

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE CONTRACT OF SALE BETWEEN THE CITY OF EL PASO AND WITH NOTES LIVE INC, A COLORADO CORPORATION, AMENDING THE ACREAGE OF THE PROPERTY LOCATED AT THE NORTHEAST CORNER OF COHEN AVENUE AND U.S. HIGHWAY 54, EL PASO, TX 79924, LEGALLY DESCRIBED AS A PORTION OF BLOCK 7, CASTNER RANGE SUBDIVISION NO. 1, CITY OF EL PASO, EL PASO COUNTY, TEXAS; AND CLARIFYING PROVISIONS PERTAINING TO THE PARKING AGREEMENT, TITLE, AND CLOSING.

WHEREAS, the City of El Paso (“**City**”) is a municipal corporation organized and existing under the laws of the State of Texas and is the owner of approximately 20 acres of real property situated in Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas (the “**Property**”); and

WHEREAS, the City entered into a Chapter 380 Economic Development Program Agreement (the “**380 Agreement**”) with Notes Live Inc., a Colorado Corporation (“**Company**”) on the 4th day of June, 2024 in order to facilitate the construction of a 12,500-seat outdoor live entertainment venue, which will revitalize the Cohen Entertainment District, create a new tourism opportunity both regionally and internationally, and provide direct and indirect benefits to the El Paso community, and;

WHEREAS, Section 253.0125 of the Texas Local Government Code (the “**Code**”) authorizes a municipality that has entered into an economic development agreement with an entity, as authorized by Chapter 380 of the Code, to transfer to that entity real property or interest in real property for consideration; and

WHEREAS, the Contract of Sale and related Chapter 380 Agreement between the City and Company provide provisions under which the City is granted sufficient control to ensure that the public purpose relating to economic development is accomplished as a result of the conveyance; and

WHEREAS, the City entered into a Contract of Sale on the 2nd day of July, through Ordinance No. 019648, most recently amended to extend the Inspection Period through March 31, 2025; and

WHEREAS, both parties wish to amend the Contract of Sale to modify the acreage and description of the property which is the subject of the Contract of Sale, and to clarify provisions pertaining to the Parking Agreement, Title, and Closing.

NOW 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, a Sixth Amendment to the Contract of Sale modifying the acreage and description of the property which is the subject of the Contract of Sale, and clarifying provisions pertaining to the Parking Agreement, Title, and Closing.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

PASSED AND ADOPTED on this the _____ day of _____, 2025.

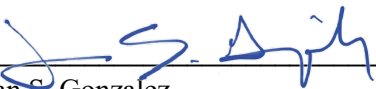
THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragaglia, Director
Economic & International Development

[DRAFT]

SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Sixth Amendment to Purchase and Sale Agreement (“Sixth Amendment”) made and entered into as of the ____ day of March, 2025 (the “Amendment Date”), by and between THE CITY OF EL PASO, a Texas home rule municipal corporation (“Seller”), VENU HOLDING CORPORATION, successor-by-name-change to NOTES LIVE, INC., a Colorado corporation (“Purchaser”).

RECITALS:

A. Seller and Purchaser executed that certain Purchase and Sale Agreement, dated July 2, 2024 (as last amended by that certain Fifth Amendment to Purchase and Sale Agreement dated February 28, 2025, the “Agreement”), pursuant to which Seller agreed to sell and Purchaser agreed to purchase certain real property as defined therein, the same being approximately 17 acres located in El Paso County, El Paso, Texas; and

B. Seller and Purchaser desire to amend the Agreement as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Sixth Amendment and for other good and valuable consideration, which the parties acknowledge receiving, Seller and Purchaser hereby agree as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2. **Property.** The legal description of the Property set forth as Exhibit A to the Agreement is hereby deleted in its entirety, and the legal description set forth on Exhibit A attached hereto and by reference made a part hereof is hereby substituted in lieu thereof.

3. **Parking Agreement.** The Agreement is hereby amended to provide that the Lease contemplated in the first section of the Agreement shall not be executed at Closing or approved as to form prior to expiration of the Inspection Period. The parties agree that, in lieu of the Lease, the parties shall execute and deliver at Closing the Parking Agreement attached hereto as Exhibit B and by reference made a part hereof (the “Parking Agreement”). The parking rights contemplated under the Agreement shall be granted and conveyed to Purchaser following Closing in accordance with the terms of the Parking Agreement.

4. **Title.** Section 4 of the Agreement is hereby amended as follows:

(a) The parties acknowledge that Purchaser delivered to Seller its written statement of objections to title on August 20, 2024 (the “Title Objection Letter”).

(b) Seller covenants and agrees that, in accordance with communications and agreements between the parties subsequent to the Title Objection Letter, Seller shall cause all objections set forth in the Title Objection Letter to be satisfied at Closing, excluding

only Purchaser's objection number 7 (title commitment exception # 10.i – Antiquities Code) and objection number 10 (title commitment exception # 10.m – Deed from United States of America et seq.).

(c) The parties acknowledge and agree that Purchaser shall have the opportunity to re-examine title prior to Closing to identify any new matters of title and survey, including any matters relating to the new Property description, and that Purchaser shall have the right to object to same pursuant to the process set forth in Section 4 to the same extent as if said objections were included in the original Title Objection Letter.

5. **Inspection Period.** Section 6 of the Agreement is hereby amended to extend the Inspection Period through and including April 15, 2025.

6. **Miscellaneous.** Except as expressly amended by this Sixth Amendment, all terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and the terms of this Sixth Amendment, the terms of this Sixth Amendment shall control. The Agreement, as hereby amended, contains all of the terms agreed upon between Seller and Purchaser with respect to the subject matter hereof, and all prior agreements, understandings, representations and statements, oral or written, between Seller and Purchaser are merged into said Agreement. This Sixth Amendment may be executed in multiple counterparts, each of which will be deemed an original, but together will constitute one instrument. Electronically transmitted signatures (via facsimile, pdf file, or otherwise) shall be deemed as valid as original signatures.

[Signatures on following page]

Executed and effective as of the Amendment Date.

SELLER:

THE CITY OF EL PASO,
a Texas home rule municipal corporation

By: _____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla, Director
Economic & International Development

PURCHASER:

VENU HOLDING CORPORATION,
successor-by-name-change to Notes Live, Inc.
a Colorado corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Description of Property

DRAFT

EXHIBIT B

Parking Agreement

PARKING AGREEMENT

This Parking Agreement ("Agreement") is made effective as of this _____ day of _____, 2025 (the "Effective Date") by and between VENU HOLDING CORPORATION, successor-by-name-change to Notes Live, Inc., a Colorado corporation (together with its successors and assigns ("Venu"), and the CITY OF EL PASO, TEXAS, a Texas home rule municipal corporation ("El Paso");

WHEREAS, Venu and El Paso have entered into that certain Chapter 380 Economic Development Program Agreement dated July 2, 2024 (as last amended, the "380 Agreement"), pursuant to which Venu will construct, own and operate a certain amphitheater and entertainment venue located in El Paso, Texas, the same being more particularly defined therein (the "Development");

WHEREAS, in accordance with the terms of the 380 Agreement, concurrently herewith Venu has acquired the Real Property (as defined in the 380 Agreement) pursuant to the terms of that certain Purchase and Sale Agreement dated July 2, 2024 between the parties (as last amended, the "PSA");

WHEREAS, pursuant to the terms of the 380 Agreement and the PSA, El Paso is obligated to provide certain offsite parking facilities, located within a one-mile radius of the Real Property, sufficient to accommodate not fewer than 3,600 vehicles for exclusive use by Venu in connection with events to be conducted at the Development (the "Parking Facilities");

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the 380 Agreement, Venu and El Paso hereby agree as follows:

1. **Conveyance of Parking Facilities.** El Paso covenants and agrees that it shall convey and transfer the Parking Facilities to Venu, its successors and assigns no later than December 1, 2025 pursuant to a lease in form and substance acceptable to Venu in its reasonable discretion (the "Parking Lease"). The Parking Lease and the rights granted thereunder shall be first in priority and not be subject to any prior encumbrances except as may be approved in writing by Venu. El Paso and Venu shall execute and record in the local land records concurrently with execution of the Parking Lease a memorandum of lease setting forth the nature and scope of the real estate rights granted thereunder. The Parking Lease shall include the following terms and conditions:

A. The Parking Lease shall be exclusive to Venu and its invitees, except that it

shall permit third parties to use the Parking Facilities when not in use by Venu, as determined in writing by Venu in its sole and absolute discretion.

- B. The Parking Lease shall provide that: (i) Venu will schedule and pay for security and parking attendants at the Parking Facilities during its periods of exclusive use; (ii) said security will be provided during the entire event from the start of parking until all vehicles are vacated from the parking lot, including any vehicles that need to be towed; and (iii) Venu will provide a single onsite point of contact to resolve issues that arise prior to, during, and/or after the event.
- C. The Parking Lease shall provide that Venu, at its expense, shall provide a facilities team to clean parking lot after each usage and before daylight the next morning, including:
- (i) Venu will ensure that all parking lots are properly cleaned and maintained after each concert and event.
 - (ii) No portable bathroom facilities or food, beverage, or other product vendors will be allowed on or about the Parking Facilities except upon the expressed consent of Venu, which consent may be granted or withheld in Venu's sole discretion.
 - (iii) Any parked vehicles that remain in the parking lot past 12:00 AM on the night of an event must be towed prior to daylight. Venu staff are required to facilitate the towing, communicate with impacted patrons, and encumber related costs.
- D. The Parking Lease shall provide that Venu shall keep and maintain at all times following execution and delivery of the Parking Lease insurance coverage for its use of the Parking Facilities consistent with the following terms:
- (i) Commercial general liability must include premises and operations, products and completed operations, liability, personal and advertising injury liability, and broad form property damage.

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Limit	
Fire Damage Limit	\$50,000
Medical Expense Limit	\$5,000
 - (ii) Professional Liability (Errors and Omissions) \$1,000,000

(iii) Workers' Compensation / Employers' Liability

Per Occurrence Limit	\$100,000
Disease Policy Limit	\$500,000
Disease Each Employee	\$100,000

(iv) Upon execution of this Agreement and prior to the first event, an original certificate must be provided naming El Paso as an additional insured under the General Liability; as well as a copy of the endorsement to the policy with respect to that particular project.

E. The Parking Lease shall provide that, except as expressly set forth above, all costs and expenses of management, repair and maintenance of the Parking Facilities shall be and remain the responsibility of El Paso.

2. **Identification of Parking Facilities.** Prior to execution and delivery of the Parking Lease, El Paso, at its expense, shall cause the Parking Facilities to be obligated, via contract, to provide El Paso with the necessary control to adhere to the terms of this Agreement. Parking Facilities which will be incorporated in the Parking Lease shall be in compliance with all applicable laws, rules and regulations. All Parking Facilities shall be paved and shall be situated and constructed to allow Venu to limit and control access and use thereof.
3. **Parking Entitlement.** El Paso and Venu agree that execution of the Parking Lease shall be deemed an "Entitlement", as such term is defined in the 380 Agreement, and that the 380 Agreement shall be interpreted and enforced accordingly. Notwithstanding anything herein or in the 380 Agreement to the contrary, in no event shall the 36-month construction period set forth in Section 3.A.(4) begin, or be deemed to begin, unless and until the Parking Lease is executed and delivered in accordance with the foregoing terms.
4. **Assignment.** The parties agree and acknowledge that Venu will own, develop and manage the Development by and through subsidiaries, contractors and affiliate entities. This Agreement and the rights granted to Venu hereunder shall be freely assignable, in whole or in part, without the consent of El Paso to any entity or entities owned or controlled by Venu (or under common control with Venu) and to any party with whom Venu has entered into a contract for the management or operation of the Development. For purposes of this Agreement, any reference to Venu shall include its successors and assigns as to all or any portion of this Agreement. Notwithstanding the foregoing, no such assignment shall relieve Venu from any obligation arising hereunder or under the 380 Agreement.
5. **Amendment.** This Agreement may be modified or amended only by a written instrument executed by both parties.
6. **Governing Law.** This Agreement shall be construed in accordance with the law of the State of Texas.

IN WITNESS WHEREOF, the undersigned have set their hands under seal as of the day and year first above written.

City of El Paso, Texas

Venu Holding Corporation

By: _____

Dionne Mack
City Manager

By: _____

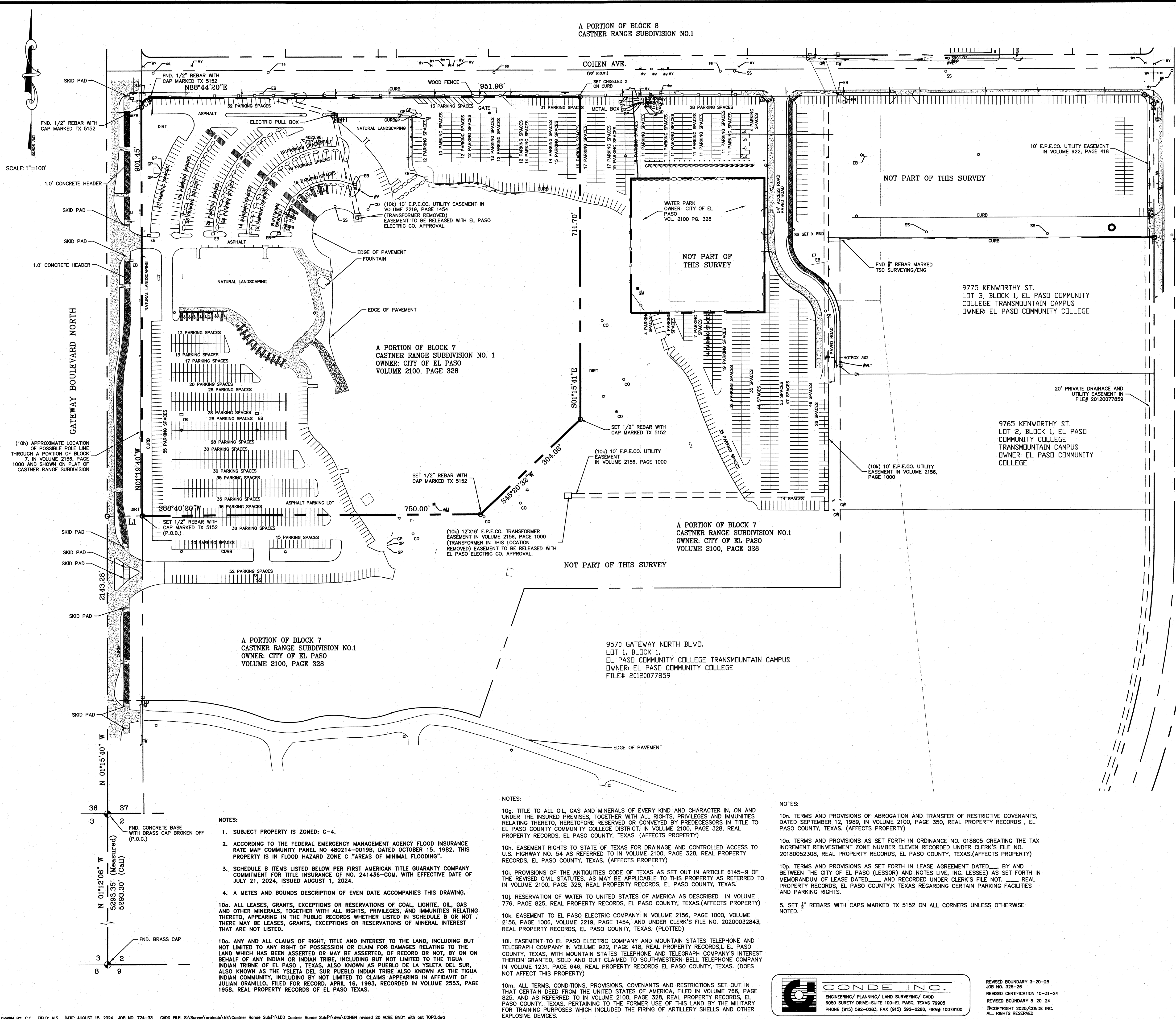
Name: _____

Title: _____

DRAFT

LAND TITLE SURVEY

A PORTION OF BLOCK 7, CASTNER RANGE SUBDIVISION NO. 1, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF ON FILE IN VOLUME 45, PAGE 30, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. CONTAINING: 871,494 SQUARE FEET OR 20.00 ACRES MORE OR LESS.



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00	34.44	20.02	28.30	N43°32'20"E	80°04'30"

LINE TABLE	
L1	77.72 N88°44'20"E

SYMBOL LEGEND	
⊙	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
⊙	SET 1/2" REBAR W/CAP 5152
⊗	CALCULATED POINT (NOT SET)
SS	SANITARY SEWER
EW	ELECTRIC PULL BOX
PP	POWER POLE
GW	GUY WIRE
TCB	TRAFFIC CONTROL BOX
TS	TRAFFIC SIGN
EM	ELECTRIC METER
GP	GUARD POST
LP	LIGHT POST
WM	WATER METER
COV	CLEAN OUT VALVE
WCA	WHEEL CHAIR ACCESSIBLE
TR	TRANSFORMER
GL	GAS LINE

WOOD FENCE = ————
 CHAIN LINK FENCE = ————
 ROCK WALL = ————

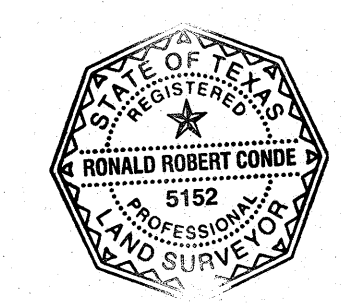
- NOTES:
- SUBJECT PROPERTY IS ZONED: C-4.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO 480214-0019B, DATED OCTOBER 15, 1982, THIS PROPERTY IS IN FLOOD HAZARD ZONE C "AREAS OF MINIMAL FLOODING".
 - SCHEDULE B ITEMS LISTED BELOW PER FIRST AMERICAN TITLE GUARANTY COMPANY COMMITMENT FOR TITLE INSURANCE OF NO. 241436-COM, WITH EFFECTIVE DATE OF JULY 21, 2024, ISSUED AUGUST 1, 2024.
 - A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.
- 10g. 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 WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
- 10c. ANY AND ALL CLAIMS OF RIGHT, TITLE AND INTEREST TO THE LAND, INCLUDING BUT NOT LIMITED TO ANY RIGHT OF POSSESSION OR CLAIM FOR DAMAGES RELATING TO THE LAND WHICH HAS BEEN ASSERTED OR MAY BE ASSERTED, OF RECORD OR NOT, BY OR ON BEHALF OF ANY INDIAN OR INDIAN TRIBE, INCLUDING BUT NOT LIMITED TO THE TIGUA INDIAN TRIBE OF EL PASO, TEXAS, ALSO KNOWN AS PUEBLO DE LA YSLETA DEL SUR, ALSO KNOWN AS THE YSLETA DEL SUR PUEBLO INDIAN TRIBE ALSO KNOWN AS THE TIGUA INDIAN COMMUNITY, INCLUDING BUT NOT LIMITED TO CLAIMS APPEARING IN AFFIDAVIT OF JULIAN GRANILLO, FILED FOR RECORD, APRIL 16, 1993, RECORDED IN VOLUME 2553, PAGE 1958, REAL PROPERTY RECORDS OF EL PASO TEXAS.

- NOTES:
- 10g. TITLE TO ALL OIL, GAS AND MINERALS OF EVERY KIND AND CHARACTER IN, ON AND UNDER THE INSURED PREMISES, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, HERETOFORE RESERVED OR CONVEYED BY PREDECESSORS IN TITLE TO EL PASO COUNTY COMMUNITY COLLEGE DISTRICT, IN VOLUME 2100, PAGE 328, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (AFFECTS PROPERTY)
- 10h. EASEMENT RIGHTS TO STATE OF TEXAS FOR DRAINAGE AND CONTROLLED ACCESS TO U.S. HIGHWAY NO. 54 AS REFERRED TO IN VOLUME 2100, PAGE 328, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (AFFECTS PROPERTY)
- 10i. PROVISIONS OF THE ANTIQUITIES CODE OF TEXAS AS SET OUT IN ARTICLE 6145-9 OF THE REVISED CIVIL STATUTES, AS MAY BE APPLICABLE TO THIS PROPERTY AS REFERRED TO IN VOLUME 2100, PAGE 328, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (AFFECTS PROPERTY)
- 10j. RESERVATION OF WATER TO UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 776, PAGE 825, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.(AFFECTS PROPERTY)
- 10k. EASEMENT TO EL PASO ELECTRIC COMPANY IN VOLUME 2156, PAGE 1000, VOLUME 2156, PAGE 1006, VOLUME 2219, PAGE 1454, AND UNDER CLERK'S FILE NO. 20200032843, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (PLOTTED)
- 10l. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN VOLUME 922, PAGE 418, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS, WITH MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY'S INTEREST THEREIN GRANTED, SOLD AND QUIT CLAIMED TO SOUTHWESTERN BELL TELEPHONE COMPANY IN VOLUME 1231, PAGE 646, REAL PROPERTY RECORDS EL PASO COUNTY, TEXAS. (DOES NOT AFFECT THIS PROPERTY)
- 10m. ALL TERMS, CONDITIONS, PROVISIONS, COVENANTS AND RESTRICTIONS SET OUT IN THAT CERTAIN DEED FROM THE UNITED STATES OF AMERICA, FILED IN VOLUME 766, PAGE 825, AND AS REFERRED TO IN VOLUME 2100, PAGE 328, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS, PERTAINING TO THE FORMER USE OF THIS LAND BY THE MILITARY FOR TRAINING PURPOSES WHICH INCLUDED THE FIRING OF ARTILLERY SHELLS AND OTHER EXPLOSIVE DEVICES.

- NOTES:
- 10n. TERMS AND PROVISIONS OF ABRIGATION AND TRANSFER OF RESTRICTIVE COVENANTS, DATED SEPTEMBER 12, 1989, IN VOLUME 2100, PAGE 350, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (AFFECTS PROPERTY)
- 10o. TERMS AND PROVISIONS AS SET FORTH IN ORDINANCE NO. 018805 CREATING THE TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN RECORDED UNDER CLERK'S FILE NO. 20180052308, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.(AFFECTS PROPERTY)
- 10p. TERMS AND PROVISIONS AS SET FORTH IN LEASE AGREEMENT DATED ___ BY AND BETWEEN THE CITY OF EL PASO (LESSOR) AND NOTES LIVE, INC. LESSEE) AS SET FORTH IN MEMORANDUM OF LEASE DATED ___ AND RECORDED UNDER CLERK'S FILE NO. ___ REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS REGARDING CERTAIN PARKING FACILITIES AND PARKING RIGHTS.
5. SET 1/2" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.

CONDE INC.
 ENGINEERING/PLANNING/LAND SURVEYING/CADD
 6080 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905
 PHONE (915) 592-0283, FAX (915) 592-0286, FIRM# 10078100

REVISED BOUNDARY 3-20-25
 JOB NO. 355-28
 REVISED CERTIFICATION 10-31-24
 REVISED BOUNDARY 8-20-24
 ©COPYRIGHT 2025/CONDE INC.
 ALL RIGHTS RESERVED



TO: SUNSET GROUND AT EL PASO, LLC, INC., A COLORADO CORPORATION, FIRST AMERICAN TITLE GUARANTY COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 8, 9, 11(1), 13, AND 14 OF TABLE A THEREOF.

RON R. CONDE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS LICENSE NO. 5152

Prepared for: BCA-Studios Inc.
March 20, 2025

METES AND BOUNDS DESCRIPTION

Being a portion of Block 7, Castner Range Subdivision No. 1, as recorded in volume 45, page 30, Plat Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found concrete cylinder with brass cap stem remnant for the northwest corner of Section 2, Block 81, Township 2, Texas and Pacific Railway Surveys from which a found brass cap marked Texas Department of Transportation ROW-NO for Southwest corner of Section 2, Block 81, Township 2, Texas and Pacific Railway Company Surveys bears, South $01^{\circ}12'06''$ East a distance of 5293.35 feet (measured) 5293.30 Feet (Record), Thence along the westerly line of said section 37, Block 81, Township 2, Texas and Pacific Railway Company surveys, North $01^{\circ}15'40''$ West a distance of 2143.28 feet to a point; Thence leaving said line, North $88^{\circ}44'20''$ East a distance of 77.72 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the easterly right of way of U.S. Highway 54 North-South Freeway for the **"TRUE POINT OF BEGINNING"**.

Thence, along said right of way line, North $01^{\circ}19'40''$ West a distance of 901.45 feet to a found $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of curve;

Thence 31.44 feet along the arc of a curve to the right which has a radius of 20.00 a central angle of $90^{\circ}04'20''$ a chord which bears North $43^{\circ}42'20''$ East a distance of 28.30 feet to a found $\frac{1}{2}$ " rebar with cap marked TX 5152 on the southerly right of way line of Cohen Avenue

Thence along said right of way line, North $88^{\circ}44'20''$ East a distance of 951.98 feet to a set chiseled x on concrete curb;

Thence leaving said line, South $01^{\circ}15'41''$ East a distance of 711.70 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, South $45^{\circ}20'32''$ West a distance of 304.06 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, South $88^{\circ}40'20''$ West a distance of 750.00 feet to the **"TRUE POINT OF BEGINNING"** and containing 871,494 square feet or 20.00 acres of land more or less.

Note: A Plat of survey of even date accompanies this description.



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



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283
FAX (915) 592-0286 FIRM# 10078100