

**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:

RECEIVED

By City Clerk's Office at 3:14 pm, May 15, 2025

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)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, is authorized to sign a Contract of Sale by and between the City of El Paso and Westside Community Church, for the purchase of 0.5062 acre portion out of Lot 1, Block 1, also known as Westside Community Church Center, for a total amount of \$129,000.00.

Approved this ____ day of _____ 2025.

CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary/Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**CONTRACT OF SALE
201 SUNSET**

This Contract of Sale (“**Agreement**”) is made this _____ day of _____, 2025, (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Buyer**”) and Westside Community Church (“**Seller**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

The parties agree as follows:

SECTION 1. CONVEYANCE OF THE PROPERTY.

- A. Under the conditions of this Agreement, the Seller agrees to sell and convey the property described below to the Buyer:
1. Tract 12-H-1, A.F. Miller Survey No. 210, City of El Paso, El Paso County, Texas, as further described in **Attachment “A,”** the “**Property.**”

SECTION 2. PURCHASING PRICE.

- A. The Buyer will pay the Seller a total amount of \$129,000.00 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid to the Seller through LoneStar Title (the “**Title Company**”) at the Closing.

SECTION 3. SELLER’S WARRANTIES, OBLIGATIONS, AND RIGHTS.

- A. **WARRANTIES.** The following warranties survive the Closing. To the best of the Seller’s knowledge the Seller warrants to the Buyer that:
1. The Seller has the full right to convey the Property, as such the Buyer’s rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
 2. The Seller has not offered or granted any other party the right or option to acquire, in whole or in part, the Property;
 3. There are no other persons or parties claiming any rights to the Property, in whole or in part;
 4. The person signing this Agreement on behalf of the Seller represents that he or she has the authority to bind the Seller and that Seller can carry out the Seller’s obligations

under this Agreement;

5. No leasehold rights or interests have been granted and are currently in effect involving the Property;
6. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
7. There are no pending claims of damage to property or injury to person occurring on the Property;
8. The Seller has not received any notices of condemnation regarding the Property;
9. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property;
10. There is no pending litigation pertaining to the Property;
11. The Seller has not received notices of any violations regarding zoning or construction regarding the use of the Property or construction of any improvements on the Property;
12. During Seller's ownership of the Property, neither the land or the improvements on the Property were used for the manufacturing, process, distribution, use, treatment, storage, disposal, transport, or handling of hazardous materials;
13. The Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act;
14. At closing, there will be no unpaid utility bills, liens, or claims in connection to the Property or any improvements on the Property; and
15. The Seller agrees to remove the playground located on the Property and identified in Attachment A.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property.

B. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. The Buyer will forward this Agreement to the Title Company to be used as escrow instructions.
2. **TITLE INSURANCE.** The Buyer may, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 10 days of the Effective Date of this Agreement. If the Buyer orders a commitment for Title Insurance for the Property, then the Buyer will send a copy of any documents related to the Title Insurance to the Seller.
3. **SURVEY.** The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 10 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.
4. Notwithstanding the provisions of above, Seller's conveyance of title to the Property shall not be subject to, mechanics' or materialmen's liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.

SECTION 5. CLOSING.

- A. The parties will have met all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") by 21st day of August, 2025, ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by the Closing Date is a breach of this Agreement. The Closing Date is subject to change by the mutual agreement of both parties.
- B. **SELLER'S OBLIGATIONS.** At the closing of this Agreement the Seller will deliver the following to the Buyer:
 1. A fully executed deed ("**Deed**") conveying the title to the Property included in this Agreement as **Attachment "B"**;
 2. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property;
 3. Any other items requested by the Title Company to finalize the closing of this Agreement; and
 4. Releases of Liens identified in the title commitment documents fully executed by the owners and holders of said liens in form acceptable to the Title Company.

- C. **BUYER'S OBLIGATIONS.** At the closing of this Agreement, the Buyer will deliver the following to the Seller:
1. The Purchase Price;
 2. Evidence accepted by the Seller and the Title Company showing the completion of the transaction set out by this Agreement; and
 3. Any other items requested by the Title Company to finalize the closing of this Agreement. The Buyer will be responsible for paying all fees associated with the closing of this Agreement including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
- D. **TAXES.** General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.
- E. **POSSESSION.** Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement. As such, the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 6. GENERAL PROVISIONS.

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Buyer is not subject to the liabilities or obligations the Seller obtains under the performance of this Agreement.
- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday

through Sunday excluding City of El Paso holidays.

D. **NOTICES.** The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Buyer: The City of El Paso
Attn: City Manager
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

Copy: City of El Paso
Real Estate Division
P.O. Box 1890
El Paso, Texas 79950-1890

To the Seller: Westside Community Church
201 E. Sunset Rd
El Paso, TX 79922

E. **CONFIDENTIALITY.** The Seller acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. GOVERNMENTAL FUNCTIONS. The parties agree that the Buyer is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries for this Agreement.
- O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

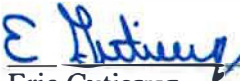
EXECUTED by City the ____ day of _____, 2025.

BUYER:

CITY OF EL PASO, TEXAS

By: _____
Dionne Mack
City Manager

APPROVED AS TO FORM:


Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2025,
by _____, as _____ of the **City of El Paso, Texas.**

Notary Public, State of Texas

My commission expires:

EXECUTED by Seller the 13 day of April, 2025.

SELLER:

Westside Community Church

By: Joseph Williams
Joseph Williams
Pastor

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 13 day of April, 2025,
by Joseph Williams as Representative of the Seller.

[Signature]
Notary Public, State of Texas

My commission expires:

11/13/2028

ATTACHMENT “A”
PROPERTY DESCRIPTION



ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAMS, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
HECTOR MARTINEZ, P.E.
Associate Partner
TBPE Reg. No. F-737
TNPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

A 0.5062 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 12H1, A.F. Miller Survey No. 210 and being more particularly described by metes and bounds as follows:

COMMENCING at a Railroad Spike found at the right-of-way centerline intersection of Osborne Drive (90 feet wide) and Sunset Drive (50 feet wide); **WHENCE**, a Bridge Nail found at the right-of-way centerline point of intersection (P.I.) of said Sunset Drive bears, South 70°12'00" West, a distance of 571.00 feet; **THENCE**, leaving said intersection and following the centerline of said Sunset Drive, South 70°12'00" West, a distance of 253.71 feet, **THENCE**, leaving the centerline of said Sunset Drive, North 19°48'00" West, a distance of 25.00 feet to a chiseled "X" set in concrete on the northerly right-of-way line of said Sunset Drive for the southeasterly corner and **POINT OF BEGINNING** of the parcel herein described;

THENCE, following the northerly right-of-way line of said Sunset Drive, South 70°12'00" West, a distance of 59.99 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southwesterly corner of the parcel herein described;

THENCE, leaving the northerly right-of-way line of said Sunset Drive, North 16°22'20" West, a distance of 169.57 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 19°47'05" West, a distance of 255.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the southerly boundary line of Lot 2, Block 2, Crossroads Subdivision Unit Two as recorded in Book 62, Page 18, El Paso County Plat Records for the northwesterly corner of the parcel herein described;

THENCE, following the southerly boundary line of said Lot 2, North 70°26'08" East, a distance of 49.82 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeasterly corner of the parcel herein described;

THENCE, continuing and passing the southerly boundary line of said Lot 2, South 19°47'43" East, a distance of 425.00 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.5062 acres (22,050.2 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, TX. R. P. L. S. No. 6223

Date: August 30, 2023

05100-132-PORION OF 12H1-DESC.doc



417 Executive Center Blvd. • El Paso, Texas 79902 • P - (915) 542-4900 • F - (915) 542-2867 • www.brockbustillos.com

ATTACHMENT "B"

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: _____, 2025

Grantor: Westside Community Church

Grantor's Mailing Address: 201 E. Sunset Rd
El Paso, TX 79922

Grantee: **City of El Paso, Texas**, a Texas home-rule municipality

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

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Tract 12-H-a, A.F. Miller Survey No. 210, City of El Paso, El Paso County, Texas, as further described in Attachment "A"

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

Any easements and encumbrances of record prior to the Effective Date.

RESERVATIONS TO CONVEYANCE

NONE

WARRANTY AND CONVEYANCE:

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and

singular the Property to the GRANTEE and the GRANTEE’S administrators, 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 Reservations to Conveyance.

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

EXECUTED by Grantor the ____ day of _____, 2025.

GRANTOR:

Westside Community Church

Joseph Williams

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me this ____ day of _____, 2025,
by Michael Churchman as _____ of Lynx Industries, Ltd., Grantor.

Notary Public, State of Texas

My Commission Expires:
