

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

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

AGENDA DATE: Introduction - Aug 20, 2019
Public Hearing - Sept 3, 2019

CONTACT PERSON/PHONE: James Wolff, 594-5511

DISTRICT(S) AFFECTED: 8

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Contract of Sale with the Housing Authority of the City of El Paso for the sale of 6.325 acres of land more or less, being described as Lot 3, Block 1, Coronado Del Sol, an Addition to the City of El Paso, El Paso County, Texas. (District: 8)
EPWater, James Wolff, (915) 594-5511.

BACKGROUND / DISCUSSION:

This parcel of land, is owned by the City of El Paso and managed by the El Paso Water Utilities - Public Service Board (EPWU/PSB). On August 9, 2017, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of El Paso Water to forward the recommendation to the El Paso City Council for approval at the price per square foot reflected in the April 2017 appraisal obtained by the El Paso Independent School District.

The property appraised by Genevieve Pendergras for \$130,680 per acre.

PRIOR COUNCIL ACTION:

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

No. City Council has not previously considered a related sale between the Housing Authority of the City of El Paso and EPWater.

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On August 9, 2017, the El Paso Water Utilities - Public Service Board declared the property inexpedient to the system and authorized the President/CEO to sell the property.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT JAMES WOLFF TO PICK UP THE DOCUMENTS. 594-5511. THANK YOU.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE, SPECIAL WARRANTY DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY 6.325 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS LOT 3, BLOCK 1, CORONADO DEL SOL, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, TO THE HOUSING AUTHORITY OF THE CITY OF EL PASO.

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 of El Paso but are under the management and control of EPWU/PSB; and,

WHEREAS, the Housing Authority of the City of El Paso (HACEP) submitted a request to purchase property for a housing development, and such property is contained within EPWU/PSB land inventory; and,

WHEREAS, there is an exception to the Bidding Requirements of the Texas Local Government Code being Section 272.001(b)(5) and providing that a sale of land to a governmental entity that has the power of eminent domain is not required to be placed for public bid; and,

WHEREAS, at its regular meeting on August 9, 2017, the El Paso Water Utilities -Public Service Board (EPWU/PSB) determined 6.325 acres of land more or less, being described as 6.325 acres of land more or less, being described as Lot 3, Block 1, Coronado Del Sol, an Addition to the City of El Paso, El Paso County, Texas, to be inexpedient to the system and authorized the President/CEO to forward the recommendation to the El Paso City Council for approval at the price per acre reflected in the appraisal; and,

WHEREAS, the property was appraised for sale at its fair market value by Wilkinson, Pendergras & Beard at a value of \$130,680 per acre and the HACEP has agreed to purchase the land for that amount;

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, for the sale of the following property to the Housing Authority of the City of El Paso:

6.325 acres of land more or less, being described as Lot 3, Block 1, Coronado Del Sol, an Addition to the City of El Paso, El Paso County, Texas and more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

(Signatures begin on following page)

CITY CLERK DEPT
2019 AUG 13 AM 8:50

PASSED AND APPROVED this _____ day of _____, 2019.

CITY OF EL PASO

Dee Margo,
Mayor

ATTEST:


APPROVED AS TO CONTENT:

Laura D. Prine,
City Clerk

Alma De Anda,
Utility Land and Water Rights Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Roberta Brito,
Assistant City Attorney

Lee Ann B. Koehler,
General Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

A certain parcel of land situated within the City of El Paso, El Paso County, Texas, said parcel being all of Lot 3, Block 1 of Coronado Del Sol filed on January 27, 1986 in Book 61, Page 4, of the El Paso County Plat Records, and horizontal ground distances as follows:

BEGINNING at a #5 rebar with 1.5" aluminum cap stamped "FXS RPLS 2198" found for the south corner of said Lot 3 and a westerly corner of Lot 1, Block 1 of said Coronado Del Sol, said point being on the northeasterly line of a City of El Paso Diversion Channel as shown on said plat of Coronado Del Sol;

THENCE North 38 degrees 21 minutes 38 seconds West, along the northeasterly line of said City of El Paso Diversion Channel, a distance of 169.56 feet to a #4 rebar found in the easterly line of a 30-foot El Paso Water Utility Property/Public Service Board right-of-way as shown on said plat of Coronado Del Sol;

THENCE departing the northeasterly line of said City of El Paso Diversion Channel, and along the easterly line of said El Paso Water Utility right-of-way, the following three (3) calls:

North 04 degrees 33 minutes 17 seconds West, a distance of 304.19 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for corner;

North 30 degrees 45 minutes 08 seconds East, a distance of 455.58 feet to a #5 rebar with plastic cap stamped "SUB LAND INC" found for corner;

North 69 degrees 17 minutes 18 seconds East, a distance of 154.33 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for corner in the southerly line of a Drainage Channel right-of-way as shown on said plat of Coronado Del Sol;

THENCE North 87 degrees 13 minutes 00 seconds East, departing the northeasterly line of said El Paso Water Utility right-of-way, and along the southerly line of said Drainage Channel right-of-way, a distance of 52.71 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for the northwest corner of Lot 6, Block 1 of said Coronado Del Sol;

THENCE South 02 degrees 40 minutes 28 seconds East, departing the southerly line of said Drainage Channel right-of-way, and along the west line of said Lot 6, a distance of 109.93 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for corner in the northerly right-of-way line of Bluff Trail Lane (a 60-foot wide right-of-way), said point being the southwest corner of said Lot 6;

THENCE South 87 degrees 19 minutes 32 seconds West, along the northerly right-of-way line of said Bluff Trail Lane, a distance of 7.50 feet to a #5 rebar with plastic cap stamped "SUB LAND INC" found for the intersection of the northerly right-of-way line of said Bluff Trail Lane with the westerly right-of-way line of South Mesa Hills Drive (a 90-foot wide right-of-way);

THENCE South 02 degrees 42 minutes 19 seconds East, along the westerly right-of-way line of said South Mesa Hills Drive, a distance of 297.24 feet (Plat: 297.39 feet) to a #5 rebar with 1.5" aluminum cap stamped "FXS RPLS 2198" found for the beginning of a curve to the left;

THENCE Southeasterly, continuing along the westerly right-of-way line of said South Mesa Hills Drive, having a central angle of 15 degrees 50 minutes 35 seconds, a radius of 745.00 feet, a chord bearing and distance of South 10 degrees 37 minutes 37 seconds East - 205.35 feet, and an arc distance of 206.00 feet (Plat: 205.07 feet) to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for a northwesterly corner of said Lot 1;

THENCE South 51 degrees 45 minutes 18 seconds West, departing the westerly right-of-way line of said South Mesa Hills Drive, and along a northwesterly line of said Lot 1, a distance of 445.78 feet to the POINT OF BEGINNING, containing 6.325 acres (275,513 square feet) of land, more or less.

NOTE: This property description is accompanied by a survey plat of even date.

SURVEYOR'S CERTIFICATION

This is to certify that this legal description and plat represent an actual survey made on the ground under my supervision and that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey. The field work was completed in July 2018.

Chad A. Gulick

Chad A. Gulick

Registered Professional Land Surveyor No. 6021

6-27-18

Date



CobbFendley

TBPE Firm Registration No. 274

TBPLS Firm Registration No. 10045702

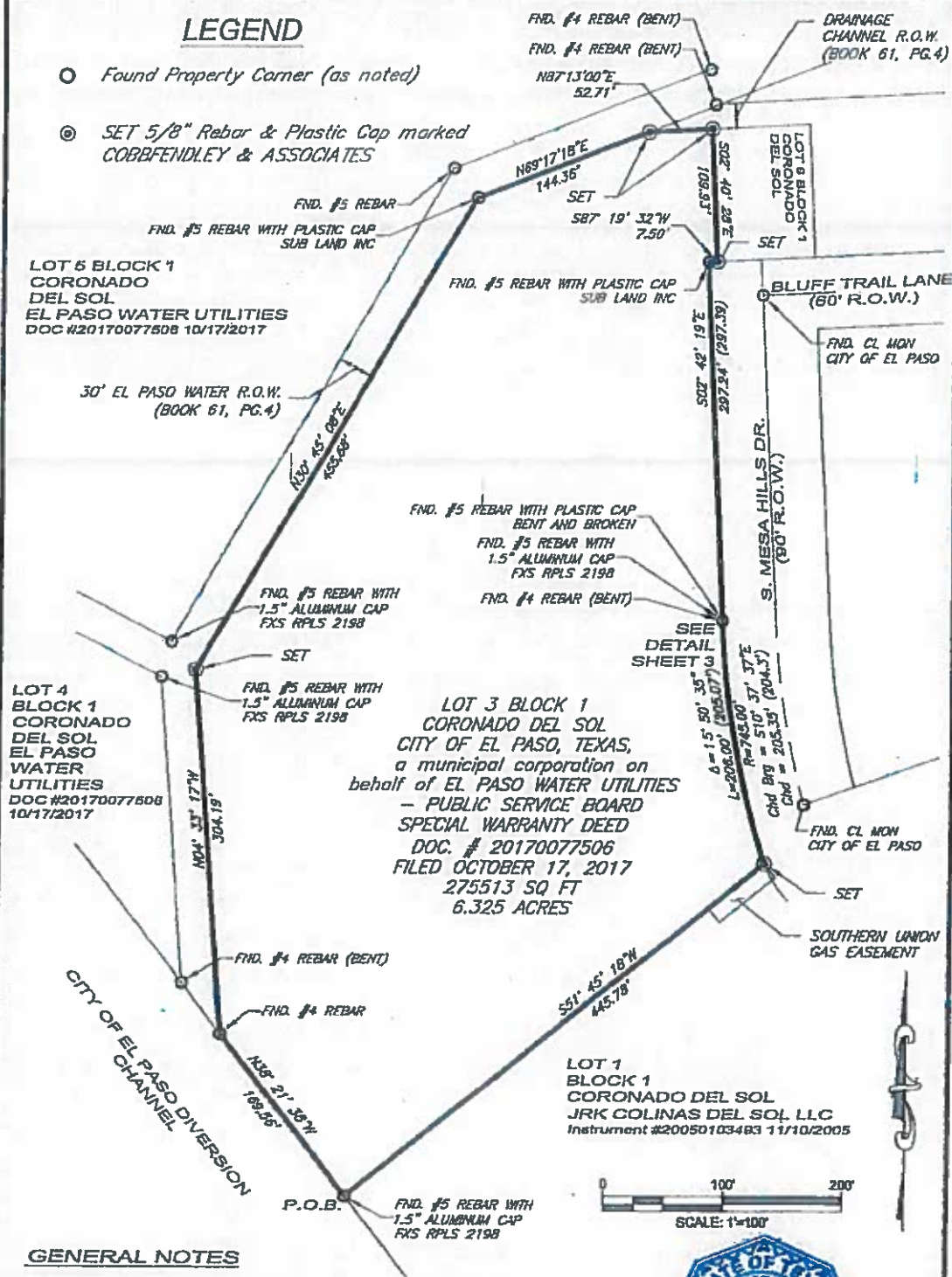
2801 Network Boulevard, Suite 800 | Frisco, Texas 75034

LEGAL DESCRIPTION

LOT 3, BLOCK 1, CORONADO DEL SOL,
EL PASO COUNTY, TEXAS

LEGEND

- Found Property Corner (as noted)
- ◎ SET 5/8" Rebar & Plastic Cap marked
COBBFENDLEY & ASSOCIATES



GENERAL NOTES

1. All bearings are based on the Texas State Plane Coordinate System - Central Zone -- and were derived using GPS relative positioning techniques.
2. Square footage was shown herein for informational purposes only and the surveyor does not certify accuracy of this survey to the nearest square foot.
3. Physical improvements on or adjacent to the site are not shown. The purpose of this survey is to show the exterior boundaries of the tract.
4. This survey was performed without the benefit of a title report. The surveyor did not research, subject property title information and/or encumbrances. There may be assessments and/or restrictive covenants of record affecting this property which are not shown herein.
5. This survey plot is accompanied by a separate property description of even date.



Chad A. Smith 8-27-18

CobbFendley
TRF Film Reclamation No. 374

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PLAT OF SURVEY

LOT 3, BLOCK 1, CORONADO DEL SOL,
EL PASO COUNTY, TEXAS

DRAWING SCALE: 1"=10'

SHEET NO. 2 of 3

STATE OF TEXAS §

§

CONTRACT OF SALE

COUNTY OF EL PASO §

This Contract of Sale ("Agreement") is entered into, by and between the **CITY OF EL PASO on behalf of the El Paso Water Utilities Public Service Board**, hereinafter referred to as "**EPWater**" or "Seller" and the Housing Authority of the City of El Paso ("**HACEP**"), hereinafter referred to as "HACEP" or "Buyer."

RECITALS

WHEREAS, EPWater owns approximately a 7.74 acre parcel of unimproved real property located on S. Mesa Hills Dr. in El Paso, Texas and with the legal description of Lots 3 through 5, Block 1, Coronado Del Sol, an Addition to the City of El Paso, El Paso County, Texas;

WHEREAS, EPWater wishes to sell approximately 6.325 acres of the unimproved real property, (the "**Property**") to HACEP, and HACEP wishes to purchase the "Property" on the terms set forth herein; and

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

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

A 6.325 acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas, Lot 3, Block 1, Coronado Del Sol, an Addition to the City of El Paso, El Paso County, Texas and being more particularly described in Exhibit "A",

together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest of EPWater 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 EPWater'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 HACEP, 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 EPWater.
- 1.2 **Surveys.** HACEP 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 HACEP who shall take the Property subject to all existing

conditions. HACEP 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 and EPWater.

The property shall be conveyed to HACEP subject to the following easement(s):

- (a) Access Easement. An access easement from public right-of-way through Lot 3, for access to Lots 4 and 5; as described in **Exhibit "B"**.

1.4 **General Development Requirements:**

- A. HACEP is responsible for all costs of re-zoning, replatting and removal of any restrictions or covenants, that may be necessary for development of the Property.
- B. HACEP shall be required to make use of Low Impact Development Practices (LID). The drainage must follow low impact practices for the development of the Property and shall be reviewed and approved by the City of El Paso. The LID standards shall promote the following measures:
1. Encourage drainage conservation measures.
 2. Promote impact minimization techniques such as impervious surface reduction.
 3. Provide for strategic runoff timing by slowing flow using the landscape.
 4. Use an array of integrated management practices to reduce and cleanse runoff.
 5. Advocate pollution prevention measures to reduce the introduction of pollutants to the environment.

- 1.5 **Groundwater.** All ground water, water rights, or rights to surface water shall be reserved to EPWater and will be subject to all easements, restrictions, reservations, rights of way, dedications and other encumbrances of record or apparent upon the Property. HACEP will 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 EPWater's right to use the surface of the Property for or in relation to the exploration or production of the reserved water rights.

- 1.6 **Feasibility Period.** Beginning on the Effective Date, EPWater hereby grants to HACEP a thirty (30) day feasibility study time to make its inspections ("Feasibility Period"). HACEP may terminate the Agreement on or before the end of the Feasibility Period and the parties will have no further obligations under this Agreement, provided however, that EPWater shall retain the Earnest Money as consideration for EPWater's right to terminate as set forth herein.

2. **Amount of Payment of Purchase Price.** The purchase price for the Property shall be EIGHT HUNDRED AND TWENTY SIX THOUSAND FIVE HUNDRED FIFTY ONE DOLLARS AND 00/100 (\$826,551.00).
 - 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 (the "Earnest Money") paid to the PSB by the Buyer in the amount of TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00) 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. In the event any of the conditions are not satisfied on or before the Closing, Buyer may, in its sole discretion, terminate this Agreement. Should Buyer terminate this Agreement, the Seller shall retain the Earnest Money.
 - 3.1 **Title Insurance.** Within fourteen (14) days after receipt of written notification of EPWater's acceptance of the Buyer's offer, the Buyer shall provide EPWater with all information necessary to close the sale with the intent that, without good cause existing or further delay, it is anticipated that EPWater 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 WestStar Title Company, accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the Buyer ("Owner's Policy").
 - 3.2 **Title Objections.** The Buyer will give EPWater 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. EPWater 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 EPWU.** EPWater 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 EPWater, 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 EPWater'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, EPWater 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 EPWater.

- 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 EPWater's ownership.
- 4.5 **Compliance With the Law.** All laws, ordinances, rules and regulations of any Government or any agency, body or subdivision thereof, bearing in EPWater's ownership, sale, and development of the Property, have been complied with.
- 4.6 **Taxes.** There are no ad valorem taxes due and owing related to the Property. While the Seller owned the Property, the Property was exempt from ad valorem taxes. While the owner prior to Seller owned the Property, the Property was exempt from ad valorem taxes. After the sale to Buyer, the parties anticipate that the Property will remain exempt from ad valorem taxes.
- 4.7 **Pre-Closing Claims.** EPWater 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 EPWater in connection with the Property. EPWater hereby expressly disclaims any and all liability to third parties that have any claims against EPWater.
- 4.8 **Condition of Property Prior to Closing.** Prior to Closing, and except for the easements noted in paragraph 1.3 above, EPWater 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 AGREEMENT 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 WARRANTED OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION

OF THE PROPERTY; (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 SELLER OTHER THAN AS REGARDS THE EXISTING EPWU EASEMENTS AND THE EPWU 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 SELLER 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 SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE SELLER AND PURCHASED BY THE BUYER SUBJECT TO THE FOREGOING.

- 4.10 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, 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, TO THE EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND RELEASE THE CITY AND ITS EPWU 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 EPWater that it intends to use the Property for residential housing in accordance with and will comply with all City, State and Federal Law and/or Ordinances, and the statutory mission of Buyer. If, however, Buyer is unable to construct or develop residential housing on the Property, it may sell or transfer the Property for any use permitted at the location of the Property.

4.12 No Condemnation or Public Works Affecting the Property. To Seller's knowledge, there are no pending condemnation proceedings affecting the Property and no planned road, highway or other public works projects planned that affect the Property or would impact, limit, or restrict Buyer's intended use as stated in 4.11 above.

4.13 Survival. All agreements of EPWater 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 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 WestStar Title, 641 N. Stanton, El Paso, Texas 79901, on or before the later of (i) thirty (30) days from the Effective Date; or (ii) thirty (30) days after execution of this Agreement by the El Paso Water Utilities President/CEO and the City of El Paso, subject to delays due to EPWater'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) Buyer shall pay the Premium and other charges for the issuance of the Owner's Policy of Title Insurance for the Property.
- (c) Buyer and Seller shall each pay ½ of any and all Escrow Fees.
- (d) Buyer and Seller shall each pay ½ of the cost of the survey.

5.3 **EPWater's Obligations.** At Closing, EPWater 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, easements, 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, and (ii) the standard printed exceptions contained in the usual form of the Owner's Policy, and (iii) 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 Seller. In the event that the Seller 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 for Buyer's default, or the termination of this Agreement in accordance with its terms, Buyer shall reimburse Seller for Seller's ½ cost of the survey. EPWU agrees to absorb the costs EPWater 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 EPWater's default, or the termination of this Agreement in accordance with its terms, EPWater may seek specific performance of this Agreement. In addition to seeking specific performance, EPWater 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:

SELLER: CITY OF EL PASO EL PASO
WATER UTILITIES PUBLIC SERVICE
BOARD
MARCELA NAVARRETE, VICE PRESIDENT
1154 HAWKINS BLVD.
EL PASO, TEXAS 79925

BUYER:
HOUSING AUTHORITY OF THE CITY OF EL PASO
GERALD CICHON, CHIEF EXECUTIVE OFFICER
5300 E. PAISANO DR.
EL PASO, TEXAS 79905

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.
- 8.7 **Assignment.** Buyer shall have the right to assign this Agreement or any of its rights hereunder with the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed; provided, however, (i) such assignee shall assume all of the obligations of Buyer hereunder, (ii) Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to Seller at least three (3) days prior to the Closing Date. No consent to an assignment shall be required in connection with an assignment to an entity, a majority of which is owned by Buyer, or is under common ownership with Buyer, or to a limited partnership or limited liability company of which Buyer or an affiliate of Buyer is the general partner or managing member.

The above instrument, together with all conditions thereto is hereby executed by the City of El Paso on the Effective Date.

(Signatures on following page)

SELLER:

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

By: Marcela Navarrete
Marcela Navarrete
Vice President

Executed on: _____

APPROVED AS TO CONTENT:

Alma De Anda
Alma De Anda, CNU-A
Utility Land and Water Rights Manager

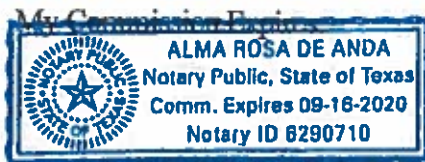
APPROVED AS TO FORM:

Lee Ann B. Kochler
Lee Ann B. Kochler
General Counsel

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 12th day of May, 2019, by Marcela Navarrete, Vice President of El Paso Water Utilities Public Service Board.



Alma R. De Anda
Notary Public, State of Texas

(Additional Signatures on Following Page)

CITY CLERK DEPT
2019 AUG 13 AM8:52

SELLER:

CITY OF EL PASO
A Municipal Corporation

By: _____
Tomás Gonzalez, City Manager

Executed on: _____

APPROVED AS TO FORM:

Roberta Brito
Roberta Brito
Assistant City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____,
2019, by Tomás Gonzalez, City Manager of the City of El Paso.

My Commission Expires:

Notary Public, State of Texas

(Additional Signatures on Following Page)

CITY CLERK DEPT
2019 AUG 13 AM 8:52

BUYER:

HOUSING AUTHORITY OF THE
CITY OF EL PASO

By:


Gerald W. Cichon
Chief Executive Officer

Executed on:

5/3/19

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF)

EL PASO

This instrument was acknowledged before me on the 3rd day of May,
2019, by Gerald W. Cichon, Chief Executive Officer of Housing Authority of the City of El Paso.

My Commission Expires:


Notary Public, State of Texas



EXHIBIT "A"

LEGAL DESCRIPTION

A certain parcel of land situated within the City of El Paso, El Paso County, Texas, said parcel being all of Lot 3, Block 1 of Coronado Del Sol filed on January 27, 1986 in Book 61, Page 4, of the El Paso County Plat Records, and horizontal ground distances as follows:

BEGINNING at a #5 rebar with 1.5" aluminum cap stamped "FXS RPLS 2198" found for the south corner of said Lot 3 and a westerly corner of Lot 1, Block 1 of said Coronado Del Sol, said point being on the northeasterly line of a City of El Paso Diversion Channel as shown on said plat of Coronado Del Sol;

THENCE North 38 degrees 21 minutes 38 seconds West, along the northeasterly line of said City of El Paso Diversion Channel, a distance of 169.56 feet to a #4 rebar found in the easterly line of a 30-foot El Paso Water Utility Property/Public Service Board right-of-way as shown on said plat of Coronado Del Sol;

THENCE departing the northeasterly line of said City of El Paso Diversion Channel, and along the easterly line of said El Paso Water Utility right-of-way, the following three (3) calls:

North 04 degrees 33 minutes 17 seconds West, a distance of 304.19 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for corner;

North 30 degrees 45 minutes 08 seconds East, a distance of 455.58 feet to a #5 rebar with plastic cap stamped "SUB LAND INC" found for corner;

North 69 degrees 17 minutes 18 seconds East, a distance of 154.33 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for corner in the southerly line of a Drainage Channel right-of-way as shown on said plat of Coronado Del Sol;

THENCE North 87 degrees 13 minutes 00 seconds East, departing the northeasterly line of said El Paso Water Utility right-of-way, and along the southerly line of said Drainage Channel right-of-way, a distance of 52.71 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for the northwest corner of Lot 6, Block 1 of said Coronado Del Sol;

THENCE South 02 degrees 40 minutes 28 seconds East, departing the southerly line of said Drainage Channel right-of-way, and along the west line of said Lot 6, a distance of 109.93 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for corner in the northerly right-of-way line of Bluff Trail Lane (a 60-foot wide right-of-way), said point being the southwest corner of said Lot 6;

THENCE South 87 degrees 19 minutes 32 seconds West, along the northerly right-of-way line of said Bluff Trail Lane, a distance of 7.50 feet to a #5 rebar with plastic cap stamped "SUB LAND INC" found for the intersection of the northerly right-of-way line of said Bluff Trail Lane with the westerly right-of-way line of South Mesa Hills Drive (a 90-foot wide right-of-way);

THENCE South 02 degrees 42 minutes 19 seconds East, along the westerly right-of-way line of said South Mesa Hills Drive, a distance of 297.24 feet (Plat: 297.39 feet) to a #5 rebar with 1.5" aluminum cap stamped "FXS RPLS 2198" found for the beginning of a curve to the left;

THENCE Southeasterly, continuing along the westerly right-of-way line of said South Mesa Hills Drive, having a central angle of 15 degrees 50 minutes 35 seconds, a radius of 745.00 feet, a chord bearing and distance of South 10 degrees 37 minutes 37 seconds East - 205.35 feet, and an arc distance of 206.00 feet (Plat: 205.07 feet) to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for a northwesterly corner of said Lot 1;

THENCE South 51 degrees 45 minutes 18 seconds West, departing the westerly right-of-way line of said South Mesa Hills Drive, and along a northwesterly line of said Lot 1, a distance of 445.78 feet to the POINT OF BEGINNING, containing 6.325 acres (275,513 square feet) of land, more or less.

NOTE: This property description is accompanied by a survey plat of even date.

SURVEYOR'S CERTIFICATION

This is to certify that this legal description and plat represent an actual survey made on the ground under my supervision and that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey. The field work was completed in July 2018.

Chad A. Gulick
Chad A. Gulick
Registered Professional Land Surveyor No. 6021

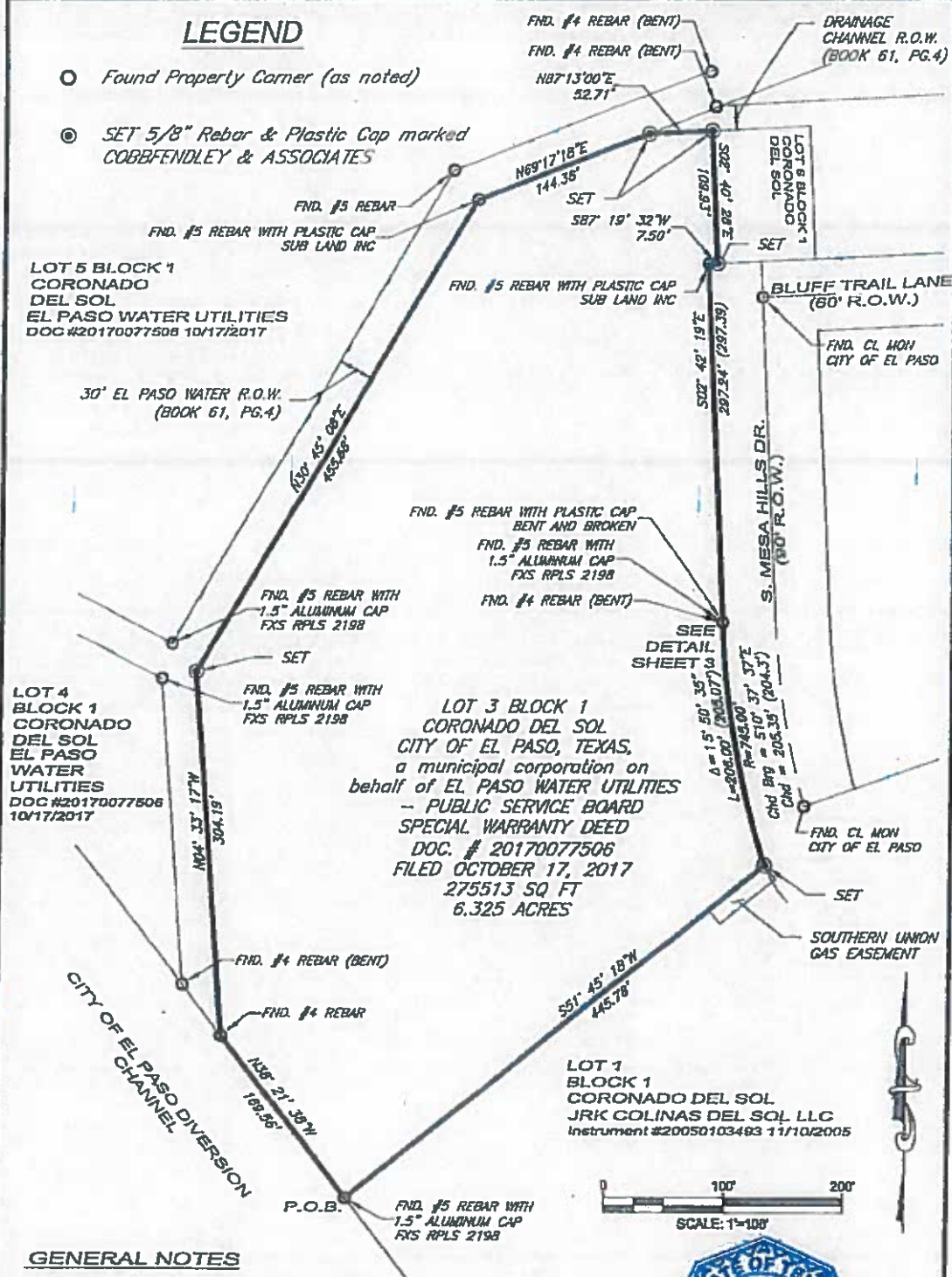
6-27-18
Date



EXHIBIT "A"

LEGEND

- Found Property Corner (as noted)
- ⊙ SET 5/8" Rebar & Plastic Cap marked COBBFENDLEY & ASSOCIATES



GENERAL NOTES

1. All bearings are based on the Texas State Plane Coordinate System - Central Zone - and were derived using GPS relative positioning techniques.
2. Square footage area shown herein is for informational purposes only and the surveyor does not certify accuracy of this survey to the nearest square foot.
3. Physical improvements on or adjacent to the site are not shown. The purpose of this survey is to show the exterior boundaries of the tract.
4. This survey was performed without the benefit of a title report. The surveyor did not research subject property title information and/or encroachments. There may be easements and/or restrictive covenants of record affecting this property which are not shown herein.
5. This survey plat is accompanied by a separate property description of even data.

SCALE: 1"=100'



Chad A. Gulick 8-27-17

CobbFendley

TBPE Firm Registration No. 234
TBPLB Firm Registration No. 10046702
2801 Network Boulevard, Suite 800 | Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobb-fendley.com
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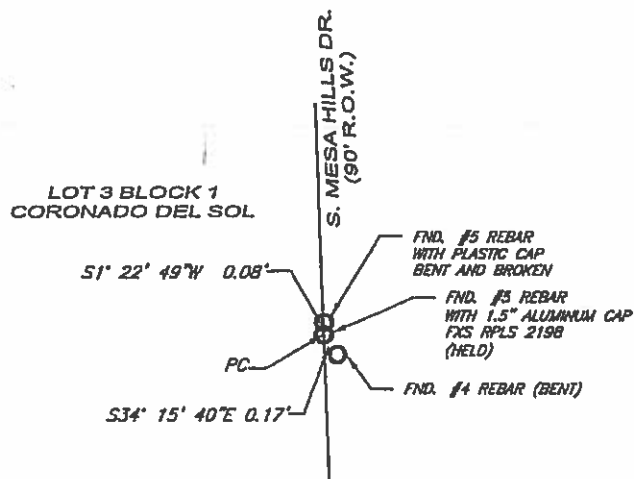
PLAT OF SURVEY

LOT 3, BLOCK 1, CORONADO DEL SOL,
EL PASO COUNTY, TEXAS

DRAWING SCALE: 1"=100'

SHEET NO. 2 of 3

EXHIBIT "A"



DETAIL
N.T.S.



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TBPLS Firm Registration No. 10045702
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DETAIL

LOT 3, BLOCK 1, CORONADO DEL SOL,
EL PASO COUNTY, TEXAS

PROPERTY DESCRIPTION OF A 0.068 ACRE PORTION OF LOT 3, BLOCK 1 CORONADO DEL SOL,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A certain parcel of land situated within the City of El Paso, El Paso County, Texas, said parcel being part of Lot 3, Block 1 of Coronado Del Sol filed on January 27, 1986 in Book 61, Page 4, of the El Paso County Plat Records, and is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for the northeast corner of said Lot 3 and the northwest corner of Lot 6, Block 1 of said Coronado Del Sol;

THENCE South 02 degrees 40 minutes 28 seconds East, along the west line of said Lot 6, a distance of 30.00 feet to a point for corner, from which a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for the southwest corner of said Lot 6 bears South 02 degrees 40 minutes 28 seconds East at a distance of 79.93 feet;

THENCE South 87 degrees 13 minutes 00 seconds West, departing the west line of said Lot 6 and over, across and through said Lot 3, a distance of 145.38 feet to a point for corner in the easterly line of a 30-foot El Paso Water Utility Property/Public Service Board right-of-way as shown on said plat of Coronado Del Sol, from which a #5 rebar with plastic cap stamped "SUB LAND INC" found for an angle point in the westerly line of said Lot 6 bears South 69 degrees 17 minutes 18 seconds West at a distance of 56.87 feet;

THENCE North 69 degrees 17 minutes 18 seconds East, along the easterly line of said El Paso Water Utility right-of-way, a distance of 97.46 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for corner in the southerly line of a Drainage Channel right-of-way as shown on said plat of Coronado Del Sol;

THENCE North 87 degrees 13 minutes 00 seconds East, departing the northeasterly line of said El Paso Water Utility right-of-way, and along the southerly line of said Drainage Channel right-of-way, a distance of 52.71 feet to the POINT OF BEGINNING, containing 0.068 acre (2,791 square feet) of land, more or less.

NOTE: This property description is accompanied by a survey plat of even date.

Cobb, Fendley & Associates, Inc.


Chad A. Gulick

Texas RPLS No. 6021

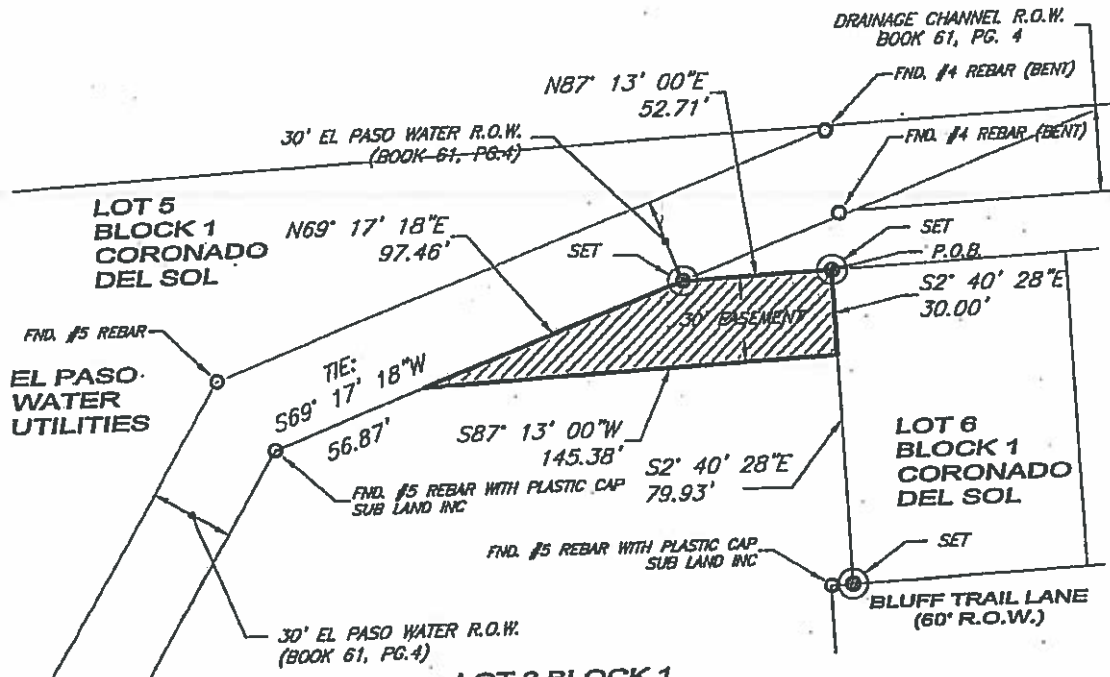


August 15, 2018

Exhibit B

LEGEND

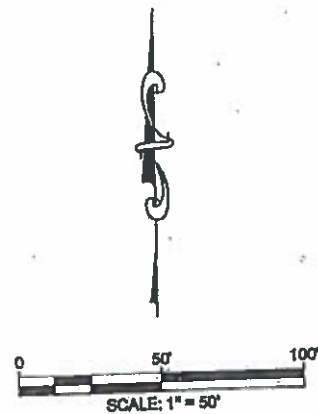
- Found Property Corner (as noted)
- ⊙ Set 5/8" Rebar & Plastic Cap marked
COBB FENDLEY & ASSOCIATES



LOT 3 BLOCK 1
CORONADO DEL SOL
BOOK 61, PAGE 4
JANUARY 27, 1986
CITY OF EL PASO TEXAS, a
municipal corporation on behalf of
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD
SPECIAL WARRANTY DEED
DOC#20170077508
FILED OCTOBER 17, 2017



Chad A. Gulick
8-15-19



NOTES:

1. Bearings are referred to Grid North, Texas State Plane Coordinate System - NAD 83, Central Zone - and were derived using GPS relative positioning techniques.
2. All distances shown herein are horizontal ground distances, US Survey Feet. Project combined factor = 0.99976925.
3. Bearings and distances shown are as measured in the field.
4. This survey was performed without the benefit of a title report. The surveyor did not research subject property title information and/or encroachments. There may be easements affecting this property which are not shown herein.
5. This survey is accompanied by a separate property description of even date.

CobbFendley
TBPE Firm Registration No. 274
TBPLS Firm Registration No. 10046702
2801 Network Boulevard, Suite 800 | Frisco, Texas 75034

PLAT OF SURVEY
A 0.068 ACRE PORTION OF LOT 3, BLOCK 1,
CORONADO DEL SOL,
EL PASO COUNTY, TEXAS

GRAPHIC SCALE: 1" = 50'

SHEET NO. 2 of 2

SPECIAL WARRANTY DEED

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

Effective Date: _____, 2019

Grantor: THE CITY OF EL PASO, TEXAS, a Texas municipal corporation, for and on behalf of
EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: HOUSING AUTHORITY OF THE CITY OF EL PASO
ATTN: GERALD CICHON, CEO
5300 E. PAISANO DR.
EL PASO, TEXAS 79905

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

6.325 acres of land more or less, being described as Lot 3, Block 1, Coronado Del Sol, an Addition to the City of El Paso, El Paso County, Texas, as shown in Exhibit A attached hereto and made a part hereof for all purposes.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

1. The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that are necessary for the Grantee to exercise the rights conveyed under this Special Warranty Deed; and

2. An access easement from public right-of-way through Lot 3, for access to Lots 4 and 5; as described in Exhibit "B".

Exceptions to Conveyance and Warranty:

1. All restrictions and covenants listed in Volume 1489, Page 367; Volume 1651, Page 1364, Volume 1696, Page 1510, Volume 2383, Page 1034, Volume 2645, Page 107, Volume 2728, Page 1123, and Plat in Volume 61, Pages 4, 4A, 4B, and 4C, 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.
2. 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 including any leases, grants, exceptions or reservations of mineral interest that are not listed in the Public Records.
3. Claims by the Tigua Indian Tribe of the Ysleta del Sur Pueblo, as evidenced by that certain Affidavit concerning filing of Notice of Claim to the Ysleta Grant and Aboriginal Title Areas, executed by Julian Granillo, Governor of the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, dated April 12, 1993, filed on April 16, 1993 in Volume 2553, Page 1958, of the Real Property Records, El Paso County, Texas.
4. Terms, conditions, provisions and stipulations set out in that certain Rezoning Contract, filed in Volume 1489, Page 367, Real Property Records, El Paso County, Texas by and between EL PASO NATIONAL BANK (Independent Executor of the Estate of MARY WHITE BOYKIN) and the CITY OF EL PASO.
5. Mineral reservation and/or mineral interests as set out in the Patent, dated March 6, 1942, filed in Volume 671, Page 509, Real Property (Old Book) Records, El Paso County, Texas, from the STATE OF TEXAS to A.F. MILLER.
6. Terms, conditions and provisions as set out on the plat of this subdivision, filed in Volume 61, Page 4, 4A, 4B, and 4C, Plat Records, El Paso County, Texas.
7. Burdens and benefits of that certain Easement, filed in Volume 1481, Page 1118, Real Property Records, El Paso County, Texas, from the CITY OF EL PASO to EL PASO NATIONAL BANK, Independent Executor of the Estate of Mary White Boykin, Deceased, with an Assignment of Easement, filed in Volume 1569, Page 1537, Real Property Records, El Paso County, Texas, to CORONADO DEL SOL JOINT VENTURE, with a further Assignment of Easement to the EL PASO INDEPENDENT SCHOOL DISTRICT, filed in Volume 1696, Page 1518, Real Property Records, El Paso County, Texas, and with a second Assignment of Easement to the CITY OF EL PASO, TEXAS, A TEXAS MUNICIPAL CORPORATION ON BEHALF OF EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, filed under Instrument Number 20170078079.

8. Easements to the DYNAMIC CABLE CONSTRUCTION COMPANY, INC., filed in Volume 3902, Page 285, and Volume 3915, Page 368, Real Property Records, El Paso County, Texas.
9. Terms, conditions, provisions and stipulations set out in "Declaration of Covenants, Conditions and Restrictions", filed in Volume 1651, Page 1364, amended in Volume 1696, Page 1510, and in Volume 2383, Page 1034, and in Volume 2645, Page 107, and in Volume 2728, Page 1123, Real Property Records, El Paso County, Texas.
10. Easement to El Paso Electric Company in Volume 1601, Page 338, Real Property Records, El Paso County, Texas.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

This Special Warranty Deed may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same document.

(Signature page and exhibits follow.)

CITY CLERK DEPT
2019 AUG 13 AM8:56

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

By: _____
Name: Tomás Gonzalez
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2019, by
Tomás Gonzalez, City Manager, for the City of El Paso, Texas.

NOTARY PUBLIC, State of Texas

LEGAL DESCRIPTION

A certain parcel of land situated within the City of El Paso, El Paso County, Texas, said parcel being all of Lot 3, Block 1 of Coronado Del Sol filed on January 27, 1986 in Book 61, Page 4, of the El Paso County Plat Records, and horizontal ground distances as follows:

BEGINNING at a #5 rebar with 1.5" aluminum cap stamped "FXS RPLS 2198" found for the south corner of said Lot 3 and a westerly corner of Lot 1, Block 1 of said Coronado Del Sol, said point being on the northeasterly line of a City of El Paso Diversion Channel as shown on said plat of Coronado Del Sol;

THENCE North 38 degrees 21 minutes 38 seconds West, along the northeasterly line of said City of El Paso Diversion Channel, a distance of 169.56 feet to a #4 rebar found in the easterly line of a 30-foot El Paso Water Utility Property/Public Service Board right-of-way as shown on said plat of Coronado Del Sol;

THENCE departing the northeasterly line of said City of El Paso Diversion Channel, and along the easterly line of said El Paso Water Utility right-of-way, the following three (3) calls:

North 04 degrees 33 minutes 17 seconds West, a distance of 304.19 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for corner;

North 30 degrees 45 minutes 08 seconds East, a distance of 455.58 feet to a #5 rebar with plastic cap stamped "SUB LAND INC" found for corner;

North 69 degrees 17 minutes 18 seconds East, a distance of 154.33 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for corner in the southerly line of a Drainage Channel right-of-way as shown on said plat of Coronado Del Sol;

THENCE North 87 degrees 13 minutes 00 seconds East, departing the northeasterly line of said El Paso Water Utility right-of-way, and along the southerly line of said Drainage Channel right-of-way, a distance of 52.71 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for the northwest corner of Lot 6, Block 1 of said Coronado Del Sol;

THENCE South 02 degrees 40 minutes 28 seconds East, departing the southerly line of said Drainage Channel right-of-way, and along the west line of said Lot 6, a distance of 109.93 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for corner in the northerly right-of-way line of Bluff Trail Lane (a 60-foot wide right-of-way), said point being the southwest corner of said Lot 6;

THENCE South 87 degrees 19 minutes 32 seconds West, along the northerly right-of-way line of said Bluff Trail Lane, a distance of 7.50 feet to a #5 rebar with plastic cap stamped "SUB LAND INC" found for the intersection of the northerly right-of-way line of said Bluff Trail Lane with the westerly right-of-way line of South Mesa Hills Drive (a 90-foot wide right-of-way);

THENCE South 02 degrees 42 minutes 19 seconds East, along the westerly right-of-way line of said South Mesa Hills Drive, a distance of 297.24 feet (Plat: 297.39 feet) to a #5 rebar with 1.5" aluminum cap stamped "FXS RPLS 2198" found for the beginning of a curve to the left;

THENCE Southeasterly, continuing along the westerly right-of-way line of said South Mesa Hills Drive, having a central angle of 15 degrees 50 minutes 35 seconds, a radius of 745.00 feet, a chord bearing and distance of South 10 degrees 37 minutes 37 seconds East - 205.35 feet, and an arc distance of 206.00 feet (Plat: 205.07 feet) to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for a northwesterly corner of said Lot 1;

THENCE South 51 degrees 45 minutes 18 seconds West, departing the westerly right-of-way line of said South Mesa Hills Drive, and along a northwesterly line of said Lot 1, a distance of 445.78 feet to the POINT OF BEGINNING, containing 6.325 acres (275,513 square feet) of land, more or less.

NOTE: This property description is accompanied by a survey plat of even date.

SURVEYOR'S CERTIFICATION

This is to certify that this legal description and plat represent an actual survey made on the ground under my supervision and that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey. The field work was completed in July 2018.

Chad A. Gulick

Chad A. Gulick
Registered Professional Land Surveyor No. 6021

8-27-18

Date



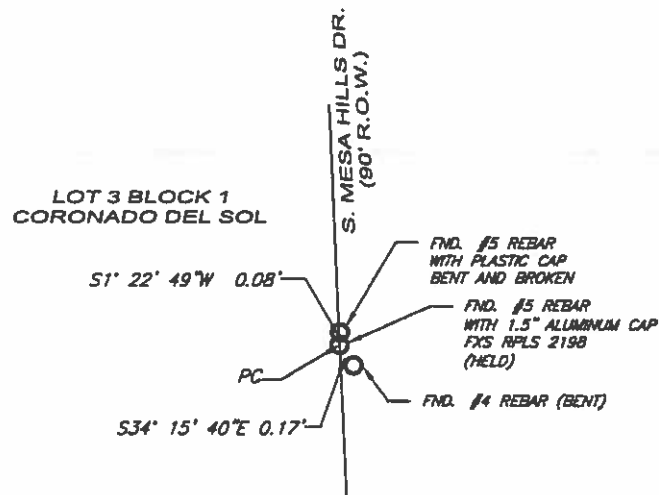
CobbFendley

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LEGAL
DESCRIPTION
LOT 3, BLOCK 1, CORONADO DEL SOL,
EL PASO COUNTY, TEXAS

SHEET NO. 1 of 3

EXHIBIT "A"



DETAIL
N.T.S.



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TBPLS Firm Registration No. 10048702
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DETAIL

LOT 3, BLOCK 1, CORONADO DEL SOL,
EL PASO COUNTY, TEXAS

SHEET NO. 3 of 3

PROPERTY DESCRIPTION OF A 0.068 ACRE PORTION OF LOT 3, BLOCK 1 CORONADO DEL SOL,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A certain parcel of land situated within the City of El Paso, El Paso County, Texas, said parcel being part of Lot 3, Block 1 of Coronado Del Sol filed on January 27, 1986 in Book 61, Page 4, of the El Paso County Plat Records, and is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for the northeast corner of said Lot 3 and the northwest corner of Lot 6, Block 1 of said Coronado Del Sol;

THENCE South 02 degrees 40 minutes 28 seconds East, along the west line of said Lot 6, a distance of 30.00 feet to a point for corner, from which a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for the southwest corner of said Lot 6 bears South 02 degrees 40 minutes 28 seconds East at a distance of 79.93 feet;

THENCE South 87 degrees 13 minutes 00 seconds West, departing the west line of said Lot 6 and over, across and through said Lot 3, a distance of 145.38 feet to a point for corner in the easterly line of a 30-foot El Paso Water Utility Property/Public Service Board right-of-way as shown on said plat of Coronado Del Sol, from which a #5 rebar with plastic cap stamped "SUB LAND INC" found for an angle point in the westerly line of said Lot 6 bears South 69 degrees 17 minutes 18 seconds West at a distance of 56.87 feet;

THENCE North 69 degrees 17 minutes 18 seconds East, along the easterly line of said El Paso Water Utility right-of-way, a distance of 97.46 feet to a 5/8-inch rebar with yellow cap stamped "COBB FENDLEY & ASSOCIATES" set for corner in the southerly line of a Drainage Channel right-of-way as shown on said plat of Coronado Del Sol;

THENCE North 87 degrees 13 minutes 00 seconds East, departing the northeasterly line of said El Paso Water Utility right-of-way, and along the southerly line of said Drainage Channel right-of-way, a distance of 52.71 feet to the POINT OF BEGINNING, containing 0.068 acre (2,791 square feet) of land, more or less.

NOTE: This property description is accompanied by a survey plat of even date.

Cobb, Fendley & Associates, Inc.


Chad A. Gulick

Texas RPLS No. 6021



August 15, 2018

Exhibit B



CobbFendley
TBPE Firm Registration No. 274
TBPLS Firm Registration No. 10048702
2801 Network Boulevard, Suite 800 | Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbfendley.com
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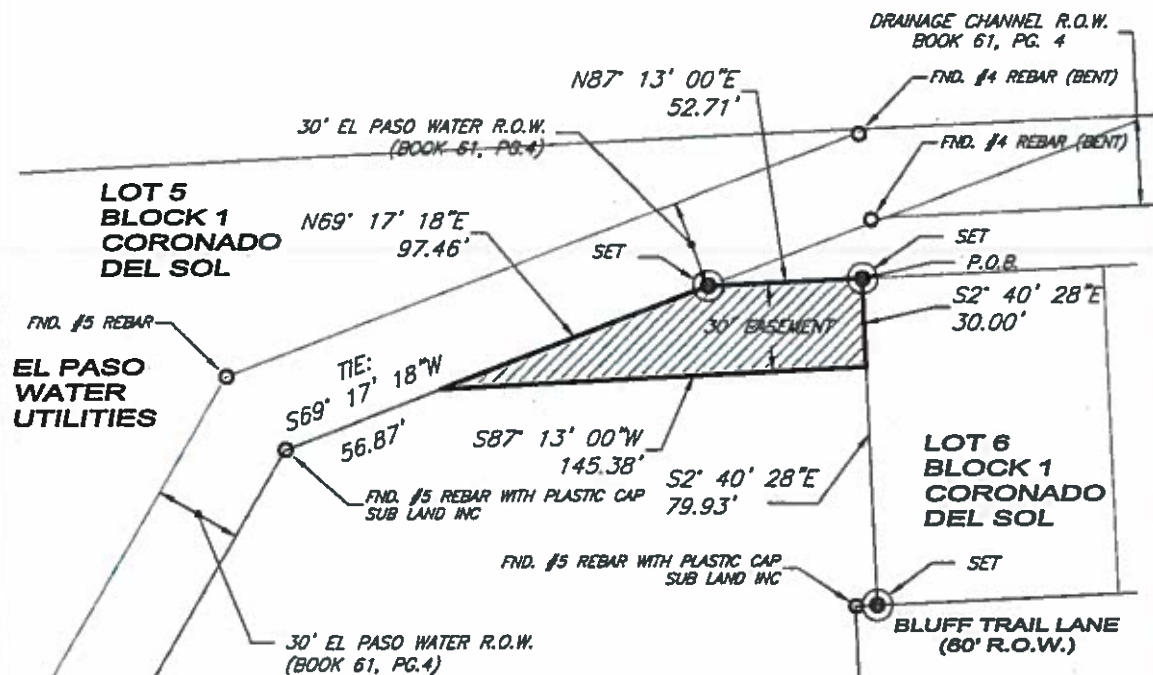
**METES & BOUNDS
DESCRIPTION**

A 0.068 ACRE PORTION OF LOT 3, BLOCK 1,
CORONADO DEL SOL,
EL PASO COUNTY, TEXAS

SHEET NO. 1 of 2

LEGEND

- Found Property Corner (as noted)
- ⊙ Set 5/8" Rebar & Plastic Cap marked
COBB FENDLEY & ASSOCIATES



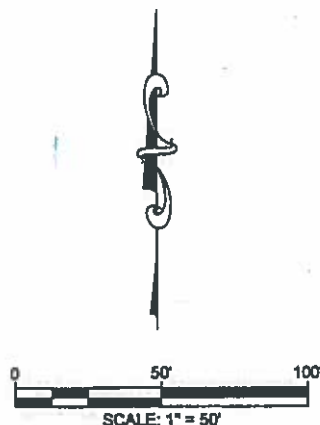
**LOT 3 BLOCK 1
CORONADO DEL SOL
BOOK 61, PAGE 4
JANUARY 27, 1986
CITY OF EL PASO TEXAS, a
municipal corporation on behalf of
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD
SPECIAL WARRANTY DEED
DOC#20170077506
FILED OCTOBER 17, 2017**



Chad A. Gulick
8-15-19

NOTES:

1. Bearings are referred to Grid North, Texas State Plane Coordinate System - NAD 83, Central Zone - and were derived using GPS relative positioning techniques.
2. All distances shown hereon are horizontal ground distances, US Survey Feet. Project combined factor = 0.99975905.
3. Bearings and distances shown are as measured in the field.
4. This survey was performed without the benefit of a title report. The surveyor did not research subject property title information and/or encroachments. There may be easements affecting this property which are not shown hereon.
5. This survey is accompanied by a separate property description of even date.



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PLAT OF SURVEY
A 0.068 ACRE PORTION OF LOT 3, BLOCK 1,
CORONADO DEL SOL,
EL PASO COUNTY, TEXAS

DRAWING SCALE: 1"=50'

SHEET NO. 2 of 2