

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:



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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO JESUS MARTIN LARA AND LORENA VILLAR, FOR THE PURCHASE PRICE OF \$1,608.00; SUCH REAL PROPERTY MUNICIPALLY KNOWN AND NUMBERED AS 212 DOLAN STREET, EL PASO, TEXAS.

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, the property is being sold pursuant to the notice and bidding exception outlined in Texas Local Government Code, Section 272.001(b)(1) (Small parcel being sold to abutting property owner).

WHEREAS, Texas Local Government Code Section 272.001(a) requires a municipality selling or conveying land to sell or convey such land at a fair market value, which must be determined by either an appraisal or the price obtained at public auction, with certain exceptions provided; and,

WHEREAS, Texas Local Government Code Section 272.001(b)-(j) contains exceptions that would not require the municipality to determine the fair market value in the manner specified above, one of which is land sold or conveyed to an abutting property owner if the property owner owns the underlying fee simple of the land being sold or conveyed; and,

WHEREAS, the state statute allows the City to establish an alternative method of appraisal for the vacation of a public street, alley or easement to an abutting property owner owning the underlying fee simple; and,

WHEREAS, Texas Local Government Code Section 272.001(b)-(j) allows the City to sell or convey land to an abutting property owner owning the underlying fee simple of the land being sold or conveyed for less than the fair market value of the land; and,

WHEREAS, the City Council adopted an amended policy on February 21st, 2012 (Attachment "A") to allow for land to be sold or conveyed to an abutting property owner owning the underlying fee simple for less than the fair market value of the land; and,

WHEREAS, this request meets all requirements of the policy adopted on February 21st, 2012; and'

WHEREAS, the City of El Paso wishes to effectuate the sale of this property pursuant to the policy adopted on February 21st 2012.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

1. That City Council finds that the land is no longer needed as a public street, public alley or public easement.
2. That the City Council finds a public purpose for initiating the vacation in order to rectify the existing conditions of the meandering lot lines to clearly distinguish and reflect the lot lines of 212 Dolan Street from the existing public streets.
3. That the City Manager, or designee, is authorized to effectuate the sale and closing of the property municipally known and numbered as 212 Dolan Street, El Paso, Texas, and legally described as a portion of Lot 6, Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas, for the purchase price of \$1,608.00.
4. That the City Manager or designee is authorized to: (1) execute a Contract of Sale with Jesus Martin Lara and Lorena Villar, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____ 2026.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

ORDINANCE NO. _____

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
212 Dolan St.

This Contract of Sale ("**Agreement**") is made 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 ("**Seller**") and **Jesus Martin Lara and Lorena Villar** ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face print** when first defined.

The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

- A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:
 - 1. A portion of Lot 6, Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 3 Page 36, Deed Records of El Paso County, Texas., as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

- A. The Buyer will pay the Seller a total amount of \$1,608.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.
- B. The Buyer will submit a check to the Title Company in the amount of \$161.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.
- C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S 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;

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; and
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.
7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

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, if any;
 - 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 or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

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

A. WARRANTIES. The Buyer warrants that:

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

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

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.
- C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:
1. 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 will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY’S OFFICER’S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER’S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY’S FEES AND COURT COSTS INCURRED BY THE SELLER.**
 2. TITLE INSURANCE. The Buyer will, 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. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.
 3. 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. The survey obtained by the Buyer is Attachment “A-1” of this Agreement.

4. **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 (“**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 Title Review Period, then the parties will proceed with the purchase and 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 14 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 Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or
 - c. Notify the Buyer that the Seller will not cure the Buyer’s objections and that the Seller will 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 written notice allowing for 15 calendar days 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)(4), 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)(4) 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 parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, 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. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.
- B. **SELLER'S OBLIGATIONS.** Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:
 1. A fully executed deed ("**Deed**") conveying title to the Property in a form substantially similar to the form 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, if any; and
 4. Any other items requested by the Title Company reasonably necessary 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 through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.
2. All Closing Costs. The Buyer is 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.
3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. **TAXES.** General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

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

SECTION 7. GENERAL PROVISIONS.

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

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

Seller:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
Copy:	City of El Paso Real Estate P.O. Box 1890 El Paso, Texas 79950-1890
To the Buyer:	Jesus Martin Lara and Lorena Villar 212 Dolan St. El Paso, TX 79905 Lvillar915@gmail.com

- E. **CONFIDENTIALITY.** The Buyer 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 Seller 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. COUNTERPARTS. The parties may execute this Agreement in counterparts.
- Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ____ day of _____, 2026

SELLER:

CITY OF EL PASO, TEXAS

By: _____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Russel T. Abeln
Russell Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

M. L. Espinoza
Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2026,
by Dionne Mack, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

EXECUTED by Buyer the ____ day of _____, 2025

BUYERS:
Jesus Martin Lara

By: [Signature]
Jesus Martin Lara

Lorena Villar

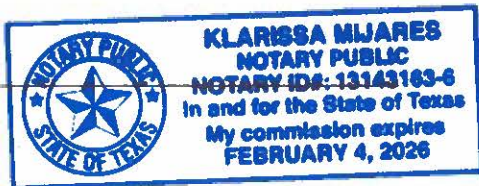
By: [Signature]
Lorena Villar

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 22nd day of December, 2026
by Jesus Martin Lara and Lorena Villar, as joint of the Buyers.

[Signature]
Notary Public, State of Texas

My commission expires:



ATTACHMENT "A"
PROPERTY DESCRIPTION

A PORTION OF LOT 6, BLOCK 3, MAP OF PASADENA, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AS FILED AND RECORDED IN VOLUME 3 PAGE 36, DEED RECORDS OF EL PASO COUNTY, TEXAS.

ATTACHMENT "A-1" BUYER'S SURVEY

Calderon Engineering

3031 Trawood Drive
El Paso, Texas 79936
(915) 855-7552
Fax: 855-8350
calderonengineering@elpbizclass.com

January 10, 2025

212 Dolan METES & BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lot 6, Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 3, Page 36, Deed Records of El Paso County, Texas; and being more particularly described by metes and bounds as follows;

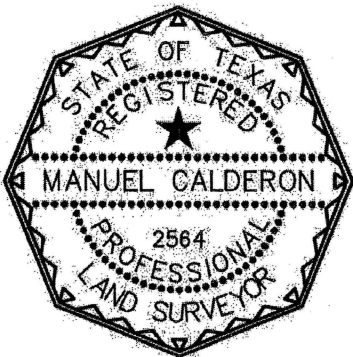
Beginning at a found chiseled cross marking the Northwest corner Lot 7, and the Southwest corner of Lot 6, and on the East R.O.W. line of Dolan Street, all in Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas;

Thence North 00°00'00" East along the East R.O.W. line of Dolan Street a distance of 9.50 feet to a found nail;

Thence North 85°48'21" East a distance of 120.32 feet to a found nail;

Thence South 00°00'00" East along the West R.O.W. line of a 20 foot wide Alley a distance of 18.30 feet to a found chiseled cross;

Thence South 90°00'00" West along the common Lot line between Lots 6 and 7 a distance of 120.00 feet to the "Point of Beginning" and containing in all 1,668.00 square feet or 0.038 acres of land more or less. A plat of survey dated January 10, 2025 is a part of this description and is attached hereto.



VP-C1
212 Dolan

Manuel Calderon
Calderon Engineering
Registered Professional Land Surveyor No. 2564
Registered Professional Engineer No. 42333
Texas Registered Engineering Firm No. F-3788
Texas Licensed Surveying Firm No. 100200-00

ATTACHMENT "B"

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

SPECIAL WARRANTY DEED

Effective Date: _____, 2026

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

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

Grantee: **Jesus Martin Lara and Lorena Villar**

Grantee's Mailing Address: **212 Dolan St.
El Paso, TX 79905**

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A portion of Lot 6, Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 3 Page 36, Deed Records of El Paso County, Texas., as more particularly described in **Attachment "A"**.

CONSIDERATION

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

EXCEPTIONS TO CONVEYANCE

See permitted exceptions attached to this Deed as Attachment "**_____**"

RESERVATIONS TO CONVEYANCE

None

The purchase of this Property is on an "AS IS", "WHERE IS", "WITH ALL FAULTS" basis. Grantee shall be responsible, at its own cost, to conduct any necessary surveys, inspections, or studies. Any Remediation required of Grantee shall be at Grantee's sole cost.

[IF APPLICABLE] REVERSION

Grantor grants all the described real property to Grantee and heirs of Grantee so long as real property is used for NONE. If the real property is used for any purpose other than as the permissible purpose, the real property shall automatically revert to Grantor without the necessity of Grantor taking any affirmative action to effectuate the reversion.

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, 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 by through or under Grantor and Grantee, but not otherwise.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2026.

GRANTOR:

CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2026, by Dionne Mack, City Manager, City of El Paso.

Notary Public in and for the State of Texas
Notary's Printed Name: _____

My Commission expires: _____

AFTER RECORDING, RETURN TO: