

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

**DEPARTMENT:** El Paso Water Utilities Public Service Board

**AGENDA DATE:** Introduction - 5/5/15  
Public Hearing - 5/7/15

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

**DISTRICT(S) AFFECTED:** 1

**SUBJECT:** APPROVE the following Ordinance

An ordinance authorizing the City Manager to sign a Contract of Sale and a Special Warranty Deed conveying a 0.35 acre parcel of land being described as Lot 14, Block 3, Country Place Unit Two, City of El Paso, El Paso County, Texas, and any other documents necessary to complete the sale to Arturo Ambriz Rodriguez and Yessica Ambriz. (District 1) El Paso Water Utilities, Lupe Cuellar, Real Estate Manager and Counsel. (915) 594-5636

**BACKGROUND / DISCUSSION:**

This land is in the City of El Paso, El Paso Water Utilities/Public Service Board land inventory, which is City land managed and controlled by the Public Service Board. The Board determined the land to be inexpedient to the system and that the land be put out for bid and forwarded to the City Council for action. The purchaser was the only responsive and responsible bidder with a total bid of \$58,450.00.

**PRIOR COUNCIL ACTION:**

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

Yes, on February 17, 2015, City Council approved the sale of approximately 0.7659 acres of land.

**AMOUNT AND SOURCE OF FUNDING:** N/A

**BOARD / COMMISSION ACTION:**

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

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

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE AND A SPECIAL WARRANTY DEED CONVEYING A 0.35 ACRE PARCEL OF LAND BEING DESCRIBED AS LOT 14, BLOCK 3, COUNTRY PLACE UNIT TWO, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND ANY OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE TO ARTURO AMBRIZ RODRIGUEZ AND YESSICA AMBRIZ.**

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

**WHEREAS**, at its regular meeting of September 10, 2014, the EPWU/PSB determined that land to be inexpedient to the EPWU/PSB system and authorized the President/CEO to have the land appraised and put out for bid to the public and forward the recommendation to City Council for City Council action; and,

**WHEREAS**, at its regular meeting of January 21, 2014, the PSB awarded the sale bid to ARTURO AMBRIZ RODRIGUEZ, the sole bidder, for the total bid amount of \$58,450.00, and adopted a Resolution making the findings set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Special Warranty Deed and any and all necessary documents to complete the conveyance to ARTURO AMBRIZ RODRIGUEZ AND YESSICA AMBRIZ;

**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 and a Special Warranty Deed and any other documents necessary to complete the sale and conveyance to ARTURO AMBRIZ RODRIGUEZ and YESSICA AMBRIZ the following described real property:

Being described as Lot 14, Block 3, Country Place Unit Two, City of El Paso, El Paso County, Texas, as shown on Exhibit "A" attached hereto and made a part hereof by this reference for all purposes.

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

CITY OF EL PASO

ATTEST:

\_\_\_\_\_  
Oscar Leeser, Mayor

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT AND FORM:

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

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

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

**DRAFT DO NOT SIGN**

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

***SPECIAL WARRANTY DEED***

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

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

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

Grantee: ARTURO AMBRIZ RODRIGUEZ AND YESSICA AMBRIZ

Grantee's Mailing Address (including county): 3612 Macaw Palm  
El Paso County, Texas 79936

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

Property:

Being a 0.35 acres parcel of land legally described as Lot 14, Block 3, Country Place Unit Two, City of El Paso, El Paso County, Texas, and more particularly described by subdivision plat map in **Exhibit "A"**, attached hereto and incorporated herein by this reference for all purposes, hereinafter, the "Property".

**USE RESTRICTIONS:**

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

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is subject to the following reservations and exceptions:

1. The property is conveyed to Grantee subject to a reservation by Grantor of a 20' foot wide utility easement, as described on the attached Exhibit "B", for the benefit of El Paso Water Utilities (EPWU). EPWU maintains and operates an active sewer line within the 20' feet wide easement. No permanent structures including buildings and concrete or asphalt paving will be permitted over the 20' feet wide easement. Any

landscaping and or low maintenance surfacing plans shall be submitted to EPWU for review and approval.

The GRANTOR agrees that its use of the Easement shall not otherwise interfere with the GRANTEE'S use of the Property. GRANTOR agrees that it will replace or repair, as reasonable, any landscaping and paving if disturbed by GRANTOR'S construction, maintenance or repair of or to its facilities in and upon such easement. GRANTOR shall promptly restore to as good condition as before working thereon all of the Property excavated by it with regard to the GRANTOR's use of the Easement.

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

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

2. This conveyance is subject to the following exceptions:
  - (a) Restrictive Covenants recorded in/under Volume 1026, Page 708, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color religion, sex, handicap, familial status, or national origin.
  - (b) Matters set forth on the subdivision plat, including but not limited to building set back lines, easements for public utilities, and easements for buried service wires, conduits, etc., with the right to ingress and egress for service, shown on the recorded plat of said addition in Volume 54, Page 32, Real Property Records, El Paso County, Texas. Said easements being 10 feet in width across the front and 5 feet in width along the rear and east property lines of subject property.
  - (c) This property lies within the irrigation water district controlled by the El Paso County Water Improvement District No. 1, which does not require any municipal utility district notices.
  - (d) All lots on plat subject to on-site ponding of storm waters, as set out on plat of subdivision recorded in Volume 54, Page 32, Real Property Records, El Paso County, Texas.
3. Grantor hereby, for itself, its successors and assigns forever, reserves all water in and under, and that may be produced from or attributable to the Property. If the water estate is subject to existing production or an existing license, this reservation includes the production, the license and all benefits from it: provided, however that Grantor hereby waives any right of ingress and egress to the surface of the Property for the purpose of exploring, drilling, developing or producing same.
4. Grantee shall be responsible, at its own cost, to conduct any necessary archeological or environmental survey or studies.
5. Grantor, for the consideration and subject to the restrictions, reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise

belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, though, or under Grantor but not otherwise.

6. The GRANTOR has executed and delivered this Deed, and the GRANTEE, by recording this Deed, has accepted this Deed and has purchased the Property "AS IS, WHERE IS" AND WITH ALL FAULTS, AND EXCEPT AS TO THE WARRANTY OF TITLE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE GRANTOR AND THE GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE GRANTEE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE LAWS, RULES, ORDINANCE OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE HABITABILITY, MERCHANTABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE GRANTOR. THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE GRANTOR HAS NOT MADE AN INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE CITY AND PURCHASED BY THE GRANTEE SUBJECT TO THE FOREGOING.
7. AFTER CLOSING, BETWEEN THE GRANTOR AND THE GRANTEE, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE THE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE GRANTEE INDEMNIFIES, HOLDS

HARMLESS AND RELEASES THE GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE GRANTEE INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE GRANTOR'S REPRESENTATIVES. THE GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

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

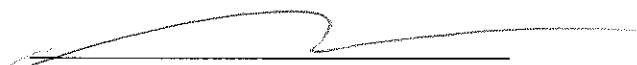
THE CITY OF EL PASO, TEXAS

APPROVED AS TO FORM:

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

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

APPROVED AS TO FORM AND CONTENT:

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

(Acknowledgement on next page)

**ACKNOWLEDGEMENT**

STATE OF TEXAS  
COUNTY OF EL PASO

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

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

EXHIBIT A

COUNTRY PLACE  
UNIT TWO

BEING A PORTION OF TRACTS 58, 6, 13 & 15 OF  
BLOCK 7, UPPER VALLEY SURVEYS  
EL PASO COUNTY, TEXAS

CONTAINING 35.685 AC.

RESOLUTION

STATE OF TEXAS,  
COUNTY OF EL PASO

HILLS CONSTRUCTION COMPANY, owner of said land, hereby presents this map and conditions to the use of the public for streets, easements and utility easements as herein laid down and described, including easements for streets, utility easements for public utility utilities, and buried service lines, conditions and plans for underground utilities, and the right to lay down and erect the service and construction and the right to lay down and erect the same.

Witness my hand and seal this 10th day of September, 1972, A.D.

*Walter D. L. ...*  
HILLS CONSTRUCTION CO.

ACKNOWLEDGMENT

STATE OF TEXAS,  
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared *Walter D. L. ...* who being 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 stated.

Given under my hand and seal this 10th day of September, 1972, A.D.

*Francis ...*  
Notary Public, in and for El Paso County, Texas  
My Commission expires *Jan 20, 1973*

CITY PLAN COMMISSION

This subdivision is hereby approved as to the platting and as to the resolution of the resolution in accordance with Article 16.04 of Chapter 16, Texas Civil Statutes, this 10th day of September, 1972, A.D.

*James ...*  
CITY PLAN COMMISSION

COUNTY PLANNING COMMISSION

Approved for filing by El Paso County Planning Commission this 10th day of September, 1972, A.D.

*...*

COUNTY COMMISSIONERS' COURT

Approved and ordered filed by Commissioners' Court of the County of El Paso, Texas this 17th day of September, 1972, A.D.

*...*

Filed and returned in the office of the County Clerk of El Paso County, Texas this 20th day of September, 1972, A.D., in Volume 24 of the Plat Books, Page 62-1110.

Prepared by and under the supervision of Tony G. Connor, Registered Professional Engineer No. 12674.

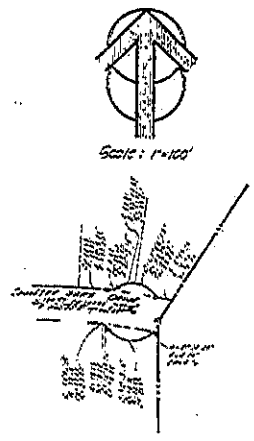
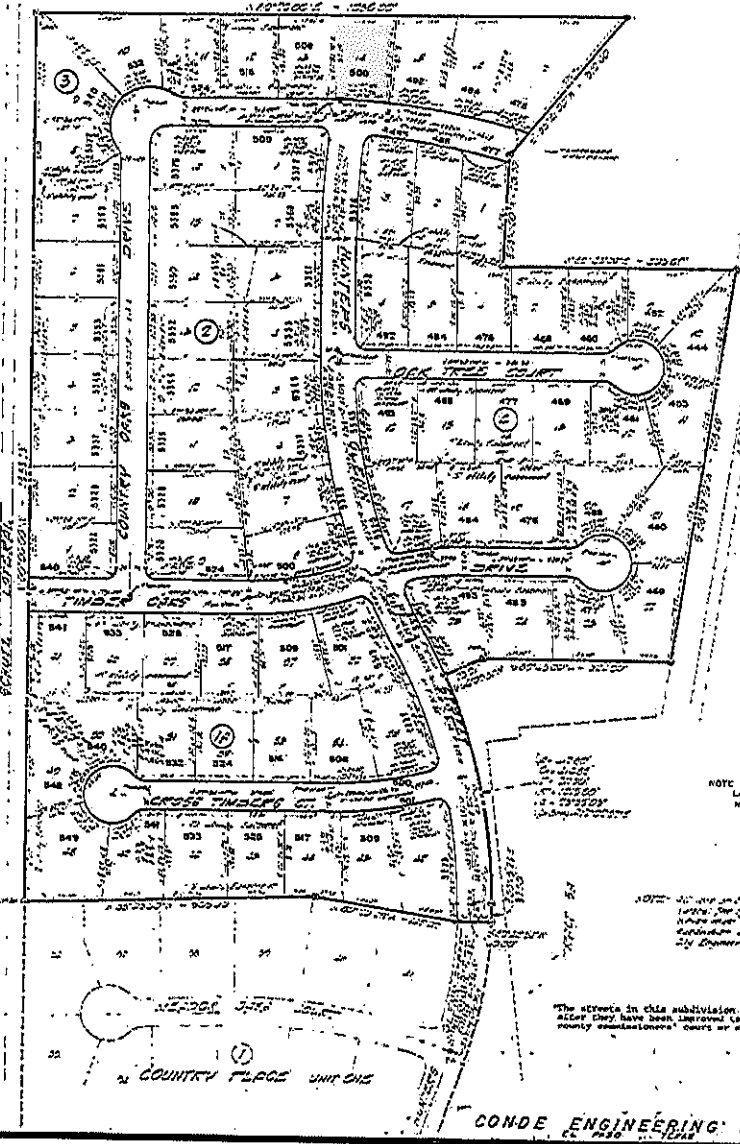
*...*

Date of preparation: 3/1/72

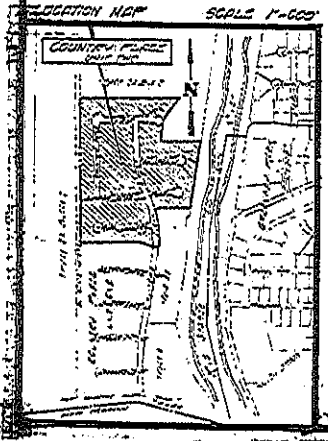


7-236-C

PORTION OF BLOCK 7



TEMPORARY CUL-DE-SAC DETAIL



LOCATION MAP

NOTE: Landscaped median must be maintained by the neighborhood association.

The streets in this subdivision will be accepted for maintenance after they have been improved to city standards and accepted by county commissioners' courts or county road and bridge department.

CONDE ENGINEERING, INC.



**EXHIBIT B**

**A 20 FEET WIDE EL PASO WATER UTILITIES EASEMENT**

A 0.0715 acre parcel of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lot 14, Block 3, Country Place Unit Two, as filed in Volume 54, Page 32 of the Plat Records of El Paso County and being more particularly described by metes and bounds as follows:

**COMMENCING** for reference at a 60D nail found at the centerline point of compound curvature of Country Oaks Drive (right-of-way varies) opposite of Lot 13, Block 3, Country Place Unit Two; **WHENCE**, a city monument found at the centerline point of intersection of Country Oaks Drive opposite of Lots 9 and 10, Block 3, Country Place Unit Two bears North 89°26'00" West, a distance of 313.20 feet (313.00 feet ~ record); **THENCE**, leaving the centerline of Country Oaks Drive, North 00°34'00" West, a distance of 25.00 feet to a chiseled "X" in concrete found on the north right-of-way line of Country Oaks Drive for the beginning of a non-tangent curve to the right; **THENCE**, following the north right-of-way line of Country Oaks Drive along the arc of said non-tangent curve to the right having a radius of 1,190.00 feet, a central angle of 01°37'38", an arc length of 33.79 feet and whose long chord bears South 89°45'10" East, a distance of 33.79 feet to a chiseled "X" in concrete found for the southwest corner of said Lot 14; **THENCE**, continuing along the north right-of-way line of Country Oaks Drive and following the arc of curve to the right having a radius of 1,190.00 feet, a central angle of 03°16'06", an arc length of 67.88 feet and whose long chord bears South 87°18'27" East, a distance of 67.87 feet to the **POINT OF BEGINNING** and the southwest corner of the parcel herein described;

**THENCE**, leaving the north right-of-way line of Country Oaks Drive, North 03°59'24" East, at a distance of 10.00 feet pass the north boundary line of a 10 feet wide platted utility easement, at a distance of 149.83 feet pass the south boundary line of a five feet wide platted utility easement and at a total distance of 154.83 feet to the north boundary line of said Lot 14 for the northwest corner of the parcel herein described;

**THENCE**, following the north boundary line of said Lot 14, North 89°26'00" East, a distance of 20.06 feet to the projection of the west boundary line of a five feet wide platted utility easement for the northeast corner of the parcel herein described; **WHENCE**, a 1/2 inch rebar found for the northeast corner of said Lot 14 bears North 89°26'00" East, a distance of 5.02 feet;

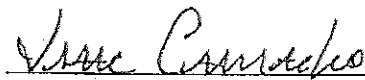
**THENCE**, leaving the north boundary line of said Lot 14 and following the projection of the west boundary line of a five feet wide platted utility easement, South 03°59'24" West, at a distance of 5.00 feet pass the south boundary line of a five feet wide platted utility easement and then continuing along the west boundary line of a five feet wide platted utility easement, at a

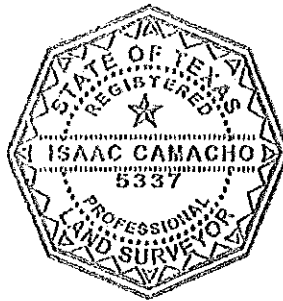
distance of 146.71 pass the north boundary line of a 10 feet wide platted utility easement and then continuing along the projection of the west boundary line of a five feet wide platted utility easement for a total distance of 156.71 feet to the north right-of-way line of Country Oaks Drive and the beginning of a non-tangent curve to the left for the southeast corner of the parcel herein described; **WHENCE**, a concrete nail with shiner set for the southeast corner of said Lot 14 bears South 84°35'20" East, a distance 5.00 along the long chord of a curve to the right having a radius of 1,190.00 feet, a central angle of 00°14'27" and an arc length of 5.00 feet;

**THENCE**, leaving the projection of the west boundary line of a five feet wide platted utility easement and following the north right-of-way line of Country Oaks Drive along the arc of said non-tangent curve to the left having a radius of 1,190.00 feet, a central angle of 00°57'47", an arc length of 20.00 feet and whose long chord bears North 85°11'31" West, a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.0715 acres (3,114.8 square feet), more or less, and being subject to any easements, restrictions or covenants of record.

I hereby certify that this description was prepared by me or under my supervision.

  
\_\_\_\_\_  
Isaac Camacho, TX R. P. L. S. No. 5337  
Date: October 16, 2014  
05896-071 EPWU Easement Desc



LOT 2, BLOCK 3, RIVER RUN UNIT TWO

WELCH GORDON, INC.  
VOLUME 3558, PAGE 587,  
E.P.C.D.R.

FOUND 1/2" REBAR

N89°26'00"E ROCKWALL

105.14'

SET 1/2" REBAR W/  
CAP No. TX 5337

80.06'

5' UTILITY EASEMENT (PLATTED)

DETAIL-B

150.48'

### COUNTRY PLACE UNIT TWO

VOLUME 54, PAGE 32.

LOT 13, BLOCK 3  
RODOLFO NORZAGARAY  
DOC# 20050055054,  
E.P.C.D.R.

(500 COUNTRY OAKS DR.)  
LOT 14, BLOCK 3,  
PUBLIC SERVICE BOARD  
(EL PASO WATER UTILITIES)  
VOL. 1892, PG. 695,  
E.P.C.D.R.

LOT 15,  
BLOCK 3

ANTONIO JR. &  
STEPHANIE, ORTIZ  
DOC# 20120037807,  
E.P.C.D.R.

ROCKWALL

CONCRETE EDGE

CONCRETE

CONCRETE

FOUND CHISELED  
"X" ON CONCRETE

FOUND CHISELED  
"X" ON CONCRETE

P.O.B.

10' UTILITY EASEMENT  
(PLATTED)

SET CONCRETE  
NAIL W/SHINER

FOUND CITY  
MONUMENT @ PI

C1

C3

C2

C4

C5

C6

DETAIL-A

HEADER CURB

COUNTRY OAKS DR.  
(R.O.W. VARIES)

30.00'

P.O.C.

FOUND GOD NAIL  
ON PAVEMENT  
@ FCC

SANITARY SEWER  
MANHOLE  
RIM ELEV: 3707.27  
INV. ELEV: 3699.67

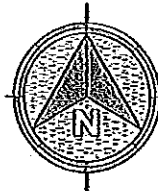
COUNTRY OAKS  
DR.

N89°26'00"W 313.20'(M)

313.00'(R)

#### LEGEND

- PROJECT BOUNDARY LINE
- LOT LINE
- CENTERLINE OF RIGHT-OF-WAY
- SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- ELECTRICAL BOX/WHART
- WATER VALVE
- TELEPHONE PEDESTAL



GRAPHIC SCALE



#### CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Isaac Garacho* 10-16-2014  
ISRAEL GARACHO, TX. R.P.L.S. NO. 5337

SHEET 1 OF 2

### BOUNDARY & IMPROVEMENT SURVEY

DRAWN BY: J.R. CHECKED BY: I.C. DATE: 09-25-2014 SCALE: 1" = 30'

LOT 14, BLOCK 3,  
COUNTRY PLACE, UNIT TWO,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS.



**B BROCK & BUSTILLOS INC.**  
CONSULTING CIVIL ENGINEERS  
LAND SURVEYORS  
TDFE REG. NO. P-757

417 EXECUTIVE CENTER-EL PASO, TX 79902-FH (915) 542-4900  
FAX (915) 542-2667-WWW.BROCKBUSTILLOS.COM

FILE NO: 05896-071

DATE PLOTTED: 10/16/2014 10:50:00 AM PROJECT: COUNTRY OAKS DR. LOT 14, BLOCK 3, UNIT TWO SHEET 1 OF 2



LOT 14

DETAIL-A  
N.T.S.

20' EPVU EASEMENT

5' UTILITY EASEMENT  
(PLATTED)

ROCKWALL

LOT 15

10' UTILITY EASEMENT  
(PLATTED)

C3

C2

C4

C5

C6

SET CONCRETE NAIL  
W/SHINER FOR  
SOUTHEAST CORNER  
OF LOT 14

HEADER CURB

COUNTRY OAKS DR.

DETAIL-B  
N.T.S.

LOT 2

N 89°26'00" E

105.14'

FOUND 1/2'  
REBAR FOR  
NORTHEAST  
CORNER OF LOT 14

80.06'

ROCKWALL

L2

L3

L4

ROCKWALL

5' UTILITY EASEMENT

20' EPVU EASEMENT

5' UTILITY EASEMENT  
(PLATTED)

ROCKWALL

LOT 14

LOT 15

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	33.79'	1190.00'	01°37'38"	33.79'	N89°45'10"W
C2	92.88'	1190.00'	04°28'20"	92.88'	N86°42'20"W
C3	67.88'	1190.00'	03°16'06"	67.87'	S87°18'27"E
C4	12.30'	1190.00'	00°35'32"	12.30'	N85°22'38"W
C5	7.70'	1190.00'	00°22'15"	7.70'	N84°53'44"W
C6	5.00'	1190.00'	00°14'27"	5.00'	S84°35'20"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	N00°34'00"W
L2	8.90'	N89°26'00"E
L3	11.16'	N89°26'00"E
L4	5.02'	N89°26'00"E

REFERENCE NOTES

1. BASIS OF BEARING IS THE CENTER LINE OF COUNTRY OAKS DRIVE (50.00' R.O.W.) IN COUNTRY PLACE SUBDIVISION, UNIT TWO, FAEO IN BOOK 54, PAGE 32 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS.
2. SUBJECT PROPERTY IS LOCATED IN ZONE 5X (DESIGNATES AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN) AS DETAILED ON THE EL PASO COUNTY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 460212 0125B, DATED SEPTEMBER 4, 1991.

SHEET 2 OF 2

BOUNDARY & IMPROVEMENT SURVEY

DRAWN BY: J.R. CHECKED BY: I.C. DATE: 09-25-2014 SCALE: 1" = 30'

LOT 14, BLOCK 3,  
COUNTRY PLACE, UNIT TWO,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS.



Isaac Camacho  
10-16-2014

FILE NO: 05896-071



**BROCK & BUSTILLOS INC.**

CONSULTING CIVIL ENGINEERS  
LAND SURVEYORS  
TEFC REG. NO. P-737

417 EXECUTIVE CENTER-EL PASO, TX 79902-FH (915) 542-4500  
FAX (915) 542-2867-WWW.BROCKBUSTILLOS.COM

STATE OF TEXAS §

§

CONTRACT OF SALE

COUNTY OF EL PASO §

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF EL PASO on behalf of the El Paso Water Utilities Public Service Board**, hereinafter referred to as the “PSB” as Seller and **ARTURO AMBRIZ RODRIGUEZ AND YESSICA AMBRIZ**, hereinafter referred to as the “Buyer.”

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

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

**Approximately 0.35 acres consisting of Lot 14, Block 3, Country Place Unit Two, City of El Paso, El Paso County, Texas as shown on 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 **Easements.** Easements for water and wastewater lines, if not located in public streets, shall be provided at no cost to the City or its Public Service Board.  
The property will be conveyed to Buyer subject to the following easement:
  - (a) The property will be conveyed to Buyer at closing subject to a reservation by Seller of a 20’ feet wide utility easement, as described on the attached Exhibit “C”, for the benefit of El Paso Water Utilities (EPWU). EPWU maintains and operates an active sewer line within the 20’ feet wide easement. No permanent

structures including buildings and concrete or asphalt paving will be permitted over the 20' feet wide easement. Any landscaping and or low maintenance surfacing plans shall be submitted to EPWU for review and approval.

**1.4 General Development Requirements.** This conveyance is subject to the requirements and conditions listed below:

- (a) This conveyance is subject to the restrictive covenants of record, recorded in Book 1026, Page 708, Film Records, El Paso County, Texas.
- (b) This conveyance is subject to all the subdivision plat requirements of Country Place Unit Two, recorded in Book 54, Page 32, File No. 93457, Plat Records, El Paso County, Texas.
- (c) This conveyance is subject to the zoning conditions identified in Ordinance 009332 adopted by the City of El Paso on March 29, 1988.

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

2. **Amount of Payment of Purchase Price.** The purchase price for the property shall be FIFTY EIGHT THOUSAND FOUR HUNDRED FIFTY DOLLARS AND 00/100 (\$58,450.00) plus buyer will pay all closing costs including cost of appraisal and advertising as identified in Paragraph 5.2.

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

2.2 **Earnest Money.** The PSB acknowledges the receipt of earnest money paid to the PSB by the Buyer in the amount of TWO THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS AND 00/100 (\$2,925.00) which will be credited to the purchase price at the time of closing.

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

3.1 **Title Insurance.** Within fourteen (14) days after receipt of written notification of the PSB's acceptance of the Buyer's offer, the Buyer shall provide the PSB with all information necessary to close the sale with the intent that, without good cause existing or further delay, it is anticipated that the PSB and the Buyer will close within thirty (30) days from the date of the approval of the City Council of an ordinance authorizing the sale of the Property. The Buyer at its expense will order a title commitment ("Commitment") from Rio Bravo Title Company, 7400 Viscount Blvd., Suite 200, El Paso, Texas 79925, 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.
  - 4.2 **Mechanic's Lien.** (i) No action has been taken, suffered or permitted by or on behalf of the PSB, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein; and (ii) no liens or lien claims, choate or inchoate, arising from the City's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property; and (iii) except as expressly disclosed in the documents relating to this transaction, the PSB has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the PSB.
  - 4.3 **Litigation.** There is no pending or contemplated litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.
  - 4.4 **Bills Paid.** At closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the PSB's ownership.
  - 4.5 **Compliance Law.** All laws, ordinances, rules and regulations of any Government or any agency, body or subdivision thereof, bearing in the PSB's development of the Property, have been complied with.
  - 4.6 **Taxes.** While the PSB owned the Property, the Property was exempt from ad valorem taxes.
  - 4.7 **Pre-Closing Claims.** PSB agrees that the Buyer's acceptance of title to the Property under the conveyance documents should not create any liability on the Buyer's part to third parties that have claims of any kind against the PSB in connection with the Property. The PSB hereby expressly disclaims any and all liability to third parties that have any claims against the PSB.

- 4.8 **Condition of Property Prior to Closing.** Prior to Closing, the PSB shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the Buyer.
- 4.9 **“AS IS, WHERE IS”.** THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN “AS IS, WHERE IS” TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE PSB AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE PSB OTHER THAN AS REGARDS THE EXISTING PSB EASEMENTS AND THE PSB PIPELINES AND EQUIPMENT WITHIN SUCH EASEMENTS. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE PSB HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE PSB IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE PSB AND PURCHASED BY THE BUYER SUBJECT TO THE FOREGOING.
- 4.10 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE PSB AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE PSB FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL

PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

- 4.11 **Buyer's use.** The Buyer represents to the PSB that it intends to use the property in accordance with the conditions in Exhibit "B" (Bid Document #06-15) attached hereto and made a part hereof for all purposes. Buyer will comply with all City, State and Federal Law and/or Ordinances.
- 4.12 **Survival.** All agreements of the PSB made in this document shall survive the execution and delivery hereof and the Closing hereunder, until such time as all of the obligations of the signatories hereto shall have lapsed in accordance with their respective terms or shall have been discharged in full.
5. **Closing.** The closing of this transaction ("Closing") shall take place at the offices of Rio Bravo Title Company, 7400 Viscount Blvd., Suite 200, El Paso, Texas 79925, 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.
  - (a) Real Estate Appraisal and Advertising fees shall be paid by the Buyer.
- 5.3 **PSB's Obligations.** At Closing, the PSB shall deliver to the Buyer a duly executed and acknowledged Special Warranty Deed conveying the Property and any related easements, free and clear of any and all liens, encumbrances, conditions, assessments, and restrictions, except for (i) ad valorem taxes for the year of Closing, if any, which shall be prorated to the date of Closing, and assumed by the Buyer upon closing, (ii) the standard printed exceptions contained in the usual form of the Owner's Policy, and (iii) any other exceptions set forth in the Title Policy which the Buyer has approved pursuant to Paragraph 4 above.
- 5.4 **Other Obligations.** Each party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate this transaction.

6. **Default.**

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

7. **Miscellaneous.**

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

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

Buyer:     Arturo Ambriz Rodriguez & Yessica Ambriz  
              3612 Macaw Palm  
              El Paso, Texas 79936

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

- 8.1 **Time.** Time is of the essence of this Agreement and each and every provision hereof.
- 8.2 **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.
- 8.3 **Survival of Provisions.** The terms contained in this Agreement, including without limitation, representations, warranties, covenants and agreements of the parties, shall

survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Contract, which will be construed as if the invalid or unenforceable provision had never existed.

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

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

8.6 **Effective Date.** As used herein, "Effective Date" shall mean the date of the approval of City Council of an Ordinance authorizing the 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 \_\_\_\_\_, 2015.

**SELLER:**

EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD

By: Marcela Navarrete  
Marcela Navarrete  
Vice President

CITY OF EL PASO  
A Municipal Corporation

By: \_\_\_\_\_  
Tomás González, City Manager

APPROVED AS TO CONTENT:

Lupe Cuellar  
Lupe Cuellar  
Real Estate Manager and Counsel

APPROVED AS TO FORM:

Bertha Ontiveros  
Bertha Ontiveros  
Senior Assistant City Attorney

**BUYERS:**

By: Arturo Ambriz Rodriguez  
Arturo Ambriz Rodriguez

By: Yessica Ambriz  
Yessica Ambriz

(Acknowledgements continue on next page)

ACKNOWLEDGMENTS

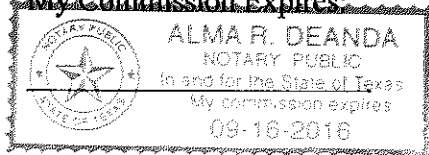
STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on the 5<sup>th</sup> day of March, 2015, by Marcela Navarrete, Vice President of El Paso Water Utilities Public Service Board.

*Alma R. De Anda*

Notary Public, State of Texas

My Commission Expires:



STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

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

My Commission Expires:

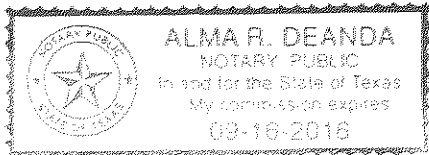
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on the 4<sup>th</sup> day of March, 2015, by Arturo Ambriz Rodriguez.

*Alma R. De Anda*

Notary Public, State of Texas

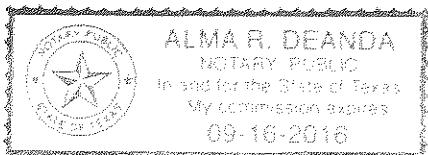


STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on the 2<sup>th</sup> day of March, 2015, by Yessica Ambriz.

*Alma R. De Anda*

Notary Public, State of Texas



**EXHIBIT "A"**

**COUNTRY PLACE  
UNIT TWO**

BEING A PORTION OF TRACTS 5B, 6, 12 & 15 OF  
BLOCK 7, UPPER VALLEY SURVEYS  
EL PASO COUNTY, TEXAS

CONTAINING 35.685 Ac.

**DECLARATION**

STATE OF TEXAS,  
COUNTY OF EL PASO

WE, THE UNDERSIGNED, JOHN J. CONDE, owner of this land, hereby represent that we and our associates in the name of the parties hereto, have caused a plat of subdivision of the above described land to be prepared, including necessary for location of proposed streets, for public use, utility, and service lines, easements and other for recordable interests, and the plat is approved and signed for location and construction and the right to locate, construct, open and maintain.

Witness our hands and seals this 12th day of September, 1970, A.D.

*John J. Conde* *John J. Conde*  
John J. Conde, President  
MILLER CONSTRUCTION CO.

**ACKNOWLEDGEMENT**

STATE OF TEXAS,  
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared JOHN J. CONDE, 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 stated.

Given under my hand and seal this 12th day of September, 1970, A.D.

*John J. Conde*  
John J. Conde, President  
MILLER CONSTRUCTION CO.

**CITY PLAN COMMISSION**

This subdivision is hereby approved as to the siting and as to the location of the proposed streets and easements and other interests therein, in accordance with the provisions of the City Plan Commission Act, Chapter 212, Acts of the 55th Legislature, 1957, A.D.

*John J. Conde* *John J. Conde*  
John J. Conde, President  
MILLER CONSTRUCTION CO.

**COUNTY COMMISSIONERS' COURT**

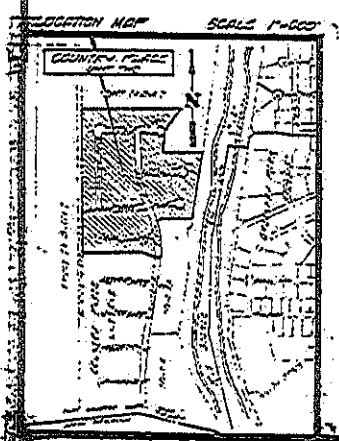
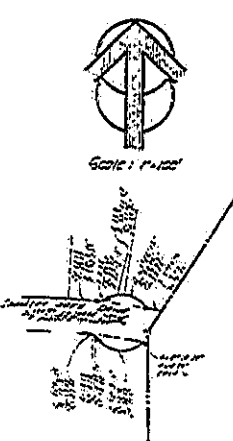
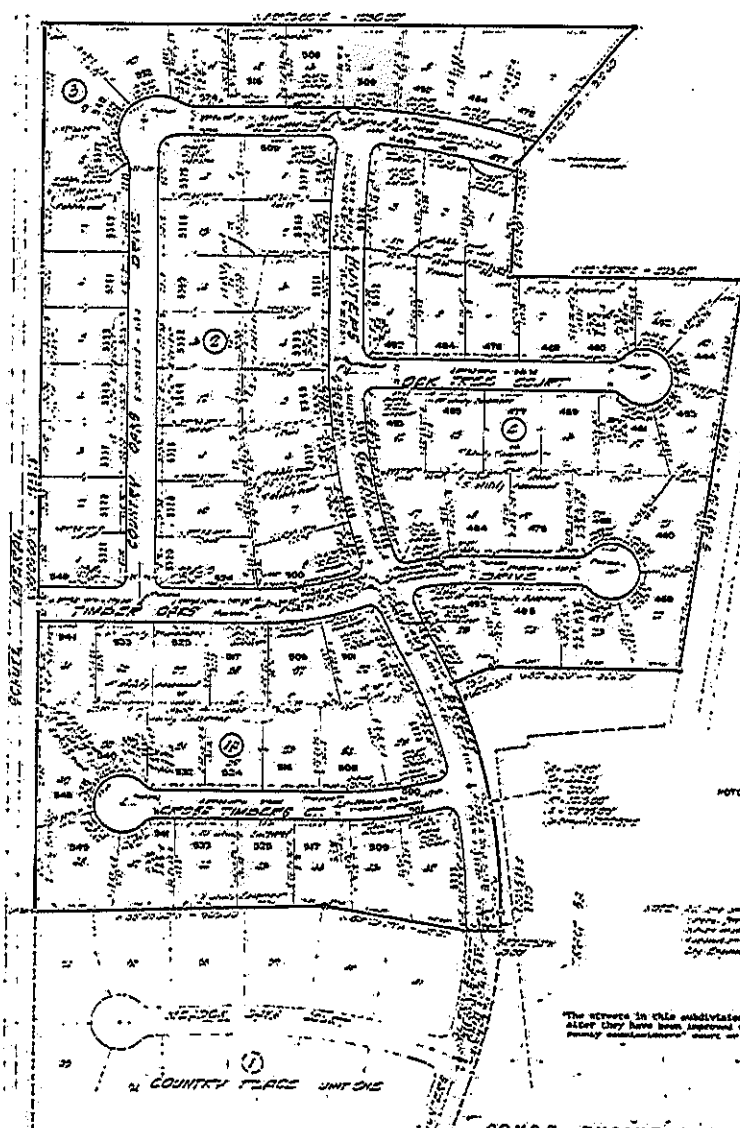
Approved and ordered filed by County Commissioners' Court of the County of El Paso, Texas this 12th day of September, 1970, A.D.

*John J. Conde* *John J. Conde*  
John J. Conde, President  
MILLER CONSTRUCTION CO.

Filed and returned in the office of the County Clerk of El Paso County, Texas, this 12th day of September, 1970, A.D., in Volume 54 of the Plat Record, Page 12.

Prepared by and under the supervision of Tony C. Conde, Registered Professional Engineer No. 19741.

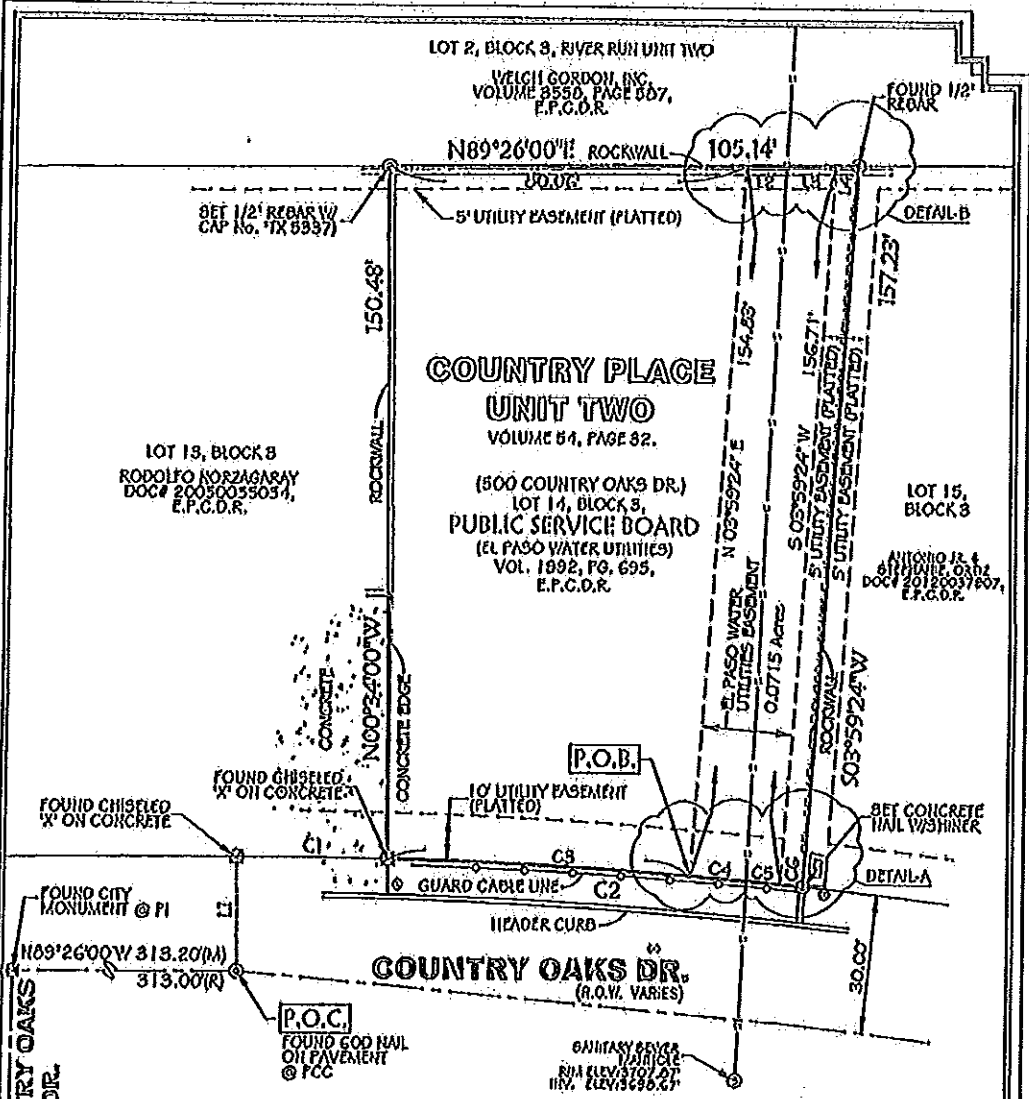
*T. C. Conde*  
Tony C. Conde  
D.P.E. No. 19741



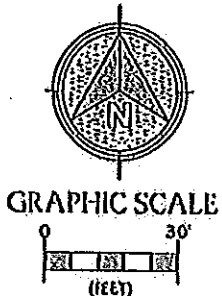
The streets in this subdivision will be accepted for maintenance after they have been improved to city standards and accepted by county commissioners' court or county court and before department.

CONDE ENGINEERING, INC.

**7-236-C**



- LEGEND**
- PROJECT BOUNDARY LINE
  - LOT LINE
  - CENTERLINE OF RIGHT-OF-WAY
  - SHRINKAGE BEARING LINE
  - SHRINKAGE BEARING POINT
  - ELECTRICAL MONUMENT
  - WATER VALVE
  - TELEPHONE MONUMENT



**CERTIFICATION**  
 I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS BASED ON AN ORIGINAL SURVEY PLANNED ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Isaac Gahagan* 10-16-2014  
 ISAC GAHAGAN, L.S. 8,165,833

SHEET 1 OF 2



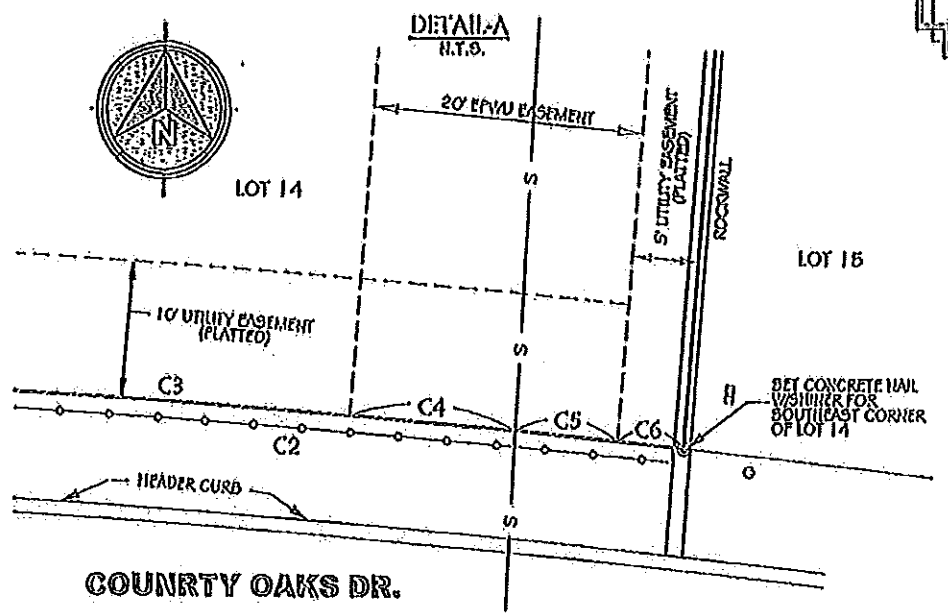
**BOUNDARY & IMPROVEMENT SURVEY**

DRAWN BY: J.R. CHECKED BY: I.C. DATE: 09-25-2014 SCALE: 1" = 80'  
 LOT 14, BLOCK 3,  
 COUNTRY PLACE, UNIT TWO,  
 CITY OF EL PASO, EL PASO COUNTY, TEXAS.

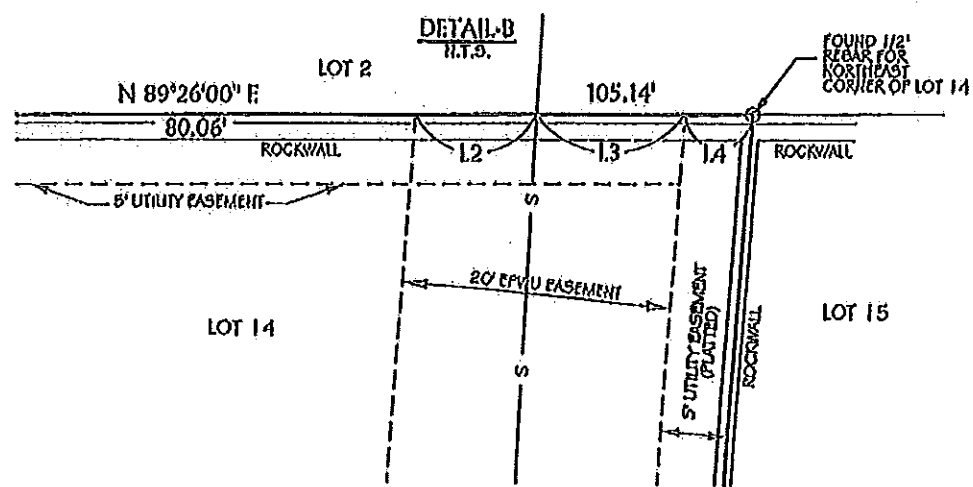
**BROCK & BUSTILLOS INC.**  
 CONSULTING CIVIL ENGINEERS  
 L.L.O. SURVEYORS  
 1912120, NO. P-737

417 EXECUTIVE CENTER - EL PASO, TX 79902 - PH (915) 842-4500  
 FAX (915) 842-2667 - WWW.BROCK&BUSTILLOS.COM

FILE NO: 05096-071



COUNTRY OAKS DR.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	83.78'	1180.00'	01°37'36"	83.78'	N69°15'10"W
C2	92.68'	1180.00'	04°20'20"	92.68'	N06°42'20"W
C3	67.88'	1180.00'	03°16'06"	67.87'	S07°18'27"E
C4	12.30'	1180.00'	00°55'32"	12.30'	N05°22'30"W
C5	7.70'	1180.00'	00°22'15"	7.70'	N04°59'44"W
C6	8.00'	1180.00'	00°14'27"	8.00'	S04°35'20"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	N00°34'00"W
L2	8.90'	N09°26'00"E
L3	11.16'	N09°26'00"E
L4	5.02'	N09°26'00"E

**REFERENCE NOTES**

1. BASIS OF BEARINGS IS THE CENTER LINE OF COUNTRY OAKS DRIVE (10.00' R.O.W.) BY COUNTRY PLACE SUBDIVISION, UNIT TWO, PARCEL BOOK 54, PAGE 32 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS.
2. SUBJECT PROPERTY IS LOCATED IN ZONE 2 (DESIGNATED AS ZONE 2) BECAUSE THE 100-YEAR FLOOD ELEVATION DETAINED ON THE EL PASO COUNTY FLOOD DISTRICT FACILITY CONTROL PANEL No. 49312-01235, DATED SEPTEMBER 4, 1991.

SHEET 2 OF 2



Mark Campos  
10-16-2014  
FILE NO: 05896-071

**BOUNDARY & IMPROVEMENT SURVEY**

DRAWN BY: J.R. CHECKED BY: I.C. DATE: 09-25-2014 SCALE: 1" = 30'  
LOT 14, BLOCK 3,  
COUNTRY PLACE, UNIT TWO,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS.



**BROCK & BUSTILLOS INC.**

CONSULTING CIVIL ENGINEERS  
LAND SURVEYORS  
1672229, 110, F-737

417 EXECUTIVE CENTER - EL PASO, TX 79902-1111 (915) 842-4500  
FAX (915) 842-2247 - (915) 842-3163/3169, 3041

DATE PLOTTED: 10-16-2014 10:58:57 AM

**EXHIBIT "B"**

**EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD**

**COUNTRY PLACE UNIT TWO, BLOCK 3, LOT 14  
CITY OF EL PASO, EL PASO COUNTY, TEXAS**

**BID NUMBER:  
06-15**

**TO BE OPENED:  
Friday, December 19, 2014  
11:00 a.m.**

**BIDDER'S PROPOSAL**

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

**SUBJECT:** Sale of Real Estate

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

DESCRIPTION OF LAND

TOTAL AMOUNT BID

CONSISTING OF LOT 14, BLOCK 3, COUNTRY PLACE  
UNIT TWO, CITY OF EL PASO, EL PASO COUNTY TEXAS  
APPROXIMATELY (0.350 ACRES)

\$ 58,450<sup>00</sup>

The attached subdivision plat map, (Exhibit A1) identifies the description of the lot. Also, attached is a location map, (Exhibit A2) that describes the acreage and location of the lot. All bids must comply with the conditions set forth herein.

The **MINIMUM ACCEPTABLE BID** for the land is **\$58,400.00**. In addition, the successful bidder must pay all costs of title insurance, advertising, and appraisal at closing.

Arturo Ambríz R  
FIRM

Arturo Ambríz Rodríguez  
SIGNATURE

MAILING ADDRESS

PRINTED NAME

915 · 208 9122  
915 · 599 9094  
TELEPHONE NUMBER/FAX NUMBER

dmyco @ prodigy . net . mx  
E-MAIL ADDRESS

915 407 8527

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

**SALE OF REAL ESTATE**

**GENERAL CONDITIONS AND  
INSTRUCTIONS TO BIDDERS**

**BID NUMBER  
06-15**

Sealed bids addressed to John E. Ballew, P.E., President/CEO, El Paso Water Utilities for the sale of property described as Lot 14, Block 3, Country Place Unit Two, City of El Paso, El Paso County, Texas, totaling approximately **0.350 acres** of real estate, as shown on the attached Exhibits "A1 and A2", will be received in the office of the El Paso Water Utilities, located at 1154 Hawkins Boulevard, El Paso, Texas 79925 until **11:00 a.m.**, local time, **Friday, December 19, 2014**, publicly opened and read aloud in the 1st floor conference room of the El Paso Water Utilities.

**BID PROCEDURES**

1. Bids must be made on the attached Bidder's Proposal. An original copy must be received in the El Paso Water Utilities' Purchasing Department by **11:00 a.m.**, local time, **Friday, December 19, 2014**, by either mailing to El Paso Water Utilities, P.O. Box 511, El Paso, Texas 79961-0001 or by hand delivery to the purchasing agent on the 1<sup>st</sup> floor of the El Paso Water Utilities' Administration building at 1154 Hawkins Boulevard, El Paso, Texas. The Bidder is responsible for delivery of the bid by the above listed time. All bids shall be in a sealed envelope that is clearly marked with the Bid Number on the lower left hand corner of the outside of the envelope.
2. The bid will be awarded to the bidder submitting the highest bid that equals or exceeds the minimum acceptable price for each lot, not a total for all lots. All bids must comply with the conditions set forth herein.
3. Any bid received after the above listed time for receiving bids will be returned unopened.
4. Bidders are invited to be present at the opening of bids.
5. If the bid is made by an agent for a proposed purchaser, the signature of such agent shall be affixed to the Bidder's Proposal. In addition, the bid shall identify the proposed purchaser in whose name the title will be taken. **No agent or broker commission will be the responsibility or will be paid by the El Paso Water Utilities - Public Service Board.**

6. The El Paso Water Utilities - Public Service Board reserves the right to reject any or all bids or to award a contract either in whole or in part and to waive any minor irregularities, if it is deemed to be in the best interest of the El Paso Water Utilities - Public Service Board.
7. Each bidder must include a cashier's check, certified check or money order in the amount of five percent (5%) of the bid total as earnest money to ensure that the successful bidder will complete the purchase of the land. Such bid security must identify the bidder in whose name it is submitted. If the successful bidder fails to complete the purchase, said earnest money will be forfeited, and the El Paso Water Utilities - Public Service Board reserves the right to make the sale to the next highest responsible bidder or to reject all bids.
8. No bid may be withdrawn after the deadline for receipt of bids. The El Paso Water Utilities will retain the earnest money of the successful bidder and the earnest money will be applied to the purchase price of the successful bidder's land.
9. No oral, telephone, internet or telegraph bids will be accepted.
10. After award of the bid, all unsuccessful bidders will be notified in writing and their earnest monies will be refunded within 30 days of notice.
11. The **MINIMUM ACCEPTABLE BID** for the land is **\$58,400.00**. In addition, the successful bidder must pay all costs of title insurance, advertising, and appraisal at closing.
12. The property must be purchased in cash at the time of closing. All closing costs, including title insurance, advertising, and appraisal must be paid by the successful bidder.
13. Within ten (10) days after receipt of written notification of acceptance of this bid, the successful bidder shall provide the El Paso Water Utilities - Public Service Board with all information necessary to close the sale and prepare the deed and other necessary papers. Unless good cause exists for further delay, it is contemplated that the sale will be closed within thirty days from the date of approval by the City Council of the City of El Paso of an ordinance authorizing the sale. The earnest money will be deposited in an interest bearing account after the date of award by the El Paso Water Utilities - Public Service Board with interest accruing to the El Paso Water Utilities - Public Service Board.
14. Conveyance of the property to the successful bidder shall be contingent upon passage of an ordinance by the City Council of the City of El Paso authorizing the Mayor or City Manager to execute a deed or deeds or other documents as needed.
15. The successful bidder shall execute a real estate sales contract acceptable to the Real Estate Manager and Counsel within 15 days of award of the bid by the Public Service Board, which includes the conditions and instructions to bidders.
16. The conveyance of the subject real estate will be by Special Warranty Deed and will be subject to all easements, restrictions, reservations, rights of way, dedications, and other encumbrances, of record or apparent upon the property.

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

#### **GENERAL DEVELOPMENT REQUIREMENTS**

19. Any conveyance of this land will be subject to a restrictive covenant to the effect that the successful bidder, its successors or assigns will not, subject to existing law, discard, place or store upon such land, any radioactive material or other hazardous waste material or animal waste which would contaminate or otherwise damage the ground water supply sources of the City of El Paso.
20. This property is inside the city limits of El Paso. The design, location and construction of improvements shall be per City of El Paso Code requirements. Future development of this property must retain its developed runoff. The property must also adhere to the requirements of the recorded subdivision Country Place Subdivision Unit 2 which requires all lots to be on-site ponding and to the approved subdivision street and drainage plans that are on record at the City Engineering Department.
21. Re-zoning the property for uses other than those allowed in the current zoning category (R2SPC/Residential) is the sole responsibility of the successful bidder after the transfer of title. Neither the City of El Paso, the Public Service Board or their agents or employees have made any representations regarding future land uses and zoning. Future zoning applications are subject to full review of City of El Paso staff, the City Plan Commission and the discretion and final approval of City Council.
22. The successful bidder accepts the responsibility for conducting its own archeological and environmental surveys of the property and contacting the Texas Historical Commission (THC) for any potential archeological information pertaining to the site. Mitigation of any conditions on the property, including archeological sites or, without limitations, adverse environmental conditions, shall be at the expense of the successful bidder who shall take the property subject to all existing conditions. The successful bidder accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the property.
23. The successful bidder agrees that he or she has examined the property and accepts the land "AS IS" including but not limited to the present zoning and surface conditions.
24. This conveyance is subject to the restrictive covenants of record, recorded in Book 1026, Page 708, Film Records, El Paso County, Texas.

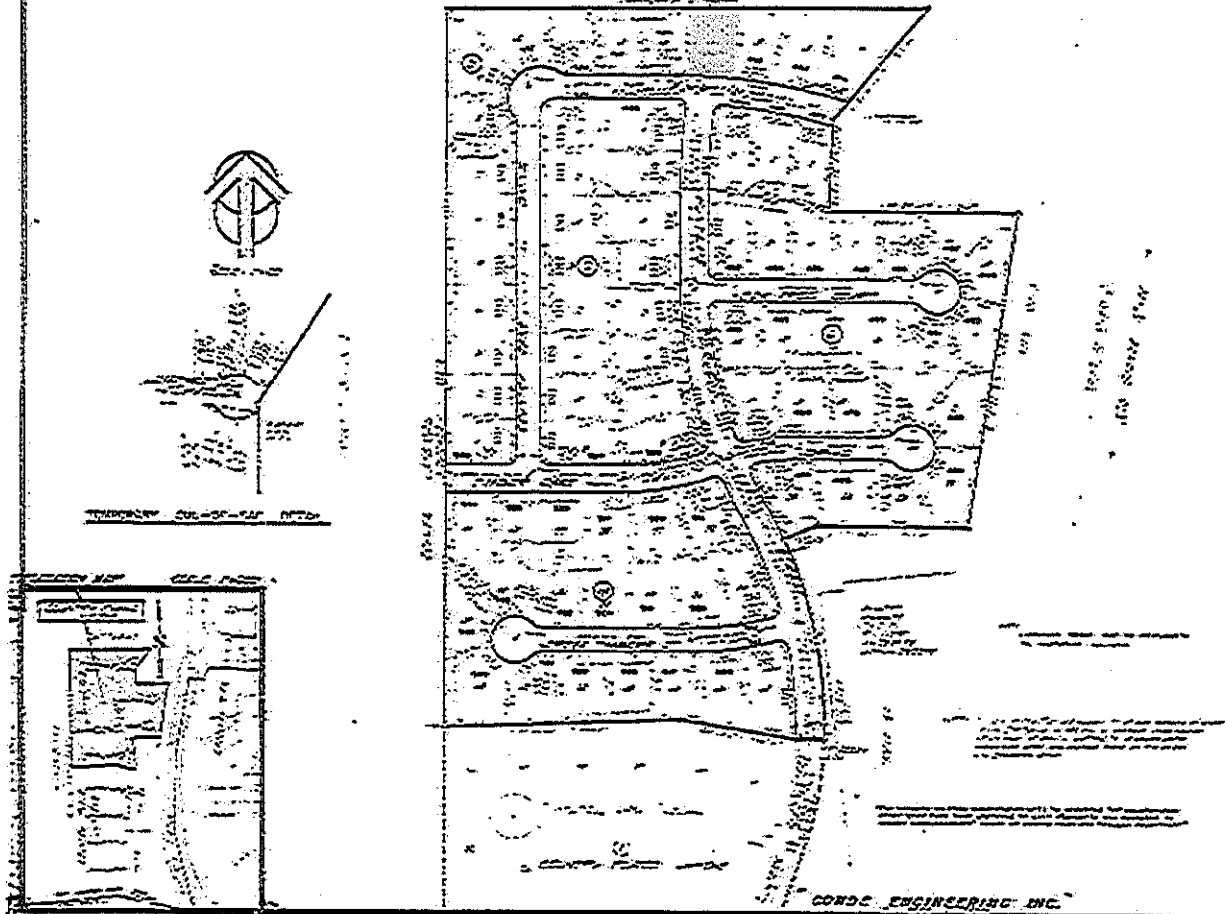
25. This conveyance is subject to all the subdivision plat requirements of Country Place Unit Two recorded in Book 54, Page 32, File No. 93457, Plat Records, El Paso County, Texas.
26. This conveyance is subject to the zoning conditions identified in Ordinance 009332 adopted by the City of El Paso on March 29, 1988 and attached as Exhibit "B".

**WATER AND SANITARY SEWER SERVICE REQUIREMENTS**

27. All ground water, water rights, or rights to surface water shall be reserved to the El Paso Water Utilities - Public Service Board of the City of El Paso. The successful bidder shall not have the right to drill a well and produce therefrom any quantity of groundwater.
28. Water, and sanitary sewerage service will be provided in accordance with the most current Public Service Board Rules and Regulations of the El Paso Water Utilities at the time of application for service to the Developer Services Section of the El Paso Water Utilities.
29. In order to promote water conservation, to ensure optimum water-use efficiency, and to prevent runoff into streets, it is the policy of the Public Service Board to require landscape and irrigation restrictions in the sales of undeveloped land. Development of the property will be governed by the El Paso Municipal Code Title 15 (Public Services), Chapter 12 (Water and Sewer System) and Chapter 13 (Water Conservation), including no more than 50% turf in landscapable area.
30. This conveyance will be subject to a twenty foot wide El Paso Water Utilities Easement reservation for sewer facilities as shown on the attached Exhibit "C". The El Paso Water Utilities maintains and operates an active sewer line within the twenty-foot wide easement to be retained as part of this sale. No permanent structures including buildings and concrete or asphalt paving will be permitted over the twenty-foot wide easement. Any landscaping and or low maintenance surfacing plans shall be submitted to El Paso Water Utilities for review and approval. The twenty-foot wide easement is subject to all applicable conditions and restrictions in the El Paso Water Utilities-Public Service Board Easement Policy which is on record with El Paso Water Utilities' Engineering Department.

# COUNTRY PLACE UNIT TWO

BEING A PORTION OF TRACT 50, C. 15 6 0 OF  
BOOK 7, UPPER VALLEY SURVEY  
IN RENO COUNTY, TEXAS  
CONTAINING 25.625 AC.



APPROVED FOR THE CITY OF DALLAS  
BY THE CITY ENGINEER  
APPROVED FOR THE COUNTY OF TARRANT  
BY THE COUNTY ENGINEER  
APPROVED FOR THE STATE OF TEXAS  
BY THE STATE ENGINEER

*[Signatures]*

CONDC ENGINEERING, INC.

7-236-C

EXHIBIT "A1"

BIR

DUCKETT

COUNTRY OAKS

22 Cover Line

COUNTRY OAKS

COUNTRY OAKS

HUNTERS GLENN

500 Country Oaks

COUNTRY PLACE UNIT #2, BLOCK 3, LOT 14

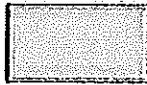


Exhibit "A-2"

*1 picture*

009332

EXHIBIT "B"

AN ORDINANCE CHANGING THE ZONING OF TRACTS 41C, 41C1, 42C, 42C1 AND 42C2, NELLIE D. MUNDY SURVEY NO. 241; TRACT 59A, NELLIE D. MUNDY SURVEY NO. 241; TRACT 1B, MANUEL GONZALEZ SURVEY NO. 186; TRACTS 1C AND 1D, BLOCK 10, UPPER VALLEY SURVEYS; TRACT 7B13, BLOCK 9, UPPER VALLEY SURVEYS; TRACTS 6D AND 6F, BLOCK 9, UPPER VALLEY SURVEYS; ALL OF LOT 1, BLOCK 1, AND LOT 1, BLOCK 2, RIVER RUN UNIT ONE; AND ALL OF TRACTS 7A, 15A AND 16, BLOCK 7, UPPER VALLEY SURVEYS.

THE PENALTY BEING AS PROVIDED IN SECTION 20.68.010 OF THE EL PASO CITY CODE.

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

That the zoning of the following parcels be changed within the meaning of the Zoning Ordinance of the City of El Paso and that the Zoning Map of the City of El Paso be revised accordingly:

1. Parcel No. 1, more particularly described as all of Tracts 41C, 41C1, 42C, 42C1, and 42C2, Nellie D. Mundy Survey No. 241, shall be changed from R-3 (Residential) to C-4 (Commercial).
2. Parcel No. 2, more particularly described as all of Tract 59A, Nellie D. Mundy Survey No. 241, shall be changed from R-3 (Residential) to C-4 (Commercial).

As a special protective condition which will minimize any potential adverse impact, and to ensure the appropriateness of this land use, the property owners shall be required to dedicate ten feet (10') of additional right-of-way for the widening of Artcraft Road.

3. Parcel No. 3, more particularly described as all of Tract 1B, Manuel Gonzalez Survey No. 186, shall be changed from R-3 (Residential) to C-4 (Commercial).

009332

PP-5356  
**RECEIVED**  
 APR 22 1988  
 PLANNING DEPARTMENT

As a special protective condition which will minimize any potential adverse impact, and to ensure the appropriateness of this land use, the property owners shall be required to dedicate ten feet (10') of additional right-of-way for the widening of Aircraft Road.

4. Parcel No. 6, more particularly described as all of Tracts 1C and 1D, Block 10, Upper Valley Surveys, shall be changed from R-3 (Residential) to R-F (Ranch/Farm).
5. Parcel No. 7, more particularly described as all of Tract 7B13, Block 9, Upper Valley Surveys, shall be changed from R-3 (Residential) to R-2 (Residential).
6. Parcel No. 8, more particularly described as all of Tracts 6D and 6F, Block 9, Upper Valley Surveys, shall be changed from R-3 (Residential) to R-2 (Residential).
7. L-Shaped Parcel, more particularly described as all of Lot 1, Block 1, and Lot 1, Block 2, River Run Unit One Subdivision, and all of Tracts 7A, 15A and 16, Block 7, Upper Valley Surveys, shall be changed from R-3 (Residential) to R-2 (Residential).

As a special protective condition which will minimize any potential adverse impact, and to ensure the appropriateness of this land use, all lots must be developed to a minimum lot size of 13,500 square feet.

PASSED AND APPROVED this 29<sup>th</sup> day of March,

1988.

ATTEST:

Carole Hunter

City Clerk

Mayor

Jonathan W. Rogers

SIGNATURES CONTINUED ON NEXT PAGE

APPROVED AS TO FORM:

C. Catoris  
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]  
Department of Planning,  
Research and Development

ZNG6:5356.88

009332



**BROCK & BUSTILLOS INC.**  
CONSULTING CIVIL ENGINEERS  
LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY D. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

ISAAC CAMACHO, R.P.L.S.  
Survey Manager

TBPE Reg. No. F-737  
TAPLS Reg. No. 101314-00

## EXHIBIT "C"

### A 20 FEET WIDE EL PASO WATER UTILITIES EASEMENT

A 0.0715 acre parcel of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lot 14, Block 3, Country Place Unit Two, as filed in Volume 54, Page 32 of the Plat Records of El Paso County and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 60D nail found at the centerline point of compound curvature of Country Oaks Drive (right-of-way varies) opposite of Lot 13, Block 3, Country Place Unit Two; WHENCE, a city monument found at the centerline point of intersection of Country Oaks Drive opposite of Lots 9 and 10, Block 3, Country Place Unit Two bears North 89°26'00" West, a distance of 313.20 feet (313.00 feet ~ record); THENCE, leaving the centerline of Country Oaks Drive, North 00°34'00" West, a distance of 25.00 feet to a chiseled "X" in concrete found on the north right-of-way line of Country Oaks Drive for the beginning of a non-tangent curve to the right; THENCE, following the north right-of-way line of Country Oaks Drive along the arc of said non-tangent curve to the right having a radius of 1,190.00 feet, a central angle of 01°37'38", an arc length of 33.79 feet and whose long chord bears South 89°45'10" East, a distance of 33.79 feet to a chiseled "X" in concrete found for the southwest corner of said Lot 14; THENCE, continuing along the north right-of-way line of Country Oaks Drive and following the arc of curve to the right having a radius of 1,190.00 feet, a central angle of 03°16'06", an arc length of 67.88 feet and whose long chord bears South 87°18'27" East, a distance of 67.87 feet to the POINT OF BEGINNING and the southwest corner of the parcel herein described;

THENCE, leaving the north right-of-way line of Country Oaks Drive, North 03°59'24" East, at a distance of 10.00 feet pass the north boundary line of a 10 feet wide platted utility easement, at a distance of 149.83 feet pass the south boundary line of a five feet wide platted utility easement and at a total distance of 154.83 feet to the north boundary line of said Lot 14 for the northwest corner of the parcel herein described;

THENCE, following the north boundary line of said Lot 14, North 89°26'00" East, a distance of 20.06 feet to the projection of the west boundary line of a five feet wide platted utility easement for the northeast corner of the parcel herein described; WHENCE, a 1/2 inch rebar found for the northeast corner of said Lot 14 bears North 89°26'00" East, a distance of 5.02 feet;

THENCE, leaving the north boundary line of said Lot 14 and following the projection of the west boundary line of a five feet wide platted utility easement, South 03°59'24" West, at a distance of 5.00 feet pass the south boundary line of a five feet wide platted utility easement and then continuing along the west boundary line of a five feet wide platted utility easement, at a

distance of 146.71 pass the north boundary line of a 10 feet wide platted utility easement and then continuing along the projection of the west boundary line of a five feet wide platted utility easement for a total distance of 156.71 feet to the north right-of-way line of Country Oaks Drive and the beginning of a non-tangent curve to the left for the southeast corner of the parcel herein described; **WHENCE**, a concrete nail with shiner set for the southeast corner of said Lot 14 bears South  $84^{\circ}35'20''$  East, a distance 5.00 along the long chord of a curve to the right having a radius of 1,190.00 feet, a central angle of  $00^{\circ}14'27''$  and an arc length of 5.00 feet;

**THENCE**, leaving the projection of the west boundary line of a five feet wide platted utility easement and following the north right-of-way line of Country Oaks Drive along the arc of said non-tangent curve to the left having a radius of 1,190.00 feet, a central angle of  $00^{\circ}57'47''$ , an arc length of 20.00 feet and whose long chord bears North  $85^{\circ}11'31''$  West, a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.0715 acres (3,114.8 square feet), more or less, and being subject to any easements, restrictions or covenants of record.

I hereby certify that this description was prepared by me or under my supervision.

Isaac Camacho  
Isaac Camacho, TX R. P. L. S. No. 5337  
Date: October 16, 2014  
05896-071 EPIVU Easement Desc

