

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

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

**AGENDA DATE:** Introduction – December 8, 2020  
Public Hearing – December 15, 2020

**CONTACT PERSON/PHONE:** James Wolff, Real Estate Manager, 594-5511

**DISTRICT(S) AFFECTED:** District 6.

**SUBJECT:** APPROVE the following Ordinance

Authorizing the City Manager to sign a Deed Without Warranty for the sale of approximately 301.97 acres of land to the El Paso County Water Improvement District No. 1 being a portion of Blocks 24, 25, and 26, Socorro Grant, City of El Paso, El Paso County, Texas. (District: 6) EPWater, James Wolff, Real Estate Manager (915) 594-5511.

**BACKGROUND / DISCUSSION:**

This parcel of land is owned by the City of El Paso and managed by the El Paso Water Utilities - Public Service Board (EPWU/PSB). On October 14, 2020, the Public Service Board declared the property inexpedient to the water system. The property was appraised by Wilkinson, Pendergras & Beard L.P. at \$4,702 per acre.

**PRIOR COUNCIL ACTION:**

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

On June 25, 2019, the City Council approved the sale of 15 acres of land owned by the City of El Paso and managed by EPWater, to the Socorro Independent School District.

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

**BOARD / COMMISSION ACTION:**

On October 14, 2020, the El Paso Water Utilities - Public Service Board declared the property inexpedient to the system and authorized the President/CEO to sell the property.

**AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT JAMES WOLFF TO PICK UP THE DOCUMENTS. 594-5511. THANK YOU.**

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A DEED WITHOUT WARRANTY AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY 301.97 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS A PORTION OF TRACT 18, BLOCK 24, ALL OF TRACTS 3, 4, 5, AND 8B, BLOCK 25, AND A PORTION OF TRACTS 8, 11, 12, 16A, AND 17, AND ALL OF TRACTS 9, 10, 13, 14A, 14B, 14C, 15A, 15B, 15C, AND 16B, BLOCK 26, ALL WITHIN SOCORRO GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS TO THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1**

**WHEREAS**, the El Paso Water Utilities Public Service Board (EPWU/PSB) holds certain real properties in its land inventory that are owned by the City of El Paso but are under the management and control of EPWU/PSB; and,

**WHEREAS**, the El Paso County Water Improvement District No. 1 (EPCWID #1) submitted a request to purchase property for use within their irrigation system, and such property is contained within EPWU/PSB land inventory; and,

**WHEREAS**, there is an exception to the Bidding Requirements of the Texas Local Government Code being Section 272.001(b)(5) and providing that a sale of land to a governmental entity that has the power of eminent domain is not required to be placed for public bid; and,

**WHEREAS**, at its regular meeting on June 25, 2019, the El Paso Water Utilities -Public Service Board (EPWU/PSB) determined 301.97 acres of land more or less, being described as a portion of Tract 18, Block 24, all of Tracts 3, 4, 5 and 8B, Block 25, and a portion of Tracts 8, 11, 12, 16A, and 17, and all of Tracts 9, 10, 13, 14A, 14B, 14C, 15A, 15B, 15C, and 16B, Block 26, all within Socorro Grant, City of El Paso, El Paso County, Texas, consisting of approximately 301.974 acres; and,

**WHEREAS**, the property was appraised for sale at its fair market value by Wilkinson, Pendergras & Beard L.P., at a value of \$1,420,000 and the EPCWID #1 has agreed to purchase the land for that amount;

**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 Deed without Warranty and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following property to the El Paso County Water Improvement District No. 1:

301.97 acres of land more or less, being described as a portion of Tract 18, Block 24, all of Tracts 3, 4, 5 and 8B, Block 25, and a portion of Tracts 8, 11, 12, 16A, and 17, and all of Tracts 9, 10, 13, 14A, 14B, 14C, 15A, 15B, 15C, and 16B, Block 26, all within Socorro Grant, City of El Paso, El Paso County, Texas, and 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 \_\_\_\_\_, 2020.


CITY OF EL PASO

\_\_\_\_\_  
Dee Margo,  
Mayor

ATTEST:


APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
Alma De Anda,  
Utility Land and Water Rights Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Daniel Ortiz,  
General Counsel

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 AND DRIVER'S LICENSE NUMBER.

**DEED WITHOUT WARRANTY**

Date: \_\_\_\_\_, 2020

**Grantor:** CITY OF EL PASO, TEXAS  
ON BEHALF OF THE EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD

**Grantee:** EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1  
(a political subdivision of the State of Texas)

**Grantee's Address:** P.O. Box 749  
Clint, TX 79836-0749

**Consideration:** One million four hundred twenty thousand dollars and zero cents  
(\$1,420,00.00)

**Property:** The property is described in the legal description shown in Exhibit "A" attached hereto and made a part here of as set forth in this Deed.

Grantor for the above consideration, 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 it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law and the warranties in receipt and sufficiency of which is hereby acknowledged, paid in §5.023 of the Texas Property Code (or its successors) are excluded.

Grantor for the above consideration, 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 it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successors) are excluded. The property is conveyed subject to "as is" and "where is".

**Signature on following Page**

**GRANTOR:**

**CITY OF EL PASO**

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

**ACKNOWLEDGEMENT**

**STATE OF TEXAS            )**  
**COUNTY OF EL PASO        )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020 by **Tomás González, the City Manager of the City of El Paso, Texas.**

\_\_\_\_\_  
Notary Public, State of Texas

# BARRAGAN & ASSOCIATES, Inc.

Land Surveying TBPLS # 1015200

10950 Pellicano Drive Building "F" El Paso, Texas 79935 Ph.(915) 591-5709 Fax(915) 591-5706

## DESCRIPTION

*Of a parcel of land located in the Socorro Grant, El Paso County Texas, being a portion of Tract 18, Block 24, all of Tracts 3, 4 5 and 8B, Block 25, and a portion of Tracts 8, 11, 12, 16A, and 17, and all Tracts 9, 10, 13, 14A, 14B, 14C, 15A, 15B, 15C, AND 16B, Block 26, all within Socorro Grant, El Paso County, Texas, (being out of property conveyed to the City of El Paso, by Deeds filed in volume 14 page 358, volume 53, page 241, volume 53, page 903, volume 39, page 240, volume 13, page 1897 and volume 14, page 2018, of the Real Property Records of El Paso County , Texas) and being more particularly described by Metes and Bounds as follows to wit:*

**BEGINNING** at a ½" iron with plastic yellow cap stamped "B&A INC" set, on the common corner of Tracts 17, 18B, 18B1, and 19A1, Block 26, Socorro Grant, El Paso County, Texas, (having Texas State Plane Coordinates, Texas Central, in U.S. feet, N= 10,604,921.08 and E= 442,990.76); **WHENCE** a county monument (iron marker) found, at the intersection of original centerline of Socorro Road (FM Hwy 528) and Vineyard Road , of as called for on original field Notes by J.W. Carter, County Surveyor, bears South 39°23'42" East, a distance of 1322.32 feet; **WHENCE** a 4" brass cap monument in concrete, stamped "U.S. DEPARTMENT OF THE INTERIOR, SUR OF LAND MANAGEMENT, S G YDS-TR, AP1, 2012 CADASTRAL SURVEY" found, bears North 65°33'20" East, a distance of 129.78 feet; **WHENCE** a NGS Tri Station "Belen Azimuth Mark "( having Texas State Plane Coordinates, Texas Central, in U.S. feet, N= 10,625,732.72 and E= 452,465.22), bears North 54°28'30" East, a distance of 22866.78 feet, said ½" iron being the **TRUE POINT OF BEGINNING** of the parcel herein being described;

**THENCE**, South 65°33'20" West (South 62°31' West-Record), along the common line of Tracts 17, and 19A1, Block 26, Socorro Grant, a distance of 1673.52 feet, (1672.6 feet-Record), to a 4" brass cap monument in concrete, stamped "U.S. DEPARTMENT OF THE INTERIOR, SUR OF LAND MANAGEMENT, S G YDS-TR, AP2, 2012 CADASTRAL SURVEY" found, for the common corner of Tract 17, and 19A1, Block 26, Socorro Grant, also on the northeasterly line of Tract 1A, Block 25, Socorro Grant, El Paso County, Texas;

**THENCE**, North 23°53'20" West, along the common line of Tract 17, Block 26, and Tracts 1A and 2 Block 25, Socorro Grant, El Paso County, Texas, a distance of 466.82 feet, to 4" iron pipe post in concrete found for the common corner of Tract 2, and Tract 3, Block 25, Socorro Grant, El Paso County, Texas;

**THENCE**, South 65°30'11" West, leaving the common line of Block 25 and 26 Socorro Grant, and along the common line of Tracts 2 and 3, Block 25, Socorro Grant, at a distance of 604.55 feet to a 4" brass cap monument in concrete, stamped "U.S. DEPARTMENT OF THE INTERIOR, SUR OF LAND MANAGEMENT, S G YDS-TR, AP3, 2012 CADASTRAL SURVEY" found, and continuing at a distance 1235.22 feet, to a 2" IBWC pipe with an aluminum cap found, for the northwesterly corner of said Tract 2, Block 25, Socorro Grant, El Paso County, Texas, and continuing 18.36 feet, for a total distance of 1858.13 feet to a 4" iron pipe post (bent) in concrete found on the easterly line of Riverside Intercepting Drain Canal (U.S.R.S) set by the IBWC, said pipe being the most southwesterly corner of Tract 3, Block 25, Socorro Grant, El Paso County, Texas;

**THENCE**, North 23°51'57" West, along said easterly line of Riverside Interception Drain Canal (U.S.R.S) (volume 561, page 630, volume 498, page 265, Real Property Records of El Paso County, Texas) set by the IBWC, at a distance of 1099.58 feet to a 2" IBWC pipe with an aluminum cap found at

the southerly line of a 30' County Road; and continuing a distance of 29.95 feet to a 2" IBWC pipe with an aluminum cap found at the northerly line of a 30' County Road, and continuing 1780.77 feet, for a total distance of 2910.30 feet to a 2" IBWC pipe with an aluminum cap found;

**THENCE**, North 03°04'07" West, along said easterly line of Riverside Interception Drain Canal (U.S.R.S.) (volume 478, page 177, Real Property Records of El Paso County, Texas), a distance of 249.97 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

**THENCE**, North 08°37'10" East, along said easterly line of Riverside Interception Drain Canal (U.S.R.S.) (volume 478, page 177, Real Property Records of El Paso County, Texas), a distance of 262.56 feet to a 2" IBWC pipe with an aluminum cap found;

**THENCE**, North 20°03'38" East, along said easterly line of Riverside Interception Drain Canal (U.S.R.S.) (volume 478, page 177, Real Property Records of El Paso County, Texas), a distance of 315.14 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

**THENCE**, North 27°22'56" East, along said easterly line of Riverside Interception Drain Canal (U.S.R.S.) (volume 478, page 177, Real Property Records of El Paso County, Texas), a distance of 283.66 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set to a point of curvature;

**THENCE**, 872.43 feet along said easterly line of Riverside Interception Drain Canal,(U.S.R.S) and along an arc of a curve to the right, with a radius of 1302.40 feet, an interior angle of 38°22'49" and a chord which bears North 46°06'03" East distance of 856.21 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set for the northwest corner of Tract 5, Block 25, Socorro Grant, El Paso County, Texas;

**THENCE**, South 32°07'50" East, along said northerly line of Tract 5, Block 25, and southerly line of U.S.R.S tract, (volume 478, page 177, Real Property Records of El Paso County, Texas), a distance of 331.35 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

**THENCE**, North 20°28'10" East, along the easterly line of said U.S.R.S tract, (volume 478, page 177, Real Property Records of El Paso County, Texas), also the easterly line of Tract 18, Block 24, Socorro Grant, a distance of 358.52 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

**THENCE**, North 74°21'50" West, along the northerly line of said U.S.R.S. tract, (volume 478, page 177, Real Property Records of El Paso County, Texas), and southerly line of said Tract 18, Block 24, Socorro Grant, a distance of 100.75 feet to a ½" iron with plastic yellow cap (not legible) found on the easterly line of Riverside Canal (volume 502, page 476, Real Property Records of El Paso County, Texas), to a point of a none tangent curve;

**THENCE**, 1143.77 feet, along said easterly line of Riverside Canal,(U.S.R.S) (volume 502, page 476, Real Property Records of El Paso County, Texas) and westerly Tract 18, Block 24, Socorro Grant, and along an arc of a curve to the left, with a radius of 1562.33 feet, an interior angle of 41°56'19" and a chord which bears North 47°33'31" East distance of 1118.21 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

**THENCE**, North 26°33'01" East, along the easterly line of said Riverside Canal (U.S.R.S), (volume 502, page 476, Real Property Records of El Paso County, Texas), also the westerly line of Tract 18, Block 24, Socorro Grant, a distance of 19.47 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set for the northwest corner of said Tract 18, Block 24, Socorro Grant, and also on the westerly line of U.S.R.S. Tract (volume 474, page 274, Real Property Records of EL Paso County, Texas);

**THENCE**, South 28°09'50" East, along the common line of Tract 18, Block 24, Socorro Grant, and the westerly line of U.S.R.S. Tract (volume 474, page 274, Real Property Records of EL Paso County, Texas)

a distance of 488.56 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set for the common corner of said Tract 18, Block 24, Tracts 8 and 9, Block 26, Socorro Grant, and U.S.R.S. Tract (volume 474, page 274, Real Property Records of EL Paso County, Texas);

**THENCE**, North 63°30'10" East, along the common line of Tract 8, Block 26, Socorro Grant, and the U.S.R.S. Tract (volume 474, page 274, Real Property Records of EL Paso County, Texas), a distance of 280.05 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set on the westerly right-of-way line of Franklin Feeder Canal;

**THENCE**, along the easterly right of way line of Franklin Feeder Canal, the following 11 (eleven) calls:

South 32°41'52" East, a distance of 499.49 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

South 30°40'41" East, a distance of 381.50 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

South 31°27'38" East, a distance of 413.59 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

South 29°34'56" East, a distance of 334.67 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

South 30°43'51" East, a distance of 479.09 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

South 31°40'27" East, a distance of 199.01 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

South 28°34'43" East, a distance of 198.29 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

South 31°42'26" East, a distance of 401.04 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

South 30°20'25" East, a distance of 340.63 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

South 32°12'09" East, a distance of 463.57 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;

South 31°55'06" East, a distance of 32.01 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set for the common corner of Tract 17, and the most northerly corner of Tract 18A, Block 26, Socorro Grant, El Paso County, Texas;

**THENCE**, South 10°48'10" West, leaving said Franklin Feeder right of way line, and along the common line of Tract 17 and Tract 18A, Block 26, Socorro Grant, a distance of 447.24 feet, to a ½" iron with plastic yellow cap stamped "B&A INC" set, for the common corner of Tract 17, Tract 18A, and Tract 18B, Block 26, Socorro Grant, El Paso County, Texas;

**THENCE** South 61°50'10" East, along the common line of common line of Tract 17 and Tract 18B, Block 26, Socorro Grant, a distance of 280.61 feet to a ½" iron with plastic yellow cap stamped "B&A INC" set;



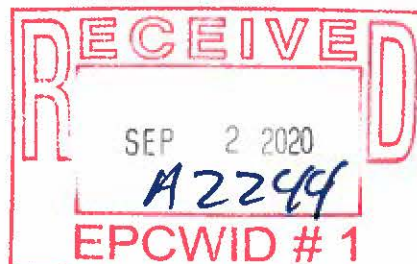
**THENCE** South 57°26'50" East, along the common line of common line of Tract 17 and Tract 18B, Block 26, Socorro Grant, a distance of 94.48 feet to the **POINT OF BEGINNING** of the parcel of land herein being described and containing a Gross Area of 314.897 acres of land, less 10.616 acres of River Drain and 2.307 acres of a 30' wide County Road, for a Net Area of 301.974 acres of land more or less;

**NOTES:**

1. A Plat of Survey of even date accompanies this Description.
2. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
3. Bearings, distances and coordinates shown are grid derived from RTK observations of the Texas RTK Cooperative Network application, referred to the Texas State Plane Coordinate System NAD 83, Central Zone (4203) of Texas with values in U.S. Survey Foot, unless otherwise noted. All distances may be converted to Ground by multiplying by 1.000231.



*Benito Barragan, TX. R.P.L.S. No. 5615*  
*August 28, 2020*  
*Epcwd #1 sg 24 25 26*



# PLAT OF SURVEY

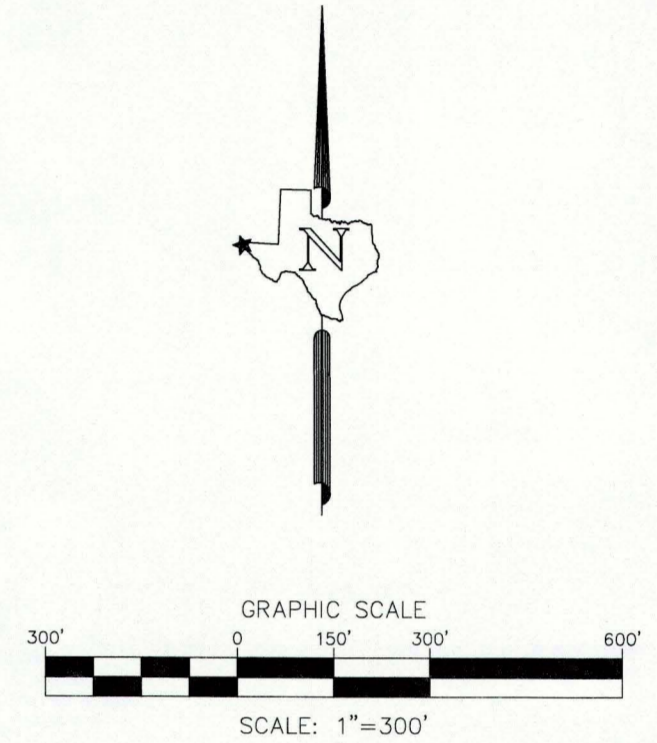
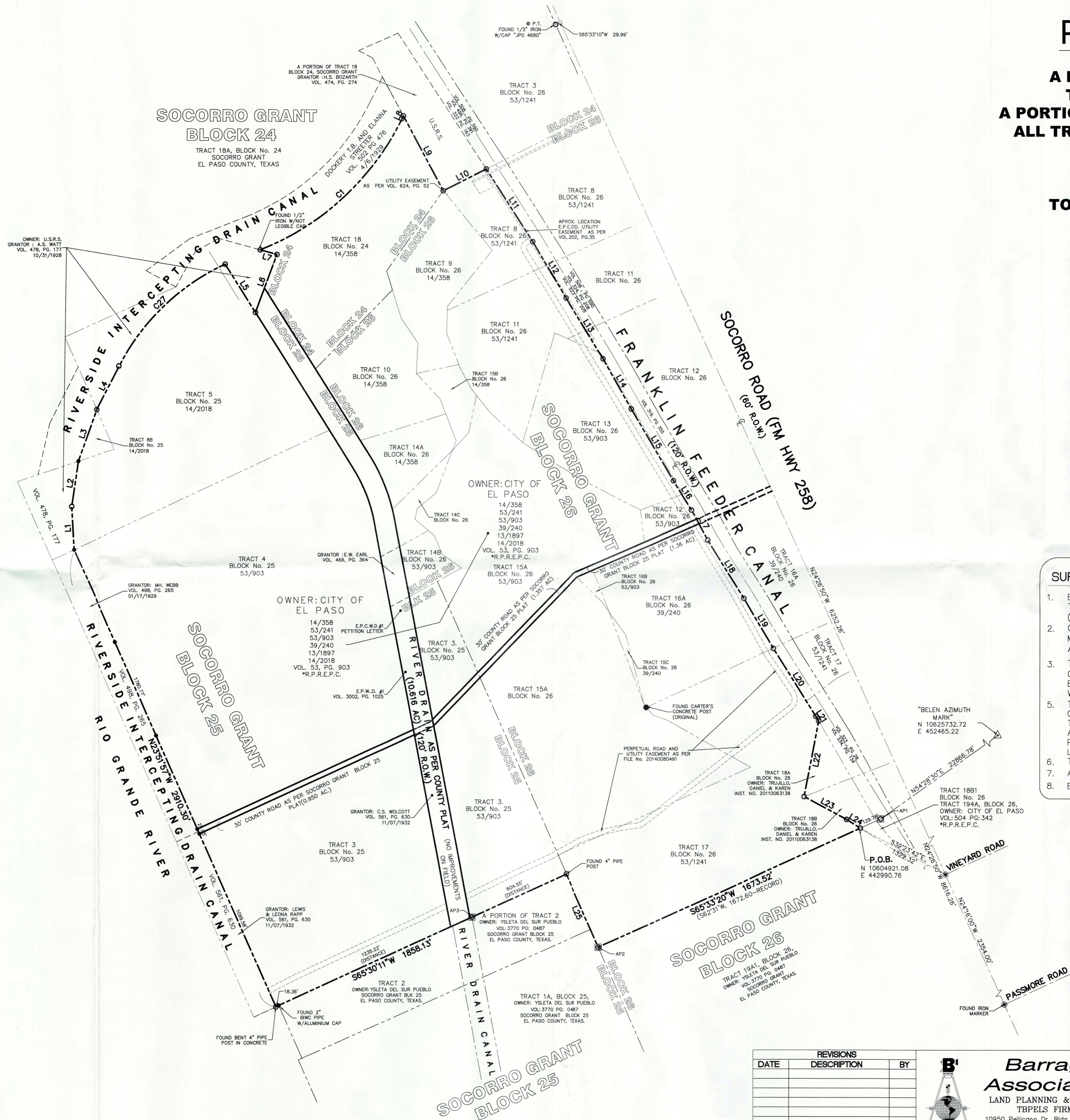
**A PORTION OF TRACT 18, BLOCK 24,  
TRACTS 3, 4, 5 AND 8B, BLOCK 25,  
A PORTION OF TRACTS 8,11,12, 16A, AND 17, AND  
ALL TRACTS 9, 10, 13, 14A, 14B,14C, 15A, 15B,  
15C, AND 16B, BLOCK 26,  
SOCORRO GRANT IN  
EL PASO COUNTY, TEXAS.  
TOTAL GROSS AREA 314.897 ACRES ±  
RIVER DRAIN 10.616 ACRES ±  
COUNTY ROAD 2.307 ±  
NET AREA 301.974 ±  
AUGUST 28, 2020**

LINE	BEARING	LENGTH
L1	N03°04'07"W	249.97'
L2	N08°37'10"E	262.56'
L3	N20°03'38"E	315.14'
L4	N27°22'56"E	283.66'
L5	S32°07'50"E	331.35'
L6	N20°28'10"E	358.52'
L7	N74°21'50"W	100.75'
L8	N26°33'01"E	19.47'
L9	S28°09'50"E	488.56'
L10	N63°30'10"E	280.05'
L11	S32°41'52"E	499.49'
L12	S30°40'41"E	381.50'
L13	S31°27'38"E	413.59'
L14	S29°34'56"E	334.67'
L15	S30°43'51"E	479.09'
L16	S31°40'27"E	199.01'
L17	S28°34'43"E	198.29'
L18	S31°42'26"E	401.04'
L19	S30°20'25"E	340.63'
L20	S32°12'09"E	463.57'
L21	S31°55'06"E	32.01'
L22	S10°48'10"W	447.24'
L23	S61°50'10"E	280.61'
L24	S57°26'50"E	94.48'
L25	N23°53'20"W	466.82'

CURVE	LENGTH	RADIUS	TANGENT	DELTA	BEARING	CHORD
C1	1143.57'	1562.33'	598.76'	41°56'19"	N47°33'31"E	1118.21'
C27	872.43'	1302.40'	453.29'	38°22'49"	N46°06'03"E	856.21'

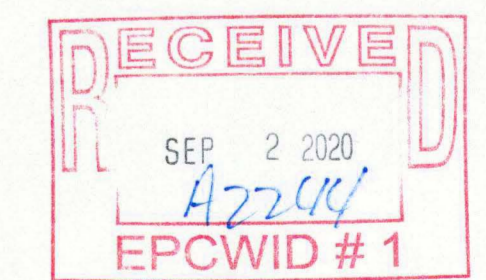
**LEGEND**

- ⊙ — 4" BRASS CAP STAMPED "U.S. DEPARTMENT OF INTERIOR, SUR. LAND MANAGEMENT SG YDS-TR AP - PARCEL 1 2012 CADASTRAL SURVEY
- — SET 1/2" REBAR W/CAP "B&A INC" (UNLESS NOTED OTHERWISE)
- — FOUND 2" IBWC PIPE W/ALUMINIUM CAP
- ⊙ — FOUND ORIGINAL COUNTY MARKER

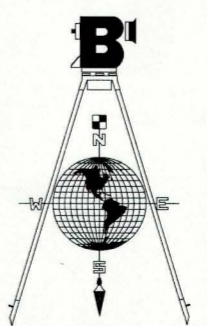


**SURVEY NOTES**

1. BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) (2011 RTK) CENTRAL ZONE, WITH VALUES IN U.S. SURVEY FOOT.
2. COORDINATES AND DISTANCES ARE GRID AND MAY BE CONVERTED TO GROUND MULTIPLYING BY 1.000231, (AREAS ARE ON GROUND). NGS TRI-STATION BELEN AZIMUTH MARK, N=10,625,732.72, E=452,465.22, THETA ANGLE =-03°03'18".
3. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT, (NOT SHOWN). NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING LINE, AND OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
5. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEY ARE LOCATED AS ACCURATE AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
6. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
7. A WRITTEN DESCRIPTION DATED 08/18/2020 ACCOMPANIES THIS PLAT.
8. EXISTING IMPROVEMENTS NOT SHOWN.



DATE	REVISIONS DESCRIPTION	BY



**Barragan & Associates Inc.**  
LAND PLANNING & LAND SURVEYING  
TBPELS FIRM # 10151200  
10950 Pellicano Dr. Bldg. F - El Paso TX 79935  
Phone (915) 591-5709 Fax (915) 591-5706  
Copyright © 2020 Barragan & Associates, Inc. All rights reserved. No part of this publication may be reproduced without the express written permission of Barragan & Associates.

**PROJECT NAME**  
**EL PASO COUNTY WATER DISTRICT #1**  
**SOCIORRO POND**

"I hereby certify to El Paso County Water Improvement District No. 1, that this survey, plat, description or report, meets current district survey requirements enumerated in the districts land survey standards"  
*B. Barragan*  
BENITO BARRAGAN  
TX. R.P.L.S. NO. 5615

# APPRAISAL REPORT

**VACANT LAND  
SOCORRO ROAD  
SOCORRO, TEXAS 79927**

**APPRAISER'S FILE REFERENCE #8278  
EPWU TASK ORDER NO. 14**

**PREPARED FOR:  
Ms. Alma De Anda, CNU-A  
Utility Land and Water Rights Manager  
El Paso Water  
1154 Hawkins Boulevard  
El Paso, Texas 79925**

**PREPARED BY:  
Genevieve S. Pendergras, MAI  
Wilkinson, Pendergras & Beard, LP  
PO Box 13501  
El Paso, Texas 79913**

**EFFECTIVE DATE OF VALUATION  
September 19, 2019**



# APPRAISAL GROUP

Real Estate & Business Valuation Services

JACK H. WILKINSON, MAI, CPA  
GENEVIEVE S. PENDERGRAS, MAI  
WALKER R. BEARD, CCIM, CPM, MAI  
GPENDERGRAS@WPBEP.COM

PO BOX 13501  
EL PASO, TX 79913  
VOICE (915) 845-3459  
FAX (915) 242-0935  
[WWW.WPBEP.COM](http://WWW.WPBEP.COM)

September 25, 2019

Ms. Alma De Anda, CNU-A  
Utility Land and Water Rights Manager  
El Paso Water  
1154 Hawkins Boulevard  
Socorro, Texas 79901-1441

**Re:** Vacant Land located on Socorro Road, Socorro, Texas 79927 / Appraiser's File Reference #8278 / EPWU Task Order No. 14

Dear Ms. De Anda:

Pursuant to your request for an appraisal report of the fee simple rights of ownership of the subject land that contains 302.1 acres and is located south of Socorro Road, Socorro, Texas 79927 and more particularly described by the legal description herein, I submit this appraisal report. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives and the attached limiting conditions. I estimate a reasonable exposure time for the subject of 12 months.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives and the attached limiting conditions. This appraisal was prepared in accordance with requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) relating to appraisal standards as enumerated in Chapter 12, Code of Federal Regulation, Part 34 (12 CFR 34). I estimate a reasonable exposure time for the subject of 12 months.

Market Value as used in this report is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer.

Ms. De Anda  
September 25, 2019  
Appraiser's File Reference #8278

Based on the agreed to Scope of Work, and as outlined in the report, I am of the opinion that the current market value of the fee simple rights of ownership of the subject as of the effective date of value of September 19, 2019, is:

**ONE MILLION FOUR HUNDRED TWENTY THOUSAND DOLLARS**

**(\$1,420,000). \***

*\* Subject to the Extraordinary Assumptions and Limiting Conditions as noted on Page 7 of this report*

The value conclusion is subject to the assumptions and limiting conditions, certification and extraordinary assumptions, if applicable, and definitions found herein. This letter is invalid as an opinion of value if detached from the report.

I, the undersigned, do hereby certify that to the best of my knowledge and belief, the facts and data used herein are true and correct, that Genevieve S. Pendergras, MAI has personally inspected the subject, and that I have no interest present or current therein.

Respectfully submitted,



---

Genevieve S. Pendergras, MAI  
State Certified  
TX-1331023G

Effective Date of Value: September 19, 2019

Date of Report: September 25, 2019

Appraiser's File Reference: #8278

Interests Appraised: 100% fee simple interest

Legal Address: South of Socorro Road, Socorro, Texas  
79927

Legal Description: Tract 18, Block 24; Tracts 8, 9, 10, 11, 12, 13, 15-A, 15-B-1, 15-C, 16-A, 16-B, 17, 14-A, 14-B, & 14-C, Block 26; Tracts 3, 4 & 5, Block 25, Socorro Grant, El Paso County, Texas

Land Size: 13,159,476 SF or 302.1 Acres

Property Description: The subject property consists of a former oxidation pond for municipal wastewater treatment. The site is located in between the border fence with the Republic of Mexico and a canal providing irrigation water to the area.

Highest & Best Use – Vacant: Speculative Investment

Zoning: N/A – Not Zoned El Paso County

Exposure & Marketing Time: 12 months / 12 months

<b>ESTIMATED CURRENT MARKET VALUE</b>	
<b>FINAL VALUE ESTIMATE</b>	<b>\$1,420,000 *</b>

*\* Subject to the Extraordinary Assumptions and Limiting Conditions as noted on Page 7 of this report.*

## General Assumptions & Limiting Conditions

This appraisal is subject to the following general assumptions and limiting conditions when applicable.

*No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.*

*The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.*

*Responsible ownership and competent property management are assumed.*

*The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.*

*All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.*

*It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.*

*It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.*

*It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described, and considered in this appraisal.*

*It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.*

*It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.*

*Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl's, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. The presence of such hazardous substances may affect the value of the property. The value estimated is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.*

*Possession of this report, or a copy hereof, does not carry with it the right of publication, nor may it be used for any purpose by anyone but the client without the previous written consent of the*

## General Assumptions & Limiting Conditions

*appraiser or the client and in any event, only with proper identification. Notwithstanding the foregoing, the appraiser acknowledges and agrees that a copy of this report may be provided to the Internal Revenue Service.*

*I am not required to give testimony or attendance in court by reason of this appraisal without prior agreement mutually agreeable to both the appraiser and the client.*

*Any allocation of the total value estimated in this report between the land and improvements applies only under the stated program of utilization. The separate values allocated to the land and any buildings must not be used in conjunction with any other appraisal and are invalid if so used.*

*Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which she is connected, or any reference to the Appraisal Institute or to the MAI designation.*

*I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA (The Americans with Disabilities Act) which become effective January 26, 1992. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.*

*The forecasts of income and expenses are not predictions of the future. Rather, they are my best estimate of current market thinking on future income and expenses. I make no warranty or representation that these forecasts will materialize. The real estate market is constantly fluctuating and changing. I do not predict or in any way warrant the conditions of a future real estate market, but I can only reflect what the investment community, as of the date of appraisal, envisages for the future in terms of rental rates, expenses, supply and demand.*

*The forecasted potential gross income referred to in this appraisal may be based on lease summaries or incomplete leases as provided by the owner or third parties. I have reviewed the lease documents and assume no responsibility for the authenticity or completeness of lease information provided by others. I recommend that legal advice be obtained regarding the interpretation of lease provisions and the contractual rights of parties.*

*My appraisal is based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and information that was provided. I have not, as part of my appraisal, performed an audit or review of the financial information used and, therefore, I do not express an opinion or any other form of assurance with regard to the same. Under the terms of this engagement, I have no obligation to revise this report or the estimated financial results to reflect events or conditions that occur subsequent to the date of this appraisal.*



This appraisal is subject to the following extraordinary assumptions and hypothetical conditions.

An Extraordinary Assumption is defined as ***“an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinions or conclusions.”***<sup>1</sup>

- *The subject property is the location of former oxidation ponds for municipal wastewater. I asked my client if there were any environmental considerations that needed to be considered or if an environmental assessment had been completed. My client indicated there were no environmental considerations that needed to be considered in my analysis. My appraisal assumes and is made subject to no adverse environmental conditions affecting the subject site. Should this assumption be proven to be false, the value conclusion may change.*

A Hypothetical Condition is defined as ***“a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”***<sup>2</sup>

- *There are no hypothetical conditions considered in this analysis.*

---

<sup>1</sup> The Appraisal Foundation, USPAP (2018-2019 Edition), Page U-3.

<sup>2</sup> Ibid.



\*Boundary lines are approximate

View of subject and immediate trade area.



View of the subject site in the background across the canal facing southwest.



View of the subject site in the background across the canal facing south.



View of the subject site in the background across the canal facing southwest.

### **CLIENT & INTENDED USER OF THE APPRAISAL:**

My client and intended user are El Paso Water. This report may not be distributed to, or relied upon by, other persons or entities without my written permission.

### **INTENDED USE OF THE APPRAISAL:**

It is my understanding the intended use of the appraisal is internal decision-making purposes.

### **IDENTIFICATION OF THE PROPERTY APPRAISED:**

I have been requested to provide an appraisal of the real property that is reflective of 302.1 acres of vacant land. The site is the former location of oxidation ponds for municipal wastewater that have not been used for that purpose in many years. The site has no direct frontage or access from an improved street and is accessed only from a bridge crossing a canal on the western property boundary.

### **LEGAL DESCRIPTION:**

Tract 18, Block 24; Tracts 8, 9, 10, 11, 12, 13, 15-A, 15-B-1, 15-C, 16-A, 16-B, 17, 14-A, 14-B, & 14-C, Block 26; Tracts 3, 4 & 5, Block 25, Socorro Grant, El Paso County, Texas.

### **STATEMENT OF OWNERSHIP & PROPERTY HISTORY:**

The owner of record of the subject property is the City of El Paso and has been for many years. The subject is not currently under contract or listed for sale. There have been no transactions recorded for the subject within the past three years. This represents a complete three-year history of the subject.

### **PROPERTY INTERESTS APPRAISED:**

This **appraisal report** is intended to comply with Standard 2-2 of the Uniform Standards of Professional Appraisal Practice, 2018-2019 Edition.

## Identification of the Assignment

The appraisal will consider **real property**. Assets to include personal property, supplies, materials on hand, inventories, and any current or intangible assets that may exist are not part of this appraisal.

Fee Simple, Leased Fee, and Leasehold are defined as follows.

*A fee simple estate implies absolute ownership unencumbered by any other interest or estate.<sup>3</sup>*

*A leased fee estate is an ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; the rights of the lessor (the leased fee owner) and the lessee (leaseholder) are specified by contract terms contained within the lease.<sup>4</sup>*

*A leasehold estate, which is held by a lessee (the tenant and renter), conveys the right of use and occupancy for a stated term under certain conditions.<sup>5</sup>*

Real Property is defined as follows.

*Real property includes all interests, benefits, and rights inherent in the ownership of physical real estate.<sup>6</sup>*

Personal Property is defined as follows.

*Personal property includes movable items of property that are not permanently affixed to, or part of, the real estate.<sup>7</sup>*

### **TYPE & DEFINITION OF VALUE:**

The purpose of this appraisal is to estimate the current “as is” **market value**.

---

<sup>3</sup>The Dictionary of Real Estate, Fifth Edition, 2010, Appraisal Institute. Page 78.

<sup>4</sup> Ibid., Page 111

<sup>5</sup> Ibid., Page 111.

<sup>6</sup> Ibid., Page 161.

<sup>7</sup> Ibid., Page 145.

Market Value, as used in this report, is defined as:

*“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

- *Buyer and seller are typically motivated;*
- *Both parties are well informed or well advised, and acting in what they consider their own best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”<sup>8</sup>*

### **DATES USED IN THE APPRAISAL:**

The effective date of value is **September 19, 2019**, the date of inspection. The date of this report is **September 25, 2019**.

### **SCOPE OF WORK:**

It has been my intention to prepare this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, and the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute. Engineering studies, ADA determinations, surveys, title reports, flood plain determinations, and environmental audits are beyond the scope of work of this appraisal.

**Extent to Which the Property is Identified:** I have not been provided with a survey of the property. I was not provided with a current title commitment for the subject property. My appraisal assumes and is made subject to no adverse easements or encroachments affecting the subject site.

---

<sup>8</sup>Interagency Appraisal and Evaluation Guidelines, December 2010, OCC: 12 CFR part 34, subpart C.

The subject property is the location of former oxidation ponds for municipal wastewater. I asked my client if there were any environmental considerations that needed to be considered or if an environmental assessment had been completed. My client indicated there were no environmental considerations that needed to be considered in my analysis. My appraisal assumes and is made subject to no adverse environmental conditions affecting the subject site. Should this assumption be proven to be false, the value conclusion may change.

**Extent to Which Tangible Property is Inspected:** In preparing this appraisal, Genevieve S. Pendergras, MAI inspected the subject on September 19, 2019. I drove the immediate area and viewed all of the comparables used in this appraisal from the street. I visited the subject property in order to develop impressions of physical characteristics based on visual observations of apparent, not unapparent conditions. This appraisal is not a property condition report, and should not be relied upon to disclose any conditions present in the property, and it does not guarantee the property to be free of defects. I am not an engineer and I am not qualified to assess structural integrity or the adequacy and condition of its mechanical, electrical, or plumbing components. I am not a licensed inspector, and I did not make an “inspection” of the property as defined by TREC Rule 535.227.535.231 for real estate inspectors.

I am not qualified to detect or identify hazardous substances, which may, or may not, be present on, in, or near the subject property. The presence of hazardous materials may negatively affect market value. I do not have reason to suspect the presence of hazardous substances, and I valued the subject assuming that none are present. No responsibility is assumed for any such conditions or for any expertise or engineering required to detect or discover them. I urge the user of this report to obtain the services of specialists for the purpose of conducting inspections, engineering studies, or environmental audits. While I refer to FEMA flood maps, I am not a surveyor and I am not qualified to make flood plain determinations, and I recommend that a qualified party be consulted before any investment decision is made.

**Type & Extent of Data Researched:** Market research was conducted for land sales. Sources used to obtain information included but were not limited to public records, discussions with involved parties, real estate brokers, property managers, and other appraisers. Confirmation of sales involved discussions with knowledgeable parties.

Confirmation of market data as used in this appraisal was obtained from sources believed to be reliable; however, I assume no responsibility for their accuracy.

Texas is a non-disclosure state. It is important that the intended users of this appraisal understand that in Texas, there is no legal requirement for grantors or grantees to disclose any information relative to a transfer of real property, other than the recordation of the deed itself. In Texas, the deed contains no information about the transaction, including the purchase price. As a result, no data source provides absolute coverage of all transactions. It is possible that there are sales of which I am unaware. My data sources provide all the data typically available to appraisers in the normal course of business.

**Type & Extent of Analysis Applied:** I have considered market conditions including but not limited to city and market area data. I have analyzed the data from the market to determine the highest and best use of the subject property.

### **VALUATION PROCESS:**

I have considered all three approaches to value. The three approaches are generally called the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. I employed the Sales Comparison Approach in which I collected, verified, and analyzed comparable land sales. This is the approach most typically relied upon for vacant fee simple land.

### **EXPOSURE & MARKETING TIMES:**

Exposure time is the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is different for various types of real estate and under various market conditions. The estimate of the time period for reasonable exposure time is not intended to be a predication of a date of sale.

I have analyzed the comparable sales in order to determine the reasonable exposure time for the subject. Additionally, I have surveyed knowledgeable participants. I am of the opinion an exposure time of 12 months appears appropriate for the subject based on the final market value estimate.



Marketing time is *“an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.”*<sup>9</sup> It is my opinion that similar conditions prevail that suggests 12 months or less to be an appropriate marketing time for the subject property.

---

<sup>9</sup> *The Dictionary of Real Estate*, Fifth Edition, 2010, Appraisal Institute. Page 121.

### INTRODUCTION:

The purpose of the neighborhood description is to analyze factors that may affect property values. A market area is defined as ***“the geographic or locational delineation of the market for a specific category of real estate, i.e., the area in which alternative, similar properties effectively compete with the subject property in the minds of probable, potential purchasers and users.”***<sup>10</sup>

The subject is located in El Paso County, Texas approximately 30 miles east of Downtown El Paso. The immediate area is a farming community with significant amounts of agricultural land.

The neighborhood is generally bounded by Interstate Highway 10 (I-10) on the north; the El Paso County Limits to the east, the U.S.-Mexico border on the south and the El Paso City limits on the west.

There are several towns other than the City of El Paso located within El Paso County to include Anthony, Canutillo, Vinton, Clint, Fabens, Horizon City, Socorro San Elizario and Tornillo. Anthony, Canutillo and Vinton are west of the City of El Paso while Clint, Fabens, Horizon City, Socorro, San Elizario and Tornillo are east of the City of El Paso. The following chart outlines the 2018 population for El Paso County and the bedroom communities located in the immediate area to include Socorro, San Elizario, Clint, Fabens and Tornillo.

---

<sup>10</sup> *The Dictionary of Real Estate Appraisal*, Third Edition, 1993, Appraisal Institute, Page 220.

Area in County	Census 2010	2018 Estimate	% of City Population	Growth Rate
Horizon	49,638	61,560	7.1%	3.0%
Socorro	37,592	40,923	4.7%	1.1%
San Elizario	13,712	15,560	1.8%	1.7%
Clint & Fabens	14,309	15,920	1.8%	1.4%
Canutillo	12,749	13,881	1.6%	1.1%
Anthony & Vinton	7,113	7,486	0.9%	0.7%
Tornillo	4,235	4,346	0.5%	0.3%
Ft. Hancock	2,052	2,048	0.2%	0.0%
El Paso County	800,647	865,214		1.0%

Public education is well served throughout El Paso County by various different school districts to include the El Paso Independent School District, the Canutillo Independent School District, the Ysleta Independent School District, the Socorro Independent School District, and the Clint Independent School District. The Clint Independent School District and Socorro Independent School District provide adequate elementary, middle and high schools throughout the market area. The University of Texas at El Paso and the El Paso Community College serve higher educational needs of the market area. Community services for the subject are provided by the Emergency Services District #2 to include adequate police and fire protection.

The median income for the area is between \$28,370 (San Elizario) and \$48,632 (Horizon). Excluding Horizon, the median income is between \$28,370 and \$35,596, which is well below the median income indicated for El Paso County of \$43,303.

2018 Households by Income	Horizon	County	San Clint &			
			Socorro	Elizario	Fabens	Tornillo
less than \$15,000	12.7%	16.0%	15.9%	22.0%	20.4%	24.3%
\$15,000-\$24,000	11.8%	12.7%	15.6%	21.0%	17.1%	17.9%
\$25,000-\$34,999	13.0%	11.8%	17.5%	16.8%	14.1%	15.4%
\$35,000-\$49,999	13.4%	15.1%	18.1%	14.8%	14.3%	16.7%
\$50,000-\$74,999	19.4%	18.3%	16.4%	20.2%	17.2%	13.3%
\$75,000-\$99,999	12.7%	9.8%	8.3%	2.6%	9.0%	6.9%
\$100,000-\$149,999	11.7%	10.2%	5.3%	1.5%	5.8%	3.6%
\$150,000-\$199,999	3.8%	3.3%	1.5%	0.8%	1.1%	0.7%
\$200,000+	1.4%	2.8%	1.5%	0.4%	1.1%	1.3%
Median	\$ 48,632	\$ 43,303	\$ 35,596	\$ 28,370	\$ 33,594	\$ 29,257
Average	\$ 61,486	\$ 60,893	\$ 47,700	\$ 36,817	\$ 46,069	\$ 40,793
Per Capita	\$ 16,778	\$ 19,944	\$ 13,147	\$ 9,482	\$ 13,162	\$ 10,250

**CONCLUSION:**

East El Paso has been growing rapidly. However, there is still ample land suitable for development in closer proximity to the East City Limits. The immediate area is well east of the City of El Paso and is still many years away from public utility service and concentrated development. However, where transactions have closed in the area, they support a slight increase in land values over the long-term.



NEIGHBORHOOD MAP

**SITE DESCRIPTION:**

The subject land contains 302.1 acres or 13,159,476 square feet. The site does not have frontage or access from any improved street. To access the site, it is necessary to use a bridge crossing the main irrigation canal that services the area. The bridge connects with a dirt road that becomes a paved road and intersects with Socorro Road. The site is larger, irregular in shape and generally level. The site is adjacent to the border fence with the Republic of Mexico to the south, the irrigation canal to the north, agricultural land to the east vacant land to the north. The site was used as oxidation ponds for municipal wastewater in the past. Below is the site layout provided by my client.



There are several tanks on the property that are not considered to have any contributory value. I do not know the cost of removal for the tanks. The site is adjacent to irrigation canals and other canals extend through the site. There appear to be various dirt roads and slight elevation changes throughout the site where the former ponds were located based on aerial observation.

### **SOIL, MINERAL DEPOSITS & UTILITIES:**

Soil tests were not available. Therefore, I do not express an opinion as to the quality of the soil. My report assumes and is made subject to the soil being of good load bearing quality. There are no identifiable mineral deposits having commercial value existing on the subject site. The property does not have gas service. Electric service is provided by El Paso Electric Company. Water is provided from established canals that channel the irrigation water from the Rio Grande. There is no public water or sewer service currently available to the site.

### **EASEMENTS AND ENCROACHMENTS:**

There do not appear to be adverse easements or encroachments affecting the subject site however, I have not been provided with a current survey or title commitment to verify this. My appraisal assumes and is made subject to no adverse easements or encroachments adversely affecting the utility of the subject site.

### **TOPOGRAPHY & FLOOD ZONE:**

The subject site is mostly level and at street / canal level. The site is not located within a designated flood zone according to Map #481410052B of the Federal Emergency Management System as of October 15, 1982. My appraisal assumes and is made subject to the subject site not being located in a designated flood plain.



**ENVIRONMENTAL:**

The subject property is the location of former oxidation ponds for municipal wastewater. I asked my client if there were any environmental considerations that needed to be considered or if an environmental assessment had been completed. My client indicated there were no environmental considerations that needed to be considered in my analysis. My appraisal assumes and is made subject to no adverse environmental conditions affecting the subject site. Should this assumption be proven to be false, the value conclusion may change.

**SURROUNDING AREA AND DEVELOPMENT:**

Adjacent to the west is vacant land that were additional former oxidation ponds for municipal wastewater in the past. Adjacent to the south is the Republic of Mexico. Adjacent to the east is agricultural land and residential homes. Adjacent to the north is an irrigation canal followed by vacant land that fronts Socorro Road.



**STREETS:**

Current access is provided to the site from a bridge crossing over the irrigation canal that is accessed from a road that intersects with Socorro Road. Access is not sufficient for residential development.

**ZONING:**

The subject is not zoned as located in El Paso County. The site is not in the Socorro City Limits.

**ASSESSED VALUE & TAXES:**

The subject is tax exempt as a site owned by the City of El Paso. The following is the current combined assessed value for the subject site. The site is assessed under seven parcel numbers that total 404.05 acres and include some land that is not part of this analysis. The tax rate for the subject as of 2018 is \$3.174166 per \$100 of valuation.

<b>GEO ID</b>	<b>Prop ID</b>	<b>Size Acre</b>	<b>Assessed Value</b>
El Paso County			
S533-999-0240-1801	321596	15.13	\$ 52,725
S533-999-0260-0801	358438	27.21	\$ 106,674
S533-999-0260-1101	120703	30.03	\$ 117,730
S533-999-0260-1501	154330	51.48	\$ 201,834
S533-999-0260-1601	343870	50.84	\$ 199,329
S533-999-0260-1401	261463	86.57	\$ 339,389
S533-999-0250-0301	215500	142.79	\$ 597,862
Total		404.05	\$ 1,615,543
Assessed Value / Acre			\$ 3,998

### INTRODUCTION:

Highest and Best Use as used in this report is as:

*"That reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."<sup>11</sup>*

The highest and best use of a property is an economic concept that measures the interaction of the four criteria. The determination of a property's highest and best use is a critical appraisal component that provides the valuation framework upon which comparable market information is derived.

In this type of analysis, the appraiser will conduct an analysis of the site as vacant and as improved to determine based on the interaction of the four criteria; legal permissibility, physical possibility, financial feasibility and maximum productivity; the highest and best use as if vacant and as improved (if applicable).

**Legally Permissible:** The site, as of the effective date of this appraisal, is not zoned as located in an unincorporated area of El Paso County. The immediate area is rural with new development occurring as you come closer to the El Paso City limits.

**Physically Possible Uses:** The subject site contains a total of 302.1 acres or 13,159,476 square feet. The access to the site is across an irrigation canal. The site does not have sufficient access to support residential development. In addition, water and sewer are not available to the site. The only physically possible use is considered to be speculative hold or possibly, agricultural.

**Economically and Financially Feasible Use:** Present economic and environmental conditions are the next considerations. Economic conditions refer mostly to the market in which the subject competes such as absorption of the different possible uses for the site

---

<sup>11</sup> *The Dictionary of Real Estate Appraisal*, 5th Edition, 2010. Appraisal Institute, Page 93.

within the subject market area. Physical and legal development of the subject site will support speculative investment or possibly, agricultural uses.

In interviewed several farmers who have been farming land in the area in their families for several generations. The subject site was farmland many years ago and was purchased to be used as oxidation ponds for wastewater treatment. The oxidation ponds were abandoned and the site has been unused for many years. One farmer indicated that it might be difficult to ensure the site could be used for agricultural purposes again when considering the former use. Significant due diligence would be required. Therefore, speculative investment is considered as the only potential use of the site.

**Maximally Productive:** Speculative investment is considered as the only financially feasible use of the subject site. The principal of maximum productivity states that ***"the selected land use must yield the highest value of the possible uses."***<sup>12</sup>

### **HIGHEST AND BEST USE AS IF VACANT:**

Speculative is considered as the highest and best use as vacant.

---

<sup>12</sup> *The Dictionary of Real Estate Appraisal*, 4th Edition, Appraisal Institute, Page 180.

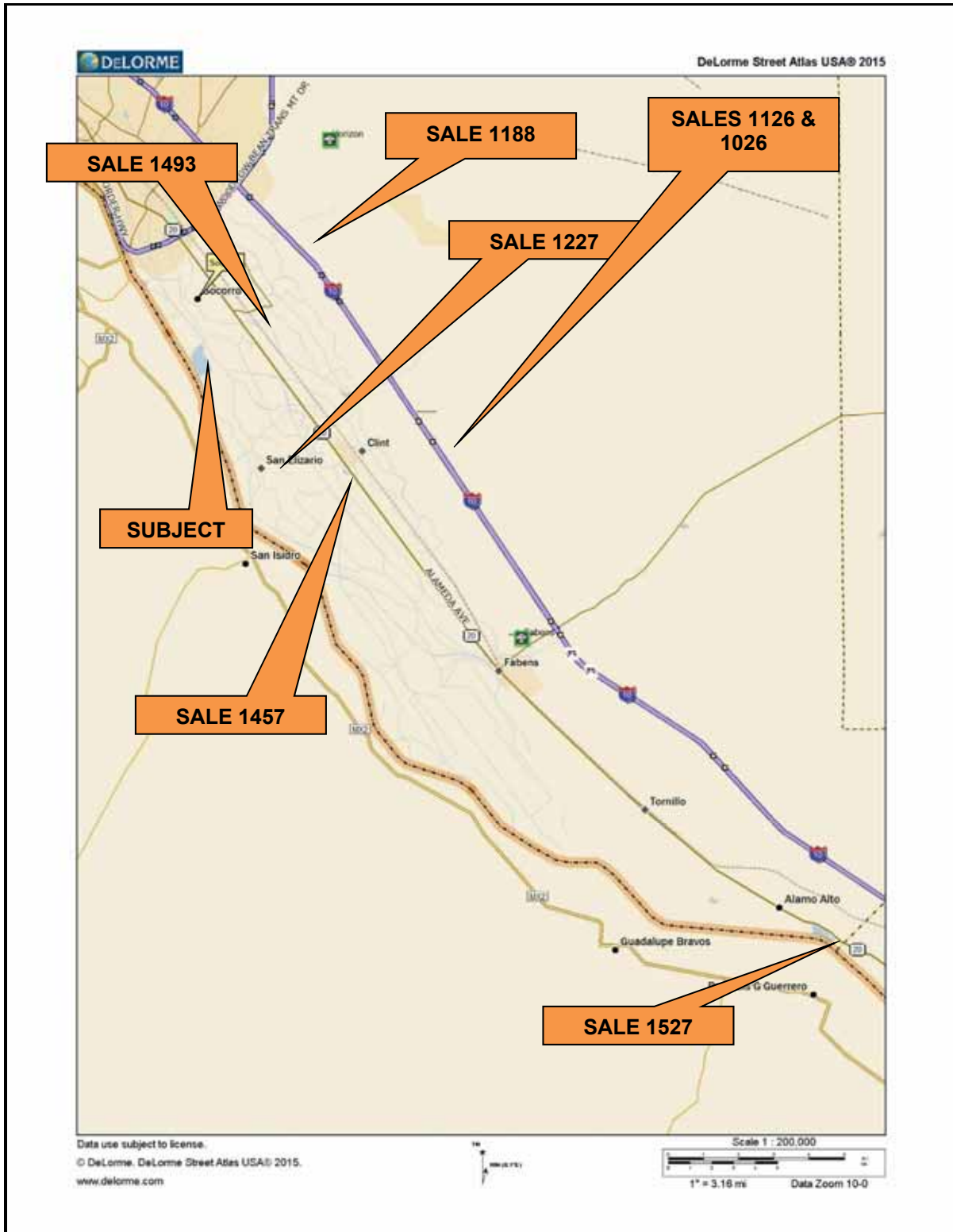
### OVERVIEW:

In this report, the Sales Comparison Approach is deemed to be applicable in valuing a site and is the most common technique for valuing land when comparable sales are available. To apply this technique sales, listings, or pending contracts of similar parcels of land are analyzed, compared, and adjusted to provide a value indication for the subject site being appraised.

### ANALYSIS OF MARKET TRANSACTIONS:

I searched for sales containing more than 50 acres located in El Paso County and more immediate area that were purchased as speculative investments or for agricultural use. There are very few sales that meet this criterion. Two of the sales were planted with Pecans and are adjusted to reflect raw land. The following are the sales located that have occurred over the past five years.

Comp No.	Location	Sale Date	Size Acres	Price / Acre	Ag / Pecan
1527	22350 Texas Highway 20	12/17	53.98	\$10,467	Part Pecan
1493	North Loop west of Anderson Road	09/07	51.34	\$16,533	Row Crop
1227	Farm to Market Road 76	01/15	781.90	\$12,789	½ Pecan ½ unplanted
1188	I-10 Darrington Rd – FM 1110	12/14	145.51	\$6,000	Raw Land
1126	Southeast of Darrington Road & Interstate 10	05/14	1,214.00	\$4,325	Raw Land
1457	15620 Alameda Avenue	03/14	903.00	\$15,864	Pecan
1026	Ascension	01/14	122.14	\$4,500	Raw Land
Subject	South of Socorro Road on a canal		302.1		Raw Land



SALES COMPARABLE MAP

**Sales Comparable No. 1527**

Location	Tornillo
Address	22350 Texas Highway 20
City	Tornillo
State	TX
Zip	79853
PID	L891-000-0100-03C1
Confirmation	Purchase Contract
Confirming Appraiser	Genevieve Pendergras
Legal Description	Tract 3B, Block 10, Lower Valley Surveys, El Paso County, Texas; A portion of Jesse Burdett Survey No 52, Hudspeth County, Texas.



**Land Data**

Gross Size SF	2,351,369
Gross Size Acres	53.980
Useable Size SF	2,351,369
Useable Size Acres	53.980
Zoning	N/A
Zoning Type	EP County
Flood Zone	X or C

**Transaction Data**

Sale Price	\$565,000
Adjusted Price	\$565,000
Date	December 22, 2017
Grantor	Ayuyoma LLC
Grantee	Gama Group LLC
Instrument #	20170096763
Property Rights	Fee Simple
Conditions of Sale	Arm's Length

Pecan orchard with 2,000 trees in production, 500 trees under development and a 2,000-sf residence. Serviced by irrigation canals and wells. There are 900 open spaces for additional trees. The irrigation canals are concrete lined. Partially in El Paso County and partially in Hudspeth County. Frontage on Texas Highway 20.

Property was listed in the amount of \$750,000 for approximately six months. Price was dropped after no offers were received.

**Economic Indicator Data**

Price Per SF/Gross	\$0.24	Price Per Acre	\$10,467
Price Per SF/Useable	\$0.24	Price Per Acre/Useable	\$10,467

**Sales Comparable No. 1493**

Location	Socorro
Address	North Loop west of Anderson
City	El Paso
State	TX
Zip	79927
PID	S533-000-0110-02E0
Confirmation	Appraisal Associate
Confirming Appraiser	Genevieve Pendergras
Legal Description	Tracts 2-E and 2-E-2, Block 11, Socorro Grant, El Paso County, Texas



**Land Data**

Gross Size SF	2,236,283
Gross Size Acres	51.338
Useable Size SF	2,236,283
Useable Size Acres	51.338
Zoning	A-1
Zoning Type	Agricultural
Flood Zone	X or C

**Transaction Data**

Sale Price	\$848,750
Adjusted Price	\$848,750
Date	September 19, 2017
Grantor	Estate of Emma Huereque
Grantee	JCGAR Ventures, LLC
Instrument #	20170068956
Property Rights	Fee Simple
Conditions of Sale	

Level agricultural land. Sandwiched in between two residential subdivision developments. Irrigation canal bisects the site. Purchased for future development.

**Economic Indicator Data**

Price Per SF/Gross	\$0.38	Price Per Acre	\$16,533
Price Per SF/Useable	\$0.38	Price Per Acre/Useable	\$16,533

**Sales Comparable No. 1227**

Location	San Elizario
Address	Farm to Market Road 76
City	San Elizario
State	TX
Zip	79838
PID	Multiple
Confirmation	Confidential
Confirming Appraiser	Genevieve Pendergras
Legal Description	Tracts 5B, 6, 7 and 12A, Block 53; Tracts 13A1A, 14A, and 14E, Block 54; Tracts 1C and 1E1, Block 55; Tracts 3A and 10, Block 61; and Tract 4A, Block 63, San Elizario, El Paso County, Texas.



**Land Data**

Gross Size SF	34,059,564
Gross Size Acres	781.900
Useable Size SF	34,059,564
Useable Size Acres	781.900
Zoning	N/A
Zoning Type	N/A
Flood Zone	Zone C

**Transaction Data**

Sale Price	\$10,000,000
Adjusted Price	\$10,000,000
Date	January 07, 2015
Grantor	Schuster Family Partnership LTD
Grantee	Chase Farms
Instrument #	20150002096
Property Rights	Fee Simple
Conditions of Sale	Normal

Pecan orchard with half planted mature pecan trees and half unplanted. There are two houses and an office on site. Orchard is served by wells and irrigation water. Equipment was sold with the orchard. The contributory value is unknown. Warranty deed indicates there are a total of 7 wells. Warranty deed indicates there are concrete lined ditches and perpetual easements to the irrigation ditches, canals and drains.

Financing was Farm Credit of New Mexico, ACA, for the principal amount of \$4,800,000.

**Economic Indicator Data**

Price Per SF/Gross	\$0.29	Price Per Acre	\$12,789
Price Per SF/Useable	\$0.29	Price Per Acre/Useable	\$12,789



**Sales Comparable No. 1188**

Location	EP County
Address	I-10-Darrington Rd-FM 1110 (immediately N)
City	Horizon
State	TX
Zip	79928
PID	X305-000-0000-0100
Confirmation	Land Award & Receipt
Confirming Appraiser	Walker Beard
Legal Description	Southeast part of Robert Nix Survey No. 305 in El Paso County, Texas



**Land Data**

Gross Size SF	6,338,416
Gross Size Acres	145.510
Useable Size SF	6,338,416
Useable Size Acres	145.510
Zoning	NA
Zoning Type	EP County
Flood Zone	None

Raw land. Adjacent to Clint landfill, E of I-10. Small frontage on Darrington. 1,478 feet of frontage on I-10. Non-flood area. According to buyer the site had water nearby, no sewer. Utilities were not a main consideration in this purchase. Clint ISD. LVWA.

**Transaction Data**

Sale Price	\$873,060
Adjusted Price	\$873,060
Date	December 05, 2014
Grantor	State of Texas
Grantee	Jobe Materials, LP
Instrument #	20140078317
Property Rights	Fee Simple
Conditions of Sale	Normal

Purchased for plant for Jobe Materials and storage. There is a 29-acre parcel that fronts I-10 that is not a part of this sale.

**Economic Indicator Data**

Price Per SF/Gross	\$0.14	Price Per Acre	\$6,000
Price Per SF/Useable	\$0.14	Price Per Acre/Useable	\$6,000

**Sales Comparable No. 1126**

Location	EP County
Address	SE Darrington Road & NE of Interstate 10
City	El Paso
State	TX
Zip	79928
PID	Multiple
Confirmation	Fred Kastrin
Confirming Appraiser	Walker Beard
Legal Description	Various portions of Sections 16, 17, 24, 25, Block 78, Township 4, T&P Railway Company Surveys, & Lot 3, Block 1, Farm View Subdivision, El Paso County, Texas.



**Land Data**

Gross Size SF	52,881,840
Gross Size Acres	1,214.000
Useable Size SF	52,881,840
Useable Size Acres	1,214.000
Zoning	NA
Zoning Type	EP County
Flood Zone	None

**Transaction Data**

Sale Price	\$5,250,000
Adjusted Price	\$5,250,000
Date	May 05, 2014
Grantor	Kasco et al
Grantee	City of El Paso
Instrument #	20140028381
Property Rights	Fee Simple
Conditions of Sale	Normal

According to seller, the site has water in the road, no sewer, but other utilities in the area. Located contiguous to the Clint Land fill and was acquired for future expansion.

**Economic Indicator Data**

Price Per SF/Gross	\$0.10	Price Per Acre	\$4,325
Price Per SF/Useable	\$0.10	Price Per Acre/Useable	\$4,325

**Sales Comparable No. 1457**

Location	Clint
Address	15620 Alameda Avenue
City	Clint
State	TX
Zip	79838
PID	Multiple
Confirmation	B Juarez
Confirming Appraiser	Genevieve Pendergras
Legal Description	The legal description is extensive and is too long to reference in this section. Refer to Document #20140013471 of the El Paso County Records.



**Land Data**

Gross Size SF	39,334,680
Gross Size Acres	903.000
Useable Size SF	39,334,680
Useable Size Acres	903.000
Zoning	N/A
Zoning Type	EP County
Flood Zone	None

The land is comprised of 712 acres of mature pecan orchard; 110 acres of young pecan orchard; 73 acres of irrigated row crop & 8 acres improved with the plant headquarters. 10,000 lf of concrete ditch. 10 operational wells; 7 gas & 3 diesel. Irrigation from Cuadrilla Lateral & Riverside Canal. Improvements consist of metal storage, pecan processing plant of 12,000 sf; maintenance building of 7,500 sf; and office. Duplex for grounds keeper.

**Transaction Data**

Sale Price	\$14,324,817
Adjusted Price	\$14,324,817
Date	March 04, 2014
Grantor	Richard Bills Farms, LC
Grantee	FFR Enterprises, Inc.
Instrument #	20140013471
Property Rights	Fee Simple
Conditions of Sale	Normal

Purchase price was allocated as follows: \$1,101,600 M&E; \$710,117 Improvements & Site Improvements; \$12,531,100 to the land or \$13,877 / acre.

**Economic Indicator Data**

Price Per SF/Gross	\$0.36	Price Per Acre	\$15,864
Price Per SF/Useable	\$0.36	Price Per Acre/Useable	\$15,864

**Sales Comparable No. 1026**

Location	EP County
Address	Ascension
City	N/A
State	TX
Zip	79928
PID	X578-000-4170-1100
Confirmation	Robert Malooly
Confirming Appraiser	Genevieve Pendergras
Legal Description	A portion of Section 17, Block 78, Township 4, Texas and Pacific Railroad Surveys, El Paso County, Texas



**Land Data**

Gross Size SF	5,320,418
Gross Size Acres	122.140
Useable Size SF	5,320,418
Useable Size Acres	122.140
Zoning	N/A
Zoning Type	County
Flood Zone	None

**Transaction Data**

Sale Price	\$549,630
Adjusted Price	\$549,630
Date	January 20, 2014
Grantor	Robert Malooly
Grantee	Horizon Growth Properties, LLC
Instrument #	20140004618
Property Rights	Fee Simple
Conditions of Sale	Normal

Rectangular in shape, with natural desert topography

Site was purchased by Robert Malooly on 12/28/2012. Mr. Malooly indicated the purchase price included a trade for other properties and would not disclose. Mr. Malooly has the property under contract to a European investor for \$4,500 per acre. Site is adjacent to colonia development and is being purchased for residential development.

**Economic Indicator Data**

Price Per SF/Gross	\$0.10	Price Per Acre	\$4,500
Price Per SF/Useable	\$0.10	Price Per Acre/Useable	\$4,500

### ADJUSTMENTS TO THE LAND COMPARABLES:

Adjustments are made to the site comparables to reflect economic and physical differences in contrast with the subject. The following are the economic and physical adjustments considered in this site valuation analysis.

1. Property Rights Conveyed
2. Financing Terms
3. Buyer/Seller Motivation
4. Buyer Costs
5. Market Conditions (Time)
6. Location
7. Frontage/Corner Influences
8. Utility
9. Size (Economies of Scale)
10. Topography
11. Zoning
12. Other Physical Features

Adjustments for the first five categories reflect economic adjustments to the comparables while categories six through 12 reflect physical differences. Adjustments for the first four categories are made on a Dollar basis while all remaining adjustments are made on a percentage basis.

#### **Economic Adjustments:**

Buyer / Seller Motivation or Price Considerations: Sale 1227 included the sale of processing equipment and processing plant estimated at **10%** of the total sales price, which is used as the adjustment. Sale 1457 had similar equipment however, the price has been allocated to the land and the land value only is used in the adjustment grid.

Buyer Costs: Sales 1527 and 1227 are ½ or partially planted in mature pecan. Sale 1457 is fully planted. These sales are adjusted downward by either \$4,000 or \$8,000 per acre. This adjustment is based on an analysis I have retained in my files indicating \$8,000 per acre is the value attributable to mature pecan orchard (in addition to the land).

Market Conditions (Time): Based on paired sales analysis of several sales located in close proximity to one another that occurred over this time period a market conditions adjustment ranging from 1% to 2% is indicated. The lower-end of the range is considered supported for speculative land and an amount of **1%** per year is applied to the sales.

### **Physical Adjustments:**

Location: Sale 1527 is in Tornillo and Hudspeth County with inferior locational influences and is adjusted upward by **10%**. The subject and remaining sales have similar locational influences and no adjustment is applied.

Frontage/Corner Influence: The subject has no direct frontage to an improved street. Sales 1126 and 1026 are similar. The remaining sales are superior and are adjusted downward by **10%** or **20%**.

Size (Economies of Scale): Economies of scale suggest that smaller properties generally sell for more per unit than larger properties. I have applied a 3% adjustment for every 100% change when comparing the subject to each comparable. Larger sales are adjusted upward and smaller sales are adjusted downward.

Topography: Sales 1527, 1493, 1227 and 1457 have agriculture infrastructure in place to include concrete lined canals and are adjusted downward by **10%**.

Water Rights: Sales 1527, 1493, 1227 and 1457 have wells on site that the subject and remaining sales do not have in place. These sales are adjusted downward by **10%**.

Other Physical Features: There are no other physical features that require consideration.

The following are the adjustments to the market transactions.

## Sales Comparison Approach

SALES ADJUSTMENT GRID								
PROPERTY INFORMATION	Subject	1527	1493	1227	1188	1126	1457	1026
Sale/Asking Price/SF		\$10,467	\$16,533	\$12,789	\$6,000	\$4,325	\$15,864	\$4,500
Size - Square Feet	302.10	53.98	51.34	781.90	145.51	1,214.00	903.00	122.14
Date Of Sale	Sep-19	Dec-17	Sep-17	Jan-15	Dec-14	May-14	Mar-14	Jan-14
ECONOMIC ADJUSTMENTS								
Buyer / Seller Motivation:		None	None	Considered	None	None	None	None
\$ Adjustment		\$0	\$0	(\$1,279)	\$0	\$0	\$0	\$0
Buyer Costs:		Pecan	None	Pecan	None	None	Pecan	None
\$ Adjustment		(\$4,000)	\$0	(\$4,000)	\$0	\$0	(\$8,000)	\$0
Fee Simple/Stabilized/Cash Equivalent Price		\$6,467	\$16,533	\$7,510	\$6,000	\$4,325	\$7,864	\$4,500
Market Conditions (Time):	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
		1.7	2.0	4.6	4.7	5.3	5.4	5.6
Tot. Time Adj.		1.73%	1.97%	4.60%	4.68%	5.26%	5.42%	5.59%
Updated Price		\$ 6,579	\$ 16,859	\$ 7,856	\$ 6,281	\$ 4,553	\$ 8,291	\$ 4,752
PHYSICAL ADJUSTMENTS								
Location:	Socorro	Tornillo	Socorro	San Elizario	EP County	EP County	Fabens	EP County
% Adjustment		10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Frontage / Access:	Canals	Superior	Superior	Superior	Superior	Similar	Superior	Similar
% Adjustment		-10.00%	-20.00%	-20.00%	-20.00%	0.00%	-20.00%	0.00%
Size (Economies of Scale):	302.10	Smaller	Smaller	Larger	Smaller	Larger	Larger	Smaller
% Adjustment		-13.79%	-14.65%	4.76%	-3.23%	9.06%	5.97%	-4.42%
Topography / Agricultural:	Level	Superior	Superior	Superior	Similar	Similar	Superior	Similar
% Adjustment		-10.00%	-10.00%	-10.00%	0.00%	0.00%	-10.00%	0.00%
Water Rights:	EBID	Superior	Superior	Superior	Similar	Similar	Superior	Similar
% Adjustment		-10.00%	-10.00%	-10.00%	0.00%	0.00%	-10.00%	0.00%
Other Physical Adjustments:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
% Adjustment		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Composite Physical Adjustment %		-33.79%	-54.65%	-35.24%	-23.23%	9.06%	-34.03%	-4.42%
Composite Physical Adjustment \$		(\$2,223)	(\$9,214)	(\$2,768)	(\$1,459)	\$412	(\$2,822)	(\$210)
<b>INDICATED SUBJECT VALUE / SQ. FT.</b>		<b>\$4,356</b>	<b>\$7,645</b>	<b>\$5,088</b>	<b>\$4,822</b>	<b>\$4,965</b>	<b>\$5,469</b>	<b>\$4,541</b>
			Unadjusted	Adjusted	Applied			
		min	\$4,325	\$4,356				
		max	\$16,533	\$7,645				
		average	\$10,068	\$5,269				
		median	\$10,467	\$4,965				
		Value per acre			\$ 4,700			
		Indicated Value			\$ 1,419,870			
		<b>ROUNDED</b>			<b>\$ 1,420,000</b>			

**Current Land Value:** The adjusted sales indicate a range from \$4,356 to \$7,645 per acre with a mean and median of \$5,269 and \$4,965 per acre. The two sales requiring the least composite physical adjustment support the lower-end of the range from \$4,541 to \$4,965 per acre. The middle of this range is given the most credence. A value of \$4,700 per acre is considered appropriate for the subject. A land value of \$1,420,000, rounded is indicated (\$4,700 / acre x 302.1 acres = \$1,419,870).

**CONCLUSION:**

I am of the opinion that the current market value of the fee simple rights of ownership of the subject containing 302.1 acres as of September 19, 2019, is:

**ONE MILLION FOUR HUNDRED TWENTY THOUSAND DOLLARS**

**(\$1,420,000). \***

*\* Subject to the Extraordinary Assumptions and Limiting Conditions as noted on Page 7 of this report.*



**I certify that to the best of my knowledge and belief:**

*the statements of fact contained in this report are true and correct,*

*the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions,*

*I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved,*

*I have appraised the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment,*

*I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment,*

*my engagement in this assignment was not contingent upon developing or reporting predetermined results,*

*my compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event, directly related to the intended use of this appraisal,*

*my analyses, opinions, and conclusions were developed, and this report was prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and to the Uniform Standards of Professional Appraisal Practice,*

*the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives,*

*I have made a personal inspection of the property that is the subject of this report,*

*No one provided significant real property appraisal assistance to the person signing this certification,*

*as of the date of this report, Genevieve S. Pendergras, MAI, has completed the continuing education and Standards and Ethics education requirement of the Appraisal Institute*



---

Genevieve S. Pendergras, MAI  
State Certified  
TX-1331023G  
September 25, 2019

## QUALIFICATIONS OF THE APPRAISER GENEVIEVE S. PENDERGRAS

### PROFESSIONAL EXPERIENCE:

Member Appraisal Institute (MAI) - #402810  
Qualified Expert Witness – El Paso County Courts at Law, United States Bankruptcy Court  
Certified General Real Estate Appraiser licensed in Texas and New Mexico  
Certified General Texas 1331023-G expires 05/31/2020  
Certified General New Mexico 02600-G expires 04/30/2020

### EDUCATIONAL BACKGROUND AND SPECIAL TRAINING:

Graduate of the University of Texas at El Paso in the Bachelor of Science Degree in Business Administration with a concentration in Economics.

#### Appraisal Institute Courses:

- Real Estate Appraisal Principles
- Basic Valuation Procedures
- Capitalization Theory & Techniques – Part A
- Capitalization Theory & Techniques – Part B
- General Applications
- Report Writing & Valuation Analysis
- Standards of Professional Practice
- Subdivision Valuation
- The Uniform Standards of Appraisal Practice Update Course
- Business Practices & Ethics
- Appraising Nursing Facilities
- General Demonstration Report Writing Seminar
- Forecasting Revenue
- Attacking & Defending an Appraisal in Litigation
- Separating Real Personal Property and Intangible Business Assets
- Eminent Domain & Condemnation
- Complex Litigation Appraisal Case Studies
- Rates & Ratios: Making Sense of GIMs, OARs and DCF
- Appraising Airports & Airplane Hangers
- Appraising Cell Towers
- Carving Out Your Legal Niche: Do's and Don'ts of Litigation Support
- Commercial Bankruptcy, Workouts, and the Valuation Process
- Regression Analysis
- IRS Valuation
- Highest & Best Use and Market Analysis
- Advanced Sales Comparison & Cost Approaches
- Advanced Applications
- Valuation of Assisted Living Facilities
- Condemnation Appraising – Principles & Application
- Uniform Standards of Professional Appraisal Practice
- Residential & Commercial Valuation of Solar

### EMPLOYMENT:

1999 to Present – Partner, Wilkinson, Pendergras & Beard, L.P.  
1996 to February 1999 – Credit / Collection Manager, International Data, LLC

### REPRESENTATIVE APPRAISALS:

Residential Subdivision Development, Commercial Subdivision Development, Master Planned Development, Easement Valuations, Right of Way Valuations, Eminent Domain & Condemnation, Municipal Utility Reimbursements, Partial Interests, Fast Food Restaurants, Restaurants, Light Industrial, Heavy Industrial, Office/warehouse, Office, Governmental Office, Retail, Apartments, Hotel/Motel, Banks, Self-Storage, Commercial Land, Agricultural Land, Automotive Dealerships, Special-Purpose, Truck Dealerships, Mobile Home, Car Washes, Churches, IRS Valuations, Day Care, Fitness Center, Lifestyle Retail, Neighborhood Retail, Retail Strip Center, Medical Office, Surgical Centers, Urgent Care Centers

### REPRESENTATIVE CLIENTS:

Bank of America, Wells Fargo Bank, BBVA Compass Bank, Bank of the West, West Star Bank, First National Bank, Washington Federal, The National Bank of El Paso, The National Bank of Arizona, Inter National Bank, Vantage Bank, Comerica Bank, First Savings Bank, United Bank, City Bank Texas, Bank of Texas, Pioneer Bank, Sunflower Bank, V.P. Clarence Co., Trinity Finance, ScottHulse, PC, Gordon, Davis, Johnson & Shane PC, The University of Texas System, The University of Texas at El Paso, The City of El Paso, El Paso County, Texas Department of Transportation, Federal Aviation Administration, Texas Tech University, El Paso Independent School District, Barron & Adler, LLP, Mounce, Green, Myers, Safi, Paxson & Galatzan, PC, Windle, Hood, Alley, Norton, Brittain & Jay, LLP, Hunt Communities, El Paso Water Utilities, The City of Socorro, The Town of Horizon City, Lower Valley Housing Authority, Hobson, Stribling & Carson, LLP, Lauterbach & Borshchow & Company, Plains Capital Bank, Bank 34, Kemp Smith, PC, The Greater El Paso Chamber of Commerce, Veterans Administration

### QUALIFIED AS EXPERT WITNESS:

Deposition, 5 hours at Ainsa Hutson, LLP, Frank Ainsa, legal counsel, 02/17/2009  
Deposition, 8 hours at El Paso County Courthouse, Barron Adler, Mr. Roy Brandys legal counsel, 07/12/10  
Deposition, 6 hours at Windle, Hood, Alley, Norton, Britain & Jay, LLP, Jeff Alley, legal counsel, 04/11/2011  
El Paso County Court #6, Cause 2009-4045, Clyde A. Pine, Jr., Legal Counsel, 07/25/11  
Bankruptcy Case No.11-30977, DHC Realty, Harrel L. Davis, Legal Counsel, Deposition, 6 hours; 03/13/12  
Bankruptcy Case No.11-30977, DHC Realty, Harrel L. Davis, Legal Counsel, Testimony, 5 hours; 03/17/12  
Condemnation Hearing, Desert Acceptance Project, MAB Real Estate, El Paso County, 4 hours; 01/30/2017  
Cause Number 2012DCV04937 (Parcel 15), The State of Texas v. River Oaks HD 2, LLC et al, Harrel L. Davis, Legal Counsel, Deposition, 2 hours; 10/13/17

### PROFESSIONAL & CIVIC AFFILIATIONS:

Appraisal Institute – MAI  
Rio Grande Chapter of the Appraisal Institute – Nominating Committee & Finance Committee  
Zoning Board & Adjustment, City of El Paso, Board Member – 2017 - present  
El Paso Estate Planning Council – Board Member - 2016-2017  
The Greater El Paso Chamber of Commerce – Leadership El Paso Class XXXVI  
Greater El Paso CCIM Chapter  
Junior League of El Paso  
Insights of El Paso, Board Member, 2010 - 2011  
St. Matthew Catholic School, Board Member & President - 2012-2015  
El Paso Complete Count Committee – appointed April 7, 2009

**Texas Appraiser Licensing and Certification Board**  
P.O. Box 12188 Austin, Texas 78711-2188  
**Certified General Real Estate Appraiser**

Number: TX 1331023 G  
Issued: 05/09/2018 Expires: 05/31/2020  
Appraiser: GENEVIEVE S PENDERGRAS

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

**State of New Mexico**  
**REAL ESTATE APPRAISERS BOARD**

PO Box 25101 Santa Fe, NM 87505 (505) 476-4622

This is to certify that  
**Genevieve S Pendergras #02600-G**

Having complied with the provisions of the New Mexico Real Estate Appraisers Act is hereby granted a license to practice as a  
**General Certified Appraiser**

**This appraiser is eligible to perform in Federally Related Transactions**

Issue Date: 06/08/2006 Date Expires: 04/30/2020

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS



Task Order No. 14  
On-Call Appraisal Services Agreement

(Check One)  Primary Appraisal  Review Appraisal  Update Appraisal

Federal or federally-assisted program regulations apply? Yes  No

This Task Order is in accordance with the provisions of the Agreement for On-Call Appraisal Services, Contract Number MCILKINSONP16-APPRAISAL executed on April 22, 2016, amended, and extended on May, 2018, between El Paso Water – Public Service Board and Wilkinson, Pendergras and Beard L.P.,

**General purpose of property to be appraised:** Sale of land

**Property and Improvement Description:**

Address: N/A

Legal Descriptions: Several legal descriptions property also known as Socorro Oxidation Ponds

Owner of Record: CITY OF EL PASO ON BEHALF OF EL PASO WATER PUBLIC SERVICE BOARD

Improvements: \_\_\_\_\_

**Completion & Delivery of Reports: No later than September 16, 2019**

**Fee Quote: \$1,400.00.**

Appraiser: Wilkinson, Pendergras and Beard L.P. (Firm's name)

By: Genevieve Pendergras

Title: Appraiser

Date: 8/26/19

Signature: \_\_\_\_\_

Accepted: El Paso Water – Public Service Board

By: John E. Balliew, P.E.

Title: President/CEO

Date: August 26, 2019

Signature: \_\_\_\_\_

When fully executed, this document is your AUTHORIZATION TO PROCEED and to contact Alma De Anda, (915) 594-5513; adeanda@epwater.org, representative for the owner of record, for information or to schedule your inspection(s).

1154 Hawkins Blvd. P.O. Box 511 El Paso, TX 79961-0511 915.594.5500



*First American Title*<sup>TM</sup>

## Commitment for Title Insurance (T-7)

ISSUED BY

**First American Title Insurance Company**

# Commitment

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.

We **FIRST AMERICAN TITLE INSURANCE COMPANY** 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 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.

---

---

### **First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

By: 

Authorized Countersignature

(This Commitment is valid only when Schedules A, B, C, and D are attached)

This jacket was created electronically and constitutes an original document

## 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 enterarlo 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 1-888-632-1642 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 and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, 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. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- 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.

### **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.





**First American  
Title Guaranty Company**

# Important Notice

ISSUED BY

**First American Title Guaranty Company**

## **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call First American Title Guaranty Company's toll-free telephone number for information or to make a complaint at:

**1-888-632-1642**

You may also write to First American Title Guaranty Company at:

**1 First American Way  
Santa Ana, California 92707**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact First American Title Guaranty Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

## **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de First American Title Guaranty Company's para informacion o para someter una queja al:

**1-888-632-1642**

Usted tambien puede escribir a First American Title Guaranty Company:

**1 First American Way  
Santa Ana, California 92707**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Guaranty Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### **UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**COMMITMENT FOR TITLE INSURANCE T-7**  
**ISSUED BY**  
**FIRST AMERICAN TITLE GUARANTY COMPANY**  
**SCHEDULE A**

Effective Date: **September 22, 2019, 5:00 pm**

GF No. **19000126-7**

Commitment No. \_\_\_\_\_, issued **October 8, 2019,**

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:  
PROPOSED INSURED:
- 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**

4. Legal description of land:

**PARCEL 1: Tracts 3, 5, 17, 18, 18A, and 19, Block 24, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, according to the resurvey of said YSLETA GRANT made by El Paso County, Texas, for tax purposes.**

**PARCEL 2: Tracts 3, 4, 5 and 8B, Block 25, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, according to the resurvey of said YSLETA GRANT made by El Paso County, Texas, for tax purposes.**

**PARCEL 3: Tracts 8, 9, 10, 11, 12, 13, 14A, 14B, 14C, 15A, 15B, 15C, 16A, 16B and 17, Block 26, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, according to the resurvey of said YSLETA GRANT made by El Paso County, Texas, for tax purposes.**

## SCHEDULE B

### 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 (We must either insert specific recording data or delete this exception):~~
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 **2019**, 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 of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
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 (We must insert matters or delete this exception.):
- a. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
  - b. **Rights of parties in possession. (Owners Title Policy)**
  - c. **Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.**

**Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.**

**d. OWNER POLICY:**

**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.)**

**e. LOAN POLICY**

**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).**

- f. Any encroachment, encumbrance, violation, 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.)**
- g. Visible and apparent easements for roads and public utilities existing on the ground.
- h. Any visible and apparent right of way for roads, drainage, and/or irrigation ditches.
- i. This property lies within the irrigation water district controlled by the EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, which does not require any municipal utility district notices.
- j. Desagua channel running through portion of Tract18A, Block 24 (Parcel1)
- k. River Drain running across through portion of Tract 3, Block 26 (Parcel 3)
- l. Franklin Feeder Canal running through portions of Tracts 8, 11, 12, 16A, 17, 18A and 18B, Block 26 (Parcel 3)
- m. Perpetual Road and Utility Easement granted to the United States of America under Clerk's file no. 20140080491, Real Property Records, El Paso County, Texas. (Parcel 2, Tracts 3 and 4; and Parcel 3, Tracts 15C, 16A and 17)
- n. Easement to El Paso Electric Company in Volume 202, Page 35 (Parcel 3, Tracts 8, 10, 11 and 15B) and in Volume 137, Page 1196 and Volume 505, Page 17 (Both Parcel 3, Tract 8), and in Volume 1290, Page 936 (Parcel 3, Tract 16A), and in Volume 957, Page 24 (Parcel 3, Tracts 15 and 17A); Real Property Records, El Paso County, Texas
- o. Easement to EL PASO ELECTRIC COMPANY and MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY in Volume 624, Page 52, Real Property Records, El Paso County, Texas, with MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY'S interest therein granted, sold and quit claimed to SOUTHWESTERN BELL TELEPHONE COMPANY in Volume 1231, Page 646, Real Property Records, El Paso County, Texas. (Parcel 3, Tract 8)

## SCHEDULE C

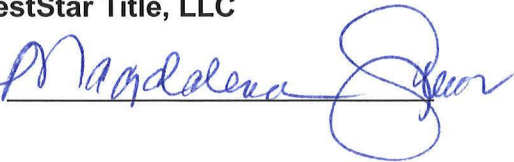
Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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: Title to Parcel 1 is vested pursuant to Deeds recorded in Volume 14, Page 358, Volume 53, Page 1241, and Volume 54, Page 1590, Real Property Records, El Paso County, Texas.**
6. **NOTE: Title to Parcel 2 is vested pursuant to Deeds recorded in Volume 14, Page 2018, and Volume 53, Page 903, Real Property Records, El Paso County, Texas.**
7. **NOTE: Title to Parcel 3 is vested pursuant to Deeds recorded in Volume 14, Page 358, Volume 39, Page 240, Volume 53, Page 903 and Volume 53, Page 1241, Real Property Records, El Paso County, Texas.**
8. **NOTE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000.00 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)**



- 9. **NOTE:** Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.
  
- 10. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.
  
- 11. **NOTE:** The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.
  
- 12. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of \$100,000 be made by wire transfer. Contact your closing team for wiring instructions.
  
- 13. **NOTE:** Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at [www.epcounty.com](http://www.epcounty.com) under Official Public Records.

Countersigned  
WestStar Title, LLC

By 

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE D**

GF No. **19000126-7**

Effective Date: **September 22, 2019, 5:00 pm**

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, as indicated, of the Title Insurance Company issuing this Commitment

**Underwriter: First American Title Guaranty Company, A Texas Corporation**

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter:

First American Title Guaranty Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

**DIRECTORS:**

Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

**OFFICERS:**

President: Christopher M. Leavell; Senior Vice President, Secretary: Jeffrey S. Robinson; and Vice President, Treasurer: Hugh Matthew McCreadie

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.

- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

**Owners:** WestStar Bank (Texas Banking Association)

- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

WestStar Bank Holding Company, Inc.

- c. The following persons are officers and directors of the Title Insurance Agent:

**WestStar Title, LLC**

**Officers:** Travis Joel Smith, Vice President / Commercial Escrow Manager

Rodolfo Telles, Sr., Vice President, Title Examination Manager & Sr. Commercial Title Officer, On-Site Manager

Rachel Samaniego Valles, Vice President / Branch Manager

Gilberto Carreon, Vice President / Escrow Administration & Escrow Accounting

Jack Chapman, Secretary

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 a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy	<u>\$0.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</u>

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:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" \*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."

**DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

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



## **First American Title Guaranty Company**

### **Privacy Information**

#### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### **Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### **Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

# PRIVACY POLICY NOTICE

## **We Are Committed to Safeguarding Customer Information**

Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. GLBA generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

## **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

## **Types of Information We Collect**

In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us our affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction) and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

## **Use of Information We Collect**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:

- To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
- To companies that perform marketing services on our behalf.

**Information We May Disclose to Our Affiliates**

WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., and WestStar Bank Holding Company Inc. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

**Note:** The above Privacy Policy applies to individuals who obtain services or products who obtain services or products that are to be used for personal family or household purposes.







TO: Roberta Britto,  
Assistant City Attorney

FROM: James W. Wolff  
Real Estate Manager

DATE: October 26, 2020

SUBJECT: Placement of Item on City Council Agenda  
City Council authorizing the City Manager to sign Deed without Warranty and conveying 301.97 acres of property located on portions of Block 24, 25, and 26 of the Socorro Grant.

---

This is a request for review and signature of the documents that need a signature from the City Attorney's Office in order to place an item on the City Council agenda. All of the standard documents are attached including the DHS form, proposed Ordinance and Deed.

The subject property is City of El Paso property, managed and controlled by the El Paso Water Utilities - Public Service Board (EPWater). The Public Service Board determined the land inexpedient to the water system and was forwarded to City staff for consideration as required by the Joint Resolution between the City and EPWater. City staff reviewed and approved the sale. We would like to place this item on City Council agenda for introduction and public hearing for approval of the sale.

Also attached are the following documents:

- Attachment A - DHS
- Attachment B - Ordinance
- Attachment C - Deed without Warranty
- Attachment D - NA
- Attachment E - Title Commitment
- Attachment F - Appraisals



The wording of the Ordinance should be as follows:

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE AND SPECIAL WARRANTY DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY TO THE EL PASO ELECTRIC COMPANY, A 5 ACRE PARCEL OF LAND IN TRACT 5, JOHN BARKER SURVEY NO. 10, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

(District 8) El Paso Water Utilities, James Wolff, Real Estate Manager. (915) 594-5511.