

RESOLUTION

That the City Manager, or designee, is authorized to effectuate the purchase and closing of a 1.1720-acre parcel of property legally described as a portion of Tract 1, Section 32, Block 80, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, in the City of El Paso, El Paso County Texas including any and all improvements located on the Property for \$612,612 dollars.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with JPMorgan Chase Bank, National Association, Successor by Merger to Chase Bank of Texas, National Association, Trustee of the Wilma Donohue Moleen Foundation, (2) sign any and all documents related and/or necessary to effectuate the purchase and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property, (5) sign any contract amendments provided that such amendments do not increase the purchase price, and (6) use the MPO Match funds and effectuate any budget transfers necessary to ensure the funds are obligated and fully expended in accordance with the funding requirements.

APPROVED this _____ day of _____ 2025.

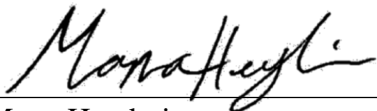
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

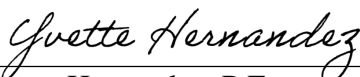
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT



Yvette Hernandez, P.E.
City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE

This Contract of Sale (“**Agreement**”) is made this ___ day of _____, 202__ (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Buyer**”) and JPMorgan Chase Bank, National Association, Successor by Merger to Chase Bank of Texas, National Association, Trustee of the Wilma Donohue Moleen Foundation (“**Seller**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

The parties agree as follows:

SECTION 1. CONVEYANCE OF THE PROPERTY.

- A. Under the conditions of this Agreement, the Seller agrees to sell and convey the property described below to the Buyer:

A portion of Tract 1, Section 32, Block 80, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, in the City of El Paso, El Paso County Texas and being more particularly described by metes and bounds and survey in Attachment “A” attached hereto and made a part hereof for all purposes (the “**Property**”).

SECTION 2. PURCHASING PRICE.

- A. The Buyer will pay the Seller a total amount of \$612,612.00 for the Property (“**Purchase Price**”). The Purchase Price is to be paid to the Seller through Stewart Title, 415 N. Mesa St., El Paso, Texas 79901, Attn: Ron Rush (the Title Company) at the Closing of this Agreement.
- B. The Buyer will submit funds to the Title Company in the amount of \$10,000.00 as an earnest money deposit (“**Deposit**”), within seven (7) calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow account. The Deposit shall be credited against the Purchase Price due at Closing. The Deposit and any interest earned thereon will be fully refundable to Buyer if this Agreement is properly terminated during the Inspection Period, as it may be extended, or as otherwise permitted under the terms of this Agreement.
- C. The Title Company will act as the escrow holder in this transaction. The Buyer will deliver signed copies of this Agreement to the Title Company, which will serve as instructions for the Closing of this transaction.

SECTION 3. SELLER'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. **WARRANTIES.** The Seller's represents and warrants to the Buyer that:

1. The Seller has the authority to enter into this Agreement, and has the full right to convey the Property unto the Buyer pursuant to the terms of this Agreement such that Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
2. There are no tenants or other parties in possession of the Property, and no leasehold rights or interests have been granted and are currently in effect involving the Property;
3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien, nor is there any lien or claim of lien against the Property or, to Seller's knowledge, threatened against or affecting the Property which will not be released at Closing;
4. There are no pending claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property;
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property;
7. The Seller has not received notices of any violations regarding zoning or construction regarding the use of the Property or construction of any improvements on the Property;
8. There is no pending litigation pertaining to the Property;
9. During Seller's ownership of the Property, neither the land nor the improvements on the Property were used for the manufacturing process, distribution, use, treatment, storage, disposal, transport, or handling of hazardous materials;
10. The Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act; and
11. The person signing this Agreement on behalf of the Seller represents that they have authority to bind the Seller and that the Seller can carry out the Seller's obligations under this Agreement;

12. There are no other persons or parties claiming any rights to the Property, in whole or in part;
13. The Seller has not offered or granted any other party the right or option to acquire, in whole or in part, the Property;
14. The Seller has not received any notice of any violation of any law, regulation, etc. regarding the Property.

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

1. Within ten (10) business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:
 - a. Any “as-built” plans for any improvements on the Property;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
 - c. Any existing surveys (including boundary, improvement and topographical surveys), reports (including geotechnical and soils, if any), studies, plans, drawings, assessments, permits, notices, site plans, leases, land use agreements, covenants, restrictions or other similar written information or materials pertaining to the condition, use or development of the Property and improvements, if any, located thereon;
 - d. Other documentation or information in Seller’s possession or control that pertains to the related physical or environmental conditions of the Property.
2. If the Seller has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, or agreed to pay consulting fees in connection with the transaction contemplated in this Agreement, then the Seller is responsible for the payments of that contract.
3. The Seller will direct all payments under this Agreement to the Title Company selected by the Buyer.
4. The Seller will not physically or legally alter the Property after the Effective Date of this Agreement.

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

A. WARRANTIES. The Buyer warrants that:

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

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

1. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

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

1. The Buyer may select the Title Company that will assist with the Sale of the Property. The Buyer will forward this Agreement to the Title Company to be used as escrow instructions.
2. INSPECTION. The Buyer may inspect the Property within thirty (30) days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1).
3. TITLE INSURANCE. The Buyer may, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within ten (10) days of the Effective Date of this Agreement. If the Buyer orders a commitment for Title Insurance for the Property, then the Buyer will send a copy of any documents related to the Title Insurance to the Seller.
4. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within ten (10) days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.

5. **TITLE REVIEW PERIOD.** The Buyer may review the commitment for Title Insurance and the survey within ten (10) days of receiving the commitment for Title Insurance and the survey (“**Title Review Period**”) and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer’s objections, if any. If the Buyer does not send the Seller a written notice with the Buyer’s objections within the time frame described above, then the parties will proceed with the sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within five (5) calendar days of receiving Buyer’s objections:
 - a. Notify the Buyer that the Seller will cure the Buyer’s objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer’s objections before the Closing Date;
 - b. Notify the Buyer that the Seller will cure the Buyer’s objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer’s objections. The Buyer may terminate this Agreement in accordance with Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or
 - c. Terminate this Agreement in accordance with Section 5(A)(3).
6. Notwithstanding the provisions above, Seller’s conveyance of the title to the Property shall not be subject to mechanics’ or materialmen’s liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.

SECTION 5. TERMINATION.

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

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following a five (5) calendar day notice and a five (5) calendar day opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
3. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(5), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(5) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

- A. The parties will have met all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within fifteen (15) calendar days following expiration of the Inspection Period, as it may be extended, or such earlier date as may be specified by the Buyer by not less than five (5) days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by the Closing Date is a breach of this Agreement. The Closing Date is subject to change by the mutual agreement of both parties.
- B. **SELLER'S OBLIGATIONS.** At the closing of this Agreement the Seller will deliver the following to the Buyer:
 1. A fully executed deed ("**Deed**") conveying the title to the Property included in this Agreement as **Attachment "B"**;
 2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property; and
 4. Any other items requested by the Title Company to finalize the closing of this Agreement.
- C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller:
1. The Purchase Price minus the Deposit that is being held by the Title Company;
 2. Evidence accepted by the Seller and the Title Company showing the completion of the transaction set out by this Agreement; and
 3. Any other items requested by the Title Company to finalize the closing of this Agreement. The Buyer will be responsible for paying all fees associated with the closing of this Agreement including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
- D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within thirty (30) Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.
- E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Buyer is not subject to the liabilities or obligations the Seller obtains under the performance of this Agreement.

- E. CONFIDENTIALITY. The Seller acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. GOVERNING LAW. This Agreement is governed by Texas law.
- G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. GOVERNMENTAL FUNCTIONS. The parties agree that the Buyer is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act.
- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Signatures begin on following page.)

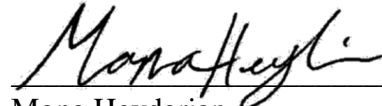
EXECUTED by City the ____ day of _____, 20__.

BUYER:

CITY OF EL PASO, TEXAS

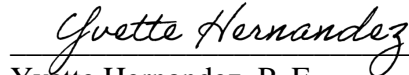
By: _____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Mona Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P. E.
City Engineer

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 202__,
by Dionne L. Mack, as City Manager of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

EXECUTED by Seller the ____ day of _____, 20__.

SELLER: JPMorgan Chase Bank, National Association,
Successor by Merger to Chase Bank of Texas,
National Association, Trustee of the Wilma
Donohue Moleen Foundation

By: Matthew A. Theisen, Executive Director

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this ____ day of _____, 202__,
by Matthew A. Theisen, Executive Director, of the **Seller**.

Notary Public, State of Texas

My commission expires:

ATTACHMENT "A"

METES AND BOUNDS DESCRIPTION

CHASE PARCEL
1.1720 ACRES

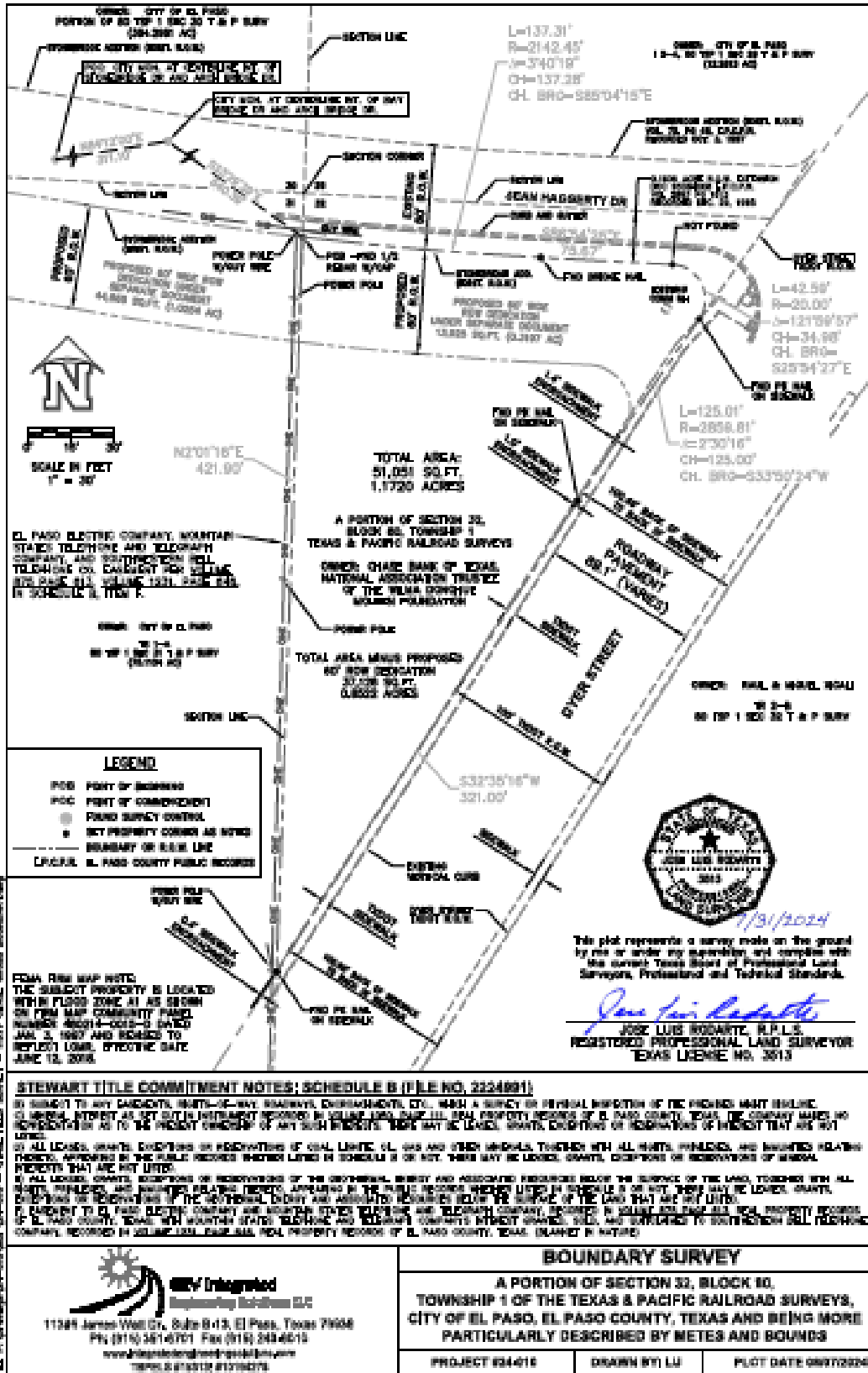
A PORTION OF LAND CONTAINING 1.1720 ACRES (51,051 SQUARE FEET), MORE OR LESS, LOCATED IN BLOCK 80, TOWNSHIP 1, SECTION 32, TEXAS & PACIFIC RAILWAY SURVEYS, TRACT 1, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BEING OUT OF A CALLED 1.644 ACRES TRACT OF LAND DESCRIBED IN DEED FROM INDEPENDENT EXECUTOR OF THE ESTATE OF WILMA D. MOLEEN, DECEASED, TO CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, RECORDED IN VOL 3609, PAGE 1685 (DOC #00099047026) OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY (O.P.R.R.P.E.P.C), EXECUTED JUNE 15, 1999 SAID 1.1720 ACRES (51,051 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND CITY MONUMENT LOCATED AT THE CENTERLINE INTERSECTION OF ARCH BRIDGE DR. (52.00 FEET RIGHT-OF-WAY) AND STONEBRIDGE DR. (56.00 FEET RIGHT-OF-WAY) OF SAID STONEBRIDGE ADDITION DESCRIBED IN STONEBRIDGE ADDITION, RECORDED IN VOLUME 0072, PAGE 0048 (DOCUMENT NUMBER 00097060405) OF THE EL PASO COUNTY PLAT RECORDS (E.P.C.P.R.). **THENCE**, NORTH 84° 12' 00" EAST, FOR 311.10 FEET TO A FOUND CITY MONUMENT AT THE CENTERLINE INTERSECTION OF BAY BRIDGE DR., (56.00 FEET RIGHT-OF-WAY) ARCH BRIDGE DR. (52.00 FEET RIGHT-OF-WAY). **THENCE**, LEAVING SAID CENTERLINE SOUTH 33° 29' 39" EAST FOR A DISTANCE OF 840.39 FEET TO A FOUND ½" REBAR WITH CAP AND BEING THE NORTHWESTERN CORNER POINT FOR THIS PARCEL FOR THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN;

- 1) **THENCE**, TRAVELING ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 137.31 FEET, HAVING A RADIUS OF 2142.45 FEET THROUGH A DELTA ANGLE OF 03° 40' 19", AND A CHORD WHICH BEARS SOUTH 85° 04' 15" EAST, A CHORD LENGTH OF 137.28 FEET, TO A FOUND BRIDGE NAIL;
- 2) **THENCE**, TRAVELING SOUTH 86° 54' 25" EAST FOR A DISTANCE OF 75.67 FEET TO A SET POINT, FOLLOWED BY A CURVE;
- 3) **THENCE**, TRAVELING ALONG THE DYER STREET ROW (100.00') ON A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 42.59 FEET, HAVING A RADIUS OF 20.00 FEET THROUGH A DELTA ANGLE OF 121° 59' 57", AND A CHORD WHICH BEARS SOUTH 25° 54' 27" EAST, A CHORD LENGTH OF 34.98 FEET, TO A FOUND PK NAIL ON SIDEWALK, FOLLOWED BY A CURVE;
- 4) **THENCE**, TRAVELING ALONG A CURVE CONTINUING ALONG DYER STREET ROW (100.00') TO THE RIGHT WITH AN ARC LENGTH OF 125.01 FEET, HAVING A RADIUS OF 2859.81 FEET THROUGH A DELTA ANGLE OF 02° 30' 16", AND A CHORD WHICH BEARS SOUTH 33° 50' 24" WEST, A CHORD LENGTH OF 125.00 FEET, TO A FOUND PK NAIL ON SIDEWALK;
- 5) **THENCE**, TRAVELING SOUTH 32° 35' 16" WEST CONTINUING ALONG DYER STREET ROW (100.00'), FOR A DISTANCE OF 321.00 FEET TO THE FOUND PK NAIL ON SIDEWALK AT THE SOUTH CORNER POINT;
- 6) **THENCE**, LEAVING DYER STREET ROW (100.00') TRAVELING NORTH 02° 01' 16" EAST, FOR A DISTANCE OF 421.90 FEET TO THE FOUND NORTHWESTERN ½" REBAR WITH CAP AND BEING THE **TRUE POINT OF BEGINNING**, CONTAINING 1.1720 ACRES (51,051 SQUARE FEET) OF LAND.

SAID BLOCK 80, TOWNSHIP 1, SECTION 32, TEXAS & PACIFIC RAILWAY SURVEYS, TRACT 1, CONTAINING 1.1720 ACRES (51,051 SQUARE FEET) MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS OF RECORD.

SURVEY



ATTACHMENT "B"

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

SPECIAL WARRANTY DEED

Effective Date: __ day of _____, 202__

Grantor: JPMorgan Chase Bank, National Association, Successor by Merger to Chase Bank of Texas, National Association, Trustee of the Wilma Donohue Moleen Foundation

Grantor's Mailing Address: JPMorgan Chase Bank, N.A.
 Attn: Matthew A. Theisen
 1900 N. Akard, Floor 4
 Dallas, TX 75201

Grantee: **City of El Paso, Texas**, a Texas home-rule municipality

Grantee's Mailing Address: City of El Paso
 P.O Box 1890
 El Paso, Texas 79950-1890

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A portion of Tract 1, Section 32, Block 80, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, in the City of El Paso, El Paso County, Texas:, as more particularly described in the attached survey and metes and bounds as **Attachment "A"**.

CONSIDERATION

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

EXCEPTIONS TO CONVEYANCE

Any easements and encumbrances of record prior to the Effective Date.

RESERVATIONS TO CONVEYANCE

NONE

WARRANTY AND CONVEYANCE:

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE,

GRANTEE’S administrators, successors and assigns forever. GRANTOR hereby binds GRANTOR and the GRANTOR’S successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property to GRANTEE and GRANTEE’S administrators, successors and assigns against every person whomsoever lawfully claiming or any part thereof by, through or under Grantor, but not otherwise, except to any Exceptions to Warranty.

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

EXECUTED by Grantor the ___ day of _____, 20__.

GRANTOR:

JPMorgan Chase Bank, National Association,
Successor by Merger to Chase Bank of Texas,
National Association, Trustee of the Wilma
Donohue Moleen Foundation

By: _____
Matthew A. Theisen, Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this _____ day of _____, 202__, by
Matthew A. Theisen, Executive Director, JPMorgan Chase Bank, National Association, on
behalf of Grantor.

Notary Public in and for the State of Texas

ATTACHMENT 'A'

METES AND BOUNDS DESCRIPTION

CHASE PARCEL
1.1720 ACRES

A PORTION OF LAND CONTAINING 1.1720 ACRES (51,051 SQUARE FEET), MORE OR LESS, LOCATED IN BLOCK 80, TOWNSHIP 1, SECTION 32, TEXAS & PACIFIC RAILWAY SURVEYS, TRACT 1, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BEING OUT OF A CALLED 1.644 ACRES TRACT OF LAND DESCRIBED IN DEED FROM INDEPENDENT EXECUTOR OF THE ESTATE OF WILMA D. MOLEEN, DECEASED, TO CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, RECORDED IN VOL 3609, PAGE 1685 (DOC #00099047026) OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY (O.P.R.P.E.P.C), EXECUTED JUNE 15, 1999 SAID 1.1720 ACRES (51,051 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND CITY MONUMENT LOCATED AT THE CENTERLINE INTERSECTION OF ARCH BRIDGE DR. (52.00 FEET RIGHT-OF-WAY) AND STONEBRIDGE DR. (56.00 FEET RIGHT-OF-WAY) OF SAID STONEBRIDGE ADDITION DESCRIBED IN STONEBRIDGE ADDITION, RECORDED IN VOLUME 0072, PAGE 0048 (DOCUMENT NUMBER 00097060405) OF THE EL PASO COUNTY PLAT RECORDS (E.P.C.P.R.). **THENCE**, NORTH 84° 12' 00" EAST, FOR 311.10 FEET TO A FOUND CITY MONUMENT AT THE CENTERLINE INTERSECTION OF BAY BRIDGE DR., (56.00 FEET RIGHT-OF-WAY) ARCH BRIDGE DR. (52.00 FEET RIGHT-OF-WAY). **THENCE**, LEAVING SAID CENTERLINE SOUTH 33° 29' 39" EAST FOR A DISTANCE OF 840.39 FEET TO A FOUND ½" REBAR WITH CAP AND BEING THE NORTHWESTERN CORNER POINT FOR THIS PARCEL FOR THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN;

- 1) **THENCE**, TRAVELING ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 137.31 FEET, HAVING A RADIUS OF 2142.45 FEET THROUGH A DELTA ANGLE OF 03° 40' 19", AND A CHORD WHICH BEARS SOUTH 85° 04' 15" EAST, A CHORD LENGTH OF 137.28 FEET, TO A FOUND BRIDGE NAIL;
- 2) **THENCE**, TRAVELING SOUTH 86° 54' 25" EAST FOR A DISTANCE OF 75.67 FEET TO A SET POINT, FOLLOWED BY A CURVE;
- 3) **THENCE**, TRAVELING ALONG THE DYER STREET ROW (100.00') ON A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 42.59 FEET, HAVING A RADIUS OF 20.00 FEET THROUGH A DELTA ANGLE OF 121° 59' 57", AND A CHORD WHICH BEARS SOUTH 25° 54' 27" EAST, A CHORD LENGTH OF 34.98 FEET, TO A FOUND PK NAIL ON SIDEWALK, FOLLOWED BY A CURVE;
- 4) **THENCE**, TRAVELING ALONG A CURVE CONTINUING ALONG DYER STREET ROW (100.00') TO THE RIGHT WITH AN ARC LENGTH OF 125.01 FEET, HAVING A RADIUS OF 2859.81 FEET THROUGH A DELTA ANGLE OF 02° 30' 16", AND A CHORD WHICH BEARS SOUTH 33° 50' 24" WEST, A CHORD LENGTH OF 125.00 FEET, TO A FOUND PK NAIL ON SIDEWALK;
- 5) **THENCE**, TRAVELING SOUTH 32° 35' 16" WEST CONTINUING ALONG DYER STREET ROW (100.00'), FOR A DISTANCE OF 321.00 FEET TO THE FOUND PK NAIL ON SIDEWALK AT THE SOUTH CORNER POINT;
- 6) **THENCE**, LEAVING DYER STREET ROW (100.00') TRAVELING NORTH 02° 01' 16" EAST, FOR A DISTANCE OF 421.90 FEET TO THE FOUND NORTHWESTERN ½" REBAR WITH CAP AND BEING THE **TRUE POINT OF BEGINNING**, CONTAINING 1.1720 ACRES (51,051 SQUARE FEET) OF LAND.

SAID BLOCK 80, TOWNSHIP 1, SECTION 32, TEXAS & PACIFIC RAILWAY SURVEYS, TRACT 1, CONTAINING 1.1720 ACRES (51,051 SQUARE FEET) MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS OF RECORD.

