Paso, Texas 79912, on or before thirty (30) days after the execution of this Agreement by the El Paso Water Utilities Vice President and the City Manager of the City of El Paso, subject to delays due to the PSB's efforts to cure any title objection under Section 3.2.

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

5.2 **Closing Costs.**

- (a) All recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer shall be paid by the Buyer.
- (b) Premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property shall be paid by the Buyer.
- (c) Buyer will pay Escrow Fees.

5.3 **PSB's Obligations.** At Closing, the PSB shall deliver to the Buyer a duly executed and acknowledged Special Warranty Deed conveying the Property and any related easements, free and clear of any and all liens, encumbrances, conditions, assessments, and restrictions, except for (i) the standard printed exceptions contained in the usual form of the Owner's

Policy, and (ii) other exceptions set forth in the Title Policy as approved by Buyer, and any Permitted Exceptions.

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

6. **Default.**

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

- 6.2 **Breach by the Buyer.** In the event that the Buyer shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the PSB's default, or the termination of this Agreement in accordance with its terms, the PSB may seek specific performance of this agreement.

7. **Miscellaneous.**

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

PSB: Marcela Navarrete
 Vice President
 El Paso Water Utilities Public Service Board
 1154 Hawkins Blvd.
 El Paso, Texas 79925

Buyer: Adriana Rodarte
 City Manager
 City of Socorro
 124 S. Horizon Blvd.
 Socorro, Texas 79927

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

- 8.1 **Time.** Time is of the essence of this Agreement and each and every provision hereof.
- 8.2 **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.
- 8.3 **Survival of Provisions.** The terms contained in this Agreement, including without limitation, representations, warranties, covenants and agreements of the parties, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.
- 8.4 **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- 8.5 **Compliance.** In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.
- 8.6 **Effective Date.** As used herein, "Effective Date,, shall mean the date of the approval of City Council of an Ordinance authorizing the City Manager to sign all documents necessary for the sale of the Property.

The above instrument, together with all conditions thereto is hereby executed by the City of El Paso this ____ day of _____, 2017.

SIGNATURE BLOCKS FOLLOW ON THE NEXT PAGE

CITY CLERK DEPT.
2018 APR 23 AM 8:40

SELLER:

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

By: Marcela Navarrete
Marcela Navarrete
Vice President

CITY OF EL PASO
A Municipal Corporation

By: _____
Tomás Gonzalez, City Manager
Executed on: _____

APPROVED AS TO CONTENT:

Cynthia Osborn
Cynthia Osborn
Real Estate Manager and Counsel

APPROVED AS TO FORM:

Terri Cullen
Terri Cullen
Deputy City Attorney

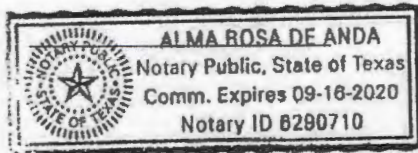
(ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE)

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 19th day of December
2017, by Marcela Navarrete, Vice President of El Paso Water Utilities Public Service Board.

My Commission Expires:



Alma R. De Anda
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____,
2017, by Tomás Gonzalez, City Manager of the City of El Paso.

My Commission Expires:

Notary Public, State of Texas

(BUYER'S SINGATURES FOLLOW ON NEXT PAGE)

BUYER:

THE CITY OF SOCORRO

By: Elia Garcia

Elia Garcia
Print Name

Mayor
Title

BUYER'S ACKNOWLEDGMENT

STATE OF TEXAS)

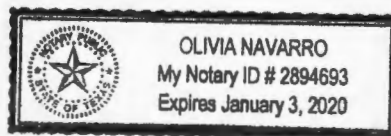
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 7 day of December, 2017, by Elia Garcia, Mayor, of City of Socorro.

My Commission Expires:

Olivia Navarro
Notary Public, State of Texas

1-3-2020



METES AND BOUNDS DESCRIPTION

Cougar Park

Description of a 10.327-acre parcel of land more or less Being all of Tracts 1-B and 13, Block 23 and all of Tracts 4-A1, 4B, and Tract 7, Block 24, Socorro Grant, City of Socorro, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found 3/4" Ø rebar located along the westerly right-of-way line of Socorro Road (right-of-way varies) and the southeast corner of Castro Segal Subdivision as filed in instrument number 20030038746, El Paso County, Texas File Clerk's Office, Plat Records and the northeast corner of Tract 2, Block 23, Socorro Grant, Book 3757, Page 1850, El Paso County, Texas File Clerk's Office, Deed Records from which a found iron pipe, bears North 17°38'00" West a distance of 380.67 (380.20 record) feet, said iron pipe being at the northeast corner of Tract 4, Block 23, Socorro Grant Survey dated November 1927; Thence North 88°15'00" West along the northerly line of Tract 2, Block 23, a distance of 84.50 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar being northwest corner of said tract, said rebar also being the Point of Beginning;

Thence South 4°51'00" East a distance of 296.71 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, set on the northerly boundary line of Tract 4-B-1 described September 30, 1961, in Book 1629, Page 267, Deed Records, El Paso County, Texas;

Thence South 69°07'00" West continuing along said boundary line a distance of 13.05 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar being the northwest corner of Tract 4-B-1, Block 24, Socorro Grant;

Thence South 15°41'00" East continuing along said boundary line a distance of 170.01 feet 1/2" Ø rebar with yellow plastic cap stamped Tx 5572 set on the southwest corner of Tract 4-B-1-A, Block 24, Socorro Grant, described July 3, 1975, in Book 613, Page 1562, Deed Record, El Paso County, Texas;

Thence North 61°38'00" East along said boundary line a distance of 153.12 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar being the southeast corner of Tract 4-B-1-A, Block 24, Socorro Grant and lying along the westerly right-of-way line of Socorro Road;

Thence along said right-of-way line South 15°41'00" East a distance of 231.32 feet set 1/2" Ø rebar with yellow plastic cap stamped Tx;

Thence continuing along said right-of-way, along the arc of a curve to the left a distance of 144.82 feet, whose radius is 2894.01 feet, whose central angle is 02°52'02" and whose chord bears South 17°07'01" East a distance of 144.80 feet to 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, set on the northerly line of described by City of El Paso Resolution dated May 4, 1965;

Thence South 64°40'30" West along said boundary line a distance of 409.32 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572;

Thence South 02°06'00" East continuing along said boundary line a distance of 27.33 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar lying along the easterly right-of-way line of the Franklin Drain (120' Right-of-Way);

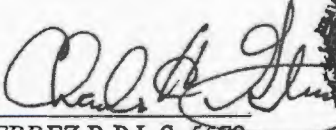
Thence along said easterly right-of-way line North 36°22'00" West a distance of 844.08' feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar being southwest corner of Tract 12-A-3, Block 23, Socorro Grant, Book 1996, Page 1023, El Paso County, Texas File Clerk's Office, Deed Records;

Thence North 48°32'00" East a distance of 82.60 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572;

Thence North 36°07'00" East a distance of 83.00 feet set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572;

Thence North 37°44'00" East a distance of 206.70 feet to a found concrete monument, said monument being the southeast corner of Tract 12-A, Block 23, Socorro Grant, Book 1996, Page 1031, El Paso County, Texas File Clerk's Office, Deed Records and southwest corner of Castro Segal Subdivision as filed in instrument number 20030038746, El Paso County, Texas File Clerk's Office, Plat Records;

Thence South 88°15'00" East a distance of 333.59 feet to the Point of Beginning and containing in all 449,838 square feet or 10.327 acres of land more or less.

8/7/2017 
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra



NOTE: A SURVEY PLAT OF EVEN DATE HERewith ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

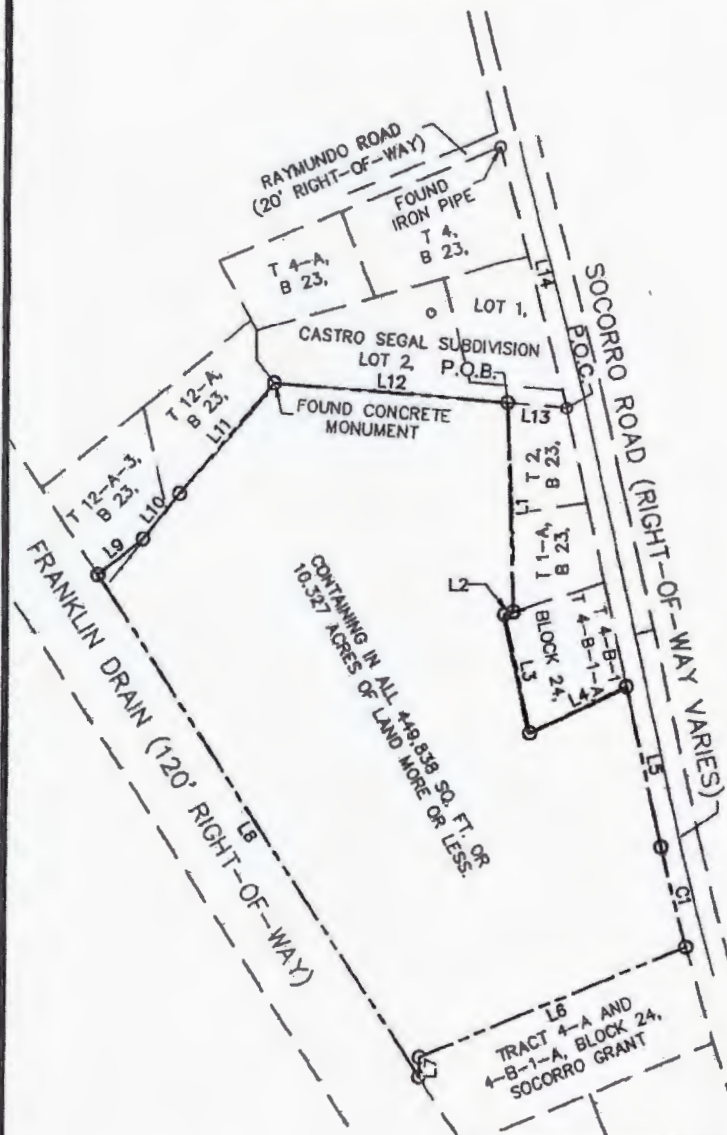
LEGEND

○ SET 1/2" Ø REBAR WITH YELLOW PLASTIC CAP STAMPED TX 5572, UNLESS OTHERWISE NOTED.

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

--- BOUNDARY LINE



LINE TABLE		
LINE	BEARING	LENGTH
L1	S04°51'00"E	296.71'
L2	S69°07'00"W	13.05'
L3	S15°41'00"E	170.01'
L4	N01°38'00"E	153.12'
L5	S15°41'00"E	231.32'
L6	S64°40'30"W	409.32'
L7	S02°08'00"E	27.33'
L8	N36°22'00"W	844.08'
L9	N48°32'00"E	82.60'
L10	N36°07'00"E	83.00'
L11	N37°44'00"E	206.70'
L12	S86°15'00"E	333.59'
L13	N88°15'00"W	84.50'
L14	N17°38'00"W	380.87'
L14	N17°38'00"W	380.20'

FIELD

RECORD

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2894.01'	144.82'	72.42'	144.80'	S17°07'01"E	2°52'02"

NOTE:

1. THE ABOVE REFERENCED PROPERTY IS WITHIN ZONE "X". (EXPLANATION: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL FLOOD ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, AS PER THE UNINCORPORATED AREAS COMMUNITY PANEL NO. 48141C0543F, REVISED PRELIMINARY DATED OCTOBER 24, 2014.

2. THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.



NOTE: A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.

FILING INFORMATION

DATE: AUGUST 01, 2017
FIELD: M.S. / J.R.
OFFICE: C.H.G.
W.O. 071417-10
FILE: DRAWING NAME.dwg
SCALE: 1" = 200'

8/7/2017

CERTIFICATION

I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision on JULY 20, 2017, and that this plat correctly represents the facts found of the land of the survey.

CHARLES H. GUTIERREZ R.P.L.S. 5572

BOUNDARY SURVEY

COURT PARK

BEING ALL OF TRACTS 1-B AND 18, BLOCK 22, AND ALL OF TRACTS 4-A-1, 4-B AND TRACT 7, BLOCK 24, SOCORRO GRANT, SOCORRO, TEXAS EL PASO, COUNTY TEXAS

CONTAINING IN ALL 448,838 SQ. FT. OR 10.327 ACRES OF LAND MORE OR LESS.

PREPARED FOR: EL PASO WATER



ENGINEERING. SURVEYING. SOLUTIONS.

TYPE FIRM NO. F-2103 TEMPL FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-4072

CITY CLERK DEPT.
2018 APR 23 AM 8:44

STATE OF TEXAS §

§

CONTRACT OF SALE

COUNTY OF EL PASO §

This Agreement is entered into this _____ day of _____, 2018, by and between the **CITY OF EL PASO, TEXAS, a municipal corporation, on behalf of the El Paso Water Utilities Public Service Board**, hereinafter referred to as the "PSB,, as Seller and **THE CITY OF SOCORRO** hereinafter referred to as the "Buyer.,,

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

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

Approximately 10.327 acres of land more or less being all of Tracts 1B and 13, Block 23, and all of Tracts 4A-1, 4B and 7, Block 24, Socorro Grant, City of El Paso, El Paso County, Texas and being described in attached Exhibit "A",

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

- 1.1 **Radioactive Materials.** Any conveyance of this Property will be subject to a restrictive covenant in the Deed to the effect that the Buyer, its successors or assigns, will not, in violation of any applicable laws, discard, place, or store upon such land, any radioactive material or other materials which would contaminate or otherwise damage the ground water supply or resources of the PSB.
- 1.2 **Surveys.** The Buyer accepts responsibility for conducting its own archeological and environmental surveys of the Property. Mitigation of any conditions on the Property, including archeological sites or, without limitations, adverse environmental conditions, shall be at the expense of the Buyer who shall take the Property subject to all existing conditions. The Buyer accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the Property.
- 1.3 **Groundwater.** All ground water, water rights, or rights to surface water shall be reserved to the PSB and will be subject to all easements, restrictions, reservations, rights of way, dedications and other encumbrances of record or apparent upon the Property. The Buyer shall not have the right to drill a well and produce therefrom any quantity of groundwater. The reservation of water rights will include a waiver of PSB's right to use the surface of the Property for or in relation to the exploration or production of the reserved water rights.

2. **Amount of Payment of Purchase Price.** The purchase price for the Property shall be **THREE HUNDRED EIGHTY SIX THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS AND 00/100 (\$386,775.00)** plus Buyer will pay all closing costs as identified in Paragraph 5.2.
 - 2.1 **Payment of Sales Price.** The full amount of the purchase price will be payable in cash at the closing.
3. **Conditions to the Buyer's Obligations.** The obligations of the Buyer hereunder are to consummate the transaction contemplated herein are subject to the satisfaction of each of the following conditions, any of which may be waived, in whole or in part, in writing by the Buyer, at or prior to Closing.
 - 3.1 **Title Insurance.** Within fourteen (14) days after receipt of written notification of the PSB's acceptance of the Buyer's offer, the Buyer shall provide the PSB with all information necessary to close the sale with the intent that, without good cause existing or further delay, it is anticipated that the PSB and the Buyer will close within thirty (30) days from the date of the approval of the City Council of an ordinance authorizing the sale of the Property. The Buyer at its expense will order a title commitment ("Commitment,") from Lone Star Title Company, 6701 North Mesa Street, El Paso, Texas 79912, accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the Buyer ("Owner's Policy,,)."
 - 3.2 **Title Objections.** The Buyer will give the PSB written notice after it receives the Commitment that the condition of the title set forth in the Commitment is or is not satisfactory. In the event the Buyer states that the condition is not satisfactory, the Buyer will specifically set forth in such notice the defect or exception to title that is deemed objectionable. The PSB may promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.
4. **Representations of PSB.** The PSB hereby represents, to the extent allowed by law, to the Buyer that to the best of its knowledge, as follows:
 - 4.1 **Parties in Possession.** At the time of closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise.
 - 4.2 **Mechanic's Lien.** (i) No action has been taken, suffered or permitted by or on behalf of the PSB, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein; and (ii) no liens or lien claims, choate or inchoate, arising from the PSB's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property; and (iii) except as expressly disclosed in the documents relating to this transaction, the PSB has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the PSB.

- 4.3 **Litigation.** There is no pending or contemplated litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.
- 4.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the PSB's ownership.
- 4.5 **Compliance Law.** All laws, ordinances, rules and regulations of any Government or any agency, body or subdivision thereof, bearing in the PSB's development of the Property, have been complied with.
- 4.6 **Taxes.** While the PSB owned the Property, the Property was exempt from ad valorem taxes.
- 4.7 **Pre-Closing Claims.** PSB agrees that the Buyer's acceptance of title to the Property under the conveyance documents should not create any liability on the Buyer's part to third parties that have claims of any kind against the PSB in connection with the Property. The PSB hereby expressly disclaims any and all liability to third parties that have any claims against the PSB.
- 4.8 **Condition of Property Prior to Closing.** Prior to Closing, the PSB shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the Buyer.
- 4.9 **"AS IS, WHERE IS".** THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS," TRANSACTION. THE BUYER ACCEPTS THE PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE PSB AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE PSB OTHER THAN AS REGARDS THE EXISTING PSB EASEMENTS AND THE PSB PIPELINES AND EQUIPMENT WITHIN SUCH EASEMENTS. THE BUYER

FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE PSB HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE PSB IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE PSB AND PURCHASED BY THE BUYER SUBJECT TO THE FOREGOING.

- 4.10 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE PSB AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL CONCERNS, ARISING FROM EVENTS OCCURRING AFTER CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING.
- 4.11 **Buyer's Use.** The Buyer represents to the PSB that it intends to use the property for a park. Buyer will comply with all City, State and Federal Laws and/or Ordinances.
- 4.12 **Survival.** All agreements of the PSB made in this document shall survive the execution and delivery hereof and the Closing hereunder, until such time as all of the obligations of the signatories hereto shall have lapsed in accordance with their respective terms or shall have been discharged in full.
5. **Closing.** The closing of this transaction ("Closing,") shall take place at the offices of Lone Star Title Company, 6701 North Mesa Street, El Paso, Texas 79912, on or before thirty (30) days after the execution of this Agreement by the El Paso Water Utilities Vice President and the City Manager of the City of El Paso, subject to delays due to the PSB's efforts to cure any title objection under Section 3.2.
- 5.1 **Possession.** Possession of the Property will be transferred to the Buyer upon Closing.
- 5.2 **Closing Costs.**
- (a) All recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer shall be paid by the Buyer.
 - (b) Premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property shall be paid by the Buyer.
 - (c) Buyer will pay Escrow Fees.
- 5.3 **PSB's Obligations.** At Closing, the PSB shall deliver to the Buyer a duly executed and acknowledged Special Warranty Deed conveying the Property and any related easements, free and clear of any and all liens, encumbrances, conditions, assessments, and restrictions, except for (i) the standard printed exceptions contained in the usual form of the Owner's

Policy, and (ii) other exceptions set forth in the Title Policy as approved by Buyer, and any Permitted Exceptions.

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

6. **Default.**

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

- 6.2 **Breach by the Buyer.** In the event that the Buyer shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the PSB's default, or the termination of this Agreement in accordance with its terms, the PSB may seek specific performance of this agreement.

7. **Miscellaneous.**

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

PSB: Marcela Navarrete
 Vice President
 El Paso Water Utilities Public Service Board
 1154 Hawkins Blvd.
 El Paso, Texas 79925

Buyer: Adriana Rodarte
 City Manager
 City of Socorro
 124 S. Horizon Blvd.
 Socorro, Texas 79927

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

- 8.1 **Time.** Time is of the essence of this Agreement and each and every provision hereof.
- 8.2 **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.
- 8.3 **Survival of Provisions.** The terms contained in this Agreement, including without limitation, representations, warranties, covenants and agreements of the parties, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.
- 8.4 **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- 8.5 **Compliance.** In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.
- 8.6 **Effective Date.** As used herein, "Effective Date,, shall mean the date of the approval of City Council of an Ordinance authorizing the City Manager to sign all documents necessary for the sale of the Property.

The above instrument, together with all conditions thereto is hereby executed by the City of El Paso this ____ day of _____, 2017.

SIGNATURE BLOCKS FOLLOW ON THE NEXT PAGE

SELLER:

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

By: Marcela Navarrete
Marcela Navarrete
Vice President

CITY OF EL PASO
A Municipal Corporation

By: _____
Tomás Gonzalez, City Manager
Executed on: _____

APPROVED AS TO CONTENT:

Cynthia Osborn
Cynthia Osborn
Real Estate Manager and Counsel

APPROVED AS TO FORM:

Terri Cullen
Terri Cullen
Deputy City Attorney

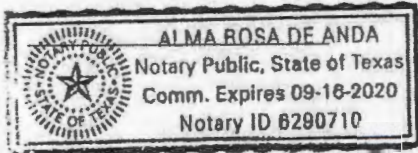
(ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE)

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 19th day of December, 2017, by Marcela Navarrete, Vice President of El Paso Water Utilities Public Service Board.

My Commission Expires:



Alma R. De Anda
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2017, by Tomás Gonzalez, City Manager of the City of El Paso.

My Commission Expires:

Notary Public, State of Texas

(BUYER'S SINGATURES FOLLOW ONNEXT PAGE)

BUYER:

THE CITY OF SOCORRO

By: Elia Garcia

Elia Garcia
Print Name

Mayor
Title

BUYER'S ACKNOWLEDGMENT

STATE OF TEXAS)

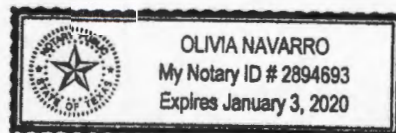
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 7 day of December, 2017, by Elia Garcia, Mayor, of City of Socorro.

My Commission Expires:

Olivia Navarro
Notary Public, State of Texas

1-3-2020



METES AND BOUNDS DESCRIPTION

Cougar Park

Description of a 10.327-acre parcel of land more or less Being all of Tracts 1-B and 13, Block 23 and all of Tracts 4-A1, 4B, and Tract 7, Block 24, Socorro Grant, City of Socorro, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found 3/4" Ø rebar located along the westerly right-of-way line of Socorro Road (right-of-way varies) and the southeast corner of Castro Segal Subdivision as filed in instrument number 20030038746, El Paso County, Texas File Clerk's Office, Plat Records and the northeast corner of Tract 2, Block 23, Socorro Grant, Book 3757, Page 1850, El Paso County, Texas File Clerk's Office, Deed Records from which a found iron pipe, bears North 17°38'00" West a distance of 380.67 (380.20 record) feet, said iron pipe being at the northeast corner of Tract 4, Block 23, Socorro Grant Survey dated November 1927; Thence North 88°15'00" West along the northerly line of Tract 2, Block 23, a distance of 84.50 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar being northwest corner of said tract, said rebar also being the Point of Beginning;

Thence South 4°51'00" East a distance of 296.71 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, set on the northerly boundary line of Tract 4-B-1 described September 30, 1961, in Book 1629, Page 267, Deed Records, El Paso County, Texas;

Thence South 69°07'00" West continuing along said boundary line a distance of 13.05 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar being the northwest corner of Tract 4-B-1, Block 24, Socorro Grant;

Thence South 15°41'00" East continuing along said boundary line a distance of 170.01 feet 1/2" Ø rebar with yellow plastic cap stamped Tx 5572 set on the southwest corner of Tract 4-B-1-A, Block 24, Socorro Grant, described July 3, 1975, in Book 613, Page 1562, Deed Record, El Paso County, Texas;

Thence North 61°38'00" East along said boundary line a distance of 153.12 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar being the southeast corner of Tract 4-B-1-A, Block 24, Socorro Grant and lying along the westerly right-of-way line of Socorro Road;

Thence along said right-of-way line South 15°41'00" East a distance of 231.32 feet set 1/2" Ø rebar with yellow plastic cap stamped Tx;

Thence continuing along said right-of-way, along the arc of a curve to the left a distance of 144.82 feet, whose radius is 2894.01 feet, whose central angle is 02°52'02" and whose chord bears South 17°07'01" East a distance of 144.80 feet to 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, set on the northerly line of described by City of El Paso Resolution dated May 4, 1965;

Thence South 64°40'30" West along said boundary line a distance of 409.32 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572;

Thence South 02°06'00" East continuing along said boundary line a distance of 27.33 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar lying along the easterly right-of-way line of the Franklin Drain (120' Right-of-Way);

Thence along said easterly right-of-way line North 36°22'00" West a distance of 844.08' feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572, said rebar being southwest corner of Tract 12-A-3, Block 23, Socorro Grant, Book 1996, Page 1023, El Paso County, Texas File Clerk's Office, Deed Records;

Thence North 48°32'00" East a distance of 82.60 feet to a set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572;

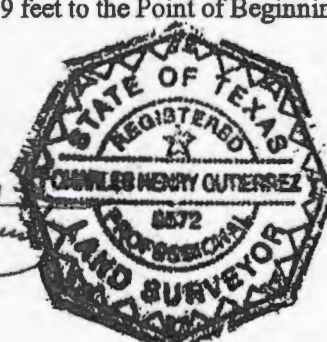
Thence North 36°07'00" East a distance of 83.00 feet set 1/2" Ø rebar with yellow plastic cap stamped Tx 5572;

Thence North 37°44'00" East a distance of 206.70 feet to a found concrete monument, said monument being the southeast corner of Tract 12-A, Block 23, Socorro Grant, Book 1996, Page 1031, El Paso County, Texas File Clerk's Office, Deed Records and southwest corner of Castro Segal Subdivision as filed in instrument number 20030038746, El Paso County, Texas File Clerk's Office, Plat Records;

Thence South 88°15'00" East a distance of 333.59 feet to the Point of Beginning and containing in all 449,838 square feet or 10.327 acres of land more or less.

8/7/2017

Charles H. Gutierrez



CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra

NOTE: A SURVEY PLAT OF EVEN DATE HERewith ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

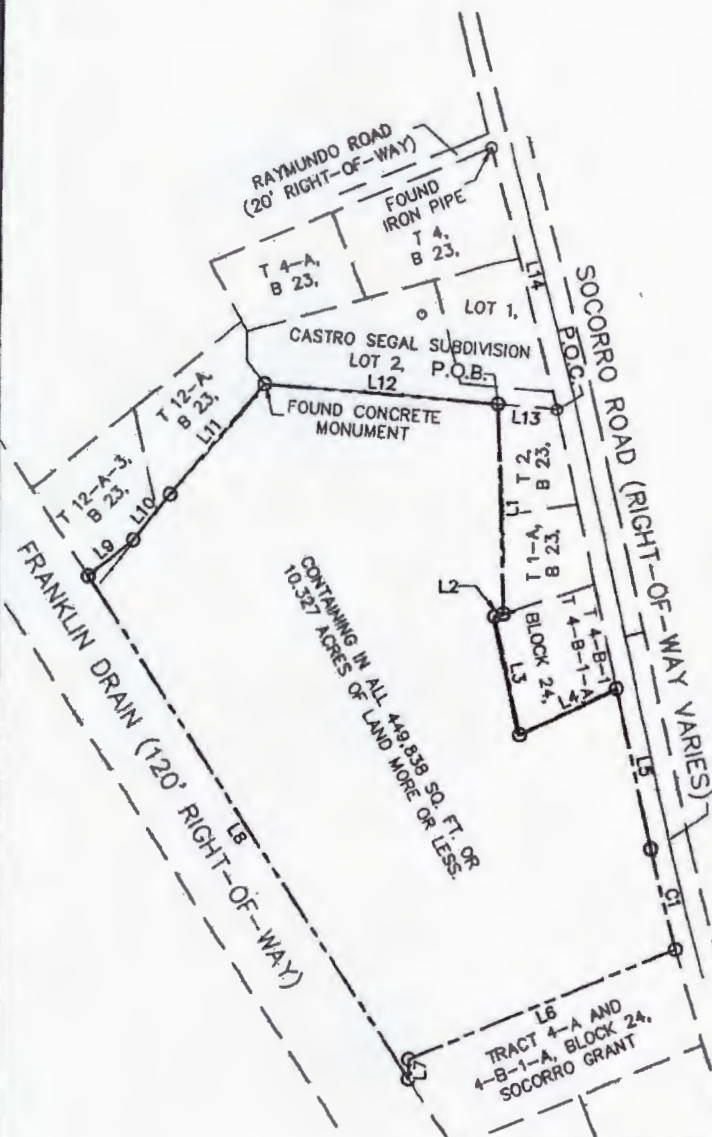
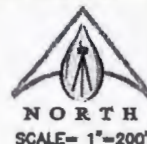
LEGEND

○ SET 1/2" Ø REBAR WITH YELLOW PLASTIC CAP STAMPED TX 5572, UNLESS OTHERWISE NOTED.

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

--- BOUNDARY LINE



LINE TABLE		
LINE	BEARING	LENGTH
L1	S04°51'00"E	296.71'
L2	S69°07'00"W	13.05'
L3	S15°41'00"E	170.01'
L4	N61°38'00"E	153.12'
L5	S15°41'00"E	231.32'
L6	S64°40'30"W	409.32'
L7	S02°06'00"E	27.33'
L8	N36°22'00"W	844.08'
L9	N48°32'00"E	82.60'
L10	N36°07'00"E	83.00'
L11	N37°44'00"E	206.70'
L12	S88°15'00"E	333.59'
L13	N88°15'00"W	84.50'
L14	N17°38'00"W	380.67'
L14	N17°38'00"W	380.20'

FIELD
RECORD

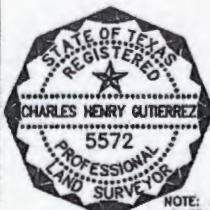
CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2894.01'	144.82'	72.42'	144.80'	S17°07'01"E	2°52'02"

NOTE:

1. THE ABOVE REFERENCED PROPERTY IS WITHIN ZONE "X". (EXPLANATION: AREAS OF 0.25% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL FLOOD ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, AS PER THE UNINCORPORATED AREAS COMMUNITY PANEL NO. 48141C0543F, REVISED PRELIMINARY DATED OCTOBER 24, 2014.

2. THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.



NOTE: A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.

FILING INFORMATION

DATE: AUGUST 01, 2017
FIELD: M.E. / J.B.
OFFICE: L.A.
W.O.: 071417-10
FILE: DRAWING NAME.dwg
SCALE: 1" = 200'

8/7/2017

CERTIFICATION

I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision on JULY 20, 2017, and that this plat correctly represents the facts found by me.

CHARLES H. GUTIERREZ R.P.L.S. 5572

BOUNDARY SURVEY

COUGAR PARK
BEING ALL OF TRACTS 1-B AND 1-C, BLOCK 28, AND ALL OF TRACTS 4-A-1, 4-B AND TRACT 7, BLOCK 24, SOCORRO GRANT
SOCORRO, TEXAS EL PASO, COUNTY TEXAS
CONTAINING IN ALL 449,638 SQ. FT. OR 10.327 ACRES OF LAND MORE OR LESS.

PREPARED FOR:
EL PASO WATER

H₂Terra

ENGINEERING. SURVEYING. SOLUTIONS.

TYPE FIRM NO. F-2103 TEMPL FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-4972