

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

**AGENDA DATE:** June 4, 2024  
**PUBLIC HEARING DATE:** June 11, 2024

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Mary Lou Espinoza, Capital Assets Manager,  
(915) 867-2629

**DISTRICT(S) AFFECTED:** 1

**STRATEGIC GOAL:** No. 6: Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** No. 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

**SUBJECT:**

An ordinance authorizing the City Manager to sign a purchase and sale agreement, a deed, and any other documents necessary to convey approximately 0.17 acres of land described as a portion of Tract 5D-1, Block 1, Upper Valley Surveys, in the City of El Paso, El Paso County, Texas.

**BACKGROUND / DISCUSSION:**

The City of El Paso desires to sell the real property parcel identified as PID 22967, consisting of approximately 0.17 acres of vacant land, that is proposed to be conveyed to Francisco E. and Lorena Molinar.

The property is located near Emory Road and Sunland Park Drive and abuts the Montoya Main Lateral to the south. The City of El Paso desires to sell the land-locked property to the applicants, Francisco E. and Lorena Molinar, as lawful access can only be obtained by combining with the applicant's abutting parcel to the north. Future access to the property would be through Emory Road.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A: This is a revenue generating item

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Streets & Maintenance

**SECONDARY DEPARTMENT:** Real Estate

**DISCLOSURE OF CONTRIBUTIONS AS PER TITLE 2 REQUESTED ON 5/15/2024**

\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:** Richard J. Bristol - Streets and Maintenance Director

  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also) 5-8-24

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED, AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.17 ACRES OF LAND DESCRIBED AS A PORTION OF TRACT 5D-1, BLOCK 1, UPPER VALLEY SURVEYS, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

**WHEREAS**, pursuant to Section 272.001 (b) of the Texas Local Government Code, notice and bidding requirements are not applicable to certain properties, including property that is narrow or, because of its shape, lack of access to public roads, or small area, cannot be used independently under current zoning or other developmental control ordinances; and

**WHEREAS**, the property that is the subject of this Ordinance is small and land-locked and being sold to the abutting property owner; and

**WHEREAS**, the City of El Paso obtained an appraisal for the property that is the subject of this Ordinance and is selling the property for its appraised value of \$11,000.00.

**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 real property: Approximately 0.17 acres described as A Portion of Tract 5D-1, Block 1, UPPER VALLEY SURVEYS, in the City of El Paso, El Paso County, Texas, being more specifically described in Exhibit "A", attached hereto and made a part hereof for all purposes.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**CITY OF EL PASO:**

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


**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Mary Lou Espinoza  
Capital Assets Manager

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

**CONTRACT OF SALE**  
**(Emory Road 0.17 acres)**

This Contract of Sale (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Seller**”) and Francisco E. and Lorena Molinar (“**Buyer**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

The parties agree as follows:

**SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.**

- A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:
  - 1. A portion of Tract 5D-1, Block 1, UPPER VALLEY SURVEYS, in the City of El Paso, El Paso County, Texas according to the resurvey of said UPPER VALLEY SURVEYS made by El Paso County, Texas , as further described in **Attachment “A”**, the “**Property**”.

**SECTION 2. PURCHASE PRICE AND TITLE COMPANY.**

- A. The Buyer will pay the Seller a total amount of \$11,00.00 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller (“**Title Company**”) at the Closing of this Agreement.
- B. The Buyer will submit a check to the Title Company in the amount of \$5,000.00 (“**Deposit**”), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.
- C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

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

- A. **WARRANTIES.** To the best of the Seller’s knowledge the Seller warrants to the Buyer that:
  - 1. The Seller has the full right to convey the Property, as such the Buyer’s rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
  - 2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property; and
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.
7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

**B. OBLIGATIONS.** The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:
  - a. Any "as-built" plans for any improvements on the Property, if any;
  - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
  - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

**C. RIGHTS.**

1. The Seller may select the Title Company that will assist with the sale of the Property.

The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

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

A. WARRANTIES. The Buyer warrants that:

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

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT 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. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**
2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

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

1. INSPECTION. The Buyer may inspect the Property within 15 business days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the

Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. **TITLE INSURANCE.** The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 business days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.
3. **SURVEY.** The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 business days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.
4. **TITLE REVIEW PERIOD.** The Buyer may review the commitment for title insurance and the survey within 15 business days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 15 calendar days of receiving Buyer's objections:
  - a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;
  - b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

- c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

## **SECTION 5. TERMINATION.**

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 14 calendar day opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
3. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

## **SECTION 6. CLOSING.**

- A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property

(“**Closing**”) within 14 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller (“**Closing Date**”). A party’s failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER’S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed deed (“**Deed**”) conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment “B”**;
2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and
4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER’S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.
2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.



## SECTION 7. GENERAL PROVISIONS.

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.
- C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller: The City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890

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

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

To the Buyer: Francisco E. and Lorena Molinar  
3909 Emory Rd.  
El Paso, Texas 79922

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

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

(Signatures begin on the following pages)

EXECUTED by City the \_\_\_\_ day of \_\_\_\_\_, 2024.

**SELLER:**

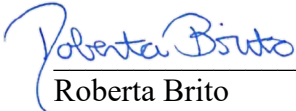
**CITY OF EL PASO, TEXAS**

By : \_\_\_\_\_

Cary Westin  
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito  
Senior Assistant City Attorney



Mary Lou Espinoza  
Capital Assets Manager

**THE STATE OF TEXAS   §**  
**§**  
**COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Cary Westin, as City Manager of the City of El Paso, Texas.

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

EXECUTED by Buyer the \_\_\_\_ day of \_\_\_\_\_, 2024.

BUYER:

Francisco Molinar  
Francisco E. Molinar

Lorena Molinar  
Lorena Molinar

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 17 day of April, 2024,  
by **Francisco E. Molinar**.

[Signature]

Notary Public, State of Texas

My commission expires:

4.14.2027

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 17 day of April, 2024,  
by **Lorena Molinar**.

[Signature]

Notary Public, State of Texas

My commission expires:

4.14.2027



**ATTACHMENT “A”  
PROPERTY DESCRIPTION**



ROMAN BUSTILLOS, P.E.  
President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

HECTOR MARTINEZ, P.E.  
Associate Partner

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

## **METES AND BOUNDS DESCRIPTION**

*A 0.1700 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 5D1, Block 1, Upper Valley Surveys and being more particularly described by metes and bounds as follows:*

**COMMENCING** at a Texas/New Mexico State Line Concrete Monument No. 96 found; **WHENCE**, a Texas/New Mexico State Line Concrete Monument No. 97 found, bears South 79°36'56" East, a distance of 1,431.50 feet (1,430.19 feet~record); **THENCE**, leaving said Texas/New Mexico State Line, North 67°43'32" East, a distance of 499.44 feet to a 1/2-inch rebar found on the easterly right-of-way line of the Montoya Main Lateral (60 feet wide) for the northwesterly corner and the **POINT OF BEGINNING** of the parcel herein described, identical to the southwesterly corner of Tract 5A1, Block 1, Upper Valley Surveys;


**THENCE**, leaving the easterly right-of-way line of said Montoya Main Lateral and following the boundary line common to said Tracts 5D1 and 5A1, North 50°10'19" East, a distance of 135.65 feet to a 1/2-inch rebar with survey cap No. "TX 6223" found for the northeasterly corner of the parcel herein described, identical to the southeasterly corner of said Tract 5A1;

**THENCE**, leaving the boundary line common to said Tracts 5D1 and 5A1 and following the boundary line common to said Tract 5D1 and Tract 5D, Block 1, Upper Valley Surveys, South 39°48'18" East a distance of 56.44 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for southeasterly corner of the parcel herein described;

**THENCE**, leaving the boundary line common to said Tracts 5D1 and 5D, South 51°50'03" West, a distance of 136.30 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set on the easterly right-of-way line of said Montoya Lateral for the southwesterly corner of the parcel herein described,

**THENCE**, following the easterly right-of-way line of said Montoya Lateral, North 39°09'41" West, a distance of 52.49 feet to the **POINT OF BEGINNING**.

*Said parcel containing 0.1700 acres (7,404.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.*

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

Date: January 10, 2024

05100-135-PID 22967 SUBDIVIDE-DESC.doc





## ATTACHMENT “B”

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

### SPECIAL WARRANTY DEED

Effective Date: \_\_\_\_\_, 2024

Grantor: **City of El Paso**

Grantor's Mailing Address: PO Box 1890, El Paso, Texas 79950-1890

Grantee: **Francisco E. and Lorena Molinar**

Grantee's Mailing Address: 3909 Emory Rd., El Paso, Texas 79922

### PROPERTY (INCLUDING ANY IMPROVEMENTS):

A portion of Tract 5D-1, Block 1, UPPER VALLEY SURVEYS, in the City of El Paso, El Paso County, Texas according to the resurvey of said UPPER VALLEY SURVEYS made by El Paso County, Texas, as more particularly described in **Attachment “A”**.

### CONSIDERATION

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

### EXCEPTIONS TO CONVEYANCE

**See permitted exceptions attached to this Deed as Attachment “B”**

None

### RESERVATIONS TO CONVEYANCE

None

The purchase of this Property is on an “AS IS”, “WHERE IS”, “WITH ALL FAULTS” basis. Grantee shall be responsible, at its own cost, to conduct any necessary surveys, inspections, or studies. Any Remediation required of Grantee shall be at Grantee's sole cost.



## WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor and Grantee, but not otherwise.

IN WITNESS WHEREOF this Special Warranty Deed is executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

**CITY OF EL PASO**

By: \_\_\_\_\_  
Cary Westin, Interim City Manager

## ACKNOWLEDGEMENT

STATE OF TEXAS            )

COUNTY OF EL PASO        )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by Cary Westin, Interim City Manager, City of El Paso.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Notary's Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

AFTER RECORDING, RETURN TO: