

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Compromise and Settlement Agreement in lieu of condemnation between the City of El Paso and River Oaks Properties, LTD is hereby approved, whereby the City accepts approximately 2,611 square feet, more or less, by special warranty deed, for the property described as a Portion of Tract 1 n/k/a Tract 1D, out of Section 39, Block 79, Township 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso, El Paso County, Texas, and that the City Attorney is authorized to sign all documents to complete this transaction.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF EL PASO:**

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

**ATTEST:**

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Karla M. Nieman  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Mathew S. McElroy, Director  
City Development Department

## **COMPROMISE AND SETTLEMENT AGREEMENT**

**THIS COMPROMISE AND SETTLEMENT AGREEMENT** (the "Agreement") is entered into this \_\_\_\_ day of December, 2014 ("Effective Date"), by and between the **CITY OF EL PASO**, hereinafter referred to as the "City", and **RIVER OAKS PROPERTIES, LTD.**, a Texas limited partnership, hereinafter referred to as "Owner", hereinafter referred to as "Parties."

**WHEREAS**, Pebble Hills Boulevard is designated as a Major Arterial on the 2025 Proposed Thoroughfare System,

**WHEREAS**, the Pebble Hills Boulevard extension project is part of the 2012-2013 Certificates of Obligation.

**WHEREAS**, the City needs to acquire property in order to complete the Pebble Hills extension project, which will connect Pebble Hills Boulevard to Zaragoza Road,

**WHEREAS**, Owner owns approximately 12 acres of land more particularly described in Exhibit "A" attached hereto ("Owner's Abutting Property"); and,

**WHEREAS**, the City wishes to acquire a portion of Owner's Abutting Property described as follows:

A Portion of Tract 1 n/k/a Tract 1D, out of Section 39, Block 79, Township 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso, El Paso County, Texas, which is approximately 0.0599 acres, being more particularly described in Exhibit "A" which is attached hereto and incorporated herein for all purposes;

hereinafter referred to as the "Property"; and,

**WHEREAS**, the City is a Texas Home Rule Municipal Corporation having the power of eminent domain, and has indicated its intent to acquire the Property through its eminent domain powers; and,

**WHEREAS**, the Parties have indicated a desire to avoid the expense and time involved in any eminent domain procedure by entering into this Compromise and Settlement Agreement, whereby the Owner will transfer the Property to the City in exchange for certain concessions from the City concerning the Property;

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

1. As full and final settlement of all claims in connection with the foregoing issue involving the Property, the City will provide Owner with the following:

- a. City's approval of the curb cut and median cut on Pebble Hills as set forth in Exhibit "B" attached hereto, including the City's installation of a guard rail reflected therein.
  - b. City's provision to Owner of a City Subdivision Determination Letter confirming that the conveyance of the Property shall not require a plat, replat or development plat of the Property or Owner's Abutting Property.
  - c. City's provision to Owner of a County Subdivision Determination Letter confirming that the sale of the Property shall not require a plat or replat of the Property or Owner's Abutting Property.
2. As full and final settlement of all claims, the Owner will, in connection with the foregoing issue involving the Property, provide City with the following:
    - a. A special warranty deed limiting the use of the Property for public roadway purposes only in the form attached hereto as Exhibit "C". Upon Owner's receipt of City's notice of compliance with the restriction in the deed to construct and dedicate the Property as public right-of-way, Owner agrees to acknowledge compliance with the restriction and agrees to release the reversionary clause on a form acceptable to both parties which may be filed by the City in the real estate records of El Paso, County, Texas.
    - b. The Deed shall be executed and delivered to the City within ten (10) business days from the Effective Date of this Agreement.
  3. Each party hereto represents and warrants to the other party to this Agreement that it has not assigned or in any manner whatsoever conveyed any claim or cause of action hereby released by it.

THIS RELEASE IS FREELY AND VOLUNTARILY GIVEN BY EACH OF THE PARTIES TO THIS COMPROMISE AND SETTLEMENT AGREEMENT, SEVERALLY, WITHOUT ANY DURESS OR COERCION, AND AFTER THE UNDERSIGNED, SEVERALLY, HAVE CONSULTED WITH COUNSEL, AND THE UNDERSIGNED, SEVERALLY, HAVE CAREFULLY AND COMPLETELY READ THE TERMS AND PROVISIONS OF THIS RELEASE.

4. Miscellaneous Provisions.

- a. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- b. Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.

- c. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein to the extent such change does not alter the intent of the Agreement.
- d. Prior Agreements Superseded. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement or promise not contained in this Agreement shall be valid or binding.
- e. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the Court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.
- f. No admissions. It is understood and agreed that this Agreement is the compromise of an existing dispute and is not intended to be construed as an admission of liability on the part of any party hereto.
- g. Acknowledgement. Each party hereto acknowledges that he has read and understands the effect of this Agreement, and executes this Agreement of his own free will and accord for the purposes and considerations set forth.
- h. Jointly Drafted; Construction. It is further understood and expressly agreed that this Agreement was drafted jointly by the attorneys for all parties, and it is expressly agreed that neither this Agreement nor any of the documents executed in connection herewith shall ever be construed against any party hereto on the basis of who drafted the documents.
- i. Other Obligations. Each party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate this transaction.
- j. 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:

Owner: River Oaks Properties, Ltd.,  
a Texas limited partnership  
Attn: Jim Payne  
106 Mesa Park Drive  
El Paso, Texas 79912

Copy: Gordon Davis Johnson & Shane P.C.  
Attn: Yolanda Giner  
4695 North Mesa Street, Ste. 100  
El Paso, Texas 79912

City: Tomás González  
City Manager  
City of El Paso  
P.O. Box 1890  
El Paso, Texas 79950-1890

Copy: City Attorney  
City of El Paso  
P.O. Box 1890  
El Paso, Texas 79950-1890

- k. 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.
- l. Time. Time is of the essence of this Agreement and each and every provision hereof.
- m. 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.
- n. Survival of Provisions. In case any one or more of the provisions contained in this Agreement 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.

- o. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- p. Compliance. In accordance with the requirements of Section 2B of the Texas Real Estate License Act, the City is hereby advised that it should be furnished with or obtain a policy of title insurance or have an abstract covering the Property examined by an attorney of its own selection.
- q. Exhibits and Schedules

Exhibit A: Property  
Exhibit B: Curb Cut and Median Cut Site Plan  
Exhibit C: Special Warranty Deed

**WITNESS THE FOLLOWING SIGNATURES AND SEAL:**

**OWNER:**

**RIVER OAKS PROPERTIES, LTD.  
a Texas limited partnership**

By: River Oaks Asset Management, Inc.  
Its: General Partner

By: \_\_\_\_\_  
Adam Z. Frank  
Its: President

(City's Signature Contained on Following Page)

**CITY OF EL PASO**, a Municipal Corporation

By: \_\_\_\_\_  
Sylvia Borunda Firth, City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Irene D. Ramirez, P.E., Interim City Engineer  
Engineering & Construction Management

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Karla M. Nieman  
Assistant City Attorney

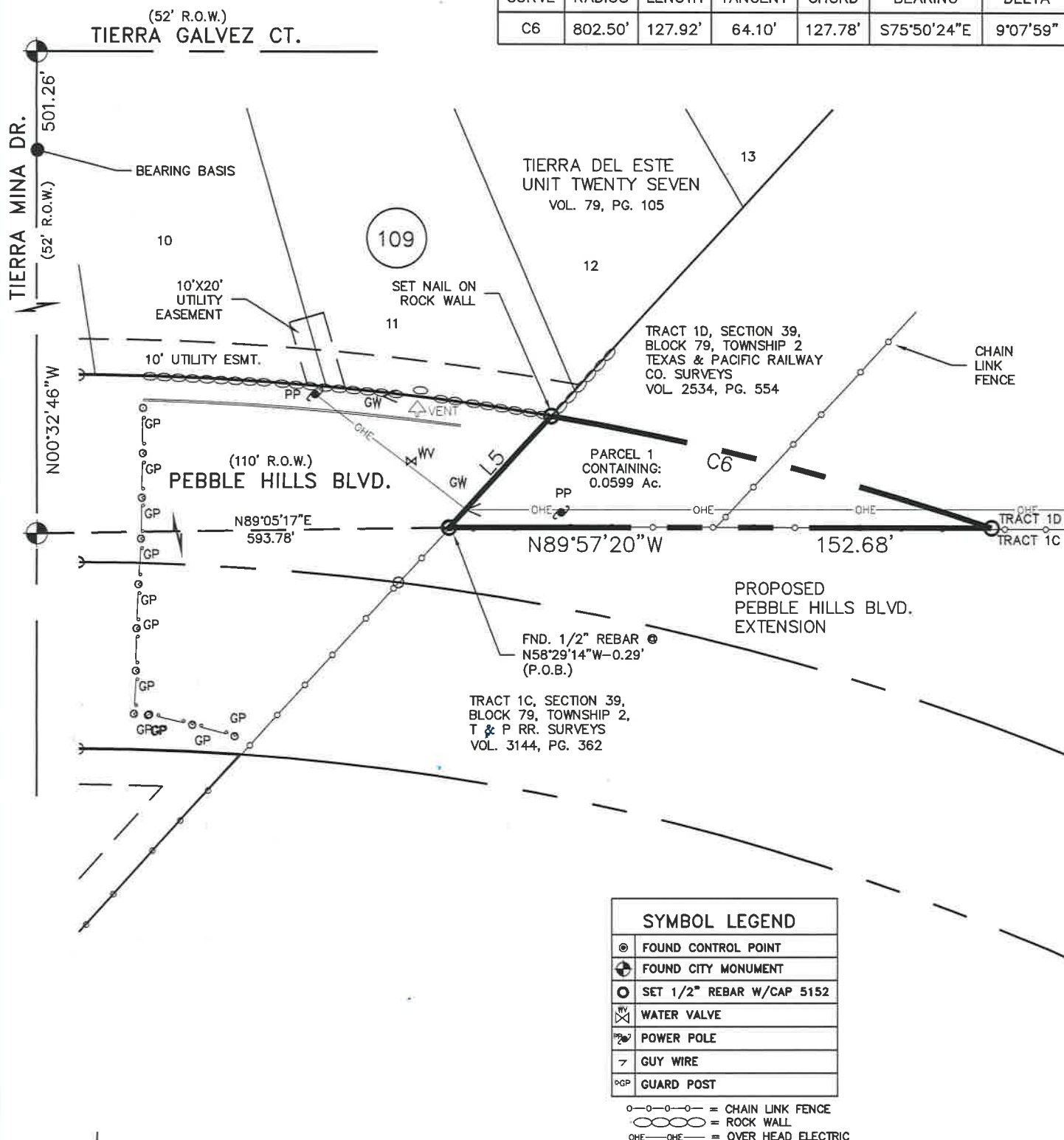
# EXHIBIT "A"

**NOTES:**

1. BEARINGS BASED AS PER PLAT OF TIERRA DEL ESTE UNIT TWENTY SEVEN AS RECORDED IN VOLUME 79, PAGE 105, 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
L5	42.58	N42°31'32"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C6	802.50'	127.92'	64.10'	127.78'	S75°50'24"E	9°07'59"

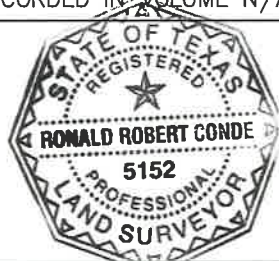


**CERTIFICATION**

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN. ONLY PLATTED EASEMENTS ARE SHOWN.

*Ronald R. Conde*  
 \_\_\_\_\_  
 RON R. CONDE R.P.L.S #5152

JOB # 113-18	DATE: FEBRUARY 11, 2013	FIELD: M.C.	OFFICE: F.R.
LOCATED IN ZONE X	PANEL # 480212-0175B	DATED SEPT. 04, 1991	
RECORDED IN VOLUME N/A, PAGE N/A, REAL PROPERTY RECORDS, PASO COUNTY, TEXAS			



BEING A PORTION OF TRACT 1D, SECTION 39, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONDE INC.  
 6080 SURETY SUITE 100  
 EL PASO, TEXAS 79905

CADD FILE: S:\E\TDE E\213

SCALE: 1" = 40'



# EXHIBIT "A"

Prepared For: The City of El Paso  
February 11, 2013  
(PARCEL 1)

## METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1D, Section 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument at the centerline intersection of Pebble Hills Blvd. and Tierra Mina Dr. from which an existing brass disk city monument at the centerline intersection of Tierra Mina Dr. and Tierra Galvez Ct. bears North  $00^{\circ}32'46''$  West a distance of 501.26 feet; Thence, North  $89^{\circ}05'17''$  East a distance of 593.78 feet to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152 on easterly line of Tierra Del Este Unit Twenty Seven for The "TRUE POINT OF BEGINNING";

Thence continuing along the easterly line of Tierra Del Este Unit Twenty Seven, North  $42^{\circ}31'32''$  East a distance of 42.58 feet to a set nail on rock wall;

Thence leaving said line, 127.92 feet along the arc of a curve to the right which has a radius of 802.50 feet a central angle of  $09^{\circ}07'59''$  a chord which bears South  $75^{\circ}50'24''$  East a distance of 127.78 feet to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152 on the common line of Tract 1C and 1D, Section 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line, South  $89^{\circ}57'20''$  West a distance of 152.68 feet to "TRUE POINT OF BEGINNING" and containing 2,611 Square Feet or 0.0599 acres of land more or less.

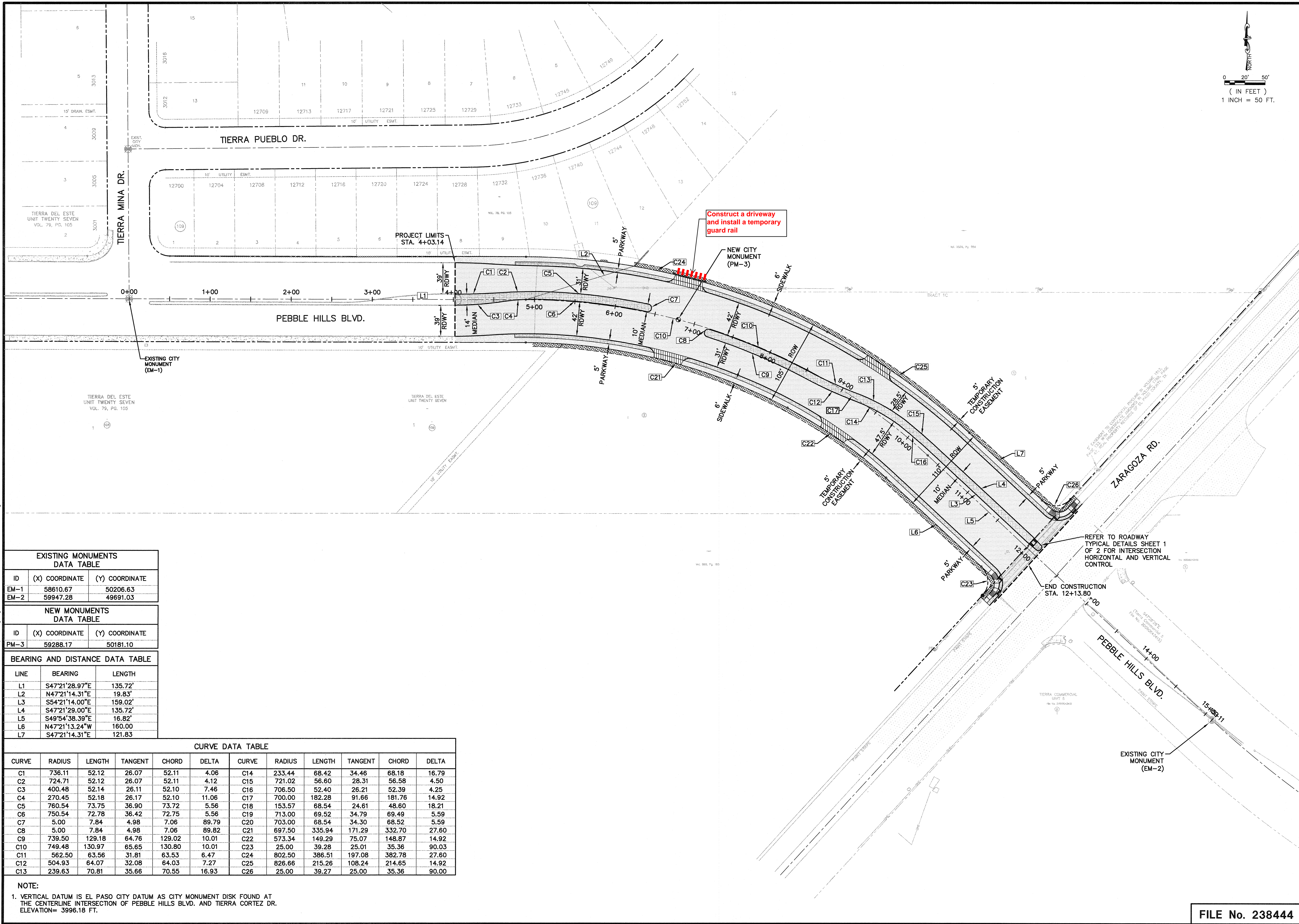
Note: Bearings based on centerline monuments on Pebble Hills Blvd. and Tierra Mina Dr. per Plat of Tierra Del Este Unit Twenty Seven recorded in Volume 79, Page 105, Plat records of El Paso County, Texas.



Ron R. Conde R.P.L.S. No. 5152  
Job no: 113-18







EXISTING MONUMENTS DATA TABLE

ID	(X) COORDINATE	(Y) COORDINATE
EM-1	58610.67	50206.63
EM-2	59947.28	49691.03

NEW MONUMENTS DATA TABLE

ID	(X) COORDINATE	(Y) COORDINATE
PM-3	59288.17	50181.10

BEARING AND DISTANCE DATA TABLE

LINE	BEARING	LENGTH
L1	S47°21'28.97"E	135.72'
L2	N47°21'14.31"E	19.83'
L3	S54°21'14.00"E	159.02'
L4	S47°21'29.00"E	135.72'
L5	S49°54'38.39"E	16.82'
L6	N47°21'13.24"W	160.00'
L7	S47°21'14.31"E	121.83'

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA	CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C1	736.11	52.12	26.07	52.11	4.06	C14	233.44	68.42	34.46	68.18	16.79
C2	724.71	52.12	26.07	52.11	4.12	C15	721.02	56.60	28.31	56.58	4.50
C3	400.48	52.14	26.11	52.10	7.46	C16	706.50	52.40	26.21	52.39	4.25
C4	270.45	52.18	26.17	52.10	11.06	C17	700.00	182.28	91.66	181.76	14.92
C5	760.54	73.75	36.90	73.72	5.56	C18	153.57	68.54	24.61	48.60	18.21
C6	750.54	72.78	36.42	72.75	5.56	C19	713.00	69.52	34.79	69.49	5.59
C7	5.00	7.84	4.98	7.06	89.79	C20	703.00	68.54	34.30	68.52	5.59
C8	5.00	7.84	4.98	7.06	89.82	C21	697.50	335.94	171.29	332.70	27.60
C9	739.50	129.18	64.76	129.02	10.01	C22	573.34	149.29	75.07	148.87	14.92
C10	749.48	130.97	65.65	130.80	10.01	C23	25.00	39.28	25.01	35.36	90.03
C11	562.50	63.56	31.81	63.53	6.47	C24	802.50	386.51	197.08	382.78	27.60
C12	504.93	64.07	32.08	64.03	7.27	C25	826.66	215.26	108.24	214.65	14.92
C13	239.63	70.81	35.66	70.55	16.93	C26	25.00	39.27	25.00	35.36	90.00

NOTE:

1. VERTICAL DATUM IS EL PASO CITY DATUM AS CITY MONUMENT DISK FOUND AT THE CENTERLINE INTERSECTION OF PEBBLE HILLS BLVD. AND TIERRA CORTEZ DR. ELEVATION= 3996.18 FT.

<p>NO. DATE REVISION REMARKS BY</p>	<p>ENGINEER'S SEAL</p> <p>THESE PLANS WERE RELEASED UNDER THE AUTHORITY OF MARCOS MEDINA, P.E. #9830 TO BE ISSUED AS A DOCUMENT TO THE CITY OF EL PASO FOR REVIEW. IT IS NOT TO BE USED FOR CONSTRUCTION OR FINAL PERMIT ISSUANCE.</p>	<p>ENGINEER'S NOTE</p> <p>*THE SEAL APPEARING ON THIS DOCUMENT IS TO BE USED BY MARCOS MEDINA, P.E. No. 9830 ON JUNE 18, 2014. ANY REVISIONS TO THIS DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN UNLAWFUL VIOLATION OF THE ENGINEERING PRACTICE ACT.</p>	<p>SCALE</p> <p>Horiz. 1"=50'</p> <p>Vert. N/A</p> <p>Date JUNE 2014</p> <p>Design by G.G.</p> <p>Drawn by A.A.</p> <p>Chkd. by M.M.</p> <p>Appd. by R.M.</p> <p>JOB No. 13-112</p>	<p style="text-align: center;">P E B B L E H I L L S B O U L E V A R D S T R E E T &amp; D R A I N A G E I M P R O V E M E N T S</p>	<p style="text-align: center;"><b>ENGINEERING</b> and Construction Management</p> <p>City of El Paso 218 N. CAMPBELL ST. PH. (915) 541-4200</p>
<p>SHEET TITLE</p> <p>HORIZONTAL CONTROL PLAN</p>		<p>SHEET</p> <p style="font-size: 2em; font-weight: bold;">C4</p>		<p>FILE No. 238444</p> <p style="text-align: right;">1 OF 1</p>	



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

**SPECIAL WARRANTY DEED**

Effective Date: \_\_\_\_\_, 2014

Grantor: RIVER OAKS PROPERTIES, LTD.

Grantor's Mailing Address: 106 Mesa Park Drive, El Paso, Texas 79912

Grantee: THE CITY OF EL PASO, A MUNICIPAL CORPORATION

Grantee's Mailing Address: City of El Paso, #P.O. Box 1890, El Paso, Texas 79950-1890

Consideration: TEN and 00/100 DOLLARS (\$10.00), and other valuable consideration, receipt of which is hereby acknowledged.

Property (including any improvements):

A Portion of Tract 1 n/k/a Tract 1D, out of Section 39, Block 79, Township 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso, El Paso County, Texas, which is approximately 0.0599 acres, being more particularly described in Exhibit "A" which is attached hereto and incorporated herein for all purposes

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

See the Exhibit "B" attached hereto and made a part hereof for all purposes.

GRANTEE IS PURCHASING THE PROPERTY, AND THE PROPERTY SHALL BE CONVEYED AND TRANSFERRED TO GRANTEE, "AS IS AND WITH ALL FAULTS", SUBJECT ONLY TO THE SPECIFIC WARRANTIES EXPRESSLY SET FORTH IN THE CONTRACT, IF ANY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE AGREES THAT GRANTOR HAS NOT, DOES NOT, AND WILL NOT, WITH RESPECT TO THE PROPERTY, MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, OTHER THAN THE WARRANTY OF TITLE IN GRANTOR'S DEED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE, PROFITABILITY, OR MARKETABILITY. MOREOVER, GRANTEE AGREES THAT GRANTOR HAS NOT, DOES NOT, AND WILL NOT, WITH RESPECT TO THE PROPERTY, MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, HEALTH AND SAFETY, POLLUTION, LAND USE (INCLUDING, WITHOUT LIMITATION, WHETHER ANY PLAT OR REPLAT FOR THIS

PROPERTY WILL BE REQUIRED), OR OTHER LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING WITHOUT LIMITATION THOSE PERTAINING TO THE HANDLING, GENERATING, TRADING, STORING OR DISPOSING OF ANY HAZARDOUS OR REGULATED WASTE OR SUBSTANCE, WITHOUT LIMITATION ON THE FOREGOING, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR OTHER INFORMATION SUPPLIED TO GRANTEE. WITHOUT LIMITATION ON THE FOREGOING, GRANTEE ACKNOWLEDGES ANY SITE PLANS PREVIOUSLY SHOWN TO GRANTEE WHICH SHOW A PROPOSED DEVELOPMENT ARE ILLUSTRATIVE ONLY AND GRANTEE AGREES THAT GRANTOR HAS NO OBLIGATION TO DEVELOP ANY PORTION OF ITS PROPERTY IN ANY PARTICULAR MANNER OR AT ALL.

**RESTRICTIONS TO CONVEYANCE AND WARRANTY:**

Fee Simple Determinable Condition: Grantee shall complete the construction of the roadway improvements and shall officially dedicate and use the Property as a public right of way no later than December 1, 2016 or the Property shall revert to Grantor.

The Use Restriction will run with the land and be binding upon the successors and assigns of Grantee and will benefit Grantor its successors and assigns.

**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 wise belonging, to have and hold it to Grantee, Grantee's successors and assigns for as long as the Fee Simple Determinable Condition is satisfied, and if the Fee Simple Determinable Condition is not satisfied, the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being Grantor's intent to convey a fee simple determinable estate to Grantee, and Grantor binds itself and its successors and assigns to warrant and to defend all and singular the Property to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise, as long as the Fee Simple Determinable Condition is satisfied and subject to the Reservations From and Exceptions to Conveyance and Warranty.

When the context of this instrument requires, singular nouns and pronouns will include the plural.

**[SIGNATURES TO FOLLOW]**

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR:

RIVER OAKS PROPERTIES, LTD.,  
a Texas limited partnership

By: River Oaks Asset Management, Inc.  
Its: General Partner

By: \_\_\_\_\_  
Adam Z. Frank, President

STATE OF TEXAS            §  
  §  
COUNTY OF EL PASO    §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014,  
by Adam Z. Frank, President of River Oaks Asset Management, Inc., a Texas corporation, which  
is the General Partner of River Oaks Properties, Ltd., a Texas limited partnership, on behalf of  
said limited partnership.

(SEAL)

\_\_\_\_\_  
Notary Public in and for State of Texas

\_\_\_\_\_  
Print name of notary

My Commission Expires:\_\_\_\_\_

**GRANTEE:**

**CITY OF EL PASO**, a Municipal  
Corporation

By: \_\_\_\_\_  
Sylvia Borunda Firth, City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Irene D. Ramirez, P.E., Interim City Engineer  
Engineering & Construction Management

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Karla M. Nieman  
Assistant City Attorney

## EXHIBIT "A"

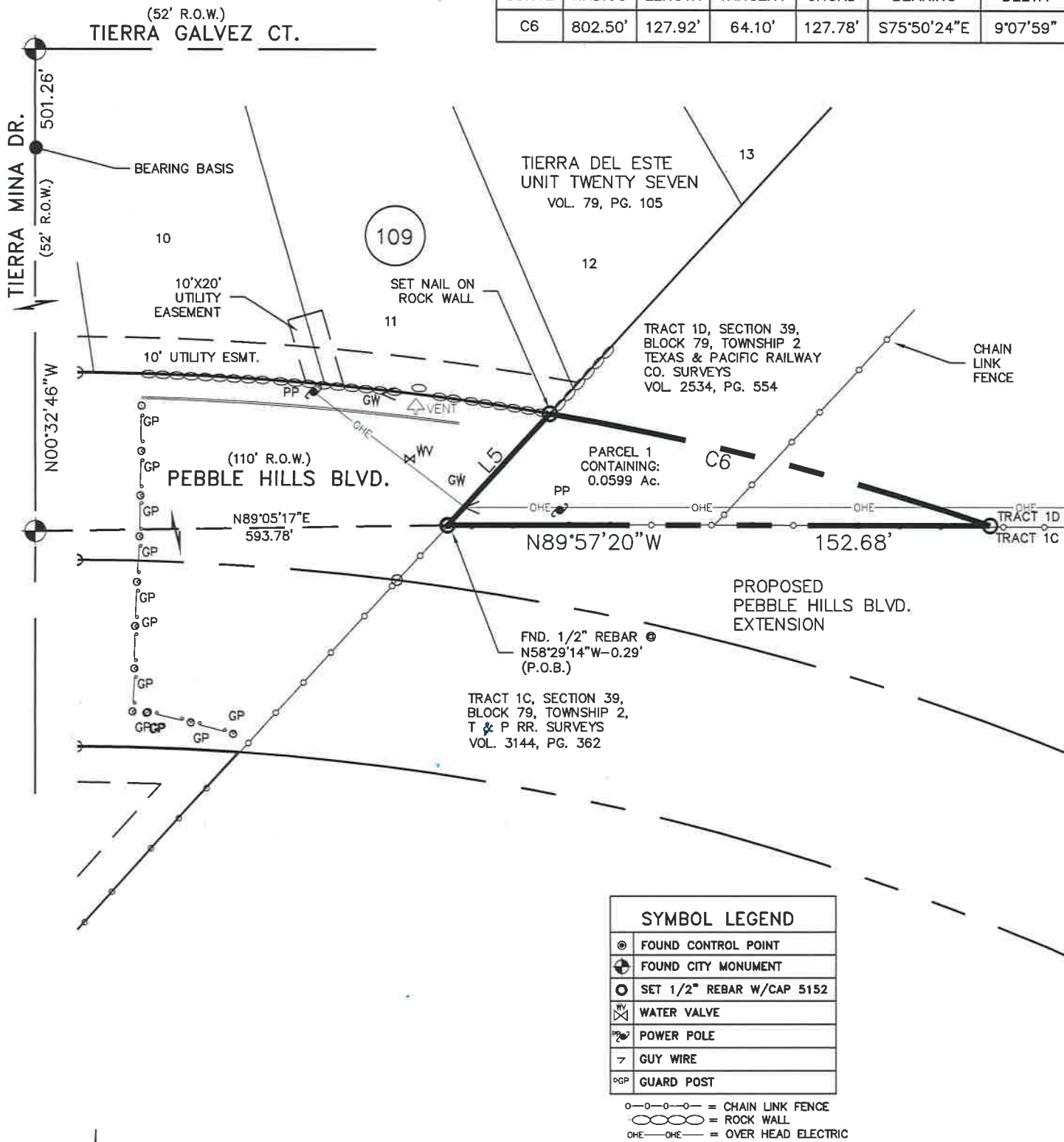
# EXHIBIT "A"

**NOTES:**

1. BEARINGS BASED AS PER PLAT OF TIERRA DEL ESTE UNIT TWENTY SEVEN AS RECORDED IN VOLUME 79, PAGE 105, 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
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CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
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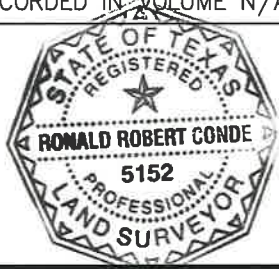


SYMBOL LEGEND	
⊙	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊗	WATER VALVE
⊚	POWER POLE
⌢	GUY WIRE
⊙P	GUARD POST
○-○-○-○	CHAIN LINK FENCE
○-○-○-○	ROCK WALL
OHE-OHE	OVER HEAD ELECTRIC

**CERTIFICATION**  
 I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN. ONLY PLATTED EASEMENTS ARE SHOWN.

*Ronald R. Conde*  
 \_\_\_\_\_  
 RON R. CONDE R.P.L.S #5152

JOB # 113-18	DATE: FEBRUARY 11, 2013	FIELD: M.C.	OFFICE: F.R.
LOCATED IN ZONE X	PANEL # 480212-0175B	DATED SEPT. 04, 1991	
RECORDED IN VOLUME N/A, PAGE N/A, REAL PROPERTY RECORDS, PASO COUNTY, TEXAS			



BEING A PORTION OF TRACT 1D, SECTION 39, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONDE INC.  
 6080 SURETY SUITE 100  
 EL PASO, TEXAS 79905

CADD FILE: S:\E\TDE E\213

SCALE: 1" = 40'



# EXHIBIT "A"

Prepared For: The City of El Paso  
February 11, 2013  
(PARCEL 1)

## METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1D, Section 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument at the centerline intersection of Pebble Hills Blvd. and Tierra Mina Dr. from which an existing brass disk city monument at the centerline intersection of Tierra Mina Dr. and Tierra Galvez Ct. bears North  $00^{\circ}32'46''$  West a distance of 501.26 feet; Thence, North  $89^{\circ}05'17''$  East a distance of 593.78 feet to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152 on easterly line of Tierra Del Este Unit Twenty Seven for The "TRUE POINT OF BEGINNING";

Thence continuing along the easterly line of Tierra Del Este Unit Twenty Seven, North  $42^{\circ}31'32''$  East a distance of 42.58 feet to a set nail on rock wall;

Thence leaving said line, 127.92 feet along the arc of a curve to the right which has a radius of 802.50 feet a central angle of  $09^{\circ}07'59''$  a chord which bears South  $75^{\circ}50'24''$  East a distance of 127.78 feet to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152 on the common line of Tract 1C and 1D, Section 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line, South  $89^{\circ}57'20''$  West a distance of 152.68 feet to "TRUE POINT OF BEGINNING" and containing 2,611 Square Feet or 0.0599 acres of land more or less.

Note: Bearings based on centerline monuments on Pebble Hills Blvd. and Tierra Mina Dr. per Plat of Tierra Del Este Unit Twenty Seven recorded in Volume 79, Page 105, Plat records of El Paso County, Texas.



Ron R. Conde R.P.L.S. No. 5152  
Job no: 113-18



## **EXHIBIT "B"**

to Special Warranty Deed

### **Reservations From and Exceptions to Conveyance and Warranty**

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements;
2. Standby fees, taxes and assessments by any taxing authority for the year 2014 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, the payment of which Grantee hereby assumes;
3. Rights of parties in possession;
4. Affidavit of the Tiqua Indian Claims recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas; and
5. Any and all restrictions, reservations, covenants, conditions, easements, and other matters, if any, relating to the Property, but only to the extent they still are in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they still are in effect, relating to the hereinabove described Property.