

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM



DEPARTMENT / COUNCIL OFFICE: Capital Improvement - Grant Funded Programs

AGENDA DATE: 4/28/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Joaquin Rodriguez, AICP

PHONE NUMBER: 915-212-0065

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: 5

AGENDA ITEM:

A resolution that the City Manager, or designee, is authorized to effectuate the purchase and closing of the property legally described as a portion of Tract 1, Block 79, Township 2, Texas & Pacific R.R. Surveys, El Paso County, Texas, situated within the corporate limits of the City of El Paso, El Paso County, Texas, including any and all improvements located on the property, for \$65,135.50.

ISSUE STATEMENT:

This item is to execute a contract of sale and effectuate the closing for a parcel of land necessary for the extension of Montwood from Shreya to Rich Beam.

BACKGROUND:

The extension of Montwood Dr. from Shreya to Rich Beem in El Paso's east side planning area was approved by voters in the 2022 Community Progress Bond Election. Design of the project is being managed by El Paso County, The City will be responsible for construction. The proposed alignment traverses privately owned parcels which will need to be acquired to accommodate the extension.

COUNCIL OPTIONS:

1. Approve the resolution

COMMITTEE REVIEW AND/OR RECOMMENDATION:

n/a

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

n/a

RELATED CITY POLICIES:

n/a

PRIOR COUNCIL ACTION:

Montwood CRRMA Interlocal for ROW acquisition services - January 16th, 2024

LEGAL REVIEW:

- Legal counsel reviewed as a part of Council packet
- Legal counsel reviewed in advance of packet as an individual item

AMOUNT AND SOURCE OF FUNDING:

\$65,135.50 - 2022 Community Progress Bond

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

ATTACHMENTS:

- A. Resolution
- B. Contract of Sale

FOR MORE INFORMATION:

Joaquin Rodriguez, AICP

915-212-0065

rodriguezj2@elpasotexas.gov

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

SIGNATURE:



(If Agenda Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property legally described as a portion of Tract 1, Block 79, Township 2, Texas & Pacific R.R. Surveys, El Paso County, Texas, situated within the corporate limits of the City of El Paso, El Paso County, Texas, including any and all improvements located on the property, for \$65,135.50.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with GFA, LLC for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

APPROVED on this _____ day of _____ 2026.

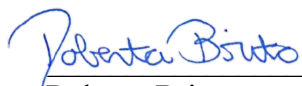
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

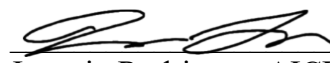
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez, AICP
Director – Grant Funded Programs
Capital Improvement Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE

This Contract of Sale (“**Agreement**”) is made on this ____ day of _____, 2026 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Buyer**”) and GFA, LLC (“**Seller**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

RECITALS

WHEREAS, Seller is the owner of the Property that is subject to this Agreement and is more fully described in Section 1, below.

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth herein.

WHEREAS, Seller and Buyer agree that this Agreement has been negotiated at arm’s length and in good faith between the parties.

NOW, THEREFORE, for the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. CONVEYANCE OF THE PROPERTY.

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

1. A portion of Tract 1, Block 79, Township 2, Texas & Pacific R.R. Surveys, El Paso County, Texas, as further described in **Attachment “A”** and Attachment **“A-1”** the **“Property”**.

SECTION 2. PURCHASING PRICE.

A. The Buyer will pay the Seller a total amount of \$65,135.50 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid to the Seller through the Title Company at the Closing of this Agreement.

SECTION 3. SELLER’S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. **WARRANTIES.** To the best of the Seller’s knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer’s rights to the Property conveyed through this Agreement will not be adversely affected by a superior title. The Seller is not married or, if married, the spouse holds no rights to the property;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;
3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property;
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property; and
7. The Seller has not received notices of any violations regarding any improvements on the Property.

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

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:
 - a. Any "as-built" plans for any improvements on the Property;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
 - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Seller is responsible for the payments of that contract.
3. The Seller will direct all payments under this Agreement to the Title Company selected by the Buyer.
4. The Seller will not physically or legally alter the Property after the Effective Date of this Agreement.

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

A. WARRANTIES. The Buyer warrants that:

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

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

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

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

1. The Buyer may select the Title Company that will assist with the Sale of the Property. The Buyer will forward this Agreement to the Title Company to be used as escrow instructions.
2. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement (“**Inspection Period**”). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1).
3. TITLE INSURANCE. The Buyer may, at the Buyer’s sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. If the Buyer orders a commitment for Title Insurance for the Property, then the Buyer will send a copy of any documents related to the Title Insurance to the Seller.
4. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer’s expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment “A”, then the parties may use the new survey to describe the Property in this Agreement.
5. TITLE REVIEW PERIOD. The Buyer may review the commitment for Title Insurance and the survey within 15 days of receiving the commitment for Title Insurance and the survey (“**Title Review Period**”) and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer’s objections, if any. If the Buyer does not send the Seller a written notice with the Buyer’s objections within the time frame described above, then the parties will proceed with the sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 7 calendar days of receiving Buyer’s objections:
 - a. Notify the Buyer that the Seller will cure the Buyer’s objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer’s objections before the Closing Date;

- b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or
- c. Terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

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

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following a 15 calendar day notice and a 14 calendar day opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
3. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(5), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(5) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

- A. The parties will have met all the obligations of this Agreement, including finalizing the sale and transfer of the Property (“**Closing**”) by June 1, 2026 (“**Closing Date**”) A party’s failure to meet all the obligations of this Agreement by the Closing Date is a breach of this Agreement. The Closing Date is subject to change by the mutual agreement of both parties.
- B. SELLER’S OBLIGATIONS. At the closing of this Agreement the Seller will deliver the following to the Buyer:
1. A fully executed deed (“**Deed**”) conveying the title to the Property in a form substantially similar as that included in this Agreement as **Attachment “B”**;
 2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
 3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property; and
 4. Any other items requested by the Title Company to finalize the closing of this Agreement
- C. BUYER’S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller:
1. The Purchase Price minus the Deposit that is being held by the Title Company;
 2. Evidence accepted by the Seller and the Title Company showing the completion of the transaction set out by this Agreement; and
 3. Any other items requested by the Title Company to finalize the closing of this Agreement. The Buyer will be responsible for paying all fees associated with the closing of this Agreement including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
- C. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

D. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Buyer is not subject to the liabilities or obligations the Seller obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Buyer: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890
CityManager1@elpasotexas.gov

Copy: City Attorney
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890
CityAttorney@elpasotexas.gov

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

To the Seller:

Alberto Gamboa, Jr.
1525 Goodyear Dr.
El Paso, Texas 79936

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

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

[Signatures begin on the following page.]

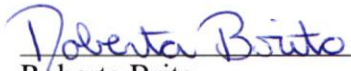
EXECUTED by City the ___ day of _____, 2026.

BUYER:

CITY OF EL PASO, TEXAS


By: _____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez, AICP
Director – Grant Funded Programs
Capital Improvement Department

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

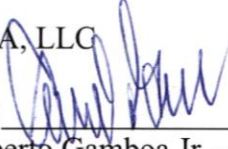
Notary Public, State of Texas

My commission expires:

EXECUTED by Seller the 17th day of March, 2026.

SELLER:

GFA, LLC

By: 
Alberto Gamboa Jr. - Owner

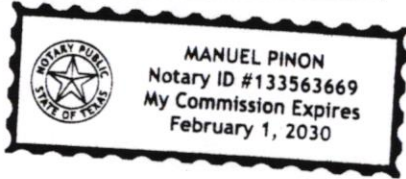
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 17th day of March, 2026
by Alberto Gamboa, Jr., as Seller.


Notary Public, State of Texas

My commission expires:

02/01/2030



MANUEL RINCH
Notary ID #13353849
My Commission Expires
February 1, 2020



ATTACHMENT "A"
PROPERTY DESCRIPTION

Description of a parcel of land being a portion of Tract 1, Section 46, Block 79, Township 2, Texas & Pacific Railroad Surveys, El Paso County (General Warranty Deed from The City of El Paso, Texas, a Municipal Corporation TO GFA, LLC, described in Inst. No. 20060061712, Real Property Records of El Paso County, Texas), according to Map made by El Paso Central Appraisal District, for tax purposes and being more particularly described as follows:

COMMENCING, at a found 2 inch Baker's pipe (now obliterated) marking the northeast corner of Sections 3, Block 79, Township 3, Texas & Pacific Railroad Company Surveys, El Paso County Texas, (Having a coordinates of Northing 10,658,335.54 ft., Easting 463,833.06 ft.) for corner; THENCE, N 86° 57' 58" W (Plat - S 89° 57' 39" W) (Record - West), along the northerly line of Section 3, Block 79, Township 3, Texas & Pacific Railroad Company Surveys, El Paso County, Texas, a distance 74.03 feet to a set 1/2 inch rebar with cap "B&A Inc" for corner, said point being the POINT OF BEGINNING of this description;

THENCE, N 86° 57' 58" W (Plat - S 89° 57' 39" W) (Record - West), along said Section line, a distance of 253.02 feet to a set 1/2 inch rebar with cap "B&A Inc" being the beginning of a non-tangential curve;

THENCE, 262.28 feet, leaving the northerly line of Section 3, Block 79, Township 3, Texas & Pacific Railroad Company Surveys, El Paso County, Texas, along an arc of a curve to the right with a radius of 818.00 feet, an interior angle of 18° 22' 16", and a chord which bears N 78° 41' 31" E (Plat - N 75° 37' 08" E), a distance of 261.16 feet to a set 1/2 inch rebar with cap "B&A Inc" on the southerly line of Lot 63, Block 47, Ventanas Subdivision Unit Eight, Plat Records of El Paso County, Texas, being the point of intersection with a non-tangential line;

THENCE, S 03° 02' 02" W (Plat - S 00° 02' 21" E), leaving the southerly line of Lot 63, a distance of 64.69 feet to the POINT OF BEGINNING of this description and containing in all 0.23 acres more or less.

ATTACHMENT "B"

[FOR EXHIBIT PURPOSES ONLY]

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

GENERAL WARRANTY DEED

Effective Date: _____, 2026

Grantor: GFA, LLC

Grantor's Mailing Address: 1525 GOODYEAR DR EL PASO, TX 79936

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

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

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A portion of Tract 1, Block 79, Township 2, Texas & Pacific R.R. Surveys, El Paso County, Texas, as more particularly described in the attached survey and metes and bounds as **Attachment "A"**.

CONSIDERATION

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

EXCEPTIONS TO CONVEYANCE

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

RESERVATIONS TO CONVEYANCE

NONE

WARRANTY AND CONVEYANCE:

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR

binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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

EXECUTED by Grantor the ___ day of _____, 2026.

GRANTOR:
GFA, LLC

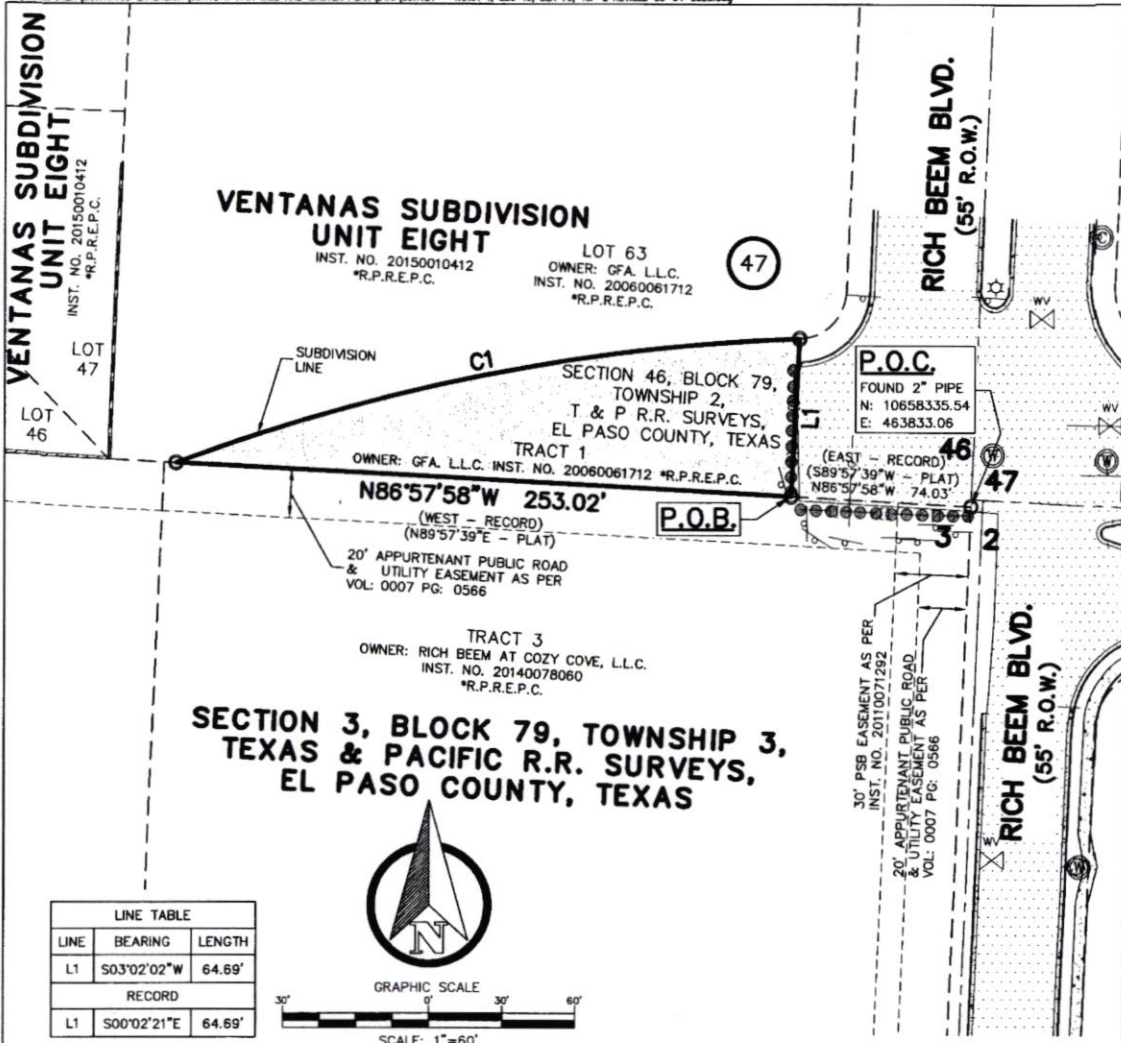
By: _____
Alberto Gamboa Jr. - Owner

ACKNOWLEDGMENT

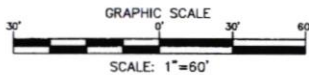
STATE OF TEXAS
COUNTY OF EL PASO

This instrument was acknowledged before me this ____ day of _____, 2026, by _____, in its capacity as _____, on behalf of Grantor.

Notary Public in and for the State of Texas



LINE TABLE		
LINE	BEARING	LENGTH
L1	S03°02'02"W	64.69'
RECORD		
L1	S00°02'21"E	64.69'



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	BEARING	CHORD
C1	262.28'	818.00'	132.28'	18°22'16"	N78°41'31"E	261.16'
(PLAT)						
C1	262.28'	818.00'	132.28'	18°22'16"	N75°37'08"E	261.16'

LEGEND

- SET 1/2" REBAR W/CAP "B&A INC" (UNLESS NOTED OTHERWISE)
- CURB
- GUARD RAIL
- POST - BOLLARD
- ROCK WALL
- SIGN
- FIRE HYDRANT
- MANHOLE
- WATER VALVE
- ANCHOR
- POWER POLE
- OVERHEAD POWER LINE
- CONCRETE
- PAVEMENT

*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

- NOTES:**
- COORDINATES ARE GRID AND BEARINGS ARE GRID SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE 4203, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID DIVIDING BY 1.000231. ALL AREAS SHOWN HEREON ARE CALCULATED BASED ON SURFACE MEASUREMENTS.
 - NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
 - PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
 - THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE HEREON NAMED BORROWER, MORTGAGE COMPANY, AND/OR TITLE COMPANY.
 - THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.
 - A WRITTEN DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
 - THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATED AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED; AND IS ADDRESSED EXCLUSIVELY TO THE PARTIES NAMED HEREON.

REVISED: 03-04-2025

Barragan & Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM# 10151200
10950 Pellicano Dr. Building-F,
El Paso, Tx 79935
Phone (915) 591-5709 Fax (915) 591-5706

Plat of Survey

PARCEL 15
A PORTION OF TRACT 1,
SECTION 46, BLOCK 79, TOWNSHIP 2,
TEXAS & PACIFIC R.R. SURVEYS,
EL PASO COUNTY, TEXAS.
AREA 0.23 ACRES ±

Plat Reference Vol/Bk N/A Pages N/A
Scale: 1"=60' Date: 01-13-2025 Drawn By: IB

Prepared by and under my supervision.

Benito Barragan, R.P.L.S. No. 5615
Job No. 211005-01 Copy Rights ©
Field: JMO Book: N/A Page: N/A

Barragan & Associates Inc.

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

(PARCEL 15) METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1, Section 46, Block 79, Township 2, Texas & Pacific Railroad Surveys, El Paso County (General Warranty Deed from The City of El Paso, Texas, a Municipal Corporation TO GFA, LLC, described in Inst. No. 20060061712, Real Property Records of El Paso County, Texas), according to Map made by El Paso Central Appraisal District, for tax purposes and being more particularly described as follows:

COMMENCING, at a found 2 inch Baker's pipe (now obliterated) marking the northeast corner of Sections 3, Block 79, Township 3, Texas & Pacific Railroad Company Surveys, El Paso County Texas, (Having a coordinates of Northing 10,658,335.54 ft., Easting 463,833.06 ft.) for corner; **THENCE**, N 86° 57' 58" W (Plat - S 89° 57' 39" W) (Record - West), along the northerly line of Section 3, Block 79, Township 3, Texas & Pacific Railroad Company Surveys, El Paso County, Texas, a distance 74.03 feet to a set 1/2 inch rebar with cap "B&A Inc" for corner, said point being the **POINT OF BEGINNING** of this description;

THENCE, N 86° 57' 58" W (Plat - S 89° 57' 39" W) (Record - West), along said Section line, a distance of 253.02 feet to a set 1/2 inch rebar with cap "B&A Inc" being the beginning of a non-tangential curve;

THENCE, 262.28 feet, leaving the northerly line of Section 3, Block 79, Township 3, Texas & Pacific Railroad Company Surveys, El Paso County, Texas, along an arc of a curve to the right with a radius of 818.00 feet, an interior angle of 18° 22' 16", and a chord which bears N 78° 41' 31" E (Plat - N 75° 37' 08" E), a distance of 261.16 feet to a set 1/2 inch rebar with cap "B&A Inc" on the southerly line of Lot 63, Block 47, Ventanas Subdivision Unit Eight, Plat Records of El Paso County, Texas, being the point of intersection with a non-tangential line;

THENCE, S 03° 02' 02" W (Plat - S 00° 02' 21" E), leaving the southerly line of Lot 63, a distance of 64.69 feet to the **POINT OF BEGINNING** of this description and containing in all 0.23 acres more or less.

NOTES:

1. 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.
2. Coordinates are ground and Bearings are grid derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client's/owner's responsibility to comply with this code if required.
4. A Plat of Survey dated 01-13-2025, with a revised date of 03-04-2025, accompanies this description



Benito Barragan, TX, R.P.L.S. 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
(January 13, 2025) Revised March 04, 2025
Job No. 221005-01



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Conversion of

GFA, L.L.C.
A Texas Limited Liability Company
converting to
GFA LIMITED PARTNERSHIP
A Texas Limited Partnership

have been received in this office and found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Conversion.

Filed: October 31, 2000

Effective: October 31, 2000



Elton Bomer
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

GFA LIMITED PARTNERSHIP
File Number: 14160710

Converting it to

GFA, Inc.
File Number: 802962799

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 03/14/2018

Effective: 03/14/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State