

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

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

AGENDA DATE: Introduction - _____, 2023
Public Hearing - _____, 2023

CONTACT PERSON/PHONE: Rocio Alvarado, EPWater Real Estate Manager, 915.594.5493

DISTRICT(S) AFFECTED: 7

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Purchase & Sale Agreement, Deed and any other documents necessary to convey to Yermoland Enterprises, Inc., approximately 0.383 acres of land being described as a Portion of Lots 1, 2, and 3, Block 2, Kessler Industrial District Unit 1, City of El Paso, El Paso County, Texas. (District 7)

EPWater, Rocio Alvarado, Real Estate Manager (915) 594-5493.

BACKGROUND / DISCUSSION:

These parcels of land are owned by El Paso Municipal Drainage Utility, by and through the El Paso Water Utilities- Public Service Board (EPWU/PSB), for and on behalf of the City of El Paso, a Texas municipal corporation. On August 11, 2021, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of El Paso Water Utilities to obtain an appraisal and survey of the property.

PRIOR COUNCIL ACTION:

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

Yes, On May 24, 2022, El Paso City Council approved the sale of approximately 0.383 acres to Yermoland Enterprises, Inc.,

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On August 11, 2021, the El Paso Water Utilities - Public Service Board declared the property inexpedient to the system and authorized the President/CEO to sell the properties.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT ROCIO ALVARADO TO PICK UP THE DOCUMENTS @ 594.5493. THANK YOU.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.383 ACRES OF LAND BEING DESCRIBED AS A PORTION OF LOTS 1, 2, AND 3, BLOCK 2, KESSLER INDUSTRIAL DISTRICT UNIT 1, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the El Paso Municipal Drainage Utility, by and through the El Paso Water Utilities- Public Service Board, holds certain real properties in its land inventory; and,

WHEREAS, the El Paso Municipal Drainage Utility, by and through the El Paso Water Utilities- Public Service Board received a request to purchase the above-described property (the "*Property*"), which is part of the drainage utility system (the "*System*"); and,

WHEREAS, at its regular meeting on August 11, 2021, the El Paso Water Utilities- Public Service Board determined that the Property, approximately 0.383 acres of land being described as a portion of Lots 1, 2, and 3, Block 2, Kessler Industrial District Unit 1, City of El Paso, El Paso County, Texas, is inexpedient to the System and should be sold in accordance with state law; and,

WHEREAS, the Property is being sold pursuant to the sealed bidding procedures outlined in Texas Local Government Code Chapter 272; and

WHEREAS, at its regular meeting on January 11, 2023, the El Paso Water Utilities- Public Service Board awarded the sale bid to Yermoland Enterprises, Inc., for the bid amount of \$85,601.51, and adopted a Resolution making the findings set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, Warranty Deed and any and all necessary documents to complete the sale; and

WHEREAS, the Property was appraised for sale at its fair market and Yermoland Enterprises, Inc. has agreed to the sales price;

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 Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 0.383 acres of land being described as a portion of Lots 1, 2, and 3, Block 2, Kessler Industrial District Unit 1, City of El Paso, El Paso County, Texas, and being more particularly described in Exhibits "A" attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO

Oscar Leaser,
Mayor

ATTEST:

Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____
Land Sale-Yermoland Enterprises, Inc.

**HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in a Warranty Deed to the City of El Paso, Texas, of record in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE, N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 211.07 feet (record per said Kessler Industrial District Unit One: N 74°03'00" W);

THENCE S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to a concrete nail in rock wall set for the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, and being the most northerly corner of that certain 0.6629 acre parcel of land, as described in a deed to EB Silva Management LLC, of record in Document No. 2008-0025387, Deed Records of El Paso County, Texas, said Point of Beginning having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,569.01, E=437,041.07;

THENCE S 19°08'59" W, with the easterly line of the herein described parcel, being also the westerly line of said 0.6629 acre parcel, at 164.00 feet passing the most westerly corner of said 0.6629 acre parcel, being also the most northerly corner of that certain 0.3808 acre parcel of land, as described in deed to Yermoland Enterprises, Inc., of record in Document No. 2021-0054994, Deed Records of El Paso County, Texas, for a total distance of 233.46 feet (record per said Book 1799, Page 1002: S 15°57'00" W, 233.46 feet) to a concrete nail set in rock wall for the most southerly corner of the herein described parcel, and being the most westerly corner of said 0.3808 acre parcel;

THENCE N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 78.09 feet to a 5/8 inch rebar with plastic cap stamped "TX6794" set for the most westerly corner of the herein described parcel;

THENCE N 19°08'59" E, with the westerly line of the herein described parcel, being also the westerly line of Kessler Industrial District Unit One, being also the westerly line of said 1.1166 acre parcel, and being the easterly line of Pendale Industrial Unit B, recorded in Book 43, Page 23, Plat Records El Paso County, Texas, a distance of 211.68 feet (record per said Book 1799, Page 1002: N 15°57'00" E) to a 5/8 inch rebar found for the most northerly corner of the herein described parcel, and being the southerly right-of-way line of said Yermoland Drive;

**HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly right of way line of said Yermoland Drive, a distance of 75.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E, 75.00 feet) to the POINT OF BEGINNING, containing 0.383 acres or 16,691 square feet of land.

Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.

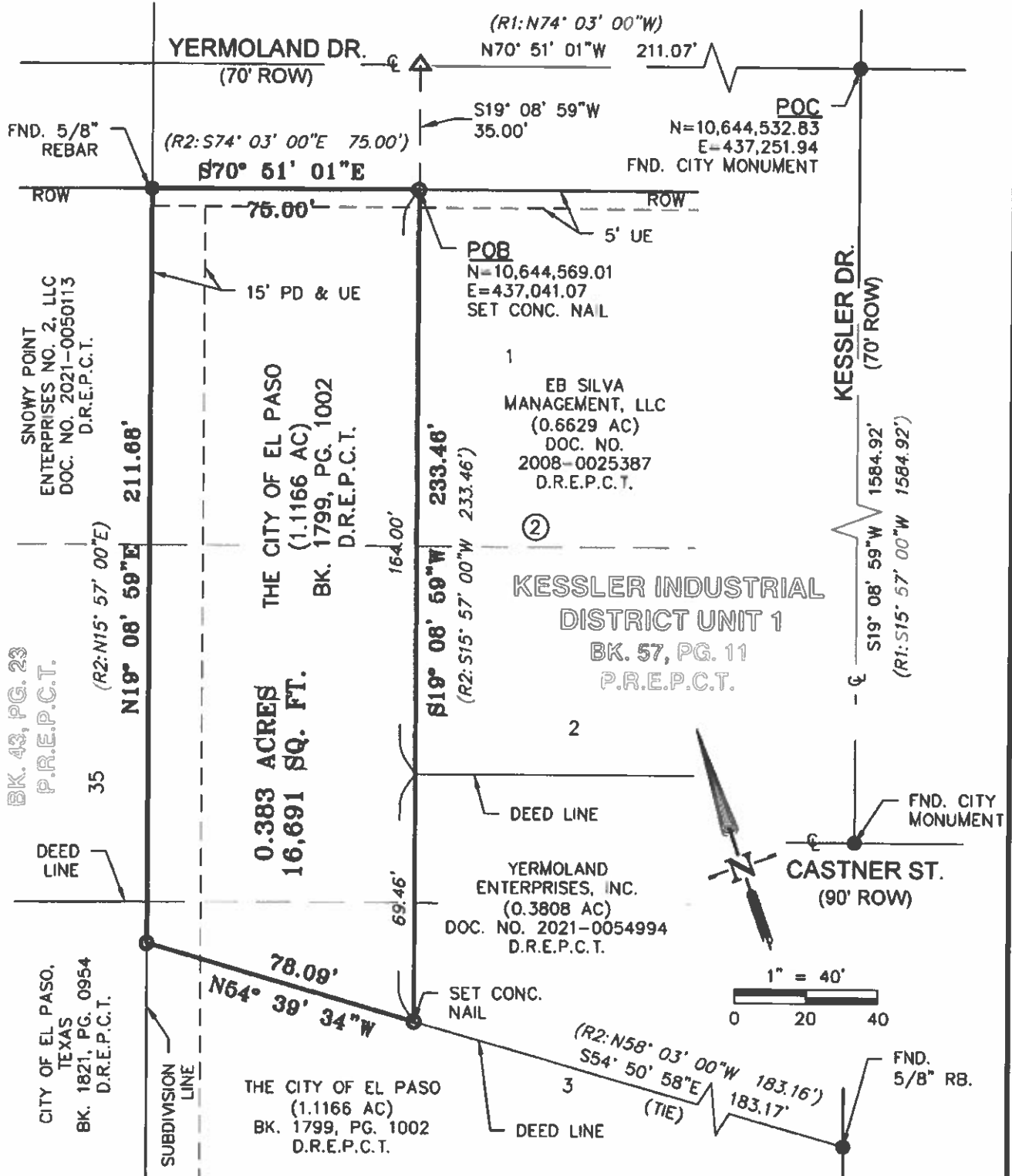

Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339



PENDALE INDUSTRIAL UNIT B

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HUETT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
El Paso, TX 79912

PH. 915-687-4339
Tx. Firm No. 10025603
www.huett-zollars.com

PROJECT: EPW-KESSLER SURVEY

JOB #: R312685.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: C:\proj\R312685.09 - 109 - Kessler Boundary
Survey\Survey\2022

PLAT OF SURVEY

0.383 ACRES (16,691SF)

**A PORTION OF LOTS 1, 2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1
CITY OF EL PASO,
EL PASO COUNTY, TEXAS**

LEGEND


○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK.	BOOK
●	FND. SURVEY MARKER (AS NOTED)	VOL.	BOOK
△	CALCULATED CORNER	PG.	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC.	DOCUMENT
POC	POINT OF COMMENCEMENT	FND.	FOUND
POB	POINT OF BEGINNING	PDE	PRIVATE DRAINAGE EASEMENT
		PD & UE	PRIVATE DRAINAGE AND UTILITY EASEMENT
		(X)	BLOCK NUMBER
		---	UNDERLYING LOT LINE
		---	EASEMENT LINE

SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231. SCALED AT N=0, E=0.
3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:
 - R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11
 - R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002
4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME AND UNDER MY SUPERVISION, AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II.


 CHRISTIAN M. WEGMANN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6794



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HUITT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
 El Paso, TX 79912

PH. 915-587-4338
 Tx. Firm No. 10025603
www.huitt-zollars.com

PROJECT: EPW-KESSLER SURVEY

JOB #: R312685.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: G:\proj\R312685.09 - 100 - Kessler Boundary
 Survey\Survey\CMW

PLAT OF SURVEY

0.383 ACRES (16,691SF)

A PORTION OF LOTS 1,2 & 3, BLOCK 2
 KESSLER INDUSTRIAL DISTRICT UNIT 1
 CITY OF EL PASO,
 EL PASO COUNTY, TEXAS

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "*Agreement*") is entered into by and between THE EL PASO MUNICIPAL DRAINAGE UTILITY, BY AND THROUGH THE EL PASO WATER UTILITIES-PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "*Seller*" or "*EPWater*") and YERMOLAND ENTERPRISES, INC., a Texas corporation (the "*Buyer*"). The Seller and the Buyer may be referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Seller owns the property described below; and

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the property is being sold pursuant to:

The sealed bidding procedures outlined in Texas Local Government Code Chapter 272.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Description of Property. The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in El Paso County, Texas:

An approximately 0.383 acre parcel, more or less, out of Portion of Lots 1, 2 and 3, Block 2, Kessler Industrial District Unit 1, City of El Paso, El Paso County, Texas, such portion being legally described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, except such easements necessary for the operation of the EPWater water, wastewater, stormwater or drainage utility systems, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "*Property*").

1.1 Seller's Reservations. The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein (the "*Seller's Reservations*") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

1.2 Reliance on the Buyer's Own Diligence. It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property, including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.3 Easements. The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

1.4 Surface Water and Groundwater. Any rights to the use of surface water (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. In addition, the entire groundwater estate related the Property, including without limitation, the Groundwater (as defined herein below) and Groundwater Rights (as defined herein below) are reserved by and for the Seller. The term "*Groundwater*" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. The term "*Groundwater Rights*" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to take all usual, necessary, and convenient means to use the surface of the Property for access to and to explore for, develop, treat, produce, and transport the Groundwater; and (3) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that may be necessary for the full and unfettered exercise of the Seller's rights therein. For the avoidance of doubt, Buyer shall not have the right to drill a well and/or produce therefrom any quantity of groundwater.

1.5 Utility Connections and Modifications. Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

1.6 Bid Terms. The bid and other conditions applicable to the Buyer set forth on Exhibit C (Bid Document #103-22) (the "*Bid Terms*"), attached hereto and incorporated fully herein for all purposes, shall be applicable to the sale of the Property and shall survive the Closing.

2. **Purchase Price.** The purchase price for the Property shall be \$85,601.51 (the "**Purchase Price**").

2.1 **Payable at Closing.** The full Purchase Price shall be tendered to Seller at Closing.

2.2 **Earnest Money.** Seller shall pay Buyer in the amount of \$4,281.00 (the "**Earnest Money**") with WestStar Title, 601 N. Mesa, Suite 1025, El Paso, Texas 79901, Attn: Melissa Alva Mier (the "**Escrow Agent**") no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

2.3 **Earnest Money Deposit.** The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

3. **Inspection Period.** For period of one hundred twenty (120) days, beginning on the Effective Date (the "**Inspection Period**"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 **Access.** Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before entering onto the Property at any time prior to Closing.

3.2 **Termination During Inspection Period.** Buyer may terminate this Agreement for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit, less the Independent Consideration, shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. **Survey.** If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder.** Within twenty (20) business days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Seller a title commitment covering the Property from WestStar Title (the "**Title Company**"), binding the Title Company to issue an Owner's Policy of Title Insurance ("**Owner's Policy**") with respect to the Property in the full amount of the Purchase Price at the Closing (the "**Title Binder**"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule

C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

5.1 Buyer's Approval of Title. Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("*Non-Permitted Encumbrances*"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "*Permitted Exceptions*"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 Compliance. In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. Representations of the Seller. The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 Parties in Possession. At the time of Closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 Mechanic's Lien. (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 Litigation. There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 Bills Paid. At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 Taxes. While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. Representations of the Buyer. The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 Authority. The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and

carried out by the Buyer herein.

7.2 Non-Contravention. The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 Consents. No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 Bankruptcy. The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 Litigation. There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

7.6 Bid Terms. The Buyer has complied with the Bid Terms as of the Effective Date.

8. Closing. The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "**Approval Date**").

8.1 Amount of Payment of Purchase Price. The full amount of the Purchase Price shall be tendered to Seller at the Closing.

8.2 Closing Costs. The Buyer shall be solely responsible for the payment of all costs required to consummate the Closing, including without limitation:

- (a) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
- (b) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property;
- (c) Any and all escrow fees; and
- (d) Any and all real estate appraisal costs and surveys fees
- (e) Any and all costs related to advertise the Property for sale

All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in El Paso, Texas.

8.3 Conditions to the Seller's Obligation to Close. The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement.

8.4 Seller's Obligations. At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

- (a) The deed to the Property, in the form attached hereto as **Exhibit D**(the "**Deed**"), (subject to the Permitted Exceptions and the Seller's Reservations and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;
- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;
- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and

- (e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 Buyer's Obligations. At the Closing, the Buyer shall:

- (a) Pay the Purchase Price;
- (b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and
- (c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

8.6 Possession. Possession of the Property will be transferred to the Buyer at Closing.

8.7 Broker's Fees. Buyer and Seller represent and warrant to each other that they have not engaged and will not engage during the pendency of this Agreement the services of any real estate broker or real estate agent in connection with this transaction.

9. Default.

9.1 Default by the Buyer. If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 Default by the Seller. If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 Recoverable Damages. The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT,**

CONSEQUENTIAL, OR PUNITIVE DAMAGES.

9.4 Costs of Enforcement. Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 Return of Property Information. If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 Liability of Parties. Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. Miscellaneous.

10.1 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities –Public Service Board
John Balliew, President/CEO
1154 Hawkins Drive
El Paso, Texas 79925

Copy to: El Paso Water Utilities
Attn: Alma DeAnda
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
ADeAnda@epwater.org

BUYER: Yermoland Enterprises, Inc. *my*
~~8650 Yermoland Dr.~~ *1151 Kessler Dr.*
El Paso, Texas, 79907

10.2 Entire Agreement/ Governing Law. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State

of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 Time. Time is of the essence of this Agreement and each and every provision hereof.

10.4 Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 Survival of Provisions. The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 "AS IS, WHERE IS". THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER

ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 ENVIRONMENTAL MATTERS. AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.10 Effective Date. As used herein, "*Effective Date*" means the date this Agreement is receipted by the Title Company on the space provided for in this Agreement.

10.11 Assignment. The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.


10.13 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:


THE EL PASO MUNICIPAL DRAINAGE
UTILITY, BY AND THROUGH EL PASO
WATER UTILITIES – PUBLIC SERVICE
BOARD, for and on behalf of THE CITY OF
EL PASO, a Texas municipal corporation

By: 
John E. Balliew
President/CEO
Executed on: 2/24/23

APPROVED AS TO FORM:


Michaela Ainsa
Senior Assistant General Counsel

APPROVED AS TO CONTENT:


Alma De Anda
Utility Land and Water Rights Manager

ACKNOWLEDGEMENT

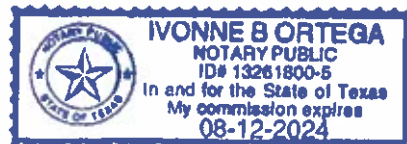
STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 24th day of February, 2023, by John E. Balliew, President and CEO of the El Paso Water Utilities – Public Service Board.


Notary Public, State of Texas


My Commission Expires:

08-12-2024



[Signatures Continue on the Following Page]

BUYER:
YERMOLAND ENTERPRISES, INC.,
a Texas corporation

By: 
Name: Michael Johnson
Title: President
Executed on: 2/10/23

ACKNOWLEDGEMENT

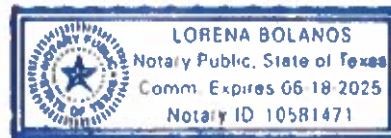
STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 23rd day of February, 2023, by
Michael Johnson, President of Yermoland Ent.


Notary Public, State of Texas

My Commission Expires:

6/18/25



This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the ____ day of _____, 20____, which shall be the *Approval Date* for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation,

By: _____
Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the ____ day of _____, 20____. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:

By: _____

Its: _____

**HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in a Warranty Deed to the City of El Paso, Texas, of record in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE, N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 211.07 feet (record per said Kessler Industrial District Unit One: N 74°03'00" W);

THENCE S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to a concrete nail in rock wall set for the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, and being the most northerly corner of that certain 0.6629 acre parcel of land, as described in a deed to EB Silva Management LLC, of record in Document No. 2008-0025387, Deed Records of El Paso County, Texas, said Point of Beginning having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,569.01, E=437,041.07;

THENCE S 19°08'59" W, with the easterly line of the herein described parcel, being also the westerly line of said 0.6629 acre parcel, at 164.00 feet passing the most westerly corner of said 0.6629 acre parcel, being also the most northerly corner of that certain 0.3808 acre parcel of land, as described in deed to Yermoland Enterprises, Inc., of record in Document No. 2021-0054994, Deed Records of El Paso County, Texas, for a total distance of 233.46 feet (record per said Book 1799, Page 1002: S 15°57'00" W, 233.46 feet) to a concrete nail set in rock wall for the most southerly corner of the herein described parcel, and being the most westerly corner of said 0.3808 acre parcel;

THENCE N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 78.09 feet to a 5/8 inch rebar with plastic cap stamped "TX6794" set for the most westerly corner of the herein described parcel;

THENCE N 19°08'59" E, with the westerly line of the herein described parcel, being also the westerly line of Kessler Industrial District Unit One, being also the westerly line of said 1.1166 acre parcel, and being the easterly line of Pendale Industrial Unit B, recorded in Book 43, Page 23, Plat Records El Paso County, Texas, a distance of 211.68 feet (record per said Book 1799, Page 1002: N 15°57'00" E) to a 5/8 inch rebar found for the most northerly corner of the herein described parcel, and being the southerly right-of-way line of said Yermoland Drive;

HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly right of way line of said Yermoland Drive, a distance of 75.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E, 75.00 feet) to the **POINT OF BEGINNING**, containing 0.383 acres or 16,691 square feet of land.

Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.


Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339



LEGEND


○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK.	BOOK
●	FND. SURVEY MARKER (AS NOTED)	VOL.	BOOK
△	CALCULATED CORNER	PG.	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC.	DOCUMENT
POC	POINT OF COMMENCEMENT	FND.	FOUND
POB	POINT OF BEGINNING	PDE	PRIVATE DRAINAGE EASEMENT
		PD & UE	PRIVATE DRAINAGE AND UTILITY EASEMENT
		(X)	BLOCK NUMBER
		---	UNDERLYING LOT LINE
		---	EASEMENT LINE

SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0.
3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:
 - R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11
 - R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002
4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME AND UNDER MY SUPERVISION, AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II.


 CHRISTIAN M. WEGMANN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6794



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HUNT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
 El Paso, TX 79912
 PH. 915-587-4339
 Tx. Firm No. 10025803
 www.hunt-zollars.com

PROJECT: EPW-KESSLER SURVEY

JOB #: R312685.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: C:\proj\R312685.09 - 108 - Kessler Boundary
 Survey\Survey\A\Ch220

PLAT OF SURVEY

0.383 ACRES (16,691SF)
 A PORTION OF LOTS 1,2 & 3, BLOCK 2
 KESSLER INDUSTRIAL DISTRICT UNIT 1
 CITY OF EL PASO,
 EL PASO COUNTY, TEXAS

**HZI Project No. R312685.09
0.075 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in Warranty Deed to the City of El Paso, Texas, recorded in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE, N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 256.07 feet (record per said Kessler Industrial District Unit 1: N74°03'00"W);

THENCE, S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, being also the southerly line of said Yermoland Drive, being also the northerly line of said 1.1166 acre parcel, and having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,583.77, E=436,998.57;

THENCE leaving said common line, over and across said 1.1166 acre parcel, the following three (3) courses and distances:

- 1) S 19°08'59" W, with the easterly line of the herein described parcel, parallel with and 30 feet distant from the westerly line of said Kessler Industrial District Unit 1, a distance of 220.40 feet to a point for the most southerly corner of the herein described parcel,
- 2) N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 15.62 feet to the most westerly corner of the herein described parcel, and
- 3) N 19°08'59" E, with the westerly line of the herein described parcel, being also the easterly line of an existing 15 foot public drainage and utility easement, as dedicated per said Kessler Industrial District Unit 1, a distance of 216.04 feet to the most northerly corner of the herein described parcel;

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly line of said Yermoland Drive, a distance of 15.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E) to the **POINT OF BEGINNING**, containing 0.075 acres or 3,273 square feet of land.

HZI Project No. R312685.09
0.075 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

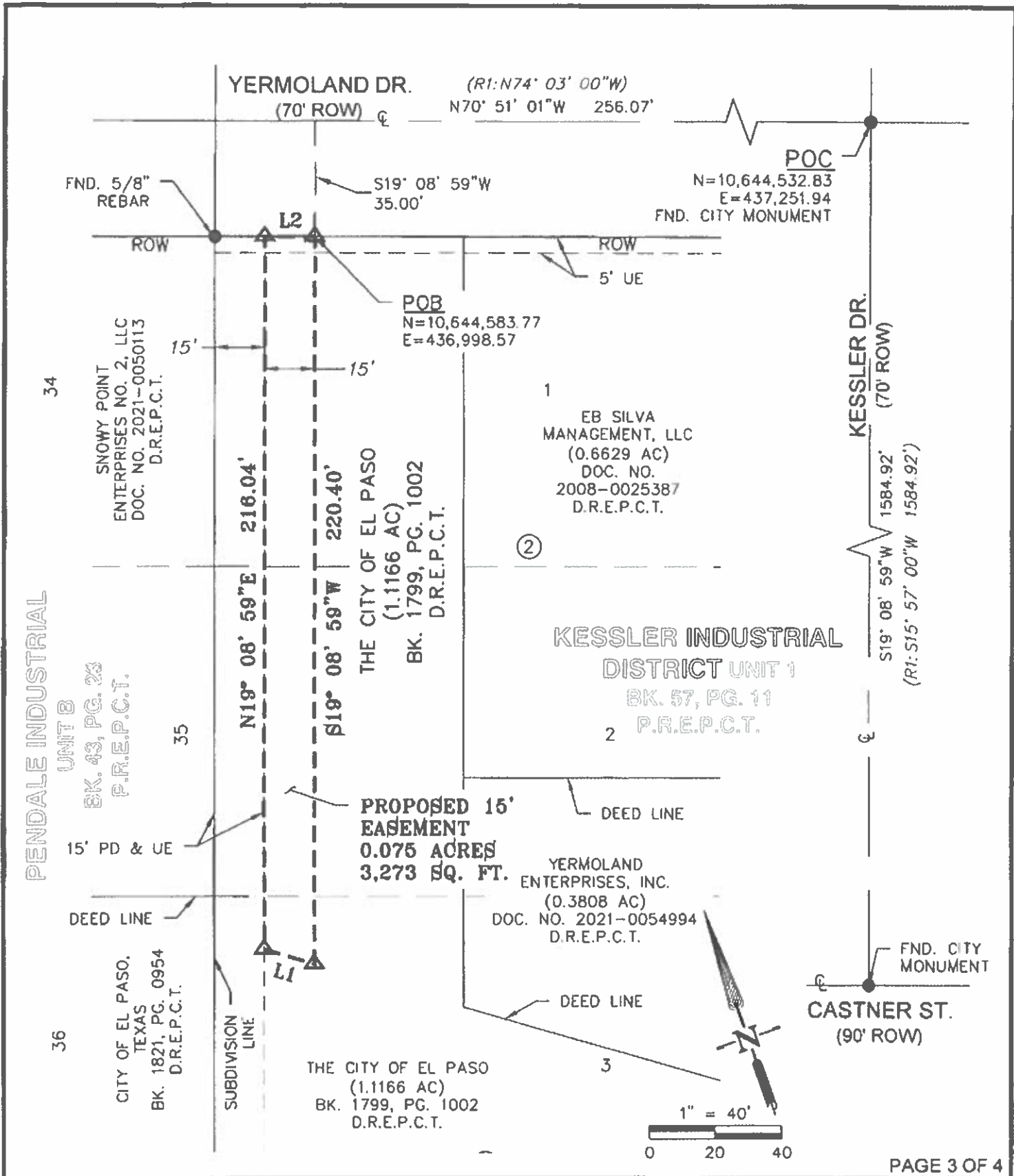
Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.



Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339





PAGE 3 OF 4

HUITT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
 El Paso, TX 79912
 PH. 915-587-4339
 Tx. Firm No. 10025803
 www.huitt-zollars.com

PROJECT: EPW KESSLER SURVEY

JOB #: R312685.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: G:\proj\R312685.09 - 109 - Kessler Boundary
 Survey\Survey\Ch350

PROPOSED 15' WIDE EASEMENT

0.075 ACRES (3,273 SF)

A PORTION OF LOTS 1, 2 & 3, BLOCK 2
 KESSLER INDUSTRIAL DISTRICT UNIT 1
 CITY OF EL PASO,
 EL PASO COUNTY, TEXAS

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	N54° 39' 34"W	15.62'
L2	S70° 51' 01"E	15.00'

(R2): S74° 03' 00"E

LEGEND


○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK.	BOOK
●	FND. SURVEY MARKER (AS NOTED)	VOL	BOOK
△	CALCULATED CORNER	PG.	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC	DOCUMENT
POC	POINT OF COMMENCEMENT	FND.	FOUND
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		D & UE	DRAINAGE AND UTILITY EASEMENT

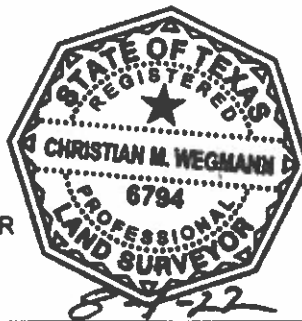
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3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:
 - R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11
 - R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002
4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION, AND THAT IT IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED ON THE GROUND.


 CHRISTIAN M. WEGMANN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6794



PAGE 4 OF 4

HUITT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
 El Paso, TX 79912
 PH. 915-687-4339
 Tx. Firm No. 10025803
 www.huitt-zollars.com

PROJECT: EPW KESSLER SURVEY
 JOB #: R312685.09
 DATE: JULY, 2022
 SCALE: 1"=40'
 DRAWN: JK
 CHECKED: CMW
 PATH: Q:\proj\R312685.09 - 109 - Kessler Boundary
 Survey\Survey\CMW

PROPOSED 15' WIDE EASEMENT
 0.075 ACRES (3,273 SF)
 A PORTION OF LOTS 1,2 & 3, BLOCK 2
 KESSLER INDUSTRIAL DISTRICT UNIT 1
 CITY OF EL PASO,
 EL PASO COUNTY, TEXAS

Exhibit "C"

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

PORTION OF LOTS 1, 2 AND 3, BLOCK 2, KESSLER INDUSTRIAL DISTRICT
CITY OF EL PASO, EL PASO COUNTY, TEXAS

BID NUMBER:
103-22

TO BE OPENED:
Thursday, December 1, 2022
11:00 A.M.

BIDDER'S PROPOSAL

TO: El Paso Water Utilities - Public Service Board
P.O. Box 511
El Paso, Texas 79961-0001

SUBJECT: Sale of Real Estate

We, the undersigned, offer to purchase the following described real estate in accordance with the enclosed General Conditions and Instructions to Bidders.

<u>DESCRIPTION OF LAND</u>	<u>TOTAL AMOUNT BID</u>
PORTION OF LOTS 1, 2 AND 3, BLOCK 2, KESSLER INDUSTRIAL DISTRICT UNIT 1, CITY OF EL PASO, EL PASO COUNTY, TEXAS, APPROXIMATELY, 0.383 ACRES	\$ <u>85,601.51</u>

The attached metes and bounds survey describes the gross acreage and location of the parcel. All bids must comply with the conditions set forth herein.

The **MINIMUM ACCEPTABLE BID** for the land is \$81,424.00. In addition, the successful bidder must pay all closing costs including title insurance, advertising, appraisals, and survey fees at closing.

Kernoland Enterprises Inc.
FIRM

SIGNATURE

PRINTED NAME

1151 Kessler Dr., 79907
MAILING ADDRESS

(915) 433-4275
TELEPHONE NUMBER / FAX

**CITY OF EL PASO
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

SALE OF REAL ESTATE

**GENERAL CONDITIONS AND
INSTRUCTIONS TO BIDDERS**

**BID NUMBER
103-22**

Sealed bids addressed to John E. Balliew, P.E., President/CEO, El Paso Water Utilities for the sale of property described as a Portion of Lots 1, 2, and 3, Block 2, Kessler Industrial District Unit 1, City of El Paso, El Paso County, Texas, totaling approximately 0.383 acres of real estate, as shown on the attached Exhibit "A", will be received in the office of the El Paso Water Utilities, located at 1154 Hawkins Boulevard, El Paso, Texas 79925 until **11:00 A.M.**, local time, **Thursday, December 1, 2022**, publicly opened and read aloud via live streaming. Check scheduling information on the solicitation page at www.epwater.org.

BID AND CONVEYANCE PROCEDURES

1. Bids must be made on the attached Bidder's Proposal. An original copy must be received in the El Paso Water Utilities' Purchasing Department by **11:00 A.M.**, local time, **Thursday December 1, 2022**, by either mailing to El Paso Water Utilities, P.O. Box 511, El Paso, Texas 79961-0001 or by hand delivery to the Procurement Analyst agent on the 1st floor of the El Paso Water Utilities' Administration building at 1154 Hawkins Boulevard, El Paso, Texas. The Bidder is responsible for delivery of the bid by the above listed time. All bids shall be in a sealed envelope that is clearly marked with the Bid Number on the lower left-hand corner of the outside of the envelope.
2. The bid will be awarded to the bidder submitting the highest bid that equals or exceeds the minimum acceptable price. All bids must comply with the conditions set forth herein.
3. Any bid received after the above listed time for receiving bids will be returned unopened.
4. Bidders are invited to view bid opening via live streaming that will be posted on the solicitation page at www.epwater.org.
5. If the bid is made by an agent for a proposed purchaser, the signature of such agent shall be affixed to the Bidder's Proposal. In addition, the bid shall identify the proposed purchaser in whose name the title will be taken. **No agent or broker commission will be the responsibility or will be paid by the El Paso Water Utilities - Public Service Board.**

6. The El Paso Water Utilities - Public Service Board reserves the right to reject any or all bids or to award a contract either in whole or in part and to waive any minor irregularities, if it is deemed to be in the best interest of the El Paso Water Utilities - Public Service Board.
7. Each bidder **must include** a cashier's check, certified check or money order in the amount of five percent (5%) of the bid total as earnest money to ensure that the successful bidder will complete the purchase of the land. Such bid security must identify the bidder in whose name it is submitted. If the successful bidder fails to complete the purchase, said earnest money will be forfeited, and the El Paso Water Utilities - Public Service Board reserves the right to make the sale to the next highest responsible bidder or to reject all bids.
8. No bid may be withdrawn after the deadline for receipt of bids. The El Paso Water Utilities – Public Service Board will retain the earnest money of the successful bidder and the earnest money will be applied to the purchase price of the successful bidder's land.
9. No oral, telephone, internet or telegraph bids will be accepted.
10. After award of the bid, all unsuccessful bidders will be notified in writing and their earnest monies will be refunded within 30 days of notice.
11. The **MINIMUM ACCEPTABLE BID for the land is \$81,424.00**. In addition, the successful bidder must pay at closing, all costs of title insurance, advertising, appraisal, and survey fees.
12. The property must be purchased in cash at the time of closing. All closing costs, including title insurance, advertising, appraisal and survey fees must be paid by the successful bidder.
13. Within ten (10) days after receipt of written notification of acceptance of this bid, the successful bidder shall provide the El Paso Water Utilities - Public Service Board with all information necessary to prepare a contract of sale and deed and any other information or documentation necessary to close the sale. Unless good cause exists for further delay, it is contemplated that the sale will be closed within thirty days from the date of approval by the City Council of the City of El Paso of an ordinance authorizing the sale. The earnest money will be deposited in an interest-bearing account after the date of award by the El Paso Water Utilities - Public Service Board with interest accruing to the El Paso Water Utilities - Public Service Board.
14. Conveyance of the property to the successful bidder shall be contingent upon passage of an ordinance by the El Paso City Council authorizing the Mayor or City Manager to execute a deed or deeds or other documents as needed, and acceptance of any conditions placed on the sale of the property by the El Paso City Council.
15. The successful bidder shall execute a real estate sales contract acceptable to the El Paso Water Utilities – Public Service Board General Counsel and/ or retain outside counsel, within 20 days of award of the bid by the Public Service Board, which will include the General Conditions and Instructions to Bidders Requirements as set

forth herein.

16. The conveyance of the subject real estate will be by Special Warranty Deed and will be subject to all easements, licenses, restrictions, reservations, rights of way, dedications, conditions, and other encumbrances, of record or apparent upon the property, or as set forth herein.
17. The conveyance of the subject real estate shall be subject to a reservation of all ground water, water rights, or rights to surface water to the El Paso Water Utilities - Public Service Board of the City of El Paso; such reservation will be addressed in the Special Warranty Deed.
18. All future obligations of the successful bidder with regard to the subject real estate, as noted in the bid package, will be binding upon the successful bidder's successors, and/or assigns.
19. Questions concerning the bid package or bid procedure should be directed in writing to the Purchasing Department of the El Paso Water Utilities - Public Service Board, attn: Jesus Hernandez at purchasing.info@epwater.org.
20. Technical questions concerning the bid package should be directed to the Procurement Analyst of the El Paso Water Utilities – Public Service Board, attn: Jesus Hernandez at purchasing.info@epwater.org.

GENERAL DEVELOPMENT REQUIREMENTS

21. Any conveyance of this land will be subject to a restrictive covenant to the effect that the successful bidder, its successors or assigns will not, subject to existing law, discard, place or store upon such land, any radioactive material or other hazardous waste material or animal waste which would contaminate or otherwise damage the ground water supply sources of the City of El Paso.
22. The development of the property, including the design, location and construction of improvements shall be in accordance with City of El Paso Municipal Code requirements, including any City Municipal Code requirements for a Land Study prior to development and the City of El Paso Drainage Design Manual.
23. Re-zoning the property for uses other than those allowed in the current P-I, Planned Industrial zoning category is the sole responsibility of the successful bidder after the transfer of title. Neither the City of El Paso, the El Paso Water Utilities Public Service Board or their agents or employees have made any representations regarding future land uses and zoning. Future zoning applications are subject to full review of City of El Paso staff, the City Plan Commission and the discretion and final approval of City Council.
24. The successful bidder accepts the responsibility for conducting its own archeological and environmental surveys of the property and contacting the Texas Historical Commission (THC) for any potential archeological information pertaining to the site. Mitigation of any conditions on the property, including archeological sites or, without limitations, adverse environmental conditions, shall be at the expense of the

successful bidder who shall take the property subject to all existing conditions. The successful bidder accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the property.

25. The successful bidder agrees that he or she has examined the property and accepts the land **"AS IS"** including but not limited to the present zoning and surface conditions, all easements, licenses, restrictions, reservations, rights of way, dedications, present zoning and surface conditions, and other encumbrances, of record or apparent upon the Property.

DRAINAGE REQUIREMENTS

26. The successful bidder shall grant easements to the El Paso Water Utilities - Public Service Board, City of El Paso at no cost for stormwater and drainage purposes, including maintenance.
27. The El Paso Water Utilities – Public Service Board shall save and except from the sale a 15' easement adjacent to the existing 15' platted private drainage and utility easement as shown on the attached **Exhibit "B"**. The El Paso Water Utilities Public Service Board shall preserve a fee simple interest on this exception.
28. The successful bidder shall provide an acceptable Drainage Plan in accordance with Section 19.01.050 of the City of El Paso Municipal Code.
29. The channel must remain in place or an underground system must be constructed with proper drainage structures.
30. Per the City of El Paso Municipal Code, new development and redevelopments are required to maintain the predevelopment hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. Any excess runoff must be retained within the development. The Municipal Code also encourages the use of nonstructural stormwater management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
31. The successful bidder shall provide an acceptable Drainage Plan in accordance with Section 19.01.050 of the City of El Paso Municipal Code. Any connection to Bluff Channel will require a 408 permit with the USACE.
32. It is recommended that the successful bidder utilizes Stormwater Best Management practices. Low impact drainage (LID) standards for the development of the property shall be reviewed and approved by the City of El Paso. The LID standards shall promote the following measures:
 - Encourage drainage conservation measures.
 - Promote impact minimization techniques such as impervious surface reduction.

- Provide for strategic runoff timing by slowing flow using the landscape.
- Use of array of integrated management practices to reduce and cleanse runoff.

Advocate pollution prevention measures to reduce the introduction of pollutants to the environment.

WATER AND SANITARY SEWER SERVICE REQUIREMENTS

33. All ground water, water rights, or rights to surface water shall be reserved to the El Paso Water Utilities - Public Service Board of the City of El Paso. The successful bidder shall not have the right to drill a well and produce therefrom any quantity of groundwater.
34. Water, and sanitary sewerage service will be provided in accordance with the most current Public Service Board Rules and Regulations of the El Paso Water Utilities at the time of application for service to the Developer Services Section of the El Paso Water Utilities.
35. The successful bidder shall be responsible for the costs of any necessary on-site & off-site extensions, relocations, replacements or adjustments of water, sanitary sewer and appurtenances necessitated by and attributable to the proposed site/subdivision improvement plans.
36. In order to promote water conservation, to ensure optimum water-use efficiency, and to prevent runoff into streets, it is the policy of the Public Service Board to require landscape and irrigation restrictions in the sales of undeveloped land. Development of the property will be governed by the City of El Paso Municipal Code Title 15 (Public Services), Chapter 12 (Water and Sewer System) and Chapter 13 (Water Conservation), including no more than 50% turf in landscapable area.

EXHIBIT "A"

**HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in a Warranty Deed to the City of El Paso, Texas, of record in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 211.07 feet (record per said Kessler Industrial District Unit One: N 74°03'00" W);

THENCE S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to a concrete nail in rock wall set for the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, and being the most northerly corner of that certain 0.6629 acre parcel of land, as described in a deed to EB Silva Management LLC, of record in Document No. 2008-0025387, Deed Records of El Paso County, Texas, said Point of Beginning having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,569.01, E=437,041.07;

THENCE S 19°08'59" W, with the easterly line of the herein described parcel, being also the westerly line of said 0.6629 acre parcel, at 164.00 feet passing the most westerly corner of said 0.6629 acre parcel, being also the most northerly corner of that certain 0.3808 acre parcel of land, as described in deed to Yermoland Enterprises, Inc., of record in Document No. 2021-0054994, Deed Records of El Paso County, Texas, for a total distance of 233.46 feet (record per said Book 1799, Page 1002: S 15°57'00" W, 233.46 feet) to a concrete nail set in rock wall for the most southerly corner of the herein described parcel, and being the most westerly corner of said 0.3808 acre parcel;

THENCE N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 78.09 feet to a 5/8 inch rebar with plastic cap stamped "TX6794" set for the most westerly corner of the herein described parcel;

THENCE N 19°08'59" E, with the westerly line of the herein described parcel, being also the westerly line of Kessler Industrial District Unit One, being also the westerly line of said 1.1166 acre parcel, and being the easterly line of Pendale Industrial Unit B, recorded in Book 43, Page 23, Plat Records El Paso County, Texas, a distance of 211.68 feet (record per said Book 1799, Page 1002: N 15°57'00" E) to a 5/8 inch rebar found for the most northerly corner of the herein described parcel, and being the southerly right-of-way line of said Yermoland Drive;

HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly right of way line of said Yermoland Drive, a distance of 75.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E, 75.00 feet) to the **POINT OF BEGINNING**, containing 0.383 acres or 16,691 square feet of land.

Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.


Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339



LEGEND


○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK	BOOK
●	FND SURVEY MARKER (AS NOTED)	VOL	BOOK
△	CALCULATED CORNER	PG	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC	DOCUMENT
POC	POINT OF COMMENCEMENT	FND	FOUND
POB	POINT OF BEGINNING	PDE	PRIVATE DRAINAGE EASEMENT
		PD & UE	PRIVATE DRAINAGE AND UTILITY EASEMENT
		(X)	BLOCK NUMBER
			UNDERLYING LOT LINE
			EASEMENT LINE

SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0.
3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:
 - R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11
 - R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002
4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME AND UNDER MY SUPERVISION, AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II


 CHRISTIAN M. WEGMANN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6794



PAGE 4 OF 4

HUNT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
 El Paso, TX 79912
 PH: 915-667-4339
 Tx. Firm No. 10025803
 www.hunt-zollars.com

PROJECT: EPW-KESSLER SURVEY
 JOB #: R312685.09
 DATE: JULY, 2022
 SCALE: 1"=40'
 DRAWN: JK
 CHECKED: CMW
 PATH: G:\proj\R312685.09 - 108 - Kessler Boundary
 Second Screen\0430

PLAT OF SURVEY
 0.383 ACRES (16,891SF)
 A PORTION OF LOTS 1,2 & 3, BLOCK 2
 KESSLER INDUSTRIAL DISTRICT UNIT 1
 CITY OF EL PASO,
 EL PASO COUNTY, TEXAS

EXHIBIT "B"

**HZI Project No. R312685.09
0.075 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in Warranty Deed to the City of El Paso, Texas, recorded in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE, N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 256.07 feet (record per said Kessler Industrial District Unit 1: N74°03'00"W);

THENCE, S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, being also the southerly line of said Yermoland Drive, being also the northerly line of said 1.1166 acre parcel, and having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,583.77, E=436,998.57;

THENCE leaving said common line, over and across said 1.1166 acre parcel, the following three (3) courses and distances:

- 1) S 19°08'59" W, with the easterly line of the herein described parcel, parallel with and 30 feet distant from the westerly line of said Kessler Industrial District Unit 1, a distance of 220.40 feet to a point for the most southerly corner of the herein described parcel,
- 2) N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 15.62 feet to the most westerly corner of the herein described parcel, and
- 3) N 19°08'59" E, with the westerly line of the herein described parcel, being also the easterly line of an existing 15 foot public drainage and utility easement, as dedicated per said Kessler Industrial District Unit 1, a distance of 216.04 feet to the most northerly corner of the herein described parcel;

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly line of said Yermoland Drive, a distance of 15.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E) to the **POINT OF BEGINNING**, containing 0.075 acres or 3,273 square feet of land.

**HZI Project No. R312686.09
0.076 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

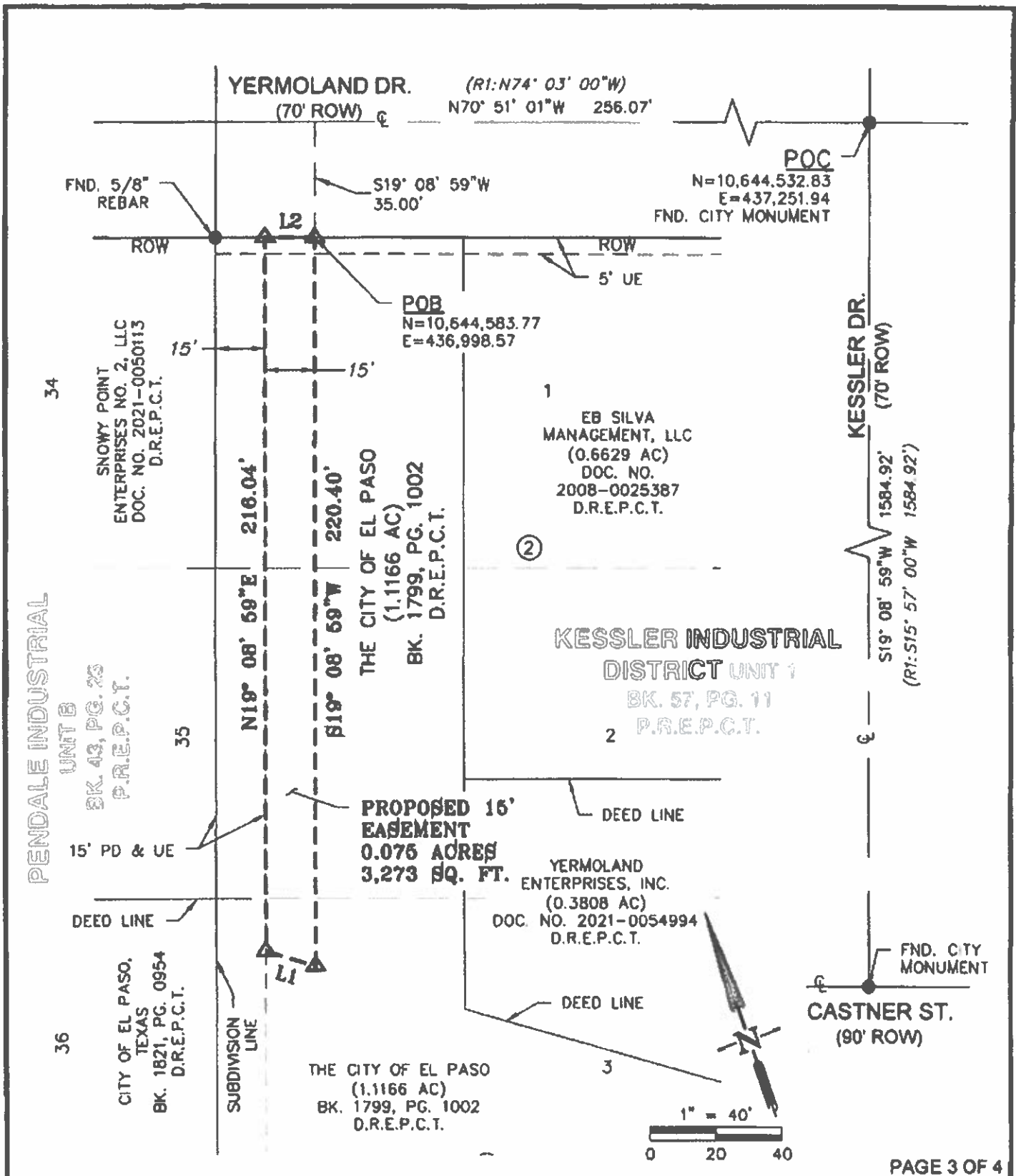
Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.



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PAGE 3 OF 4

HUNT-ZOLLARS INC.

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El Paso, TX 79912

PH. 915-687-4339
Tx. Firm No. 10025803
www.hunt-zollars.com

PROJECT: EPW KESSLER SURVEY

JOB #: R312885.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: C:\proj\R312885.09 - 108 - Kessler Boundary
Boundaries\CMW

PROPOSED 15' WIDE EASEMENT

0.075 ACRES (3,273 SF)

A PORTION OF LOTS 1, 2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1
CITY OF EL PASO,
EL PASO COUNTY, TEXAS

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	N54° 39' 34"W	15.62'
L2	S70° 51' 01"E	15.00'

(R2): S74° 03' 00"E

LEGEND

○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK	BOOK
●	FND. SURVEY MARKER (AS NOTED)	VOL	BOOK
△	CALCULATED CORNER	PG	PAGE
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O.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	DOC	DOCUMENT
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POC	POINT OF COMMENCEMENT	PDE	PRIVATE DRAINAGE EASEMENT
POB	POINT OF BEGINNING	D & UE	DRAINAGE AND UTILITY EASEMENT

SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0.
3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:

R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11

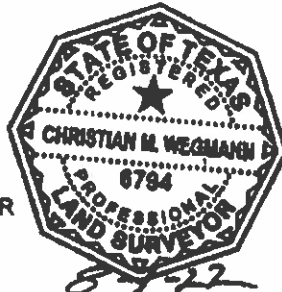
R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002

4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION, AND THAT IT IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED ON THE GROUND.

CHRISTIAN M. WEGMANN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6794



PAGE 4 OF 4

HUTT-ZOLLARS INC.

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PROJECT: EPW KESSLER SURVEY
JOB #: R312685.09
DATE: JULY, 2022
SCALE: 1"=40'
DRAWN: JK
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Survey\Survey\0310

PROPOSED 15' WIDE EASEMENT
0.075 ACRES (3,273 SF)
A PORTION OF LOTS 1, 2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1
CITY OF EL PASO,
EL PASO COUNTY, TEXAS

SPECIAL WARRANTY DEED

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

Effective Date: _____, 2023

Grantor: THE EL PASO MUNICIPAL DRAINAGE UTILITY, by and through the EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, TEXAS, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: YERMOLAND ENTERPRISES, INC., a Texas corporation
Attn: Michael Johnson
1151 Kessler
El Paso, TEXAS 79907

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 0.383 acres, a portion Lots 1, 2, and 3, Block 2, Kessler Industrial District Unit 1, City of El Paso, El Paso County, Texas, such portion being legally described by metes and bounds on Exhibit A, attached hereto and incorporated herein for all purposes.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

- (1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having

jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater.

- (3) The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on Exhibit B, attached hereto and incorporated fully herein (the "*Seller's Reservations*") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.
- (4) 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 but 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.
- (5) 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.
- (6) Rezoning Contract and restrictions between ADOLFO LORES, ETAL and THE CITY OF EL PASO, in Volume 1688, Page 523 and Volume 1623, Page 212, Real Property Records, El Paso County, Texas.
- (7) Consent to dedication of plat filed by ELIAS ABRAHAM AND JOSEPH ABRAHAM, JR., in Volume 1251, Page 478, Real Property Records, El Paso County, Texas.
- (8) Protective covenants pertaining to general appearance of improvements contained in deed from CALVIN KESSLER AND GERALDINE J. KESSLER to ROBERT T. CANNON AND SHERI CANNON, filed of record on June 11, 1984, in Volume 1457, Page 1311, Real Property Records, El Paso County, Texas.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, 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 the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when

the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

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

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By: _____
Name: Tomás Gonzalez
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2023, by
Tomás Gonzalez, City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

EXHIBIT "A"

**HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in a Warranty Deed to the City of El Paso, Texas, of record in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE, N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 211.07 feet (record per said Kessler Industrial District Unit One: N 74°03'00" W);

THENCE S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to a concrete nail in rock wall set for the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, and being the most northerly corner of that certain 0.6629 acre parcel of land, as described in a deed to EB Silva Management LLC, of record in Document No. 2008-0025387, Deed Records of El Paso County, Texas, said Point of Beginning having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,569.01, E=437,041.07;

THENCE S 19°08'59" W, with the easterly line of the herein described parcel, being also the westerly line of said 0.6629 acre parcel, at 164.00 feet passing the most westerly corner of said 0.6629 acre parcel, being also the most northerly corner of that certain 0.3808 acre parcel of land, as described in deed to Yermoland Enterprises, Inc., of record in Document No. 2021-0054994, Deed Records of El Paso County, Texas, for a total distance of 233.46 feet (record per said Book 1799, Page 1002: S 15°57'00" W, 233.46 feet) to a concrete nail set in rock wall for the most southerly corner of the herein described parcel, and being the most westerly corner of said 0.3808 acre parcel;

THENCE N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 78.09 feet to a 5/8 inch rebar with plastic cap stamped "TX6794" set for the most westerly corner of the herein described parcel;

THENCE N 19°08'59" E, with the westerly line of the herein described parcel, being also the westerly line of Kessler Industrial District Unit One, being also the westerly line of said 1.1166 acre parcel, and being the easterly line of Pendale Industrial Unit B, recorded in Book 43, Page 23, Plat Records El Paso County, Texas, a distance of 211.68 feet (record per said Book 1799, Page 1002: N 15°57'00" E) to a 5/8 inch rebar found for the most northerly corner of the herein described parcel, and being the southerly right-of-way line of said Yermoland Drive;

**HZI Project No. R312685.09
0.383 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly right of way line of said Yermoland Drive, a distance of 75.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E, 75.00 feet) to the POINT OF BEGINNING, containing 0.383 acres or 16,691 square feet of land.

Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.


Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339



LEGEND


○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK.	BOOK
●	FND. SURVEY MARKER (AS NOTED)	VOL.	BOOK
△	CALCULATED CORNER	PG.	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC.	DOCUMENT
POC	POINT OF COMMENCEMENT	FND	FOUND
POB	POINT OF BEGINNING	PDE	PRIVATE DRAINAGE EASEMENT
		PD & UE	PRIVATE DRAINAGE AND UTILITY EASEMENT
		(X)	BLOCK NUMBER
		---	UNDERLYING LOT LINE
		---	EASEMENT LINE

SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0.
3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:
 - R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11
 - R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002
4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME AND UNDER MY SUPERVISION, AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II.


 CHRISTIAN M. WEGMANN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6794



PAGE 4 OF 4

HUITT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
 El Paso, TX 79912
 PH. 915-587-4339
 Tx. Firm No. 10025803
 www.huilt-zollars.com

PROJECT: EPW-KESSLER SURVEY

JOB #: R312685.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: G:\proj\312685.09 - 108 - Kessler Boundary
 Survey\Survey\CMW

PLAT OF SURVEY

0.383 ACRES (16,691SF)
 A PORTION OF LOTS 1,2 & 3, BLOCK 2
 KESSLER INDUSTRIAL DISTRICT UNIT 1
 CITY OF EL PASO,
 EL PASO COUNTY, TEXAS

**HZI Project No. R312685.09
0.075 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS**

That certain parcel of land, situated within Block 54, Ysleta Grant, City of El Paso, El Paso County, Texas, being a portion of Lots 1, 2, & 3, Block 2, Kessler Industrial District Unit 1, recorded in Book 57, Page 11, Plat records of El Paso County, Texas, and being a portion of that certain 1.1166 acre parcel of land, as described in Warranty Deed to the City of El Paso, Texas, recorded in Book 1799, Page 1002, Deed Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Yermoland Drive (70 foot wide right of way) and Kessler Dr. (70 foot wide right of way), from which another brass disk in hand hole found for city monument at the centerline intersection of said Kessler Drive and Castner Street (90 foot wide right of way) bears S 19°08'59" W, a distance of 1584.92 feet (record per said Kessler Industrial District Unit 1: S15°57'00"W, 1584.92 feet), said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,532.83, E=437,251.94;

THENCE, N 70°51'01" W, with the centerline of said Yermoland Drive, a distance of 256.07 feet (record per said Kessler Industrial District Unit 1: N74°03'00"W);

THENCE, S 19°08'59" W, leaving said centerline, a distance of 35.00 feet to the **POINT OF BEGINNING**, being the most easterly corner of the herein described parcel, being also the southerly line of said Yermoland Drive, being also the northerly line of said 1.1166 acre parcel, and having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) surface coordinates of N=10,644,583.77, E=436,998.57;

THENCE leaving said common line, over and across said 1.1166 acre parcel, the following three (3) courses and distances:

- 1) S 19°08'59" W, with the easterly line of the herein described parcel, parallel with and 30 feet distant from the westerly line of said Kessler Industrial District Unit 1, a distance of 220.40 feet to a point for the most southerly corner of the herein described parcel,
- 2) N 54°39'34" W, with the southerly line of the herein described parcel, a distance of 15.62 feet to the most westerly corner of the herein described parcel, and
- 3) N 19°08'59" E, with the westerly line of the herein described parcel, being also the easterly line of an existing 15 foot public drainage and utility easement, as dedicated per said Kessler Industrial District Unit 1, a distance of 216.04 feet to the most northerly corner of the herein described parcel;

THENCE S 70°51'01" E, with the northerly line of the herein described parcel, being also the southerly line of said Yermoland Drive, a distance of 15.00 feet (record per said Book 1799, Page 1002: S 74°03'00" E) to the **POINT OF BEGINNING**, containing 0.075 acres or 3,273 square feet of land.

HZI Project No. R312685.09
0.075 ACRES OUT OF
LOTS 1, 2, & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT U 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

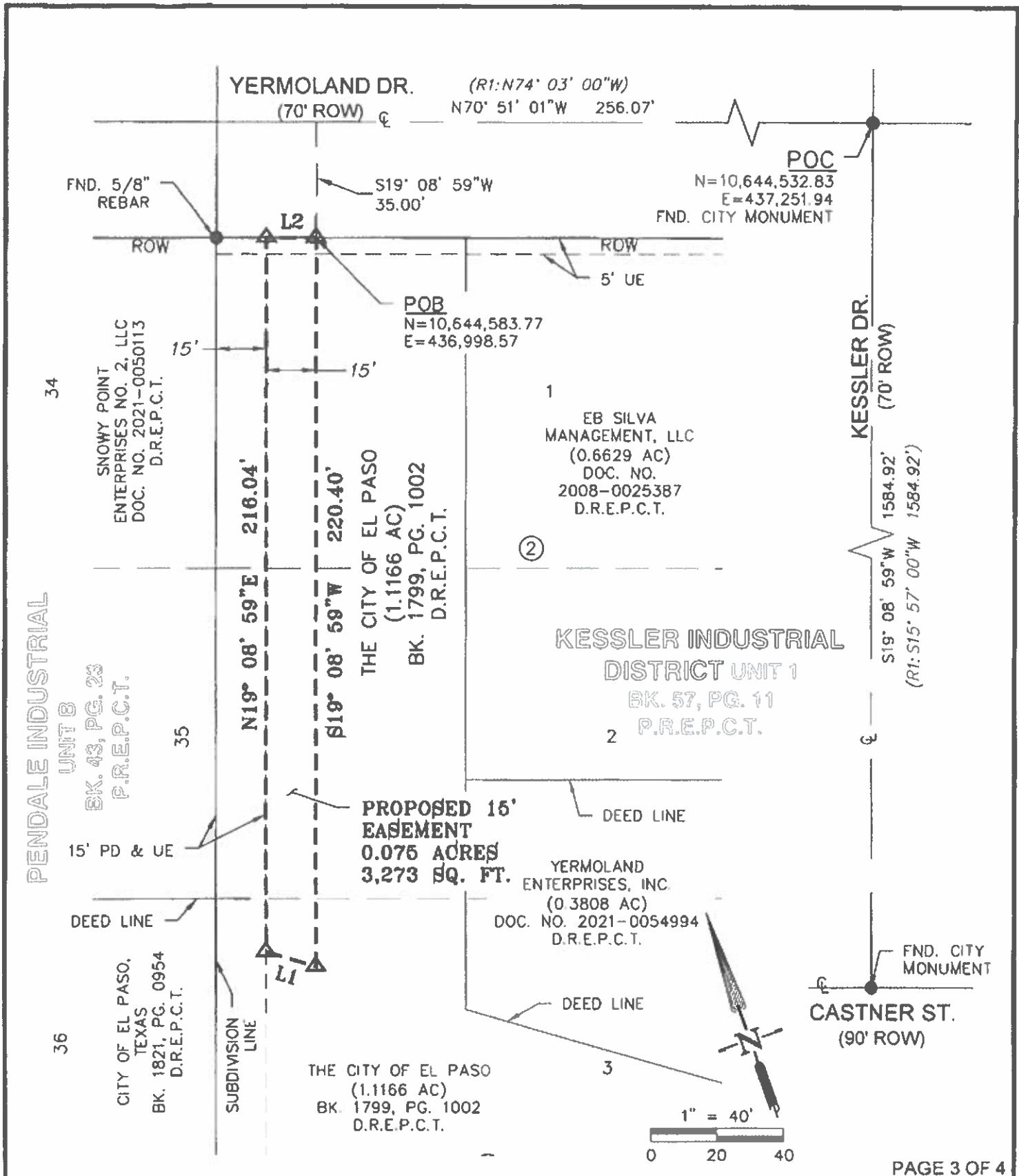
Note:

Distances and coordinates shown on this survey are surface values (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to and made a part of this description for all purposes, and must be recorded with this description.



Christian M. Wegmann, Texas RPLS# 6794
Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912
Firm Registration No. 10025603
Phone 915-587-4339





PAGE 3 OF 4

HUITT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
El Paso, TX 79912

PH. 915-587-4339
Tx. Firm No. 10025603
www.huilt-zollars.com

PROJECT: EPW KESSLER SURVEY

JOB #: R312685.09

DATE: JULY, 2022

SCALE: 1"=40'

DRAWN: JK

CHECKED: CMW

PATH: C:\proj\R312685.09 - 109 - Kessler Boundary
Summ\Summ\07290

PROPOSED 15' WIDE EASEMENT

0.075 ACRES (3,273 SF)

A PORTION OF LOTS 1, 2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1
CITY OF EL PASO,
EL PASO COUNTY, TEXAS

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	N54° 39' 34"W	15.62'
L2	S70° 51' 01"E	15.00'

(R2): S74° 03' 00"E

LEGEND

○	SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)	BK.	BOOK
●	FND. SURVEY MARKER (AS NOTED)	VOL.	BOOK
△	CALCULATED CORNER	PG.	PAGE
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY, TEXAS	ROW	RIGHT OF WAY
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS	DOC.	DOCUMENT
POC	POINT OF COMMENCEMENT	FND.	FOUND
POB	POINT OF BEGINNING	PDE	PRIVATE DRAINAGE EASEMENT
		D & UE	DRAINAGE AND UTILITY EASEMENT

SURVEY NOTES

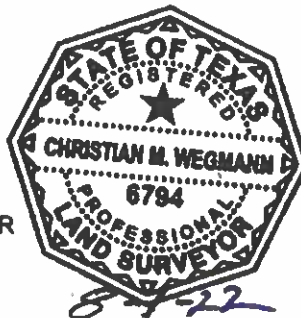
1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0.
3. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS:
 - R1: KESSLER INDUSTRIAL DISTRICT UNIT ONE, RECORDED IN VOL. 57, PAGE 11
 - R2: WARRANTY DEED TO THE CITY OF EL PASO, TEXAS, RECORDED IN BK. 1799, PG. 1002
4. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION, AND THAT IT IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED ON THE GROUND.


CHRISTIAN M. WEGMANN

REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6794



PAGE 4 OF 4

HUNT-ZOLLARS INC.

5822 Cromo Drive, Suite 210
El Paso, TX 79912
PH. 915-687-4339
Tx. Firm No. 10026803
www.hunt-zollars.com

PROJECT: EPW KESSLER SURVEY
JOB #: R312685.09
DATE: JULY, 2022
SCALE: 1"=40'
DRAWN: JK
CHECKED: CMW
PATH: C:\proj\R312685.09 - 109 - Kessler Boundary
Survey System: CHS30

PROPOSED 15' WIDE EASEMENT
0.075 ACRES (3,273 SF)
A PORTION OF LOTS 1,2 & 3, BLOCK 2
KESSLER INDUSTRIAL DISTRICT UNIT 1
CITY OF EL PASO,
EL PASO COUNTY, TEXAS

APPRAISAL REPORT

**VACANT LAND
1151 KESLER DRIVE
EL PASO, TEXAS 79924**

APPRAISER'S FILE REFERENCE #9708

**PREPARED FOR:
Ms. Alma De Anda
El Paso Water
1154 Hawkins
El Paso, Texas 79925**

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

**EFFECTIVE DATE OF VALUATION
April 26, 2022**



WILKINSON, PENDERGRAS & ASSOCIATES, LP

Real Estate & Business Valuation Services

JACK H. WILKINSON, MAI, CPA – OF COUNSEL
GENEVIEVE S. PENDERGRAS, MAI
WALKER R. BEARD, CCIM, R/W-AC, MAI
CRYSTA G. LEVICK, APPRAISER TRAINEE

PO BOX 13501, EL PASO, TX 79913
PHONE (915) 845-3459 FAX (915) 242-0935
GPENDERGRAS@WPBEP.COM
WWW.WPBEP.COM

June 3, 2022

Ms. Alma De Anda
El Paso Water
1154 Hawkins
El Paso, Texas 79925

Re: Vacant Land located at 1151 Kesler Drive, El Paso, Texas / Appraiser's File Reference #9708

Dear Client:

The purpose of the following appraisal report is to develop an opinion of the current market value of the fee simple interest in the above referenced property for my client and intended user, El Paso Water. It is my understanding the intended use of the appraisal report is for internal decision-making purposes. The property being appraised is 17,424 or 0.40 acres of land.

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 USPAP and the 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) and to the 2010 Interagency Appraisal and Evaluation Guidelines. I estimate a reasonable exposure time for the subject of 12 months or less.

At the time of the appraisal, COVID-19 had widespread health and economic impacts globally and in the United States. The effects of COVID-19 on the real estate market in the area of the subject property were not yet measurable based on reliable data. The analyses and value opinion in this appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this appraisal should be construed as predictions of future market conditions or value.

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 condition's 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. Alma De Anda
Appraiser's File Reference #9708
Page 3

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 April 26, 2022, is:

EIGHTY-FIVE THOUSAND DOLLARS

(\$85,000). *

** Subject to the Extraordinary Assumptions and Limiting Conditions as noted on Page 8 of this 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 property, and that I have no interest present or current therein. Neither my employment to make this appraisal nor the compensation received is contingent upon the conclusions of values reported herein. This letter is invalid as an opinion of value if detached from the report.

It has been a pleasure to provide this valuation service. Please contact me with any questions or comments.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Genevieve S. Pendergras', with a long horizontal line extending to the right.

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

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Executive Summary

Current Date of Value: April 26, 2022

Date of Report: June 3, 2022

Appraiser's File Reference: #9708

Interests Appraised: 100% Fee Simple

Trade Name: Vacant Land

Location: 1151 Kesler Drive, El Paso, Texas

Property Description: The as is subject property consists of approximately 0.40 acres or 17,424 square feet of vacant land. The site is reflective of natural terrain and is a mid-block location.

Legal Description: A portion of Lots 1 to 4, Block 2, Kessler Industrial District #1, City of El Paso, El Paso County, Texas

Highest & Best Use: Light Industrial

Zoning: P-I, Planned Industrial District

Exposure & Marketing Time: 12 months / 12 months

VALUE CONCLUSION	
FINAL VALUE ESTIMATE	\$85,000 *

** Subject to the Extraordinary Assumptions and Limiting Conditions as noted on Page 8 of this report.*

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 biphenyls, 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.

Assumptions & Limiting Conditions

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 appraiser or the client and in any event, only with proper identification.

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 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 he 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 forecast 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.

Extraordinary Assumptions & Hypothetical Conditions

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.”***¹

- *There are no extraordinary assumptions considered in this analysis.*

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.”***²

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

¹ The Appraisal Foundation, USPAP (2020-2021 Edition, effective through December 31, 2022), Page U-3.

² Ibid.



View of subject and immediate trade area.

Subject Aerial & Photographs



View of the subject site facing south.



Street view of Yermoland Drive facing west.



Street view of Yermoland Drive facing east.

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 (land only). The subject property consists of approximately 0.40 acres or 17,424 square feet of vacant land.

LEGAL DESCRIPTION:

A portion of Lots 1 to 4, Block 2, Kessler Industrial District #1, City of El Paso, El Paso County, Texas.

STATEMENT OF OWNERSHIP & PROPERTY HISTORY:

The subject property has been under the ownership of City of El Paso for many years. There have been no transactions recorded for the subject within the past three years based on a search of the El Paso County records. 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, 2020-2021 Edition.

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 is defined as follows.

Identification of the Assignment

A fee simple estate implies absolute ownership unencumbered by any other interest or estate.³

Real Property is defined as follows.

Real property includes all interests, benefits, and rights inherent in the ownership of physical real estate.⁴

TYPE & DEFINITION OF VALUE:

The purpose of this appraisal is to estimate the **market value** for the subject land.

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."⁵***

DATES USED IN THE APPRAISAL:

The subject is currently appraised as of **April 26, 2022**, the current date of inspection.

The date of this report is **June 3, 2022**.

³The Dictionary of Real Estate, Fifth Edition, 2010, Appraisal Institute. Page 78.

⁴ Ibid., Page 161.

⁵ Interagency Appraisal and Evaluation Guidelines, December 2010, OCC: 12 CFR part 34, subpart C.

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 researched data from the market pertaining to the subject including but not limited to records from El Paso County, El Paso Central Appraisal District and the City of El Paso. I have performed a current inspection of the subject property and neighborhood.

Extent to Which Tangible Property is Inspected: In preparing this appraisal, Genevieve Pendergras, MAI inspected the subject on April 26, 2022. 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. 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. 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 licensed inspectors, 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 and rents 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.

Novel Coronavirus (COVID-19): COVID-19 has caused widespread health and economic impacts globally and in the United States. The effects of COVID-19 on the real estate market in the area of the subject property were not yet measurable based on reliable data. The analyses and value opinion in this appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this appraisal should be construed as predictions of future market conditions or value. Given the heightened uncertainty, a degree of caution should be exercised when relying upon my valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and I recommend that you keep the valuation of this property under frequent review.

VALUATION PROCESS:

I have considered all three approaches to value for the subject. I used the Sales Comparison Approach, which is the most widely accepted approach to value the subject as 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 these sales. 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.”***⁶ It is my opinion that similar conditions prevail that suggests 12 months or less to be an appropriate marketing time for the subject property.

⁶ *The Dictionary of Real Estate*, Fifth Edition, 2010, Appraisal Institute. Page 121.

PRESENTATION OF THE DATA

National Economic Indicators

NATIONAL ECONOMIC INDICATORS					
As of March 2022					
	Mar-22	Sep-21	Mar-21	Sep-20	Mar-20
Market Rates & Bond Yields					
Reserve Bank Discount Rate	0.20	0.25	0.25	0.25	0.25
Prime Rate (monthly average)	3.37	3.25	3.25	3.25	3.25
Federal Funds Rate	0.20	0.09	0.07	0.09	0.06
3-Month Treasury Bills	0.44	0.09	0.01	0.09	0.09
6-Month Treasury Bills	0.83	0.11	0.04	0.11	0.14
LIBOR-3 month rate	n/a	n/a	n/a	n/a	n/a
U.S. 5-Year Bond	2.11	n/a	0.83	0.24	0.37
U.S. 10-Year Bond	2.13	0.24	1.63	0.66	0.62
U.S. 30-Year Bond	2.41	0.66	2.34	1.41	1.27
Municipal Tax Exempts (Aaa)	n/a	1.41	n/a	1.81	2.33
Municipal Tax Exempts (A)	n/a	n/a	n/a	2.24	2.68
Corporate Bonds (Aaa)	n/a	n/a	n/a	2.31	3.02
Corporate Bonds (A)	n/a	n/a	n/a	2.79	3.43
Corporate Bonds (Baa)	n/a	n/a	n/a	3.36	4.29
Stock Dividend Yields					
Common Stocks - 500	n/a	n/a	n/a	n/a	n/a
Other Benchmarks					
Industrial Production Index	78.3	75.7	74.8	73.4	73.4
Unemployment (%)	3.6	7.0	6.0	4.4	4.4
Monetary Aggregates, daily avg					
M1, \$-Billions	20,710.1	19,898.3	18,641.4	4,268.2	4,268.2
M2, \$-Billions	21,809.7	20,991.3	19,853.7	16,103.7	16,103.7
Consumer Price Index					
All Urban Consumers	287.5	260.2	260.2	258.1	258.1
Personal Disposable Income					
	4Q21	3Q21	4Q20	3Q20	4Q19
Per Capita; Annual Rate in Current \$s	54,731	54,718	52,058	53,024	49,562
Savings as % of DPI	7.7	9.5	13.6	16.0	7.4

Source: "News & Advocacy; Economic Indicators". [Appraisal Institute.org](http://www.appraisalinstitute.org) March, 2022 Revised May 20, 2022.
http://www.appraisalinstitute.org/ano/econ_indicator/indicators.aspx

The following are current money rates.

Current Money Rates	
May 19, 2022 (close of day)	
Indicator	Value
Prime Rate	4.00
30-Year T-Bond	3.05
10-Year T-Note	2.84
Fed Funds	0.83
Mortgage Rate 30 Year	5.25

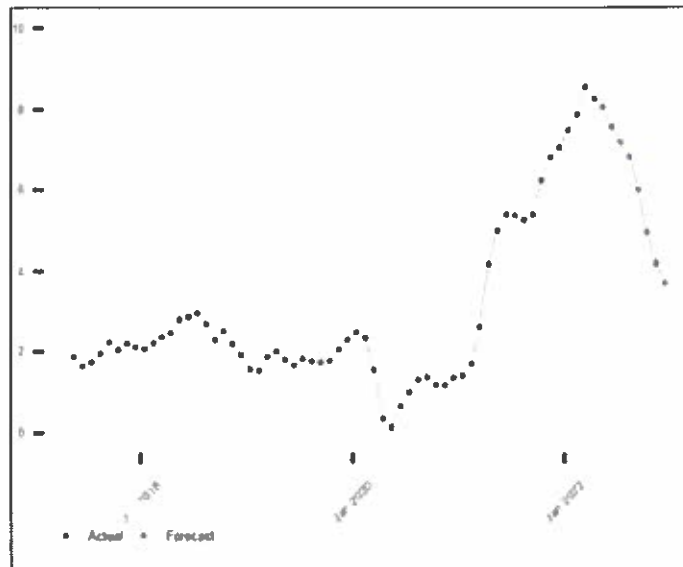
Source: "Prime Rate" [Financial Forecast Center](http://www.forecasts.org/prime.htm), May, 2022. <http://www.forecasts.org/prime.htm>

The following charts demonstrate the money rate trends over the past three years. In all cases the rates have increased into the current quarter consistent with the increase in the fed funds rate initiated by the Federal Reserve.



The U.S. inflation rate had fluctuated between 0.00% to 3.00% from 2017 through March 2021. Beginning in April 2021, the U.S. inflation rate rose to 4.16% and has been steadily increasing since that time. Actual inflation measured at 8.54% in May 2022. The Financial Forecast Center's projection for the U.S. inflation rate through October 2022 is from

between 4.09% to 9.59%. The Center is projecting higher inflation through June 2022 and then decreasing inflation through October 2022.



Source: "Consumer Price Index". [Forecasts.org](http://www.forecasts.org). May, 2022. <http://www.forecasts.org/inflation.htm>

At present the Peso is trading around 20.42 against the Dollar. The range has been between 17.80 and 22.388 over the past two years. The current forecast is for a range between 20.458 and 22.87 for the next six to twelve months. Domestic goods were still relatively costly to Mexican buyers. The increase in the exchange rate has a significant impact on El Paso, which relies on Mexican consumers for retail services.

MACROECONOMIC INDICATORS:

The following chart lists the current macroeconomic indicators as compiled by the Financial Forecast Center.

Current Economic Indicators	
May 19, 2022 (close of day)	
Indicator	Value
S&P 500	3900.79
US GDP Growth, %	3.57
US Inflation Rate, %	8.54
US Unemployment Rate, %	3.6
Gold Price, \$/oa	1841.5
Crude Oil Futures, \$/bbl	109.22
US 10 Yr Treasury, %	2.84

Source: "Prime Rate". [Financial Forecast Center](http://www.forecasts.org/prime.htm), May, 2022, <http://www.forecasts.org/prime.htm>

The center indicates the current US Inflation rate is 8.54% as of May 2022. The FED began to taper bond purchases in December 2021 and will lead to zero net purchases by March 2022. The FED began raising interest rates in the March meeting of the Federal Reserve and has signaled continued rate increases to curb inflationary pressure. The FED has projected a core inflation rate of 2.7% for 2022 and 2.3% for 2023. For the purposes of this report and based upon review of the historical and forecasted inflation, future long-term inflation is estimated at **2.5%** per year.

EL PASO ECONOMY:

The El Paso economy is experiencing similar inflationary pressures as the U.S. economy. The Russian military invasion has inflicted massive economic and non-economic losses on Ukraine. Ukraine is an important producer of numerous commodities. At present, it is fairly certain that supply chain disruptions will cause unavoidable inflationary shocks for food and industrial products to include flour, cooking oil, steel and computer chips. Coupled with the supply chain issues are spikes in energy prices. In the last two years, there have been significant global supply chain disruptions to include two pandemic waves and one war. The disruptions to the global economy will be significant and will take longer than 12 months to play out. These disruptions in turn have caused a surge in North

American manufacturing investments in an effort to mitigate the impacts of the global supply chain disruptions.

Mortgage rates have started to increase. They current remain at historically low levels. Median home prices are anticipated to move past \$200,000. Apartment rents will continue to grow. The demand for energy will remain strong. Unemployment should drop to below 5.5 percent. Per capita incomes are anticipated to decrease due to the cessation of most federal pandemic social safety net programs. Business and personal bankruptcies are likely to increase. The northbound pedestrian traffic from Ciudad Juarez into El Paso should reach 5 million persons in 2022 and the corresponding number for automobiles will exceed 10.2 million. Cargo vehicles are anticipated to reach nearly 900 thousand this year. Due to the greater manufacturing and warehousing activity in the region, air freight flows at the El Paso International Airport will grow. The price of air and vehicular travel will increase due to increased airfare prices and increased gas prices. College enrollments are expected to increase in 2022.

CONCLUSION:

The forecast is for the employment and economy to continue to improve. Overall the primary headwind that will affect the El Paso economy is inflationary pressures and supply-chain disruption. Based on interviews with local market participants, the consensus is that the outlook for 2022 is strong with growth continuing to be the forecast.

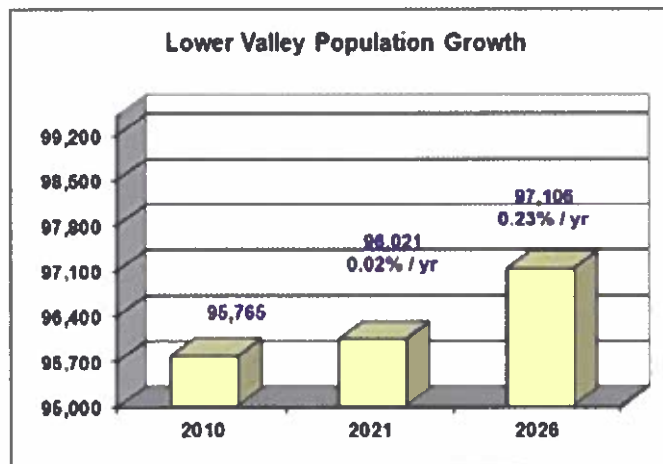
INTRODUCTION:

The purpose of the market area analysis is to analyze factors that may affect property values. A market area is defined as (neighborhood analysis) ***“the objective analysis of observable and/or quantifiable data indicating discernible patterns of urban growth, structure, and change that may detract from or enhance property values; focuses on four sets of considerations that influence value: social, economic, governmental, and environmental factors.”***⁷ The Lower Valley market area of El Paso is defined in detail as follows.

BOUNDARIES:

The neighborhood is centered approximately six miles southeast of the downtown central business district of the City of El Paso. The neighborhood is generally bounded by Interstate Highway 10 (I-10) on the north; the El Paso City Limits to the east, the U.S.-Mexico border on the south, and Loop 375-Border Highway on the west.

POPULATION AND PREDOMINANT LAND USE:



The population can best be described as a mixture of predominantly blue collar and white-collar clerical workers and small business owners. Residential development, therefore, has accommodated the neighborhood population mix and most homes have been built in the lower to medium price

range. The few higher priced homes are generally older structures built when this was

⁷ *The Dictionary of Real Estate Appraisal*, Fifth Edition, 2010, Appraisal Institute, Page 133.

still primarily a rural area, and are found widely dispersed throughout the neighborhood. Older substandard to medium quality mobile home parks are found concentrated primarily along Alameda Avenue.

The Lower Valley comprised 13.4% of total city population or 96,021 by the end of 2021, according to information obtained from the Site to do Business. The area is mostly older and built out. However, the eastern portion of the market area contains various older tracts of farmland that are gradually being developed.

The following chart shows the population growth for all of the market areas located within the City of El Paso. The Lower Valley planning sector has demonstrated a relatively stagnant population since 2010.

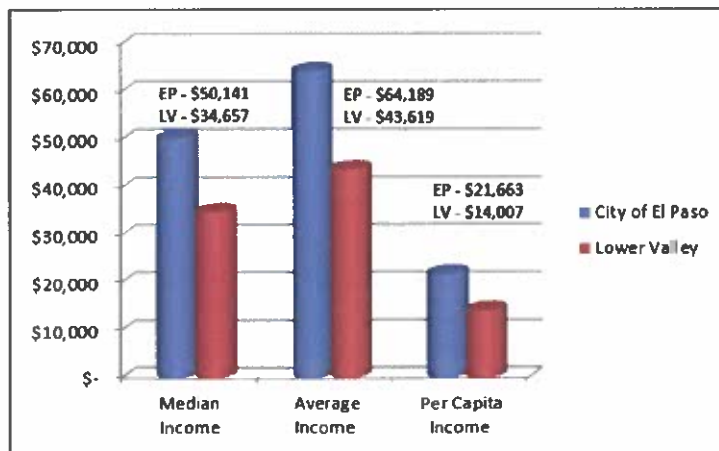
Planning Sector	2010 Census	2021 Estimate	% of County Population	Growth Rate
East	223,410	254,995	35.6%	1.3%
Northeast / Ft. Bliss	123,847	136,347	19.0%	0.9%
Northwest	114,112	123,804	17.3%	0.8%
Lower Valley	95,765	96,021	13.4%	0.0%
Central	104,248	105,478	14.7%	0.1%
Total City	661,382	716,645		0.8%
*Site to do Business does not have 2020 Census data incorporated as of March 2022.				

LAND USE:

Apartment and commercial/retail development are found generally in the northern and eastern sectors of the neighborhood, mainly on major thoroughfares such as Carolina Drive, Yarbrough Drive, and in the vicinity of Zaragoza Road. The older smaller apartment complexes, strip centers, and freestanding commercial/retail buildings are generally confined to the southern sector, south of North Loop Road. Newer good-quality retail development is along Zaragoza Road, North Loop and Americas Avenue.

Industrial development has been concentrated near I-10, on either side of Hawkins Boulevard (Eastside Industrial), Zaragoza Road, and just off Americas Avenue. Eastside Industrial was developed in the early 1960's and was generally built out over twenty years. The industrial on Zaragoza Road is a mixture of older and more recent construction. Industrial development just off Americas Avenue is known as the Pan American Center for Industry and represents good quality industrial. Industrial development is also concentrated along or just off Interstate 10 in the northeastern section of the market area (I-10 Industrial Park). The industrial development is existing with no new development occurring in the past few years.

DEMOGRAPHICS:



The Lower Valley has traditionally been a farming community with low levels of income. As the adjacent graph demonstrates, the current median and average household incomes in the market area are \$34,657 and \$43,619.

The median and average incomes are (30.9%) and (32.0%) below those of the City of El Paso.

The following chart shows the most recent income statistics by market area and by income bracket in the major planning sectors of the City of El Paso.

Neighborhood Analysis

2021 Households by Income	Northwest	East	Lower Valley	Northeast / Ft. Bliss	Central	Horizon	City	County
less than \$15,000	9.6%	9.8%	20.9%	13.1%	26.7%	11.2%	14.4%	14.6%
\$15,000-\$24,000	7.4%	7.3%	15.1%	9.9%	16.3%	8.7%	10.3%	10.4%
\$25,000-\$34,999	8.4%	9.7%	14.3%	11.8%	13.0%	9.8%	11.0%	11.5%
\$35,000-\$49,999	10.4%	14.1%	16.9%	15.6%	14.3%	13.6%	14.1%	14.2%
\$50,000-\$74,999	19.8%	25.6%	19.1%	23.2%	13.8%	21.9%	21.1%	21.0%
\$75,000-\$99,999	12.0%	12.7%	7.3%	11.0%	6.3%	13.7%	10.7%	10.7%
\$100,000-\$149,999	17.5%	14.8%	4.6%	11.3%	6.6%	15.7%	12.1%	11.8%
\$150,000-\$199,999	7.7%	3.5%	1.2%	2.9%	1.4%	4.1%	3.6%	3.4%
\$200,000+	7.3%	2.4%	0.5%	1.2%	1.6%	1.3%	2.7%	2.4%
Median	\$ 65,784	\$ 56,270	\$ 34,657	\$ 49,461	\$ 29,660	\$ 55,483	\$ 50,141	\$ 49,030
Average	\$ 89,831	\$ 69,165	\$ 43,619	\$ 59,158	\$ 45,038	\$ 66,032	\$ 64,189	\$ 62,701
Per Capita	\$ 32,744	\$ 22,033	\$ 14,007	\$ 20,043	\$ 16,323	\$ 17,817	\$ 21,663	\$ 20,388

The following chart shows the income trends for 2021 as compared to 2020. The data is showing an annual increase in median, average and per capita income of between 13.5%; 4.6% and 5.3% for the Lower Valley. The data is showing an increase of between 0.3% and 11.6% for the City of El Paso and an increase of between 1.1% and 12.5% for El Paso County.

Income Trends	Lower Valley			City			County		
	2021	2020	Annual % Change	2021	2020	Annual % Change	2021	2020	Annual % Change
Median	\$ 34,657	\$ 30,538	13.5%	\$ 50,141	\$ 44,947	11.6%	\$ 49,030	\$ 43,580	12.5%
Average	\$ 43,619	\$ 41,703	4.6%	\$ 64,189	\$ 63,983	0.3%	\$ 62,701	\$ 62,007	1.1%
Per Capita	\$ 14,007	\$ 13,298	5.3%	\$ 21,663	\$ 21,494	0.8%	\$ 20,388	\$ 20,055	1.7%

ACCESSIBILITY:

Access to the neighborhood is via I-10, North Loop Road, Alameda Avenue (State Highway 20), South Lee Trevino Drive and the Border Highway (Loop 375), all of these major thoroughfares running generally in a northwest-southeast direction. Yarbrough Drive, Carolina Drive, Paisano Drive, Americas Avenue, Lomaland Drive, and Zaragoza Road provide major northeast-southwest access.

UTILITIES:

The neighborhood is adequately served by all the typical utilities, including water, sewer, electric service, natural gas, and public telephone. No shortages of utility service in the developed portions of the neighborhood were reported and lack of utilities has not been detrimental in the development of the area. Major utility companies servicing the

neighborhood include the El Paso Electric Company, El Paso Water and Texas Gas Service Company.

LIFE CYCLE OF REAL ESTATE MARKETS:

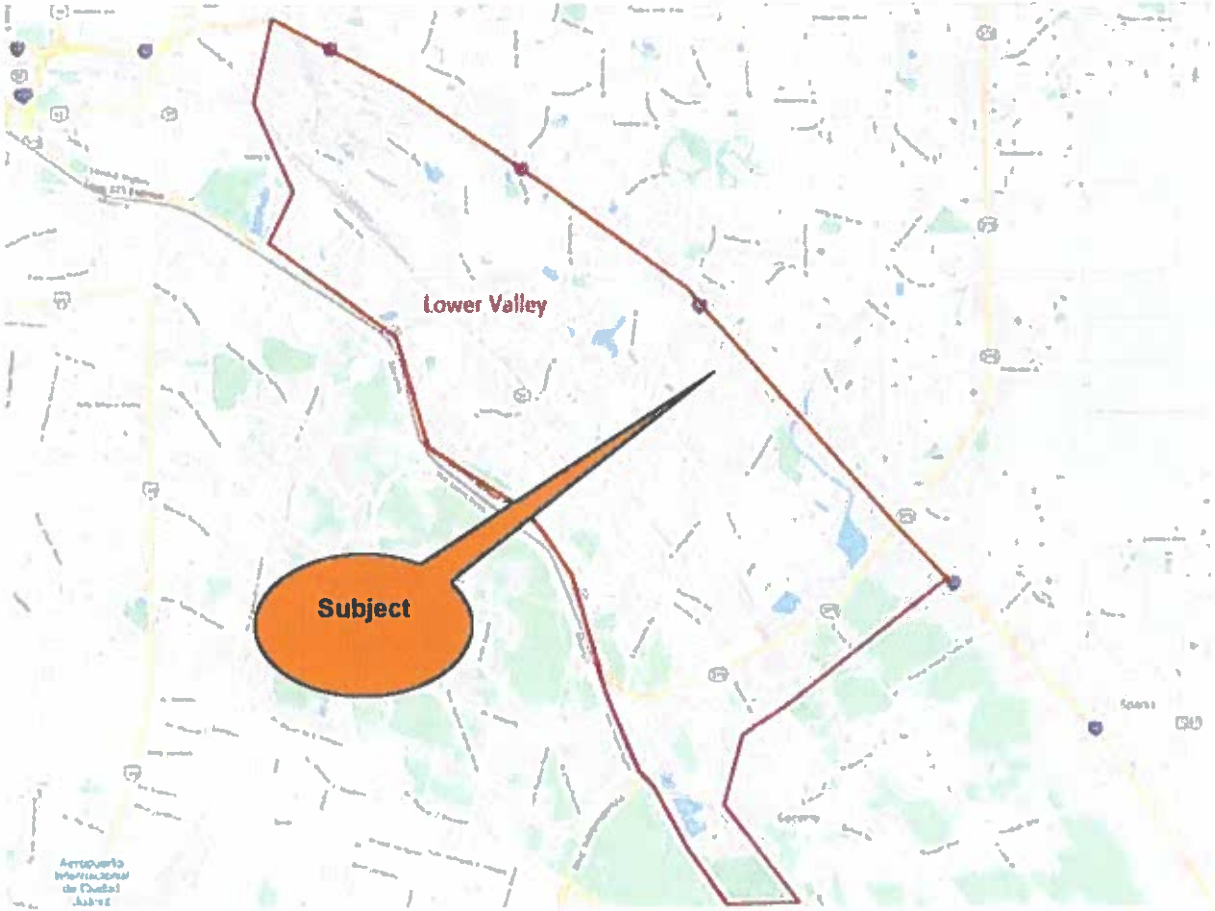
Real estate markets are dynamic, and appraisers describe this quality as a market's life cycle. The four stages of the typical life cycle are:

1. Growth – a period during which the market area gains public favor and acceptance
2. Stability – a period of equilibrium without marked gains or losses
3. Decline – a period of diminishing demand
4. Revitalization – a period of renewal, redevelopment, modernization, and increasing demand

The Lower Valley is an older and built out area. Population growth has been concentrated in East and Northwest El Paso. The Lower Valley has not experienced population growth but is demonstrating an increasing income trend. The area is considered to be in a stability life cycle.

CONCLUSION:

The area is mostly older and built out and well cared for. The market in the neighborhood is considered to be stable. Values are considered to be stable at the present time.



MARKET AREA MAP

SIZE AND SHAPE:

The as is subject property consists of approximately 0.40 acres or 17,424 square feet of vacant land. The land is generally level and at street grade. The land is rectangular in shape. The site is a mid-block location with a lower overall frontage to depth ratio and average overall utility for development. The site has frontage and access from Yermoland Drive.

SOIL:

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.

MINERAL DEPOSITS:

There are no identifiable mineral deposits having commercial value existing on the subject site.

UTILITIES:

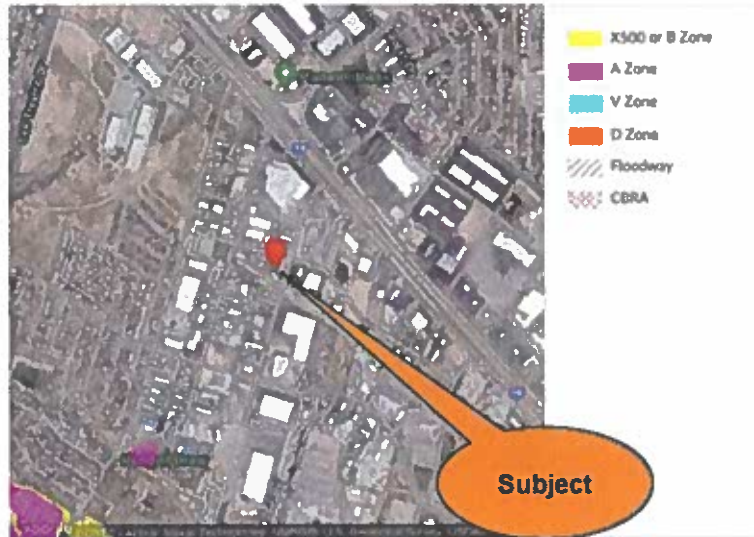
Gas is provided by the Texas Gas Services Company and electric by El Paso Electric Company. Basic telephone service is provided by AT&T. Water and sewer is provided by El Paso Water.

TOPOGRAPHY & FLOOD ZONE:

The site is generally level and drainage appears to be adequate. According to Map #4802140045C of the Federal Emergency Management System as of February 16, 2006, the subject site is not located in a designated flood zone.

Flood Zone Determination: OUT

COMMUNITY	480214	PANEL	0045C
PANEL DATE	February 16, 2006	MAP NUMBER	4802140045C



EASEMENTS AND ENCROACHMENTS:

There are no apparent adverse easements or encroachments affecting the subject site. My appraisal assumes and is made subject to no adverse easements or encroachments affecting the property.

ENVIRONMENTAL:

I have not been provided with an environmental site assessment for the subject. My appraisal assumes and is made subject to the overall subject site not being contaminated by any hazardous substances.

PUBLIC SERVICES:

Police, fire and emergency medical services are provided by the City of El Paso and El Paso County.

SCHOOL DISTRICT:

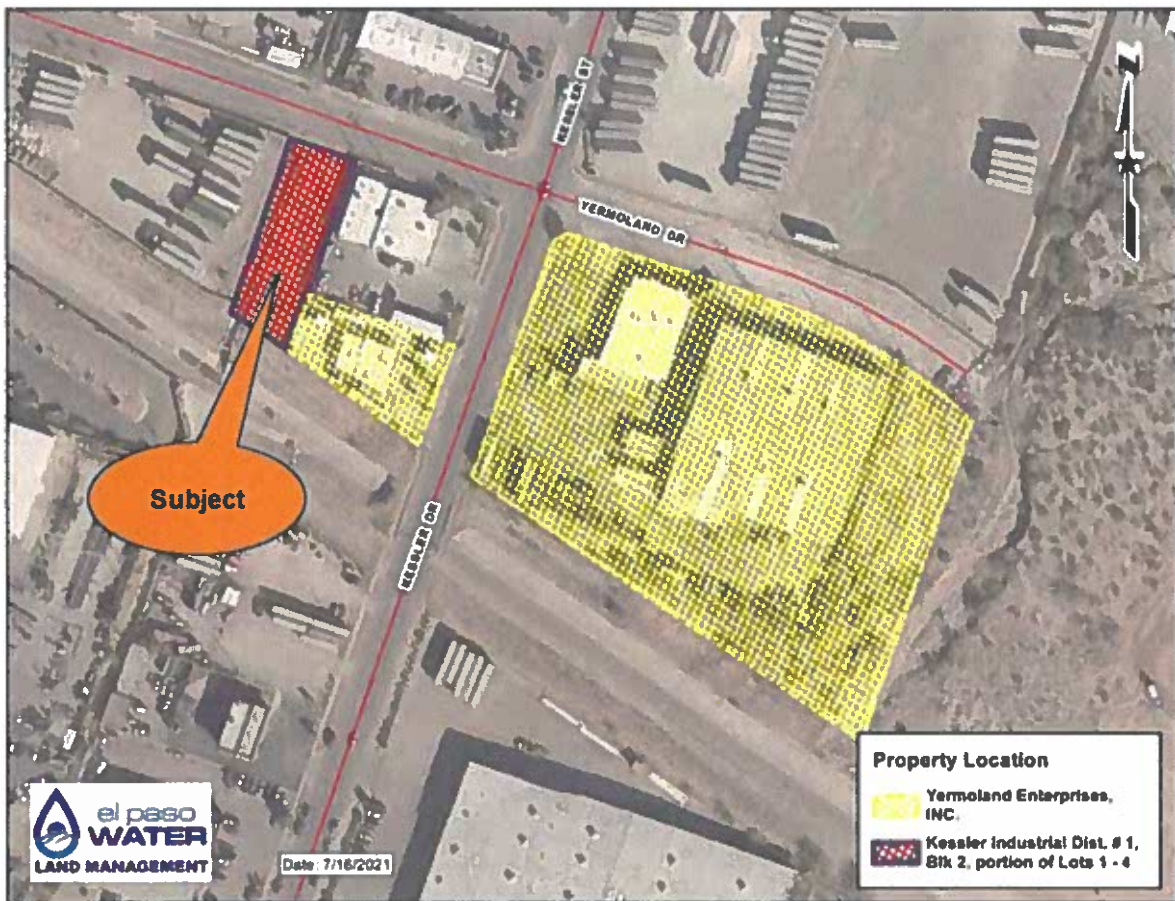
Ysleta Independent School District.

SURROUNDING AREA AND DEVELOPMENT:

The immediate area is reflective of a concentrated light industrial district.

STREETS:

The subject site has frontage from Yermoland Drive. Yermoland Drive is a two-lane, asphalt-paved street that generally lies in an east / west direction.

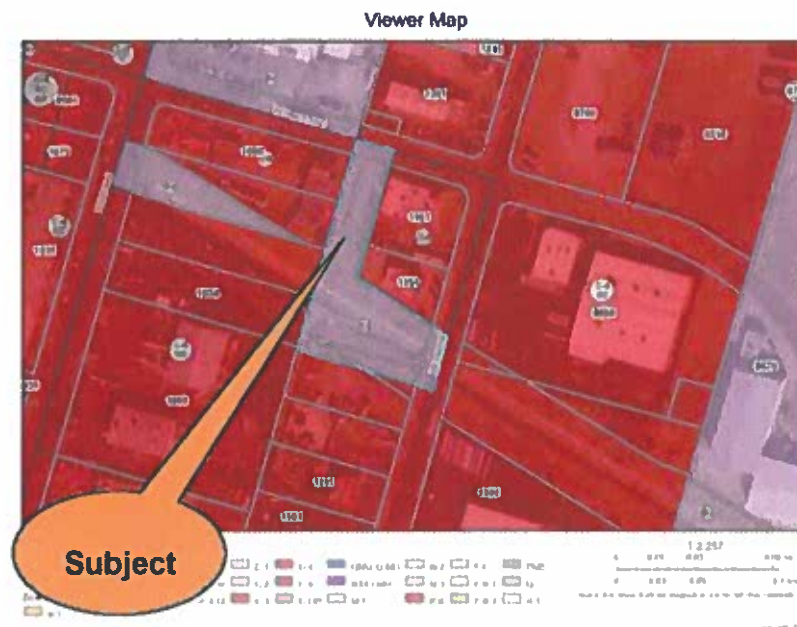


SURVEY

The subject is zoned P-I, Planned Industrial District, which is classified as a Special Purpose District according to the City of El Paso.

“The purpose of this district is to establish an industrial environment for certain types of manufacturing, business or industrial uses which are compatible with any adjacent land use by performance, appearance, and general operating characteristics. The regulations of the district are designed so that all operations and activities, specifically including but not limited to, the storage of materials of all kinds are conducted within a building or appropriately screened.”⁸

The zoning generally allows for light industrial development. The subject is specifically permitted under this zoning.



⁸ “Municipal Code of the City of El Paso, Texas”. Title 20 – Zoning. Current through Ord. #19276 approved 12/14/2021. https://www.municode.com/library/bx/el_paso/codes/code_of_ordinances

Assessed Value & Ad Valorem Taxes

OVERVIEW:

The following is the 2022 assessed value for the subject at the 2021 tax rates.

K283-999-0020-0150	SIZE SF	ASSESSED VALUE
Land	48,636	\$ 75,386
Improvement Value		-
TOTAL		\$ 75,386
TAXING ENTITY	2021 TAX RATE	TAXES
City of El Paso	\$ 0.907301	\$ 684
El Paso County	\$ 0.470181	\$ 354
Ysleta ISD	\$ 1.527000	\$ 1,151
El Paso Community College	\$ 0.134760	\$ 102
University Medical Center	\$ 0.258145	\$ 195
TOTAL TAXES	\$ 3.297387	\$ 2,486
TOTAL ASSESSED VALUE / SF - TOTAL	48,636	\$ 1.55
TOTAL TAXES / SF		\$ 0.05

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."*⁹**

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.

To render a reliable use and value estimate, the highest and best use of the property as if vacant must be considered separately from the highest and best use of the property as improved. This is because the site must be valued as though vacant and available for development to its highest and best use even if the property's existing improvements do not represent the highest and best use of the site.

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 profitability; the highest and best use as if vacant and as improved (if applicable).

⁹ *The Dictionary of Real Estate Appraisal*, 4th Edition, Appraisal Institute, Page 135.

Legally Permissible: The subject site is zoned P-I, Planned Industrial District according to the City of El Paso. Light industrial development is considered to be a legally permissible use of the subject site.

Physically Possible Uses: The subject site contains a total of 17,424 square feet and is rectangular in shape. The site is level and at street grade. Industrial is considered to be a physically possible use.

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 within the subject market area. Physical and legal development of the subject site will support industrial development.

Industrial development is occurring in the greater El Paso area. Occupancies are at their lowest in years and rents are increasing. Industrial demand is very strong for both tenant and owner occupancy. Industrial development is a financially feasible use of the subject site.

Maximally Productive: The principal of maximum productivity states that *"the selected land use must yield the highest value of the possible uses."*¹⁰ It is my opinion that industrial represents a profitable use of the overall subject site and will add value to the site as if vacant.

HIGHEST AND BEST USE AS IF VACANT:

Industrial development is considered as the highest and best use as vacant.

¹⁰ *The Dictionary of Real Estate Appraisal*, 4th Edition, Appraisal Institute, Page 180.

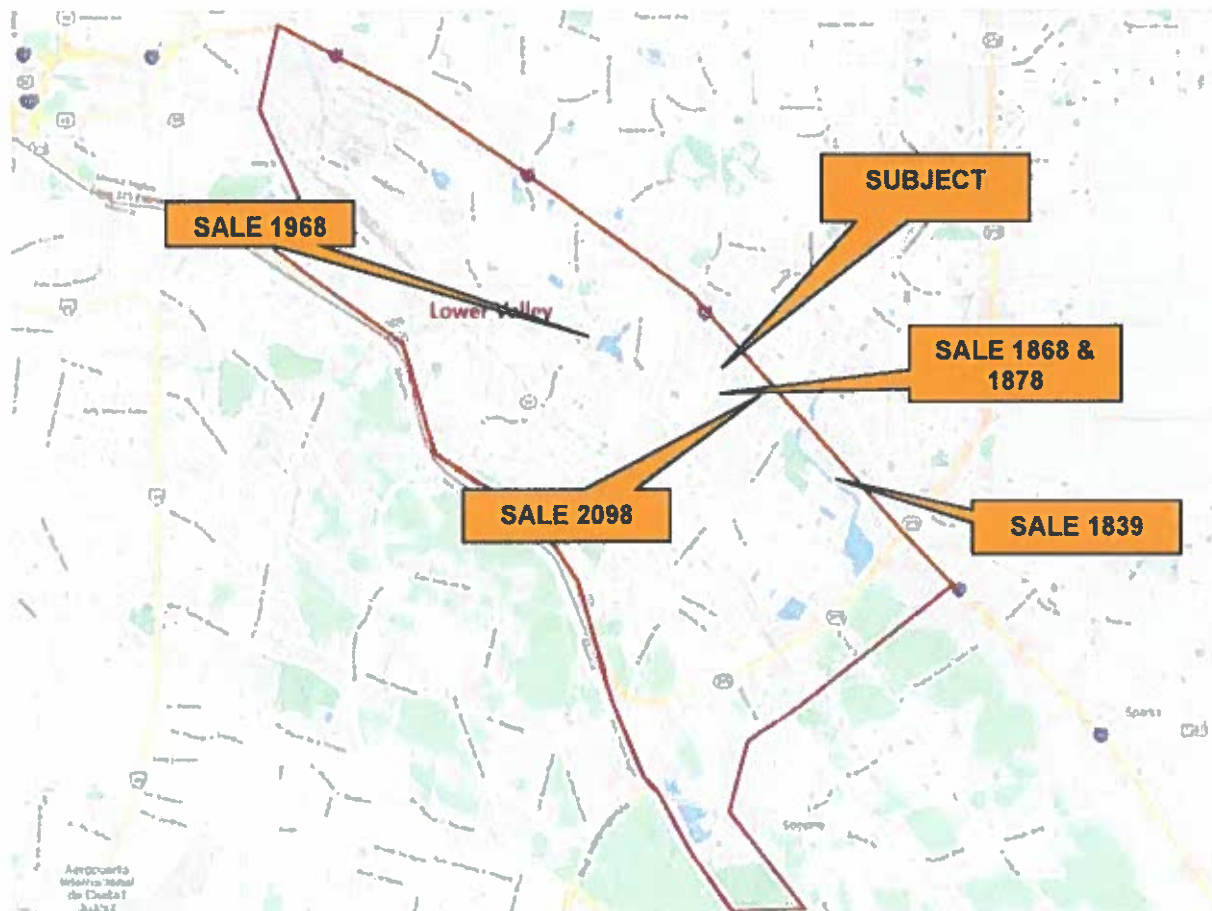
OVERVIEW:

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 THE LAND COMPARABLES:

The following are sales of land that are larger and in more remote areas of the City and surrounding area versus in established industrial parks that have occurred over the past few years. Detailed data sheets are located in the following section.

Sale #	Location	Date of Sale	Size (SF)	Sale Price / SF	Intended Use
2098	1175 Valley Crest Drive	10/21	128,385	\$5.81	Office Warehouse
1968	530 North Yarbrough	02/21	43,564	\$4.59	Office
1868	8736 Yermoland Drive	06/20	90,348	\$5.26	Industrial
1839	Alza Drive	01/20	239,188	\$4.25	Industrial
1878	8736 Yermoland Drive	12/19	39,744	\$5.03	Industrial
Subject	1151 Kesler Drive		17,424		Industrial



COMPARABLE LAND SALES MAP

Sales Comparable No. 2098

Location	Lower Valley
Address	1175 Valley Crest Drive
City	El Paso
State	TX
Zip	79907
PID	V139-999-0030-0300 / 0350
Confirmation	Alma Salinas / Broker & Buyer
Confirming Appraiser	Crysta Levicek
Legal Description	A portion of Lot 3, Block 3, Valley Crest Commercial Park, an Addition to the City of El Paso, El Paso County, Texas



Land Data

Gross Size SF	128,385
Gross Size Acres	2.947
Useable Size SF	128,385
Useable Size Acres	2.947
Zoning	C-4
Zoning Type	Commercial District
Flood Zone	X or C

Located at the corner of Valley Crest Drive and Yermoland Drive. Natural terrain and original topography. Generally, at street grade. Slight slope to the south. All utilities available. Located in a concentrated light industrial district. Purchased for owner occupied office warehouse development.

Transaction Data

Sale Price	\$746,056
Adjusted Price	\$746,056
Date	October 29, 2021
Grantor	Francisco A. Melendez & Rina Melendez
Grantee	Qannex Corp
Instrument #	20210105206
Property Rights	Fee Simple
Conditions of Sale	Arm's Length

219 days on the market.

Economic Indicator Data

Price Per SF/Gross	\$5.81	Price Per Acre	\$253,131
Price Per SF/Useable	\$5.81	Price Per Acre/Useable	\$253,131

Sales Comparable No. 1968

Location	Lower Valley
Address	530 North Yarbrough Drive
City	El Paso
State	TX
Zip	79915
PID	Y700-999-0020-0110
Confirmation	Jose Royo / Listing Agent
Confirming Appraiser	Crysta Levicek
Legal Description	A portion of Lot 1, Block 2, Yarbrough Village, an Addition to the City of El Paso, El Paso County, Texas



Land Data

Gross Size SF	43,564
Gross Size Acres	1.000
Useable Size SF	43,564
Useable Size Acres	1.000
Zoning	C-1 SC
Zoning Type	Commercial District
Flood Zone	X or C

Transaction Data

Sale Price	\$200,000
Adjusted Price	\$200,000
Date	February 11, 2021
Grantor	Taqueria AJIJIC, Inc.
Grantee	San Antonio In-Home Health Care, LLC
Instrument #	20210013447
Property Rights	Fee Simple
Conditions of Sale	Arm's Length

Corner lot with frontage on North Yarbrough Drive and Lafayette Drive. Generally level, with a slope to the south. Slightly irregular in shape with all utilities available. Purchased for the development of an adult home health care location.

Economic Indicator Data

Price Per SF/Gross	\$4.59	Price Per Acre	\$199,980
Price Per SF/Useable	\$4.59	Price Per Acre/Useable	\$199,982

Sales Comparable No. 1868

Location	Lower Valley
Address	8736 Yermoland Drive
City	El Paso
State	TX
Zip	79907
PID	S168-999-0010-0200
Confirmation	Linda Powers via Juan Uribe
Confirming Appraiser	Crysa Levicek
Legal Description	Lot 2, Block 1, of Saurey Subdivision, an Addition to the City of El Paso, El Paso County, Texas



Land Data

Gross Size SF	90,348
Gross Size Acres	2.074
Useable Size SF	90,348
Useable Size Acres	2.074
Zoning	C-4
Zoning Type	Commercial District
Flood Zone	X or C

Level site, graded and slightly above street grade. Frontage on Yermoland Drive. Access easement from I-10. All utilities available. Purchased for industrial development.

Transaction Data

Sale Price	\$475,000
Adjusted Price	\$475,000
Date	June 26, 2020
Grantor	Teton River Properties, LLC
Grantee	Woudenberg Properties, LLC
Instrument #	20200048783
Property Rights	Fee Simple
Conditions of Sale	Arm's Length

102 days on the market

Economic Indicator Data

Price Per SF/Gross	\$5.26	Price Per Acre	\$229,013
Price Per SF/Useable	\$5.26	Price Per Acre/Useable	\$229,014

Sales Comparable No. 1839

Location	Lower Valley
Address	Alza Drive
City	El Paso
State	TX
Zip	79907
PID	1003-999-0080-0400
Confirmation	Deed / Affidavit
Confirming Appraiser	Crysta Levicek
Legal Description	Lot 4, Block 8, 1-10 Industrial Park Replat "A", an addition to the City of El Paso, El Paso County, Texas



Land Data

Gross Size SF	239,188
Gross Size Acres	5.491
Useable Size SF	239,166
Useable Size Acres	5.490
Zoning	C-4
Zoning Type	Regional Commercial
Flood Zone	X or C

Transaction Data

Sale Price	\$1,016,456
Adjusted Price	\$1,016,456
Date	January 27, 2020
Grantor	I-10 Joint Venture
Grantee	Mamma D's, L.L.C
Instrument #	20200007311
Property Rights	Fee Simple
Conditions of Sale	Arm's Length

Interior lot with main frontage and access to Alza Drive. Level with natural terrain and original topography. All utilities available. Average overall utility for development.

Economic Indicator Data

Price Per SF/Gross	\$4.25	Price Per Acre	\$185,113
Price Per SF/Useable	\$4.25	Price Per Acre/Useable	\$185,130

Sales Comparable No. 1878

Location	Lower Valley
Address	8736 Yermoland Drive
City	El Paso
State	TX
Zip	79907
PID	S168-999-0020-0100
Confirmation	Purchase Contract
Confirming Appraiser	Genevieve Pendergras
Legal Description	Lot 1, Block 2, Saurey Subdivision, City of El Paso, El Paso County, Texas



Land Data

Gross Size SF	39,744
Gross Size Acres	0.912
Useable Size SF	39,744
Useable Size Acres	0.912
Zoning	C-4
Zoning Type	Commercial District
Flood Zone	X or C

Transaction Data

Sale Price	\$200,000
Adjusted Price	\$200,000
Date	December 09, 2019
Grantor	Teton River Properties, LLC
Grantee	Heyco Automated Solutions LLC
Instrument #	20190094999
Property Rights	Fee Simple
Conditions of Sale	

Level, slightly irregular shaped parcel of land located in a concentrated light industrial district. Southern boundary is a concrete drainage channel. Below street grade. Purchased for owner occupied office warehouse development.

Economic Indicator Data

Price Per SF/Gross	\$5.03	Price Per Acre	\$219,203
Price Per SF/Useable	\$5.03	Price Per Acre/Useable	\$219,203

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:

Property Rights Conveyed: The sales reflect 100% equity interests of fee simple transactions requiring no adjustment.

Financing Terms: There are no unusual financing terms that require consideration.

Buyer/Seller Motivation: There was no apparent buyer or seller motivation associated with the sales that requires consideration.

Buyer Costs: There were no unusual buyer costs that required consideration.

Market Conditions (Time): Market conditions have been increasing over the past few years. A paired sales analysis that is retained in my files indicates that market conditions have been improving at a rate between 1.15% and 7.16% per year with a mean of 3.25% and a median of 2.34%. I have applied a market conditions adjustment of 3% per year.

Physical Adjustments:

Location: The subject and sales are all located in the Lower Valley with similar locational influences and no adjustment is considered.

Frontage/Corner Influences: Sales 2098, 1968, 1868 and 1839 have superior frontage and or corner influence and are adjusted downward by **10%**.

Utility: The subject and sales have similar utility for development and no adjustment is considered.

Size (Economies of Scale): Economies of scale suggest that smaller properties generally sell for more per unit than larger properties. I have applied a 2% adjustment for every 100% change in size when comparing each sale to the subject.

Topography: Sales 1868 and 1878 were graded sites at sale and are adjusted downward by **10%**.

Zoning: The subject is zoned P-I, which requires a detailed site plan review for development. The sales are superior and are adjusted downward by **5%**.

Other Physical Features: There are no other physical features requiring adjustment.

The following are adjustments to the market transactions.

Site Value Estimate

SITE VALUE ESTIMATE						
PROPERTY INFORMATION	Subject	2098	1968	1868	1839	1878
Sale/Asking Price/SF		\$5.81	\$4.59	\$5.26	\$4.25	\$5.03
Size - Square Feet	17,424	128,385	43,560	90,348	239,188	39,744
Date Of Sale	Apr-22	Oct-21	Feb-21	Jun-20	Jan-20	Dec-19
ECONOMIC ADJUSTMENTS						
Property Rights Conveyed:		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Financing Terms:		Market	Market	Market	Market	Market
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Buyer/Seller Motivation:		Normal	Normal	Normal	Normal	Normal
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Buyer Costs:		Normal	Normal	Normal	Normal	Normal
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fee Simple/Stabilized/Cash Equivalent Price		\$5.81	\$4.59	\$5.26	\$4.25	\$5.03
Market Conditions (Time):	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
		0.6	1.2	1.9	2.3	2.4
Tot. Time Adj.		1.68%	3.66%	5.63%	6.86%	7.11%
Updated Price		\$5.91	\$4.76	\$5.56	\$4.54	\$5.39
PHYSICAL ADJUSTMENTS						
Location:	Lower Valley	Lower Valley	Lower Valley	Lower Valley	Lower Valley	Lower Valley
% Adjustment		0.00%	0.00%	0.00%	0.00%	0.00%
Frontage / Access:	Average, Mid-Block	Superior	Superior	Superior	Superior	Similar
% Adjustment		-10.00%	-10.00%	-10.00%	-10.00%	0.00%
Utility:	Average	Similar	Similar	Similar	Similar	Similar
% Adjustment		0.00%	0.00%	0.00%	0.00%	0.00%
Size (Economies of Scale):	17,424	Larger	Larger	Larger	Larger	Larger
% Adjustment		12.74%	3.00%	8.37%	25.46%	2.56%
Topography:	Natural	Natural	Natural	Graded	Natural	Graded
% Adjustment		0.00%	0.00%	-10.00%	0.00%	-10.00%
Zoning:	P-1	C-4	C-1	C-4	C-4	C-4
% Adjustment		-5.00%	-5.00%	-5.00%	-5.00%	-5.00%
Other Physical Features:		Similar	Similar	Similar	Similar	Similar
% Adjustment		0.00%	0.00%	0.00%	0.00%	0.00%
Composite Physical Adjustment %		-2.26%	-12.00%	-16.63%	10.46%	-12.44%
Composite Physical Adjustment \$		(\$0.13)	(\$0.57)	(\$0.92)	\$0.47	(\$0.67)
INDICATED SUBJECT VALUE / SQ. FT.		\$5.77	\$4.19	\$4.63	\$5.02	\$4.72
			Unadjusted	Adjusted	Applied	
	min		\$4.25	\$4.19		
	max		\$5.81	\$5.77		
	average		\$4.98	\$4.90		
	median		\$4.93	\$4.82	\$ 4.85	
	Indicated Value				\$ 84,506	
	Rounded				\$ 85,000	

SUBJECT SITE VALUE CONCLUSION:

Current Land Value: The adjusted sales indicate a range from \$4.19 to \$5.77 per square foot with a mean and median of \$4.90 and \$4.82 per square foot. The sales are good overall comparisons to the subject. I am of the opinion a value of \$4.85 per square foot is well supported for the subject. This indicates value of **\$85,000**, rounded as summarized in the bottom of the grid.

CONCLUSION:

I am of the opinion that the current market value of the fee simple rights of ownership of the subject site subject as of April 26, 2022, is:

EIGHTY-FIVE THOUSAND DOLLARS

(\$85,000). *

**Subject to the Extraordinary Assumptions and Limiting Conditions as noted on Page 8 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 not provided any services with regard to 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,

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,

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,

As of the date of this report, Genevieve S. Pendergras, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.

Respectfully submitted,



Genevieve Pendergras, MAI
State Certified
TX-1331023G
June 3, 2022

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 05/31/2024
Certified General New Mexico 02600-G expires 04/30/2024

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
Uniform Standards of Professional Appraisal Practice
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
Residential & Commercial Valuation of Solar
Desktop Appraisals
Fundamentals of the Uniform Appraisal Standards for Federal Land Acquisitions
Real Estate Finance Statistics & Valuation Modeling

EMPLOYMENT:

1999 to Present – Partner, Wilkinson, Pendergras & Associates, LP formerly Wilkinson, Pendergras & Beard, LP
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, Ground Leases, Cell Towers, Condominiums, Pecan Orchards, Agricultural Land

REPRESENTATIVE CLIENTS:

Bank of America, Wells Fargo Bank, BBVA Compass Bank (now PNC 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 & Borshchov & Company, Plains Capital Bank, Bank 34, Kemp Smith, PC, The Greater El Paso Chamber of Commerce, Veterans Administration, Medical Center of the Americas

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, Brittain & 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
Cause Number 2018DTX0631, High Ridge Apartments Partners v. El Paso Central Appraisal District, Harrel L. Davis, Legal Counsel, Deposition 2.5 hours; 02/24/2021

PROFESSIONAL & CIVIC AFFILIATIONS:

Appraisal Institute – MAI
Rio Grande Chapter of the Appraisal Institute – Board of Directors, Nominating Committee & Finance Committee
Zoning Board & Adjustment, City of El Paso, Board Member – 2017 - 2019
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



ADDENDA

 First American Title Guaranty Company	Commitment for Title Insurance (T-7) <small>ISSUED BY</small> First American Title Guaranty 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 GUARANTY 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 Guaranty Company




Christopher M. Leavell
President



Jeffrey S. Robinson
Secretary

By 
Authorized Countersignature

This jacket was created electronically and constitutes an original document

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

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 enterderlo 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

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

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: **May 29, 2022, 5:00 pm**

GF No. **220628-COM**

Commitment No. _____, issued **April 13, 2022**

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: , and each successor in ownership of the
indebtedness secured by the insured mortgage,
except a successor who is an obligor under the
provisions of Section 12(c) of the Conditions.

Proposed Borrower: **TBD**

- 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:

A portion out of Lots 1, 2 and 3, Block 2, KESSLER INDUSTRIAL DISTRICT UNIT 1, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 57, Page 11, Real Property Records, El Paso County, Texas, being more particularly described by metes and bounds TO COME.

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):
Restrictive Covenants recorded in/under Volume 1688, Page 523; Volume 1623, Page 212; and Volume 1457, Page 1311, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
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 **2022**, 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 but 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. Matters set forth on the subdivision plat, including but not limited to building set back lines, easements for public utilities, and easements for buried service wires, conduits, etc., with the right to ingress and egress for service, shown on the recorded plat of said addition in Volume 57, Page 11, Real Property Records, El Paso County, Texas. Said easements being utility easements along the northerly and westerly boundary lines of subject property.**
- h. Visible and apparent easements for roads and public utilities existing on the ground.**
- i. Any visible and apparent right of way for roads, drainage, and/or irrigation ditches.**
- j. 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.**
- k. Rezoning Contract and restrictions between ADOLFO LORES, ETAL and THE CITY OF EL PASO, in Volume 1688, Page 523 and Volume 1623, Page 212, Real Property Records, El Paso County, Texas.**
- l. Consent to dedication of plat filed by ELIAS ABRAHAM AND JOSEPH ABRAHAM, JR., in Volume 1251, Page 478, Real Property Records, El Paso County, Texas.**
- m. Protective covenants pertaining to general appearance of improvements contained in deed from CALVIN KESSLER AND GERALDINE J. KESSLER to ROBERT T. CANNON AND SHERI CANNON, filed of record on June 11, 1984, in Volume 1457, Page 1311, Real Property Records, El Paso County, Texas.**
- n. NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.**

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: Company requires metes and bounds prior to closing.**
6. **Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.**
7. **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)**

8. **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.
9. 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.
10. **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.
11. 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.
12. **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 under Official Public Records.
13. **NOTE:** Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.
14. **NOTE:** The Company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from the COVID-19 virus.

Countersigned
WestStar Title, LLC

By 

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 220628-COM

Effective Date: May 29, 2022, 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: Liliana Miranda, President,

Rodolfo Telles, Sr. Senior Vice President, Title Examination Manager

Rachel Samaniego Valles, Senior Vice President & Branch Manager

Olivian Janette Coon, Senior Vice President & Commercial Escrow Manager

Jaime Gloria, Escrow Accounting Manager

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>
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"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., WestStar Bank Holding Company Inc., WestStar Title Holdings, LLC., and Sun City Title, LLC. 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 that are to be used for personal family or household purposes.



TASK ORDER #14

(Check One) ☒ Primary Appraisal ☐ Review Appraisal

Federal or federally-assisted program regulations apply? Yes ☐ No ☒

This Task Order is in accordance with the provisions of the Consulting Services Agreement executed on July 10, 2020, between the El Paso Water Utilities – Public Service Board and Wilkinson, Pendergras & Beard, L.P.

General Purpose: Sale of Land

Address/Location: 1151 Kessler

Legal Description: Portion of Lots 1 to 4, Block 2, Kessler Industrial District #1, approximately 0.40 acres

Owner of Record: City of El Paso – El Paso Water Utilities

Land and Improvements: Land only

Completion & Delivery of Reports Required Due By: 30 to 40 days from Notice to Proceed

Fee Quote: \$2,200.00

**By: Wilkinson, Pendergras & Beard, L.P.
Genevieve S. Pendergras, MAI**

Date: 3/16/22 Signature: [Signature]

Accepted: El Paso Water Utilities – Public Service Board

**By: Robert Davidson
Title: Contract Construction Administrator**

Date: _____ Signature: _____

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

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