

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: 

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

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

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 400.25 ACRES OF LAND LEGALLY DESCRIBED AS:

- **PARCEL 1: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 2, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING U.S.R.S. TRACT 22-44;**
- **PARCEL 2: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 24-7C1;**
- **PARCEL 3: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 22-59;**
- **PARCEL 4: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 24-7B2;**
- **PARCEL 5: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, AND 12, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 24-7B2;**
- **PARCEL 6: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTIONS 1 AND 12, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING U.S.R.S. TRACTS 24-7A, 24-7B3, 24-7B4 AND 247C1; AND,**
- **PARCEL 7: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 22-59**

WHEREAS, the El Paso Water Utilities Public Service Board ("*EPWater*"), for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water, wastewater and stormwater systems (collectively the "*System*"); and,

WHEREAS, at its regular meeting on July 12, 2023, the Public Service Board determined approximately 400.25 acres of land legally described as:

**Parcel 1:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44;

**Parcel 2:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1;

**Parcel 3:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59;

**Parcel 4:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

**Parcel 5:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

**Parcel 6:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 247C1; and,

**Parcel 7:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59 (the "**Property**"), to be inexpedient to the system and that the Property should be sold in accordance with state law; and,

**WHEREAS**, on April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann. §253.014(a)-(e), as added and amended; and,

**WHEREAS**, on September 12, 2025, the Public Service Board approved and authorized the sale of the Property to Koeada Farms, a New Mexico limited liability company, for the sales price of \$4,000,000 and adopted a Resolution making the finding as set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; 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 Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 400.25 acres of land legally described as:

**Parcel 1:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2,

T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44;

**Parcel 2:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1,

T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1;

**Parcel 3:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1,

T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59;

**Parcel 4:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1,

T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

**Parcel 5:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

**Parcel 6:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 247C1; and,



**Parcel 7:** A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.


CITY OF EL PASO

\_\_\_\_\_  
Renard U. Johnson,  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michaela Ainsa  
Senior Assistant General Counsel

**ORDINANCE NUMBER** \_\_\_\_\_  
Sale of Land – 400.25 Acres  
HQ 5991- RAB

## **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:** \_\_\_\_\_, 2026

**Grantor:**           **THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation**  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**Grantee:**           **Koeada Farms, a New Mexico limited liability company**  
PO Box 460  
Mesilla Park, NM 88407

**Koeada Farms, a New Mexico limited liability company**  
PO Box 156  
Hatch, NM 87937

**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):**

That certain land located in Dona Ana County, New Mexico, as more particularly described by metes and bounds in **Exhibit A-1**, attached hereto and incorporated herein by reference, together with all improvements located on such land.

**Exceptions to Conveyance and Warranty:**

- A. Reservations as contained in Patent from the United States of America recorded in Book 10. 35, Page(s) 252, of Deed Records.
- B. Elephant Butte Irrigation District taxes for 2025 and 2026 operation and maintenance, and thereafter, a lien not yet due or payable.
- C. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded September 2, 1975 in book 111, page(s) 512-513 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- D. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 26, 1976 in book 115, page(s) 161-162 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- E. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 2, 1979 in book 134, page(s) 178-179 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.

- F. Easement in favor of El Paso Electric Company and The Mountain States Telephone 15. and Telegraph Company, affecting a portion of said land, recorded January 4, 1980 in book 139, page(s) 652-654 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- G. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 7, 1980 in book 142, page(s) 977-978 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- H. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded December 20, 1983 in book 177, page(s) 553-554 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- I. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded November 20, 1986 in book 211, page 655 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- J. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 21, 1996 in book 51, page(s) 938-939 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- K. Grant of Drainage Easement in favor of Scott Winton, recorded October 30, 2009, as Instrument No. 0930007, of Dona Ana County Clerk Records.
- L. That portion of the 100 foot Crawford Spur Drain as shown on the plat of survey by Seco Engineering Co., dated October 12, 2000.
- M. 50 foot wide Crawford Lateral which transects said land from North to South as shown on plat of survey by Seco Engineering Co, dated October 12, 2000.
- N. 23. 8 foot concrete irrigation ditch adjacent to the 100 foot Crawford Spur Drain as shown on the plat of
- O. survey by Seco Engineering Co., dated October 12, 2000.
- P. 8 foot concrete irrigation ditch (abandoned) adjacent to the Westerly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- Q. 8 foot concrete irrigation ditch adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- R. 10 foot wide graded dirt road adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- S. Crawford Lateral affecting the Southerly 50 feet of Parcel 3 shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- T. 8 foot concrete irrigation ditch along the northerly property line of parcel 1 as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000
- U. Rights of parties under any unrecorded rental or lease agreements.

**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 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 Exceptions to Conveyance and Warranty set forth above.

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

*[Signatures on the following page]*

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

**GRANTOR:**

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

By: \_\_\_\_\_  
Name: Dionne Mack  
Title: City Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO         §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026,  
by Dionne Mack, City Manager of the City of El Paso.

\_\_\_\_\_  
**NOTARY PUBLIC**, State of Texas



**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

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

# **METES AND BOUNDS DESCRIPTION**

*"Parcel 1"*

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

*A 66.3584 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 22-44, Section 2, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 26.08 feet (25.01 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and continuing along the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,186.65 feet (2,186.65 feet~record) to a Concrete Nail (broken) found for the southeast corner of the parcel herein described; **WHENCE**, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2 and Sections 11, 12, Township 26 South, Range 2 East, N.M.P.M. bears, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,638.64 feet (2,633.68~record);

**THENCE**, leaving the boundary line common to said Sections 1 and 2, North 89°59'55" West (South 89°49'41" West~record), a distance of 1,320.08 feet (1,320.12 feet~record) to a 1/2-inch rebar with survey cap "NMPS 5939" found for the southwest corner of the parcel herein described;

**THENCE**, North 00°53'15" East (North 00°42'51" East~record), a distance of 2,192.30 feet (2,192.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of said Doña Ana County Road B-008 for northwest corner of the parcel herein described;

**THENCE**, following the on the south right-of-way line of said Doña Ana County Road B-008, South 89°45'46" East (South 89°56'00" East~record), a distance of 1,272.09 feet (1,272.14 feet~record) to a 1 3/4-inch Iron Pipe found for an angle point of the parcel herein described;

**THENCE**, continuing along the south right-of-way line of said Doña Ana County Road B-008, South 89°29'51" East (South 89°44'20" East~record), a distance of 48.37 feet (49.27 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 66.3584 acres (2,890,572.9 square feet), more or less and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

*Date: February 26, 2024*

*05896-159 Parcel 1 Desc*





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

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

**METES AND BOUNDS DESCRIPTION**  
**"Parcel 2"**

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

*A 85.8018 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7C1, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West-record), a distance of 2,217.15 feet (2,216.00 feet-record) to a 60D nail with shiner found for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 2, South 89°30'20" East (South 89°45'00" East-record), a distance of 1,138.53 feet (1,138.53 feet-record) to a 1/2-inch rebar found on the westerly right-of-way line of the West Drain (variable width) for the northeast corner of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 27°21'23" East (South 27°36'03" East-record), a distance of 243.51 feet (243.51 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 28°54'19" East (South 29°08'59" East-record), a distance of 1,271.32 feet (1,271.32 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, South 89°56'40" West (South 89°42'00" West-record), a distance of 577.11 feet (577.11 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 00°28'58" East (South 00°32'13" East-record), a distance of 1,310.55 feet (1,311.46 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the boundary line common to said Section 1 and Section 12, Township 26 South, Range 2 East, N.M.P.M. for the southeast corner of the parcel herein described;

**THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West (North 89°29'07" West-record), a distance of 1,340.29 feet (1,340.29 feet-record) to a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2, 12, and Section 11, Township 26 South, Range 2 East, N.M.P.M. for the southwest corner of the parcel herein described;

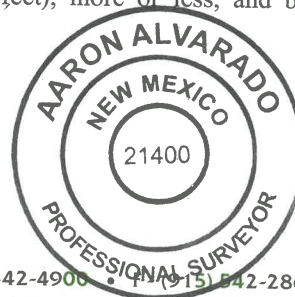
**THENCE**, leaving the boundary line common to said Sections 1 and 12 and following the boundary line common to said Sections 1 and 2, North 00°53'59" East (North 00°45'00" East-record), a distance of 2,634.22 feet (2,633.68 feet-record) to the **POINT OF BEGINNING**.

Said parcel containing 85.8018 acres (3,737,528.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

*Date: February 26, 2024*

*05896-159 Parcel 2 Desc*







**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

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

**METES AND BOUNDS DESCRIPTION**  
**"Parcel 3"**

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

*A 10.6775 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 4,723.60 feet to a point; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 627.32 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 27.14 feet to a 1/2-inch rebar with survey cap "RPLS 8081" found on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the westerly right-of-way line of the West Side Canal (variable width) for the northeast corner of U.S.R.S. Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; **THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the westerly right-of-way line of said West Side Canal, South 25°59'17" East, a distance of 2,444.16 feet; **THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 89°40'17" West, a distance of 31.13 feet to a 1/2-inch rebar with survey cap No. "NM 21400" for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°54'03" East (South 26°03'46" East~record), a distance of 759.12 feet (759.12 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 00°11'57" East (North 00°02'14" East~record), a distance of 45.47 feet (45.46 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°53'23" East (South 26°03'46" East~record), a distance of 755.05 feet (755.05 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for the southeast corner of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 89°29'43" West (North 89°42'03" West~record), a distance of 78.54 feet (78.67 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 11.16 feet (11.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal, South 89°51'43" West (South 89°42'00" West~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Drain (variable width) for the southwest corner of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;



**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 27°26'20" West (North 27°36'03" West~record), a distance of 185.96 feet (185.96 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northeast corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, South 89°40'17" East (South 89°50'00" East~record), a distance of 381.05 feet (381.05 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 10.6775 acres (465,112.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
\_\_\_\_\_  
**Aaron Alvarado, N. M. P. S. No. 21400**

**Date: February 26, 2024**

**05896-159 Parcel 3 Desc**





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

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**  
***"Parcel 4"***

*A 9.4712 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7B2, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, a distance of 4,891.07 feet; **THENCE**, leaving the corner common to said Sections 1, 12, 6 and 7, North 56°01'26" West, a distance of 2,460.26 feet to a 1/2 inch rebar found on the westerly right-of-way line of the Greene Spur Drain (variable width) for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, following the westerly right-of-way of said Greene Spur Drain, South 32°18'02" West (South 32°06'46" West~record), a distance of 278.83 feet (278.83 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 22°38'02" West (South 22°26'46" West~record), a distance of 84.05 feet (84.05 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°58'02" West (South 12°46'46" West~record), a distance of 451.08 feet (451.08 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 07°15'02" West (South 07°03'46" West~record), a distance of 113.98 feet (113.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 01°33'02" West (South 01°21'46" West~record), a distance of 231.91 feet (231.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°26'58" East (South 12°38'14" East~record), a distance of 91.28 feet (91.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said Greene Spur Drain and following the easterly right-of-way line of said West Side Canal, North 25°52'30" West (North 26°03'46" West~record), a distance of 1,310.05 feet (1,306.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Side Canal, North 86°18'30" East (North 84°26'10" East~record), a distance of 103.72 feet (102.53 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 23°49'04" East (South 24°00'20" East~record), a distance of 10.77 feet (10.77 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°07'56" East (North 88°56'40" East~record), a distance of 747.50 feet (747.50 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 9.4712 acres (412,565.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
\_\_\_\_\_  
**Aaron Alvarado, N. M. P. S. No. 21400**

**Date: February 26, 2024**

**05896-159 Parcel 4 Desc**





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

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

**METES AND BOUNDS DESCRIPTION**  
***"Parcel 5"***

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

*A 10.2355 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tract 24-7B2, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2-1/2 inch iron pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch aluminum cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; **THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 1,828.36 feet to the **POINT OF BEGINNING** of the parcel herein described; **WHENCE**, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 12, and Sections 2, 11, Township 26 South, Range 2 East, N.M.P.M. bears, North 89°18'25" West, a distance of 3,527.98 feet;

**THENCE**, leaving the boundary line common to said Sections 1 and 12, South 10°59'35" East (South 11°08'17" East-record), a distance of 578.47 feet to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Side Canal, North 40°48'31" West (North 40°58'14" West-record), a distance of 261.12 feet (261.12 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 38°58'31" West (North 39°08'14" West-record), a distance of 82.10 feet (82.10 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 39°08'31" West (North 39°18'14" West-record), a distance of 107.70 feet (107.70 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 36°03'31" West (North 36°13'14" West-record), a distance of 57.30 feet (57.30 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 32°58'31" West (North 33°08'14" West-record), a distance of 189.60 feet (189.60 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 29°43'31" West (North 29°53'14" West-record), a distance of 50.80 feet (50.80 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along easterly right-of-way line of said West Side Canal, South 88°41'29" West (South 88°31'46" West-record), a distance of 81.16 feet (81.16 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the beginning of a non-tangent curve to the right;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal along the arc of said non-tangent curve to the right having a radius of 2,809.79 feet (2,809.79 feet-record), a central angle of 0°54'31" (0°54'26"~record), an arc length of 44.55 feet (44.48 feet-record), and whose long chord bears North 28°04'40" West (North 28°16'22" West-record), a distance of 44.55 feet (44.48 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the end of said non-tangent curve;



**THENCE**, continuing along the easterly right-of-way line of said Wes Side Canal, North 88°41'29" East (North 88°31'46" East~record), a distance of 93.98 feet (93.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the Greene Spur Drain (variable width) for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said Greene Spur Drain, North 26°28'31" West (North 26°38'14" West~record), a distance of 164.90 feet (164.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°28'31" West (North 12°38'14" West~record), a distance of 50.00 feet (50.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 01°31'29" East (North 01°21'46" East~record), a distance of 218.10 feet (218.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 07°13'29" East (North 07°03'46" East~record), a distance of 106.00 feet (106.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°56'29" East (North 12°46'46" East~record), a distance of 433.70 feet (433.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 22°36'29" East (North 22°26'46" East~record), a distance of 82.80 feet (82.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

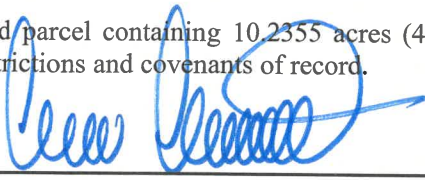
**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 32°16'29" East (North 32°06'46" East~record), a distance of 77.91 feet (77.91 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 61°18'55" East (North 61°09'12" East~record), a distance of 84.14 feet (84.15 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the northeast corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said Greene Spur Drain, South 08°10'06" East (South 08°20'18" East~record), a distance of 1,202.48 feet (1,202.40 feet~record) to a Car Axel in concrete footing found for an angle point of the parcel herein described;

**THENCE**, South 10°59'35" East (South 11°08'17" East~record), a distance of 0.96 feet to the **POINT OF BEGINNING**.

Said parcel containing 10.2355 acres (445,857.7 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
 Aaron Alvarado, N. M. P. S. No. 21400  
 Date: February 26, 2024  
 05896-159 Parcel 5 Desc





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

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

**METES AND BOUNDS DESCRIPTION**  
***"Parcel 6"***

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

*A 214.5845 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tracts 24-7A, 24-7B3, 24-7B4, and 24-7C1, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M., and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; **THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 4,016.05 feet to a 1/2-inch rebar with survey cap No. "NM 21400" set for the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 12, North 00°28'58" West (North 00°32'13" West~record), a distance of 1,310.55 feet (1,311.46 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°56'40" East (North 89°42'00" East~record), a distance of 577.11 feet (577.11 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Drain (variable width) for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 29°02'00" East (South 29°08'59" East~record), a distance of 1,497.04 feet (1,497.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, North 89°17'56" East (North 89°10'57" East~record), a distance of 128.83 feet (125.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 427.10 feet (423.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 05°43'57" East (North 05°31'57" East~record), a distance of 218.50 feet (218.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 02°49'03" West (North 03°01'03" West~record), a distance of 94.50 feet (94.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 11°26'03" West (North 11°38'03" East~record), a distance of 304.80 feet (304.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Side Canal (variable width) for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Side Canal, South 25°51'46" East (South 26°03'46" East~record), a distance of 1,018.21 feet (1,018.21 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of curvature;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, along the arc of said non-tangent curve to the left having a radius of 2,909.79 feet (2,909.79 feet~record), a central angle of 34°54'00" (34°54'00"~record), an arc length of 1,772.41 feet (1,772.41 feet~record), and whose long chord bears South 43°18'46" East (South 43°30'46" East~record), a distance of 1,745.14 feet (1,745.14 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of tangency;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 60°45'46" East (South 60°57'46" East~record), a distance of 324.24 feet (324.24 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the most easterly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal, South 87°42'01" West (South 87°30'01" West~record), a distance of 387.79 feet (387.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 00°05'25" West (South 00°03'23" East~record), a distance of 1,268.23 feet (1,268.23 feet~record) to a 1/2-inch rebar found for the southeast corner of the parcel herein described;

**THENCE**, North 89°48'53" West (North 89°57'41" West~record), a distance of 126.94 feet (125.81 feet~record) to a 1/2-inch rebar (bent) with survey cap No. "NMPS 5939" found on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,420.86 feet (1,420.73 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 89°25'57" East (North 89°13'57" East~record), a distance of 5.34 feet (5.34 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,261.80 feet (1,261.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 172.82 feet (176.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, South 89°17'56" West (South 89°10'57" West~record), a distance of 140.06 feet (136.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 29°02'04" East (South 29°09'03" East~record), a distance of 234.86 feet (234.86 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,205.50 feet (1,205.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;



**THENCE**, continuing along the westerly right-of-way line of said West Drain, North 89°20'56" East (North 89°13'57" East~record), a distance of 5.39 feet (5.39 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,417.71 feet (1,418.91 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, North 89°48'53" West (North 89°57'41" West~record), a distance of 2,186.26 feet (2,186.21 feet~record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 89°50'40" West (South 89°37'56" West~record), a distance of 262.53 feet (262.64 feet~record) to a 3-inch Iron Pipe found for an angle point of the parcel herein described;

**THENCE**, North 00°14'16" West (North 00°22'37" West~record), a distance of 1,265.71 feet (1,266.38 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°51'28" West (South 89°57'50" West~record), a distance of 1,340.39 feet (1,340.39 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on boundary line common to said Section 12 and Section 11, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

**THENCE**, following boundary line common to said Sections 11 and 12, North 00°14'54" West (North 00°25'15" West~record), a distance of 1,380.23 feet (1,380.06 feet~record) to a 2 1/2-inch iron pipe found for the corner common to said Sections 1, 11, 12 and Section 2, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

**THENCE**, leaving boundary line common to said Sections 11, 12 and following the boundary line common to said Sections 1 and 12, South 89°18'25" East (South 89°29'07" East~record), a distance of 1,340.29 feet (1,340.29 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 214.5845 acres (9,347,299.3 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
 Aaron Alvarado, N. M. P. S. No. 21400

Date: February 26, 2024

05896-159 Parcel 6 Desc







**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

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

### METES AND BOUNDS DESCRIPTION

*"Parcel 7"*

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

*A 3.1216 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,209.93 feet to a point; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 140.99 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 28.32 feet to point on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the easterly right-of-way line of the West Drain (variable width) for the northwesterly corner of Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a 1/2 inch rebar with survey cap No. "RPLS 8081" found on the westerly right-of-way line of the West Side Canal (variable width) for the northeasterly corner of said Tract 22-45 bears, South 89°52'28" East, at a distance of 486.33 feet; **THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the easterly right-of-way line of said West Drain, South 27°32'37" East, a distance of 2,476.39 feet to an angle point; **THENCE**, continuing along the easterly right-of-way line of said West Drain, South 27°26'20" East (South 27°36'03" East~record), a distance of 185.96 feet (185.96 feet~record) to an angle point; **THENCE**, continuing along the easterly right-of-way line of said West Drain, South 28°59'20" East (South 29°09'03" East~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, North 89°51'43" East (North 89°42'00" East~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Side Canal for the northeast corner of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 339.04 feet (339.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 18°43'20" East (South 18°33'03" East~record), a distance of 61.00 feet (61.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 11°28'20" East (South 11°38'03" East~record), a distance of 284.60 feet (284.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

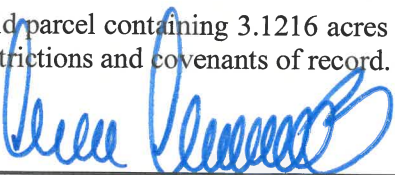
**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 02°51'20" East (South 03°01'03" East~record), a distance of 72.10 feet (72.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 05°41'40" West (South 05°31'57" West~record), a distance of 110.10 feet (110.10 feet~record) to a 1/2-inch rebar with

survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain, for the most southerly corner of the parcel herein described;

***THENCE***, leaving the westerly right-of-way line of said West Side Canal and following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 940.28 feet (940.28 feet~record) to the ***POINT OF BEGINNING***.

Said parcel containing 3.1216 acres (135,975.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



***Aaron Alvarado, N. M. P. S. No. 21400***

***Date: February 26, 2024***

***05896-159 Parcel 7 Desc***









## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is entered into by and between THE EL PASO WATER UTILITIES- PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation (the "**Seller**" or "**EPWater**") and Koeada Farms, a New Mexico LLC., (the "**Buyer**"). The Seller and the Buyer may be referred to individually herein as a "**Party**" and collectively as the "**Parties**".

### **RECITALS**

**WHEREAS**, the Seller owns the property described below; and,

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

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

**WHEREAS**, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and,

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

### **AGREEMENT**

**1. Description of Property.** The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in Dona Ana, New Mexico:

Approximately 400.25 acres, more or less, in Dona Ana County, New Mexico, such property being legally described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "**Property**").

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

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

Buyer Initials: 

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

2. **Purchase Price.** The purchase price for the Property shall be Four-Million and No/100ths Dollars (\$4,000,000.00), (the "**Purchase Price**").

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

2.2 **Earnest Money.** Buyer shall pay Seller in the amount of Seventy-Five Thousand and No/100ths Dollars (\$75,000.00) (the "**Earnest Money**") with Camino Real Abstract & Title Company, c/o Mr. Tirey Smith, 6701 N. Mesa, El Paso, TX 79912, the "**Escrow Agent**") as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when closing occurs.

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

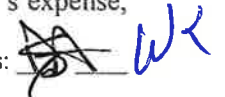
3. **Inspection Period.** For period of sixty (60) days, beginning on the Effective Date (the "**Inspection Period**"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

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

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

4. **Survey.** If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within ten (10) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder.** Within ten (10) business days after the Effective Date, Buyer will, at Buyer's expense,

Buyer Initials: 

deliver or cause to be delivered to Seller a title commitment covering the Property from WestStar Title (the "**Title Company**"), binding the Title Company to issue an Owner's Policy of Title Insurance ("**Owner's Policy**") with respect to the Property in the full amount of the Purchase Price at the Closing (the "**Title Binder**"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

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

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

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

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

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

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

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

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

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

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

Buyer Initials: 

carried out by the Buyer herein.

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

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

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

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

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

8.1 **Amount of Purchase Price.** The full amount of the Purchase Price, less the earnest money deposit, shall be tendered to Seller at the Closing.

8.2 **Closing Costs.** Costs required to consummate the Closing shall be paid by the Parties as follows:

- (a) The Buyer and Seller shall evenly split the payment of all costs required to consummate the Closing; including without limitation:
  - (i) All recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;

Buyer Initials: 



- (ii) All premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property; and,
- (iii) All escrow fees.

- (b) Buyer shall pay all real estate appraisal and survey costs.
- (c) All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and Seller as is customary in real estate transactions in Dona Ana County, NM.

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

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

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

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

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

Buyer Initials: 



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

8.7 **Broker's Fees.** To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under such Party.

## 9. Default.

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

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


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

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

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

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

## 10. Miscellaneous.

Buyer Initials: 

10.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

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

**Copy to:** El Paso Water Utilities  
Attn: Land-Section 140  
Utility Land and Water Rights Manager  
1154 Hawkins Blvd.  
El Paso, TX 79925  
[LandManagement@EPWater.org](mailto:LandManagement@EPWater.org)

<b>BUYER:</b>	Koeada Farms, LLC. Attn: Willie Joe Koenig P.O. Box 460 Mesilla Park, NM 88047 <a href="mailto:dannyjoe farms@msn.com">dannyjoe farms@msn.com</a>	Koeada Farms, LLC. Attn: Scotty Adams P.O. Box 156 Hatch, NM 87937 <a href="mailto:adamsproduceinc@hotmail.com">adamsproduceinc@hotmail.com</a>
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10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

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

10.4 **Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

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

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

10.7 **"AS IS, WHERE IS".** THIS AGREEMENT IS AN ARMS-LENGTH

Buyer Initials: 

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

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

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

10.10 **Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights

Buyer Initials: 

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

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

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

*[Signatures Begin on the Following Page]*

Buyer Initials:

*SA WK*

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

SELLER:

**EL PASO WATER UTILITIES –  
PUBLIC SERVICE BOARD**, a component  
unit of THE CITY OF EL PASO, a Texas  
municipal corporation

By: [Signature]  
John E. Balliew, P.E.  
President/CEO  
Executed on: 8/18/25

APPROVED AS TO FORM:

[Signature]  
Michaela Ainsa  
Senior Assistant General Counsel

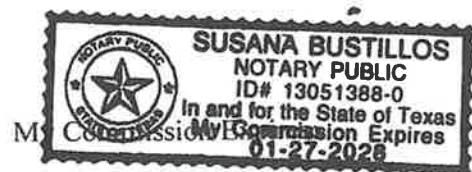
APPROVED AS TO CONTENT:

[Signature]  
Alex Vidales  
Utility Land and Water Rights Manager

### ACKNOWLEDGEMENT

STATE OF TEXAS       §  
                                     §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the 18<sup>th</sup> day of August, 2025, by John Balliew, P.E., President/CEO of the El Paso Water Utilities – Public Service Board.



[Signature]  
Notary Public, State of Texas

*[Signatures Continue on the Following Page]*

Buyer Initials: [Signature] WK



BUYER:

Koeada Farms, LLC.

By:

Willie Joe Koenig, as Managing Member

Executed on:

ACKNOWLEDGEMENT

STATE OF ~~TEXAS~~

New Mexico

COUNTY OF ~~EL PASO~~

Dona Ana

§  
§  
§



STATE OF NEW MEXICO

NOTARY PUBLIC

Danika Ariana Marie Rodriguez

Commission No. 2002441

Expires: March 04, 2028

This instrument was acknowledged before me on the 28<sup>th</sup> day of Aug, 2025, by Willie Joe Koenig, as Managing Member of Koeada, LLC.

Danika Ariana Marie Rodriguez  
Notary Public, State of ~~Texas~~ New Mexico

My Commission Expires:

March 04, 2028

BUYER:

Koeada Farms, LLC.

By:

Scotty Adams, as Managing Member

Executed on:

8/26/2025

ACKNOWLEDGEMENT

State of New Mexico

~~STATE OF TEXAS~~

County of Dona Ana

~~COUNTY OF EL PASO~~

§  
§  
§

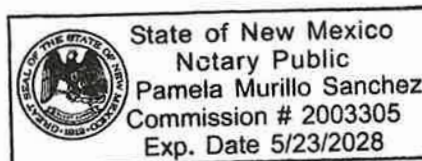
This instrument was acknowledged before me on the 26 day of August, 2025, by Scotty Adams, as Managing Member of Koeada, LLC.

Pamela Murillo Sanchez  
Notary Public, ~~State of Texas~~

State of New Mexico

My Commission Expires:

05.23.2028



Buyer Initials:

SA WK

VB

This Agreement has been received and reviewed by Camino Real Abstract & Title Company this the 4<sup>th</sup> day of September ~~of August~~, 2025. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

**CAMINO REAL ABSTRACT & TITLE COMPANY:**

By:

Its:

Vicki Brewer  
Branch Manager

Buyer Initials:

DA WK

This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2026, which shall be the *Approval Date* for the purpose described herein.

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

By: \_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

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

Buyer Initials: 



# EXHIBIT A



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

## METES AND BOUNDS DESCRIPTION "Parcel 1"

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

*A 66.3584 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 22-44, Section 2, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 26.08 feet (25.01 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and continuing along the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,186.65 feet (2,186.65 feet~record) to a Concrete Nail (broken) found for the southeast corner of the parcel herein described; **WHENCE**, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2 and Sections 11, 12, Township 26 South, Range 2 East, N.M.P.M. bears, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,638.64 feet (2,633.68~record);

**THENCE**, leaving the boundary line common to said Sections 1 and 2, North 89°59'55" West (South 89°49'41" West~record), a distance of 1,320.08 feet (1,320.12 feet~record) to a 1/2-inch rebar with survey cap "NMPS 5939" found for the southwest corner of the parcel herein described;

**THENCE**, North 00°53'15" East (North 00°42'51" East~record), a distance of 2,192.30 feet (2,192.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of said Doña Ana County Road B-008 for northwest corner of the parcel herein described;

**THENCE**, following the on the south right-of-way line of said Doña Ana County Road B-008, South 89°45'46" East (South 89°56'00" East~record), a distance of 1,272.09 feet (1,272.14 feet~record) to a 1 3/4-inch Iron Pipe found for an angle point of the parcel herein described;

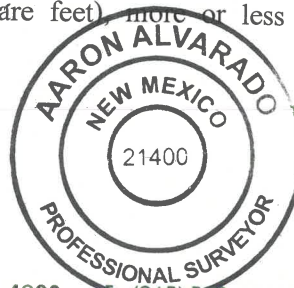
**THENCE**, continuing along the south right-of-way line of said Doña Ana County Road B-008, South 89°29'51" East (South 89°44'20" East~record), a distance of 48.37 feet (49.27 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 66.3584 acres (2,890,572.9 square feet), more or less and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

*Date: February 26, 2024*

*05896-159 Parcel 1 Desc*





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

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

**METES AND BOUNDS DESCRIPTION**  
**"Parcel 2"**

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

*A 85.8018 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7C1, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West-record), a distance of 2,217.15 feet (2,216.00 feet-record) to a 60D nail with shiner found for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 2, South 89°30'20" East (South 89°45'00" East-record), a distance of 1,138.53 feet (1,138.53 feet-record) to a 1/2-inch rebar found on the westerly right-of-way line of the West Drain (variable width) for the northeast corner of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 27°21'23" East (South 27°36'03" East-record), a distance of 243.51 feet (243.51 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 28°54'19" East (South 29°08'59" East-record), a distance of 1,271.32 feet (1,271.32 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, South 89°56'40" West (South 89°42'00" West-record), a distance of 577.11 feet (577.11 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 00°28'58" East (South 00°32'13" East-record), a distance of 1,310.55 feet (1,311.46 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the boundary line common to said Section 1 and Section 12, Township 26 South, Range 2 East, N.M.P.M. for the southeast corner of the parcel herein described;

**THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West (North 89°29'07" West-record), a distance of 1,340.29 feet (1,340.29 feet-record) to a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2, 12, and Section 11, Township 26 South, Range 2 East, N.M.P.M. for the southwest corner of the parcel herein described;

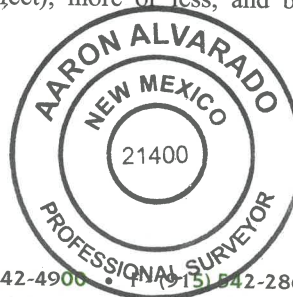
**THENCE**, leaving the boundary line common to said Sections 1 and 12 and following the boundary line common to said Sections 1 and 2, North 00°53'59" East (North 00°45'00" East-record), a distance of 2,634.22 feet (2,633.68 feet-record) to the **POINT OF BEGINNING**.

Said parcel containing 85.8018 acres (3,737,528.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

*Date: February 26, 2024*

*05896-159 Parcel 2 Desc*





**METES AND BOUNDS DESCRIPTION**  
**"Parcel 3"**

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

*A 10.6775 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 4,723.60 feet to a point; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 627.32 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 27.14 feet to a 1/2-inch rebar with survey cap "RPLS 8081" found on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the westerly right-of-way line of the West Side Canal (variable width) for the northeast corner of U.S.R.S. Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; **THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the westerly right-of-way line of said West Side Canal, South 25°59'17" East, a distance of 2,444.16 feet; **THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 89°40'17" West, a distance of 31.13 feet to a 1/2-inch rebar with survey cap No. "NM 21400" for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°54'03" East (South 26°03'46" East~record), a distance of 759.12 feet (759.12 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 00°11'57" East (North 00°02'14" East~record), a distance of 45.47 feet (45.46 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°53'23" East (South 26°03'46" East~record), a distance of 755.05 feet (755.05 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for the southeast corner of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 89°29'43" West (North 89°42'03" West~record), a distance of 78.54 feet (78.67 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 11.16 feet (11.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal, South 89°51'43" West (South 89°42'00" West~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Drain (variable width) for the southwest corner of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;



**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 27°26'20" West (North 27°36'03" West~record), a distance of 185.96 feet (185.96 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northeast corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, South 89°40'17" East (South 89°50'00" East~record), a distance of 381.05 feet (381.05 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 10.6775 acres (465,112.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
\_\_\_\_\_  
**Aaron Alvarado, N. M. P. S. No. 21400**

**Date: February 26, 2024**

**05896-159 Parcel 3 Desc**





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

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**  
***"Parcel 4"***

*A 9.4712 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7B2, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, a distance of 4,891.07 feet; **THENCE**, leaving the corner common to said Sections 1, 12, 6 and 7, North 56°01'26" West, a distance of 2,460.26 feet to a 1/2 inch rebar found on the westerly right-of-way line of the Greene Spur Drain (variable width) for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, following the westerly right-of-way of said Greene Spur Drain, South 32°18'02" West (South 32°06'46" West~record), a distance of 278.83 feet (278.83 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 22°38'02" West (South 22°26'46" West~record), a distance of 84.05 feet (84.05 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°58'02" West (South 12°46'46" West~record), a distance of 451.08 feet (451.08 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 07°15'02" West (South 07°03'46" West~record), a distance of 113.98 feet (113.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 01°33'02" West (South 01°21'46" West~record), a distance of 231.91 feet (231.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°26'58" East (South 12°38'14" East~record), a distance of 91.28 feet (91.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said Greene Spur Drain and following the easterly right-of-way line of said West Side Canal, North 25°52'30" West (North 26°03'46" West~record), a distance of 1,310.05 feet (1,306.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Side Canal, North 86°18'30" East (North 84°26'10" East~record), a distance of 103.72 feet (102.53 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 23°49'04" East (South 24°00'20" East~record), a distance of 10.77 feet (10.77 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°07'56" East (North 88°56'40" East~record), a distance of 747.50 feet (747.50 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 9.4712 acres (412,565.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
\_\_\_\_\_  
**Aaron Alvarado, N. M. P. S. No. 21400**

**Date: February 26, 2024**

**05896-159 Parcel 4 Desc**





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

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

**METES AND BOUNDS DESCRIPTION**  
***"Parcel 5"***

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

*A 10.2355 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tract 24-7B2, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2-1/2 inch iron pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch aluminum cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; **THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 1,828.36 feet to the **POINT OF BEGINNING** of the parcel herein described; **WHENCE**, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 12, and Sections 2, 11, Township 26 South, Range 2 East, N.M.P.M. bears, North 89°18'25" West, a distance of 3,527.98 feet;

**THENCE**, leaving the boundary line common to said Sections 1 and 12, South 10°59'35" East (South 11°08'17" East-record), a distance of 578.47 feet to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Side Canal, North 40°48'31" West (North 40°58'14" West-record), a distance of 261.12 feet (261.12 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 38°58'31" West (North 39°08'14" West-record), a distance of 82.10 feet (82.10 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 39°08'31" West (North 39°18'14" West-record), a distance of 107.70 feet (107.70 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 36°03'31" West (North 36°13'14" West-record), a distance of 57.30 feet (57.30 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 32°58'31" West (North 33°08'14" West-record), a distance of 189.60 feet (189.60 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 29°43'31" West (North 29°53'14" West-record), a distance of 50.80 feet (50.80 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along easterly right-of-way line of said West Side Canal, South 88°41'29" West (South 88°31'46" West-record), a distance of 81.16 feet (81.16 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the beginning of a non-tangent curve to the right;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal along the arc of said non-tangent curve to the right having a radius of 2,809.79 feet (2,809.79 feet-record), a central angle of 0°54'31" (0°54'26"~record), an arc length of 44.55 feet (44.48 feet-record), and whose long chord bears North 28°04'40" West (North 28°16'22" West-record), a distance of 44.55 feet (44.48 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the end of said non-tangent curve;



**THENCE**, continuing along the easterly right-of-way line of said Wes Side Canal, North 88°41'29" East (North 88°31'46" East~record), a distance of 93.98 feet (93.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the Greene Spur Drain (variable width) for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said Greene Spur Drain, North 26°28'31" West (North 26°38'14" West~record), a distance of 164.90 feet (164.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°28'31" West (North 12°38'14" West~record), a distance of 50.00 feet (50.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 01°31'29" East (North 01°21'46" East~record), a distance of 218.10 feet (218.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 07°13'29" East (North 07°03'46" East~record), a distance of 106.00 feet (106.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°56'29" East (North 12°46'46" East~record), a distance of 433.70 feet (433.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 22°36'29" East (North 22°26'46" East~record), a distance of 82.80 feet (82.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

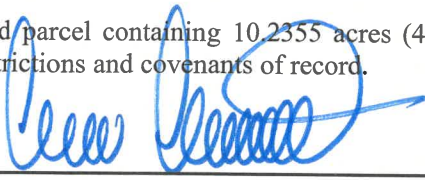
**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 32°16'29" East (North 32°06'46" East~record), a distance of 77.91 feet (77.91 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 61°18'55" East (North 61°09'12" East~record), a distance of 84.14 feet (84.15 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the northeast corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said Greene Spur Drain, South 08°10'06" East (South 08°20'18" East~record), a distance of 1,202.48 feet (1,202.40 feet~record) to a Car Axel in concrete footing found for an angle point of the parcel herein described;

**THENCE**, South 10°59'35" East (South 11°08'17" East~record), a distance of 0.96 feet to the **POINT OF BEGINNING**.

Said parcel containing 10.2355 acres (445,857.7 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
 Aaron Alvarado, N. M. P. S. No. 21400  
 Date: February 26, 2024  
 05896-159 Parcel 5 Desc





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

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

**METES AND BOUNDS DESCRIPTION**  
***"Parcel 6"***

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

*A 214.5845 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tracts 24-7A, 24-7B3, 24-7B4, and 24-7C1, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M., and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; **THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 4,016.05 feet to a 1/2-inch rebar with survey cap No. "NM 21400" set for the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 12, North 00°28'58" West (North 00°32'13" West~record), a distance of 1,310.55 feet (1,311.46 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°56'40" East (North 89°42'00" East~record), a distance of 577.11 feet (577.11 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Drain (variable width) for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 29°02'00" East (South 29°08'59" East~record), a distance of 1,497.04 feet (1,497.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, North 89°17'56" East (North 89°10'57" East~record), a distance of 128.83 feet (125.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 427.10 feet (423.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 05°43'57" East (North 05°31'57" East~record), a distance of 218.50 feet (218.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 02°49'03" West (North 03°01'03" West~record), a distance of 94.50 feet (94.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 11°26'03" West (North 11°38'03" East~record), a distance of 304.80 feet (304.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Side Canal (variable width) for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Side Canal, South 25°51'46" East (South 26°03'46" East~record), a distance of 1,018.21 feet (1,018.21 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of curvature;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, along the arc of said non-tangent curve to the left having a radius of 2,909.79 feet (2,909.79 feet~record), a central angle of 34°54'00" (34°54'00"~record), an arc length of 1,772.41 feet (1,772.41 feet~record), and whose long chord bears South 43°18'46" East (South 43°30'46" East~record), a distance of 1,745.14 feet (1,745.14 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of tangency;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 60°45'46" East (South 60°57'46" East~record), a distance of 324.24 feet (324.24 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the most easterly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal, South 87°42'01" West (South 87°30'01" West~record), a distance of 387.79 feet (387.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 00°05'25" West (South 00°03'23" East~record), a distance of 1,268.23 feet (1,268.23 feet~record) to a 1/2-inch rebar found for the southeast corner of the parcel herein described;

**THENCE**, North 89°48'53" West (North 89°57'41" West~record), a distance of 126.94 feet (125.81 feet~record) to a 1/2-inch rebar (bent) with survey cap No. "NMPS 5939" found on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,420.86 feet (1,420.73 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 89°25'57" East (North 89°13'57" East~record), a distance of 5.34 feet (5.34 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,261.80 feet (1,261.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 172.82 feet (176.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, South 89°17'56" West (South 89°10'57" West~record), a distance of 140.06 feet (136.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 29°02'04" East (South 29°09'03" East~record), a distance of 234.86 feet (234.86 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,205.50 feet (1,205.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;



**THENCE**, continuing along the westerly right-of-way line of said West Drain, North 89°20'56" East (North 89°13'57" East~record), a distance of 5.39 feet (5.39 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,417.71 feet (1,418.91 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, North 89°48'53" West (North 89°57'41" West~record), a distance of 2,186.26 feet (2,186.21 feet~record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 89°50'40" West (South 89°37'56" West~record), a distance of 262.53 feet (262.64 feet~record) to a 3-inch Iron Pipe found for an angle point of the parcel herein described;

**THENCE**, North 00°14'16" West (North 00°22'37" West~record), a distance of 1,265.71 feet (1,266.38 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°51'28" West (South 89°57'50" West~record), a distance of 1,340.39 feet (1,340.39 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on boundary line common to said Section 12 and Section 11, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

**THENCE**, following boundary line common to said Sections 11 and 12, North 00°14'54" West (North 00°25'15" West~record), a distance of 1,380.23 feet (1,380.06 feet~record) to a 2 1/2-inch iron pipe found for the corner common to said Sections 1, 11, 12 and Section 2, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

**THENCE**, leaving boundary line common to said Sections 11, 12 and following the boundary line common to said Sections 1 and 12, South 89°18'25" East (South 89°29'07" East~record), a distance of 1,340.29 feet (1,340.29 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 214.5845 acres (9,347,299.3 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
 Aaron Alvarado, N. M. P. S. No. 21400

Date: February 26, 2024

05896-159 Parcel 6 Desc





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

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

### METES AND BOUNDS DESCRIPTION

#### *"Parcel 7"*

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

*A 3.1216 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,209.93 feet to a point; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 140.99 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 28.32 feet to point on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the easterly right-of-way line of the West Drain (variable width) for the northwesterly corner of Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a 1/2 inch rebar with survey cap No. "RPLS 8081" found on the westerly right-of-way line of the West Side Canal (variable width) for the northeasterly corner of said Tract 22-45 bears, South 89°52'28" East, at a distance of 486.33 feet; **THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the easterly right-of-way line of said West Drain, South 27°32'37" East, a distance of 2,476.39 feet to an angle point; **THENCE**, continuing along the easterly right-of-way line of said West Drain, South 27°26'20" East (South 27°36'03" East~record), a distance of 185.96 feet (185.96 feet~record) to an angle point; **THENCE**, continuing along the easterly right-of-way line of said West Drain, South 28°59'20" East (South 29°09'03" East~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, North 89°51'43" East (North 89°42'00" East~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Side Canal for the northeast corner of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 339.04 feet (339.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 18°43'20" East (South 18°33'03" East~record), a distance of 61.00 feet (61.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 11°28'20" East (South 11°38'03" East~record), a distance of 284.60 feet (284.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

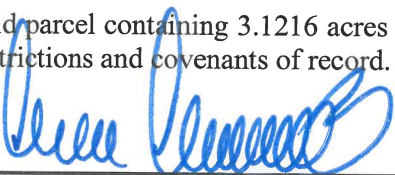
**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 02°51'20" East (South 03°01'03" East~record), a distance of 72.10 feet (72.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 05°41'40" West (South 05°31'57" West~record), a distance of 110.10 feet (110.10 feet~record) to a 1/2-inch rebar with

survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain, for the most southerly corner of the parcel herein described;

***THENCE***, leaving the westerly right-of-way line of said West Side Canal and following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 940.28 feet (940.28 feet~record) to the ***POINT OF BEGINNING***.

Said parcel containing 3.1216 acres (135,975.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



***Aaron Alvarado, N. M. P. S. No. 21400***

***Date: February 26, 2024***

***05896-159 Parcel 7 Desc***









## SCHEDULE B

### **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:** \_\_\_\_\_, 2025

**Grantor:**       **THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation**  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**Grantee:**       **Koeada Farms, a New Mexico limited liability company**  
PO Box 460  
Mesilla Park, NM 88407

**Koeada Farms, a New Mexico limited liability company**  
PO Box 156  
Hatch, NM 87937

**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):**

That certain land located in Dona Ana County, New Mexico, as more particularly described by metes and bounds in **Exhibit A-1**, attached hereto and incorporated herein by reference, together with all improvements located on such land.

**Exceptions to Conveyance and Warranty:**

- A. Reservations as contained in Patent from the United States of America recorded in Book 10. 35, Page(s) 252, of Deed Records.
- B. Elephant Butte Irrigation District taxes for 2025 and 2026 operation and maintenance, and thereafter, a lien not yet due or payable.
- C. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded September 2, 1975 in book 111, page(s) 512-513 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- D. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 26, 1976 in book 115, page(s) 161-162 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- E. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 2, 1979 in book 134, page(s) 178-179 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.

- F. Easement in favor of El Paso Electric Company and The Mountain States Telephone 15. and Telegraph Company, affecting a portion of said land, recorded January 4, 1980 in book 139, page(s) 652-654 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- G. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 7, 1980 in book 142, page(s) 977-978 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- H. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded December 20, 1983 in book 177, page(s) 553-554 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- I. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded November 20, 1986 in book 211, page 655 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- J. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 21, 1996 in book 51, page(s) 938-939 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
- K. Grant of Drainage Easement in favor of Scott Winton, recorded October 30, 2009, as Instrument No. 0930007, of Dona Ana County Clerk Records.
- L. That portion of the 100 foot Crawford Spur Drain as shown on the plat of survey by Seco Engineering Co., dated October 12, 2000.
- M. 50 foot wide Crawford Lateral which transects said land from North to South as shown on plat of survey by Seco Engineering Co, dated October 12, 2000.
- N. 23. 8 foot concrete irrigation ditch adjacent to the 100 foot Crawford Spur Drain as shown on the plat of
- O. survey by Seco Engineering Co., dated October 12, 2000.
- P. 8 foot concrete irrigation ditch (abandoned) adjacent to the Westerly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- Q. 8 foot concrete irrigation ditch adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- R. 10 foot wide graded dirt road adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- S. Crawford Lateral affecting the Southerly 50 feet of Parcel 3 shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
- T. 8 foot concrete irrigation ditch along the northerly property line of parcel 1 as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000
- U. Rights of parties under any unrecorded rental or lease agreements.

**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 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 Exceptions to Conveyance and Warranty set forth above.

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

*[Signatures on the following page]*

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

**GRANTOR:**

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

By: EXHIBIT ONLY  
Name: Dionne Mack  
Title: City Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO         §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by  
Dionne Mack, City Manager of the City of El Paso.

EXHIBIT ONLY  
**NOTARY PUBLIC**, State of Texas



**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

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

**METES AND BOUNDS DESCRIPTION**  
**"Parcel 1"**

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

*A 66.3584 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 22-44, Section 2, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 26.08 feet (25.01 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and continuing along the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,186.65 feet (2,186.65 feet~record) to a Concrete Nail (broken) found for the southeast corner of the parcel herein described; **WHENCE**, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2 and Sections 11, 12, Township 26 South, Range 2 East, N.M.P.M. bears, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,638.64 feet (2,633.68~record);

**THENCE**, leaving the boundary line common to said Sections 1 and 2, North 89°59'55" West (South 89°49'41" West~record), a distance of 1,320.08 feet (1,320.12 feet~record) to a 1/2-inch rebar with survey cap "NMPS 5939" found for the southwest corner of the parcel herein described;

**THENCE**, North 00°53'15" East (North 00°42'51" East~record), a distance of 2,192.30 feet (2,192.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of said Doña Ana County Road B-008 for northwest corner of the parcel herein described;

**THENCE**, following the on the south right-of-way line of said Doña Ana County Road B-008, South 89°45'46" East (South 89°56'00" East~record), a distance of 1,272.09 feet (1,272.14 feet~record) to a 1 3/4-inch Iron Pipe found for an angle point of the parcel herein described;

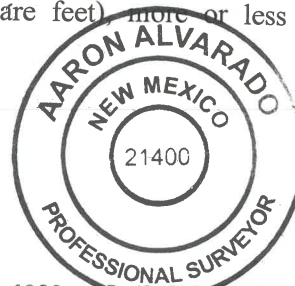
**THENCE**, continuing along the south right-of-way line of said Doña Ana County Road B-008, South 89°29'51" East (South 89°44'20" East~record), a distance of 48.37 feet (49.27 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 66.3584 acres (2,890,572.9 square feet), more or less and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

*Date: February 26, 2024*

*05896-159 Parcel 1 Desc*





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

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

**METES AND BOUNDS DESCRIPTION**  
**"Parcel 2"**

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

*A 85.8018 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7C1, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West-record), a distance of 2,217.15 feet (2,216.00 feet-record) to a 60D nail with shiner found for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 2, South 89°30'20" East (South 89°45'00" East-record), a distance of 1,138.53 feet (1,138.53 feet-record) to a 1/2-inch rebar found on the westerly right-of-way line of the West Drain (variable width) for the northeast corner of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 27°21'23" East (South 27°36'03" East-record), a distance of 243.51 feet (243.51 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 28°54'19" East (South 29°08'59" East-record), a distance of 1,271.32 feet (1,271.32 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, South 89°56'40" West (South 89°42'00" West-record), a distance of 577.11 feet (577.11 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 00°28'58" East (South 00°32'13" East-record), a distance of 1,310.55 feet (1,311.46 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the boundary line common to said Section 1 and Section 12, Township 26 South, Range 2 East, N.M.P.M. for the southeast corner of the parcel herein described;

**THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West (North 89°29'07" West-record), a distance of 1,340.29 feet (1,340.29 feet-record) to a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2, 12, and Section 11, Township 26 South, Range 2 East, N.M.P.M. for the southwest corner of the parcel herein described;

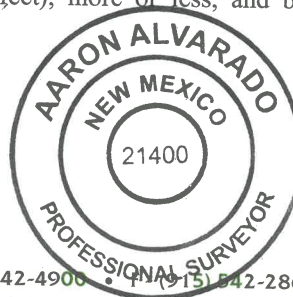
**THENCE**, leaving the boundary line common to said Sections 1 and 12 and following the boundary line common to said Sections 1 and 2, North 00°53'59" East (North 00°45'00" East-record), a distance of 2,634.22 feet (2,633.68 feet-record) to the **POINT OF BEGINNING**.

Said parcel containing 85.8018 acres (3,737,528.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

*Aaron Alvarado, N. M. P. S. No. 21400*

*Date: February 26, 2024*

*05896-159 Parcel 2 Desc*







**METES AND BOUNDS DESCRIPTION**  
**"Parcel 3"**

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

*A 10.6775 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 4,723.60 feet to a point; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 627.32 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 27.14 feet to a 1/2-inch rebar with survey cap "RPLS 8081" found on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the westerly right-of-way line of the West Side Canal (variable width) for the northeast corner of U.S.R.S. Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; **THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the westerly right-of-way line of said West Side Canal, South 25°59'17" East, a distance of 2,444.16 feet; **THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 89°40'17" West, a distance of 31.13 feet to a 1/2-inch rebar with survey cap No. "NM 21400" for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°54'03" East (South 26°03'46" East~record), a distance of 759.12 feet (759.12 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 00°11'57" East (North 00°02'14" East~record), a distance of 45.47 feet (45.46 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°53'23" East (South 26°03'46" East~record), a distance of 755.05 feet (755.05 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for the southeast corner of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, North 89°29'43" West (North 89°42'03" West~record), a distance of 78.54 feet (78.67 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 11.16 feet (11.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal, South 89°51'43" West (South 89°42'00" West~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Drain (variable width) for the southwest corner of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 27°26'20" West (North 27°36'03" West~record), a distance of 185.96 feet (185.96 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northeast corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, South 89°40'17" East (South 89°50'00" East~record), a distance of 381.05 feet (381.05 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 10.6775 acres (465,112.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
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**Aaron Alvarado, N. M. P. S. No. 21400**

**Date: February 26, 2024**

**05896-159 Parcel 3 Desc**





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

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**  
***"Parcel 4"***

*A 9.4712 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7B2, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, a distance of 4,891.07 feet; **THENCE**, leaving the corner common to said Sections 1, 12, 6 and 7, North 56°01'26" West, a distance of 2,460.26 feet to a 1/2 inch rebar found on the westerly right-of-way line of the Greene Spur Drain (variable width) for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, following the westerly right-of-way of said Greene Spur Drain, South 32°18'02" West (South 32°06'46" West~record), a distance of 278.83 feet (278.83 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 22°38'02" West (South 22°26'46" West~record), a distance of 84.05 feet (84.05 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°58'02" West (South 12°46'46" West~record), a distance of 451.08 feet (451.08 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 07°15'02" West (South 07°03'46" West~record), a distance of 113.98 feet (113.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 01°33'02" West (South 01°21'46" West~record), a distance of 231.91 feet (231.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°26'58" East (South 12°38'14" East~record), a distance of 91.28 feet (91.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said Greene Spur Drain and following the easterly right-of-way line of said West Side Canal, North 25°52'30" West (North 26°03'46" West~record), a distance of 1,310.05 feet (1,306.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Side Canal, North 86°18'30" East (North 84°26'10" East~record), a distance of 103.72 feet (102.53 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 23°49'04" East (South 24°00'20" East~record), a distance of 10.77 feet (10.77 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;



**THENCE**, North 89°07'56" East (North 88°56'40" East~record), a distance of 747.50 feet (747.50 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 9.4712 acres (412,565.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
\_\_\_\_\_  
**Aaron Alvarado, N. M. P. S. No. 21400**

**Date: February 26, 2024**

**05896-159 Parcel 4 Desc**





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

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

**METES AND BOUNDS DESCRIPTION**  
***"Parcel 5"***

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

*A 10.2355 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tract 24-7B2, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2-1/2 inch iron pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch aluminum cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; **THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 1,828.36 feet to the **POINT OF BEGINNING** of the parcel herein described; **WHENCE**, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 12, and Sections 2, 11, Township 26 South, Range 2 East, N.M.P.M. bears, North 89°18'25" West, a distance of 3,527.98 feet;

**THENCE**, leaving the boundary line common to said Sections 1 and 12, South 10°59'35" East (South 11°08'17" East-record), a distance of 578.47 feet to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Side Canal, North 40°48'31" West (North 40°58'14" West-record), a distance of 261.12 feet (261.12 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 38°58'31" West (North 39°08'14" West-record), a distance of 82.10 feet (82.10 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 39°08'31" West (North 39°18'14" West-record), a distance of 107.70 feet (107.70 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 36°03'31" West (North 36°13'14" West-record), a distance of 57.30 feet (57.30 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 32°58'31" West (North 33°08'14" West-record), a distance of 189.60 feet (189.60 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal, North 29°43'31" West (North 29°53'14" West-record), a distance of 50.80 feet (50.80 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along easterly right-of-way line of said West Side Canal, South 88°41'29" West (South 88°31'46" West-record), a distance of 81.16 feet (81.16 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the beginning of a non-tangent curve to the right;

**THENCE**, continuing along the easterly right-of-way line of said West Side Canal along the arc of said non-tangent curve to the right having a radius of 2,809.79 feet (2,809.79 feet-record), a central angle of 0°54'31" (0°54'26"~record), an arc length of 44.55 feet (44.48 feet-record), and whose long chord bears North 28°04'40" West (North 28°16'22" West-record), a distance of 44.55 feet (44.48 feet-record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the end of said non-tangent curve;

**THENCE**, continuing along the easterly right-of-way line of said Wes Side Canal, North 88°41'29" East (North 88°31'46" East~record), a distance of 93.98 feet (93.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the Greene Spur Drain (variable width) for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said Greene Spur Drain, North 26°28'31" West (North 26°38'14" West~record), a distance of 164.90 feet (164.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°28'31" West (North 12°38'14" West~record), a distance of 50.00 feet (50.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 01°31'29" East (North 01°21'46" East~record), a distance of 218.10 feet (218.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 07°13'29" East (North 07°03'46" East~record), a distance of 106.00 feet (106.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°56'29" East (North 12°46'46" East~record), a distance of 433.70 feet (433.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 22°36'29" East (North 22°26'46" East~record), a distance of 82.80 feet (82.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

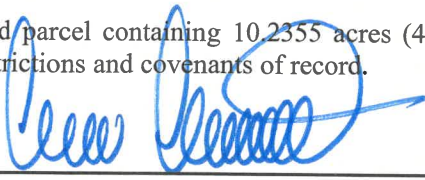
**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 32°16'29" East (North 32°06'46" East~record), a distance of 77.91 feet (77.91 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said Greene Spur Drain, North 61°18'55" East (North 61°09'12" East~record), a distance of 84.14 feet (84.15 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the northeast corner of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said Greene Spur Drain, South 08°10'06" East (South 08°20'18" East~record), a distance of 1,202.48 feet (1,202.40 feet~record) to a Car Axel in concrete footing found for an angle point of the parcel herein described;

**THENCE**, South 10°59'35" East (South 11°08'17" East~record), a distance of 0.96 feet to the **POINT OF BEGINNING**.

Said parcel containing 10.2355 acres (445,857.7 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
 Aaron Alvarado, N. M. P. S. No. 21400  
 Date: February 26, 2024  
 05896-159 Parcel 5 Desc







**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

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

**METES AND BOUNDS DESCRIPTION**  
***"Parcel 6"***

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

*A 214.5845 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tracts 24-7A, 24-7B3, 24-7B4, and 24-7C1, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M., and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; **WHENCE**, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; **THENCE**, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 4,016.05 feet to a 1/2-inch rebar with survey cap No. "NM 21400" set for the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the boundary line common to said Sections 1 and 12, North 00°28'58" West (North 00°32'13" West~record), a distance of 1,310.55 feet (1,311.46 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°56'40" East (North 89°42'00" East~record), a distance of 577.11 feet (577.11 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Drain (variable width) for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 29°02'00" East (South 29°08'59" East~record), a distance of 1,497.04 feet (1,497.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, North 89°17'56" East (North 89°10'57" East~record), a distance of 128.83 feet (125.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 427.10 feet (423.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 05°43'57" East (North 05°31'57" East~record), a distance of 218.50 feet (218.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 02°49'03" West (North 03°01'03" West~record), a distance of 94.50 feet (94.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 11°26'03" West (North 11°38'03" East~record), a distance of 304.80 feet (304.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Side Canal (variable width) for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Side Canal, South 25°51'46" East (South 26°03'46" East~record), a distance of 1,018.21 feet (1,018.21 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of curvature;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, along the arc of said non-tangent curve to the left having a radius of 2,909.79 feet (2,909.79 feet~record), a central angle of 34°54'00" (34°54'00"~record), an arc length of 1,772.41 feet (1,772.41 feet~record), and whose long chord bears South 43°18'46" East (South 43°30'46" East~record), a distance of 1,745.14 feet (1,745.14 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of tangency;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 60°45'46" East (South 60°57'46" East~record), a distance of 324.24 feet (324.24 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the most easterly corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Side Canal, South 87°42'01" West (South 87°30'01" West~record), a distance of 387.79 feet (387.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 00°05'25" West (South 00°03'23" East~record), a distance of 1,268.23 feet (1,268.23 feet~record) to a 1/2-inch rebar found for the southeast corner of the parcel herein described;

**THENCE**, North 89°48'53" West (North 89°57'41" West~record), a distance of 126.94 feet (125.81 feet~record) to a 1/2-inch rebar (bent) with survey cap No. "NMPS 5939" found on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,420.86 feet (1,420.73 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 89°25'57" East (North 89°13'57" East~record), a distance of 5.34 feet (5.34 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,261.80 feet (1,261.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 172.82 feet (176.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, South 89°17'56" West (South 89°10'57" West~record), a distance of 140.06 feet (136.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Drain for an angle point of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Drain, South 29°02'04" East (South 29°09'03" East~record), a distance of 234.86 feet (234.86 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,205.50 feet (1,205.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, North 89°20'56" East (North 89°13'57" East~record), a distance of 5.39 feet (5.39 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,417.71 feet (1,418.91 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for an angle point of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said West Drain, North 89°48'53" West (North 89°57'41" West~record), a distance of 2,186.26 feet (2,186.21 feet~record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, South 89°50'40" West (South 89°37'56" West~record), a distance of 262.53 feet (262.64 feet~record) to a 3-inch Iron Pipe found for an angle point of the parcel herein described;

**THENCE**, North 00°14'16" West (North 00°22'37" West~record), a distance of 1,265.71 feet (1,266.38 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, North 89°51'28" West (South 89°57'50" West~record), a distance of 1,340.39 feet (1,340.39 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on boundary line common to said Section 12 and Section 11, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

**THENCE**, following boundary line common to said Sections 11 and 12, North 00°14'54" West (North 00°25'15" West~record), a distance of 1,380.23 feet (1,380.06 feet~record) to a 2 1/2-inch iron pipe found for the corner common to said Sections 1, 11, 12 and Section 2, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

**THENCE**, leaving boundary line common to said Sections 11, 12 and following the boundary line common to said Sections 1 and 12, South 89°18'25" East (South 89°29'07" East~record), a distance of 1,340.29 feet (1,340.29 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 214.5845 acres (9,347,299.3 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
 Aaron Alvarado, N. M. P. S. No. 21400

Date: February 26, 2024

05896-159 Parcel 6 Desc







**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

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

## **METES AND BOUNDS DESCRIPTION**

*"Parcel 7"*

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

*A 3.1216 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; **THENCE**, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,209.93 feet to a point; **WHENCE**, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 140.99 feet; **THENCE**, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 28.32 feet to point on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the easterly right-of-way line of the West Drain (variable width) for the northwesterly corner of Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; **WHENCE**, a 1/2 inch rebar with survey cap No. "RPLS 8081" found on the westerly right-of-way line of the West Side Canal (variable width) for the northeasterly corner of said Tract 22-45 bears, South 89°52'28" East, at a distance of 486.33 feet; **THENCE**, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the easterly right-of-way line of said West Drain, South 27°32'37" East, a distance of 2,476.39 feet to an angle point; **THENCE**, continuing along the easterly right-of-way line of said West Drain, South 27°26'20" East (South 27°36'03" East~record), a distance of 185.96 feet (185.96 feet~record) to an angle point; **THENCE**, continuing along the easterly right-of-way line of said West Drain, South 28°59'20" East (South 29°09'03" East~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the easterly right-of-way line of said West Drain, North 89°51'43" East (North 89°42'00" East~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Side Canal for the northeast corner of the parcel herein described;

**THENCE**, following the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 339.04 feet (339.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 18°43'20" East (South 18°33'03" East~record), a distance of 61.00 feet (61.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 11°28'20" East (South 11°38'03" East~record), a distance of 284.60 feet (284.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

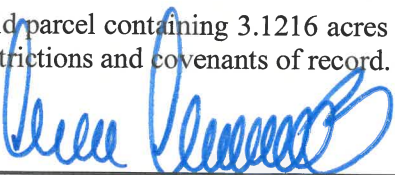
**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 02°51'20" East (South 03°01'03" East~record), a distance of 72.10 feet (72.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

**THENCE**, continuing along the westerly right-of-way line of said West Side Canal, South 05°41'40" West (South 05°31'57" West~record), a distance of 110.10 feet (110.10 feet~record) to a 1/2-inch rebar with

survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain, for the most southerly corner of the parcel herein described;

***THENCE***, leaving the westerly right-of-way line of said West Side Canal and following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 940.28 feet (940.28 feet~record) to the ***POINT OF BEGINNING***.

Said parcel containing 3.1216 acres (135,975.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



***Aaron Alvarado, N. M. P. S. No. 21400***

***Date: February 26, 2024***

***05896-159 Parcel 7 Desc***









**NM FORM 6: COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within \_\_\_\_\_ after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under Section 14-9-1 NMSA 1978, as amended to the Date of Policy, under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;

*This page is only a part of a NM Form 6 Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

- ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.



***Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, and title insurance rule 13.14.18.9 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico superintendent of insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico superintendent of insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located, except as authorized by law.***

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: **Camino Real Abstract & Title, LLC**

Issuing Office: **6701 N Mesa, El Paso, TX 79912**

Issuing Office's ALTA® Registry ID: \_\_\_\_\_

Loan ID Number:

Commitment Number:

Issuing Office File Number: **25250215NM**

Property Address: **400.25 acres, , NM**

### **SCHEDULE A**

1. Commitment Date: **September 11, 2025**
2. Policy to be issued:
  - a. NM FORM 1 Owner's Policy  
Proposed Insured: **Koeda Farms, LLC**  
Proposed Amount of Insurance: **\$4,000,000.00**  
The estate or interest to be insured: **Fee Simple**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in **City of El Paso Water Utilities Public Service Board** and, as disclosed in the Public Records, has been since
5. The Land is described as follows:

### **FIRST AMERICAN TITLE INSURANCE COMPANY**



By: \_\_\_\_\_  
**Authorized Signatory**

*This page is only a part of a NM Form 6 Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Parcel 1:**

**A certain parcel of land comprising a portion of the Santa Teresa Grant situated within Township 28 South, Range 3 East, New Mexico Principal Meridian, being U.S.R.S. Tracts 32-13-A2 and 32-13-B2, in Dona Ana County, New Mexico, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.**

**Parcel 2:**

**A certain parcel of land comprising a portion of the Santa Teresa Grant situated within Township 28 South, Range 3 East, New Mexico Principal Meridian, being a portion of U.S.R.S. Tracts 32-13A1 and all U.S.R.S. Tract 32-13B1, in Dona Ana County, New Mexico, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.**

**Parcel 3:**

**A certain parcel of land comprising a portion of the Santa Teresa Grant situated within Township 28 South, Range 3 East, New Mexico Principal Meridian, being a portion of U.S.R.S. Tracts 32-13A1, in Dona Ana County, New Mexico, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.**

## SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. **We find no outstanding mortgage(s)/deed(s) of trust of record against the subject property. Inquiry should be made concerning the existence of any note or other indebtedness, whether of record or not, which could give rise to a security interest in and to the subject property**
  - b. **Provide the Company with a copy of a survey of the proposed insured premises together with an adequate metes and bounds description for said proposed insured premises. Upon review of the requested survey and description, additional requirements and/or exceptions may be made.**
  - c. **Provide the Company with a resolution from the City of El Paso, approving this transaction and setting forth the name(s) of the party(ies) authorized to execute documents on behalf of the City of El Paso. Upon review of the requested documentation, additional requirements and/or exceptions may be made.**
  - d. **Provide the Company with copy(s) of the Operating Agreement(s) (and any amendments) for Koeda Farms, LLC, a New Mexico limited liability company. Upon review of the requested documentation, additional requirements and/or exceptions may be made.**
  - e. **Warranty Deed from City of El Paso Water Utilities Public Service Board, to, Koeda Farms, LLC, a New Mexico limited liability company.**
  - f. **Mortgage/Deed Of Trust from Koeda Farms, LLC, a New Mexico limited liability company., to, Lender TBD.**



## **SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, or other matter which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or materiel heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Water rights, claims or title to water.
7. Taxes for the year **2025**, and thereafter.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
10. **Reservations as contained in Patent from the United States of America recorded in [Book 35, Page\(s\) 252](#), of Deed Records.**
11. **Elephant Butte Irrigation District taxes for 2025 and 2026 operation and maintenance, and thereafter, a lien not yet due or payable.**
12. **Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded September 2, 1975 in book 111, page(s) 512-513 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.**
13. **Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 26, 1976 in book 115, page(s) 161-162 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.**
14. **Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 2, 1979 in book 134, page(s) 178-179 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.**

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15. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded January 4, 1980 in book 139, page(s) 652-654 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
16. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 7, 1980 in book 142, page(s) 977-978 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
17. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded December 20, 1983 in book [177](#), [page\(s\) 553-554](#) of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
18. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded November 20, 1986 in book 211, page 655 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
19. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 21, 1996 in [book 51](#), [page\(s\) 938-939](#) of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
20. Grant of Drainage Easement in favor of Scott Winton, recorded October 30, 2009, as [Instrument No. 0930007](#), of Dona Ana County Clerk Records.
21. That portion of the 100 foot Crawford Spur Drain as shown on the plat of survey by Seco Engineering Co., dated October 12, 2000.
22. 50 foot wide Crawford Lateral which transects said land from North to South as shown on plat of survey by Seco Engineering Co, dated October 12, 2000.
23. 8 foot concrete irrigation ditch adjacent to the 100 foot Crawford Spur Drain as shown on the plat of survey by Seco Engineering Co., dated October 12, 2000.
24. 8 foot concrete irrigation ditch (abandoned) adjacent to the Westerly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
25. 8 foot concrete irrigation ditch adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
26. 10 foot wide graded dirt road adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
27. Crawford Lateral affecting the Southerly 50 feet of Parcel 3 shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
28. 8 foot concrete irrigation ditch along the northerly property line of parcel 1 as shown on the plat of survey by Seco Engineering Co, dated October 12, 2000.
29. Reservation of all minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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30. Any inaccuracy in the area, square footage, or acreage of land described in Schedule "A" or attached plat, if any. The Company does not represent or insure the area, square footage, or acreage of the land.
31. Rights of parties under any unrecorded rental or lease agreements.
32. The policy for the property described in Schedule A shall not include any mobile home or other manufactured housing located thereon.

Standard exceptions 1, 2, 3 and/or 4 may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents, and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the name insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee.

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## PRIVACY NOTICE – CAMINO REAL ABSTRACT & TITLE COMPANY

### WHAT DOES CAMINO REAL ABSTRACT & TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Camino Real Abstract & Title Company, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Camino Real Abstract & Title Company, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third-party insurance company, we will disclose your personal information to that nonaffiliate.

### Sharing practices

<b>How often does Camino Real Abstract &amp; Title Company notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How does Camino Real Abstract &amp; Title Company protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How does Camino Real Abstract &amp; Title Company collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Camino Real Abstract & Title Company, Privacy Officer, 6701 N Mesa, El Paso, TX 79912

## RESOLUTION

**A RESOLUTION OF THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD (EPWATER) TO AWARD THE SALE OF APPROXIMATELY 400.25 ACRES OF LAND, LEGALLY DESCRIBED AS CONSISTING OF Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44; Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1; Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59; Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 24-7C1; and, Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59, DONA ANA COUNTY, NEW MEXICO, TO KOEADA FARMS, LLC., AND AUTHORIZING THE PRESIDENT/CEO TO FORWARD THE RECOMMENDATION TO THE CITY AND SIGN ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE**

**WHEREAS**, the El Paso Water Utilities Public Service Board holds certain real properties comprising the water, wastewater and drainage utility systems in its land inventory (collectively the "System"); and,

**WHEREAS**, on July 12, 2023, the El Paso Water Utilities Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as amended.

**NOW, THEREFORE, BE IT RESOLVED BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:**

Section 1. The recitations as set out in the preamble above are found to be true and correct and are hereby adopted by the El Paso Water Utilities Public Service Board and made a part of this Resolution for all purposes.

Section 2. That the El Paso Water Utilities Public Service Board recommends the land described below be sold to Koeada Farms, LLC., with the purchase offer for a total amount of \$4,000,000.


Approximately 400.25 acres of land, legally described as consisting of Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44; Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1; Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59; Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S.

Tracts 24-7A, 24-7B3, 24-7B4 AND 24-7C1; and, Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59, Dona Ana County, New Mexico.

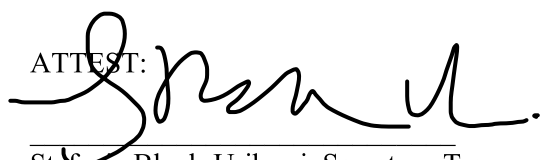
Section 3. That the El Paso Water Utilities Public Service Board authorize the President/CEO to forward to the City the resolution of the El Paso Water Utilities Public Service Board that the above-described land be sold in accordance with state law and sign any and all documents necessary to complete the sale of the property to Koeada Farms, LLC.

**PASSED, ADOPTED and APPROVED** at a Regular Meeting of the El Paso Water Utilities Public Service Board of the City of El Paso, Texas, this 10th day of September 2025, at which meeting a quorum was present and which meeting was held in accordance with the provisions of V.T.C.A. Government Code, Sections 551.001, et. seq.

EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD

  
Bryan Morris, Chair

ATTEST:

  
Stefanie Block-Uribarri, Secretary-Treasurer

APPROVED AS TO FORM:

  
Daniel Ortiz, General Counsel



An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 400.25 acres of land legally described as:

Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44;

Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1;

Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59;

Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

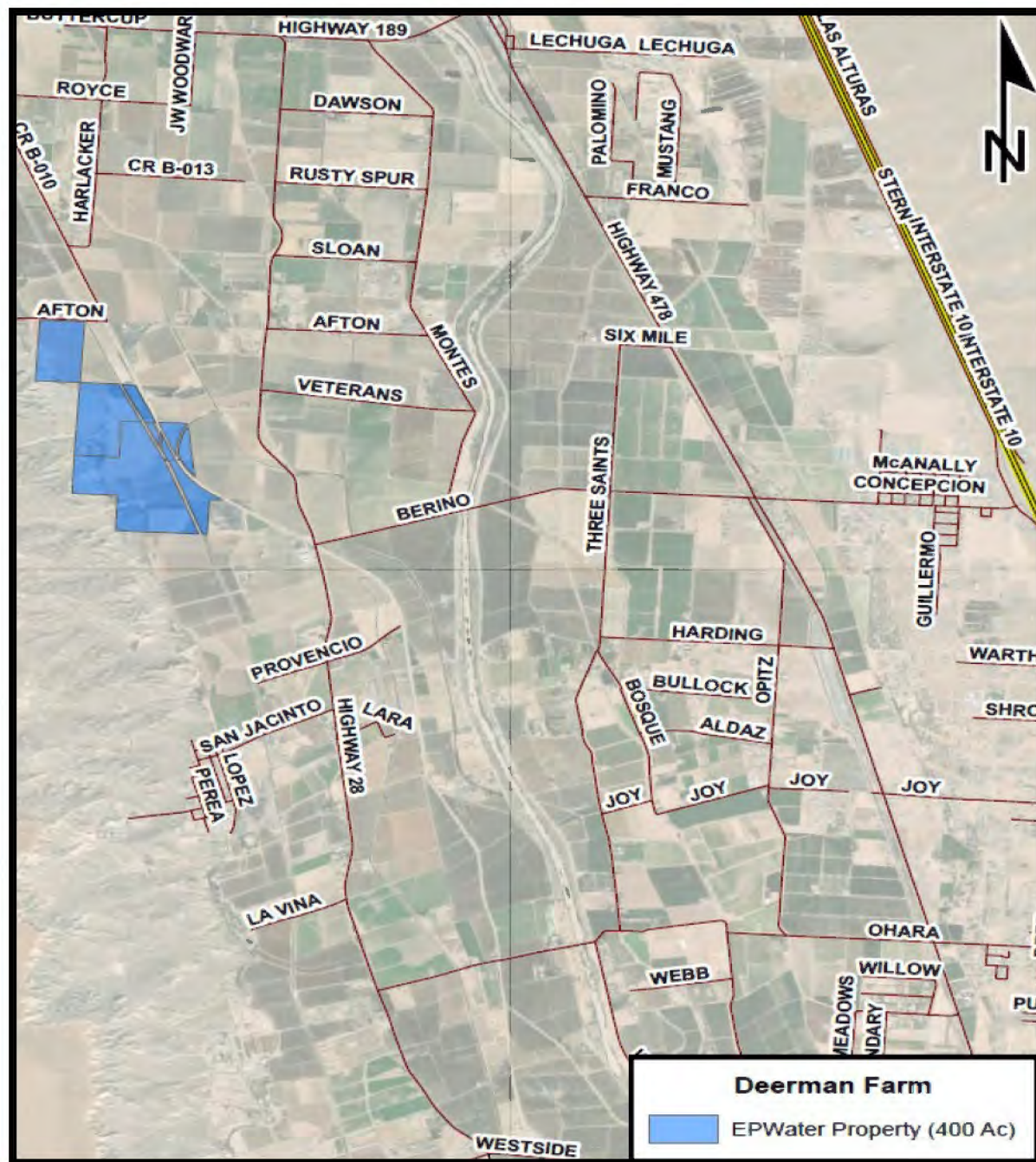
Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 24-7C1; and,

Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59.

December 2025





# Sale of Real Property – EPWater Deerman Farm (Dona Ana County, NM)



- Koeada Farms, a New Mexico LLC.
- \$4,000,000