

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

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

AGENDA DATE: Introduction - August 27, 2024.
Public Hearing - September 10, 2024.

CONTACT PERSON/PHONE: Rocio P. Alvarado, Real Estate Manager, 915.594.5493

DISTRICT(S) AFFECTED: NA

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey to HZ Ventures, LLC, approximately 16.6433 acres of land, legally described as a portion of Fractional Lots 11 and 12, Section 22, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico

EPWater, Rocio P. Alvarado, Real Estate Manager, 915.594.5493.

BACKGROUND / DISCUSSION:

The parcel of land is owned by the El Paso Water Utilities Public Service Board (“EPWater”), for and on behalf of the City of El Paso, a Texas municipal corporation, as part of its water system (*the “System”*). On December 9, 2020, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to obtain an appraisal of the property.

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,

On June 12, 2024, the Public Service Board approved the sale of the above-mentioned land.

PRIOR COUNCIL ACTION:

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

Yes, the City Council approved a closely item related to this one.

On July 2, 2024, the City Council approved the sale of 16.2097 acres of New Mexico land to Tyson and Megan Strain through the real estate broker.

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On June 12, 2024, the Public Service Board approved the sale of the land through the real estate broker.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT ROCIO P. ALVARADO TO PICK UP THE DOCUMENTS @ 594.5493. THANK YOU.

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 16.6433 ACRES OF LAND, LEGALLY DESCRIBED AS A PORTION OF FRACTIONAL LOTS 11 AND 12, SECTION 22, TOWNSHIP 27, SOUTH RANGE 3 EAST, NEW MEXICO PRINCIPLE MERIDIAN, DOÑA ANA COUNTY, NEW MEXICO

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 utility systems (collectively the “*System*”); and,

WHEREAS, at its regular meeting on December 9, 2020, the Public Service Board determined approximately 16.6433 acres of land, legally described as a portion of Fractional Lots 11 and 12, Section 22, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico (the “*Property*”), to be inexpedient to the water 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 June 12, 2024, the Public Service Board approved and authorized the sale of the Property to HZ Ventures, LLC, for the sales price of \$265,000.00 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,

WHEREAS, the Property being was appraised at its fair market value and the purchaser has agreed to pay above the appraised value;

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:

16.6433 acres of land, legally described as a portion of Fractional Lots 11 and 12, Section 22, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____.


CITY OF EL PASO

Oscar Leeser,
Mayor

ATTEST:


Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____
Sale of NM Land - 16.6433 Acres - HZ Ventures, LLC

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: _____.

Grantor: **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and behalf of the CITY OF EL PASO, TEXAS, a Texas municipal corporation**
1154 Hawkins
El Paso, Texas 79925

Grantee: ~~HZ Ventures, LLC, a Texas limited liability company~~
421 Frederick _____
El Paso TX 79905 _____
Attn: Diego Vasquez
Phone: 915 471 6011. diego@ocosw.com

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

Property (including any improvements):

A parcel of land consisting of approximately 16.6433 acres of land legally described as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M, Doña Ana County, New Mexico, such portion being legally described by metes and bounds in **Exhibit A**, attached hereto.

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.

INSPECTION OF THE PROPERTY

Grantor, 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.

When the context requires, singular nouns and pronouns include the plural.
(Signature page and exhibits follow.)

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

GRANTOR:

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

By: _____
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____,
2024 by Dionne Mack, City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

A 16.6433 acres parcel situate southeast of La Union, Doña Ana County, New Mexico as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M., and being more particularly described by metes and bounds as follows.

COMMENCING at a 5/8 inch rebar with "SLI" survey cap found on the Texas-New Mexico State Line and the west right-of-way line of the Vinton Drain (120 feet wide), identical to the northeast corner of Tract 1A, Block 18, Upper Valley Surveys as described in Document No. 20060075191, El Paso County Deed Records; **WHENCE**, the position of Texas-New Mexico Boundary Monument No. 31 (Now Destroyed), bears South 68°14'55" West, a distance of 1,249.80 feet; **THENCE**, leaving the northeast corner of said Tract 1A and following the Texas-New Mexico State Line, South 68°14'55" West, a distance of 627.71 feet to a 5/8 inch rebar with "SLI" survey cap found for the southeast corner and the **POINT OF BEGINNING** of the parcel herein described, identical to the northwest corner of said Tract 1A;

THENCE, continuing along the Texas-New Mexico State Line, South 68°14'55" West, a distance of 617.54 feet to a corner of the parcel herein described; **WHENCE**, a 2.5 inch Aluminum cap found, bears North 13°26'10" East, a distance of 2.83 feet from the record location;

THENCE, leaving the Texas-New Mexico State Line, North 10°47'00" West, a distance of 12.87 feet to corner No. 3 of Private Claim 104, Tract 1; **WHENCE**, a 2.5 inch Aluminum cap found bears North 02°25'43" East, a distance of 2.25 feet from the record location;

THENCE, following the north boundary line of said Private Claim 104, South 88°13'00" West, a distance of 249.63 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set on the northeasterly right-of-way line of the Nemexas Drain (120 feet wide);

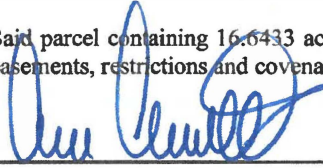
THENCE, leaving the north boundary line of said Private Claim 104 and following the northeasterly right-of-way line of said Nemexas Drain, North 70°00'00" West, a distance of 302.08 feet to a 1/2 inch rebar found for the southwest corner of the parcel herein described;

THENCE, leaving the northeasterly right-of-way line of said Nemexas Drain, North 04°00'00" East, a distance of 627.09 feet to a 1/2 inch rebar found for the northwest corner of the parcel herein described;

THENCE, South 89°57'20" East, a distance of 1,101.30 feet to a 1/2 inch rebar found for the northeast corner of the parcel herein described, identical to the northwest corner of a parcel described in Book 730, Pages 1895-1896, Doña Ana County Clerk's Records;

THENCE, following the west boundary line of said parcel, South 04°03'00" West, a distance of 505.31 feet to the **POINT OF BEGINNING**.

Said parcel containing 16.6433 acres (724,981.1 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



Aaron Alvarado, NM P.S. No. 21400

Date: July 27, 2021

05896-135-16.6433 AC-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, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "*Seller*" or "*EPWater*") and HZ Ventures, LLC., a Texas limited liability company ("*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 County, New Mexico:

An approximately 16.6433 acres of land, legally described as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M, Doña Ana County, New Mexico, such portion being legally described by metes and bounds in Exhibit A, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "*Property*").

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

In addition, the Property will be conveyed to the Buyer at Closing subject to known disclosures, if any, as more particularly identified on Exhibit B, attached hereto and incorporated fully herein.

1.2 Reliance on the Buyer's Own Diligence. It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property,

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

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

- a) Seller shall grant to Buyer at Closing a 30-foot access easement more particularly identified in Exhibit C, attached hereto and incorporated fully herein. Buyer shall maintain such access easement.

Such easement is solely for the purpose of benefitting and providing access to the Property which is the subject matter of this agreement

1.4 **[Intentionally Deleted]**

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

2. **Purchase Price.** The purchase price for the Property shall be Two Hundred Sixty-Five Thousand U.S. Dollars and Zero Cents, (\$265,000.00) (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 Eight Thousand Two Hundred and Fifty U.S. Dollars and Zero Cents, (\$8,250.00) (the "**Earnest Money**") with Darlene Bernal of Las Cruces Abstract & Title Company (the "**Escrow Agent**") no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

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

2.4 **[Intentionally Deleted]**

3. Inspection Period. For period of twenty (20) days, beginning on the Effective Date (the “*Inspection Period*”), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller’s prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

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

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

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

5. Title Binder. Within twenty (20) business days after the Effective Date, Seller will, at Buyer's expense, deliver or cause to be delivered to Buyer a title commitment covering the Property from Las Cruces Abstract & Title Company (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 Seller will provide copies of the Title Binder and all recorded documents affecting the Property to Buyer no later than three (3) days after the Seller’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. The taxes for the year 2023 and/or pro-rata 2024 will be paid by Seller. Any taxes, fees, and assessments imposed after the date of Closing shall be the responsibility of Buyer.

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

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

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

7.3 Consents. No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which

will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

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

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

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

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

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

- (a) The Buyer shall pay all costs required to consummate the Closing, including without limitation:
 - (i) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
 - (ii) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property; and
 - (iii) Any and all escrow fees.
- (b) Buyer shall pay any and all real estate appraisal costs and surveys fees.
- (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 the Seller as is customary in real estate transactions closing in Dona Ana County,

New Mexico.

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

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

- (a) The deed to the Property, in the form attached hereto as **Exhibit D** (the "*Deed*"), (subject to the Permitted Exceptions and to such changes 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.

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.

10.1 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have

been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities Public Service Board
John E. Balliew, President/CEO
1154 Hawkins Blvd.
El Paso, Texas 79925

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

BUYER: HZ Ventures, LLC
Address: 421 Frederick
El Paso, TX 79905
Attn: Diego Vasquez
Phone: 915-471-6011
Email: diego@0603w.com

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 New Mexico with jurisdiction in courts of competent jurisdiction of Dona Ana County, New Mexico.

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

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

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

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

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

10.8 ENVIRONMENTAL MATTERS. AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND

LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

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

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

10.11 **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]

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**, for and on
behalf of THE CITY OF EL PASO, a Texas
municipal corporation

By: [Signature]
John E. Balliew
President/CEO

Executed on: 7/17/24

APPROVED AS TO FORM:

[Signature]
Michaela Ainsa
Senior Assistant General Counsel

APPROVED AS TO CONTENT:

[Signature]
Alma De Anda
Utility Land and Water Rights Manager

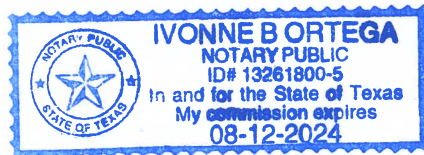
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 17th day of July, 2024, by John E. Balliew, President/CEO of the El Paso Water Utilities Public Service Board.

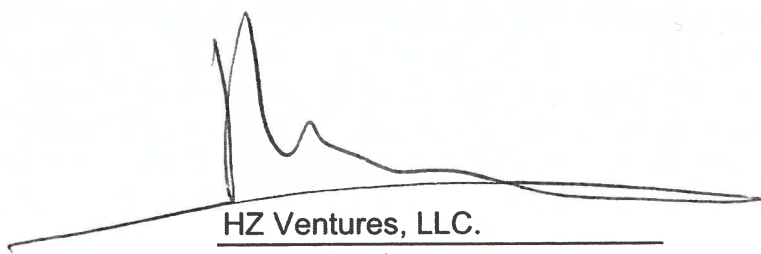
[Signature]
Notary Public, State of Texas

My Commission Expires:
8-12-2024



[Signatures Continue on the Following Page]

BUYER:


HZ Ventures, LLC.

Print Name: Marie Hernandez

Executed on: 07-10-24

ACKNOWLEDGEMENT

STATE OF TEXAS

§

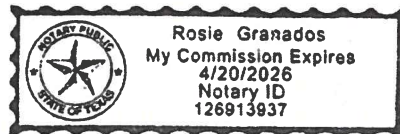
CITY OF EL PASO

§

§

This instrument was acknowledged before me on the 10th day of July, 2024, by
Pierre Hernandez, President,
HZ Ventures LLC Rosie J. O.
Notary Public, State of Texas

My Commission Expires:
4.20.26

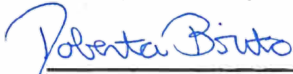


This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the ___ day of _____, 202__, which shall be the *Approval Date* for the purpose described herein.

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

By: _____
Dionne Mack
City Manager

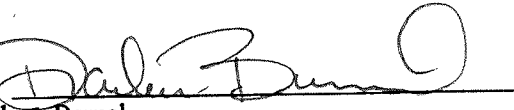
APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the 22nd day of July, 2024. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:
Las Cruces Abstract & Title Company

By: 
Darlene Bernal
Escrow Officer



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

A 16.6433 acres parcel situate southeast of La Union, Doña Ana County, New Mexico as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M., and being more particularly described by metes and bounds as follows.

COMMENCING at a 5/8 inch rebar with "SLI" survey cap found on the Texas-New Mexico State Line and the west right-of-way line of the Vinton Drain (120 feet wide), identical to the northeast corner of Tract 1A, Block 18, Upper Valley Surveys as described in Document No. 20060075191, El Paso County Deed Records; **WHENCE**, the position of Texas-New Mexico Boundary Monument No. 31 (Now Destroyed), bears South 68°14'55" West, a distance of 1,249.80 feet; **THENCE**, leaving the northeast corner of said Tract 1A and following the Texas-New Mexico State Line, South 68°14'55" West, a distance of 627.71 feet to a 5/8 inch rebar with "SLI" survey cap found for the southeast corner and the **POINT OF BEGINNING** of the parcel herein described, identical to the northwest corner of said Tract 1A;

THENCE, continuing along the Texas-New Mexico State Line, South 68°14'55" West, a distance of 617.54 feet to a corner of the parcel herein described; **WHENCE**, a 2.5 inch Aluminum cap found, bears North 13°26'10" East, a distance of 2.83 feet from the record location;

THENCE, leaving the Texas-New Mexico State Line, North 10°47'00" West, a distance of 12.87 feet to corner No. 3 of Private Claim 104, Tract 1; **WHENCE**, a 2.5 inch Aluminum cap found bears North 02°25'43" East, a distance of 2.25 feet from the record location;

THENCE, following the north boundary line of said Private Claim 104, South 88°13'00" West, a distance of 249.63 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set on the northeasterly right-of-way line of the Nemexas Drain (120 feet wide);

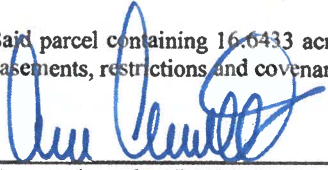
THENCE, leaving the north boundary line of said Private Claim 104 and following the northeasterly right-of-way line of said Nemexas Drain, North 70°00'00" West, a distance of 302.08 feet to a 1/2 inch rebar found for the southwest corner of the parcel herein described;

THENCE, leaving the northeasterly right-of-way line of said Nemexas Drain, North 04°00'00" East, a distance of 627.09 feet to a 1/2 inch rebar found for the northwest corner of the parcel herein described;

THENCE, South 89°57'20" East, a distance of 1,101.30 feet to a 1/2 inch rebar found for the northeast corner of the parcel herein described, identical to the northwest corner of a parcel described in Book 730, Pages 1895-1896, Doña Ana County Clerk's Records;

THENCE, following the west boundary line of said parcel, South 04°03'00" West, a distance of 505.31 feet to the **POINT OF BEGINNING**.

Said parcel containing 16.6433 acres (724,981.1 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



Aaron Alvarado, NM P.S. No. 21400

Date: July 27, 2021

05896-135-16.6433 AC-DESC



EXHIBIT B
Seller's Reservations & Disclosures

Reservations: N/A

Disclosures: Water Rights 16.6433 acres



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
30 FEET ACCESS EASEMENT

A 0.4284 parcel situate southwest of the corporate limits of the Town of Vinton, El Paso County, Texas as a portion of Tract 1A2, Block 18, Upper Valley Surveys and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch rebar with "SLI" survey cap found on the Texas-New Mexico State Line for the northeast corner of said Tract 1A2 as described in Book 3614, Page 1143, El Paso County Deed Records, identical to northwest corner of Tract 1A, Block 18, Upper Valley Surveys; **THENCE**, leaving the Texas-New Mexico State Line and following the boundary line common to said Tracts 1A2 and 1A, South 04°03'00" West, a distance of 320.53 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described,

THENCE, continuing along the boundary line of said Tracts 1A2 and 1A, South 04°03'00" West, a distance of 31.38 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set on the northerly right-of-way line of the Nemexas Drain (120 feet wide) for the southeast corner of the parcel herein described, identical to the southeast corner of said Tract 1A2;

THENCE, following the northerly right-of-way line of said Nemexas Drain, South 77°00'00" West, a distance of 56.36 to a 1/2-inch rebar with survey cap No. "TX 6223" set for a point of curvature;

THENCE, continuing along the northerly right-of-way line of said Nemexas Drain along the arc of a curve to the right having a radius of 580.00 feet, a central angle of 33°00'00", an arc length of 334.06 feet and whose long chord bears North 86°30'00" West, a distance of 329.46 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for a point of tangency;

THENCE, continuing along the northerly right-of-way line of said Nemexas Drain, North 70°00'00" West, a distance of 156.92 to a 1/2-inch rebar with survey cap No. "TX 6223" set on the Texas-New Mexico State Line for the southwesterly corner of the parcel herein described, identical to the southeast corner of Tract 1, Section 22, Township 27 South, Range 3 East, NMPM, Doña Ana County, New Mexico as described in Reception No. 9511599, Doña Ana County Deed Records;

THENCE, leaving the northerly right-of-way line of said Nemexas Drain and following the Texas-New Mexico State Line, North 12°08'35" West, a distance of 92.77 to the calculated position of the Texas-New Mexico State Line Monument No. 31 (Destroyed) for the northwesterly corner of the parcel herein described, identical to the northwest corner of said Tract 1A2;

THENCE, continuing along the Texas-New Mexico State Line, North 68°14'55" East, a distance of 30.43 to a 1/2-inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

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

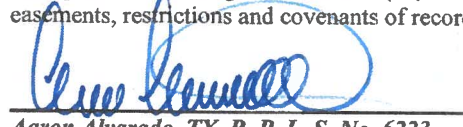
THENCE, leaving the Texas-New Mexico State Line, South 12°08'35" East, a distance of 81.27 to a 1/2-inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 70°00'00" East, a distance of 140.34 to a 1/2-inch rebar with survey cap No. "TX 6223" set for a point of curvature;

THENCE, along the arc of a curve to the left having a radius of 550.00 feet, a central angle of 33°00'00", an arc length of 316.78 feet and whose long chord bears South 86°30'00" East, a distance of 312.42 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for a point of tangency;

THENCE, North 77°00'00" East, a distance of 65.56 to the **POINT OF BEGINNING**.

Said parcel containing 0.4284 acres (18,660.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



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

Date: August 21, 2023

05896-154-TRACT-1A2-30FEET-ACCESS EASE.doc



Exhibit "D"

Deed

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: _____.

Grantor: **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and behalf of the CITY OF EL PASO, TEXAS, a Texas municipal corporation**
1154 Hawkins
El Paso, Texas 79925

Grantee: ~~HZ Ventures, LLC, a Texas limited liability company~~
~~421 Frederick _____~~
~~El Paso TX 79905 _____~~
Attn: Diego Vasquez _____
Phone: 915 471 6011. diego@ocosw.com

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

Property (including any improvements):

A parcel of land consisting of approximately 16.6433 acres of land legally described as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M, Doña Ana County, New Mexico, such portion being legally described by metes and bounds in **Exhibit A**, attached hereto.

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.

INSPECTION OF THE PROPERTY

Grantor, 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.

When the context requires, singular nouns and pronouns include the plural.
(Signature page and exhibits follow.)

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

GRANTOR:

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

By: _____
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____,
2024 by Dionne Mack, City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

A 16.6433 acres parcel situate southeast of La Union, Doña Ana County, New Mexico as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M., and being more particularly described by metes and bounds as follows.

COMMENCING at a 5/8 inch rebar with "SLI" survey cap found on the Texas-New Mexico State Line and the west right-of-way line of the Vinton Drain (120 feet wide), identical to the northeast corner of Tract 1A, Block 18, Upper Valley Surveys as described in Document No. 20060075191, El Paso County Deed Records; **WHENCE**, the position of Texas-New Mexico Boundary Monument No. 31 (Now Destroyed), bears South 68°14'55" West, a distance of 1,249.80 feet; **THENCE**, leaving the northeast corner of said Tract 1A and following the Texas-New Mexico State Line, South 68°14'55" West, a distance of 627.71 feet to a 5/8 inch rebar with "SLI" survey cap found for the southeast corner and the **POINT OF BEGINNING** of the parcel herein described, identical to the northwest corner of said Tract 1A;

THENCE, continuing along the Texas-New Mexico State Line, South 68°14'55" West, a distance of 617.54 feet to a corner of the parcel herein described; **WHENCE**, a 2.5 inch Aluminum cap found, bears North 13°26'10" East, a distance of 2.83 feet from the record location;

THENCE, leaving the Texas-New Mexico State Line, North 10°47'00" West, a distance of 12.87 feet to corner No. 3 of Private Claim 104, Tract 1; **WHENCE**, a 2.5 inch Aluminum cap found bears North 02°25'43" East, a distance of 2.25 feet from the record location;

THENCE, following the north boundary line of said Private Claim 104, South 88°13'00" West, a distance of 249.63 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set on the northeasterly right-of-way line of the Nemexas Drain (120 feet wide);

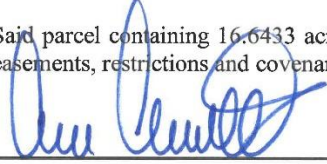
THENCE, leaving the north boundary line of said Private Claim 104 and following the northeasterly right-of-way line of said Nemexas Drain, North 70°00'00" West, a distance of 302.08 feet to a 1/2 inch rebar found for the southwest corner of the parcel herein described;

THENCE, leaving the northeasterly right-of-way line of said Nemexas Drain, North 04°00'00" East, a distance of 627.09 feet to a 1/2 inch rebar found for the northwest corner of the parcel herein described;

THENCE, South 89°57'20" East, a distance of 1,101.30 feet to a 1/2 inch rebar found for the northeast corner of the parcel herein described, identical to the northwest corner of a parcel described in Book 730, Pages 1895-1896, Doña Ana County Clerk's Records;

THENCE, following the west boundary line of said parcel, South 04°03'00" West, a distance of 505.31 feet to the **POINT OF BEGINNING**.

Said parcel containing 16.6433 acres (724,981.1 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



Aaron Alvarado, NM P.S. No. 21400

Date: July 27, 2021

05896-135-16.6433 AC-DESC

