

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

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

**AGENDA DATE:** Introduction - \_\_\_\_\_, 2023  
Public Hearing - \_\_\_\_\_, 2023

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

**DISTRICT(S) AFFECTED:** 1

**SUBJECT:** APPROVE the following Ordinance

Authorizing the City Manager to sign a Purchase & Sale Agreement, Special Warranty Deed and any other documents necessary to convey to Mr. & Mrs. Reynolds approximately 0.0427 acres of land being described as a portion of Tract A, Block 5, Coronado Country Club Estates, an Addition to the City of El Paso, El Paso County, Texas.

(District 1) EPWater, Alex Vidales, Real Estate Manager 915.594.5636

**BACKGROUND / DISCUSSION:**

The parcel of land is owned by the El Paso Municipal Drainage Utility, by and through El Paso Water Utilities - Public Service Board (EPWU/PSB), for and on behalf of the City of El Paso, a Texas municipal corporation and is a part of the stormwater drainage system inventory. On August 11, 2021, the Public Service Board declared the property inexpedient to the stormwater system.

**PRIOR COUNCIL ACTION:**

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

On March 30, 2021, El Paso City Council approved the sale of approximately 0.2796 acres to SNAP Partners.

**AMOUNT AND SOURCE OF FUNDING:** N/A

**BOARD / COMMISSION ACTION:**

On August 11, 2021, the El Paso Water Utilities - Public Service Board declared the property inexpedient to the stormwater system and authorized the President/CEO to sell the property.

**AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT ALEX VIDALES TO PICK UP THE DOCUMENTS @ 915.594.5636. 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 0.0427 ACRES OF LAND BEING DESCRIBED AS A PORTION OF TRACT A, BLOCK 5, CORONADO COUNTRY CLUB ESTATES, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

**WHEREAS**, the El Paso Municipal Drainage Utility, by and through the El Paso Water Utilities Public Service Board (EPWU/PSB) holds certain real properties in its land inventory as part its stormwater drainage system (the "*System*"); and,

**WHEREAS**, EPWU/PSB received a request to purchase the property described herein below from the El Paso Municipal Drainage Utility; and,

**WHEREAS**, at its regular meeting on August 11, 2021, the Public Service Board determined approximately 0.0427 acres of land being a portion of Tract A, Block 5, Coronado Country Club Estates, an Addition to the City of El Paso County, Texas (the "*Property*"), to be inexpedient to the stormwater drainage system and should be sold in accordance with state law; and,

**WHEREAS**, the bidding requirement is not applicable to the sale of the Property because (i) pursuant to Section 272.001 (b)(1) of the Texas Local Government Code, the Property is narrow or small and is landlocked; and (ii) the Property is being sold to an abutting property owner in the same subdivision and the land has been subdivided, pursuant to Section 272.001(c) of the Texas Local Government Code; 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 0.0427 acres of land being described as a portion of Tract A, Block 5, Coronado Country Club Estates an Addition to the City of El Paso, El Paso County, Texas, and being more particularly described in Exhibit "A," attached hereto and made a part hereof for all purposes.

**(Signatures begin on following page)**

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

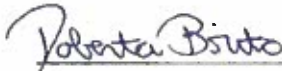
**CITY OF EL PASO**

\_\_\_\_\_  
**Oscar Leaser,**  
**Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

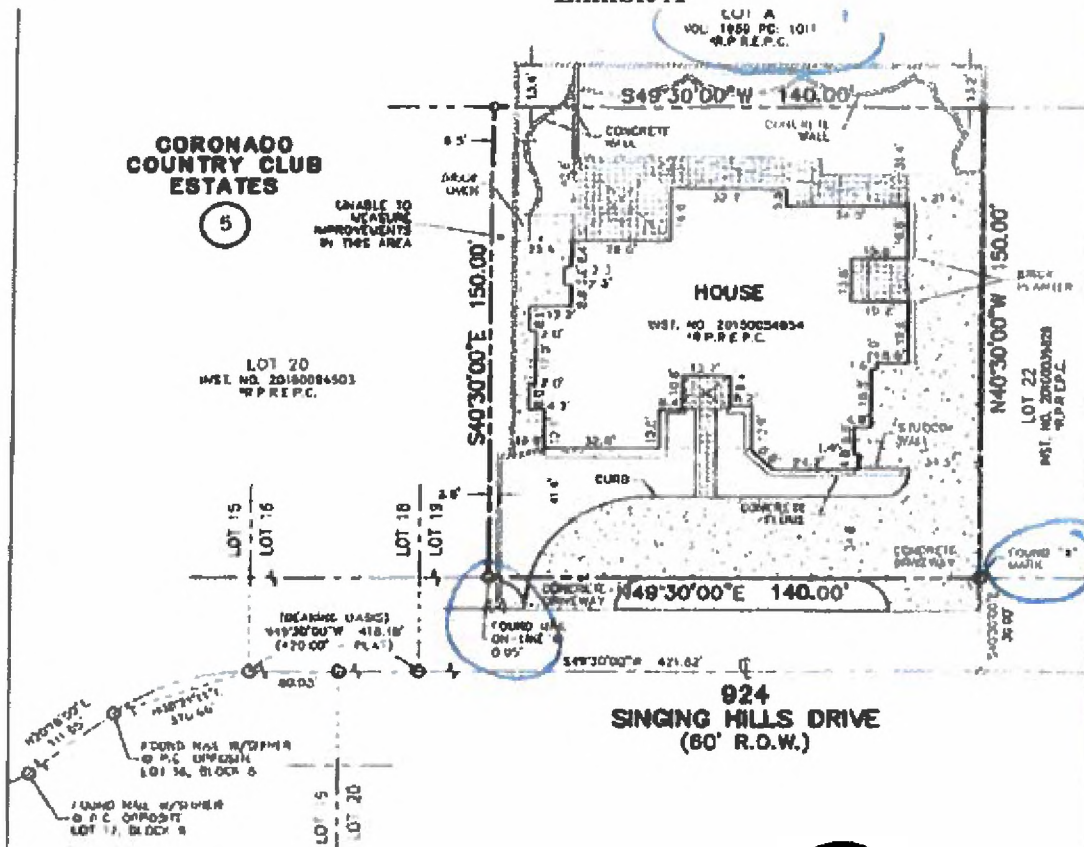
  
\_\_\_\_\_  
**Roberta Brito**  
**Assistant City Attorney**

**APPROVED AS TO FORM:**

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

**ORDINANCE NUMBER** \_\_\_\_\_  
**Land Sale-Mr. & Mrs. Reynolds**

Exhibit A



W.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS  
**N.D.T.S.**

- PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE "C", PER F.A.R.M. PARCEL NUMBER 480214 0023 C, LAST REVISION DATE 02-03-88. THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.N.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.
- SEARCHES SHOWN ARE BASED ON THE FILED PLAT FOR CORONADO COUNTRY CLUB ESTATES.
- ONLY EASEMENTS SHOWN ON THE SUBDIVISION PLAT OR RECORDED EASEMENTS AS LISTED ON THE TITLE COMMITMENT ARE SHOWN. NO ADDITIONAL RESEARCH WAS PERFORMED BY SEA INC. FOR ANY RESERVATIONS, RESTRICTIONS, BUILDING LINES AND/OR EASEMENTS WHICH MAY AFFECT SUBJECT PARCEL.
- PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS AND CONTINUING THE SIZE AND USE OF ALL RECORDED EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
- THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE HEREON NAMED BORROWER, MORTGAGE COMPANY, AND/OR TITLE COMPANY.
- TITLE COMMITMENT PROVIDED BY STEWART TITLE GUARANTY COMPANY, OF OR FILE NO. 584718, DATED 11-25-18 BORROWER: FRED L. REYNOLDS AND DENISE DEBHELDS REYNOLDS.



**Barragan & Associates Inc.**

LAND PLANNING & SURVEYING  
 TEXAS SURVEYING FIRMS 10151200  
 10950 Pathway Dr. Suite 404  
 El Paso, TX 79935  
 Phone (915) 691-5704 Fax (915) 691-5704

**Plat of Survey**

LOT 21, BLOCK 5,  
 CORONADO COUNTRY CLUB ESTATES,  
 AN ADDITION TO THE  
 CITY OF EL PASO,  
 EL PASO COUNTY, TEXAS  
 AREA 0.48 ACRES ±

Plat Reference Vol/2 Page 1  
 Scale 1"=30' Date 12-26-18 Drawn By: BT

I hereby certify that the foregoing survey was made in accordance with the laws of this State and in accordance with the provisions of the Constitution of this State.

**REGISTERED**  
**PAUL VAQUERA JR.**  
 17730  
 LAND SURVEYOR AND APPRAISER

W&E NO. 191219-11  
 Copy Rights ©  
 F&M CC Book N/A Page N/A

ORDINANCE NUMBER \_\_\_\_\_  
 Land Sale-Mr. & Mrs. Reynolds

**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:** \_\_\_\_\_, 2023

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

**Grantee:** Fred L. Reynolds & Denise DeShields-Reynolds  
924 Singing Hills  
El Paso, Texas 79912

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

**Property (including any improvements):**

A parcel of land consisting of approximately 0.0472 acres, a portion of Tract A, Block 5, Coronado Country Club Estates, an Addition to the City of El Paso, El Paso County, Texas, such portion being legally described by metes and bounds on Exhibit A, attached hereto and incorporated herein for all purposes.

**Severance of Groundwater Estate and Reservations from Conveyance:**

*Save and except:*

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

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

**Exceptions to Conveyance and Warranty:**

- (2) The following restrictive covenants, those as recorded in Volume 1375, Page 96, Official Records of El Paso County, Texas, but omitting any covenant conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition, or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but not discriminate against handicapped persons.
- (3) Easement for overhang of service wires for pole type utilities and buried service wires, conduits and pipes for underground utilities, ingress and egress for service or construction of same, according to the Map or Plat thereof, filed in record in Volume 2, Page 1, Plat record of El Paso County, Texas.
- (4) Mineral interest, together with all the rights thereto, express or implied, as described in that certain instrument executed by H.J. Walker to H.E. Cantrell & Sam Watkins, dated June 20, 1931, filed for record in the Office of the County Clerk of El Paso County, Texas in Volume 542, Page 224, Official Records El Paso County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of aforesaid instrument.
- (5) Reservation of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to the State in the certain Patent from Allan Shivers to Frances Baylor Foster, dated April 3, 1956, filed for record in the Office of the County Clerk of El Paso County, Texas in Volume 1283, Page 303, Official Records El Paso County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument.
- (6) Reservation of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to the State in the certain Patent from Allan Shivers to Norman E. Veazey, dated April 3, 1956, filed for record in the Office of the County Clerk of El Paso County, Texas in Volume 1283, Page 305, Official Records El Paso County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument.

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

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when

the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

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

*(Signature page and exhibits follow.)*

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

**GRANTOR:**

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

By: \_\_\_\_\_  
Name: Tomás Gonzalez  
Title: City Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO         §

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

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

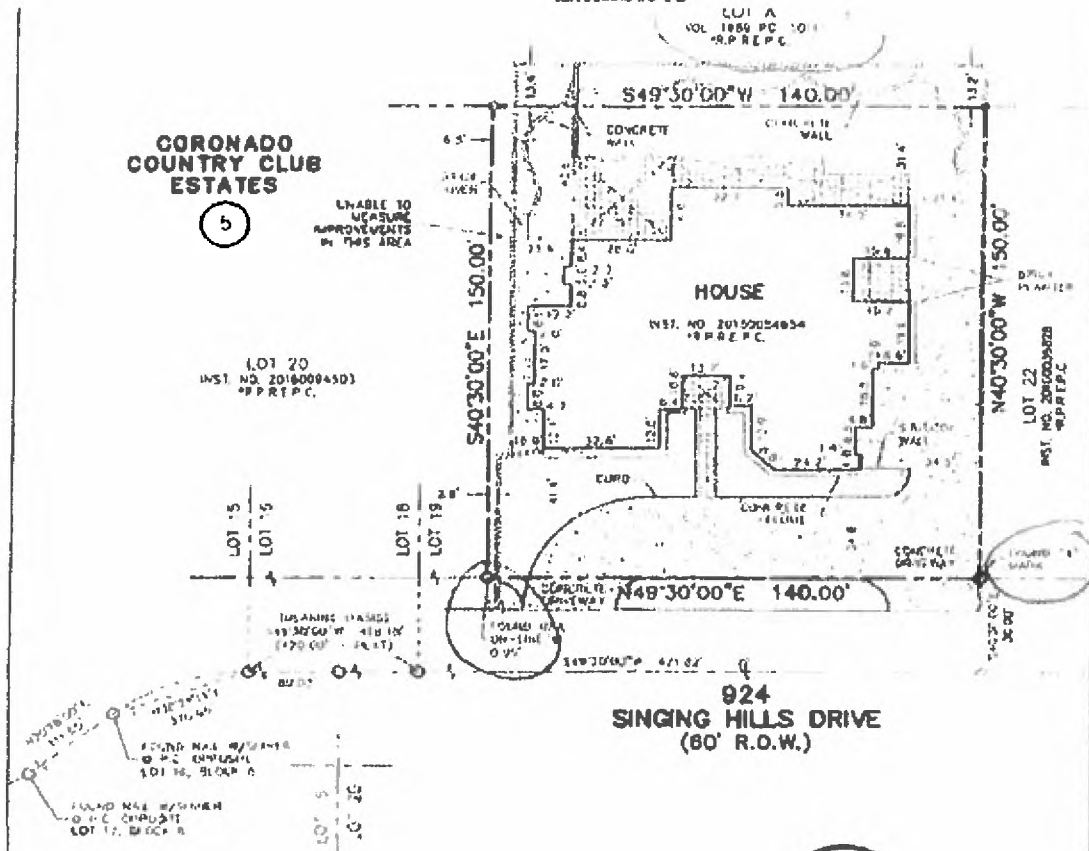


**EXHIBIT A**

**Legal Description of the Property**

**A PORTION OF TRACT A, BLOCK 5, CORONADO COUNTRY CLUB ESTATES, AN  
ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

Exhibit A



M.P.R.E.P.C. - METRIC PROPERTY RECORDS OF EL PASO COUNTY, TEXAS  
N.O.T.E.S.

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- BOUNDARIES SHOWN ARE BASED ON THE FILED PLAT FOR CORONADO COUNTRY CLUB ESTATES.
- ONLY EASEMENTS SHOWN ON THE SUBDIVISION PLAT OR RECORDED EASEMENTS AS LISTED ON THE TITLE COMMITMENT ARE SHOWN. NO ADDITIONAL RESEARCH WAS PERFORMED BY S&A INC. FOR ANY RESERVATIONS, RESTRICTIONS, BOUNDING LINES AND/OR EASEMENTS WHICH MAY AFFECT SUBJECT PARCEL.
- PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS AND CONFIRMING THE SIZE AND USE OF ALL RECORDED EASEMENTS PERTAINING TO THIS PROPERTY. IN SPITE OF THE ACCURACY OR DETECTS OF THIS PLAT.
- THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE HEREON NAMED BORROWER, MORTGAGE COMPANY, AND/OR TITLE COMPANY.
- TITLE COMMITMENT PROVIDED BY STEWART TITLE GUARANTEE COMPANY, ET OR FILE NO. 892765 DATED 11-25-18 BORROWER: REYNOLDS AND DENISE DESHELLOS REYNOLDS.

- LEGEND**
- - FOUND NAIL (UNLESS NOTED OTHERWISE)
  - - CALCULATED POINT (NOT ABLE TO SET)
  - - ROCK WALL
  - - EDGED AREA
  - - CONCRETE
  - - TILE
  - - IRON FENCE
  - - ELECTRIC BOX

**B** Barragan & Associates Inc.

LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM 10101200  
10050 Potrero Dr. Building 1  
El Paso, TX 79935  
Phone (915) 891-5700 Fax (915) 891-5704

**Plat of Survey**

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CITY OF EL PASO,  
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AREA 0.48 ACRES ±

Plat Reference Vol/Sha 2 Page 1  
Scale 1"=30' Date 12-26-19 Drawn By BT

Survey made by me and my assistants under the authority of the State of Texas, and I certify that the same are true and correct.

**HAIR VAQUERA JR**

Surveyor No. 9710  
Exp. 12/31/21  
Job No. 191219-11 Copy Rights ©  
FIRM CC Book N/A Page N/A

ORDINANCE NUMBER \_\_\_\_\_  
Land Sale-Mr. & Mrs. Reynolds

## **PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (this "*Agreement*") is entered into by and between the MUNICIPAL DRAINAGE UTILITY, by and through the EL PASO WATER UTILITIES- PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "*Seller*" or "*EPWater*") and DENISE DESHIELDS REYNOLDS & FRED L. REYNOLDS, individuals residing at 924 Singing Hills, El Paso, Texas, 79912, (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 following exceptions to the bidding requirements of the Texas Local Government Code:

- Section 272.001 (b)(1) and 272.001 (c)

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

### **AGREEMENT**

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

An approximately 0.0427-acre parcel, more or less, out of a portion of Tract A, Block 5, Coronado Country Club Estates, an Addition to the City of El Paso, El Paso County, Texas, according to the map or plat recorded in Volume 2, Page 1, Plat Records of El Paso County, Texas, such portion being legally described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, except such easements necessary for the operation of the EPWater water, wastewater, stormwater or drainage utility systems, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "*Property*").

1.1 **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.

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

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

2. **Purchase Price.** The purchase price for the Property shall be SEVEN-THOUSAND SIXTY-NINE DOLLARS AND ZERO CENTS (\$7069.00) (the "**Purchase Price**").

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

2.2 **Earnest Money.** Seller shall pay Buyer in the amount of FIVE-HUNDRED DOLLARS AND ZERO CENTS (\$500.00) (the "**Earnest Money**") with Sammie Munoz of Del Sol Title (the "**Escrow Agent**") no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited

towards the Purchase Price if and when Closing occurs.

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

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

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

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

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

**5. Title Binder.** Within twenty (20) business days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Seller a title commitment covering the Property from Del Sol Title (the "**Title Company**"), binding the Title Company to issue an Owner's Policy of Title Insurance ("**Owner's Policy**") with respect to the Property in the full amount of the Purchase Price at the Closing (the "**Title Binder**"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

**5.1 Buyer's Approval of Title.** Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("**Non-Permitted Encumbrances**"). In the event Buyer does not terminate this

Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "**Permitted Exceptions**"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

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

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

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

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

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

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

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

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

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

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

trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

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

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

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

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

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

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

- (a) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
- (b) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property;
- (c) Any and all escrow fees; and

- (d) Any and all real estate appraisal costs and surveys fees.

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

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

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

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

## 9. Default.

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

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

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

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

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

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

## 10. Miscellaneous.

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

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

**Copy to:** El Paso Water Utilities  
Attn: Alma DeAnda  
Utility Land and Water Rights Manager  
1154 Hawkins Blvd.  
El Paso, Texas 79925  
[ADeAnda@epwater.org](mailto:ADeAnda@epwater.org)

**BUYER:** Denise DeShields Reynolds & Fred L. Reynolds  
924 Singing Hills  
El Paso, Texas 79912

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

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

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

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

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

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

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR

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

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

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

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

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

*[Signatures Begin on the Following Page]*

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

SELLER:

EL PASO WATER UTILITIES –  
PUBLIC SERVICE BOARD, for and on  
behalf of THE CITY OF EL PASO, a Texas  
municipal corporation

607 By: Marcela Navarrete  
John E. Balliew  
President/CEO  
Executed on: 2-20-2023

APPROVED AS TO FORM:

Michaela Ainsa  
Michaela Ainsa  
Senior Assistant General Counsel

APPROVED AS TO CONTENT:

Alma De Anda  
Alma De Anda  
Utility Land and Water Rights Manager

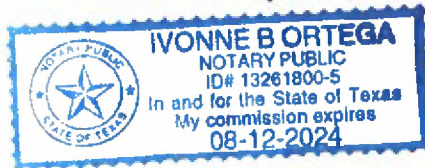
ACKNOWLEDGEMENT

STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 20<sup>th</sup> day of FEBRUARY, 2023, by ~~John E. Balliew~~, <sup>Vice-</sup> President and ~~CEO~~ of the El Paso Water Utilities – Public Service Board.  
MARCELA NAVARRETE

[Signature]  
Notary Public, State of Texas

My Commission Expires:  
08-12-2024



[Signatures Continue on the Following Page]

BUYER:

*Denise Shields Reynolds*  
DENISE DESHIELDS REYNOLDS

*Fred L. Reynolds*  
FRED L. REYNOLDS

Executed on: 2/13/23

Executed on: 2/13/23

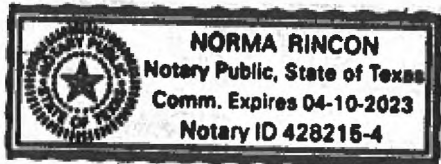
ACKNOWLEDGEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the 13th day of February, 2023, by Denise DeShields Reynolds & Fred L. Reynolds of 924 Singing Hills, El Paso, Texas, 79912.

*[Signature]*  
Notary Public, State of Texas

My Commission Expires:

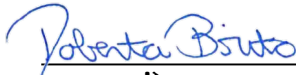


This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which shall be the *Approval Date* for the purpose described herein.

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

By: \_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

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

This Agreement has been received and reviewed by the Title Company this the \_\_\_\_ day of \_\_\_\_\_, 2023. 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:**

**Del Sol Title**

10657 Vista Del Sol Dr., Suite E

El Paso, Texas 79935

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

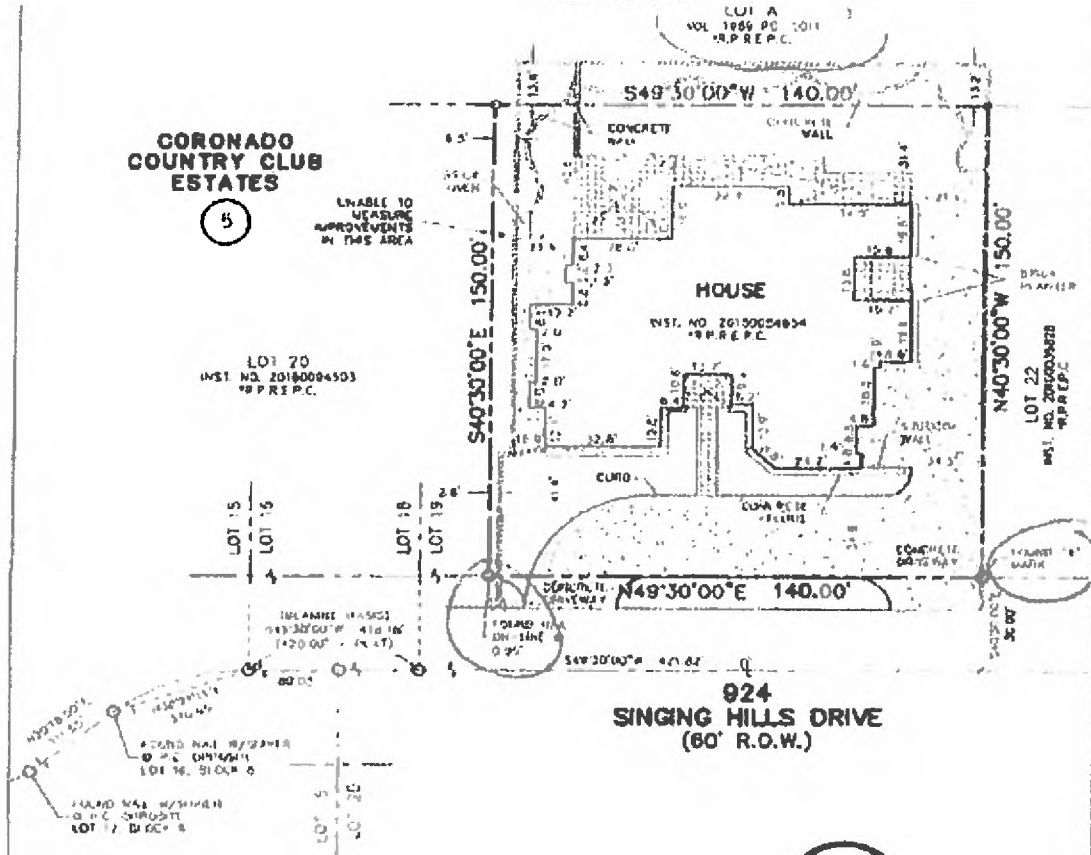
Its: \_\_\_\_\_



**EXHIBIT A**  
**Legal Description of Property**

An approximately 0.0427-acre parcel, more or less, out of a portion of Tract A, Block 5, Coronado Country Club Estates, an Addition to the City of El Paso, El Paso County, Texas, according to the map or plat recorded in Volume 2, Page 1, Plat Records of El Paso County, Texas

Exhibit A



W.P.R.E.C. - REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS  
**N.D.I.C.S.**

- PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE "C", PER T.I.M. PANEL NUMBER 480216 0023 C, LAST REVISION DATE 02-03-88. THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.
- BEARINGS SHOWN ARE BASED ON THE FILED PLAT FOR CORONADO COUNTRY CLUB ESTATES.
- ONLY EASEMENTS SHOWN ON THE SUBDIVISION PLAT OR RECORDED EASEMENTS AS LISTED ON THE TITLE COMMITMENT ARE SHOWN. NO ADDITIONAL RESEARCH WAS PERFORMED BY S.A.A. INC. FOR ANY RESERVATIONS, RESTRICTIONS, BUILDING LINES AND/OR EASEMENTS WHICH MAY AFFECT SUBJECT PARCEL.
- PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS AND CONTINUING THE DEED AND USE OF ALL RECORDED EASEMENTS PERTAINING TO THIS PROPERTY, IN spite of the accuracy or defects of this plat.
- THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE PERSON NAMED BORROWER, MORTGAGE COMPANY, AND/OR TITLE COMPANY.
- TITLE COMMITMENT PROVIDED BY STEWART TITLE GUARANTY COMPANY, CF OR FILE NO. 584718 DATED 11-23-18 BORROWER: FRED L. REYNOLDS AND DENISE NICHOLE REYNOLDS.



**LEGEND**

- - FOUND NAIL (UNLESS NOTED OTHERWISE)
- - CALCULATED POINT (NOT ABLE TO SET)
- ▭ - ROCK WALL
- ▭ - COVERED AREA
- ▭ - CONCRETE
- ▭ - FILL
- ▭ - IRON FENCE
- ⊕ - ELECTRIC BOX

**B** Barragan & Associates Inc.

LAND PLANNING & SURVEYING  
 TEXAS SURVEYING FIRM# 10151200  
 10950 Westmore Dr. Building 7  
 El Paso, TX 79935  
 Phone (915) 801-5700 Fax (915) 801-5700

**Plat of Survey**

LOT 21, BLOCK 5,  
 CORONADO COUNTRY CLUB ESTATES,  
 AN ADDITION TO THE  
 CITY OF EL PASO,  
 EL PASO COUNTY, TEXAS  
 AREA 0.48 ACRES =

File Reference Vol/SH 2 Page 1  
 Scale 1"=30' Date 12-26-19 Drawn By: BT

I hereby certify that the foregoing Survey was made and the plat thereon filed in my office as a public officer of the County of El Paso, Texas.

**HAIR VAQUERA JR.**  
 (1993)  
 COUNTY CLERK

FILED 12-26-19 10:11 AM  
 Vol. 191219-11 Page 1 of 1

ORDINANCE NUMBER \_\_\_\_\_  
 Land Sale-Mr. & Mrs. Reynolds

**EXHIBIT B**  
**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:** \_\_\_\_\_, 2023

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

**Grantee:**           Fred L. Reynolds & Denise DeShields-Reynolds  
924 Singing Hills  
El Paso, Texas 79912

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

**Property (including any improvements):**

A parcel of land consisting of approximately 0.0472 acres, a portion of Tract A, Block 5, Coronado Country Club Estates, an Addition to the City of El Paso, El Paso County, Texas, such portion being legally described by metes and bounds on **Exhibit A**, attached hereto and incorporated herein for all purposes.

**Severance of Groundwater Estate and Reservations from Conveyance:**

*Save and except:*

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

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

**Exceptions to Conveyance and Warranty:**

- (2) The following restrictive covenants, those as recorded in Volume 1375, Page 96, Official Records of El Paso County, Texas, but omitting any covenant conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition, or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but not discriminate against handicapped persons.
- (3) Easement for overhang of service wires for pole type utilities and buried service wires, conduits and pipes for underground utilities, ingress and egress for service or construction of same, according to the Map or Plat thereof, filed in record in Volume 2, Page 1, Plat record of El Paso County, Texas.
- (4) Mineral interest, together with all the rights thereto, express or implied, as described in that certain instrument executed by H.J. Walker to H.E. Cantrell & Sam Watkins, dated June 20, 1931, filed for record in the Office of the County Clerk of El Paso County, Texas in Volume 542, Page 224, Official Records El Paso County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of aforesaid instrument.
- (5) Reservation of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to the State in the certain Patent from Allan Shivers to Frances Baylor Foster, dated April 3, 1956, filed for record in the Office of the County Clerk of El Paso County, Texas in Volume 1283, Page 303, Official Records El Paso County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument.
- (6) Reservation of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to the State in the certain Patent from Allan Shivers to Norman E. Veazey, dated April 3, 1956, filed for record in the Office of the County Clerk of El Paso County, Texas in Volume 1283, Page 305, Official Records El Paso County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument.

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

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when

the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

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

*(Signature page and exhibits follow.)*

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

**GRANTOR:**

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

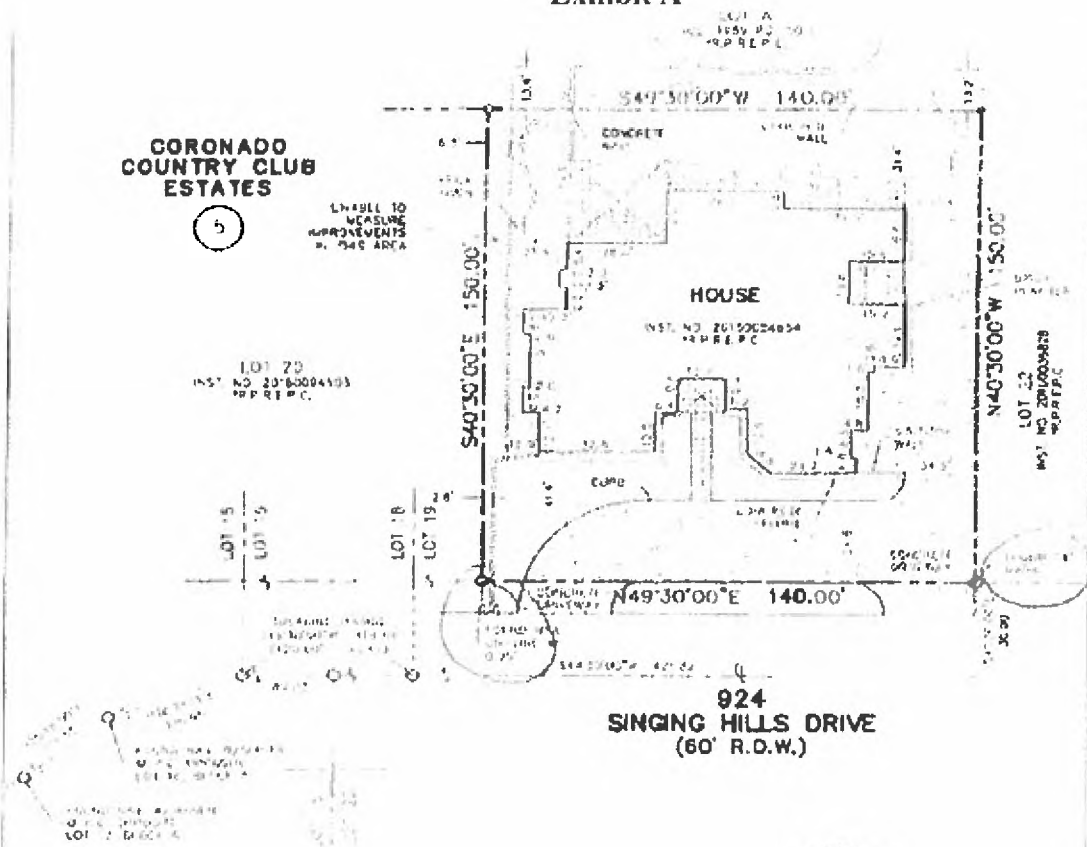
By: \_\_\_\_\_  
Name: Tomás Gonzalez  
Title: City Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO         §

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

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

Exhibit A



924  
SINGING HILLS DRIVE  
(60' R.D.W.)



MAP & P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS  
**N.O.T.E.S.**  
 PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE 12 PER T.M.W. PANEL NUMBER 482314 D012 E. LAST REVISION DATE 02-02-88 THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.  
 2. BEARINGS SHOWN ARE BASED ON THE FILED PLAT FOR CORONADO COUNTRY CLUB ESTATES.  
 3. ONLY EASEMENTS SHOWN ON THE SUBDIVISION PLAN OR RECORDED EASEMENTS AS LISTED ON THE TITLE COMMITMENT ARE SHOWN. NO ADDITIONAL RESEARCH WAS PERFORMED BY SAA INC FOR ANY RESERVATIONS, RESTRICTIONS, BUILDING LINES AND/OR EASEMENTS WHICH MAY AFFECT SUBJECT PARCEL.  
 4. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS AND CONFIRMING THE SIZE AND USE OF ALL RECORDED EASEMENTS PERTAINING TO THIS PROPERTY IN VIOLE OF THE ACCURACY OR EFFECTS OF THIS PLAT.  
 5. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE HEREIN NAMED BORROWER, MORTGAGE COMPANY, AND/OR TITLE COMPANY.  
 6. TITLE COMMITMENT PROVIDED BY STEWART TITLE GUARANTEE COMPANY, LP OF FILE NO 584218 DATED 11-25-18 BORROWER 1413 L REYNOLDS AND DENISE REYNOLDS REYNOLDS.

- LEGEND**
- - FOUND NAIL (UNLESS NOTED OTHERWISE)
  - - CALCULATED POINT (NOT ABLE TO SET)
  - ▬ - BOLD WALL
  - ▬ - CONCRETE WALL
  - ▬ - CONCRETE
  - ▬ - FILL
  - ▬ - FENCE
  - ⊕ - ELECTRIC BOX

**B** Barragan & Associates Inc.  
 LAND PLANNING & SURVEYING  
 TEXAS SURVEYING FIRM# 10152011  
 10850 Pelican Dr Building 1  
 El Paso, TX 79935  
 Phone (915) 591-5700 Fax (915) 591-5701

**Plat of Survey**  
 LOT 21, BLOCK 5,  
 CORONADO COUNTRY CLUB ESTATES  
 AN ADDITION TO THE  
 CITY OF EL PASO  
 EL PASO COUNTY, TEXAS  
 AREA 0.48 ACRES =

File Reference: vol 482314 Page 1  
 Scale: 1"=30' Date: 12-26-19 Drawn By: DT



ORDINANCE NUMBER \_\_\_\_\_  
 Land Sale-Mr. & Mrs. Reynolds



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

COMMITMENT FOR TITLE INSURANCE  
ISSUED BY


SIERRA TITLE INSURANCE  
GUARANTY COMPANY, INC.

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

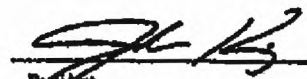
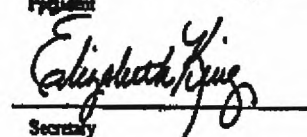
This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Del Sol Title Company

  
Authorized Signatory



  
President  
  
Secretary

## CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 3409 N. 10<sup>th</sup> Street, McAllen, TX 78501.

# SIERRA TITLE INSURANCE

GUARANTY COMPANY, INC.

**IMPORTANT INFORMATION**

**FOR INFORMATION, OR  
TO MAKE A COMPLAINT  
CALL OUR TOLL-FREE TELE-  
PHONE NUMBER**

**1-866-764-8323**

**ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT**

**1-800-252-3439**

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

**YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771**

**AVISO IMPORTANTE**

**PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS**

**1-866-764-8323**

**TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL**

**1-800-252-3439**

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

**TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771**

# SIERRA TITLE INSURANCE

GUARANTY COMPANY, INC.  
TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

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

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

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

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

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

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

-EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-866-764-8323 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

-Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy.

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

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

**DELETION OF ARBITRATION PROVISION**  
(Not applicable to the Texas Residential Owner's Policy)

Commitment No.: 23-1143SM

GF No.: 23-1143SM

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

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

**The arbitration provision in the Policy is as follows:**

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.**

**SCHEDULE A**

Effective Date: February 8, 2023

GF No.: HP23-1143

Commitment No. HP23-1143, issued February 17, 2023, 01:41 PM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$0.00  
PROPOSED INSURED: tbd

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:  
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- f. OTHER

Policy Amount:  
PROPOSED INSURED:

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

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

The City of El Paso

**SCHEDULE A**  
(Continued)

4. Legal description of land:

A portion of Tract A, Block 5, CORONADO COUNTRY CLUB ESTATES, an Addition to the City of El Paso, El Paso County, Texas, according to the map or plat recorded in Volume 2, Page 1, Plat Records of El Paso County, Texas and being more particularly described by Metes and Bounds to be provided.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Schedule B hereof.



## SCHEDULE B

Commitment No.: HP23-1143

GF No.: HP23-1143

### EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below:

Those as recorded in Volume 1375, Page 96, Official Records of El Paso County, Texas, but omitting any covenant conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition, or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but not discriminate against handicapped persons.

**(Omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.)**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.

## **SCHEDULE B**

(Continued)

7. **Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)**
8. **Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)**
9. **The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).**
10. **The following matters and all terms of the documents creating or offering evidence of the matters:**
  - a. **Rights of parties in possession. (Owner's Policy Only)**
  - b. **Easement for overhang of service wires for pole type utilities and buried service wires, conduits and pipes for underground utilities, ingress and egress for service or construction of same, according to the Map or Plat thereof, filed for record in Volume 2, Page 1, Plat Records El Paso County, Texas.**
  - c. **Mineral interest, together with all rights relative thereto, express or implied, as described in that certain instrument executed by H.J. Walker to H.E. Cantrell & Sam Watkins, dated June 20, 1931, filed for record in the Office of the County Clerk of El Paso County, Texas in Volume 542, Page 224, Official Records El Paso County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument.**
  - d. **Reservation of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to the State in that certain Patent from Allan Shivers to Frances Baylor Foster, dated April 3, 1956, filed for record in the Office of the County Clerk of El Paso County, Texas in Volume 1283, Page 303, Official Records El Paso County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument.**
  - e. **Reservation of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to the State in that certain Patent from Allan Shivers to Norman E. Veazey, dated April 3, 1956, filed for record in the Office of the County Clerk of El Paso County, Texas in Volume 1283, Page 305, Official Records El Paso County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument.**
  - f. **Easements or claims of easements which are not a part of the public record.**
  - g. **Prescriptive rights for roads, public or private, ditches, canals and/or utilities which are not a part of the public record, but visible from an inspection of the proposed insured land(s) or revealed by a proper survey.**
  - h. **Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.**

**SCHEDULE B**  
(Continued)

- i. Any claim or allegation that the land described in Schedule A of this policy, was conveyed in violation of V.A.T.C Local Government Code, Sections 212.004, et seq. or 232.001, or in violation of any county or municipal ordinance affecting subdivisions, or any loss of the use of the land by reason thereof
  
- j. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.(Note: Upon receipt of a survey acceptable to Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)
  
- k. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.  
Liability hereunder at the date hereof is limited to \$ . Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy. (OWNER POLICY ONLY)  
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).
  
- l. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.  
Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy. (LOAN POLICY ONLY)  
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

## SCHEDULE C

Commitment No.: HP23-1143

GF No.: HP23-1143

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. NOTE: Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
6. Company will require a proper survey prepared by a licensed Registered Professional Land Surveyor of the State of Texas, containing correct metes and bounds description of the proposed insured land. When submitted for examination and approval, this Company may make additional requirements and/or exceptions.
7. Order Application shows the proposed transaction to be a sale. Provide the Exam Department with the names of the proposed buyers to conduct a search of the General Index on the name(s) of the buyers(s) for involuntary liens and or bankruptcy. Company reserves the right to make additional requirements as said information is made available to the company.
8. In accordance with Procedural Rule P-30 (Guaranty Assessment Recoupment Charge), a Policy Guaranty Fee of \$2.00 for each Owner's Policy and Loan Policy issued must be collected at time of closing and remitted by the Title Company on all transactions closed on or after May 1, 2019. The Policy Guaranty Fee will be disclosed on the Closing Disclosure and/or the Texas Disclosure Form (Form T-64) as appropriate.
9. Upon delivery of an acceptable approved survey An acceptable approved survey having been furnished, and upon payment of the applicable premium in the case of an Owner Policy, Item 2 of Schedule B will be amended to read in its entirety: "Shortages in area".

**SCHEDULE C**  
(Continued)

10. Upon payment of the applicable premium(s), Item 5 of Schedule B of the Loan Policy will be amended to read as follows: Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. Company insures that standby fees, taxes and assessments by any taxing authority for the year 2023 are not yet due and payable.
  
11. **NOTICE TO BUYER:** This property is being purchased by a contract referred to as a TREC contract. Pursuant to Section 6b of said contract, Seller is to deliver to Buyer this Commitment of Title Insurance, and, at Buyer's expense, copies of documents listed as exceptions in this Title Commitment. If Buyer wishes delivery of such documents, Buyer must supply the Title Company with a written request for such documents. Upon receipt of such written request, the Title Company will prepare and estimate of such cost, and upon payment of said cost, will deliver such documents.
  
12. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on the front of the documents:  
  

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**
  
13. The Earnest Money Contract you entered into to purchase the land, may provide that the standard title policy contains an exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements, and that Parties, at Parties' expense, may have the exception amended to read, "shortages in area," thereby giving you coverage for those matters. The Texas Title Insurance Information portion of the Commitment for Title Insurance advises that an Owner's Policy will insure against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping improvements if an additional premium for the coverage. Any Owner's Policy issued in connection with the closing of the proposed transaction will contain this coverage and an additional premium will be charged unless on or before the date of closing the Company is advised in writing that this coverage is rejected.
  
14. Title Company reserves the right to revise any proposed insuring provision herein or make additional requirements upon its review of any additional documentation or information, including but not limited to a qualified approved survey.

## SCHEDULE D

Commitment No.: 23-1143SM

GF No.: 23-1143SM

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

1. The following individuals are directors and/or officers of SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.:

**DIRECTORS**

John Robert King  
Elizabeth King  
John C. DeLoach  
Robert Field  
Jordan R. King  
William D. Moschel  
Neel Fulghum

**OFFICERS**

John Robert King President  
Elizabeth King Secretary/Treasurer  
John C. DeLoach Chief Underwriter  
Jordan King Vice President

A-2. The following individuals and entities are shareholders owning or controlling, directly or indirectly, ten percent (10%) or more of the shares of **SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.**

John R. and Elizabeth King; Sierra Title Company, Inc.; Sierra Title of Hidalgo County, Inc.; Metro Title Company, Inc., dba Sierra Title Company of Cameron and Willacy Counties.

A-3. Individuals, firms, partnerships, associations, corporations, trusts or other entities owning ten percent (10%) or more of those entities referred to in item no. A-2 herein above as of the last day of the year preceding the date hereinabove set forth are as follows:

John King; Elizabeth King; Robert Field; June Ezell; W.D. Moschel; James M. Moffitt.

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

B-1. Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows: Hector Phillips

B-2. Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows:  
None

B-3. If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors: Hector Phillips

B-4. If Title Insurance Agent is a corporation, the following is a list of its officers:  
Hector Phillips, President  
Irasema Munoz Ashrafzadeh, On-Site Manager

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

**SCHEDULE D**  
(Continued)

You are further advised that the estimated title premium\* is:

**Total                    \$                    0.00**

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

Amount	To Whom	For Services
\$75.00	Sierra Title of El Paso	Title Examination

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

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.