

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

AGENDA DATE: April 9, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL: No. 2: Set the Standard for a Safe and Secure City
No. 7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: No. 2.3: Increase Public Safety Operational Efficiency

SUBJECT:

A Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of real property commonly known as 7024 Cielo Vista Dr., El Paso, Texas and legally described as a 13.2306-acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of the block labeled "City School/Park", also known as "Unnumbered" Block, CIELO VISTA PARK SUBDIVISION, as filed in Volume 1, Page 21 of the plat records of El Paso County, Texas, including any and all improvements located on the Property for the Purchase price of \$4.76 Million dollars. Further, the City manager or designee is authorized to: (1) execute a Contract of Sale with the Board of Trustees of the El Paso Independent School District, (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 2019 Public Safety Bond funds and effectuate any budget transfers necessary to ensure the funds are obligated and fully expended in accordance with the bond requirements.

BACKGROUND / DISCUSSION:

The City of El Paso desires to acquire approximately 13.2306 acres of land located at 7024 Cielo Vista Dr., El Paso, Texas, for the intended use of the Central Regional Command Center Police Facility.

PRIOR COUNCIL ACTION:

Executive Session – August 29, 2023

AMOUNT AND SOURCE OF FUNDING:

\$4,760,000 | 580000-190-4820-29080

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement

SECONDARY DEPARTMENT: Police

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, P.E.
City Engineer

RESOLUTION

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property commonly known as 7024 Cielo Vista Dr., El Paso, Texas, and legally described as a 13.2306-acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of the block labeled "City School/Park", also known as "Unnumbered" Block, Cielo Vista Park Subdivision, including any and all improvements located on the Property for \$4.76 Million dollars.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with the Board of Trustees of the El Paso Independent School District for the purchase of the property; (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 2019 Public Safety Bond funds and effectuate any budget transfers necessary to ensure the funds are obligated and fully expended in accordance with the bond requirements.

APPROVED this _____ day of _____ 2024.

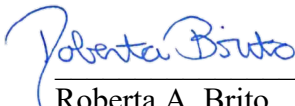
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

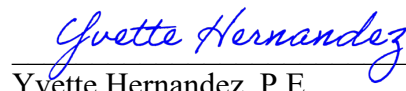
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta A. Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E.
City Engineer

REAL ESTATE SALES CONTRACT

This contract ("Contract") to buy and sell real property is between Seller and Buyer as identified below, and is effective on the date of the last of the signatures by Seller and Buyer as parties to this Contract ("Effective Date").

RECITALS

WHEREAS, Buyer is a home rule city operating pursuant to the laws of the State of Texas;

WHEREAS, Seller is an independent school district and a political subdivision of the State of Texas;

WHEREAS, on November 5, 2019, an election was held whereby the voters of the City of El Paso voted to issue bonds for the acquisition, planning, design, construction, renovation, improvement, expansion, and equipping of public safety facilities, including the acquisition of land necessary for the City of El Paso Police Department ("2019 Public Safety Bonds");

WHEREAS, Buyer represented to Seller that it intends to use funds from the 2019 Public Safety Bonds to acquire the property that is the subject of this Contract for use as the location of the El Paso Police Department's Central Regional Command Center;

WHEREAS, Buyer and Seller desire to enter into this Contract to allow Buyer to acquire, and Seller to sell, the subject property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Seller: Board of Trustees of the El Paso Independent School District
1014 N. Stanton Street
El Paso, El Paso County, Texas 79902

Type of entity: Independent School District and Political Subdivision of the State of Texas

Seller's Attorney: Jeanne C. Collins, General Counsel
El Paso Independent School District
1014 N. Stanton Street
El Paso, Texas 79902
Phone: 915.230.2561
Fax: 915.230.0575
Email: jccollin@episd.org

With Copy to: Ann Greenberg
WALSH, GALLEGOS, KYLE, ROBINSON & ROALSON, P.C.
505 E. Huntland; Suite 600
Austin, Texas 78752
Phone: 512.454.6864
Fax: 512.467.9318
Email: agreenberg@wabsa.com

Buyer: City of El Paso, a Texas Municipal Corporation
Attn: City Manager
300 N. Campbell St.
El Paso, Texas 79901

With Copy to: City of El Paso
Attn: Capital Improvement Department
218 N. Campbell St., 2nd Floor
El Paso, Texas 79901

Type of entity: City of El Paso, a Texas Municipal Corporation

Buyer's Attorney: Roberta A. Brito, Assistant City Attorney
City of El Paso
300 N. Campbell St., Second Floor
El Paso, Texas 79901
Phone: (915) 212-0033
Email: BritoRA@elpasotexas.gov

Property: The surface only of the approximately 13.23 acres or 576,325 square feet of real property described by metes and bounds and survey in *Exhibit A*, attached hereto and incorporated herein by references, including any and all improvements located on the Property. The Property is known as Bonham Elementary School Campus, located at 7024 Cielo Vista Drive, El Paso, Texas 79925. The Property shall not include any personal property not permanently affixed to the land. For avoidance of doubt, portable classroom buildings located on the Property are Seller's personal property. The Seller shall remove all portable classroom buildings located on the Property within 150 days of the Effective Date at its own cost.

Seller reserves and excepts from the Property, for Seller and Seller's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

The Property is restricted and shall not be used, by Buyer or its successors, as part of or in support of any entity offering pre-kindergarten through high school education, with any such use creating an automatic reversion to the Seller.

Title Company: Stewart Title
Attn: Ron Rush
415 N. Mesa St.
El Paso, Texas 79901
Phone: 915.225.8200

Purchase Price: Four Million Seven Hundred Sixty Thousand and No/100 Dollars (\$4,760,000.00).

Earnest Money: Ten Thousand and No/100 Dollars (\$10,000.00).

County for Performance: This Contract shall be performed in El Paso County, Texas.

A. Deadlines and Other Dates

All deadlines in this Contract expire at 5:00 P.M., local time where the Property is located, on the day indicated. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence for this Contract.

1. Earnest Money Deadline: The Earnest Money deposit from the Buyer shall be tendered to the Title Company within five (5) business days after the Effective Date.
2. Delivery of Title Commitment: ten (10) days after the Effective Date. Buyer to Deliver.
3. Delivery of Survey: Buyer to Deliver within fifteen (15) days after the Effective Date, if the Title Company requires any additional survey work.
4. Delivery of UCC Search: not applicable.
5. Delivery of legible copies of instruments referenced in the Title Commitment: twelve (12) days after the Effective Date. Title Company to Deliver.
6. Delivery of Title Objections: five (5) days after delivery of the Title Commitment, and legible copies of the instruments referenced in them.
7. Delivery of Seller's Records specified in Paragraph G.1: ten (10) days after the Effective Date.
8. End of Inspection Period: ninety (90) days after the Effective Date.
9. Closing Date: fifteen (15) days after the End of Inspection Period.
10. Closing Time: 4:00 p.m. unless otherwise agreed by Seller and Buyer.

B. Closing Documents

1. At closing, Seller will deliver the following items: Special Warranty Deed (including the restrictive covenant) in the form attached (Exhibit C). Evidence of Seller's authority to close this transaction.
2. At closing, Buyer will deliver the following items: Purchase price in cash or cash equivalent Evidence of Buyer's authority to consummate this transaction, Lien release, if any. The documents listed in this section B are collectively known as the Closing Documents.

C. Exhibits

The following exhibits are attached, and are incorporated by reference as part of this Contract:

Exhibit A - Legal Description of the Property
Exhibit B - Representations; Environmental Matters
Exhibit C- Form of Special Warranty Deed

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract. The Form of Special Warranty Deed in Exhibit C will be used to convey the property. Seller and Buyer agree that this Contract shall not be binding upon or enforceable against Seller until the Board of Trustees of the Seller has approved this Contract in a properly noticed open meeting of the Board of Trustees.

E. Interest on Earnest Money

Seller may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.
2. *Title Commitment; Title Policy.* Title Commitment means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. Title Policy means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.
3. *Survey.* Survey means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, at the direction and cost of the Buyer, subject to the approval of the Seller, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* The Buyer, at its expense, will order a title commitment, accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the Buyer. Buyer shall use the attached Survey, unless additional survey work is requested by the Title Company. Title Company must deliver legible copies of the instruments referenced in the Title Commitment by the deadline stated in section A.5.
5. *Title Objections.* Buyer has until the deadline stated in section A.6. ("Title Objection Deadline") to review the Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are Permitted Exceptions. If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (Cure Notice). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller's Records.* To the extent that Seller has possession of any soil reports, environmental reports, engineering reports, prior surveys or site plans of or pertaining to the Property, Seller will deliver electronically or make the items or copies of them available to Buyer by the deadline stated in section A. 7.
2. *Entry onto the Property.* Buyer may enter onto the Property prior to closing for purposes of conducting a boundary or environmental survey, or otherwise to inspect the property, subject to the following:
 - a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;
 - b. Buyer may not unreasonably interfere with existing operations or occupants of the Property, if any;
 - c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

- d. If the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;
 - e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days of their preparation or receipt by Buyer; and,
 - f. Buyer must abide by any other reasonable entry rules imposed by Seller.
- 3. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any reason by notifying Seller before the end of the Inspection Period. Unless Buyer terminates because of Seller's default, the Earnest Money shall be paid to Seller.
- 4. *Buyer Release of Seller.*
 - a. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property, including, but not limited to, claims alleged to have arisen in whole or in part as a result of Seller's negligence.

H. Representations

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

- 1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this Contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.
- 2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, Seller will (a)

convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.
4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.
5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.
6. *No Recording.* Buyer may not file this Contract or any memorandum or notice of this Contract in the real property records of any county. If, however, Buyer records this Contract or a memorandum or notice, Seller may terminate this Contract and record a notice of termination.

J. Termination

1. *Disposition of Earnest Money after Termination.* Buyer and Seller agree that if this Contract is terminated by either party prior to closing, Buyer shall not be entitled to the Earnest Money except as otherwise set forth herein. Buyer hereby authorizes the Title Company to deliver the Earnest Money to Seller upon receipt by Title Company of written notice from Seller that the Contract is terminated.
2. *Duties After Termination.* If this Contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents, within 5 business days. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract.

K. Closing

1. *Closing*. This transaction will close at Title Company's offices at the Closing Date and Closing Time, subject to delays due to District's efforts to cure any title objection under Section F. 5. At closing, the following will occur:
 - a. *Closing Documents*. The parties will execute and deliver the Closing Documents.
 - b. *Payment of Consideration*. Buyer will deliver the Consideration and other amounts that Buyer is obligated to pay under this Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be paid to Seller.
 - c. *Disbursement of Funds; Recording; Copies*. Title Company will be instructed to disburse funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
 - d. *Possession*. Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and the requirements of the Form of Deed.
2. *Transaction Costs*
 - a. *Seller's Costs*. Seller will pay the costs to prepare the deed.
 - b. *Buyer Costs*. Buyer will pay all other costs of the transaction, including, but not limited to: reimbursement to the Seller for the cost of Seller's appraisal and survey(s); the cost of the new survey, with metes and bounds; the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain the Survey and certificates or reports of ad valorem taxes; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this Contract; the costs to obtain financing of the Purchase Price, including the incremental premium cost of mortgagee's title policies and endorsements and deletions required by Buyer's lender; any cost or expenses for re-platting, platting, subdividing, zoning or meeting any requirements of a governmental authority resulting from this transaction, including any requirements impacting the remainder property; Seller's expenses and attorney's fees; and Buyer's expenses and attorney's fees.
 - c. *Ad Valorem Taxes*. Seller represents that it is entitled to an exemption from ad valorem taxes during the time it owned the Property. If this sale or Buyer's use of the Property results in the assessment of any ad valorem taxes for the Property for the calendar year of closing, all such taxes and any associated costs will be paid by the Buyer. Buyer shall be responsible for notifying all taxing units having jurisdiction over the property of the change of ownership, and Buyer shall be responsible for any and all taxes, late fees or penalties assessed against the Property by reason of Buyer's failure to so note the change of ownership. Seller will, upon request, provide to Buyer proof of Seller's ownership of the property prior to the date of closing, and will assist Buyer in demonstrating Seller's exemption from ad valorem taxes.

- d. *Brokers' Commissions.* Seller and Buyer each represent to the other that they do not have a Broker, person, or entity that may claim a broker's or finder's fee or commission because of this transaction or contract.
- e. *Insurance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

- 1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract or if any of Seller's representations are not true and correct as of the Effective Date or on the Closing Date (Seller's Default), Buyer may as its sole and exclusive remedy terminate this Contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100.00 as independent consideration for the right granted by Seller to Buyer to terminate this Contract returned to Buyer.
- 2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract (Buyer's Default), Seller may elect either of the following as its sole and exclusive remedy:
 - a. *Termination; Liquidated Damages.* Seller may terminate this Contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller as liquidated damages.
- 3. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money is a reasonable forecast of just compensation to the non-defaulting party for the harm that would be caused by a default.

M. Miscellaneous Provisions

- 1. *Notices.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given, if the attorneys have been identified by the parties.
- 2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.
4. *Prohibition of Assignment.* Buyer may not assign this Contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.
5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.
6. *Choice of Law; Venue.* This Contract will be construed under the laws of the State Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in El Paso County, Texas.
7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.
8. *No Third Party Beneficiaries.* There are no third-party beneficiaries of this Contract.
9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
10. *Ambiguities Not to Be Construed Against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.
11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
12. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

[Signatures on following pages]

SELLER:

**BOARD OF TRUSTEES OF THE EL PASO
INDEPENDENT SCHOOL DISTRICT**, a political
subdivision of the State of Texas

By: _____
Diana Sayavedra, Superintendent of Schools
Date: _____

APPROVED AS TO FORM:

Jeanne C. Collins
General Counsel

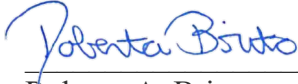
BUYER:

CITY OF EL PASO:

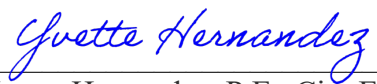
Cary Westin
Interim City Manager
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta A. Brito
Assistant City Attorney



Yvette Hernandez, P.E., City Engineer
Capital Improvements Department

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this the _____ day of _____, 2024,
by _____, authorized to sign on behalf of the City of El Paso.

My Commission Expires:

Notary Public, State of Texas

Title Company acknowledges receipt of Earnest Money in the amount of TEN THOUSAND AND
N0/100 DOLLARS (\$10,000.00) and a copy of this Contract executed by both Buyer and Seller.

TITLE COMPANY:

By: _____
Name: _____
Title: _____
By: _____

EXHIBIT A TO REAL ESTATE SALES CONTRACT

Survey- Metes and bounds

METES AND BOUNDS DESCRIPTION

A 13.2306-ACRE PARCEL SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AS A PORTION OF THE BLOCK LABELED "CITY SCHOOL/PARK", ALSO KNOWN AS "UNNUMBERED" BLOCK, CIELO VISTA PARK SUBDIVISION AS FILED IN VOLUME 1, PAGE 21 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

COMMENCING FOR REFERENCE AT A ONE INCH IRON PIPE FOUND AT THE CENTERLINE INTERSECTION OF CIELO VISTA DRIVE AND BROOKHAVEN DRIVE; WHENCE, A SQUARE BOLT FOUND AT THE CENTERLINE INTERSECTION OF CIELO VISTA DRIVE AND ELMHURST DRIVE BEARS NORTH 84°17'50" EAST, 699.63 FEET; AND WHENCE, A SQUARE BOLT FOUND AT THE CENTERLINE INTERSECTION OF BROOKHAVEN DRIVE AND BELLROSE DRIVE BEARS SOUTH 05°45'46" EAST, 384.64 FEET; THENCE, LEAVING THE CENTERLINE INTERSECTION OF CIELO VISTA DRIVE AND BROOKHAVEN DRIVE, SOUTH 39°14'13" WEST, 42.43 FEET TO A CONCRETE NAIL SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE AND THE WEST RIGHT-OF-WAY LINE OF BROOKHAVEN DRIVE FOR THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE AND FOLLOWING THE WEST RIGHT-OF-WAY LINE OF BROOKHAVEN DRIVE, SOUTH 05°45'46" EAST, 344.88 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET ON THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE FOR THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING WEST RIGHT-OF-WAY LINE OF BROOKHAVEN DRIVE AND FOLLOWING THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE, SOUTH 51°44'13" WEST, A DISTANCE OF 258.36 FEET TO A CHISELED "X" SET FOR A POINT OF CURVATURE;

THENCE, CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 57°29'53", AN ARC LENGTH OF 180.64 FEET AND WHOSE LONG CHORD BEARS SOUTH 22°59'16" WEST, A DISTANCE OF 173.15 FEET TO A CHISELED "X" FOUND FOR A POINT OF CURVATURE; WHENCE, A SQUARE BOLT FOUND FOR THE CENTERLINE POINT OF CURVATURE OF BELLROSE DRIVE BEARS NORTH 84°15'07" EAST, 25.00 FEET;

THENCE, CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE, SOUTH 05°45'40" EAST, 87.55 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET ON THE NORTH RIGHT-OF-WAY LINE OF EDMERE BOULEVARD FOR THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE AND FOLLOWING THE NORTH RIGHT-OF-WAY LINE OF EDMERE BOULEVARD, SOUTH 84°14'11" WEST, A DISTANCE OF 735.40 FEET TO A CHISELED "V" FOUND FOR THE EAST SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE SOUTHEAST CORNER OF A 3753 SQUARE FEET TRACT GRANTED TO EL PASO ELECTRIC COMPANY VIA THE DEED FILED IN VOLUME 1168, PAGE 249 OF THE DEED RECORDS OF EL PASO COUNTY TEXAS;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF EDMERE BOULEVARD AND FOLLOWING THE EAST BOUNDARY LINE OF SAID EL PASO ELECTRIC COMPANY TRACT, NORTH 01°24'11" EAST, A DISTANCE OF 79.29 FEET TO A 2-INCH IRON PIPE FOUND FOR AN ANGLE POINT OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE NORTHEAST CORNER OF SAID EL PASO ELECTRIC COMPANY TRACT;

THENCE, LEAVING THE EAST BOUNDARY LINE OF SAID EL PASO ELECTRIC COMPANY TRACT AND FOLLOWING THE NORTH BOUNDARY LINE OF SAID EL PASO COMPANY TRACT, SOUTH 83°36'12" WEST, 50.43 FEET TO A CHISELED "X" SET ON THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY FOR THE WEST SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE NORTHWEST CORNER OF SAID EL PASO ELECTRIC COMPANY TRACT;

THENCE, LEAVING THE NORTH BOUNDARY LINE OF SAID EL PASO ELECTRIC COMPANY TRACT AND FOLLOWING THE EAST RIGHT-OF-WAY LINE OF CATALINA DRIVE, NORTH 02°04'14" EAST, 151.27 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET FOR A POINT OF CURVATURE;

THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 43°41'59", AN ARC LENGTH OF 152.54 FEET AND WHOSE LONG CHORD BEARS NORTH 23°55'14" EAST, 148.87 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY, NORTH 45°46'13" EAST, 723.83 FEET TO A CHISELED "X" SET ON THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE FOR THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY AND FOLLOWING THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 39°30'54", AN ARC LENGTH OF 255.18 FEET AND WHOSE LONG CHORD BEARS SOUTH 76°00'55" EAST, A DISTANCE OF 250.15 FEET TO CHISELED "X" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE, NORTH 84°14'11" EAST, 180.61 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 13.2306 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS OF RECORDS.

EXHIBIT B TO REAL ESTATE SALES CONTRACT

Representations; As Is, Where Is; Environmental Matters

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is an independent school district duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to convey the Property to Buyer. This Contract is, and all documents required by this Contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by an authorized representative of Seller.
2. *Litigation.* There is no litigation pending or, to the best of Seller's knowledge, threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Contract.
3. *Violation of Laws.* Seller has not received written notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *Licenses, Permits, and Approvals.* Seller has not received written notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal. Provided, however, that Seller's governmental exemption for *ad valorem* taxes is not transferable to Buyer, and Buyer will be responsible for all taxes and related charges arising from its purchase of the Property.
5. *Condemnation; Zoning; Land Use.* Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the property.
6. *No Other Obligation to Sell the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer.
7. *No Liens.* On the Closing Date, the Property will be free and clear of any valid mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.
8. *Parties in Possession.* There are no parties in possession of any portion of the property as lessee, tenants, at sufferance, or otherwise.
9. *No Other Representation.* Except as stated above, Seller makes no representation with respect to the Property.
10. *No Warranty.* Seller has made no warranty in connection with this Contract.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date and shall survive Closing, as set forth herein.

1. Buyer represents to Seller that Buyer has received and reviewed the following items:
 - a. This Contract
 - b. Form of Special Warranty Deed

2. CONSULTATION WITH ATTORNEY.

Buyer represents to Seller that Buyer is aware that this Contract has important legal consequences, and that Buyer is entitled to consult an attorney of its choosing prior to executing this Contract. Buyer further represents that to the extent it has elected not to consult an attorney; Buyer has done so of its own free will and act.

3. Buyer represents and warrants to the Seller that the remainder of the parcel will not require any replating after the sale. Buyer's representation and warranty is an inducement to Seller to sell the Property. This representation and warranty shall survive Closing.

C. PROPERTY SOLD "AS IS, WHERE IS;" NO WARRANTIES

NOTICE: THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE LIMITED WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE EXPRESSLY DISCLAIMED.

BUYER REPRESENTS AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER.

Buyer further represents and agrees that, having been given the opportunity to inspect the property, Buyer is relying solely on its own investigation of the property and not on any information provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained from a variety of sources and that 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. Seller will not be 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 real estate broker, agent, employee, servant or other person. Buyer further represents and agrees that to the maximum extent permitted by law, the sale of the property as provided for herein is made on an "as is" condition and basis with all faults. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the property is sold by Seller and purchased by Buyer subject to the foregoing.

The provisions of this Section C regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

D. ENVIRONMENTAL MATTERS

ASBESTOS AND/OR ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS MAY BE PRESENT ON THE PROPERTY, AND BUYER ACKNOWLEDGES THAT IT MAY PERFORM AN ENVIRONMENTAL SURVEY OF THE PROPERTY. AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER, TO THE EXTENT PERMITTED BY TEXAS LAW, INDEMNIFIES, HOLDS HARMLESS, AND RELEASES 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. BUYER, TO THE EXTENT PERMITTED BY TEXAS LAW, INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLERS REPRESENTATIVES. BUYER, TO THE EXTENT PERMITTED BY TEXAS LAW, INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGED TO HAVE ARISEN AS A RESULT OF SELLER'S OWN NEGLIGENCE. BUYER FURTHER AGREES, TO THE

EXTENT PERMITTED BY TEXAS LAW, TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF SELLER AND IN THE NAME OF SELLER, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

The provisions of this Section D regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

EXHIBIT C TO REAL ESTATE SALES CONTRACT

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 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

Date: FORM ONLY – NOT FOR EXECUTION

Grantor: BOARD OF TRUSTEES OF THE EL PASO INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas

Grantor's Mailing Address: 1014 N. Stanton Street
El Paso, El Paso County, Texas 79902

Grantee: CITY OF EL PASO, a Texas municipal corporation

Grantee's Mailing Address: FORM ONLY – NOT FOR EXECUTION

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including improvements): FORM ONLY – NOT FOR EXECUTION

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Exceptions to Conveyance and Warranty:

[Permitted Exceptions]

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of

improvements; all rights, obligations, and other matters arising from and existing by reason of any water or utility district; and prorated taxes for 2024, which Grantee assumes and agrees to pay, and subsequent prorated assessments, if applicable to the City as a municipal corporation, for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

The Property is restricted and shall not be used, by Grantee or its successors, as part of or in support of any entity offering pre-kindergarten through high school education, with any such use creating an automatic reversion to the Grantor.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN AND THE LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THE CONTRACT OF SALE AND PURCHASE BY AND BETWEEN GRANTOR AND GRANTEE, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VI) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS. AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE RELEASES

GRANTOR 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. **TO THE EXTENT ALLOWED BY LAW, GRANTEE RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** GRANTEE RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever; and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

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

GRANTOR:

BOARD OF TRUSTEES OF THE EL PASO
INDEPENDENT SCHOOL DISTRICT, a political
subdivision of the State of Texas

By: NOT FOR SIGNATURE, Board President
Date: NOT FOR COMPLETION – FORM ONLY

THE STATE OF TEXAS

§

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ACKNOWLEDGEMENT

COUNTY OF EL PASO

§

BEFORE ME, a Notary Public, on this day personally appeared , known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated

that he is the President of the Board of Trustees of the El Paso Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on DRAFT and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of ____, 2024.

NOT FOR EXECUTION
Notary Public, State of Texas

GRANTEE:

CITY OF EL PASO, A Texas municipal corporation

By: NOT FOR SIGNATURE

Date: NOT FOR COMPLETION – FORM ONLY

THE STATE OF TEXAS

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ACKNOWLEDGEMENT

COUNTY OF EL PASO

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BEFORE ME, a Notary Public, on this day personally appeared , known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the NOT FOR COMPLETION; that s/he was authorized to execute such instrument and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of ____, 2024.

NOT FOR EXECUTION
Notary Public, State of Texas

Return to Grantee's Address:

TO BE COMPLETED