ORDINANCE NO. 019467

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO FOR THE PURCHASE PRICE OF $90,000, SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOTS 16 AND 17, BLOCK 1, HADLOCK'S SUBURBAN GARDENS, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF ON FILE IN VOLUME 12, PAGE 20, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.

WHEREAS, Chapter 3(c) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, Chapter 272 of the Texas Local Government Code allows a municipality to sell real property without notice and bidding requirements provided that the sale not be for less than fair market value as determined by an appraisal, the land is located in a reinvestment zone designated as provided by law and the municipality desires to have it developed under a project plan adopted by the municipality for the zone, or the real property interest is being conveyed to a governmental entity that has the power of eminent domain; and

WHEREAS, the Seller has obtained an appraisal for the Property the subject of this Agreement; and

WHEREAS, the Seller has created Tax Increment Reinvestment Zone No. 6 (TIRZ 6) pursuant to Chapter 311 of the Texas Tax Code; and

WHEREAS, the Property is located within TIRZ 6; and

WHEREAS, the City of El Paso desires to have the Property developed under the project plan adopted by the City of El Paso for TIRZ 6; and

WHEREAS, Texas Tech University Health Sciences Center at El Paso has the power of eminent domain; and

WHEREAS, the Seller and Buyer believe the proposed transaction would be mutually advantageous to both parties; and

WHEREAS, the Seller and Buyer wish to effectuate the sale of the Property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as Lots 16 and 17, Block 1, HADLOCK'S SUBURBAN GARDENS, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 12, Page 20, Real Property Records, El Paso County, Texas, such property being owned by the City of El Paso. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO, for the sale of the property, (2) sign any and all documents related and/or necessary to effectuate the sale and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, (4) sign any contract amendments that do not affect the sale price including, but not limited, to time extensions associated with due diligence periods, and (5) sign any documents necessary to effectuate any rights or obligations in relation to the sale and closing of the property.

PASSED AND ADOPTED this 11th day of April 2023.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
Municipal Clerk

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza
Capital Assets Manager

ORDINANCE NO. 019467

ORDINANCE NO. 019467

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the 11 day of April, 2023, by and between **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**"), and **TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO**, a public institution of higher education in the State of Texas ("**Buyer**").

WHEREAS, Seller owns that certain real property parcels consisting of approximately 0.1354 acres lying and being in El Paso, County of El Paso, Texas, as more particularly described on Exhibit A attached hereto, and any and all improvements located thereon and all right, title and interest of Seller in and to any and all easements, rights of way, privileges, appurtenances, and rights of same belonging to, and inuring thereto (the "**Property**"). The legal description of the Property is subject to verification by the Title Company.

WHEREAS, Buyer, as a Texas public institution of higher education has been afforded the power to exercise eminent domain and has expressed interest in purchasing the Property from Seller.

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

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Purchase and Sale of Property.**

   (a) Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms, covenants and conditions set forth in this Agreement, the Property. Property as described on Exhibit A.

   (b) [*intentionally deleted*]

   (c) The purchase price for the Property shall be $90,000 ("Purchase Price"). The Purchase Price shall be payable as follows:

      (i) No later than (10) business days after the Effective Date (as defined below) Buyer shall wire transfer to Lone Star Title Company of El Paso, Inc., 6701 North Mesa Street, El Paso, Texas 79912 ("**Title Company**") an initial deposit in the amount of $2,391.58 (see Section 3 below) (the "**Deposit**"), to be held by the Title Company as escrow agent, subject to the terms of a mutually satisfactory escrow agreement. If this Agreement is not terminated prior to the expiration of the Inspection Period (as defined in Section 3 below) the Deposit shall become nonrefundable automatically, Seller shall credit such amount against the Purchase Price at the closing of the transaction contemplated by this Agreement (the "**Closing**") unless Seller defaults on its

obligations under this Agreement, in which case the Deposit will be refunded to the Buyer upon termination of this Agreement for default.

(ii) As used in this Agreement the term "**Effective Date**" shall mean the date that this Agreement is signed by both parties. NONE OF THE TERMS OR PROVISIONS SET FORTH IN THIS AGREEMENT ARE LEGALLY BINDING UNTIL SIGNED BY BOTH PARTIES.

(iii) At Closing Buyer shall pay Seller the balance of the Purchase Price, subject to the adjustments set forth in this Agreement.

(iv) All payments shall be made by wire transfer of immediately available funds.

(d) The Closing will be handled by the Title Company (the "**Closing Agent**") and shall take place pursuant to a commercially reasonable escrow arrangement. The Closing Agent shall be responsible for preparing a closing checklist no later than (7) days after the expiration of the Inspection Period, a settlement statement for the review and approval of the parties, receiving the Purchase Price proceeds, disbursing the Purchase Price proceeds, causing all documents to be recorded and otherwise conducting the Closing. The "**Closing Date**" for this transaction will occur within (21) days after the expiration of the Inspection Period on a date designated by Seller in a written notice provided to Buyer at least (5) days before the Closing Date.

(e) On the Closing Date, Seller shall deliver to Buyer (i) a duly executed and acknowledged general warranty deed as attached to this Agreement as Exhibit D ("**Deed**") conveying title to the Property; (ii) a sworn affidavit stating, under penalty of perjury, that Seller is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended ("**Code**") or other appropriate evidence that Seller is not required to withhold taxes under Section 1445(a) of the Code; (iii) a title affidavit and indemnity agreement sufficient to enable the Title Company to issue a policy of title insurance without standard exceptions and in form and substance reasonably satisfactory to Seller; and (iv) such other documents or certificates as Title Company or Buyer reasonably requests to effect the Closing and transfer of title to the Property as described herein, such as documents showing the authority of the persons signing on behalf of Seller and releases of any liens.

2. Title Contingency.

(a) Buyer shall, at Buyer's expense, obtain a title insurance commitment issued by the Title Company committing to insure good and indefeasible fee simple title to the Property, free and clear of all liens, encumbrances, restrictions, easements, and conditions not acceptable to Buyer, in its reasonable discretion, except as otherwise may be specified in this Agreement.

(b) In the event title is not found by Buyer's attorney to be good and indefeasible, the Buyer's objections to title shall be specified in writing and delivered to Seller within (7) days following the Effective Date ("**Title Objection Notice**"), and Seller shall

notify Buyer, within (7) days after its receipt of the Title Objection Notice, whether or not Seller will cure the objectionable title matters specified therein ("**Seller's Cure Notice**"). If Seller is unable or unwilling, in its sole discretion, to eliminate or cure all such objectionable title matters, or to make arrangements satisfactory to Buyer, in its reasonable discretion, to have all such matters eliminated or cured prior to Closing, and provided that Buyer shall not thereafter waive such disapproved matters (in which case such matters shall then be deemed "**Permitted Exceptions**"), Buyer shall have the right, at its option, to terminate this Agreement within (5) days after Buyer's receipt of Seller's Cure Notice or Seller's failure to send the Seller's Cure Notice by delivering written notice thereof to Seller, whereupon the Deposit shall be returned to Buyer and all liability by reason of this Agreement shall cease except such liability as expressly survives termination. If Buyer does not terminate this Agreement within (5) days after Buyer's receipt of Seller's Cure Notice or Seller's Failure to send the Seller's Cure Notice, such title objections shall be deemed Permitted Exceptions. Furthermore, if Buyer does not deliver the Title Objection Notice to Seller within the (7) day-time period referenced above, then Buyer will be deemed to have approved Seller's title to the Property, and all title exceptions shall be deemed Permitted Exceptions.

(c) Notwithstanding the provisions of Section 2(b) above, the term "Permitted Exceptions" shall not include, and Seller's conveyance of title to the Property shall not be subject to, mechanics' or materialmen's liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.

3. **Inspection Period.**

(a) Buyer shall have up to (6) months or upon completion of the environmental site assessments, whichever occurs first, after the Effective Date ("**Inspection Period**") to complete any investigation reasonably necessary to permit Buyer to determine whether to purchase the Property, in its sole judgment, including the environmental condition of the Property. Prior to performing any such inspections of the Property, Buyer shall obtain Seller's approval, which shall not be unreasonably conditioned, withheld or delayed. Throughout the Inspection Period, Buyer may enter upon the Property for the approved inspections at specific times approved by the Seller during Seller's normal business hours upon providing not less than (24) hours advance notice to Seller. In the event Buyer determines that the environmental condition of the property requires further assessment, upon consultation with Seller, Buyer has the option to extend the inspection period as it deems necessary, with no additional consideration, and provided the extension shall not exceed December 31, 2024. If Buyer does not deliver a written termination notice to Seller prior to the expiration of the Inspection Period, the Inspection Period shall be conclusively presumed to have been satisfied or waived, the Deposit shall be non-refundable pursuant to Section 1(b)(i), and Buyer shall be bound to close as provided in this Agreement. If Buyer does send a written termination notice to Seller prior to the expiration of the Inspection Period, then this Agreement shall be deemed

terminated except such liability as expressly survives termination and the Title Company shall promptly refund the Deposit, minus reasonable fees and charges incurred by Seller before receipt of notification of termination, to Buyer. Notwithstanding anything to the contrary, during the Inspection Period, the Buyer may terminate this Agreement for any or no reason and recover the deposit in full.

(b) All inspections and reports shall be conducted at Buyer's sole risk and expense. In connection with Buyer's inspection of the Property, Buyer shall restore the Property to at least as good as its condition immediately prior to Buyer's entry. Nothing in this Agreement prevents the Seller from filing any claims against the Buyer for any actions from the Buyer or its contractors.

(c) Buyer shall cause any of its contractors conducting any inspections to maintain and have in effect commercial general liability insurance, auto insurance, workers compensation insurance and other insurance required by Seller in its reasonable discretion, with such insurance including coverage of not less than $1,000,000 per occurrence for personal injury, including bodily injury and death, and property damage. Such insurance shall be with companies licensed to do business in the State of where the Property is located. Buyer shall deliver to Seller, prior to commencement of any of Buyer's activities under Section 3(c), certificates of insurance evidencing that the insurance required hereunder has been obtained and is in effect.

(d) Subject to the requirements of the Texas Public Information Act, or any other laws requiring the disclosure of public documents, Buyer acknowledges that, prior to Closing, any information not otherwise known to the public obtained by Buyer in the conduct of its due diligence shall be treated as confidential and shall be used only to evaluate the acquisition of the Property from Seller and, in such connection, may be provided only to Buyer's professional consultants, potential lenders and investors, and lawyers. Buyer will notify Seller of any requests made by the public for any documents pertaining to any of the information listed in this provision above in order to allow the Seller, at its own expense, to take action regarding such request for information. Notwithstanding anything to the contrary, Seller agrees that this Agreement requires the approval of the El Paso City Council, the Texas Tech University System Board of Regents, and that this Agreement may be released to the public pursuant to a Public Information Act request.

(e) Buyer shall not permit any mechanics' or other liens to be filed against the Property by reason of labor or materials furnished to the Property at the direction or request of Buyer or its representatives, agents or contractors. If any such lien is filed against the Property, Buyer shall cause the lien to be discharged of record or bonded within (7) days after notice to Buyer of the filing of any such lien. The provisions of this Section 3(f) shall survive any termination of this Agreement.

(f) Upon Seller's request, Buyer shall promptly provide Seller copies of any information and reports obtained by or prepared by Buyer pursuant to this Section

3. The provisions of this Section 3(g) shall survive the Closing or termination (for any reason) of the Agreement.

(g) Seller will make a good faith effort to deliver to Buyer, within (5) business days following the Effective Date, copies of the following: ALTA Surveys, "as built" plans for any improvements on the Property, tax bills showing the amount of the current real property tax and the assessed value of the land, environmental reports of the Property and the improvements on the Property, any leases or agreements permitting any third party to enter or occupy any portion of the Property, service agreements relating to the Property, title commitments, feasibility studies, any material studies, reports, tests and surveys with respect to the physical and environmental condition of the Property to the extent in Seller's possession.

4. Seller's Warranties and As Is Condition.

(a) The Seller, subject to any resulting title insurance policy purchased by Buyer, provides to the Buyer the following representations and warranties to the best of Seller's knowledge:

(ix) The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

(ii) The Property is served with water, sewer, gas, electric, telephone and drainage facilities and service pursuant to valid and binding permits and contracts sufficient to permit the continued normal operation of the Property; [this section is not applicable to undeveloped parcels]

(iii) No leasehold rights or interests have been granted and are currently in effect involving the Property;

(iv) No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;

(v) There are no pending claims of damage to the property or injury to person occurring on the Property;

(vi) There are no lawsuits, claims, attachments, executions or proceedings pending or, to the best of Seller's knowledge, threatened against or involving Seller or the Property;

(vii) Seller has no knowledge of any fact or condition existing which would result or could result in the termination or reduction of the current access from the Property to existing highways and roads or to sewer or other utility services presently serving the Property; [subject to Title commitments]

(viii) The Seller has not received any notices of any claims, condemnations, planned public improvements, pending special assessments, zoning or subdivision changes, or other adverse matters affecting the Property; and

(ix) There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

5. Prorations. Real estate taxes and assessments will be prorated as of the date of Closing, based upon the last actual tax bills available. If the actual tax bills are not available for the current tax fiscal year, then prorations will be based on the tax bills for the prior tax fiscal year and, upon the request of either party, the parties will re-prorate and adjust the tax prorations when the tax bills for the current tax fiscal year of Closing become available.

6. Costs/Closing Credit. Buyer shall pay all fees associated with the preparation of any title commitment, as well as the premium for a standard owner's policy of title insurance, any additional premium required for an ALTA extended owner's policy of title insurance, and the cost of any endorsements requested by Buyer. Buyer shall also pay for all fees incurred for recording the Deed, preparing any survey map that may be desired by Buyer, and any state and local transfer, conveyance and recordation taxes and fees. [Ask CM] Seller and Buyer shall share equally the escrow fees charged by the Title Company. Each party shall pay its own attorneys' fees.

7. Buyer's Certificate. Buyer hereby makes the following representations to Seller:

(a) Buyer is the Texas Tech University Health Sciences Center at El Paso.

(b) Buyer has the full power, authority and legal right to execute and deliver this Agreement and to consummate the transactions and perform its obligations as contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action, and this Agreement has been duly and validly executed and delivered by Buyer.

(c) Buyer nor any of their affiliates, nor any of its partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

8. Seller's Certificate. Seller hereby makes the following representations to Buyer:

(a) Seller is the City of El Paso, Texas.

(b) Seller has the full power, authority and legal right to execute and deliver this Agreement and to consummate the transactions and perform its obligations as contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action, and this Agreement has been duly and validly executed and delivered by Seller.

(c) Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

The provisions of this **Section 8** shall be merged into the Deed upon transfer of title.

9. Assignment. Neither party may assign its rights and obligations hereunder without obtaining the prior written consent of the other party; provided, however, upon prior notice to Buyer, Seller shall be permitted to assign its rights and obligations hereunder to any party that directly or indirectly (i) controls Seller (ii) is controlled by Seller, (iii) is under common control with Seller. No assignor shall be released from any of its obligations or liabilities under this Agreement.

10. Notices. All notices or tender required or permitted herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by written notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

Seller:	City of El Paso Attn: City Manager P.O. Box 1890 El Paso, TX 79950-1890
Copy:	City of El Paso Attn: City Attorney P.O. Box 1890 El Paso, TX 79950-1890
Copy:	City of El Paso Attn: Capital Assets Manager 218 N. Campbell Street, Third Floor El Paso, TX 79901 Email: realestate@elpasotexas.gov
Buyer:	Texas Tech University Health Sciences Center at El Paso Attn: Richard A. Lange, M.D., M.B.A., President 5001 El Paso Drive, MSC 11001 El Paso, Texas 79905

Copy: Texas Tech University Health Sciences Center at El Paso
Attn: Contracting Department
5001 El Paso Drive, MSC 51014
El Paso, Texas 79905
Email: ElpContractDept@ttuhsc.edu

Any such notice or communication shall be sufficient if sent (i) by registered or certified mail, return receipt requested, postage prepaid; (ii) by hand delivery; (iii) by overnight courier service; or (iv) by telecopy or email, with an original by first class mail. Any such notice or communication shall be effective when delivered to the recipient or upon refusal of such delivery.

11. Casualty Loss/Condemnation. As used herein, the term "Casualty Loss" means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of the Property or a portion thereof, in each case, prior to Closing. Seller shall promptly give Buyer written notice ("Casualty Notice") of any Casualty Loss of which Seller becomes aware. In the event of a Casualty Loss in excess of $50,000.00, Buyer shall have the option, which must be exercised within (30) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, the Deposit shall be returned to Buyer and all rights, duties, obligations and liabilities created hereunder shall cease except such liability as expressly survives termination. If Buyer proceeds with Closing, whether or not the Casualty Loss exceeds $50,000.00, it shall acquire the Property in accordance with the terms hereof and Seller shall transfer to Buyer all of its rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss and pay to Buyer all sums paid to Seller as insurance proceeds, awards or other payments arising out of such Casualty Loss. Seller shall at times keep the Property insured for the full insurable value thereof. The terms and provisions of this Section 14 shall survive the Closing. Notwithstanding anything to the contrary, as of the Effective Date, the Seller will not make any improvements or alterations to the Property without the Buyer's consent. As of the Effective Date, the Seller must maintain the Property in a good state of repair.

12. Remedies.

(a) If Seller fails to perform any of Seller's material obligations under this Agreement, and the same continues until the date that is the earlier of (i) the Closing Date or (ii) (5) days after Seller's receipt of written notice from Buyer, Buyer may, as Buyer's sole remedy for Seller's failure, either pursue specific performance of this Agreement or cancel this Agreement within (10) business days after the expiration of the relevant time period specified in clauses (i) and (ii) above, in which event the Deposit shall be returned to Buyer.

(b) If Buyer fails to perform any of Buyer's material obligations under this Agreement and the same continues until the date that is the earlier of (i) the Closing Date or (ii) (5) days after Buyer's receipt of written notice from Seller, Seller may, as Seller's sole remedy for Buyer's failure, cancel this Agreement within (10) business days after the expiration of the relevant time period specified in clauses (i) and (ii) above, in which case the Deposit, to the extent permitted by Texas law, will be paid to Seller as liquidated damages.

13. Miscellaneous.

(a) Paragraph headings contained herein are included solely for convenience of reference and shall in no way affect the construction of this Agreement. The headings are not intended to limit or define the meaning of any provision of this Agreement. Any exhibits to this Agreement are fully incorporated in the text of this Agreement.

(b) IT IS HEREBY EXPRESSLY AGREED BY THE PARTIES THAT TIME IS "OF THE ESSENCE" WITH RESPECT TO THE CLOSING OF THIS AGREEMENT AND THE CLOSING DATE.

(c) This Agreement shall be governed by the law of the State where the Property is located.

(d) Each party shall execute, acknowledge, and deliver, at or after the Closing date, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(e) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

(f) This Agreement may be executed in counterparts, and transmitted by facsimile by and to each of the parties, and each such counterpart shall be deemed an original, and all of them together shall constitute a single instrument.

(g) The parties acknowledge that each party and its counsel have reviewed, commented on and approved this Agreement and any rule of construction otherwise requiring any ambiguities within this Agreement to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(h) Subject to the terms of Section 3(e) herein, Seller and Buyer each hereby covenants and agrees with the other that it will use its reasonable efforts, acting in good faith, not to disclose or permit the disclosure of the existence or the terms of this Agreement, or the transactions contemplated herein, to any other person, without the other party's consent; provided, however, the parties may disclose this Agreement and the transactions contemplated herein to the parties' attorneys, consultants or other agents, or as required by law or by any governmental agency, or reasonably believed by the parties' attorneys to be required by law; and provided further that the parties may disclose this Agreement and the transactions contemplated herein to the parties' attorneys or as required by law or by any governmental agency, or reasonably believed by the parties' attorneys to be required by law.

(i) In the event that any time period set forth in this Agreement would otherwise expire on a Saturday, Sunday or holiday, such time period shall be deemed to be automatically extended to the next business day.

14. Complete Agreement and Amendments. This Agreement, including any exhibits, expresses the entire agreement of the parties. There are no other understandings, oral or written, which in any manner alter or enlarge its terms. This Agreement supersedes any and all prior agreements between the parties hereto regarding the Property. This Agreement may be amended, but only in writing and only if such writing is executed by the party to be charged.

(Signature page follows)

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first above written.

SELLER: CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza
Capital Assets Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 11th day of APRIL, 20 23, by Tracey Jerome for **Tomás González,** as **City Manager** of the **City of El Paso, Texas.**

MARY KATZ
NOTARY PUBLIC
ID# 12790112-5
In and for the State of Texas
My Commission Expires
06-04-2026

Notary Public, State of Texas

My commission expires: 06 04 , 2026

(Signatures continue on the following page)

BUYER: TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO

By: Richard Lange

Name: Dr. Richard A. Lange

Title: President, TTUHSC El Paso

Date: 03/03/23

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 3rd day of MARCH, 2023, by Dr. Richard A. Lange, President of TTUHSC El Paso.

Elizabeth M Badillo
Notary Public, State of Texas
Comm. Expires 07/23/2025
Notary ID 12407549-1
Notary Without Bond

Notary Public, State of Texas

My commission expires: 07 / 23 / 25

EXHIBIT "A"

Legal Description of Property
[to be confirmed with the title commitment]

Address	Property ID	Geographic ID	Total Square Footage	Acres
221 Colfax	329743	H04299900103700	5,900	0.1354

EXHIBIT "B"

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

GENERAL WARRANTY DEED

Effective Date: April 11th, 2023

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

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

Grantee: Texas Tech University Health Sciences Center at El Paso

Grantee's Mailing Address: 5001 El Paso Drive – MSC 51014
El Paso, Texas 79905

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Real Estate Property, as more particularly described in the attached survey and metes and bounds as **Attachment "A"**.

CONSIDERATION

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

EXCEPTIONS TO CONVEYANCE
See permitted exceptions attached to this deed as Attachment "B"

RESERVATIONS TO CONVEYANCE
NONE

WARRANTY AND CONVEYANCE:

Grantor, for the Consideration and subject to the reservations from and exceptions to conveyance, grants sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's

successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance.

For the same Consideration, Grantor hereby grants, sells, and conveys assigns and delivers to Grantee, all right, title and interest, if any, of Grantor, as owner of the Property in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right of way, opened or proposed, abutting or adjacent to the Property, and (iii) any easements, rights of way, rights of ingress and egress or other interest in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed.

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

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

EXECUTED by Grantor the 11th day of April, 2023

GRANTOR:

By: Tracey Jerome

Name: Tracey Jerome

Title: Senior Deputy City Manager

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF El Paso

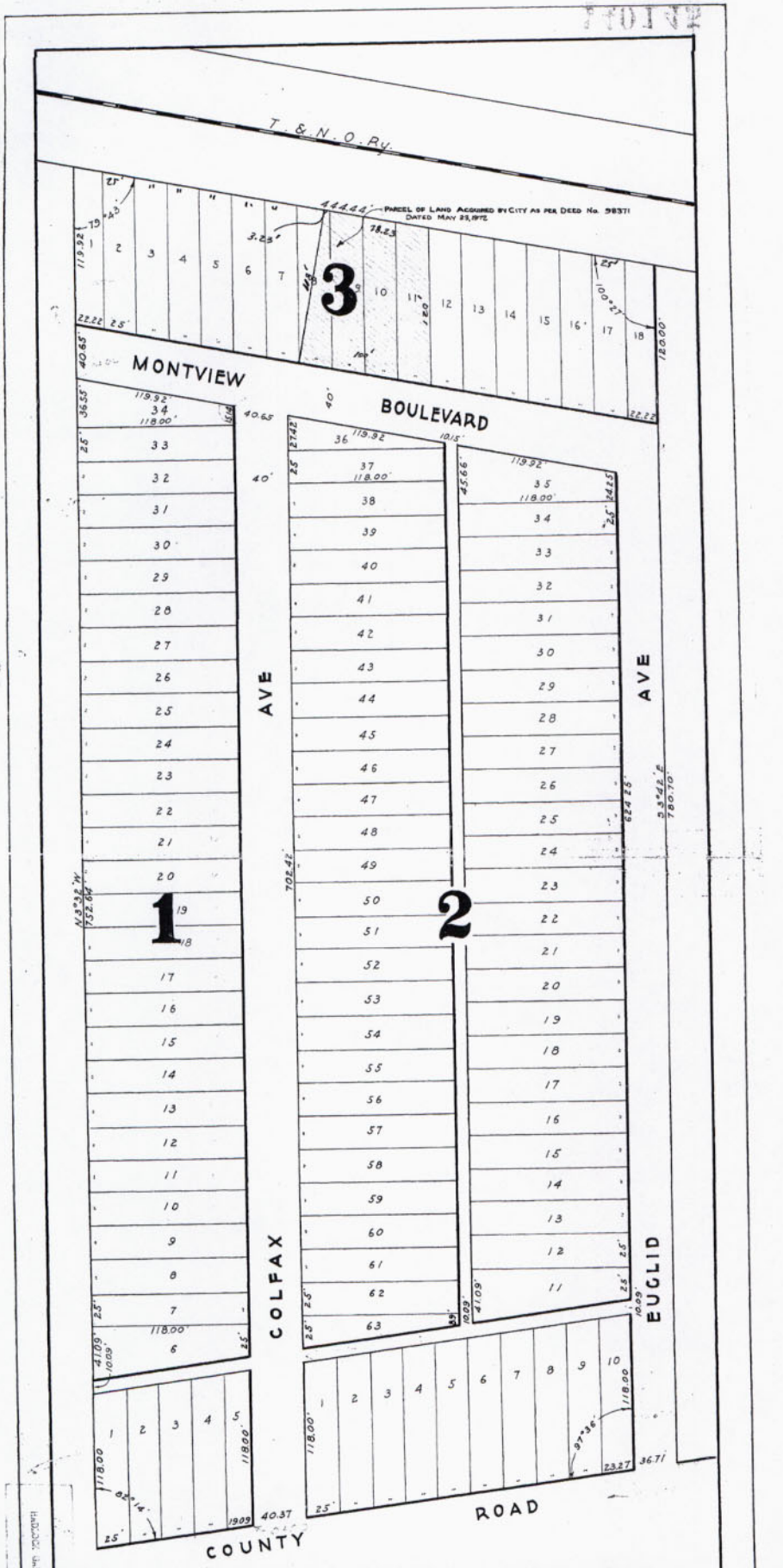
This instrument was acknowledged before me this 11th day of April, 2023 by Tracey Jerome in its capacity as SR. DEP. CITY MANAGER on behalf of Grantor.

MARY KATZ
NOTARY PUBLIC
ID# 12790112-5
In and for the State of Texas
My Commission Expires
06-04-2026

Mary Katz
Notary Public in and for the State of Texas

Attachment "A"

Property: Lots 16 and 17, Block 1, HADLOCK'S SUBURBAN GARDENS, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 12, Page 20, Real Property Records, El Paso County, Texas.



HADLOCK'S SUBURBAN GARDENS

SCALE 1" = 50'

Copied from Deed Records 152 Pg 1 dated 1912

PROPERTY OF CITY ENGINEERING DEPARTMENT - EL PASO, TEXAS - Wolfert

140147 118-119 File - 6-4.

Doc # 20230035149
#Pages 20 #NFPages 1
05/17/2023 11:34 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $102.00

eRecorded

I hearby certify that this instrument was filed on the date and time stamped heron by me and was duly recorded by document number in the Offical Public Records of real Property in El Paso County.

EL PASO COUNTY, TEXAS