

ORDINANCE NO. 019458

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.383 ACRES OF LAND BEING DESCRIBED AS A PORTION OF LOTS 1, 2, AND 3, BLOCK 2, KESSLER INDUSTRIAL DISTRICT UNIT 1, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the El Paso Municipal Drainage Utility, by and through the El Paso Water Utilities- Public Service Board, holds certain real properties in its land inventory; and,

WHEREAS, the El Paso Municipal Drainage Utility, by and through the El Paso Water Utilities- Public Service Board received a request to purchase the above-described property (the "**Property**"), which is part of the drainage utility system (the "**System**"); and,

WHEREAS, at its regular meeting on August 11, 2021, the El Paso Water Utilities- Public Service Board determined that the Property, approximately 0.383 acres of land being described as a portion of Lots 1, 2, and 3, Block 2, Kessler Industrial District Unit 1, City of El Paso, El Paso County, Texas, is inexpedient to the System and should be sold in accordance with state law; and,

WHEREAS, the Property is being sold pursuant to the sealed bidding procedures outlined in Texas Local Government Code Chapter 272; and

WHEREAS, at its regular meeting on January 11, 2023, the El Paso Water Utilities- Public Service Board awarded the sale bid to Yermoland Enterprises, Inc., for the bid amount of \$85,601.51, and adopted a Resolution making the findings set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, Warranty Deed and any and all necessary documents to complete the sale; and

WHEREAS, the Property was appraised for sale at its fair market and Yermoland Enterprises, Inc. has agreed to the sales price;

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

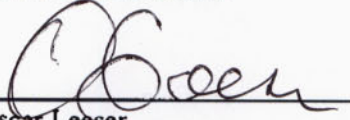
That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 0.383 acres of land being described as a portion of Lots 1, 2, and 3, Block 2, Kessler Industrial District Unit 1, City of El Paso, El Paso County, Texas, and being more particularly described in Exhibits "A" attached hereto and made a part hereof for all purposes.

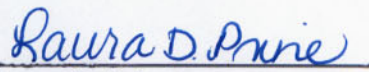
PASSED AND APPROVED this 11th day of April, 2023.



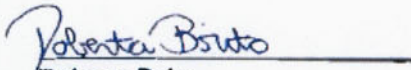
CITY OF EL PASO


Oscar Leeser,
Mayor

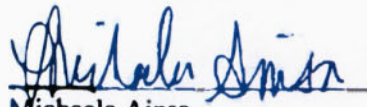
ATTEST:


Laura D. Prine,
City Clerk

APPROVED AS TO FORM:


Roberta Brito
Assistant City Attorney

APPROVED AS TO FORM:


Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER **019458**
Land Sale-Yermoland Enterprises, Inc.

HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in a Warranty Deed to the City of El Paso, Texas, of record in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE, N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 211.07 feet (record per said Kessler Industrial District Unit One: N 74°03'00" W);

THENCE S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to a concrete nail in rock wall set for the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, and being the most northerly corner of that certain 0.6629 acre parcel of land, as described in a deed to EB Silva Management LLC, of record in Document No. 2008-0025387, Deed Records of El Paso County, Texas, said Point of Beginning having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,569.01, E=437,041.07;

THENCE S 19°08'59" W, with the easterly line of the herein described parcel, being also the westerly line of said 0.6629 acre parcel, at 164.00 feet passing the most westerly corner of said 0.6629 acre parcel, being also the most northerly corner of that certain 0.3808 acre parcel of land, as described in deed to Yermoland Enterprises, Inc., of record in Document No. 2021-0054994, Deed Records of El Paso County, Texas, for a total distance of 233.46 feet (record per said Book 1799, Page 1002: S 15°57'00" W, 233.46 feet) to a concrete nail set in rock wall for the most southerly corner of the herein described parcel, and being the most westerly corner of said 0.3808 acre parcel;

THENCE N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 78.09 feet to a 5/8 inch rebar with plastic cap stamped "TX6794" set for the most westerly corner of the herein described parcel;

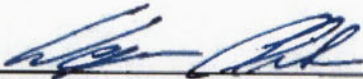
THENCE N 19°08'59" E, with the westerly line of the herein described parcel, being also the westerly line of Kessler Industrial District Unit One, being also the westerly line of said 1.1166 acre parcel, and being the easterly line of Pendale Industrial Unit B, recorded in Book 43, Page 23, Plat Records El Paso County, Texas, a distance of 211.68 feet (record per said Book 1799, Page 1002: N 15°57'00" E) to a 5/8 inch rebar found for the most northerly corner of the herein described parcel, and being the southerly right-of-way line of said Yermoland Drive;

HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly right of way line of said Yermoland Drive, a distance of 75.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E, 75.00 feet) to the **POINT OF BEGINNING**, containing 0.383 acres or 16,691 square feet of land.

Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.

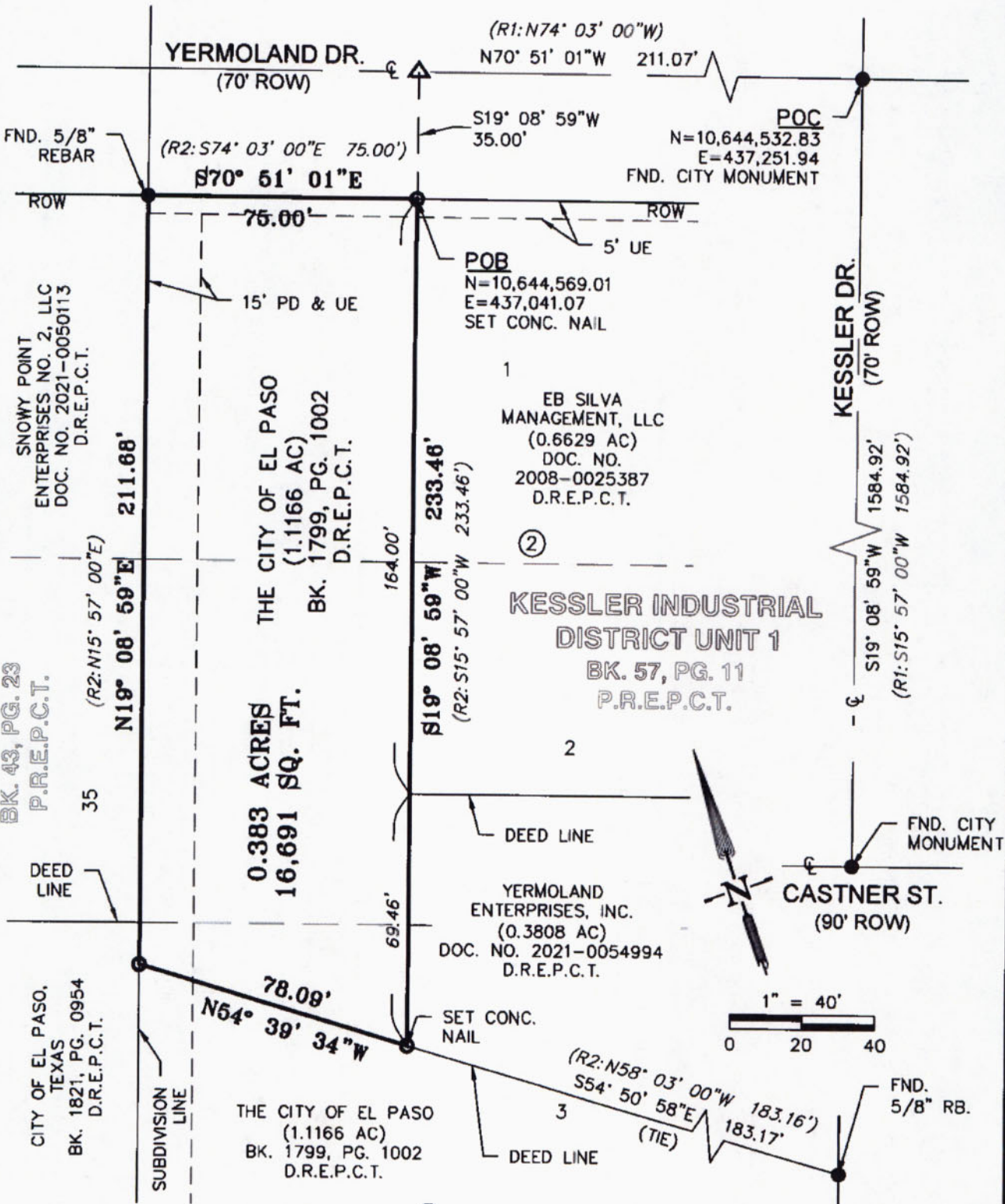


Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339



PENDALE INDUSTRIAL UNIT B

BK. 43, PG. 23
P.R.E.P.C.T.



PAGE 3 OF 4

HUITT-ZOLLARS INC.

5822 Cromo Drive, Suite 210

El Paso, TX 79912

PH. 915-687-4339

Tx. Firm No. 10025603

www.huitt-zollars.com

PROJECT: EPW-KESSLER SURVEY

JOB #: R312685.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: C:\proj\R312685.09 - T09 - Kessler Boundary
Survey\Survey\Drawings

PLAT OF SURVEY

0.383 ACRES (16,691SF)

A PORTION OF LOTS 1, 2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1
CITY OF EL PASO,
EL PASO COUNTY, TEXAS

LEGEND

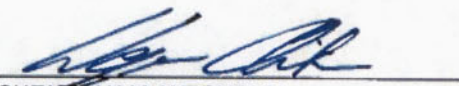
○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK.	BOOK
●	FND. SURVEY MARKER (AS NOTED)	VOL.	BOOK
△	CALCULATED CORNER	PG.	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC.	DOCUMENT
POC	POINT OF COMMENCEMENT	FND.	FOUND
POB	POINT OF BEGINNING	PDE	PRIVATE DRAINAGE EASEMENT
		PD & UE	PRIVATE DRAINAGE AND UTILITY EASEMENT
		(X)	BLOCK NUMBER
		---	UNDERLYING LOT LINE
		---	EASEMENT LINE

SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0.
3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:
 - R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11
 - R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002
4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME AND UNDER MY SUPERVISION, AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II.



CHRISTIAN M. WEGMANN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6794



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HUNT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
El Paso, TX 79912
PH. 915-587-4339
Tx. Firm No. 10025603
www.hunt-zollars.com

PROJECT: EPW-KESSLER SURVEY

JOB #: R312685.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: G:\proj\R312685.09 - 109 - Kessler Boundary
Survey\Survey\Ch9.50

PLAT OF SURVEY

0.383 ACRES (16,691SF)
A PORTION OF LOTS 1,2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1
CITY OF EL PASO,
EL PASO COUNTY, TEXAS

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is entered into by and between THE EL PASO MUNICIPAL DRAINAGE UTILITY, BY AND THROUGH THE EL PASO WATER UTILITIES-PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "**Seller**" or "**EPWater**") and YERMOLAND ENTERPRISES, INC., a Texas corporation (the "**Buyer**"). The Seller and the Buyer may be referred to individually herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Seller owns the property described below; and

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the property is being sold pursuant to:

The sealed bidding procedures outlined in Texas Local Government Code Chapter 272.

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

AGREEMENT

1. Description of Property. The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in El Paso County, Texas:

An approximately 0.383 acre parcel, more or less, out of Portion of Lots 1, 2 and 3, Block 2, Kessler Industrial District Unit 1, City of El Paso, El Paso County, Texas, such portion being legally described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, except such easements necessary for the operation of the EPWater water, wastewater, stormwater or drainage utility systems, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "**Property**").

1.1 Seller's Reservations. The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein (the "**Seller's Reservations**") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

1.2 Reliance on the Buyer's Own Diligence. It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property, including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.3 Easements. The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

1.4 Surface Water and Groundwater. Any rights to the use of surface water (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. In addition, the entire groundwater estate related the Property, including without limitation, the Groundwater (as defined herein below) and Groundwater Rights (as defined herein below) are reserved by and for the Seller. The term "**Groundwater**" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. The term "**Groundwater Rights**" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to take all usual, necessary, and convenient means to use the surface of the Property for access to and to explore for, develop, treat, produce, and transport the Groundwater; and (3) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that may be necessary for the full and unfettered exercise of the Seller's rights therein. For the avoidance of doubt, Buyer shall not have the right to drill a well and/or produce therefrom any quantity of groundwater.

1.5 Utility Connections and Modifications. Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

1.6 Bid Terms. The bid and other conditions applicable to the Buyer set forth on Exhibit C (Bid Document #103-22) (the "**Bid Terms**"), attached hereto and incorporated fully herein for all purposes, shall be applicable to the sale of the Property and shall survive the Closing.

2. **Purchase Price.** The purchase price for the Property shall be \$85,601.51 (the "**Purchase Price**").

2.1 **Payable at Closing.** The full Purchase Price shall be tendered to Seller at Closing.

2.2 **Earnest Money.** Seller shall pay Buyer in the amount of \$4,281.00 (the "**Earnest Money**") with WestStar Title, 601 N. Mesa, Suite 1025, El Paso, Texas 79901, Attn: Melissa Alva Mier (the "**Escrow Agent**") no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

2.3 **Earnest Money Deposit.** The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

3. **Inspection Period.** For period of one hundred twenty (120) days, beginning on the Effective Date (the "**Inspection Period**"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 **Access.** Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before entering onto the Property at any time prior to Closing.

3.2 **Termination During Inspection Period.** Buyer may terminate this Agreement for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit, less the Independent Consideration, shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. **Survey.** If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder.** Within twenty (20) business days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Seller a title commitment covering the Property from WestStar Title (the "**Title Company**"), binding the Title Company to issue an Owner's Policy of Title Insurance ("**Owner's Policy**") with respect to the Property in the full amount of the Purchase Price at the Closing (the "**Title Binder**"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule

C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

5.1 **Buyer's Approval of Title.** Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("*Non-Permitted Encumbrances*"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "*Permitted Exceptions*"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 **Compliance.** In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. **Representations of the Seller.** The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 **Parties in Possession.** At the time of Closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 **Mechanic's Lien.** (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 **Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 **Taxes.** While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. **Representations of the Buyer.** The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 **Authority.** The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and

carried out by the Buyer herein.

7.2 Non-Contravention. The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 Consents. No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 Bankruptcy. The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 Litigation. There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

7.6 Bid Terms. The Buyer has complied with the Bid Terms as of the Effective Date.

8. Closing. The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "**Approval Date**").

8.1 Amount of Payment of Purchase Price. The full amount of the Purchase Price shall be tendered to Seller at the Closing.

8.2 Closing Costs. The Buyer shall be solely responsible for the payment of all costs required to consummate the Closing, including without limitation:

- (a) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
- (b) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property;
- (c) Any and all escrow fees; and
- (d) Any and all real estate appraisal costs and surveys fees.
- (e) Any and all costs related to advertise the Property for sale

All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in El Paso, Texas.

8.3 Conditions to the Seller's Obligation to Close. The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement.

8.4 Seller's Obligations. At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

- (a) The deed to the Property, in the form attached hereto as **Exhibit D**(the "**Deed**"), (subject to the Permitted Exceptions and the Seller's Reservations and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;
- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;
- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and

- (c) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 Buyer's Obligations. At the Closing, the Buyer shall:

- (a) Pay the Purchase Price;
- (b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and
- (c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

8.6 Possession. Possession of the Property will be transferred to the Buyer at Closing.

8.7 Broker's Fees. Buyer and Seller represent and warrant to each other that they have not engaged and will not engage during the pendency of this Agreement the services of any real estate broker or real estate agent in connection with this transaction.

9. Default.

9.1 Default by the Buyer. If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 Default by the Seller. If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 Recoverable Damages. The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT,**

CONSEQUENTIAL, OR PUNITIVE DAMAGES.

9.4 **Costs of Enforcement.** Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 **Return of Property Information.** If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 **Liability of Parties.** Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. Miscellaneous.

10.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is 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. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities –Public Service Board
John Balliew, President/CEO
1154 Hawkins Drive
El Paso, Texas 79925

Copy to: El Paso Water Utilities
Attn: Alma DeAnda
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
ADeAnda@epwater.org

BUYER: Yermoland Enterprises, Inc. *mt*
~~8650 Yermoland Dr.~~ *1151 Kessler Dr.*
El Paso, Texas, 79907

10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State

of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 **Time.** Time is of the essence of this Agreement and each and every provision hereof.

10.4 **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.

10.5 **Survival of Provisions.** The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 **"AS IS, WHERE IS".** THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER

ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.10 **Effective Date.** As used herein, "*Effective Date*" means the date this Agreement is received by the Title Company on the space provided for in this Agreement.

10.11 **Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

10.13 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

[Signatures Begin on the Following Page]

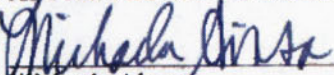
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

THE EL PASO MUNICIPAL DRAINAGE
UTILITY, BY AND THROUGH EL PASO
WATER UTILITIES – PUBLIC SERVICE
BOARD, for and on behalf of THE CITY OF
EL PASO, a Texas municipal corporation

By: 
John E. Balliew
President/CEO
Executed on: 2/24/23

APPROVED AS TO FORM:


Michaela Ainsa
Senior Assistant General Counsel

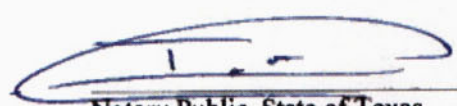
APPROVED AS TO CONTENT:


Alma De Anda
Utility Land and Water Rights Manager

ACKNOWLEDGEMENT

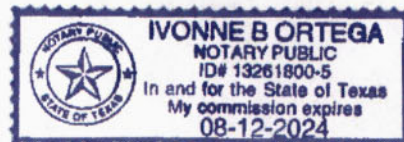
STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 24th day of February, 2023, by John E. Balliew, President and CEO of the El Paso Water Utilities – Public Service Board.


Notary Public, State of Texas

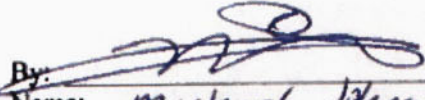
My Commission Expires:

08-12-2024



[Signatures Continue on the Following Page]

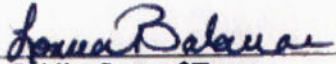
BUYER:
YERMOLAND ENTERPRISES, INC.,
a Texas corporation

By: 
Name: Michael Johnson
Title: President
Executed on: 2/10/23

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 23rd day of February, 2023, by
Michael Johnson, President of Yermoland Ent.


Notary Public, State of Texas

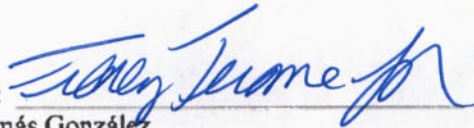
My Commission Expires:

6/18/25

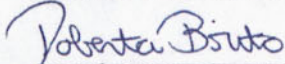


This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the 11 day of April, 2023, which shall be the *Approval Date* for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation,

By: 
Tomás González
City Manager

APPROVED AS TO FORM:


Roberta Brito
Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the ____ day of _____, 20____. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:

By: _____
Its: _____

**HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in a Warranty Deed to the City of El Paso, Texas, of record in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE, N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 211.07 feet (record per said Kessler Industrial District Unit One: N 74°03'00" W);

THENCE S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to a concrete nail in rock wall set for the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, and being the most northerly corner of that certain 0.6629 acre parcel of land, as described in a deed to EB Silva Management LLC, of record in Document No. 2008-0025387, Deed Records of El Paso County, Texas, said Point of Beginning having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,569.01, E=437,041.07;

THENCE S 19°08'59" W, with the easterly line of the herein described parcel, being also the westerly line of said 0.6629 acre parcel, at 164.00 feet passing the most westerly corner of said 0.6629 acre parcel, being also the most northerly corner of that certain 0.3808 acre parcel of land, as described in deed to Yermoland Enterprises, Inc., of record in Document No. 2021-0054994, Deed Records of El Paso County, Texas, for a total distance of 233.46 feet (record per said Book 1799, Page 1002: S 15°57'00" W, 233.46 feet) to a concrete nail set in rock wall for the most southerly corner of the herein described parcel, and being the most westerly corner of said 0.3808 acre parcel;

THENCE N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 78.09 feet to a 5/8 inch rebar with plastic cap stamped "TX6794" set for the most westerly corner of the herein described parcel;

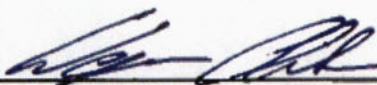
THENCE N 19°08'59" E, with the westerly line of the herein described parcel, being also the westerly line of Kessler Industrial District Unit One, being also the westerly line of said 1.1166 acre parcel, and being the easterly line of Pendale Industrial Unit B, recorded in Book 43, Page 23, Plat Records El Paso County, Texas, a distance of 211.68 feet (record per said Book 1799, Page 1002: N 15°57'00" E) to a 5/8 inch rebar found for the most northerly corner of the herein described parcel, and being the southerly right-of-way line of said Yermoland Drive;

HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly right of way line of said Yermoland Drive, a distance of 75.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E, 75.00 feet) to the **POINT OF BEGINNING**, containing 0.383 acres or 16,691 square feet of land.

Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.


Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339



LEGEND

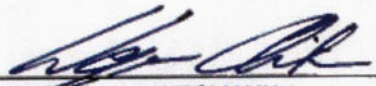
○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK.	BOOK
●	FND. SURVEY MARKER (AS NOTED)	VOL.	BOOK
△	CALCULATED CORNER	PG.	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC.	DOCUMENT
POC	POINT OF COMMENCEMENT	FND.	FOUND
POB	POINT OF BEGINNING	PDE	PRIVATE DRAINAGE EASEMENT
		PD & UE	PRIVATE DRAINAGE AND UTILITY EASEMENT
		(X)	BLOCK NUMBER
		---	UNDERLYING LOT LINE
		---	EASEMENT LINE

SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0.
3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:
R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11
R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002
4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME AND UNDER MY SUPERVISION, AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II.


CHRISTIAN M. WEGMANN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6794



PAGE 4 OF 4

HUITT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
El Paso, TX 79912
PH. 915-587-4339
Tx. Firm No. 10025803
www.huitt-zollars.com

PROJECT: EPW-KESSLER SURVEY

JOB #: R312685.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: G:\proj\R312685.09 - 109 - Kessler Boundary
Survey\Survey\Ch330

PLAT OF SURVEY

0.383 ACRES (16,691SF)

A PORTION OF LOTS 1,2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1
CITY OF EL PASO,
EL PASO COUNTY, TEXAS

**HZI Project No. R312685.09
0.075 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in Warranty Deed to the City of El Paso, Texas, recorded in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE, N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 256.07 feet (record per said Kessler Industrial District Unit 1: N74°03'00"W);

THENCE, S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, being also the southerly line of said Yermoland Drive, being also the northerly line of said 1.1166 acre parcel, and having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,583.77, E=436,998.57;

THENCE leaving said common line, over and across said 1.1166 acre parcel, the following three (3) courses and distances:

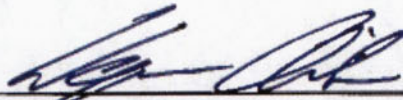
- 1) S 19°08'59" W, with the easterly line of the herein described parcel, parallel with and 30 feet distant from the westerly line of said Kessler Industrial District Unit 1, a distance of 220.40 feet to a point for the most southerly corner of the herein described parcel,
- 2) N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 15.62 feet to the most westerly corner of the herein described parcel, and
- 3) N 19°08'59" E, with the westerly line of the herein described parcel, being also the easterly line of an existing 15 foot public drainage and utility easement, as dedicated per said Kessler Industrial District Unit 1, a distance of 216.04 feet to the most northerly corner of the herein described parcel;

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly line of said Yermoland Drive, a distance of 15.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E) to the **POINT OF BEGINNING**, containing 0.075 acres or 3,273 square feet of land.

HZI Project No. R312685.09
0.075 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.



Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339



LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	N54° 39' 34"W	15.62'
L2	S70° 51' 01"E	15.00'

(R2): S74° 03' 00"E

LEGEND

○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK.	BOOK
●	FND. SURVEY MARKER (AS NOTED)	VOL.	BOOK
△	CALCULATED CORNER	PG.	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC.	DOCUMENT
POC	POINT OF COMMENCEMENT	FND.	FOUND
POB	POINT OF BEGINNING	PDE	PRIVATE DRAINAGE EASEMENT
		D & UE	DRAINAGE AND UTILITY EASEMENT

SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0.
3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:

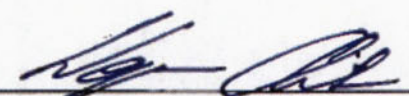
R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11

R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002

4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION, AND THAT IT IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED ON THE GROUND.


CHRISTIAN M. WEGMANN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6794



PAGE 4 OF 4

HUITT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
El Paso, TX 79912
PH. 915-587-4339
Tx. Firm No. 10025603
www.huitt-zollars.com

PROJECT: EPW KESSLER SURVEY
JOB #: R312685.09
DATE: JULY, 2022
SCALE: 1"=40'
DRAWN: JK
CHECKED: CMW
PATH: G:\proj\R312685.09 - 109 - Kessler Boundary
Survey\Survey\Ch330

PROPOSED 15' WIDE EASEMENT
0.075 ACRES (3,273 SF)
A PORTION OF LOTS 1,2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1
CITY OF EL PASO,
EL PASO COUNTY, TEXAS

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

PORTION OF LOTS 1, 2 AND 3, BLOCK 2, KESSLER INDUSTRIAL DISTRICT
CITY OF EL PASO, EL PASO COUNTY, TEXAS

BID NUMBER:
103-22

TO BE OPENED:
Thursday, December 1, 2022
11:00 A.M.

BIDDER'S PROPOSAL

TO: El Paso Water Utilities - Public Service Board
P.O. Box 511
El Paso, Texas 79961-0001

SUBJECT: Sale of Real Estate

We, the undersigned, offer to purchase the following described real estate in accordance with the enclosed General Conditions and Instructions to Bidders.

<u>DESCRIPTION OF LAND</u>	<u>TOTAL AMOUNT BID</u>
PORTION OF LOTS 1, 2 AND 3, BLOCK 2, KESSLER INDUSTRIAL DISTRICT UNIT 1, CITY OF EL PASO, EL PASO COUNTY, TEXAS, APPROXIMATELY, 0.383 ACRES	\$ <u>85,601.51</u>

The attached metes and bounds survey describes the gross acreage and location of the parcel. All bids must comply with the conditions set forth herein.

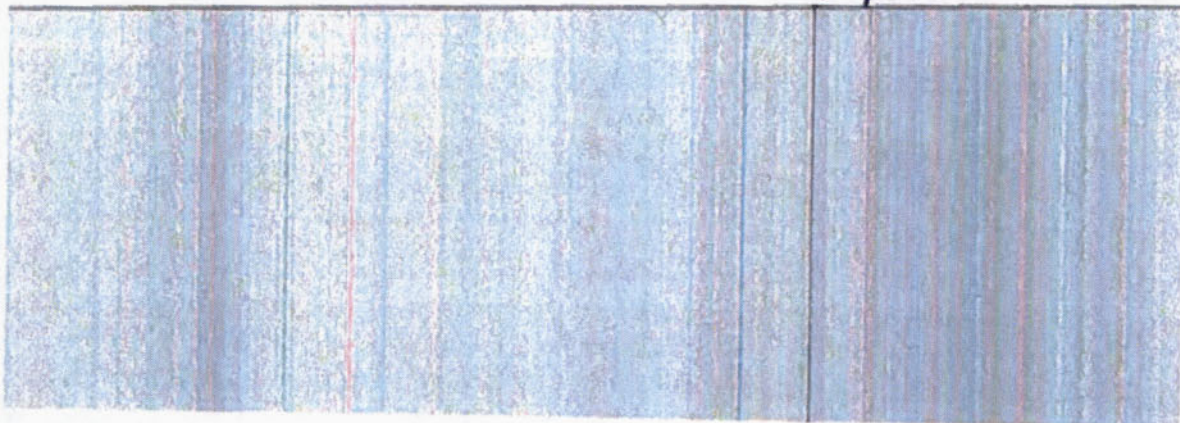
The **MINIMUM ACCEPTABLE BID** for the land is **\$81,424.00**. In addition, the successful bidder must pay all closing costs including title insurance, advertising, appraisals, and survey fees at closing.

Vermoland Enterprises Inc.
FIRM

[Signature]
SIGNATURE
Michael Johnson
PRINTED NAME

1151 Kessler Dr., 79907
MAILING ADDRESS

(915) 433-4275
TELEPHONE NUMBER / FAX



**CITY OF EL PASO
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

SALE OF REAL ESTATE

**GENERAL CONDITIONS AND
INSTRUCTIONS TO BIDDERS**

**BID NUMBER
103-22**

Sealed bids addressed to John E. Balliew, P.E., President/CEO, El Paso Water Utilities for the sale of property described as a Portion of Lots 1, 2, and 3, Block 2, Kessler Industrial District Unit 1, City of El Paso, El Paso County, Texas, totaling approximately 0.383 acres of real estate, as shown on the attached **Exhibit "A"**, will be received in the office of the El Paso Water Utilities, located at 1154 Hawkins Boulevard, El Paso, Texas 79925 until **11:00 A.M.**, local time, **Thursday, December 1, 2022**, publicly opened and read aloud via live streaming. Check scheduling information on the solicitation page at www.epwater.org.

BID AND CONVEYANCE PROCEDURES

1. Bids must be made on the attached Bidder's Proposal. An original copy must be received in the El Paso Water Utilities' Purchasing Department by **11:00 A.M.**, local time, **Thursday December 1, 2022**, by either mailing to El Paso Water Utilities, P.O. Box 511, El Paso, Texas 79961-0001 or by hand delivery to the Procurement Analyst agent on the 1st floor of the El Paso Water Utilities' Administration building at 1154 Hawkins Boulevard, El Paso, Texas. The Bidder is responsible for delivery of the bid by the above listed time. All bids shall be in a sealed envelope that is clearly marked with the Bid Number on the lower left-hand corner of the outside of the envelope.
2. The bid will be awarded to the bidder submitting the highest bid that equals or exceeds the minimum acceptable price. All bids must comply with the conditions set forth herein.
3. Any bid received after the above listed time for receiving bids will be returned unopened.
4. Bidders are invited to view bid opening via live streaming that will be posted on the solicitation page at www.epwater.org.
5. If the bid is made by an agent for a proposed purchaser, the signature of such agent shall be affixed to the Bidder's Proposal. In addition, the bid shall identify the proposed purchaser in whose name the title will be taken. **No agent or broker commission will be the responsibility or will be paid by the El Paso Water Utilities - Public Service Board.**

6. The El Paso Water Utilities - Public Service Board reserves the right to reject any or all bids or to award a contract either in whole or in part and to waive any minor irregularities, if it is deemed to be in the best interest of the El Paso Water Utilities - Public Service Board.
7. Each bidder **must include** a cashier's check, certified check or money order in the amount of five percent (5%) of the bid total as earnest money to ensure that the successful bidder will complete the purchase of the land. Such bid security must identify the bidder in whose name it is submitted. If the successful bidder fails to complete the purchase, said earnest money will be forfeited, and the El Paso Water Utilities - Public Service Board reserves the right to make the sale to the next highest responsible bidder or to reject all bids.
8. No bid may be withdrawn after the deadline for receipt of bids. The El Paso Water Utilities - Public Service Board will retain the earnest money of the successful bidder and the earnest money will be applied to the purchase price of the successful bidder's land.
9. No oral, telephone, internet or telegraph bids will be accepted.
10. After award of the bid, all unsuccessful bidders will be notified in writing and their earnest monies will be refunded within 30 days of notice.
11. The **MINIMUM ACCEPTABLE BID for the land** is **\$81,424.00**. In addition, the successful bidder must pay at closing, all costs of title insurance, advertising, appraisal, and survey fees.
12. The property must be purchased in cash at the time of closing. All closing costs, including title insurance, advertising, appraisal and survey fees must be paid by the successful bidder.
13. Within ten (10) days after receipt of written notification of acceptance of this bid, the successful bidder shall provide the El Paso Water Utilities - Public Service Board with all information necessary to prepare a contract of sale and deed and any other information or documentation necessary to close the sale. Unless good cause exists for further delay, it is contemplated that the sale will be closed within thirty days from the date of approval by the City Council of the City of El Paso of an ordinance authorizing the sale. The earnest money will be deposited in an interest-bearing account after the date of award by the El Paso Water Utilities - Public Service Board with interest accruing to the El Paso Water Utilities - Public Service Board.
14. Conveyance of the property to the successful bidder shall be contingent upon passage of an ordinance by the El Paso City Council authorizing the Mayor or City Manager to execute a deed or deeds or other documents as needed, and acceptance of any conditions placed on the sale of the property by the El Paso City Council.
15. The successful bidder shall execute a real estate sales contract acceptable to the El Paso Water Utilities - Public Service Board General Counsel and/ or retain outside counsel, within 20 days of award of the bid by the Public Service Board, which will include the General Conditions and Instructions to Bidders Requirements as set

forth herein.

16. The conveyance of the subject real estate will be by Special Warranty Deed and will be subject to all easements, licenses, restrictions, reservations, rights of way, dedications, conditions, and other encumbrances, of record or apparent upon the property, or as set forth herein.
17. The conveyance of the subject real estate shall be subject to a reservation of all ground water, water rights, or rights to surface water to the El Paso Water Utilities - Public Service Board of the City of El Paso; such reservation will be addressed in the Special Warranty Deed.
18. All future obligations of the successful bidder with regard to the subject real estate, as noted in the bid package, will be binding upon the successful bidder's successors, and/or assigns.
19. Questions concerning the bid package or bid procedure should be directed in writing to the Purchasing Department of the El Paso Water Utilities - Public Service Board, attn: Jesus Hernandez at purchasing.info@epwater.org.
20. Technical questions concerning the bid package should be directed to the Procurement Analyst of the El Paso Water Utilities - Public Service Board, attn: Jesus Hernandez at purchasing.info@epwater.org.

GENERAL DEVELOPMENT REQUIREMENTS

21. Any conveyance of this land will be subject to a restrictive covenant to the effect that the successful bidder, its successors or assigns will not, subject to existing law, discard, place or store upon such land, any radioactive material or other hazardous waste material or animal waste which would contaminate or otherwise damage the ground water supply sources of the City of El Paso.
22. The development of the property, including the design, location and construction of improvements shall be in accordance with City of El Paso Municipal Code requirements, including any City Municipal Code requirements for a Land Study prior to development and the City of El Paso Drainage Design Manual.
23. Re-zoning the property for uses other than those allowed in the current P-I, Planned Industrial zoning category is the sole responsibility of the successful bidder after the transfer of title. Neither the City of El Paso, the El Paso Water Utilities Public Service Board or their agents or employees have made any representations regarding future land uses and zoning. Future zoning applications are subject to full review of City of El Paso staff, the City Plan Commission and the discretion and final approval of City Council.
24. The successful bidder accepts the responsibility for conducting its own archeological and environmental surveys of the property and contacting the Texas Historical Commission (THC) for any potential archeological information pertaining to the site. Mitigation of any conditions on the property, including archeological sites or, without limitations, adverse environmental conditions, shall be at the expense of the

successful bidder who shall take the property subject to all existing conditions. The successful bidder accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the property.

25. The successful bidder agrees that he or she has examined the property and accepts the land "**AS IS**" including but not limited to the present zoning and surface conditions, all easements, licenses, restrictions, reservations, rights of way, dedications, present zoning and surface conditions, and other encumbrances, of record or apparent upon the Property.

DRAINAGE REQUIREMENTS

26. The successful bidder shall grant easements to the El Paso Water Utilities - Public Service Board, City of El Paso at no cost for stormwater and drainage purposes, including maintenance.
27. The El Paso Water Utilities – Public Service Board shall save and except from the sale a 15' easement adjacent to the existing 15' platted private drainage and utility easement as shown on the attached **Exhibit "B"**. The El Paso Water Utilities Public Service Board shall preserve a fee simple interest on this exception.
28. The successful bidder shall provide an acceptable Drainage Plan in accordance with Section 19.01.050 of the City of El Paso Municipal Code.
29. The channel must remain in place or an underground system must be constructed with proper drainage structures.
30. Per the City of El Paso Municipal Code, new development and redevelopments are required to maintain the predevelopment hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. Any excess runoff must be retained within the development. The Municipal Code also encourages the use of nonstructural stormwater management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
31. The successful bidder shall provide an acceptable Drainage Plan in accordance with Section 19.01.050 of the City of El Paso Municipal Code. Any connection to Bluff Channel will require a 408 permit with the USACE.
32. It is recommended that the successful bidder utilizes Stormwater Best Management practices. Low impact drainage (LID) standards for the development of the property shall be reviewed and approved by the City of El Paso. The LID standards shall promote the following measures:
 - Encourage drainage conservation measures.
 - Promote impact minimization techniques such as impervious surface reduction.

- Provide for strategic runoff timing by slowing flow using the landscape.
- Use of array of integrated management practices to reduce and cleanse runoff.

Advocate pollution prevention measures to reduce the introduction of pollutants to the environment.

WATER AND SANITARY SEWER SERVICE REQUIREMENTS

33. All ground water, water rights, or rights to surface water shall be reserved to the El Paso Water Utilities - Public Service Board of the City of El Paso. The successful bidder shall not have the right to drill a well and produce therefrom any quantity of groundwater.
34. Water, and sanitary sewerage service will be provided in accordance with the most current Public Service Board Rules and Regulations of the El Paso Water Utilities at the time of application for service to the Developer Services Section of the El Paso Water Utilities.
35. The successful bidder shall be responsible for the costs of any necessary on-site & off-site extensions, relocations, replacements or adjustments of water, sanitary sewer and appurtenances necessitated by and attributable to the proposed site/subdivision improvement plans.
36. In order to promote water conservation, to ensure optimum water-use efficiency, and to prevent runoff into streets, it is the policy of the Public Service Board to require landscape and irrigation restrictions in the sales of undeveloped land. Development of the property will be governed by the City of El Paso Municipal Code Title 15 (Public Services), Chapter 12 (Water and Sewer System) and Chapter 13 (Water Conservation), including no more than 50% turf in landscapable area.

EXHIBIT "A"

**HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in a Warranty Deed to the City of El Paso, Texas, of record in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 211.07 feet (record per said Kessler Industrial District Unit One: N 74°03'00" W);

THENCE S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to a concrete nail in rock wall set for the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, and being the most northerly corner of that certain 0.6629 acre parcel of land, as described in a deed to EB Silva Management LLC, of record in Document No. 2008-0025387, Deed Records of El Paso County, Texas, said Point of Beginning having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,569.01, E=437,041.07;

THENCE S 19°08'59" W, with the easterly line of the herein described parcel, being also the westerly line of said 0.6629 acre parcel, at 164.00 feet passing the most westerly corner of said 0.6629 acre parcel, being also the most northerly corner of that certain 0.3808 acre parcel of land, as described in deed to Yermoland Enterprises, Inc., of record in Document No. 2021-0054994, Deed Records of El Paso County, Texas, for a total distance of 233.46 feet (record per said Book 1799, Page 1002: S 15°57'00" W, 233.46 feet) to a concrete nail set in rock wall for the most southerly corner of the herein described parcel, and being the most westerly corner of said 0.3808 acre parcel;

THENCE N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 78.09 feet to a 5/8 inch rebar with plastic cap stamped "TX6794" set for the most westerly corner of the herein described parcel;

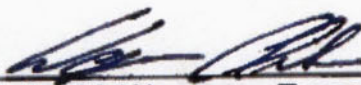
THENCE N 19°08'59" E, with the westerly line of the herein described parcel, being also the westerly line of Kessler Industrial District Unit One, being also the westerly line of said 1.1166 acre parcel, and being the easterly line of Pendale Industrial Unit B, recorded in Book 43, Page 23, Plat Records El Paso County, Texas, a distance of 211.68 feet (record per said Book 1799, Page 1002: N 15°57'00" E) to a 5/8 inch rebar found for the most northerly corner of the herein described parcel, and being the southerly right-of-way line of said Yermoland Drive;

HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly right of way line of said Yermoland Drive, a distance of 75.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E, 75.00 feet) to the **POINT OF BEGINNING**, containing 0.383 acres or 16,691 square feet of land.

Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.


Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339



PENDALE INDUSTRIAL UNIT B

BK. 43, PG. 23
P.R.E.P.C.T.

SNOWY POINT
ENTERPRISES NO. 2, LLC
DOC. NO. 2021-0050113
D.R.E.P.C.T.

CITY OF EL PASO,
TEXAS
BK. 1821, PG. 0954
D.R.E.P.C.T.

YERMOLAND DR.
(70' ROW)

(R2: S74° 03' 00"E 75.00')

S70° 51' 01"E

N19° 08' 59"E 211.68'

THE CITY OF EL PASO
(1.1166 AC)
BK. 1799, PG. 1002
D.R.E.P.C.T.

0.383 ACRES
16,691 SQ. FT.

(R1: N74° 03' 00"W)

N70° 51' 01"W 211.07'

S19° 08' 59"W
35.00'

POC
N=10,644,532.83
E=437,251.94
FND. CITY MONUMENT

POB
N=10,644,569.01
E=437,041.07
SET CONC. NAIL

1
EB SILVA
MANAGEMENT, LLC
(0.6629 AC)
DOC. NO.
2008-0025387
D.R.E.P.C.T.

2
KESSLER INDUSTRIAL
DISTRICT UNIT 1
BK. 57, PG. 11
P.R.E.P.C.T.

KESSLER DR.
(70' ROW)

S19° 08' 59"W 1584.92'
(R1: S15° 57' 00"W 1584.92')

YERMOLAND
ENTERPRISES, INC.
(0.3808 AC)
DOC. NO. 2021-0054994
D.R.E.P.C.T.

CASTNER ST.
(90' ROW)

1" = 40'
0 20 40

SET CONC.
NAIL

THE CITY OF EL PASO
(1.1166 AC)
BK. 1799, PG. 1002
D.R.E.P.C.T.

(R2: N58° 03' 00"W 183.16')
S54° 50' 58"E 183.17'
(TIE)

FND.
5/8" RB.

PAGE 3 OF 4

HUETT-ZOLLARS INC.

5822 Cromo Drive, Suite 210

El Paso, TX 79912

PH. 915-587-4339

Tx. Firm No. 10025803

www.huett-zollars.com

PROJECT: EPW-KESSLER SURVEY

JOB #: R312685.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: C:\proj\312685.09 - 106 - Kessler Boundary
Survey\312685.09

PLAT OF SURVEY

0.383 ACRES (16,691SF)

A PORTION OF LOTS 1, 2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1

CITY OF EL PASO,
EL PASO COUNTY, TEXAS

LEGEND

	○ SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK.	BOOK
	● FND SURVEY MARKER (AS NOTED)	VOL.	BOOK
	△ CALCULATED CORNER	PG.	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC.	DOCUMENT
POC	POINT OF COMMENCEMENT	FND	FOUND
POB	POINT OF BEGINNING	PDE	PRIVATE DRAINAGE EASEMENT
		PD & UE	PRIVATE DRAINAGE AND UTILITY EASEMENT
		(X)	BLOCK NUMBER
			UNDERLYING LOT LINE
			EASEMENT LINE

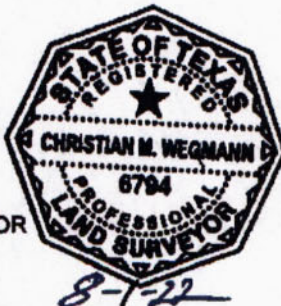
SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0
3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:
 - R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11
 - R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002
4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME AND UNDER MY SUPERVISION, AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II.


 CHRISTIAN M. WEGMANN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6794



PAGE 4 OF 4

HUNT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
 El Paso, TX 79912
 PH: 915-587-4339
 Tx. Firm No. 10025603
 www.hunt-zollars.com

PROJECT: EPW-KESSLER SURVEY

JOB #: R312585.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: C:\p\9312585.09 - 108 - Kessler Boundary
 Survey (Survey) CMW

PLAT OF SURVEY

0.383 ACRES (16,691SF)
 A PORTION OF LOTS 1,2 & 3, BLOCK 2
 KESSLER INDUSTRIAL DISTRICT UNIT 1
 CITY OF EL PASO,
 EL PASO COUNTY, TEXAS

EXHIBIT "B"

**HZI Project No. R312685.09
0.075 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in Warranty Deed to the City of El Paso, Texas, recorded in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE, N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 256.07 feet (record per said Kessler Industrial District Unit 1: N74°03'00"W);

THENCE, S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, being also the southerly line of said Yermoland Drive, being also the northerly line of said 1.1166 acre parcel, and having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,583.77, E=436,998.57;

THENCE leaving said common line, over and across said 1.1166 acre parcel, the following three (3) courses and distances:

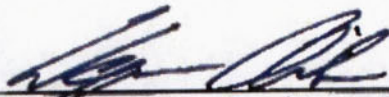
- 1) S 19°08'59" W, with the easterly line of the herein described parcel, parallel with and 30 feet distant from the westerly line of said Kessler Industrial District Unit 1, a distance of 220.40 feet to a point for the most southerly corner of the herein described parcel,
- 2) N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 15.62 feet to the most westerly corner of the herein described parcel, and
- 3) N 19°08'59" E, with the westerly line of the herein described parcel, being also the easterly line of an existing 15 foot public drainage and utility easement, as dedicated per said Kessler Industrial District Unit 1, a distance of 216.04 feet to the most northerly corner of the herein described parcel;

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly line of said Yermoland Drive, a distance of 15.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E) to the **POINT OF BEGINNING**, containing 0.075 acres or 3,273 square feet of land.

HZI Project No. R312685.09
0.075 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.



Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339



LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	N54° 39' 34"W	15.62'
L2	S70° 51' 01"E	15.00'

(R2): S74° 03' 00"E

LEGEND

○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK.	BOOK
●	FND. SURVEY MARKER (AS NOTED)	VOL	BOOK
△	CALCULATED CORNER	PG	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC	DOCUMENT
POC	POINT OF COMMENCEMENT	FND.	FOUND
POB	POINT OF BEGINNING	PDE	PRIVATE DRAINAGE EASEMENT
		D & UE	DRAINAGE AND UTILITY EASEMENT

SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0.
3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:

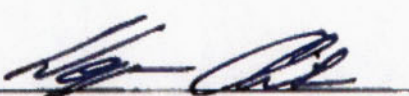
R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11

R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002

4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION, AND THAT IT IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED ON THE GROUND.


CHRISTIAN M. WEGMANN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6794



PAGE 4 OF 4

HUNT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
El Paso, TX 79912
PH: 915-687-4339
Tx. Firm No. 10025803
www.hunt-zollars.com

PROJECT: EPW KESSLER SURVEY

JOB #: R312685.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: C:\proj\R312685.09 - 108 - Kessler Boundary
Survey\Survey\CH3.D

PROPOSED 15' WIDE EASEMENT

0.075 ACRES (3,273 SF)
A PORTION OF LOTS 1,2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1
CITY OF EL PASO,
EL PASO COUNTY, TEXAS

SPECIAL WARRANTY DEED

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

Effective Date: 11 April, 2023

Grantor: THE EL PASO MUNICIPAL DRAINAGE UTILITY, by and through the EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, TEXAS, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: YERMOLAND ENTERPRISES, INC., a Texas corporation
Attn: Michael Johnson
1151 Kessler
El Paso, TEXAS 79907

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 0.383 acres, a portion Lots 1, 2, and 3, Block 2, Kessler Industrial District Unit 1, City of El Paso, El Paso County, Texas, such portion being legally described by metes and bounds on **Exhibit A**, attached hereto and incorporated herein for all purposes.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

- (1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having

jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater.

- (3) The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on Exhibit B, attached hereto and incorporated fully herein (the "*Seller's Reservations*") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.
- (4) 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 County, Texas.
- (5) This property lies within the irrigation water district controlled by the EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, which does not require any municipal utility district notices.
- (6) Rezoning Contract and restrictions between ADOLFO LORES, ETAL and THE CITY OF EL PASO, in Volume 1688, Page 523 and Volume 1623, Page 212, Real Property Records, El Paso County, Texas.
- (7) Consent to dedication of plat filed by ELIAS ABRAHAM AND JOSEPH ABRAHAM, JR., in Volume 1251, Page 478, Real Property Records, El Paso County, Texas.
- (8) Protective covenants pertaining to general appearance of improvements contained in deed from CALVIN KESSLER AND GERALDINE J. KESSLER to ROBERT T. CANNON AND SHERI CANNON, filed of record on June 11, 1984, in Volume 1457, Page 1311, Real Property Records, El Paso County, Texas.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, 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 the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto 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 Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

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

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By: *Tracy Jerome*
Name: Tomás Gonzalez
Title: City Manager

THE STATE OF TEXAS

§
§
§

COUNTY OF EL PASO

This instrument was acknowledged before me on the 19 day of April, 2023, by
Tomás Gonzalez, City Manager of the City of El Paso.

Tracy Jerome
for



Angel Rocha
NOTARY PUBLIC, State of Texas

**HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in a Warranty Deed to the City of El Paso, Texas, of record in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE, N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 211.07 feet (record per said Kessler Industrial District Unit One: N 74°03'00" W);

THENCE S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to a concrete nail in rock wall set for the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, and being the most northerly corner of that certain 0.6629 acre parcel of land, as described in a deed to EB Silva Management LLC, of record in Document No. 2008-0025387, Deed Records of El Paso County, Texas, said Point of Beginning having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,569.01, E=437,041.07;

THENCE S 19°08'59" W, with the easterly line of the herein described parcel, being also the westerly line of said 0.6629 acre parcel, at 164.00 feet passing the most westerly corner of said 0.6629 acre parcel, being also the most northerly corner of that certain 0.3808 acre parcel of land, as described in deed to Yermoland Enterprises, Inc., of record in Document No. 2021-0054994, Deed Records of El Paso County, Texas, for a total distance of 233.46 feet (record per said Book 1799, Page 1002: S 15°57'00" W, 233.46 feet) to a concrete nail set in rock wall for the most southerly corner of the herein described parcel, and being the most westerly corner of said 0.3808 acre parcel;

THENCE N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 78.09 feet to a 5/8 inch rebar with plastic cap stamped "TX6794" set for the most westerly corner of the herein described parcel;

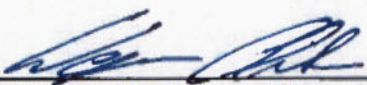
THENCE N 19°08'59" E, with the westerly line of the herein described parcel, being also the westerly line of Kessler Industrial District Unit One, being also the westerly line of said 1.1166 acre parcel, and being the easterly line of Pendale Industrial Unit B, recorded in Book 43, Page 23, Plat Records El Paso County, Texas, a distance of 211.68 feet (record per said Book 1799, Page 1002: N 15°57'00" E) to a 5/8 inch rebar found for the most northerly corner of the herein described parcel, and being the southerly right-of-way line of said Yermoland Drive;

HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly right of way line of said Yermoland Drive, a distance of 75.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E, 75.00 feet) to the **POINT OF BEGINNING**, containing 0.383 acres or 16,691 square feet of land.

Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.


Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339



LEGEND

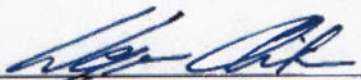
○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK.	BOOK
●	FND. SURVEY MARKER (AS NOTED)	VOL.	BOOK
△	CALCULATED CORNER	PG.	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC.	DOCUMENT
POC	POINT OF COMMENCEMENT	FND.	FOUND
POB	POINT OF BEGINNING	PDE	PRIVATE DRAINAGE EASEMENT
		PD & UE	PRIVATE DRAINAGE AND UTILITY EASEMENT
		(X)	BLOCK NUMBER
		---	UNDERLYING LOT LINE
		---	EASEMENT LINE

SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0.
3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:
 - R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11
 - R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002
4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME AND UNDER MY SUPERVISION, AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II.


 CHRISTIAN M. WEGMANN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6794



PAGE 4 OF 4

HUITT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
 El Paso, TX 79912
 PH. 915-587-4339
 Tx. Firm No. 10025603
 www.huitt-zollars.com

PROJECT: EPW-KESSLER SURVEY
 JOB #: R312685.09
 DATE: JULY, 2022
 SCALE: 1"=40'
 DRAWN: JK
 CHECKED: CMW
 PATH: C:\proj\R312685.09 - T09 - Kessler Boundary
 Survey\Survey\Ch230

PLAT OF SURVEY

0.383 ACRES (16,691SF)
 A PORTION OF LOTS 1,2 & 3, BLOCK 2
 KESSLER INDUSTRIAL DISTRICT UNIT 1
 CITY OF EL PASO,
 EL PASO COUNTY, TEXAS

**HZI Project No. R312685.09
0.075 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in Warranty Deed to the City of El Paso, Texas, recorded in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE, N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 256.07 feet (record per said Kessler Industrial District Unit 1: N74°03'00"W);

THENCE, S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, being also the southerly line of said Yermoland Drive, being also the northerly line of said 1.1166 acre parcel, and having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,583.77, E=436,998.57;

THENCE leaving said common line, over and across said 1.1166 acre parcel, the following three (3) courses and distances:

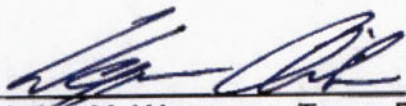
- 1) S 19°08'59" W, with the easterly line of the herein described parcel, parallel with and 30 feet distant from the westerly line of said Kessler Industrial District Unit 1, a distance of 220.40 feet to a point for the most southerly corner of the herein described parcel,
- 2) N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 15.62 feet to the most westerly corner of the herein described parcel, and
- 3) N 19°08'59" E, with the westerly line of the herein described parcel, being also the easterly line of an existing 15 foot public drainage and utility easement, as dedicated per said Kessler Industrial District Unit 1, a distance of 216.04 feet to the most northerly corner of the herein described parcel;

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly line of said Yermoland Drive, a distance of 15.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E) to the **POINT OF BEGINNING**, containing 0.075 acres or 3,273 square feet of land.

HZI Project No. R312685.09
0.075 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.



Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339



PENDALE INDUSTRIAL

UNIT B

BK. 43, PG. 23
P.R.E.P.C.T.

SNOWY POINT
ENTERPRISES NO. 2, LLC
DOC. NO. 2021-0050113
D.R.E.P.C.T.

15' PD & UE

DEED LINE

CITY OF EL PASO,
TEXAS
BK. 1821, PG. 0954
D.R.E.P.C.T.

SUBDIVISION
LINE

N19° 08' 59"E

216.04'

S19° 08' 59"W

220.40'

THE CITY OF EL PASO
(1.1166 AC)
BK. 1799, PG. 1002
D.R.E.P.C.T.

**PROPOSED 15'
EASEMENT
0.075 ACRES
3,273 SQ. FT.**

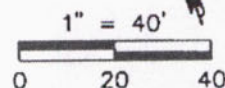
THE CITY OF EL PASO
(1.1166 AC)
BK. 1799, PG. 1002
D.R.E.P.C.T.

EB SILVA
MANAGEMENT, LLC
(0.6629 AC)
DOC. NO.
2008-0025387
D.R.E.P.C.T.

**KESSLER INDUSTRIAL
DISTRICT UNIT 1
BK. 57, PG. 11
P.R.E.P.C.T.**

YERMOLAND
ENTERPRISES, INC.
(0.3808 AC)
DOC. NO. 2021-0054994
D.R.E.P.C.T.

DEED LINE



YERMOLAND DR.

(70' ROW)

(R1: N74° 03' 00"W)

N70° 51' 01"W 256.07'

FND. 5/8"
REBAR

S19° 08' 59"W
35.00'

POC

N=10,644,532.83

E=437,251.94

FND. CITY MONUMENT

ROW

5' UE

POB

N=10,644,583.77

E=436,998.57

KESSLER DR.

(70' ROW)

S19° 08' 59"W 1584.92'
(R1: S15° 57' 00"W 1584.92')

FND. CITY
MONUMENT

CASTNER ST.
(90' ROW)

PAGE 3 OF 4

HULT~ZOLLARS INC.

5822 Cromo Drive, Suite 210

El Paso, TX 79912

PH. 915-587-4339

Tx. Firm No. 10025803

www.hult-zollars.com

PROJECT: EPW KESSLER SURVEY

JOB #: R312685.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: G:\proj\R312685.09 - 109 - Kessler Boundary
Survey\Survey\Ch33D

PROPOSED 15' WIDE EASEMENT

0.075 ACRES (3,273 SF)

A PORTION OF LOTS 1, 2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1
CITY OF EL PASO,
EL PASO COUNTY, TEXAS

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	N54° 39' 34"W	15.62'
L2	S70° 51' 01"E	15.00'

(R2): S74° 03' 00"E

LEGEND

○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK.	BOOK
●	FND. SURVEY MARKER (AS NOTED)	VOL.	BOOK
△	CALCULATED CORNER	PG.	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC.	DOCUMENT
POC	POINT OF COMMENCEMENT	FND.	FOUND
POB	POINT OF BEGINNING	PDE	PRIVATE DRAINAGE EASEMENT
		D & UE	DRAINAGE AND UTILITY EASEMENT

SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0.
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4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION, AND THAT IT IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED ON THE GROUND.



CHRISTIAN M. WEGMANN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6794



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HUITT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
El Paso, TX 79912
PH. 915-687-4339
Tx. Firm No. 10025603
www.huilt-zollars.com

PROJECT: EPW KESSLER SURVEY
JOB #: R312685.09
DATE: JULY, 2022
SCALE: 1"=40'
DRAWN: JK
CHECKED: CMW
PATH: G:\proj\R312685.09 - 109 - Kessler Boundary
Survey\Survey\Ch330

PROPOSED 15' WIDE EASEMENT
0.075 ACRES (3,273 SF)
A PORTION OF LOTS 1,2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1
CITY OF EL PASO,
EL PASO COUNTY, TEXAS