

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

DEPARTMENT: Economic and International Development Department
AGENDA DATE: CCA Regular 11/4/2014
CONTACT PERSON/PHONE NUMBER: Cary Westin, Director 915-212-1614
DISTRICT(S) AFFECTED: Districts 3 & 8

SUBJECT:

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

An ordinance authorizing the City Manager to sign a purchase agreement with MCA Tech Park In. and MCA Revere Realty, Inc. for the sale of Lot 1A, Clock 1, Colfax MCA Addition Replat "A", an addition to the City of El Paso, El Paso County, Texas and a portion of Lot 1, Block 1, Colfax MCA Addition, an addition to the City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

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

On February 7, 2012 Council approved a Chapter 380 Economic Development Program Grant Agreement between the City of El Paso and the Medical Center of the Americas Foundation ("The Applicant"), in relation to undertaking of an economic development project consisting of biomedical cluster specific and infrastructure programs; in approving the agreement; City Council waived the Impact Fund policy requirements, which restricted the use of funds for land acquisition in the MCA area to the City only, because it was more cost-effective for the applicant to acquire land itself. Per the agreement **Metric 6D: Land Acquisition**, The MCA is required to acquire necessary strategic land, building and laboratory sites leading to maximized development in the special research center district.

PRIOR COUNCIL ACTION:

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

Yes, two items. MCA's 380 was approved February 7, 2012, followed by a first amendment on July 31, 2012.

AMOUNT AND SOURCE OF FUNDING:

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

Impact Fund

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AGREEMENT WITH MCA TECH PARK INC. AND MCA REVERE REALTY, INC. FOR THE SALE OF LOT 1A, BLOCK 1, COLFAX MCA ADDITION REPLAT "A", AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AND A PORTION OF LOT 1, BLOCK 1, COLFAX MCA ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the City of El Paso ("City") is a municipality and political subdivision of the State of Texas and is the owner of that certain property described as Lot 1A, Block 1, Colfax MCA Addition "A", an addition to the City of El Paso, El Paso County, Texas and a portion of Lot 1, Block 1, Colfax MCA Addition, an addition to the City of El Paso, El Paso County, Texas (the "Property");

WHEREAS, the City entered into a Chapter 380 Agreement with the Medical Center of the Americas Foundation, a Texas non-profit corporation, on February 7, 2012, in order to facilitate the creation of a biomedical cluster specific programs and infrastructure projects, which will attract and retain companies to the City;

WHEREAS, on May 29, 2012, the City created Tax Reinvestment Zone Number Six, City of El Paso, Texas (TIRZ 6), for the purpose of redeveloping 440 acres of land included in the Medical Center of the Americas Master Plan Area in order to facilitate the creation of an integrated campus of facilities that will position the area as the premier center of health delivery, education, and research for the region's diverse and international population;

WHEREAS, on January 15, 2013, by Ordinance No. 017928, the El Paso City Council ("Council") approved the Final Project Plan and final Reinvestment Zone Financing Plan;

WHEREAS, on July 29, 2014, the City Council approved Ordinance No. 018219 that expanded the boundaries of TIRZ 6 and amended the Final Project and Final Reinvestment Zone Financing Plans to reflect the expansion;

WHEREAS, the Property is located within the boundaries of TIRZ 6;

WHEREAS, Section 272.001(b)(6) of the Texas Local Government Code exempts from the notice and bidding requirements of Section 272.001(a) of the Texas Local Government Code a municipality's land that is located in a reinvestment zone and that the municipality desires to have developed under a project plan adopted by the municipality for the zone;

WHEREAS, Section 311.008(b)(2) of the Texas Tax Code allows a municipality to sell real property located within a reinvestment zone on the terms and conditions and in the manner it considers advisable to implement the project plan; and

ORDINANCE _____

ORDINANCE NO. _____

WHEREAS, the Council has found that the conveyance of the City's Property to MCA Tech Park, Inc. and MCA Revere Realty, Inc. is in the public interest because it will facilitate the development of a biomedical science and technology center, which is in line with the project plan of TIRZ 6 and the Chapter 380 Agreement.

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

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

That the City Manager is authorized to sign, on behalf of the City of El Paso, purchase agreement between the City and MCA Tech Park, Inc., a Texas nonprofit corporation, and MCA Revere Realty, Inc., a Texas nonprofit corporation, for

- 1.) Lot 1A, Block 1, Colfax MCA Addition Replat "A", an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Clerk's File No. 20140017563, Real Property Recors of El Paso County, Texas and
- 2.) A portion of Lot 1, Block 1, Colfax MCA Addition, an addition to the City of El Paso, El Paso County, according to the plat thereof recorded in Clerk's File NO. 20130040493, Real Property Records of El Paso County, Texas.

The City Manager is further authorized to sign all documents necessary to effectuate this transaction, as approved by the City Attorney's Office.

PASSED AND APPROVED on this the ____ day of _____, 2014.

THE CITY OF EL PASO


ATTEST:

Oscar Leeser
Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Matthew K. Behrens
Assistant City Attorney

Cary S. Westin, Director
Economic & International Development Dept.

ORDINANCE _____

PURCHASE AGREEMENT

This Purchase Agreement ("**Agreement**") is made and entered into by and between the **City of El Paso, Texas**, a municipal corporation ("**Seller**"), and **MCA Tech Park, Inc.**, a Texas nonprofit corporation and **MCA Revere Realty, Inc.**, a Texas nonprofit corporation, the sole member of which is MCAmericas Holdings, Inc. (individually referred to as **MCA Tech** and **MCA Realty** and collectively referred to as "**Buyer**").

1. Sale and Purchase. Subject to the terms of this Agreement, Seller shall sell and MCA Tech shall purchase that parcel of land described as follows:

Lot 1A, Block 1, COLFAX MCA ADDITION REPLAT "A", an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Clerk's File No. 20140017563, Real Property Records of El Paso County, Texas ("**Parcel 1**").

Subject to the terms of this Agreement, Seller shall sell and MCA Realty shall purchase that parcel of land described as follows:

A portion of Lot 1, Block 1, COLFAX MCA ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Clerk's File No. 20130040493, Real Property Records of El Paso County, Texas, more fully described on Exhibit A attached hereto ("**Parcel 2**").

Parcel 1 and Parcel 2 are collectively referred to as the "**Property**". The closing on Parcel 1 and Parcel 2 must be simultaneous, and in no event may only one parcel be purchased.

2. Purchase Price. The purchase price for the Property (the "**Purchase Price**") is Two Million and No/100 Dollars (\$2,000,000), of which \$100,000 will be paid in cash at Closing and the remainder of which shall be evidenced by a Promissory Note, as described below. Buyer will pay One Thousand and No/100 Dollars (\$1,000.00) (the "**Deposit**") upon execution hereof to an account with Lone Star Title Company of El Paso, Inc., 6701 North Mesa, Suite A, El Paso, Texas 79912 (Attn: John Martin) (the "**Title Company**"). The cash portion of the Purchase Price will be paid at closing of this sale ("**Closing**") by certified check or Federal wire transfer. Notwithstanding anything contained herein to the contrary, if the Closing shall fail to occur for any reason whereby Buyer shall be entitled to the return of the Deposit, then prior to returning the \$1,000.00 Deposit to Buyer, the Title Company is hereby irrevocably authorized and directed to release to Seller out of the Deposit the sum of One Hundred and No/100 Dollars (\$100.00), which amount shall serve as the bargained for and agreed consideration for Buyer's exclusive option to purchase the Property and for Seller's execution, delivery and performance of this Agreement.

3. TIRZ. All of the Property is located within the Tax Increment Reinvestment Zone Number Six, City of El Paso, Texas (TIRZ), which TIRZ also includes additional land. The TIRZ was created to enable the redevelopment of approximately 440 acres of land included in the Medical Center of the Americas Master Plan, and to encourage community revitalization and infrastructure improvements funded by Seller's portion of incremental ad valorem property tax revenues collected in the future on properties included in the TIRZ. Seller and Buyer agree that the purposes for which the Property will be developed and used is consistent with the purposes of the TIRZ and will further the desired redevelopment and revitalization of the Property, and thus Seller has concluded that the conveyance of the Property is permitted without an appraisal and for an amount that may be below fair market value. Subsequent to the Closing, Buyer agrees that Seller shall not be required to pay any monetary consideration to Buyer for the dedication of any part of the Property for public improvements or public amenities.

4. Escrow. This Agreement will be delivered as escrow instructions to establish an escrow (the "*Escrow*") with the Title Company as escrowholder ("*Escrow Agent*"). The "*Effective Date*" of this Agreement shall be the date of opening of escrow with the Title Company by the tendering of a fully executed Agreement along with the Deposit and the signature of Escrow Agent acknowledging receipt.

5. Economic Development Program Grant Agreement. The Medical Center of the Americas Foundation ("*MCAF*") currently receives quarterly payments ("*MCA Grant Payments*") from the funds generated from a franchise agreement dated November 16, 2010 between Seller and El Paso Electric Company (the "*Impact Fund Payments*"). The MCA Grant Payments are further described in that certain Economic Development Program Grant Agreement between Seller and MCAF dated February 7, 2012 (as amended, "*the 380 Agreement*"), and are paid to MCAF based on the amount of the Impact Fund Payments received by Seller in the previous Fiscal Year of Seller which is from September 1st to August 31st ("*the Annual Period*"). The MCA Grant Payments are made by Seller to MCAF in the following Fiscal Year of Seller. The first MCA Grant Payment to MCAF from the prior Fiscal Year is made on September 30th and subsequent MCA Grant Payments are made on December 31st, March 31st and June 30th. The term of the 380 Agreement expires on August 31, 2030, and the last MCA Grant Payment under the 380 Agreement will be paid on June 30, 2030.

6. Promissory Note. At Closing Buyer shall execute a non interest bearing Promissory Note payable to Seller in the amount of One Million Nine Hundred Thousand and NO/100 Dollars (\$1,900,000) with a maturity date of August 31, 2030 (the "*Note*"). Annual payments on the Note shall only be due when the annual MCA Grant Payments due from Seller to MCAF during any Fiscal Year of Seller exceed Three Million Dollars (\$3,000,000) ("*the Threshold*"). Within 30 days after August 31st of each year of the Note, beginning in 2015, the City shall determine if the MCA Grant Payments for the Fiscal Year just ended exceed the Threshold, and if they do, an annual payment on the Note in the amount of the excess (the "*Excess*") shall be payable to Seller (the "*Annual Note Payment*"). An Annual Note Payment will continue each year thereafter in the amount of the Excess any time the Threshold is exceeded until the Note is paid in full or it matures on August 31, 2030. On the maturity date of August 31, 2030, the Note is fully due and payable if (i) a default exists under the 380 Agreement, or it has been previously terminated by Seller pursuant to the terms of the Agreement because of Buyer's default

thereunder; (ii) Buyer is then in default under the Restrictive Covenants, and/or (iii) Buyer is then in default under the terms of this Agreement. If none of clauses (i), (ii) and (iii) apply, then the balance, if any, remaining on the Note shall be forgiven in full by Seller.

7. Offset from Note Payments. At Closing MCAF shall execute an authorization that authorizes Seller to retain the Excess and apply it as an Annual Note Payment. Otherwise the Note will be unsecured, and Seller expressly waives any vendor's lien against the Property, and any express or implied right of rescission or right of reverter.

8. Restrictive Covenants.

(a) As additional primary consideration for the conveyance of the Property, at the Closing Buyer agrees to place use restrictions on the Property ("**Use Restrictions**") limiting the Property's uses to the construction and operation of a medical life sciences research and technology commercialization campus, and uses ancillary and/or complimentary thereto, including, without limitation, parking garages and/or parking lots for the campus facilities (collectively referred to as the "**Project**"), and planning, designing, constructing, building, erecting, maintaining, equipping, leasing, managing, encumbering, operating and otherwise dealing with the Project, and no other use. Seller's rights to enforce the Use Restrictions shall include the right to file an injunction enjoining any violation of the Use Restrictions.

(b) Except as described below (a "**Permitted Transfer**"), Buyer shall not transfer control of, or title to, the Property or any part thereof to any third party or entity other than an entity the sole member of which is MCAmericas Holdings, Inc. (the "**Transfer Restrictions**"). The requirements for a Permitted Transfer and the void effect of a transfer that is not a Permitted Transfer shall be described in an instrument recorded at Closing imposing the Use Restrictions and Transfer Restrictions on the Property ("**Restrictive Covenants**").

- (i) A dedication of roadways or other infrastructure or the granting of utility related easements (collectively a "**Dedication**") for which Buyer does not receive any consideration is a Permitted Transfer. A Dedication for which Buyer receives consideration, whether in-kind or monetary, requires the prior written consent of Seller, which consent can be withheld or conditioned in Seller's sole discretion.
- (ii) Lenders that advance construction monies to Buyer and/or provide permanent financing to Buyer (each a "**Lender**") for improvements on that portion of the Property on which the Lender places a deed of trust (the "**Secured Property**") may through a foreclosure proceeding, or a deed in lieu of foreclosure, take title to the Secured Property or sell the Secured Property at a foreclosure sale, or subsequent to foreclosure by Lender, as a Permitted Transfer so long as the Lender gives prior notice to Seller simultaneously with the default notice to Buyer and gives Seller the same opportunity to cure the default as Buyer is given.

- (iii) Buyer may transfer any portion of the Property to a third party so long as Buyer obtains the prior written consent of Seller, which consent can be withheld or conditioned in Seller's sole discretion.

Following a Permitted Transfer, the portion of the Property so transferred shall continue to be subject to the Use Restrictions, but shall thereafter be entirely free of the Transfer Restrictions, which shall be extinguished upon such Permitted Transfer. Notwithstanding the foregoing, it is understood that a Permitted Transfer by Seller under (iii) above may contain conditions on subsequent transfers.

9. Development of Parcels 1 and 2. The Restrictive Covenants will also recite Buyer's obligation as to the following development timelines. Buyer must commence the construction on Parcel 1 of the life sciences research building to be known as the Cardwell Collaborative Building within 12 months from Closing so that, subject to Force Majeure, a certificate of occupancy is issued within 36 months of the Closing. Development of Parcel 2 must commence by August 31, 2030. Buyer will be responsible for the cost of all of the infrastructure required for its development.

10. SmartCode. On June 21, 2011 Seller through its City Council approved the request of MCAF to rezone the Property, as well as other land surrounding the University Medical Center and the Paul L. Foster School of Medicine to SmartCode zone, and Seller approved the Regulating Plan in conjunction with the rezone. Buyer represents that it will develop the Property consistent with the SmartCode zone and the Regulating Plan.

11. TXDOT Traffic Studies. Seller and Buyer are aware that TXDOT has been studying and evaluating the possibility of adding (i) another lane to I-10; (ii) a possible spur connecting I-10 to Alameda Avenue; and (iii) various entrance and exit ramps. Buyer has been directly participating in meetings with TXDOT about these studies, and prior to Closing Seller is authorized to grant access rights to TXDOT, Huitt-Zollars and other TXDOT consultants to survey the Property and any improvements as part of these traffic studies.

12. Survey. Buyer has provided to Seller a recent survey of Parcel 2 containing the certification of the surveyor as to its metes and bounds legal description.

13. Environmental Disclosures. Attached as **Exhibit B** is a list of certain environmental correspondence and related documents about the Property from the Environmental Protection Agency and the Texas Commission on Environmental Quality or its predecessor agency ("**TCEQ**"). This correspondence, related soil test results, partial remediation reports as well as other reports reflect that the Property's historical uses included disposal of waste and industrial operations with some product from the operations still existing in the soils under the Property. **Buyer accepts the Property "AS IS," with all faults, relying on Buyer's own inspection and judgment and not in reliance on any representations of Seller. Buyer acknowledges that substantial site preparation will be necessary in order to utilize the Property for Buyer's permitted uses, and that some environmental remediation and/or encapsulation may be necessary, for which Buyer assumes responsibility.**

14. Buyer's Environmental Inspections and Compliance. Buyer has already had its consultant perform a Phase I and follow up environmental assessment of the Property. Buyer agrees to tender to Seller its most current versions in hard copy of both assessments within 10 days from the Effective Date, and will tender to Seller any final version if subsequently finalized. Buyer does not desire to do any further intrusive testing of the Property, but desires to meet with the TCEQ to discuss the history of the Property and the TCEQ file including the deed restrictions set out in the Certificate of Remediation recorded in Doc # 20030043085 of the El Paso County Real Estate Records. During the development and operation of the Property Buyer agrees to comply with the deed restrictions in the Certificate of Remediation and all other environmentally related requirements of the TCEQ or the EPA as to the Property.

15. Limited Feasibility Period. Buyer shall have a sixty (60) day period from the Effective Date (the "**Feasibility Period**") to meet with the TCEQ to discuss the feasibility of Buyer's planned development of the Property within the context of its environmental condition. Buyer shall give Seller prior notice of the TCEQ meeting and allow Seller to attend and participate in the meeting. At any time prior to the end of the Feasibility Period if Buyer desires to terminate this Agreement based on the TCEQ meeting, Buyer shall give written notice to Seller of the TCEQ constraints that Buyer believes do not permit Buyer's desired development or make it financially unfeasible. Upon Seller's receipt of such notice before the expiration of the Feasibility Period, Buyer shall be entitled to receive a refund of the Deposit and this Agreement shall become null and void.

16. Title Review. The Title Company has, at Buyer's expense, provided Seller and Buyer with commitments for an owner's title policy on the Property on the standard form as promulgated by the State Board of Insurance for the State of Texas (the "**Commitments**"), and copies of all instruments shown by the Commitments as exceptions. Buyer shall have ten (10) days from the Effective Date (the "**Review Period**"), to review the Commitments and Survey.

If within the Review Period Buyer notifies Seller of any objections to matters contained in the Commitment or Survey ("**Title Objections**"), Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before Closing ("**Cure Notice**"). If Seller does not agree to cure all the Title Objections before Closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Agreement is terminated or Buyer will proceed to close. Seller shall have no obligation to remove exceptions or Title Objections other than (i) exceptions that Seller has agreed to remove in the Cure Notice, (ii) monetary liens, including mechanic's and materialmen's liens filed against the Property during the pendency of this Agreement through no fault of Buyer, and (iii) any exceptions or encumbrances created by, through, or under Seller after the Effective Date and which are not consented to by Buyer ("**Mandatory Cure Items**"). The term "**Permitted Exceptions**" shall mean the specific exceptions to title contained in Schedule B of the Commitments, as the same may be updated prior to Closing (other than Mandatory Cure Items, which Seller must remove on or before Closing), that the Title Company has not agreed to insure over or remove from the Commitments during the Review Period. If either Commitment is amended or supplemented after Buyer has submitted its objections to Seller, the same time periods, procedures and notices for objections and clearance of title shall apply to new matters disclosed thereby.

17. Title Insurance and Deed. At Closing, Seller shall convey indefeasible fee simple title to the Property to Buyer, by two special warranty deeds (the “*Deeds*”) in the form of Exhibits C and D, subject to the Permitted Exceptions. Buyer shall obtain at Closing, at Buyer's expense, standard form Owner's Title Insurance Policies on the standard form as promulgated by the State Board of Insurance for the State of Texas (the “*Policies*”) issued by the Title Company, insuring indefeasible fee simple title to Buyer in the full amount of the Purchase Price and containing no exceptions or conditions other than the Permitted Exceptions. Buyer will also be responsible for the increase in premium between a standard form policy and an extended form policy and the costs of any endorsements requested by Buyer.

18. Risk of Condemnation. If all or any part of the Property is condemned or any condemnation action or proceeding is commenced prior to Closing, Buyer may, at its option, either (i) terminate this Agreement and receive a refund of the Deposit, or (ii) complete the purchase pursuant to this Agreement, with all condemnation proceeds and claims being assigned to Buyer.

19. Real Property Taxes. Seller shall convey the Property free and clear of any unpaid ad valorem taxes. Because Seller is a municipal corporation, there will not be any real property taxes to prorate at Closing.

20. Notice of Default. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to its remedies, must give the defaulting party written notice of the default in strict accordance with the notice requirements of Section 24. The defaulting party shall have five (5) business days from receipt of such notice to cure the default. If the default is timely cured, this Agreement shall continue in full force and effect. If the default is not timely cured, the non-defaulting party may pursue its applicable remedies set forth below.

21. Remedies of Seller. If Buyer defaults under this Agreement, Seller's sole and exclusive remedy shall be to retain the Deposit as liquidated damages, and terminate this Agreement, with Buyer responsible for the payment of any escrow cancellation fees. The parties acknowledge that: (a) it would be impracticable to fix the actual damages suffered by Seller as a result of such default; and (b) the amount of the liquidated damages represents a fair and reasonable compensation to Seller for such default.

22. Remedies of Buyer. If Seller defaults under this Agreement, Buyer may, as its sole remedy, terminate this Agreement, in which case the Title Company is irrevocably instructed to return the Deposit to Buyer.

23. Brokerage Fees. Both parties represent that no broker is involved in this Agreement and the Buyer indemnifies the Seller against brokerage or commission claims arising out of the Buyer's actions.

24. Notices. All notices and communications required or permitted to be given hereunder shall be in writing and hand delivered or mailed by certified or registered mail,

postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to Seller:

The City of El Paso
300 N. Campbell
El Paso, Texas 79901
Attn: City Manager

If to Buyer:

MCA Tech Park, Inc.
MCA Revere Realty, Inc.
201 E. Main, Suite 1514
El Paso, TX 79901
Attn: Emma Schwartz

With copy to:

Risher S. Gilbert
The Gilbert Law Firm, P.C.
201 E. Main Drive, Suite 1501
El Paso, Texas 79901

With copy to:

W. David Bernard
ScottHulse PC
1100 Chase Tower
201 E. Main Drive
El Paso, Texas 79901

Notice shall be deemed to have been given upon receipt or refusal.

25. Closing Costs. Notwithstanding anything to the contrary contained herein, Closing costs shall be paid as follows:

By Seller (Seller hereby authorizing the Title Company to deduct the following expenses from Seller's proceeds due at Closing):

- a) Preparation of the Deeds;
- b) Preparation of the Promissory Note;
- c) Preparation of the Restrictive Covenants;
- d) Preparation of the MCAF Authorization for Offset;
- e) one-half the escrow fee, if any.

By Buyer:

- a) Title insurance examination, fees and standard owner's policy premium;
- b) Recording fees;
- c) One-half the escrow fee, if any;
- d) Cost of extended owner's title policy and any endorsements chosen by Buyer;
- e) Cost of the Survey.

26. Time of Essence. Time is of the essence of this Agreement.

27. Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or

representations, either written, oral, express or implied, concerning the sale contemplated by this Agreement.

28. Headings. The Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

29. Modifications and Waiver. This Agreement may be amended only by an instrument in writing signed by both Seller and Buyer. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by both Seller and Buyer. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver.

30. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. Buyer may not assign this Agreement without the prior written consent of Seller.

31. Attorney's Fees; Court Costs. In any action or proceeding arising out of this Agreement, each party shall bear its own attorney's fees. The prevailing party shall be entitled to recover only court costs from the non-prevailing party incurred by such party in enforcing its rights hereunder. In the event of a legal dispute, the laws of the Texas shall prevail and venue shall be in El Paso County, Texas.

32. Survival. All representations and covenants herein shall survive after Closing.

33. Dates of Performance. If any date for performance of any obligation hereunder falls on a Saturday, Sunday or nationally established holiday, the time for performance of such obligation shall be extended until the next business day following such date.

34. Enforceability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof.

35. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date specified in Section 4.

SELLER:
THE CITY OF EL PASO, a municipal corporation

By: _____
Tomas Gonzalez, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Sylvia Borunda Firth
City Attorney

By: _____
Cary S. Westin, Director Economic
& International Development

BUYER:

MCA TECH PARK, INC., a Texas nonprofit corporation

MCA REVERE REALTY, INC., a Texas nonprofit corporation

By: _____
Emma W. Schwartz, President

By: _____
Emma W. Schwartz, President

Lone Star Title Company acknowledges receipt of this fully executed Purchase Agreement and the earnest money in the amount of \$1,000 in the form of check # _____ on _____, 2014, which is the Effective Date of this Purchase Agreement.

Lone Star Title Company

By: _____
John C. Martin, President

EXHIBITS:

- Exhibit A - Metes & Bounds and Survey of Parcel 2
- Exhibit B - Select TCEQ & EPA Environmental Documents
- Exhibit C - Form of Deed for Parcel 1
- Exhibit D - Form of Deed for Parcel 2

EXHIBIT A
[PARCEL 2 LEGAL DECSRIPTION]

Prepared for: Emma Schwartz
July 30, 2014

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion of Lot 1, Block 1, Colfax MCA Addition recorded in clerks file no. 20130040493, Real property records of El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

THE "TRUE POINT OF BEGINNING" being a point for the southeast corner of Lot 1A, Block 1, Colfax MCA Addition Replat A, from which a point for the southwest corner of Lot 1A, Block 1, Colfax MCA Addition Replat A, bears South 89°40'00" West a distance of 364.99 feet

Thence along the line of Lot 1, Block 1, Colfax MCA Addition, North 89°40'00" East a distance of 101.43 feet to a point;

Thence North 75°05'40" East a distance of 1.00' feet to a point;

Thence North 89°40'42" East a distance of 27.90 feet to a point;

Thence North 00°33'18" West a distance of 67.40 feet to a point on the common line of Lot 3, Block 20, Brentwood Heights and Lot 1, Block 1, Colfax MCA Addition;

Thence along said line North 89°43'02" East a distance of 71.14 feet to a point on the westerly right of way line of Euclid St.;

Thence along said right of way line, South 00°10'42" West a distance of 110.17 feet to a point;

Thence leaving said right of way line, South 88°55'36" West a distance of 73.84 feet to a point;

Thence, South 30°08'00" East a distance of 142.47 feet to a point;

Thence, South 00°00'00" East a distance of 409.70 feet to a point on the southerly line of Lot 1, Block 1, Colfax MCA Addition;

Thence along said line, North 84°07'00" West a distance of 818.37 feet to a point for the southwesterly corner of Lot 1, Block 1, Colfax MCA Addition;

Thence, North 00°33'00" West a distance of 393.97 feet to a point of curve;

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286

Thence 67.11 feet along the arc of a curve to the left which has a radius of 100.00 feet a central angle of 38°26'58" a chord which bears North 19°46'29" West a distance of 65.85 feet to a point of reverse curve;

Thence 34.03 feet along the arc of a curve to the right which has a radius of 50.00 feet a central angle of 38°59'58" a chord which bears North 19°29'59" West a distance of 33.38 feet to a point;

Thence, North 00°00'00" East a distance of 0.64 feet to a point;

Thence, North 89°40'00' East a distance of 653.14 feet to the **TRUE POINT OF BEGINNING** and containing 436,480 Sq. Ft. 10.020 acres of land more or less.

Note: Not a ground survey, description prepared from record information.

A drawing of even date accompanies this description.



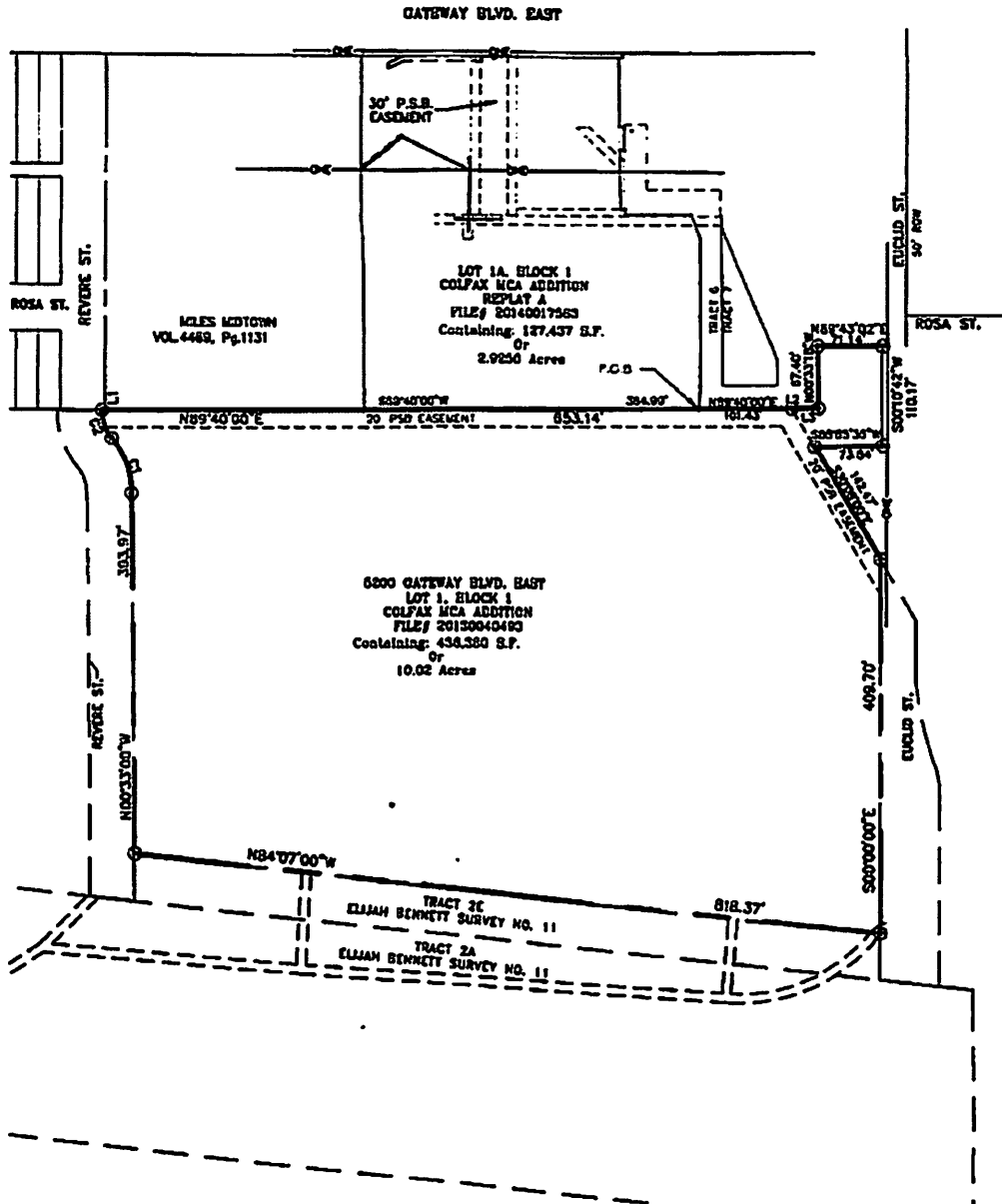
Ron R. Conde
R.P.L.S. No. 5152



job #714-55

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286

NOTE:
 1. BEARINGS BASED ON PLAT OF COLFAX MCA ADDITION RECORDED IN CLERKS FILE NO. 20130040493, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS
 2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.



LINE TABLE		
LINE	LENGTH	BEARING
L1	0.64	N89°40'00\"/>

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	100.00	67.11	34.97	63.95	N19°46'22\"/>	



JOB # 714-55 DATE: JULY 30, 2014 FIELD: N/A/ OFFICE: R.C.
 RECORDED IN FILE NO. 20130040493, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

BEING A PORTION OF LOT 1, BLOCK 1
 COLFAX MCA ADDITION
 CITY OF EL PASO, EL PASO COUNTY, TEXAS
 CONDE INC. CAD FILE: S:\CMCA\201407
 6080 SURETY SUITE 100
 EL PASO, TEXAS 79905

EXHIBIT B
[SELECT TCEQ & EPA ENVIRONMENTAL DOCUMENTS]

Date of Letter	Sender	Addressee	Reference
June 5, 1998	TNRCC, Rodney Concienne, Project Manager, Voluntary Cleanup Section, Remediation Division	Mr. Daniel Miles, Vice President, Miles El Paso, Inc.	Miles El Paso Investments, Ltd., Rosa Street-5000 Block, El Paso, TX; VCP No. 522, Final Certificate of Completion Dated June 3, 1998, VCP No. 522
December 3, 1998	TNRCC	Mr. Jim Whitman, Diversified Credit Properties	Diversified Credit Properties Site Revere and Euclid St.- El Paso, Texas, TNRCC Industrial Solid Waste Registration No. T1569, Request for Additional Information
January 25, 2000	TNRCC	Mr. Jim Whitman, Diversified Credit Properties	Diversified Credit Properties Site Revere and Euclid St.- El Paso, Texas Phase II Site Investigation - Approval with modifications, TNRCC Industrial Solid Waste Registration No. T1569
September 11, 2001	TNRCC	Mr. Jim Whitman, Diversified Credit Properties	Diversified Credit Properties Site Revere and Euclid St.- El Paso, Texas Subsurface Investigation TNRCC Industrial Solid Waste Registration No. T1569
August 12, 2002	TNRCC	Mr. Jim Whitman, Diversified Credit Properties	Comments to Corrective Measures Report, Dated July 18, 2002 Revere Street Site, El Paso, Texas Diversified Credit TNRCC Facility ID No. T-1569

Date of Letter	Sender	Addressee	Reference
March 20, 2003	TCEQ, Brad Wilkinson, Project Manager, Team I, Corrective Action Section, Remediation Division	Mr. Jim Whitman, Diversified Credit Properties	Approval of Corrective Measures Report-Risk Reduction Standard No. 2 500 Revere Street Site, El Paso, Texas, TCEQ Facility ID No. T1569
May 13, 2003	Dickinson, Wheelock & French, Janet Jabsen, Legal Assistant	Mr. Brad Wilkinson, Project Manager, Team I, Corrective Action Section, Remediation Division, TCEQ	Approval of Corrective Measures Report-Risk Reduction Standard No. 2 500 Revere Street Site, El Paso, Texas, TCEQ Facility ID No. T1569, Certificate of Remediation
May 20, 2003	TCEQ, Brad Wilkinson, Project Manager, Team I, Corrective Action Section, Remediation Division	Mr. Jim Whitman, Diversified Credit Properties	Remediation-Risk Reduction Standard No. 2 Acceptance of Deed Certification and Release From Post-closure Care Responsibilities for Property located at 500 Revere Street, El Paso, Texas, Facility ID No. T1569
January 6, 2012	TCEQ, Craig Watts, Project Manager, Superfund Section, Remediation Division	Ellen A. Smyth, Manager, Environmental Services & Code Enforcement, City of El Paso	Investigation Conducted at Revere Site, CERCLIS ID#TX0000981993, EPA-Re-Assessment Report Cover Page-August 2011, EPA-Superfund Site Strategy Recommendation-August 31, 2011

EXHIBIT C

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

SPECIAL WARRANTY DEED

Grantor: THE CITY OF EL PASO, A MUNICIPAL CORPORATION

Grantor's Mailing Address: City of El Paso, 300 N. Campbell, El Paso County, El Paso
Texas 79901

Grantee: MCA TECH PARK, INC., A TEXAS NONPROFIT
CORPORATION

Grantee's Mailing Address: 201 E. Main, Suite 1514, El Paso County, El Paso, Texas 79901

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration,
receipt of which is hereby acknowledged.

Property (including any improvements):

Lot 1A, Block 1, COLFAX MCA ADDITION REPLAT "A", an addition to the City of
El Paso, El Paso County, Texas, according to the plat thereof recorded in Clerk's File
No. 20140017563, Real Property Records of El Paso County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: See Exhibit A attached.

GRANT AND CONVEYANCE:

Grantor, for the Consideration and subject to the 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 way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Property to 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 Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, all right, title and interest, if any, of Grantor, as owner of the Property in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the

bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, and (iii) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges, and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed.

EXCEPT FOR WARRANTIES OF TITLE SET FORTH IN THIS DEED, BUYER EXPRESSLY AGREES THAT SELLER IS SELLING THE PROPERTY AND BUYER IS ACQUIRING THE PROPERTY IN ITS STRICT "AS IS, WHERE IS" CONDITION, AND "WITH ALL FAULTS". Seller disclaims any warranties as to fitness for any particular purpose, merchantability, design, quality, condition, operation or income, absence of defects, absence of hazardous or toxic substances, absence of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety and the environment.

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

GRANTOR:

THE CITY OF EL PASO, a Municipal Corporation

By: _____
Tomas Gonzalez, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Sylvia Borunda Firth
Senior Assistant City Attorney

By: _____
Cary S. Westin, Director Economic
& International Development

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ___ day of _____, 2014, by Tomas Gonzalez, City Manager of The City of El Paso, Texas, a municipal corporation, on behalf of said corporation.

Notary Public in and for the
STATE OF TEXAS

EXHIBIT D

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

SPECIAL WARRANTY DEED

Grantor: THE CITY OF EL PASO, A MUNICIPAL CORPORATION

Grantor's Mailing Address: City of El Paso, 300 N. Campbell, El Paso County, El Paso
Texas 79901

Grantee: MCA REVERE REALTY, INC., A NONPROFIT
CORPORATION

Grantee's Mailing Address: 201 E. Main, Suite 1514, El Paso County, El Paso, Texas 79901

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration,
receipt of which is hereby acknowledged.

Property (including any improvements):

A portion of Lot 1, Block 1, COLFAX MCA ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Clerk's File No. 20130040493, Real Property Records of El Paso County, Texas, said portion being more particularly described by metes and bounds and survey in Exhibit A attached.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: See Exhibit B attached.

GRANT AND CONVEYANCE:

Grantor, for the Consideration and subject to the 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 way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Property to 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 Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, all right, title and interest, if any, of Grantor, as owner of the Property in and to (i) strips

or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, and (iii) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges, and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed.

EXCEPT FOR WARRANTIES OF TITLE SET FORTH IN THIS DEED, BUYER EXPRESSLY AGREES THAT SELLER IS SELLING THE PROPERTY AND BUYER IS ACQUIRING THE PROPERTY IN ITS STRICT "AS IS, WHERE IS" CONDITION, AND "WITH ALL FAULTS". Seller disclaims any warranties as to fitness for any particular purpose, merchantability, design, quality, condition, operation or income, absence of defects, absence of hazardous or toxic substances, absence of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety and the environment.

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

GRANTOR:

THE CITY OF EL PASO, a Municipal Corporation

By: _____
Tomas Gonzalez, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Sylvia Borunda Firth
Senior Assistant City Attorney

By: _____
Cary S. Westin, Director Economic
& International Development

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ___ day of _____, 2014, by Tomas Gonzalez, City Manager of The City of El Paso, Texas, a municipal corporation, on behalf of said corporation.

Notary Public in and for the
STATE OF TEXAS