

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

AGENDA DATE: November 21, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicholas Ybarra (915) 212-6000
Mary Lou Espinoza (915) 867-2629

DISTRICT(S) AFFECTED: ETJ

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: No. 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:

A resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of real property, consisting of approximately 24 acres of land located within El Paso County, described as a portion of the S/2 NW/4 of Section 17, Block 79, Township 3, T & P RR Surveys, El Paso County, Texas, for the purchase price of \$8,900,000. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Samaniego Joint Venture for the purchase of the property, (2) sign any and all documents related and/or necessary to effectuate the purchase and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property, and (5) make any necessary budget transfers to effectuate the intent of this Resolution.

BACKGROUND / DISCUSSION:

The City of El Paso desires to acquire approximately 24 acres of land located within El Paso County, described as a portion of the S/2 NW/4 of Section 17, Block 79, Township 3, T & P RR Surveys, El Paso County, Texas.

PRIOR COUNCIL ACTION:

No

AMOUNT AND SOURCE OF FUNDING:

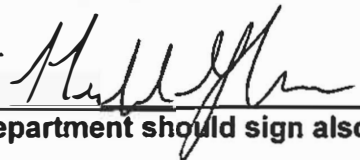
\$8,900,000; ESD Capital Funds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Real Estate
SECONDARY DEPARTMENT: Environmental Services

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

DEPARTMENT HEAD: Nicholas N. Ybarra- Environmental Services Director



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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, is authorized to effectuate the purchase and closing of certain real property consisting of approximately 24± acres lying and being in El Paso, County of El Paso, Texas, as more particularly described on Exhibit A attached hereto, in the City of El Paso, El Paso County Texas for the appraised value of \$8,900,000. Such property being owned by SAMANIEGO JOINT VENTURE. Further, the City Manager or designee is authorized to: (1) execute a Purchase and Sale Agreement with SAMANIEGO JOINT VENTURE for the purchase of the property, (2) sign any and all documents related and/or necessary to effectuate the purchase and closing of the property, (3) exercise all rights and obligations as provided in the Purchase and Sale Agreement, and (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property, and (5) make the necessary budget transfers to effectuate the intent of this resolution.

APPROVED this _____ day of _____, 2023.

THE CITY OF EL PASO:

ATTEST:

Oscar Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2023, by and between SAMANIEGO JOINT VENTURE ("Seller") and CITY OF EL PASO ("Buyer").

WHEREAS, Seller owns that certain real property consisting of approximately 24± 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, 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.
- (b) The purchase price for the Property shall be equal to Eight Million Nine Hundred Thousand and no/100 Dollars (\$8,900,000) ("Purchase Price"). The Purchase Price shall be payable as follows:
 - (i) No later than (30) 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 Fifty Thousand and no/100 Dollars (\$50,000) (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) A portion of the Deposit consisting of Five Thousand and No/100ths Dollars (\$5,000.00) ("Independent Consideration") shall be delivered to Seller if Buyer terminates this Agreement prior to the expiration of the Inspection Period as independent consideration for Buyer's right to review and inspect the Property and to terminate this Agreement prior to the expiration of the Inspection Period.
 - (iii) 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.

- (iv) At Closing Buyer shall pay Seller the balance of the Purchase Price, subject to the adjustments set forth in this Agreement.
- (v) All payments shall be made by wire transfer of immediately available funds.
- (c) 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 five (5) 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 fifteen (15) days after the expiration of the Inspection Period.
- (d) On the Closing Date, Seller shall deliver to Closing Agent (i) a duly executed and acknowledged special warranty deed as attached to this Agreement as Exhibit B (“**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 Buyer is not required to withhold taxes under Section 1445(a) of the Code; (iii) an affidavit as to debts, liens and possession 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, in a form approved by Seller 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.

On the Closing Date, Buyer shall deliver to Closing Agent (i) the Purchase Price and (iii) such other documents or certificates as Title Company or Seller reasonably requests, in a form approved by Seller to affect 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 Buyer.

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 forty-five (45) days following the Effective Date (“**Title Objection Notice**”), and Seller shall notify Buyer within seven (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 the earlier of: (i) the expiration of the Inspection Period; or (ii) ten (10) 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, less the Independent Consideration, 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 ten (10) 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 forty-five (45) 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.
- (d) **As-Is. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT AND RECEIVE THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS CONTRACT, AND ANY OTHER DOCUMENT EXECUTED BY SELLER AND DELIVERED TO BUYER AT CLOSING. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER HAS NOT MADE AND IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, OR ANY PROPERTY MANAGER, REAL ESTATE BROKER, AGENT OR THIRD PARTY REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE REPRESENTATION IN SECTION 4, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO WATER, SOIL OR GEOLOGY OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL LAWS. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE, IT IS REPRESENTED BY INDEPENDENT LEGAL COUNSEL, AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S REPRESENTATIVES IN PURCHASING THE PROPERTY AND SHALL MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF ANY DOCUMENTS AND INFORMATION PROVIDED BY SELLER. BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. BY FAILING TO TERMINATE THIS CONTRACT PRIOR TO FIFTEEN DAYS AFTER THE EXPIRATION OF THE CURE PERIOD,**

BUYER ACKNOWLEDGES THAT SELLER HAS AFFORDED BUYER A FULL OPPORTUNITY TO CONDUCT SUCH INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NON-EXISTENCE OF HAZARDOUS MATERIALS, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS CONTRACT. TO THE DEGREE ALLOWED BY LAW, BUYER HEREBY RELEASES AND DISCHARGES SELLER FROM ALL RESPONSIBILITY AND LIABILITY REGARDING THE CONDITION, VALUATION, SALABILITY OR UTILITY OF THE PROPERTY, OR ITS SUITABILITY FOR ANY PURPOSE WHATSOEVER, AND BUYER HEREBY WAIVES ANY AND ALL OBJECTIONS AND COMPLAINTS CONCERNING THE PHYSICAL CHARACTERISTICS AND ANY EXISTING CONDITIONS ON THE PROPERTY. NOTWITHSTANDING THE ABOVE, BUYER DOES NOT WAIVE ANY RIGHTS AFFORDED IT UNDER THE TEXAS CONSTITUTION OR ANY TEXAS STATUTE. The provisions of this Section 2(d) shall survive the Closing of this Contract.

- (e) Buyer shall provide a copy to Seller of any ALTA survey obtained in connection with its purchase of the Property, if any.

3. **Inspection Period.**

- (a) Buyer shall have sixty (60) days after the Effective Date (“**Inspection Period**”) to complete any investigation (including a Phase I and Phase II environmental site assessment) 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 non-invasive 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 twenty-four (24) hours’ advance notice to Seller.
- (b) 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 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.
- (c) 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.

- (d) Buyer and Buyer shall cause any of its contractors, agents and employees (“**Buyer Representatives**”) 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.
- (e) Buyer and Buyer Representatives shall enter upon the Property and perform investigations in compliance with all laws and at their sole risk and hazard, and Buyer hereby releases Seller from any and all claims relating to entry upon the Property by Buyer or Buyer Representatives. **TO THE EXTENT ALLOWED BY TEXAS STATE LAW, BUYER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER AND ITS SHAREHOLDERS, MEMBERS, MANAGERS, BENEFICIARIES, OFFICERS, AGENTS AND EMPLOYEES OF AND FROM ANY ACTIONS, CAUSES, AND CAUSES OF ACTION, CLAIMS, LIABILITIES, SUMS OF MONEY, COSTS, EXPENSES, CONTROVERSIES, AGREEMENTS, PROMISES, ERRORS, OBLIGATIONS, FEES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES), LIENS (INCLUDING, WITHOUT LIMITATION, MECHANIC’S AND MATERIALMAN’S LIENS), DAMAGES, JUDGMENTS, DEMANDS AND SUITS, WHETHER IN LAW, EQUITY OR STATUTORY, IN THE UNITED STATES, STATE, FOREIGN, OR OTHER JUDICIAL, ADMINISTRATIVE, ARBITRATION OR OTHER PROCEEDINGS, RELATED TO, ARISING FROM, OR IN CONNECTION WITH ENTRY TO THE PROPERTY BY BUYER AND/OR BUYER REPRESENTATIVES (OTHER THAN ANY SUCH LOSS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR ITS AGENTS). NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BUYER AND BUYER REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY LATENT DEFECTS, CLAIMS OR OCCURRENCES ARISING OUT OF ANY CONDITION WHICH EXISTED AT THE PROPERTY PRIOR TO THE ENTRY OF BUYER OR BUYER REPRESENTATIVES THAT ARE NOT THE RESULT OF THE ACT, OMISSION OR NEGLIGENCE OF BUYER OR BUYER REPRESENTATIVES.**
- (f) 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 which has been obtained prior to Buyer’s execution of this Agreement and that this Agreement may be released to the public pursuant to a Public Information Act request.

- (g) 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 thirty (30) 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.
- (h) Upon Seller's request, and at no expense to Seller, 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(h) shall survive the Closing or termination (for any reason) of the Agreement.
- (i) Seller will make a good faith effort to deliver to Buyer, within five (5) business days following the Effective Date, copies of the following: ALTA Surveys, tax bills showing the amount of the current real property tax and the assessed value of the land, environmental reports of the Property, 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 representations and warranties under this subsection survive the Closing for a period of twelve (12) months (the "**Survival Period**") and are independent, and in addition, to any warranties or covenants described in the Deed signed by the Seller conveying the Property to the Buyer. The Seller provides to the Buyer the following representations and warranties to Seller's knowledge:
 - (i) The Seller has not offered or granted any other party the right or option to acquire, in whole or in part, the Property;
 - (ii) The person signing this Agreement on behalf of the Seller represents that he or she has the authority to bind the Seller and that Seller can carry out the Seller's obligations under this Agreement;
 - (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 after Closing;
 - (v) Except from Buyer, the Seller has not received any notices of condemnation regarding the Property;
 - (vi) There is no pending litigation pertaining to the Property;
 - (vii) The Seller has not received notices of any violations regarding zoning;
 - (viii) Except as disclosed on Schedule 1, the Seller has not received any notice of any environmental violations on the Property;

- (ix) Except as disclosed on Schedule 1, during Seller's ownership of the Property, neither the land or the improvements on the Property were used for the manufacturing, process, distribution, use, treatment, storage, disposal, transport, or handling of hazardous materials; and
 - (x) At closing, there will be no unpaid utility bills, liens, or claims in connection to the Property or any improvements on the Property.
- (b) For purposes of this Agreement, the term "to Seller's knowledge" or like terms shall not include any constructive knowledge or knowledge imputed to Seller or Seller's Representative and shall mean only the current, actual knowledge of Ana Griselda Rojas ("**Seller's Representative**"), acting in her representative capacity only, and who Seller represents and warrants to Buyer is the individual on behalf of Seller who has the adequate knowledge of such information and/or is charged with responsibility for the matters which are the subject of the representations and warranties contained herein. Seller's Knowledge shall not be construed to refer to the knowledge of any other employee, officer, director, shareholder, partner or agent of Seller or any affiliate of Seller. Seller's Representative will have no personal liability under this Agreement. Neither Seller nor Seller's Representative will have any duty of investigation or inquiry as to the validity of any representations or warranties contained in this Agreement. References to written notice will likewise refer only to written notice received by Seller's Representative after due inquiry.
- (c) Notwithstanding anything contained in this Agreement to the contrary, Seller shall have no liability for breaches of any representations or warranties which are made by Seller herein or in any of the documents or instruments required to be delivered by Seller hereunder if Buyer had knowledge of such breach by Seller (including, without limitation, knowledge gained by Buyer in the course of the inspections or through updates provided by Seller, as to a fact or circumstance which, by its nature, indicates that a representation was or has become untrue or inaccurate) at Closing where Buyer elects to proceed to close the transaction contemplated by this Agreement. Buyer shall not otherwise have the right to bring any lawsuit or other legal action against Seller, nor pursue any other remedies against Seller, as a result of the breach of such representation or warranty of which Buyer had knowledge prior to Closing.
- (d) Subject to other limitations contained in this Agreement, Buyer shall have the right to bring an action against the Seller on the breach of a representation or warranty hereunder that of which Buyer gains knowledge after the Closing, but only if the Buyer files such action during or within sixty (60) days after the Survival Period. Under no circumstances shall Seller be liable to Buyer for more than One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) (the "Cap Amount") in any individual instance or in the aggregate for all breaches of Seller's representations, warranties and covenants, nor shall Buyer be entitled to bring any claim for a breach of Seller's representations warranties or covenants unless the claim for damages (either in the aggregate or as to any individual claim) by Buyer exceeds Twenty Five Thousand and No/100ths Dollars (\$25,000.00). The acceptance of the Deed by Buyer at Closing shall, from and after the Survival Period (except as to actions properly filed during the Survival Period or within sixty (60) days after the expiration of the Survival Period), be deemed to be a full performance and discharge of every representation, warranty and covenant made by Seller and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement. Notwithstanding anything contained herein to the contrary, in the event

any applicable law prevents the limitation of a survival period for representations and warranties to as short as the Survival Period set forth herein, then Buyer acknowledges and agrees that, as a material portion of the consideration to Seller under this Agreement, to the maximum extent allowed by applicable law, (i) the Survival Period shall be extended to be the shortest allowable period under applicable law, and (ii) Buyer's sole and exclusive remedy in connection with any claim or proceeding with respect to a breach of a Representation that is filed after the stated Survival Period shall be limited to the recovery of monetary damages in the amount of no more than Five Hundred and No/100ths Dollars (\$500.00). This Section shall survive Closing or termination of this Agreement

- (e) Except as expressly set forth in this Agreement or in any document delivered by Seller at Closing (collectively, the "**Closing Documents**"), it is understood and agreed that Seller has not at any time made and is not now making, and they specifically disclaim, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to (i) matters of title as to matters arising prior to title being vested in Seller, (ii) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials in, on, under or in the vicinity of the Property, (iii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (iv) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (v) drainage, (vi) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (vii) the presence of endangered species or any environmentally sensitive or protected areas, (viii) zoning or building entitlements to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (xiv) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (xv) the merchantability of the Property or fitness of the Property for any particular purpose, (xvi) the truth, accuracy or completeness of any documents delivered to Buyer by Seller, (xvii) tax consequences, or (xviii) any other matter or thing with respect to the Property.
- (f) **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT (INCLUDING ANY CLAIM PROPERLY FILED BY BUYER DURING THE SURVIVAL PERIOD) AND SET FORTH IN THE CLOSING DOCUMENTS:**
- (i) **BUYER WILL BE RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER;**

- (ii) **BUYER AGREES TO WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY OR TO THE PRESENCE OF ANY HAZARDOUS MATERIALS ON THE PROPERTY;**
- (iii) **BUYER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS, AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION.**
- (iv) **SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGREEMENT OR, OR REAL ESTATE AGENT, OR OTHER THIRD-PARTY OTHER PERSON.**
- (v) **BUYER AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE "AS IS" AND WITH ALL FAULTS INCLUDING EXPRESSLY, BUT WITHOUT LIMITATION, THOSE RELATING TO THE IMPROVEMENTS ON THE LAND.**
- (vi) **IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING.**
- (g) Buyer intends to inspect the Property and observe its physical characteristics and existing conditions and to conduct such investigation and study on and of the Property and adjacent areas as Buyer deems necessary, and except for claims, responsibility, obligations, demands and/or liability arising from any breach of the representations and warranties set forth in the Agreement or in any Closing Document:
 - (i) Buyer hereby **FOREVER RELEASES AND DISCHARGES** Seller from all responsibility, obligations, claims, demands and liability whatsoever, with respect to any past, present, or future violation of the Property, regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise

affecting the Property, and further including, but not limited to, liabilities under the Environmental Laws; and

- (ii) Buyer hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all claims against Seller (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, the Environmental Laws) concerning the physical characteristics and any existing conditions of the Property. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation.
- (iii) For purposes hereof, "Environmental Laws" means environmental laws under CERCLA, RCRA, Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99 499 100 Stat. 1613), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §1101 et seq.), the Oil Pollution Act (33 U.S.C. §2701 et seq.), the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann. §361 et seq.) and all amendments of the foregoing, or any federal or state superlien or environmental clean-up or disclosure statute, or law regulating Hazardous Materials.
- (iv) For purposes hereof, "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.
- (h) In the event Buyer discovers a preexisting condition at the Property, Buyer hereby covenants that it shall not, prior to Closing, disclose such condition to any person, except its agents, consultants and attorneys, unless required to disclose the discovery of such existing conditions to a governmental authority pursuant to applicable law.
- (i) Buyer acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Buyer for the Purchase Price without the disclaimers and other agreements set forth above.
- (j) Except for Section 4(a) above which shall survive the closing during the Survival Period the provisions of this Section 4 shall survive Closing and the transfer of title.

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. 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 City of 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 a joint venture not required to be organized under the laws of the State of 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. **Attorneys' Fees.** If this Agreement or the transaction contemplated herein gives rise to a lawsuit or other legal proceeding between the parties hereto, each party shall be responsible for its attorneys' fees and costs of litigation in addition to any other judgment of the court.
10. **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.

11. **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: Samaniego Joint Venture
9504 Desert Ridge
El Paso, Texas 79925
Attention: Ana Grisela Rojas
Email: mariharper@me.com

Copy: Gordon Davis Johnson & Shane P.C.
4695 N. Mesa Street
El Paso, Texas 79912
Attention: Josh Rhoads
Email: jrhoads@eplawyers.com

Buyer: 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

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.

12. **Broker's Commission.** Except for ClearView Realty, LLC, which has been retained by Seller and whom Seller agrees to pay a commission pursuant to a separate agreement, the parties represent that they have not dealt with any broker, agent, or finder in connection with this transaction. Except as described in the preceding sentence, each party hereby warrants and represents to the other that no person or entity can properly claim a right to a commission, broker's fee or other compensation based on contacts or understandings between such claimant and Seller or Buyer.
13. **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 \$250,000.00, Buyer shall have the option, which must be exercised within thirty (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, less the Independent Consideration, 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 \$250,000.00, 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.

14. **Like-Kind Seller Exchange.** Buyer agrees that, at any time prior to the Closing Date, Seller may elect to affect a simultaneous or non-simultaneous tax-deferred exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code of 1986, as amended. Buyer shall cooperate with the Seller in connection with any such exchange in any reasonable manner which shall not impose any out of pocket cost or liability upon the Buyer, including without limitation by executing any and all customary and commercially reasonable documents, including escrow instructions or agreements consenting to Seller’s assignment of its rights and obligations hereunder to an exchange entity, which may be necessary to carry out such an exchange; provided, however, Seller’s election to effect such an exchange shall not delay the Closing Date.

15. **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) five (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 provided any action to seek specific performance must be filed within ninety (90) days after the scheduled Closing Date or cancel this Agreement within ten (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. In the event Buyer does not timely file an action for specific performance, Buyer shall be deemed to have elected to terminate this Agreement and be returned the Deposit. With respect to specific performance, Seller will not be required to: (A) change the condition or status of the Property; (B) obtain governmental approvals; or (C) resolve title issues other than items Seller is obligated to cure under this Agreement.

(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) five (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 ten (10) business days after the expiration of the relevant time period specified in clauses (i) and (ii) above, in which case the Deposit will be paid to Seller as liquidated damages,. Seller and Buyer hereby agree that it would be impracticable and extremely difficult to fix the amount of Seller’s actual damages and

further agree that the Deposit is a reasonable estimate of the amount Seller might be damaged as a result of Buyer's failure to perform under this Agreement.

16. **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, Buyer may disclose this Agreement and the transactions contemplated herein to Buyer's attorneys, consultants or other agents, or as required by law or by any governmental agency, or reasonably believed by Buyer's attorneys to be required by law; and provided further that Seller may disclose this Agreement and the transactions contemplated herein to Seller's attorneys or as required by law or by any governmental agency, or reasonably believed by Seller's 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.

17. **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.

(Signatures Begin on Following Page)

BUYER:

CITY OF EL PASO

By: _____
Name: Cary Westin
Title: Interim City Manager
Date: _____

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 ____ day of _____, 2023
by **Cary Westin**, as **Interim City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

EXHIBIT A
LEGAL DESCRIPTION

SURVEYOR'S DESCRIPTION

A parcel of land being a portion of the S/2 NW/4 of Section 17, Block 79, Township 3, T & P RR Surveys, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the NW corner of said Section 17 marked by a one inch rebar; thence South 00 deg. 35 min. 08 sec. East along the West line of said Section 17 for a distance of 1310.09 feet to a point; thence South 89 deg. 54 min. 01 sec. East for a distance of 152.47 feet to a #4 rebar set on the curve of the E'ly R.O.W. of U.S. Hwy. Loop 375 for the NW corner and Point of Beginning of this parcel;

THENCE continuing South 89 deg. 54 min. 01 sec. East for a distance of 844.54 feet to a #4 rebar with cap set for the NE corner of this parcel;

THENCE South 00 deg. 34 min. 17 sec. East for a distance of 1309.68 feet to a #4 rebar with cap set for the SE corner of this parcel;

THENCE North 89 deg. 55 min. 25 sec. West for a distance of 664.66 feet to a #4 rebar with cap set for the SW corner of this parcel;

THENCE North 00 deg. 34 min. 49 sec. West for a distance of 654.98 feet to a #4 rebar set for a corner;

THENCE North 89 deg. 54 min. 43 sec. West for a distance of 332.08 feet to a #4 rebar set on the West line of said Section 17 for a corner of this parcel;

THENCE North 00 deg. 35 min. 08 sec. West for a distance of 138.64 feet to a #4 rebar set on the E'ly R.O.W. of said Hwy. Loop 375;

THENCE North 18 deg. 51 min. 58 sec. East along said R.O.W. for a distance of 103.66 feet to a Texas SDHPT R.O.W. marker at the point of curvature of a curve;

THENCE for a distance of 433.48 feet along the arc of the curve to the left whose interior angle is 07 deg. 08 min. 11 sec., whose radius is 3480.31 feet and whose chord bears North 15 deg. 12 min. 46 sec. East for a distance of 433.20 feet to a #4 rebar with cap set for the NW corner and Point of Beginning of this parcel.

Said parcel contains 24.000 acres more or less.

Said parcel is subject to any easements and restrictions of record.



John F. Gamertsfelder
Texas R.P.L.S. # 4680
24 September 1991

PORS17.LEG

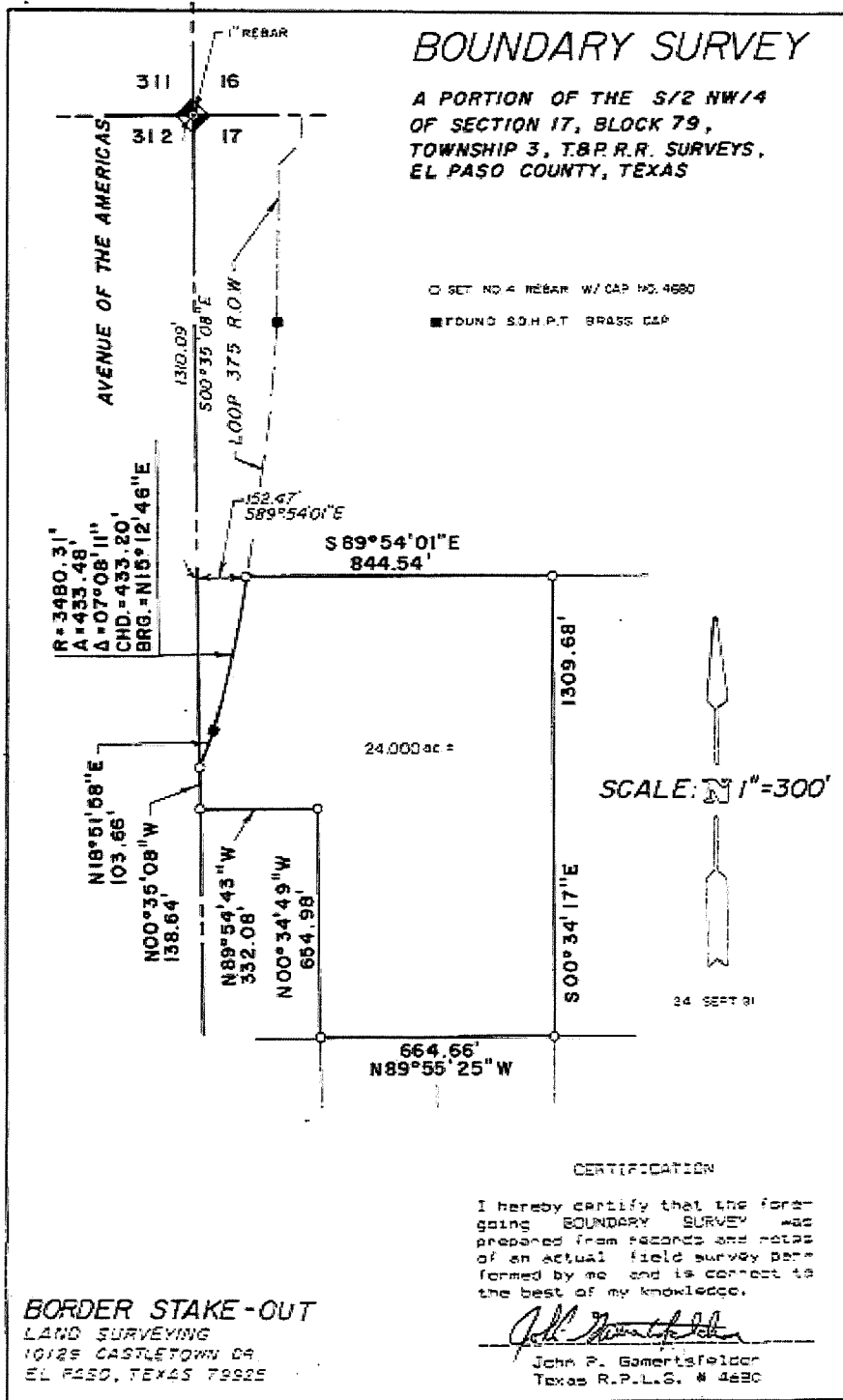


EXHIBIT B

DEED

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

SPECIAL WARRANTY DEED

Effective Date: **FORM ONLY - NOT FOR EXECUTION**

Grantor: **Samaniego Joint Venture**

Grantor's Mailing Address: _____

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

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

PROPERTY (INCLUDING ANY IMPROVEMENTS):

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 AND WARRANTY

NONE

RESERVATIONS TO CONVEYANCE AND WARRANTY

NONE

WARRANTY AND CONVEYANCE:

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, 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, by, through, or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty.

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.

EXECUTED by Grantor the ___ day of _____, 20__.

GRANTOR:
Samaniego Joint Venture

By: _____
Ana Griselda Rojas
Title: Authorized Signatory

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ___ day of _____, 2023, by **Ana Griselda Rojas, as Authorized Signatory for Grantor, Samaniego Joint Venture.**

Notary Public, State of Texas

My commission expires:

Schedule 1

1. Seller discloses to Buyer that third parties have illegally dumped trash, construction debris and tires on the Property. Seller has hired third parties to clean up the dumped items and has attempted to limit third parties access to the Property.

ATTACHMENT "A"

SURVEYOR'S DESCRIPTION

A parcel of land being a portion of the S/2 NW/4 of Section 17, Block 79, Township 3, T & P RR Surveys, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

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THENCE North 18 deg. 51 min. 58 sec. East along said R.O.W. for a distance of 103.66 feet to a Texas SDHPT R.O.W. marker at the point of curvature of a curve;

THENCE for a distance of 433.48 feet along the arc of the curve to the left whose interior angle is 07 deg. 08 min. 11 sec., whose radius is 3480.31 feet and whose chord bears North 15 deg. 12 min. 46 sec. East for a distance of 433.20 feet to a #4 rebar with cap set for the NW corner and Point of Beginning of this parcel.

Said parcel contains 24.000 acres more or less.

Said parcel is subject to any easements and restrictions of record.



John F. Gamertsfelder
Texas R.P.L.S. # 4680
24 September 1991

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