




TO: Roberta Brito
Assistant City Attorney

FROM: Alex Vidales 
Real Estate Manager

THRU: Alma De Anda 
Utility Land and Water Rights Manager

DATE: March 1, 2021

SUBJECT: Placement of Item on City Council Agenda
City Council authorizing the City Manager to sign Contract of Sale and Special Warranty Deed conveying 0.2796 acres of land more or less, being described as a portion of Tract 1-B-3-A-2 and Tract 1-U-1, Block 5, Ascarate Grant, El Paso County, Texas

This is a request for review and approval of the documents necessary to place an item on the City Council agenda for approval of the above referenced sale of property from the City of El Paso to Snap Partners, L.P. All the standard documents are attached including the DHS form, proposed Ordinance, Special Warranty Deed, and Contract of Sale.

The subject property is City of El Paso property managed and controlled by the El Paso Water Utilities - Public Service Board (EPWater). The Public Service Board determined the land inexpedient to the water system and was forwarded to City staff for consideration as required by the Joint Resolution between the City and EPWater. City staff reviewed and approved the sale. We would like to place this item on City Council agenda for introduction and public hearing for approval of the sale.

Also attached are the following documents:

- Attachment A - DHS
- Attachment B - Ordinance
- Attachment C - Special Warranty Deed
- Attachment D - Contract of Sale
- Attachment E - Title Commitment

The wording of the Ordinance should be as follows:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE, SPECIAL WARRANTY DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY 0.2796 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS A PORTION OF TRACT 1-B-3-A-2, AND TRACT 1-U-1, BLOCK 5, ASCARATE GRANT, EL PASO COUNTY, TEXAS, TO SNAP PARTNERS, L.P.

(District 7) El Paso Water Utilities, Alex Vidales, 915.594.5636.

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

DEPARTMENT: El Paso Water Utilities Public - Service Board (EPWater)

AGENDA DATE: Introduction - _____, 2021
Public Hearing - _____, 2021

CONTACT PERSON/PHONE: Alex Vidales, EPWater Real Estate Manager, 915.594.5636

DISTRICT(S) AFFECTED: N/A.

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Contract of Sale with SNAP PARTNERS, LP for the sale of 0.2796 acres of land more or less, being described as a portion of Tract 1-B-3-A-2 and Tract 1-U-1, Block 5, Ascarate Grant, El Paso County, Texas. (District 7)
EPWater, Alex Vidales, 915.594.5636

BACKGROUND / DISCUSSION:

This parcel of land is owned by the City of El Paso and managed by the El Paso Water Utilities - Public Service Board (EPWU/PSB). On November 4, 2020, the Public Service Board declared the property inexpedient to the water system and that the President/CEO of El Paso Water be authorized to proceed in the manner approved by the Board and in accordance with the terms and conditions specified by the Board, and thereafter to forward to the City of El Paso a recommendation to sell the property, and to sign any and all documents necessary to complete the sale of the property.

PRIOR COUNCIL ACTION:

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

On November 27, 2020, El Paso City Council approved the sale of approximately 0.7683 acres to Black Sea Acquisitions, LP.

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On November 4, 2020, the El Paso Water Utilities - Public Service Board declared the property inexpedient to the system and authorized the President/CEO to sell the property.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT ALEX VIDALES TO PICK UP THE DOCUMENTS @594.5636. THANK YOU.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE, SPECIAL WARRANTY DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY 0.2796 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS A PORTION OF TRACT 1-B-3-A-2 AND TRACT 1-U-1, BLOCK 5, ASCARATE GRANT, EL PASO COUNTY, TEXAS, TO SNAP PARTNERS. L.P.

WHEREAS, the El Paso Water Utilities Public Service Board (EPWU/PSB) holds certain real properties in its land inventory that are owned by the City of El Paso but are under the management and control of EPWU/PSB; and,

WHEREAS, SNAP Partners, L.P. submitted a request to purchase property for additional parking purposes, and such property is contained within EPWU/PSB land inventory; and,

WHEREAS, at its regular meeting on November 4, 2020, the Public Service Board determined 0.2796 acres of land more or less, being described as a portion of Tract 1-B-3-A-2 and Tract 1-U-1, Block 5, Ascarate Grant, El Paso County, Texas, to be inexpedient to the water system and authorized the President/CEO of El Paso Water to forward the recommendation to the El Paso City Council for the sale of the identified property; and,

WHEREAS, Section 272.001(b) (1) of the Texas Local Government Code provides for an exception to the bidding requirements for narrow strips of land, or land that because of their shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances and allows such lands to be sold to the abutting property owner; and,

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 Contract of Sale, Special Warranty Deed, and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following property to SNAP Partners, L.P.:

0.2796 acres of land more or less, being described as a portion of Tract 1-B-3-A-2 and Tract 1-U-1, Block 5, Ascarate Grant, El Paso County, Texas, and more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____, 2021.

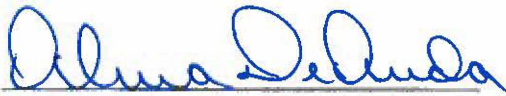
CITY OF EL PASO

Oscar Leeser,
Mayor

ATTEST:


Laura D. Prine,
City Clerk

APPROVED AS TO CONTENT:




Alma De Anda,
Utility Land and Water Rights Manager

APPROVED AS TO FORM:



Omar De La Rosa,
Assistant City Attorney

APPROVED AS TO FORM:



Daniel Ortiz,
General Counsel

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: _____, 2021

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

Grantee: SNAP PARTNERS, LP
ATTN: STEVE FOX
11165 Gateway West
EL PASO, TEXAS 79935

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 portion of Tract 1-B-3-A-2 and Tract 1-U-1, Block 5, Ascarate Grant, El Paso County, Texas as shown in Exhibit A attached hereto and made a part hereof 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 that are necessary for the Grantee to exercise the rights conveyed under this Special Warranty Deed; and

Exceptions to Conveyance and Warranty:

1. All leases, grants, exceptions, land reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
2. Claims by the Tigua Indian Tribe of the Ysleta del Sur Pueblo, as evidenced by that certain Affidavit concerning filing of Notice of Claim to the Ysleta Grant and Aboriginal Title Areas, executed by Julian Granillo, Governor of the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, dated April 12, 1993, filed on April 16, 1993 in Volume 2553, Page 1958, of the 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**

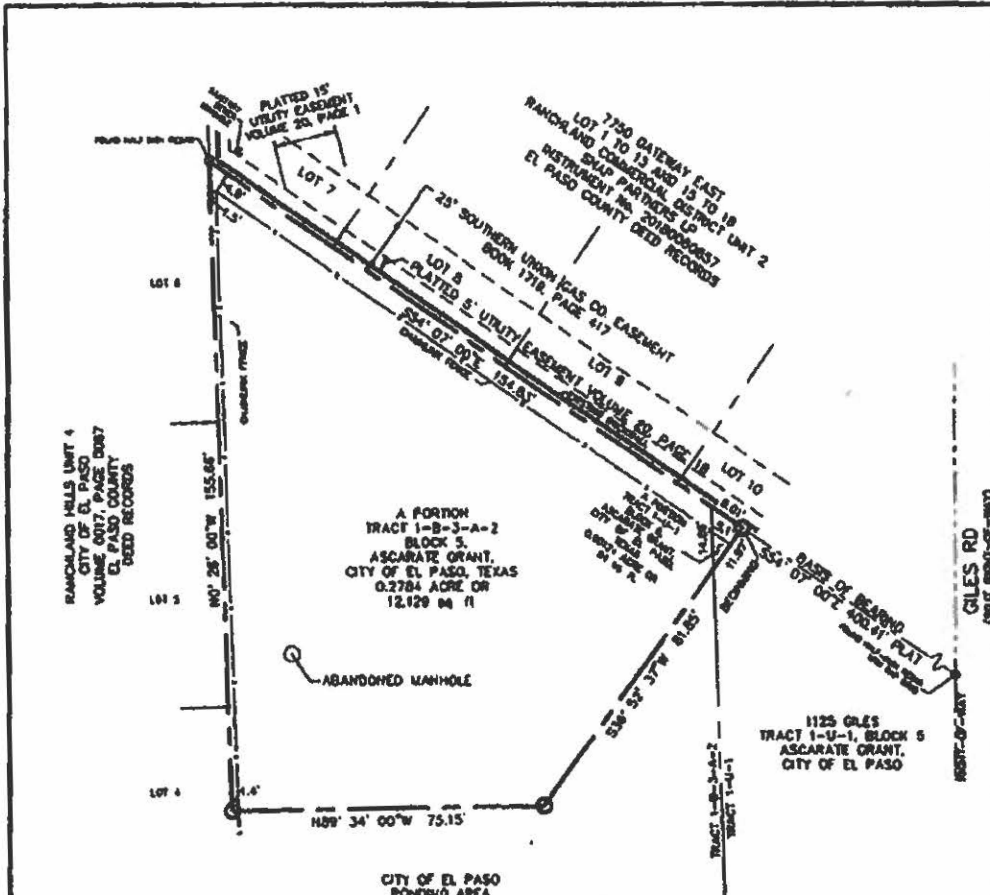
By: _____
Name: Tomás Gonzalez
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2021, by
Tomás Gonzalez, City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

Exhibit A



CITY OF EL PASO
PONDING AREA



- NOTES**
1. THE BASE OF BEARING CONFORMS TO THREE BEARINGS FOUND IN A PLAT FOR RANCHLAND COMMERCIAL DISTRICT UNIT 2 AS FILED IN VOLUME 20, PAGE 18 PLAT RECORDS OF EL PASO COUNTY, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.
 2. THIS SURVEY WAS PERFORMED FOR THE BENEFIT OF SNAP PARTNERS LP.
 3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 4. THIS PROPERTY LIES WITHIN FLOOD HAZARD ZONE "X", AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, CITY OF EL PASO, FEBRUARY 08, 2020, COMMUNITY NO. 48024, PAGE NUMBER 004 C.
 5. VISIBLE UTILITIES WERE LOCATED AND ARE SHOWN HEREIN WHETHER PUBLIC OR PRIVATE.
 6. THIS SURVEY CONFORMS TO THE GENERAL RULES OF PROCEDURE AND PRACTICES LISTED IN SECTION 683.15 THROUGH 683.21 PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.
 7. LAND SURVEYING IS UNDER THE JURISDICTION OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING. COMPLAINTS REGARDING SURVEYING SERVICES MAY BE ADDRESSED TO: 11100 PARK 20 CIRCLE, BUILDING A, SUITE 104, MC-330, AUSTIN, TEXAS 78753. PHONE (512) 230-2363.
 8. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 2A, CONDITION 2, PLAT LAND SURVEY.
 9. THIS PLAT OF SURVEY FOLLOWS A FIELD NOTE DESCRIPTION OF EQUAL DATE.

I, James D. Whitaker, a Registered Professional Land Surveyor, certify this plat is a correct representation of the facts found at the time of a ground survey performed by me or under my supervision on the date of my survey.

SET HALF INCH REINFORCING BARS WITH A PLASTIC CAP STAMPED Q-3NO FL. RFLS 6479, LLC UNLESS OTHERWISE SHOWN.

Field 12/18/19 Book 007 Pg. 004

G.C. ENGINEERING, I.L.C.
1901 ARIZONA, SUITE 201
EL PASO, TX 79902
(915) 399-5111
INFO@G-C-ENG.COM
DPLS 7-1914079

PARKING LOT EASEMENT
A PORTION OF TRACT 1-B-3-A-2,
AND A PORTION OF TRACT 1-U-1,
BLOCK 5
ASCARATE GRANT
EL PASO COUNTY, TEXAS,
CONTAINING
0.2784 ACRE OR 12,183 sq. ft. OF LAND
MORE OR LESS.
SNAP PARTNERS LP

DATE 7/16/2020

James D. Whitaker
James D. Whitaker
Texas Registration Number: 5679
09/23/20

Field Note Description for a Parking Lot Easement containing 0.2796 Acres of land, being a Portion of Tract 1-B- 3-A-2, and a Portion of Tract 1-U-1, Block 5, Ascarate Grant, El Paso County, Texas

A field note description of 0.2796 acre or 12,183 square feet parcel or tract of land, being 0.2784 acre or 12,129 square feet portion of Tract 1-B-3-A-2 and a 0.00124 acre or 54 square feet portion of Tract 1-U-1, Block 5, Ascarate Grant and lying within the corporate limits of El Paso County, Texas. The said parcels of land are part of the City of El Paso Storm Drainage System, El Paso County, Texas.

The Basis of Bearings are based on those bearing depicted on the plat of Ranchland Commercial District Unit 2, recorded in volume 20, page 18 found in the El Paso County Plat Records located in the City of El Paso, Texas. The parcel or tract of land is being more particularly described by metes and bounds as follows:

Beginning at a half-inch reinforcement bar with a cap stamped TX 5679 G-3NG set on the most easterly of the 0.2796 acre being described, from which a found rebar bears the following course;

Thence, South 54°07'00" East, a distance of 400.41 feet to a found half-inch rebar with a cap stamped TX 6085 for a corner on the westerly Right-of-Way of Giles Road (90' Right-of-Way);

Thence from the beginning, South 36°52'37" West, a distance of 81.85 feet to a half-inch reinforcement bar with a cap stamped TX 5679 G-3NG set for a corner;

Thence, North 89°34'00" West, a distance of 75.15 feet to a half-inch reinforcement bar with a cap stamped TX 5679 G-3NG set for a corner;

Thence, North 00°26'00" West, a distance of 155.66 feet to a found half-inch rebar with no cap found on the most northerly corner of a said City of El Paso Ponding Area.

Thence, South 54°07'00" East, a distance of 154.83 feet to the Beginning and containing 0.2796 acres or 12,183 square feet of land more or less.

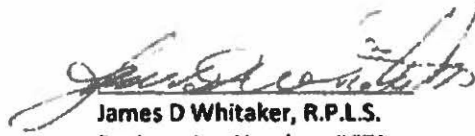


Field Note Description for a Parking Lot Easement containing 0.2796 Acres of land, being a Portion of Tract 1-B- 3-A-2, and a Portion of Tract 1-U-1, Block 5, Ascarate Grant, El Paso County, Texas

This field note description follows a plat of survey of equal date.

I, James D. Whitaker, a Registered Professional Land Surveyor, certify this field note description and accompanying survey plat is a representation of the facts found at the time of a ground survey performed by me or under my supervision on the date shown herein.

September 23, 2020



James D Whitaker, R.P.L.S.
Registration Number: 5679

This field note description was prepared
For the benefit of SNAP PARTNERS LP
This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 2, T.S.P.S. Land Title Survey.

TXBPE F-14940
TXBPLS F-10194079

G3 Engineering, LLC
1901 Arizona Suite 205 | El Paso, TX 79902
(915) 209-5141 | (915) 503-1969 Fax | info@G-3ng.com



STATE OF TEXAS §

CONTRACT OF SALE

COUNTY OF EL PASO §

This Contract of Sale ("*Agreement*") is entered into by and between the CITY OF EL PASO, a Texas municipality, through the EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, a component unit of the City of El Paso (hereinafter referred to as "*EPWater*" or "*Seller*") and SNAP PARTNERS, LP., a Texas limited partnership (hereinafter referred to as "*Buyer*").

RECITALS

WHEREAS, EPWater owns approximately 11.461-acres of real property located in El Paso, Texas, and legally described as Tract 1-B-3-A-2 and Tract 1-U-1, Block 5, Ascarate Grant, El Paso, El Paso County, Texas;

WHEREAS, EPWater wishes to sell approximately 0.2796 acres of the real property, (hereinafter the "*Property*") to Buyer, and Buyer wishes to purchase the Property on the terms set forth herein; and

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, and for the mutual benefit of EPWater and Buyer, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Effective Date.** As used herein, "*Effective Date*" shall mean the date of the approval of City Council of an Ordinance authorizing the City Manager to sign all documents necessary for the sale of the Property and Seller providing a copy of said approval to the Buyer and Title Company.
2. **Description of Property.** EPWater hereby agrees to sell and convey and the Buyer hereby agrees to acquire the following described real property located in El Paso County, Texas:

A portion of Tract 1-B-3-A-2 and a portion of Tract 1-U-1, block 5, Ascarate Grant, El Paso, El Paso County, Texas and being more particularly described in Exhibit "A", attached hereto and incorporated fully herein by reference,

together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest of EPWater in and to all easements, appurtenances, and right-of-way's, 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.

3. **Radioactive Materials.** Any conveyance of this Property will be subject to a restrictive covenant in the Deed to the effect that Buyer, its successors or assigns, will not, in violation of any applicable laws, discard, place, or store upon such land, any radioactive material or other materials which would contaminate or otherwise damage the ground water supply or resources of EPWater.

4. **Surveys.** Buyer accepts responsibility for conducting its own archeological and environmental surveys of the Property. Mitigation of any conditions on the Property, including archeological sites or, without limitations, adverse environmental conditions, shall be at the expense of Buyer who shall take the Property subject to all existing conditions. Buyer 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.
5. **Easements.** Easements for water and wastewater lines, if not located in public streets, shall be provided at no cost to the City of El Paso and/or EPWater in a location and in form approved by Buyer. Buyer acknowledges the public necessity of easements for water and wastewater lines and hereby agrees not to unreasonably withhold or delay the approval of such easements.
6. **General Development Requirements:**
 - A. Buyer is responsible for all costs necessary for the development of the Property, including without limitation, re-zoning, re-platting and the removal of any restrictions or covenants.
 - B. Buyer shall be required to make use of Low Impact Development Practices ("**LID**"). The drainage must follow low impact practices for the development of the Property and shall be reviewed and approved by the City of El Paso. The LID standards shall promote the following measures:
 1. Encourage drainage conservation measures.
 2. Promote impact minimization techniques such as impervious surface reduction.
 3. Provide for strategic runoff timing by slowing flow using the landscape.
 4. Use an array of integrated management practices to reduce and cleanse runoff.
 5. Advocate pollution prevention measures to reduce the introduction of pollutants to the environment.
7. **Groundwater.** All ground water, water rights, or rights to surface water shall be reserved to EPWater and will be subject to all easements, restrictions, reservations, rights of way, dedications and other encumbrances of record or apparent upon the Property. Buyer will not have the right to drill a well and produce therefrom any quantity of groundwater. The reservation of water rights will include a waiver of EPWater's right to use the surface of the Property for or in relation to the exploration or production of the reserved water rights.
8. **Feasibility Period.** Beginning on the Effective Date, EPWater hereby grants to Buyer a thirty (30) day feasibility study time to make its inspections ("**Feasibility Period**"). Buyer may terminate the Agreement on or before the end of the Feasibility Period and the parties will have no further obligations under this Agreement, provided however, that EPWater shall retain the Earnest Money as consideration for EPWater's right to terminate as set forth herein.
9. **Amount of Payment of Purchase Price.** The purchase for the Property shall be TWENTY-SEVEN THOUSAND THREE-HUNDRED SEVENTY-THREE DOLLARS AND ZERO

CENTS (\$27,373.00). Additionally, Buyer will pay all Closing costs, as further specified in Section 14.2. The term "*Closing*" herein means the closing of this transaction, as further defined in Section 14.

9.1 **Payment of Sales Price.** The full amount of the purchase price will be payable in cash to Seller at the Closing.

9.2 **Earnest Money.** The PSB acknowledges the receipt of earnest money (the "Earnest Money") paid to the PSB by the Buyer in the amount of ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00) which will be credited to the purchase price at the time of-Closing.

10. **Conditions to the Buyer's Obligations.** The obligations of the Buyer hereunder are subject to the following conditions, any of which may only be expressly waived, in whole or in part, in writing by the Buyer, at or prior to Closing. In the event any of the conditions are not satisfied on or before the Closing, Buyer may, in its sole discretion, terminate this Agreement. Should Buyer terminate this Agreement, the Seller shall retain the Earnest Money.

10.1 **Title Insurance.** The Buyer at its sole cost and expense will order a title commitment ("*Commitment*") from WestStar Title, 641 N. Stanton, El Paso, Texas 79901 (the "*Title Company*"), accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property in the amount of the Purchase Price (the "*Owner's Policy*"). The Buyer will provide copies of the Commitment and all recorded documents affecting the Property promptly upon its receipt of the same, but in any event, within three (3) days of the Effective Date.

10.2 **Title Objections.** The Buyer will give EPWater written notice after it receives the Commitment that the condition of the title set forth in the Commitment is or is not satisfactory. In the event the Buyer states that the condition is not satisfactory, the Buyer will specifically set forth in such notice the defect or exception to title that is deemed objectionable. EPWater may promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.

11. **Representations of EPWU.** EPWater hereby represents, to the extent allowed by law, to the Buyer, that to the best of its knowledge, as follows:

11.1 **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, tenants at sufferance.

11.2 **Mechanic's Lien.** (i) No action has been taken, suffered or permitted by or on behalf of EPWater, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein; and (ii) no liens or lien claims, choate or inchoate, arising from EPWater's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property; and (iii) except as expressly

disclosed in the documents relating to this transaction, EPWater 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 EPWater.

11.3 Litigation. There is no pending or contemplated 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.

11.4 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 EPWater's ownership.

11.5 Compliance with the Law. All laws, ordinances, rules and regulations of any Government or any agency, body or subdivision thereof, bearing in EPWater's ownership, sale, and development of the Property, have been complied with.

11.6 Taxes. There are no ad valorem taxes due and owing related to the Property. While the Seller owned the Property, the Property was exempt from ad valorem taxes.

11.7 Pre-Closing Claims. EPWater agrees that the Buyer's acceptance of title to the Property under the conveyance documents should not create any liability on the Buyer's part to third parties that have claims of any kind against EPWater in connection with the Property.

11.8 Condition of Property Prior to Closing. Prior to Closing, EPWater shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the Buyer.

11.9 "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 PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS TO THE WARRANTY OF TITLE AND THE EXPRESS 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 NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, 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

OR TO BE PROVIDED BY THE SELLER OTHER THAN AS REGARDS TO THE EXISTING EPWATER EASEMENTS AND THE EPWATER PIPELINES AND EQUIPMENT WITHIN SUCH EASEMENTS. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED 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. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE SELLER AND PURCHASED BY THE BUYER SUBJECT TO THE FOREGOING.

11.10 ENVIRONMENTAL MATTERS. AFTER CLOSING, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, 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, TO THE EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND RELEASE THE CITY AND ITS EPWATER FROM LIABILITY FOR ANY LATENT DEFECTS FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

12. **Buyer's use.** The Buyer represents to EPWater that it intends to use the Property for an additional parking lot in accordance with and will comply with all City, State and Federal Law and/or Ordinances, and the statutory mission of Buyer.
13. **No Condemnation or Public Works Affecting the Property.** To Seller's knowledge, there are no pending condemnation proceedings affecting the Property and no planned road, highway or other public works projects planned that affect the Property or would impact, limit, or restrict Buyer's intended use as stated in 4.11 above.
14. **Closing.** The Closing of this transaction shall take place at the offices of the Title Company within fifteen (15) days after the expiration of the Feasibility Period.
 - 14.1 **Possession.** Possession of the Property will be transferred to the Buyer upon Closing.
 - 14.2 **Closing Costs.**

- (a) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer shall be paid by the Buyer.
- (b) Any and all Premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property, shall be paid by the Buyer.
- (c) Buyer will pay any and all Escrow Fees.

14.3 **EPWater's Obligations.** At Closing, EPWater shall deliver to the Buyer a duly executed and acknowledged Special Warranty Deed conveying the Property and any related easements, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for (i) ad valorem taxes for the year of Closing, if any, which shall be prorated to the date of Closing, and assumed by the Buyer upon Closing, and (ii) other exceptions set forth in the Title Policy which the Buyer shall review pursuant to Section 10 above.

14.4 **Other Obligations.** Each party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate this transaction.

15. **Default.**

15.1 **Breach by Seller.** In the event that the Seller shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except for Buyer's default, and such default continues for more than ten (10) days after written notice from Buyer, then Buyer may at its option (i) terminate this Agreement and the Earnest Money shall be returned to Buyer and the Parties shall have no further obligations to each other under this Agreement; or (ii) Buyer may seek specific performance to the extent permitted by applicable law and the Constitution of the State of Texas.

15.2 **Breach by the Buyer.** In the event that the Buyer shall fail to fully and timely perform any of its obligations under this Agreement or shall fail to consummate the sale of the Property for any reason, except for EPWater's default, and such default continues for more than ten (10) days after written notice from Seller, then Seller may as its sole and exclusive remedy terminate this Agreement and receive the full amount of the Earnest Money. Seller expressly waives the remedies of specific performance and additional damages for such default by Buyer. **SELLER AND BUYER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT THE EARNEST MONEY IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM A DEFAULT BY BUYER IN ITS OBLIGATIONS UNDER THIS AGREEMENT. SELLER AND BUYER FURTHER AGREE THAT THIS SECTION 15.2 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE TO SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST BUYER BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY BUYER OF ITS OBLIGATION TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

16. **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties:

SELLER:
CITY OF EL PASO
EL PASO WATER UTILITIES PUBLIC
SERVICE BOARD
ATTN: MARCELA NAVARTETE
VICE PRESIDENT
1154 HAWKINS BLVD.
EL PASO, TX 79925

BUYER:
SNAP PARTNERS, LP
ATTN: STEVE FOX
11165 GATEWAY WEST
EL PASO, TX 79935

Any party has the right to change its address, facsimile numbers, or electronic mail address for notice hereunder to any other location within the continental United States by giving notice to the other party of such new address at least 30 days prior to the effective date of such new address.

17. **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.
18. **Time.** Time is of the essence of this Agreement and each and every provision hereof.
19. **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.
20. **Survival of Provisions.** The terms contained in this Agreement, including without limitation, representations, warranties, covenants and agreements of the parties, 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.
21. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
22. **Compliance.** In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should have the title abstract or Title Commitment covering the Property examined by an attorney of its own selection.

Executed on this 10th day of February, 2021.

SELLER:

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

By Marcela Navarrete

Marcela Navarrete

Vice President

APPROVED AS TO CONTENT:

Alma De Anda

Alma De Anda

Utility Land and Water Rights Manager

APPROVED AS TO FORM:

Michaela Ainsa Grambling

Michaela Ainsa Grambling

Assistant General Counsel

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the 10th day of February, 2021, by
Marcela Navarrete, Vice President of El Paso Water Utilities Service Board.

My Commission Expires

August 12, 2024



Monte B. Ortega
Notary Public, State of Texas

(Additional Seller Signature on Following Page)

Executed on this ____ day of _____, 2021.

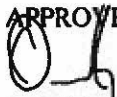
SELLER:

**CITY OF EL PASO
A Municipal Corporation**

By: _____
Tomas Gonzalez, City Manager

Executed on: _____

APPROVED AS TO FORM:



Omar De La Rosa,
Assistant City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2021, by
Tomas Gonzalez, City Manager of the City of El Paso.

My Commission Expires:

Notary Public, State of Texas

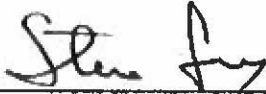
(Buyer Signature Begins on Following Page)

Executed on this ____ day of _____, 2021.

BUYER:

SNAP PARTNERS, LP,
a Texas limited partnership

By: SNAP Managers, LLC,
a Texas limited partnership
Its: General Partner

By: 
Name: Steve Fox
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2021, by Steve Fox, as President of SNAP Managers, LLC, General Partner of SNAP PARTNERS, LP., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires:
8.20.2023


Notary Public, State of Texas

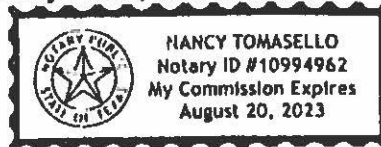
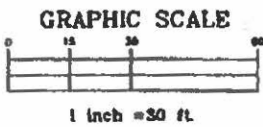
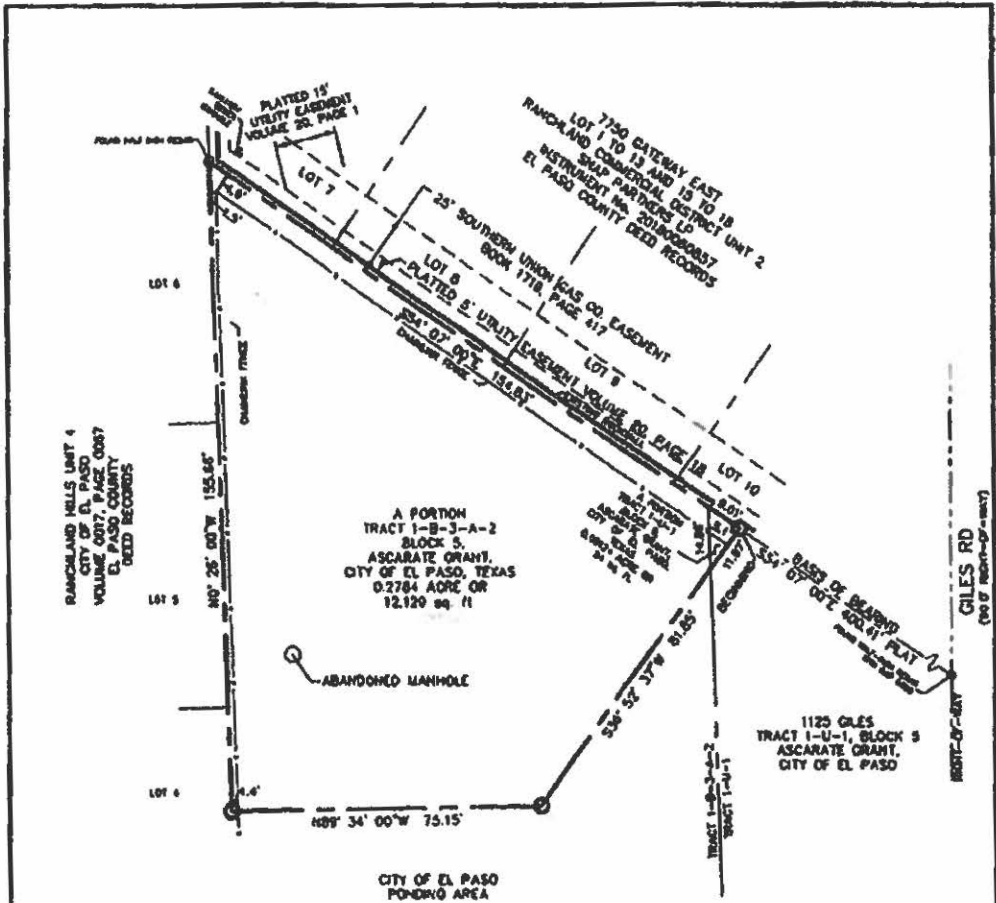


Exhibit A

A portion of Tract 1-B-3-A-2 and a portion of Tract 1-U-1, Block 5, Ascarate Grant, El Paso, El Paso County, Texas



- NOTES**
1. THE BASIS OF BEARING CONFORMS TO THOSE BEARINGS FOUND ON A PLAT FOR RANGLAND COMMISSION, DISTRICT UNIT 2 AS FILED IN VOLUME 26, PAGE 18 PLAT RECORDS OF EL PASO COUNTY, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.
 2. THIS SURVEY WAS PERFORMED FOR THE BENEFIT OF SHAP PARTNERS LP.
 3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 4. THIS PROPERTY LIES WITHIN FLOOD HAZARD ZONE "A", AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, CITY OF EL PASO, FEBRUARY 68, ZONE, COMMUNITY NO. 48294, FIRM, NUMBER 5041 G.
 5. VISIBLE UTILITIES WERE LOCATED AND ARE SHOWN HEREIN WHETHER PUBLIC OR PRIVATE.
 6. THIS SURVEY CONFORMS TO THE GENERAL RULES OF PROCEDURE AND PRACTICES LISTED IN SECTION 663.11 THROUGH 663.21 PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.
 7. LAND SURVEYORS IS UNDER THE JURISDICTION OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS. COMPLAINTS REGARDING SURVEYOR SERVICES MAY BE ADDRESSED TO: 19190 PARK 35 CIRCLE, SUITE 4, SUITE 130, MC-230, AUSTIN, TEXAS 78753, PHONE (512) 530-2363.
 8. THIS SURVEY SUBSTANTIALLY COMPLETES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CATEGORY 2, F.L.S. LAND TITLE SURVEY.
 9. THIS PLAT OF SURVEY FOLLOWS A FIELD NOTE DESCRIPTION OF CRUAL DATE.

I, James D. Whitaker, a Registered Professional Land Surveyor, certify this plat is a correct representation of the facts found at the time of a ground survey performed by me or under my supervision on the date of our bench.

SET HALF INCH REINFORCING BAR WITH A PLASTIC CAP STAMPED 0-3NO 1X. RPLS 5476, ILC UNLESS OTHERWISE SHOWN.

FILED 12/18/19 Book 307 Pg. 004

G.C. ENGINEERING, I.L.C.
 1901 ARIZONA, SUITE 203
 EL PASO, TX 79903
 (915) 208-9141
 INFO@G-C-ENG.COM
 TEL# 7-1044079

PARKING LOT EASEMENT
 A PORTION OF TRACT 1-B-3-A-2,
 AND A PORTION OF TRACT 1-U-1,
 BLOCK 5
 ASCARATE GRANT
 EL PASO COUNTY, TEXAS.
 CONTAINING
 0.2788 ACRE OR 12,183 sq.ft. OF LAND
 MORE OR LESS.
 SHAP PARTNERS LP.

James D. Whitaker
 James D. Whitaker
 Texas Registration Number: 5679
 02/25/20

Field Note Description for a Parking Lot Easement containing 0.2796 Acres of land, being a Portion of Tract 1-B- 3-A-2, and a Portion of Tract 1-U-1, Block 5, Ascarate Grant, El Paso County, Texas

A field note description of 0.2796 acre or 12,183 square feet parcel or tract of land, being 0.2784 acre or 12,129 square feet portion of Tract 1-B-3-A-2 and a 0.00124 acre or 54 square feet portion of Tract 1-U-1, Block 5, Ascarate Grant and lying within the corporate limits of El Paso County, Texas. The said parcels of land are part of the City of El Paso Storm Drainage System, El Paso County, Texas.

The Basis of Bearings are based on those bearing depicted on the plat of Ranchland Commercial District Unit 2, recorded in volume 20, page 18 found in the El Paso County Plat Records located in the City of El Paso, Texas. The parcel or tract of land is being more particularly described by metes and bounds as follows:

Beginning at a half-inch reinforcement bar with a cap stamped TX 5679 G-3NG set on the most easterly of the 0.2796 acre being described, from which a found rebar bears the following course;

Thence, South 54°07'00" East, a distance of 400.41 feet to a found half-inch rebar with a cap stamped TX 6085 for a corner on the westerly Right-of-Way of Giles Road (90' Right-of-Way);

Thence from the beginning, South 36°52'37" West, a distance of 81.85 feet to a half-inch reinforcement bar with a cap stamped TX 5679 G-3NG set for a corner;

Thence, North 89°34'00" West, a distance of 75.15 feet to a half-inch reinforcement bar with a cap stamped TX 5679 G-3NG set for a corner;

Thence, North 00°26'00" West, a distance of 155.66 feet to a found half-inch rebar with no cap found on the most northerly corner of a said City of El Paso Ponding Area.

Thence, South 54°07'00" East, a distance of 154.83 feet to the Beginning and containing 0.2796 acres or 12,183 square feet of land more or less.

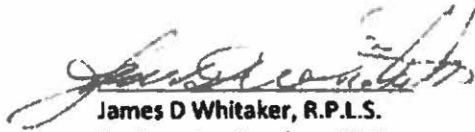


Field Note Description for a Parking Lot Easement containing 0.2796 Acres of land, being a Portion of Tract 1-B- 3-A-2, and a Portion of Tract 1-U-1, Block 5, Ascarate Grant, El Paso County, Texas

This field note description follows a plat of survey of equal date.

I, James D. Whitaker, a Registered Professional Land Surveyor, certify this field note description and accompanying survey plat is a representation of the facts found at the time of a ground survey performed by me or under my supervision on the date shown herein.

September 23, 2020



James D Whitaker, R.P.L.S.
Registration Number: 5679

This field note description was prepared
For the benefit of SNAP PARTNERS LP
This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 2, T.S.P.S. Land Title Survey.

TXBPE F-14940
TXBPLS F-10194079

G-3 Engineering, LLC
1901 Arizona Suite 205 | El Paso, TX 79902
(915) 209-5141 | (915) 503-1969 Fax | info@G-3ng.com



THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

We FIDELITY NATIONAL TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Countersigned:

By: 
Authorized Officer or Agent

WestStar Title, LLC
641 N. Stanton
Suite 200
El Paso, TX 79901
Tel: 915-779-0500
Fax: 915-775-9951



FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:



Randy R. Quirk

President

Attest:



Marjorie Nemzura

Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

TEXAS TITLE INSURANCE INFORMATION

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

--**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also

be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

--**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

--**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-(800) 442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Signature

Date

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **December 3, 2020, 5:00 pm**

GF No. **202221-COM**

Commitment No. _____, issued **December 21, 2020,**

1. The policy or policies to be issued are:

- a. **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
**PROPOSED INSURED: City of El Paso on behalf of the El Paso Water
Utilities-Public Service Board**
- b. **TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)**
Policy Amount:
PROPOSED INSURED:
- c. **LOAN POLICY OF TITLE INSURANCE (Form T-2)**
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- d. **TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE
(Form T-2R)**
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- e. **LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN
(Form T-13)**
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
- f. **OTHER**
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
CITY OF EL PASO

4. Legal description of land:

A 12.129 acre portion, more or less, out of Tract 1-B-3-A-2 and Tract 1-U-1, Block 5, ASCARATE GRANT, in El Paso County, Texas according to the resurvey of said ASCARATE GRANT made by El Paso County, Texas for tax purposes and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Field Note Description for a Parking Lot Easement containing 0.2796 Acres of land, being a Portion of Tract 1-B-3-A-2, and a Portion of Tract 1-U-1, Block 5, Ascarate Grant, El Paso County, Texas

A field note description of 0.2796 acre or 12,183 square feet parcel or tract of land, being 0.2784 acre or 12,129 square feet portion of Tract 1-B-3-A-2 and a 0.00124 acre or 54 square feet portion of Tract 1-U-1, Block 5, Ascarate Grant and lying within the corporate limits of El Paso County, Texas. The said parcels of land are part of the City of El Paso Storm Drainage System, El Paso County, Texas.

The Basis of Bearings are based on those bearing depicted on the plat of Ranchland Commercial District Unit 2, recorded in volume 20, page 18 found in the El Paso County Plat Records located in the City of El Paso, Texas. The parcel or tract of land is being more particularly described by metes and bounds as follows:

Beginning at a half-inch reinforcement bar with a cap stamped TX 5679 G-3NG set on the most easterly of the 0.2796 acre being described, from which a found rebar bears the following course;

Thence, South 54°07'00" East, a distance of 400.41 feet to a found half-inch rebar with a cap stamped TX 6085 for a corner on the westerly Right-of-Way of Giles Road (90' Right-of-Way);

Thence from the beginning, South 36°52'37" West, a distance of 81.85 feet to a half-inch reinforcement bar with a cap stamped TX 5679 G-3NG set for a corner;

Thence, North 89°34'00" West, a distance of 75.15 feet to a half-inch reinforcement bar with a cap stamped TX 5679 G-3NG set for a corner;

Thence, North 00°26'00" West, a distance of 155.66 feet to a found half-inch rebar with no cap found on the most northerly corner of a said City of El Paso Ponding Area.

Thence, South 54°07'00" East, a distance of 154.83 feet to the Beginning and containing 0.2796 acres or 12,183 square feet of land more or less.

EXHIBIT A

TXBPE F-14940
TXBPLS F-10194079

G-3 Engineering, LLC
1901 Arizona Suite 205 | El Paso, TX 79902
(915) 209-5141 | (915) 503-1969 Fax | info@G-3ng.com



Field Note Description for a Parking Lot Easement containing 0.2796 Acres of land, being a Portion of Tract 1-B- 3-A-2, and a Portion of Tract 1-U-1, Block 5, Ascarate Grant, El Paso County, Texas

This field note description follows a plat of survey of equal date.

I, James D. Whitaker, a Registered Professional Land Surveyor, certify this field note description and accompanying survey plat is a representation of the facts found at the time of a ground survey performed by me or under my supervision on the date shown herein.

September 23, 2020


James D Whitaker, R.P.L.S.
Registration Number: 5679

This field note description was prepared
For the benefit of SNAP PARTNERS LP
This survey substantially complies with the current Texas Society of Professional Surveyors Manual of
Practice requirements for a Category 1A, Condition 2, T.S.P.S. Land Title Survey.

TXBPE F-14940
TXBPLS F-10194079

G Engineering, LLC
1901 Arizona Suite 205 | El Paso, TX 79902
(915) 209-5141 | (915) 503-1969 Fax | info@G-3ng.com



EXHIBIT A

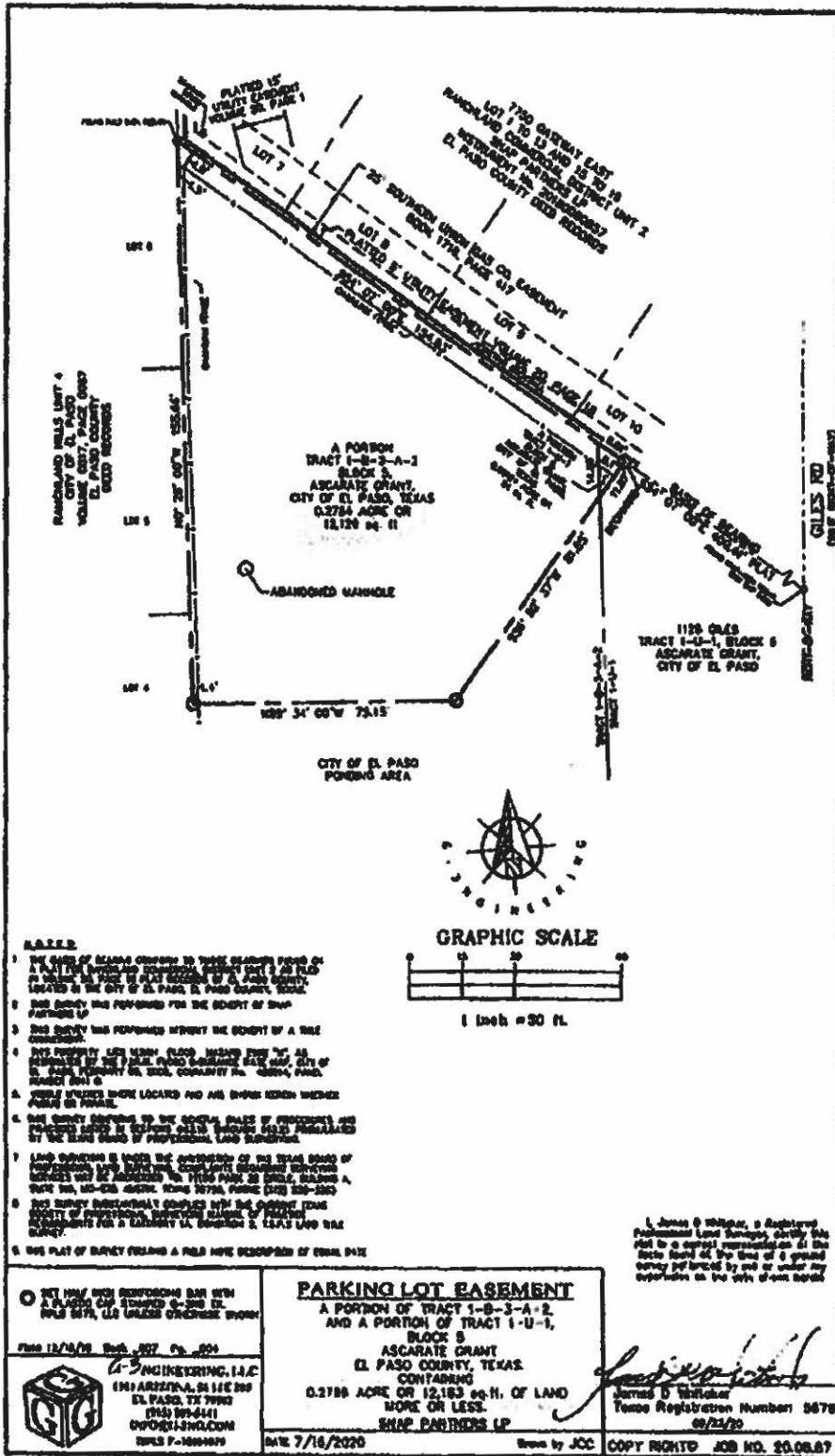


EXHIBIT A

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. **Company has approved the current land title survey and upon request, and payment of any promulgated premium, this item will be amended in the policy(ies) to be issued to read: 'shortages in area'.**
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2021**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. **Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)**

9. **The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).**

10. **The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):**
 - a. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**

 - b. **Rights of parties in possession. (Owners Title Policy)**

 - c. **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 by 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.**

Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.

d. OWNER POLICY:

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to \$_____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

(OWNER POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)

e. LOAN POLICY

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

(LOAN POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

- f. Rights of adjoining owners in and to those portions lying between the chainlink fence and the northerly and westerly boundary lines of subject property as shown on Ground Survey dated July 16, 2020 by James D. Whitaker, Texas Registration Number 5679 of G-3 Engineering, LLC.**
- g. Abandoned manhole as shown on Ground Survey dated July 16, 2020 by James D. Whitaker, Texas Registration Number 5679 of G-3 Engineering, LLC.**
- h. Lack of right of access to and from the land. Company deletes the insurance of access under Covered Title Risks.**
- i. NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override item 2 of Schedule "B" hereof.**

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.**
6. **NOTE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)**

- 7. NOTE: Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.**
- 8. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.**
- 9. NOTE: The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.**
- 10. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of \$100,000 be made by wire transfer. Contact your closing team for wiring instructions.**
- 11. NOTE: Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at www.epcounty.com under Official Public Records.**
- 12. NOTE: Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.**
- 13. NOTE: The Company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from the COVID-19 virus.**

Countersigned
WestStar Title, LLC

By



COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 202221-COM

Effective Date: December 3, 2020, 5:00 pm

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Underwriter: Fidelity National Title Insurance Company, A California corporation

The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Raymond Randall Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.

- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

Owners: WestStar Bank (Texas Banking Association)

- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

WestStar Bank Holding Company, Inc.

- c. The following persons are officers and directors of the Title Insurance Agent:

WestStar Title, LLC

Officers: Rodolfo Telles, Sr., President, Title Examination Manager & Sr. Commercial Title Officer, On-Site Manager

Travis Joel Smith, Vice President / Commercial Escrow Manager

Rachel Samaniego Valles, Vice President / Branch Manager

Gilberto Carreon, Vice President / Escrow Administration & Escrow Accounting and Secretary

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium^{*} is:

Owner's Policy	<u>\$328.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$328.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information

Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. GLBA generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information We Collect

In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us our affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction) and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

Use of Information We Collect

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:

- To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
- To companies that perform marketing services on our behalf.

Information We May Disclose to Our Affiliates

WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., and WestStar Bank Holding Company Inc. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

Note: The above Privacy Policy applies to individuals who obtain services or products that are to be used for personal family or household purposes.