

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

DEPARTMENT: El Paso Water Utilities Public Service Board

AGENDA DATE: Introduction - 09-29-15
Public Hearing - 10-06-15

CONTACT PERSON/PHONE: Cynthia Osborn, 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 0.2281 acre parcel of land being a portion of Tract 10E2, San Antonio & Mexican Gulf Railroad Company Surveys, City of El Paso, El Paso County, Texas, and any other documents necessary to complete the sale to El Paso Electric Company. (District 1) El Paso Water Utilities, Cynthia Osborn, 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 sale be forwarded to the City Council for action. The purchaser has agreed to pay the fair market value as appraised at \$8,450.00.

PRIOR COUNCIL ACTION:

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

Yes, on May 12, 2015 City Council approved the sale of approximately 0.35 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 CYNTHIA OSBORN TO PICK UP THE DOCUMENTS. 594-5636. THANK YOU.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE AND A SPECIAL WARRANTY DEED CONVEYING A 0.2281 ACRE PARCEL OF LAND BEING A PORTION OF SAN ANTONIO & MEXICAN GULF RAILROAD COMPANY SURVEY NO. 268, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND ANY OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE TO EL PASO ELECTRIC COMPANY

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, the EL Paso Electric Company (EPEC) submitted a request to purchase property abutting their property and such property is contained within the EPWU/PSB land inventory; and,

WHEREAS, at its regular meeting of June 9, 2011, 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,

WHEREAS, there is an exception to the Bidding Requirements of the Texas Local Government Code being Section 272.001(b)(1) providing that narrow strips of land sold to abutting property owners in the same subdivision are not required to be placed for public bid; and,

WHEREAS, the parcel of land was appraised for sale at its fair market value by Gayle-Reid Appraisal Services, Inc. at a value of \$8,450.00 and EPEC has agreed to purchase the land for that amount;

WHEREAS, the Public Service Board is requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Contract of Sale and a Special Warranty Deed and any and all necessary documents to complete the conveyance to El Paso Electric Company.;

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

That the City Manager is authorized to sign a Contract of Sale, a Special Warranty Deed and any other documents necessary to complete the sale and conveyance to El Paso Electric Company, the following described real property:

Being a 0.2281 acre parcel of land legally described as a Portion of Tract 10E2, San Antonio & Mexican Gulf Railroad Company Survey No. 268, City of El Paso, El Paso County, Texas, and as more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference for all purposes.

PASSED AND APPROVED this ____ day of _____, 2015.

SIGNATURES CONTINUE ON FOLLOWING PAGE

CITY OF EL PASO

Oscar Leeser, Mayor

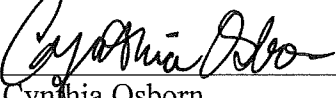
ATTEST:

Richarda D. Momsen, City Clerk

APPROVED AS TO FORM:

Bertha Ontiveros
Senior Assistant City Attorney

APPROVED AS TO CONTENT AND FORM:



Cynthia Osborn
Real Estate Manager and Counsel

ORDINANCE NO. _____

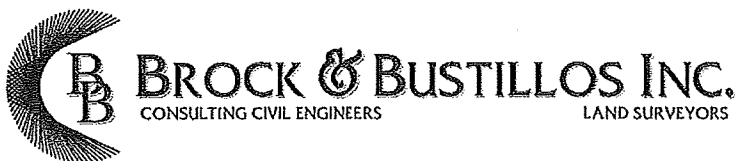


EXHIBIT "A"

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ROMAN BUSTILLOS, P.E.
President
RANDY P. 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
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION (EPEC Portion of Tract 10E2)

A 0.2281 acre parcel of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 10E2, San Antonio and Mexican Gulf Railroad Company Survey No. 268 and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a City Monument found at the centerline point of intersection of Dorsey Drive (54.00 feet wide) located opposite Lot 15, Block 16, West Hills Unit Three, as filed Book 59, Page 34 of the Plat Records of El Paso County; **WHENCE**, a City Monument found at the centerline intersection of Dorsey Drive and Cumbrian Lane (52.00 feet wide) bears North 89°52'23" East, a distance of 606.30 feet; **THENCE**, leaving said City Monument at the centerline point of Dorsey Drive, South 41°49'52" West, a distance of 194.23 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set on the boundary line common to said Survey No. 268 and Mesa Del Castillo Unit Four, as filed Book 63, Page 19 of the Plat Records of El Paso County, for the southeast corner of said Tract 10E2; **WHENCE**, a 5/8 inch rebar found for the northeast corner of A. F. Miller Survey No. 210 bears North 89°56'34" East, a distance of 1,653.14 feet; **THENCE**, following the boundary line common to said Survey No. 268 and Mesa Del Castillo Unit Four, South 89°56'34" West, at a distance of 1.88 feet pass the northwest corner of Mesa Del Castillo Unit Four and then continuing along the boundary line common to said Survey No. 268 and said Survey No. 210 for a total distance of 372.01 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the **POINT OF BEGINNING** of the parcel herein described;

THENCE, continuing along the boundary line common to said Survey No. 268 and said Survey No. 210, South 89°56'34" West, a distance of 43.10 feet to a 5/8 inch rebar found for the southwest corner of the parcel herein described, identical to the southeast corner of Tract 10E1, San Antonio and Mexican Gulf Railroad Company Survey No. 268 and the southwest corner of said Tract 10E2;

THENCE, leaving the boundary line common to said Survey No. 268 and said Survey No. 210 and following the boundary line common to said Tracts 10E1 and 10E2, North 00°03'26" West, a distance of 265.59 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the most northerly corner of the parcel herein described;

THENCE, leaving the boundary line common to said Tracts 10E1 and 10E2, South 27°00'00" East, a distance of 49.34 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

THENCE, South 16°58'00" East, a distance of 74.50 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

THENCE, South 04°30'00" East, a distance of 84.50 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

THENCE, South 06°23'30" West, a distance of 66.50 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.2281 acres (9,936.6 square feet), more or less, and being subject to all easements 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: May 20, 2015
05347-026 EPEC Portion of Tract 10E2 Desc

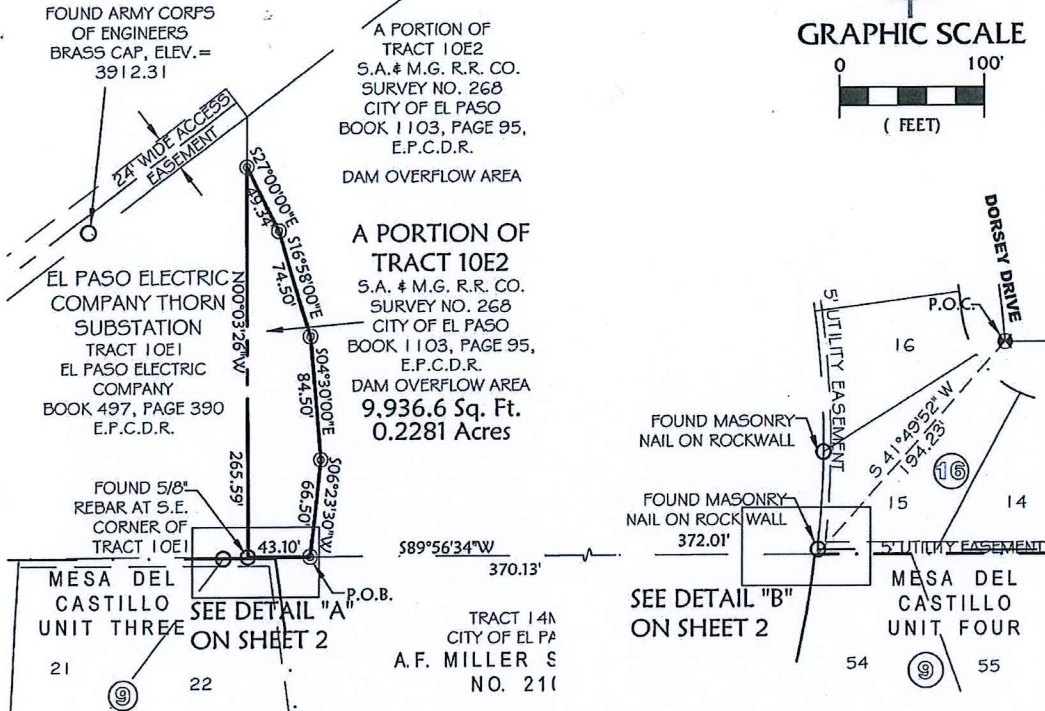
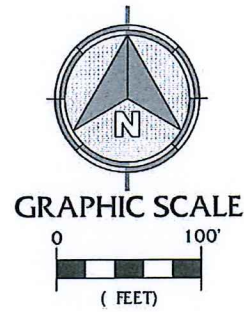


EXHIBIT "A" PAGE 2 OF 4

EXHIBIT "A"

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S.A. & M.G. R.R. CO.
SURVEY NO. 268
THORN FLOOD CONTROL DAM
TRACT 10A
CITY OF EL PASO



LEGEND

PROJECT BOUNDARY	---	EXISTING CITY MONUMENT	⊗
SECTION/SURVEY LINE	---	FOUND MONUMENT AS NOTED	○
SUBDIVISION BOUNDARY	---	SET 1/2" REBAR WITH SURVEY CAP NO. TX 5337	⊙
TRACT/LOT LINE	---	LOT NUMBER	20
MONUMENT LINE	---	BLOCK NUMBER	⑨
CENTERLINE OF RIGHT-OF-WAY	---		
EASEMENT LINE	---		

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 Camacho 05-20-2015
ISAAC CAMACHO, TX. R.P.L.S. NO. 5337

SHEET 1 OF 2



BOUNDARY SURVEY

DRAWN BY: A.A. CHECKED BY: I.C. DATE: 05/04/2015 SCALE: 1" = 100'

BEING A PORTION OF TRACT 10E2, SAN ANTONIO & MEXICAN GULF RAILROAD COMPANY SURVEY No. 268, CITY OF EL PASO, EL PASO COUNTY, TEXAS.



BROCK & BUSTILLOS INC.

CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737

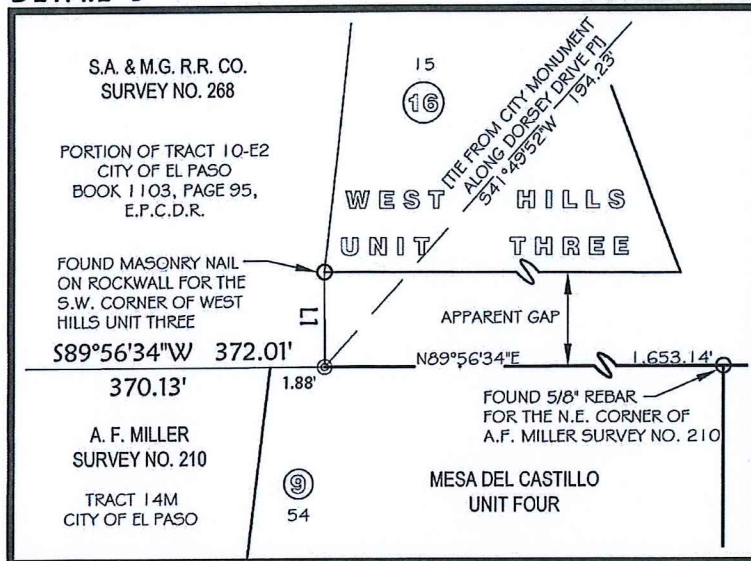
417 EXECUTIVE CENTER--EL PASO, TX 79902--PH (915) 542-4900
FAX (915) 542-2867--WWW.BROCKBUSTILLOS.COM

JOB NO: 05347-026

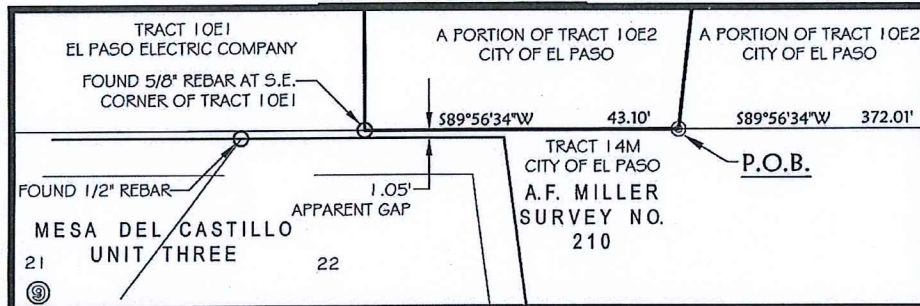
May 19, 2015 - 3:55pm
U:\05347-026-THORN SUBSTATION\05347-026-10E2B-REV.5-4-15.dwg

DETAIL "B"

SCALE: 1"=5'



DETAIL "A" SCALE 1"=20'



REFERENCE NOTES

1. BASIS OF BEARING IS THE MONUMENTED CENTERLINE OF DORSEY DRIVE AS SHOWN HEREON. THE BEARINGS SHOWN FOR THE CENTERLINE OF DORSEY DRIVE WERE OBTAINED FROM THE FILED SUBDIVISION PLAT FOR WEST HILLS UNIT THREE.
2. SUBJECT PROPERTY IS LOCATED WITHIN ZONE "C", AS DETAILED ON THE CITY OF EL PASO FLOOD INSURANCE RATE MAP PANEL NO. 480214 0022E, DATED JANUARY 3, 1997. ZONE "C" DESIGNATES AREAS OF MINIMAL FLOODING.
3. SUBJECT PROPERTY IS ZONED "A-2" (APARTMENT DISTRICT) AS DESIGNATED ON CITY OF EL PASO PLANNING DIVISION GIS ZONING MAP FOUND AT <http://gis.elpasotexas.gov/dsd/index.html>.

SETBACKS FOR ZONE "A-2":
 FRONT: 10'
 REAR: 15'
 SIDE: 5'
 SIDE STREET: 10'

EXHIBIT "A"

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4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

REFERENCE DOCUMENTS

1. SUBDIVISION PLAT FOR MESA DEL CASTILLO UNIT THREE FILED IN BOOK 61, PAGE 79 OF THE EL PASO COUNTY PLAT RECORDS.
2. SUBDIVISION PLAT FOR MESA DEL CASTILLO UNIT FOUR FILED IN BOOK 63, PAGE 19 OF THE EL PASO COUNTY PLAT RECORDS.
3. SUBDIVISION PLAT FOR WEST HILLS UNIT THREE FILED IN BOOK 59, PAGE 34 OF THE EL PASO COUNTY PLAT RECORDS.
4. TAX MAP FOR S.A. & M. G. R. R. COMPANY SURVEY NO. 268 FILED IN THE MAP ROOM OF THE EL PASO CENTRAL APPRAISAL DISTRICT.
5. TAX MAP FOR A.F. MILLER SURVEY NO. 210 FILED IN THE MAP ROOM OF THE EL PASO CENTRAL APPRAISAL DISTRICT.

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 Camacho 05-20-2015
 ISAAC CAMACHO, TX, R.P.L.S. NO. 5337

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°03'26"E	3.24'

SHEET 2 OF 2



FILE NO: 05347-026

BOUNDARY SURVEY

DRAWN BY: A.A. CHECKED BY: I.C. DATE: 05/04/2015 SCALE: 1" = 100'

BEING A PORTION OF TRACT 10E2, SAN ANTONIO & MEXICAN GULF RAILROAD COMPANY SURVEY No. 268, CITY OF EL PASO, EL PASO COUNTY, TEXAS.



BROCK & BUSTILLOS INC.

CONSULTING CIVIL ENGINEERS
 LAND SURVEYORS
 TBPE REG. NO. F-737

417 EXECUTIVE CENTER--EL PASO, TX 79902--PH (915) 542-4900
 FAX (915) 542-2867--WWW.BROCKBUSTILLOS.COM

May 19, 2015 - 3:55pm
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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 **EL PASO ELECTRIC COMPANY** hereinafter referred to as the “**Buyer**.”

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

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

A 0.2281 acre portion of Tract 10E2, San Antonio & Mexican Gulf Railroad Company Survey No. 268, 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, (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, and (iii) any strips and gores adjoining or adjacent to the Property, all of such property, hereinafter referred to as the “Property.” In addition, the following conditions will be applicable to the PSB’s sale of the Property:

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

2. **Amount of Payment of Purchase Price.** The purchase price for the Property shall be EIGHT THOUSAND FOUR HUNDRED AND FIFTY AND 00/100 DOLLARS (\$8,450.00) plus Buyer will pay all closing costs including cost of appraisal as identified in Paragraph 5.2.
 - 2.1 **Payment of Sales Price.** The full amount of the purchase price will be payable in cash at the Closing.
3. **Conditions to the Buyer's Obligations.** The obligations of the Buyer hereunder 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 Stewart Title Company, 415 North Mesa Street, El Paso, Texas 79901, accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the Buyer ("Owner's Policy").
 - 3.2 **Title Objections.** The Buyer will give the PSB written notice after it receives the Commitment that the condition of the title set forth in the Commitment is or is not satisfactory. In the event the Buyer states that the condition is not satisfactory, the Buyer will specifically set forth in such notice the defect or exception to title that is deemed objectionable. The PSB may promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.
4. **Representations of PSB.** The PSB hereby represents, to the extent allowed by law, to the Buyer that to the best of its knowledge, as follows:
 - 4.1 **Parties in Possession.** At the time of closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise.
 - 4.2 **Mechanic's Lien.** (i) No action has been taken, suffered or permitted by or on behalf of the PSB, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein; and (ii) no liens or lien claims, choate or inchoate, arising from the City's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property; and (iii) except as expressly disclosed in the documents relating to this transaction, the PSB has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the PSB.

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

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

- 4.10 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE PSB AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL CONCERNS, ARISING FROM EVENTS OCCURRING AFTER CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER.
- 4.11 **Buyer's Use.** The Buyer represents to the PSB that it intends to use the property for expansion of an existing electrical substation. Buyer will comply with all City, State and Federal Laws and/or Ordinances.
- 4.12 **Survival.** All agreements of the PSB made in this document shall survive the execution and delivery hereof and the Closing hereunder, until such time as all of the obligations of the signatories hereto shall have lapsed in accordance with their respective terms or shall have been discharged in full.
5. **Closing.** The closing of this transaction ("Closing") shall take place at the offices of Stewart Title Company, 415 North Mesa Street, El Paso, Texas 79901, on or before thirty (30) days after the execution of this Agreement by the El Paso Water Utilities President/CEO and the City Manager of the City of El Paso, subject to delays due to the PSB's efforts to cure any title objection under Section 3.2.
- 5.1 **Possession.** Possession of the Property will be transferred to the Buyer upon Closing.
- 5.2 **Closing Costs.**
- (a) All recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer shall be paid by the Buyer.
 - (b) Premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property shall be paid by the Buyer.
 - (c) Real Estate Appraisal fee 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 the standard printed exceptions contained in the usual form of the Owner's Policy, as approved by Buyer, and any Permitted Exceptions.

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

6. **Default.**

- 6.1 **Breach by PSB.** In the event that the PSB shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the Buyer's default, or the termination of this Agreement in accordance with its terms, the PSB agrees to absorb the costs the PSB may have incurred in preparation for the sale of the Property, including the costs set forth in paragraph 5.2.
- 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 terminate this Agreement.

7. **Miscellaneous.**

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

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

Buyer: Rocky R. Miracle
 Senior Vice President
 El Paso Electric Company
 P.O. Box 982
 El Paso, Texas 79960

Copy to: El Paso Electric Company
 Land Management
 P.O. Box 982
 El Paso, Texas 79960

8. **Entire Agreement / Governing Law.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an


instrument in writing, executed by the party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

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

The above instrument, together with all conditions thereto is hereby executed by the City of El Paso this ____ day of _____, 2015.

SELLER:

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

By: 
Marcela Navarrete
Vice President

CITY OF EL PASO
A Municipal Corporation

By _____
Tomás Gonzalez, City Manager
Executed on: _____

APPROVED AS TO CONTENT:


~~Lupe Cuellar~~ CYNTHIA OSBORN
Real Estate Manager and Counsel

APPROVED AS TO FORM:

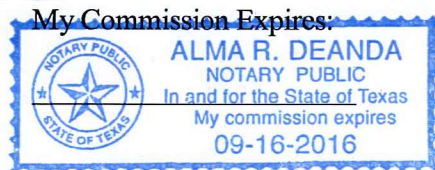
Bertha Ontiveros
Senior Assistant City Attorney

(ACKNOWLEDGMENTS CONTINUE ON NEXT PAGE)

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 2nd day of Sept.,
2015, by Marcela Navarrete, Vice President of El Paso Water Utilities Public Service Board.



Alma R. DeAnda
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____,
2015, by Tomás Gonzalez, City Manager of the City of El Paso.

My Commission Expires:

Notary Public, State of Texas

(ADDITIONAL SIGNATURES ON FOLLOWING PAGE)

BUYER:

EL PASO ELECTRIC COMPANY

By: *Rocky R. Miracle*
Rocky R. Miracle, Senior Vice President
Corporate Planning & Development

By: *Ryan R. Paulk*
Ryan R. Paulk, Manager
Land Management

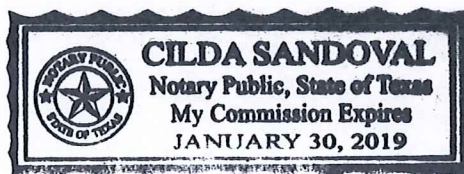
STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 25th day of August, 2015, by Rocky R. Miracle, Senior Vice President – Corporate Planning and Development of El Paso Electric Company.

My Commission Expires:

January 30, 2019

Cilda Sandoval
Notary Public, State of Texas



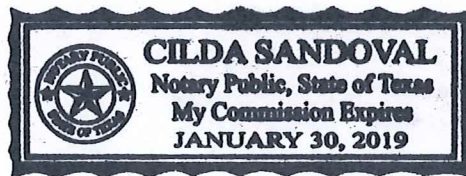
STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 25th day of August, 2015, by Ryan R. Paulk, Manager – Land Management of El Paso Electric Company.

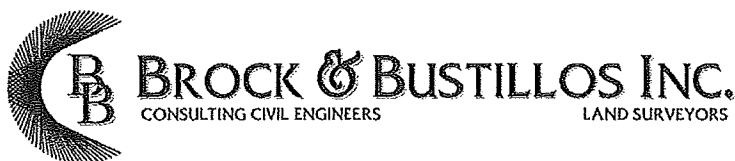
My Commission Expires:

January 30, 2019

Cilda Sandoval
Notary Public, State of Texas



APPROVED AS TO FORM
OFFICE OF THE GENERAL COUNSEL *[Signature]*



ROMAN BUSTILLOS, P.E.
President
RANDY P. 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
TBPLS Reg. No. 101314-00

EXHIBIT "A"

PAGE 1 OF 4

METES AND BOUNDS DESCRIPTION (EPEC Portion of Tract 10E2)

A 0.2281 acre parcel of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 10E2, San Antonio and Mexican Gulf Railroad Company Survey No. 268 and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a City Monument found at the centerline point of intersection of Dorsey Drive (54.00 feet wide) located opposite Lot 15, Block 16, West Hills Unit Three, as filed Book 59, Page 34 of the Plat Records of El Paso County; **WHENCE**, a City Monument found at the centerline intersection of Dorsey Drive and Cumbrian Lane (52.00 feet wide) bears North 89°52'23" East, a distance of 606.30 feet; **THENCE**, leaving said City Monument at the centerline point of Dorsey Drive, South 41°49'52" West, a distance of 194.23 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set on the boundary line common to said Survey No. 268 and Mesa Del Castillo Unit Four, as filed Book 63, Page 19 of the Plat Records of El Paso County, for the southeast corner of said Tract 10E2; **WHENCE**, a 5/8 inch rebar found for the northeast corner of A. F. Miller Survey No. 210 bears North 89°56'34" East, a distance of 1,653.14 feet; **THENCE**, following the boundary line common to said Survey No. 268 and Mesa Del Castillo Unit Four, South 89°56'34" West, at a distance of 1.88 feet pass the northwest corner of Mesa Del Castillo Unit Four and then continuing along the boundary line common to said Survey No. 268 and said Survey No. 210 for a total distance of 372.01 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the **POINT OF BEGINNING** of the parcel herein described;

THENCE, continuing along the boundary line common to said Survey No. 268 and said Survey No. 210, South 89°56'34" West, a distance of 43.10 feet to a 5/8 inch rebar found for the southwest corner of the parcel herein described, identical to the southeast corner of Tract 10E1, San Antonio and Mexican Gulf Railroad Company Survey No. 268 and the southwest corner of said Tract 10E2;

THENCE, leaving the boundary line common to said Survey No. 268 and said Survey No. 210 and following the boundary line common to said Tracts 10E1 and 10E2, North 00°03'26" West, a distance of 265.59 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the most northerly corner of the parcel herein described;

THENCE, leaving the boundary line common to said Tracts 10E1 and 10E2, South 27°00'00" East, a distance of 49.34 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

THENCE, South 16°58'00" East, a distance of 74.50 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

THENCE, South 04°30'00" East, a distance of 84.50 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

THENCE, South 06°23'30" West, a distance of 66.50 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.2281 acres (9,936.6 square feet), more or less, and being subject to all easements 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: May 20, 2015
05347-026 EPEC Portion of Tract 10E2 Desc

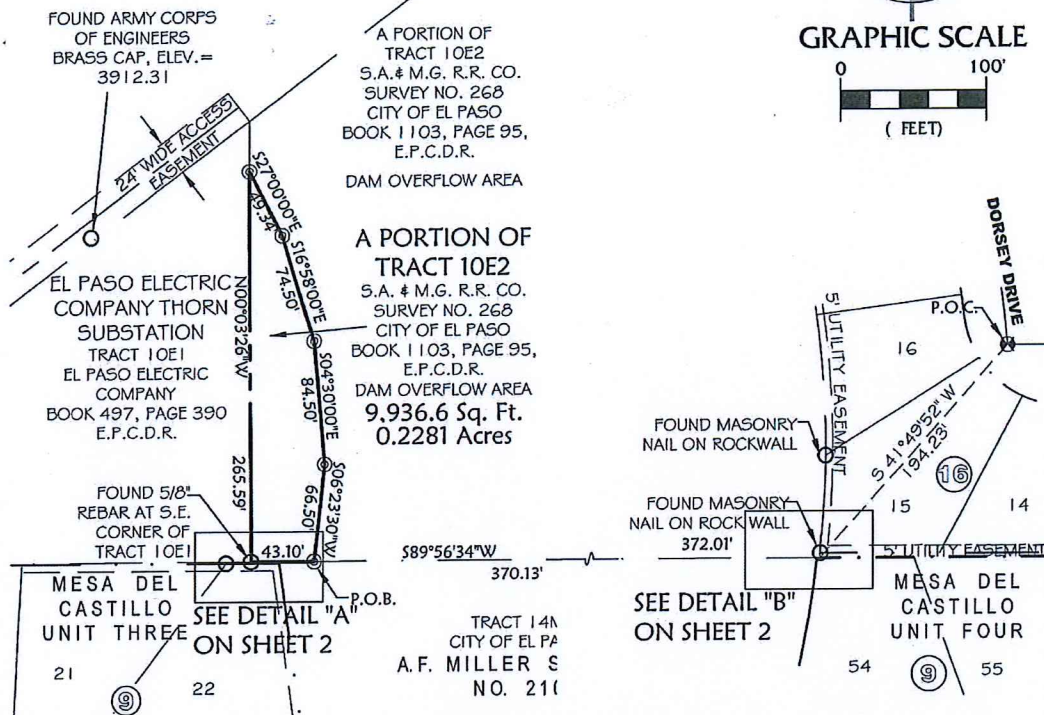
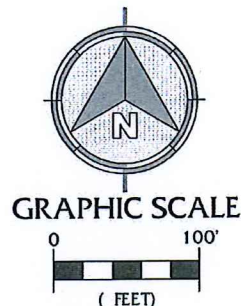


EXHIBIT "A" PAGE 2 OF 4

EXHIBIT "A"

PAGE 3 OF 4

S.A. & M.G. R.R. CO.
SURVEY NO. 268
THORN FLOOD CONTROL DAM
TRACT 10A
CITY OF EL PASO



LEGEND

PROJECT BOUNDARY	---	EXISTING CITY MONUMENT	⊗
SECTION/SURVEY LINE	---	FOUND MONUMENT AS NOTED	○
SUBDIVISION BOUNDARY	---	SET 1/2" REBAR WITH SURVEY CAP NO. TX 5337	⊙
TRACT/LOT LINE	---	LOT NUMBER	20
MONUMENT LINE	---	BLOCK NUMBER	⑨
CENTERLINE OF RIGHT-OF-WAY	---		
EASEMENT LINE	---		

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 Camacho 05-20-2015

ISAAC CAMACHO, TX. R.P.L.S. NO. 5337

SHEET 1 OF 2



BOUNDARY SURVEY

DRAWN BY: A.A. CHECKED BY: I.C. DATE: 05/04/2015 SCALE: 1" = 100'

BEING A PORTION OF TRACT 10E2, SAN ANTONIO & MEXICAN GULF RAILROAD COMPANY SURVEY No. 268, CITY OF EL PASO, EL PASO COUNTY, TEXAS.



BROCK & BUSTILLOS INC.

CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPB REG. NO. F-737

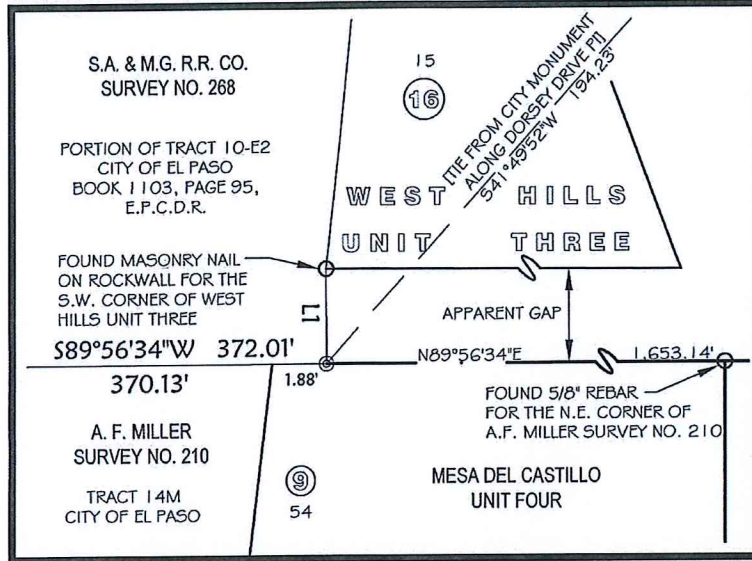
417 EXECUTIVE CENTER-EL PASO, TX 79902-PH (915) 542-4900
FAX (915) 542-2667-WWW.BROCKBUSTILLOS.COM

JOB NO: 05347-026

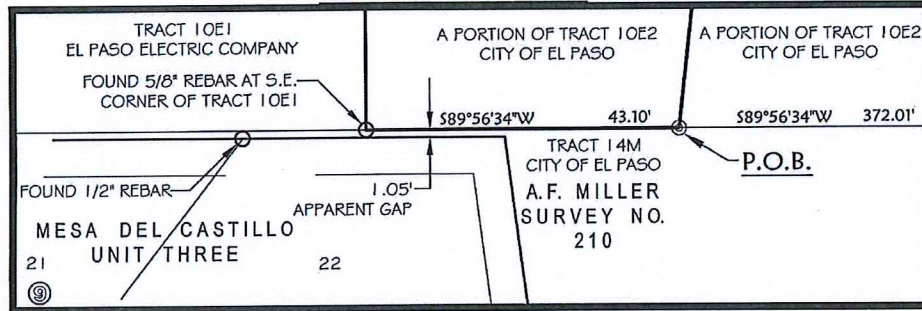
May 19, 2015 - 3:55pm
U:\05347-026\THORN SUBSTATION\05347-026-1.DDP.dwg 05347-026-1.DDP.dwg 05347-026-1.DDP.dwg 05347-026-1.DDP.dwg

DETAIL "B"

SCALE: 1"=5'



DETAIL "A" SCALE 1"=20'



REFERENCE NOTES

1. BASIS OF BEARING IS THE MONUMENTED CENTERLINE OF DORSEY DRIVE AS SHOWN HEREON. THE BEARINGS SHOWN FOR THE CENTERLINE OF DORSEY DRIVE WERE OBTAINED FROM THE FILED SUBDIVISION PLAT FOR WEST HILLS UNIT THREE.
2. SUBJECT PROPERTY IS LOCATED WITHIN ZONE "C", AS DETAILED ON THE CITY OF EL PASO FLOOD INSURANCE RATE MAP PANEL NO. 480214 0022E, DATED JANUARY 3, 1997. ZONE "C" DESIGNATES AREAS OF MINIMAL FLOODING.
3. SUBJECT PROPERTY IS ZONED "A-2" (APARTMENT DISTRICT) AS DESIGNATED ON CITY OF EL PASO PLANNING DIVISION GIS ZONING MAP FOUND AT <http://gis.elpasotexas.gov/dsd/index.html>.

SETBACKS FOR ZONE "A-2":
FRONT: 10'
REAR: 15'
SIDE: 5'
SIDE STREET: 10'

EXHIBIT "A"
PAGE 4 OF 4

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

REFERENCE DOCUMENTS

1. SUBDIVISION PLAT FOR MESA DEL CASTILLO UNIT THREE FILED IN BOOK 61, PAGE 79 OF THE EL PASO COUNTY PLAT RECORDS.
2. SUBDIVISION PLAT FOR MESA DEL CASTILLO UNIT FOUR FILED IN BOOK 63, PAGE 19 OF THE EL PASO COUNTY PLAT RECORDS.
3. SUBDIVISION PLAT FOR WEST HILLS UNIT THREE FILED IN BOOK 59, PAGE 34 OF THE EL PASO COUNTY PLAT RECORDS.
4. TAX MAP FOR S.A. & M. G. R. R. COMPANY SURVEY NO. 268 FILED IN THE MAP ROOM OF THE EL PASO CENTRAL APPRAISAL DISTRICT.
5. TAX MAP FOR A.F. MILLER SURVEY NO. 210 FILED IN THE MAP ROOM OF THE EL PASO CENTRAL APPRAISAL DISTRICT.

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 Camacho 05-20-2015
ISAAC CAMACHO, TX. R.P.L.S. NO. 5337

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°03'26"E	3.24'

SHEET 2 OF 2



FILE NO: 05347-026

BOUNDARY SURVEY

DRAWN BY: A.A. CHECKED BY: I.C. DATE: 05/04/2015 SCALE: 1" = 100'

BEING A PORTION OF TRACT 10E2, SAN ANTONIO & MEXICAN GULF RAILROAD COMPANY SURVEY No. 268, CITY OF EL PASO, EL PASO COUNTY, TEXAS.



BROCK & BUSTILLOS INC.

CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737

417 EXECUTIVE CENTER-EL PASO, TX 79902-PH (915) 542-4900
FAX (915) 542-2867-WWW.BROCKBUSTILLOS.COM

May 19, 2015 - 3:50pm
J:\05347-026-INDR SURV\TATIONS\347-026-1-DD\dwg\05347-026-1-052P-RV-5-4-15.dwg

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: EL PASO ELECTRIC COMPANY

Grantee's Mailing Address (including county): P.O. Box 982
El Paso County, Texas 79960

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 0.2281 acres parcel of land legally described as Portion of Tract 10E2, San Antonio & Mexican Gulf Railroad Company Survey No. 268, 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", including nay strips and gores adjoining or adjacent to 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 the following exceptions and prior reservations:
 - a. Utility easements and prescriptive rights visible and apparent on the ground.

- b. Easement for overhead electrical utilities, as recorded in Volume 1447, Page 467, Real Property Records of El Paso County, Texas.
 - c. Easement to El Paso Electric and Mountain States Telephone and Telegraph Company, recorded in Volume 718, Page 1313, Real Property Records of El Paso County, Texas; with Mountain States Telephone and Telegraph Company's interest granted, sold, and quitclaimed to Southwestern Bell Telephone Company, recorded in Volume 1231, Page 646, Real Property Records of El Paso County, Texas.
 - d. Reservation of ALL minerals to the State of Texas in Volume 930, Page 630, Real Property Records of El Paso County, Texas.
 - e. 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. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - f. Lack of right of access to and from the land.
2. Grantor hereby, for itself, its successors and assigns forever, reserves all water in and under, and that may be produced from or attributable to the Property. If the water estate is subject to existing production or an existing license, this reservation includes the production, the license and all benefits from it: provided, however that Grantor hereby waives any right of ingress and egress to the surface of the Property for the purpose of exploring, drilling, developing or producing same.
 3. Grantee shall be responsible, at its own cost, to conduct any necessary archeological or environmental survey or studies.

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, through, or under Grantor but not otherwise.

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.

AFTER CLOSING, BETWEEN THE GRANTOR AND THE GRANTEE, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL CONCERNS ARISING FROM EVENTS OCCURRING AFTER CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE.

EXECUTED the ____ day of _____, 2015.

THE CITY OF EL PASO, TEXAS

Tomás González, City Manager

APPROVED AS TO FORM:

Bertha Ontiveros
Senior Assistant City Attorney

APPROVED AS TO FORM AND CONTENT:

Cynthia Osborn
Real Estate Manager and Counsel

(Signature and acknowledgement contained 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



BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. 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
TBPLS Reg. No. 101314-00

EXHIBIT "A"
PAGE 1 OF 4

METES AND BOUNDS DESCRIPTION
(EPEC Portion of Tract 10E2)

A 0.2281 acre parcel of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 10E2, San Antonio and Mexican Gulf Railroad Company Survey No. 268 and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a City Monument found at the centerline point of intersection of Dorsey Drive (54.00 feet wide) located opposite Lot 15, Block 16, West Hills Unit Three, as filed Book 59, Page 34 of the Plat Records of El Paso County; **WHENCE**, a City Monument found at the centerline intersection of Dorsey Drive and Cumbrian Lane (52.00 feet wide) bears North 89°52'23" East, a distance of 606.30 feet; **THENCE**, leaving said City Monument at the centerline point of Dorsey Drive, South 41°49'52" West, a distance of 194.23 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set on the boundary line common to said Survey No. 268 and Mesa Del Castillo Unit Four, as filed Book 63, Page 19 of the Plat Records of El Paso County, for the southeast corner of said Tract 10E2; **WHENCE**, a 5/8 inch rebar found for the northeast corner of A. F. Miller Survey No. 210 bears North 89°56'34" East, a distance of 1,653.14 feet; **THENCE**, following the boundary line common to said Survey No. 268 and Mesa Del Castillo Unit Four, South 89°56'34" West, at a distance of 1.88 feet pass the northwest corner of Mesa Del Castillo Unit Four and then continuing along the boundary line common to said Survey No. 268 and said Survey No. 210 for a total distance of 372.01 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the **POINT OF BEGINNING** of the parcel herein described;

THENCE, continuing along the boundary line common to said Survey No. 268 and said Survey No. 210, South 89°56'34" West, a distance of 43.10 feet to a 5/8 inch rebar found for the southwest corner of the parcel herein described, identical to the southeast corner of Tract 10E1, San Antonio and Mexican Gulf Railroad Company Survey No. 268 and the southwest corner of said Tract 10E2;

THENCE, leaving the boundary line common to said Survey No. 268 and said Survey No. 210 and following the boundary line common to said Tracts 10E1 and 10E2, North 00°03'26" West, a distance of 265.59 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for the most northerly corner of the parcel herein described;

THENCE, leaving the boundary line common to said Tracts 10E1 and 10E2, South 27°00'00" East, a distance of 49.34 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

THENCE, South 16°58'00" East, a distance of 74.50 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

THENCE, South 04°30'00" East, a distance of 84.50 feet to a 1/2 inch rebar with survey cap No. "TX 5337" set for an angle point;

THENCE, South 06°23'30" West, a distance of 66.50 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.2281 acres (9,936.6 square feet), more or less, and being subject to all easements of record.

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

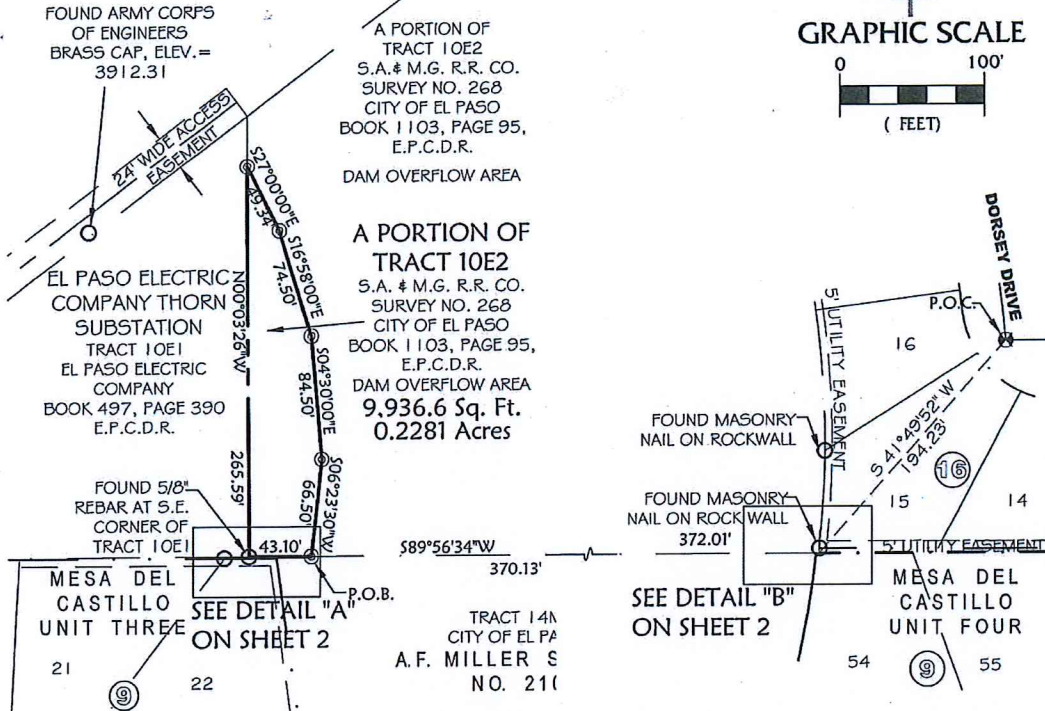
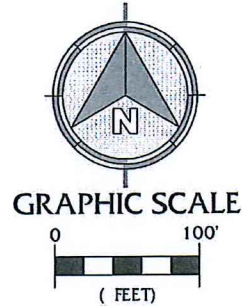
Isaac Camacho
Isaac Camacho, TX R. P. L. S. No. 5337
Date: May 20, 2015
05347-026 EPEC Portion of Tract 10E2 Desc



EXHIBIT "A" PAGE 2 OF 4

EXHIBIT "A"
PAGE 3 OF 4

S.A. & M.G. R.R. CO.
SURVEY NO. 268
THORN FLOOD CONTROL DAM
TRACT 10A
CITY OF EL PASO



LEGEND

PROJECT BOUNDARY	---	EXISTING CITY MONUMENT	⊗
SECTION/SURVEY LINE	---	FOUND MONUMENT AS NOTED	○
SUBDIVISION BOUNDARY	---	SET 1/2" REBAR WITH SURVEY CAP NO. TX 5337	⊙
TRACT/LOT LINE	---	LOT NUMBER	20
MONUMENT LINE	---	BLOCK NUMBER	9
CENTERLINE OF RIGHT-OF-WAY	---		
EASEMENT LINE	---		

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 Camacho 05-20-2015
ISAAC CAMACHO, TX. R.F.L.S. NO. 5337

SHEET 1 OF 2



BOUNDARY SURVEY

DRAWN BY: A.A. CHECKED BY: I.C. DATE: 05/04/2015 SCALE: 1" = 100'

BEING A PORTION OF TRACT 10E2, SAN ANTONIO & MEXICAN GULF RAILROAD COMPANY SURVEY No. 268, CITY OF EL PASO, EL PASO COUNTY, TEXAS.



BROCK & BUSTILLOS INC.

CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737

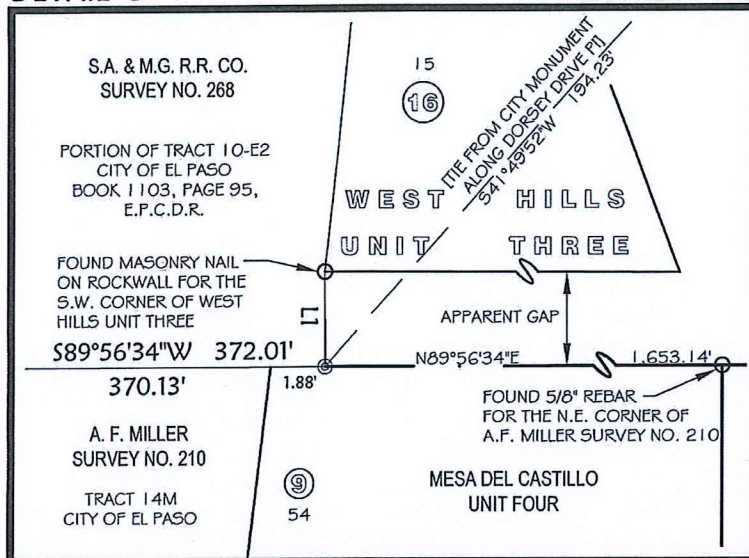
417 EXECUTIVE CENTER-EL PASO, TX 79902-PH (915) 542-4900
FAX (915) 542-2867-WWW.BROCKBUSTILLOS.COM

JOB NO: 05347-026

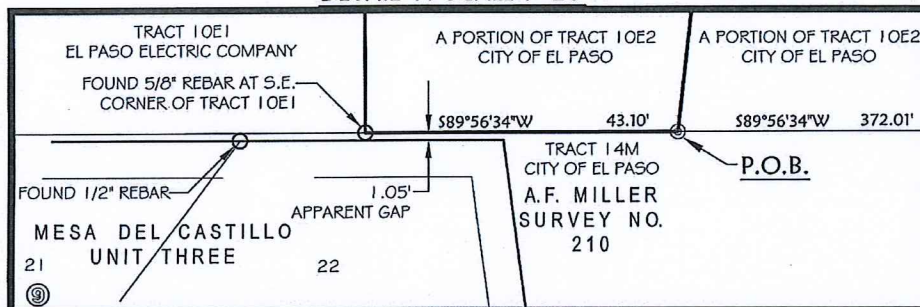
May 19, 2015 - 3:56pm
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DETAIL "B"

SCALE: 1"=5'



DETAIL "A" SCALE 1"=20'



REFERENCE NOTES

1. BASIS OF BEARING IS THE MONUMENTED CENTERLINE OF DORSEY DRIVE AS SHOWN HEREON. THE BEARINGS SHOWN FOR THE CENTERLINE OF DORSEY DRIVE WERE OBTAINED FROM THE FILED SUBDIVISION PLAT FOR WEST HILLS UNIT THREE.
2. SUBJECT PROPERTY IS LOCATED WITHIN ZONE "C", AS DETAILED ON THE CITY OF EL PASO FLOOD INSURANCE RATE MAP PANEL NO. 460214 0022E, DATED JANUARY 3, 1997. ZONE "C" DESIGNATES AREAS OF MINIMAL FLOODING.
3. SUBJECT PROPERTY IS ZONED "A-2" (APARTMENT DISTRICT) AS DESIGNATED ON CITY OF EL PASO PLANNING DIVISION GIS ZONING MAP FOUND AT <http://gis.elpasotexas.gov/gis/index.html>.

SETBACKS FOR ZONE "A-2":
 FRONT: 10'
 REAR: 15'
 SIDE: 5'
 SIDE STREET: 10'

EXHIBIT "A"

PAGE 4 OF 4

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

REFERENCE DOCUMENTS

1. SUBDIVISION PLAT FOR MESA DEL CASTILLO UNIT THREE FILED IN BOOK 61, PAGE 79 OF THE EL PASO COUNTY PLAT RECORDS.
2. SUBDIVISION PLAT FOR MESA DEL CASTILLO UNIT FOUR FILED IN BOOK 63, PAGE 19 OF THE EL PASO COUNTY PLAT RECORDS.
3. SUBDIVISION PLAT FOR WEST HILLS UNIT THREE FILED IN BOOK 59, PAGE 34 OF THE EL PASO COUNTY PLAT RECORDS.
4. TAX MAP FOR S.A. & M. G. R. COMPANY SURVEY NO. 268 FILED IN THE MAP ROOM OF THE EL PASO CENTRAL APPRAISAL DISTRICT.
5. TAX MAP FOR A.F. MILLER SURVEY NO. 210 FILED IN THE MAP ROOM OF THE EL PASO CENTRAL APPRAISAL DISTRICT.

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 Camacho 05-20-2015
 ISAAC CAMACHO, TX. R.P.L.S. NO. 5337

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°03'26"E	3.24'

SHEET 2 OF 2



FILE NO: 05347-026

BOUNDARY SURVEY

DRAWN BY: A.A. CHECKED BY: I.C. DATE: 05/04/2015 SCALE: 1" = 100'

BEING A PORTION OF TRACT 10E2, SAN ANTONIO & MEXICAN GULF RAILROAD COMPANY SURVEY No. 268, CITY OF EL PASO, EL PASO COUNTY, TEXAS.



BROCK & BUSTILLOS INC.

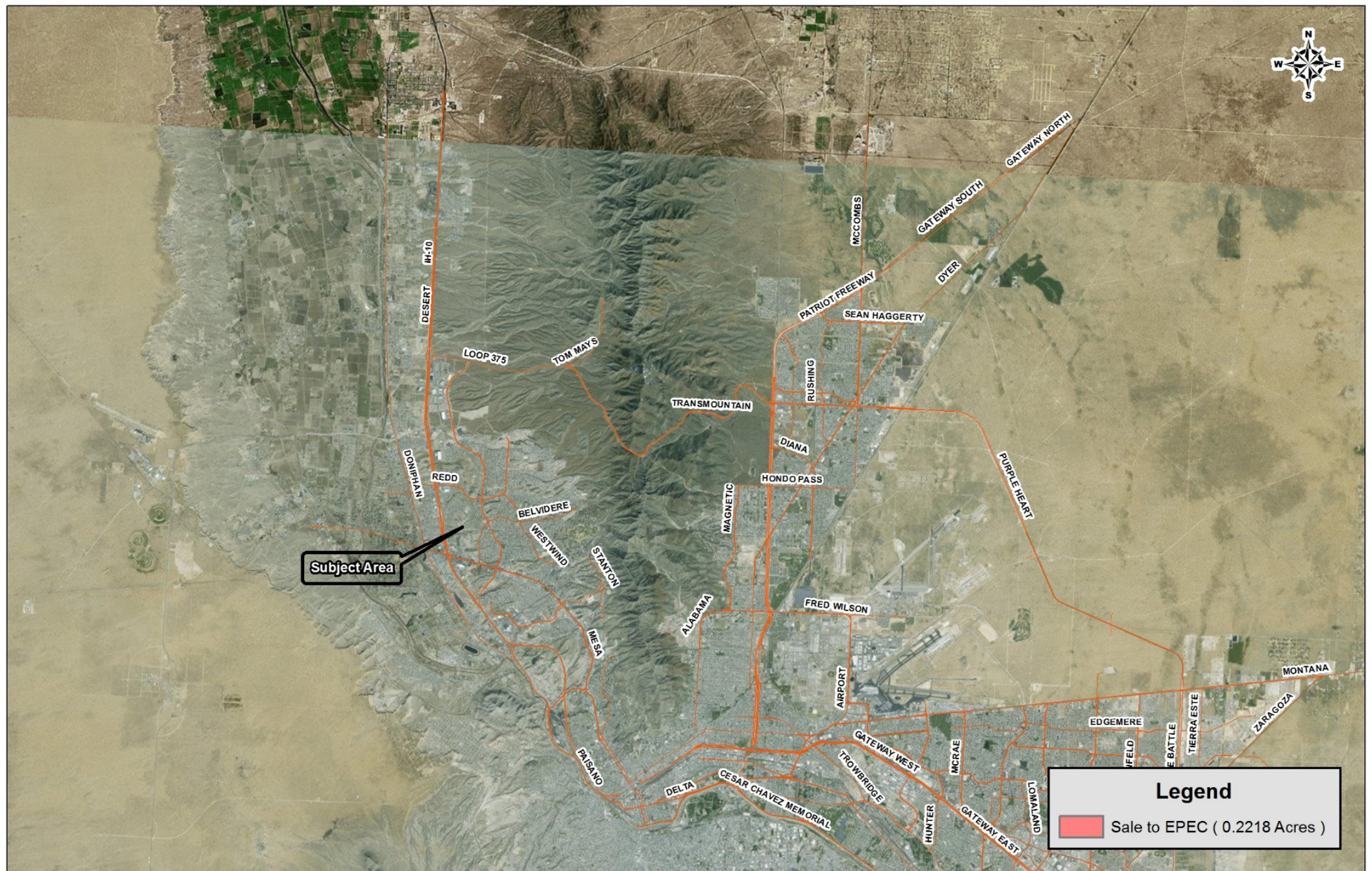
CONSULTING CIVIL ENGINEERS
 LAND SURVEYORS
 TBPE REG. NO. F-737

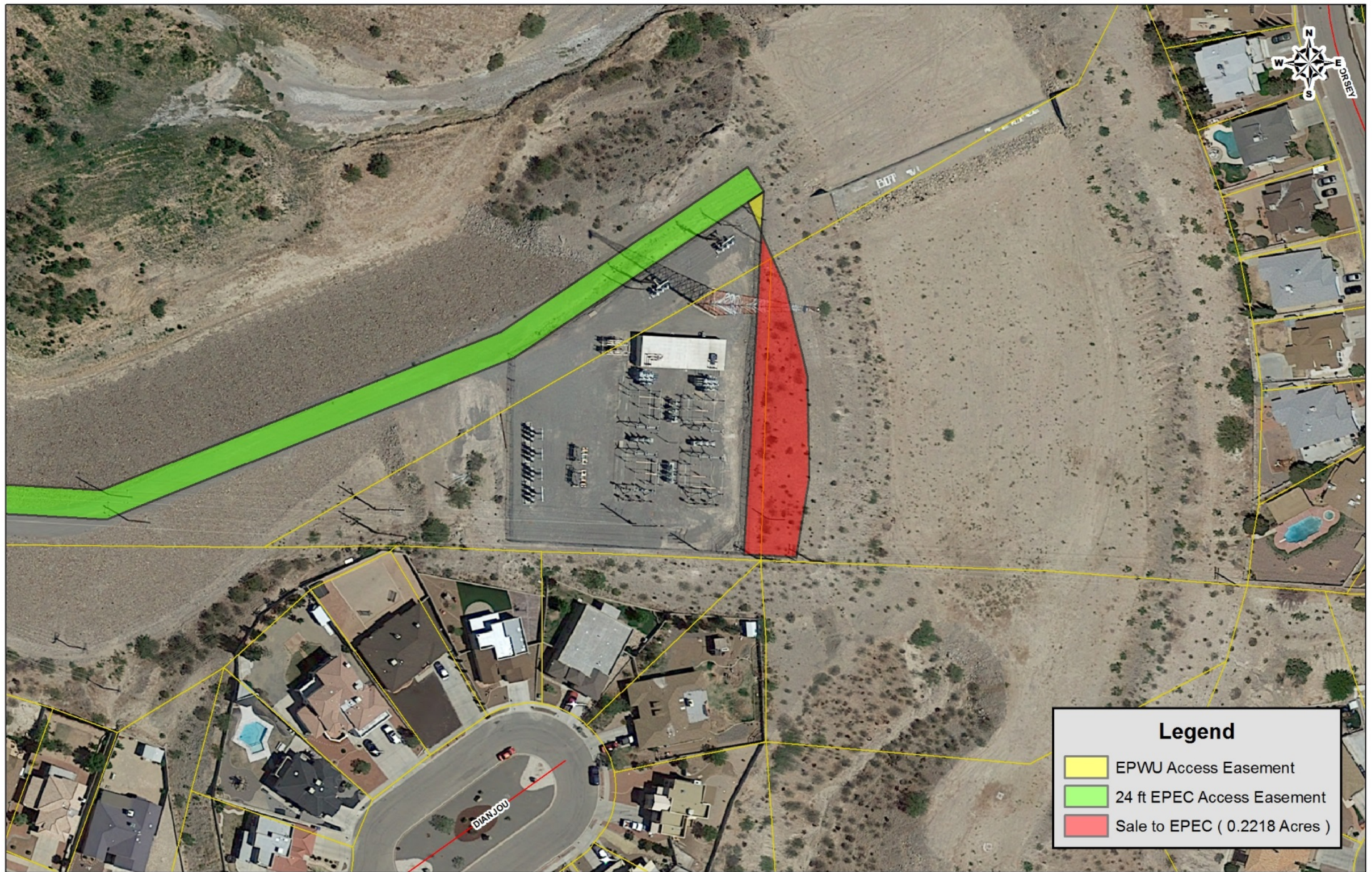
417 EXECUTIVE CENTER--EL PASO, TX 79902--PH (915) 542-4900
 FAX (915) 542-2667--WWW.BROCKBUSTILLOS.COM

May 19, 2015 - 3:56pm
 U:\05347-026-THORN SURVEY\05347-026-10E2P-RV-5-4-15.dwg
 jmarroquin

Sale of El Paso Water Utility – PSB property
to El Paso Electric Company
Thorn Substation Expansion
.2281 acres







- Approved by PSB on June 9, 2011
- Independent Appraised value - \$8,450
- Contract of Sale - \$8,450



Recommendation: – Approve the Sale of 0.2281 acres to
El Paso Electric Company
for the Thorn Substation Expansion

and

Authorize the City Manager to sign a Contract of Sale,
Special Warranty Deed and other documents
to complete the sale.