

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

AGENDA DATE: January 30, 2024
PUBLIC HEARING DATE: February 13, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mary Lou Espinoza, Capital Assets Manager,
(915) 867-2629

DISTRICT(S) AFFECTED: 1

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:

An ordinance authorizing the City Manager to sign a purchase and sale agreement, a deed, and any other documents necessary to convey approximately 0.73 acres of land described as Tracts 4A1A, 4B1, and 5A1, Block 1, Upper Valley Surveys, in the City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell the real property parcel identified as PID 316977, consisting of approximately 0.73 acres of vacant land, that is proposed to be conveyed to Enrique Escobar.

The property is located near Emory Road and Sunland Park Drive and abuts the Montoya Main Lateral. The City of El Paso desires to sell the land-locked property to the applicant, Enrique Escobar, as lawful access can only be obtained by combining with the applicant's abutting parcel. Future access to the property would be through Emory Road.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item



HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets & Maintenance

SECONDARY DEPARTMENT: Real Estate

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

DEPARTMENT HEAD: Richard J. Bristol - Streets and Maintenance Director

  Peter Barrera for Richard Bristol

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED, AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.73 ACRES OF LAND DESCRIBED AS TRACTS 4A1A, 4B1, and 5A1, BLOCK 1, UPPER VALLEY SURVEYS, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, pursuant to Section 272.001 (b) of the Texas Local Government Code, notice and bidding requirements are not applicable to certain properties, including property that is narrow or, because of its shape, lack of access to public roads, or small area, cannot be used independently under current zoning or other developmental control ordinances; and

WHEREAS, the property that is the subject of this Ordinance is small and land-locked and being sold to the abutting property owner; and

WHEREAS, the City of El Paso obtained an appraisal for the property that is the subject of this Ordinance and is selling the property for its appraised value of \$50,000.00.

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed, and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following real property: Approximately 0.73 acres described as Tracts 4A1A, 4B1, and 5A1, Block 1, UPPER VALLEY SURVEYS, in the City of El Paso, El Paso County, Texas, being more specifically described in Exhibit "A", attached hereto and made a part hereof for all purposes.

ADOPTED this _____ day of _____ 2024.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT



Mary Lou Espinoza
Capital Assets Manager

ORDINANCE NO. _____

HQ 23-1168 | Tran #506253 | Real Estate
Emory Road- .73 acres, Tracts 4A1A, 4B1, and 5A1, Block 1, Upper Valley Surveys

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
(0.7390 acres)

This Contract of Sale (“**Agreement**”) is made this ____ day of _____, 2024 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Seller**”) and Enrique Escobar (“**Buyer**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

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

- A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:
1. Tracts 4A1A, 4B1, and 5A1, Block 1, UPPER VALLEY SURVEYS, in the City of El Paso, El Paso County, Texas, according to the resurvey of said UPPER VALLEY SURVEYS made by El Paso County, Texas, as further described in **Attachment “A”**, the “**Property**”.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

- A. The Buyer will pay the Seller a total amount of \$50,000.00 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller (“**Title Company**”) at the Closing of this Agreement.
- B. The Buyer will submit a check to the Title Company in the amount of \$5,000.00 (“**Deposit**”), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.
- C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

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

- A. **WARRANTIES.** To the best of the Seller’s knowledge the Seller warrants to the Buyer that:
1. The Seller has the full right to convey the Property, as such the Buyer’s rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
 2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property; and
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.
7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

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

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:
 - a. Any "as-built" plans for any improvements on the Property, if any;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
 - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

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

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

A. WARRANTIES. The Buyer warrants that:

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

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

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**
2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

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

1. **INSPECTION.** The Buyer may inspect the Property within 15 business days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the

suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. **TITLE INSURANCE.** The Buyer may, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 business days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.
3. **SURVEY.** The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 business days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.
4. **TITLE REVIEW PERIOD.** The Buyer may review the commitment for title insurance and the survey within 15 business days of receiving the commitment for title insurance ("Title Review Period") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 15 business days of receiving Buyer's objections:
 - a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;
 - b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or
 - c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

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

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 14 calendar day opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
3. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

- A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 14 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days

advance written notice to the Seller (“**Closing Date**”). A party’s failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER’S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed deed (“**Deed**”) conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment “B”**;
2. Any environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and
4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER’S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.
2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
3. Any other items requested by the Title Company to finalize the closing of this Agreement.

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

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

SECTION 7. GENERAL PROVISIONS.

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.
- C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

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

Copy: City of El Paso
Real Estate Office
P.O. Box 1890
El Paso, Texas 79950-1890

To the Buyer: Enrique Escobar
337 E. Borderland Rd. #7
El Paso, Texas 79932

- E. **CONFIDENTIALITY.** The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. **GOVERNING LAW.** This Agreement is governed by Texas law.

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


EXECUTED by City the ____ day of _____, 2024.

SELLER:

CITY OF EL PASO, TEXAS

By: _____
Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2024,
by Cary Westin, as Interim City Manager of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

EXECUTED by Buyer the 27 day of October, 2023.

BUYER:

Enrique Escobar

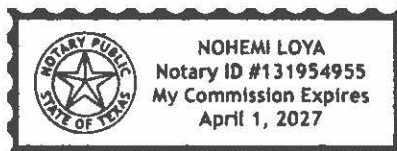
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 27 day of October, 2023,
by Enrique Escobar, the Buyer.

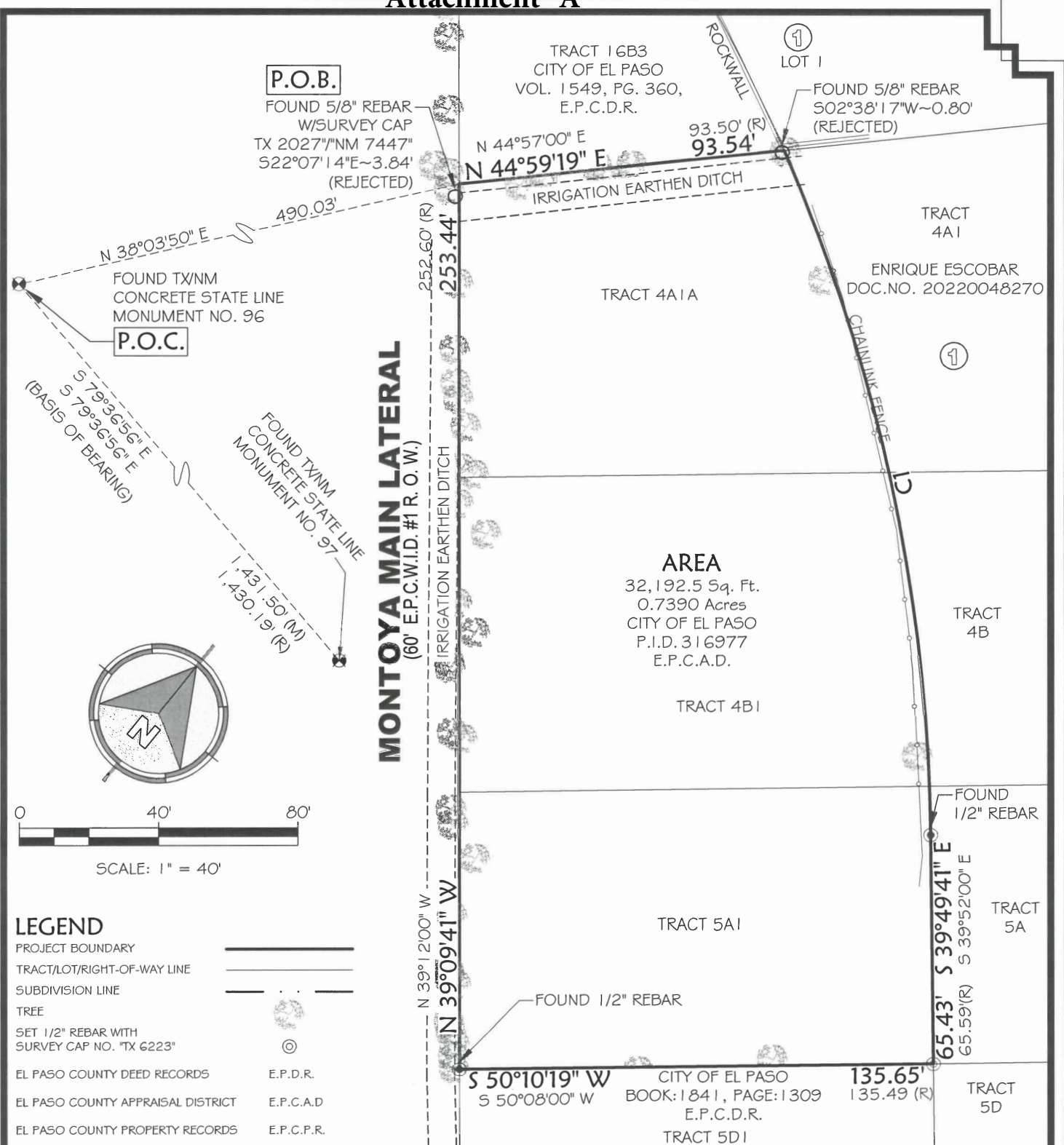
Notary Public, State of Texas

My commission expires:

4-1-2027



**ATTACHMENT “A”
PROPERTY DESCRIPTION**



LEGEND	
PROJECT BOUNDARY	=====
TRACT/LOT/RIGHT-OF-WAY LINE	=====
SUBDIVISION LINE	-----
TREE	⊙
SET 1/2" REBAR WITH SURVEY CAP NO. "TX 6223"	⊙
EL PASO COUNTY DEED RECORDS	E.P.D.R.
EL PASO COUNTY APPRAISAL DISTRICT	E.P.C.A.D.
EL PASO COUNTY PROPERTY RECORDS	E.P.C.P.R.

REFERENCE NOTES

1. FIRST AMERICAN TITLE GUARANTY COMPANY, COMMITMENT FOR TITLE INSURANCE, G.F. NO. 230306-COM, ISSUED FEBRUARY 14, 2023, EFFECTIVE DATE MARCH 2, 2023 WAS USED FOR THIS SURVEY.

SUPPLEMENTAL NOTES

1. SUBJECT PROPERTY IS LOCATED IN ZONE "A8" (AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED) AS DETAILED ON CITY OF EL PASO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480214 0027D, DATED JANUARY 3, 1997.

2. SUBJECT PROPERTY IS ZONED "R-3" (RESIDENTIAL DISTRICT) AS DESIGNATED AT THE CITY OF EL PASO G.I.S. WEBSITE WWW.PDNMAFACOM. SETBACKS FOR ZONE "R-3" (SINGLE-FAMILY):
FRONT: 20'
REAR: 20'
SIDE: 5'
SIDE STREET: 10'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	504.00	22°55'56"	201.72	S51°12'41"E	200.38
C1(R)	504.00	22°48'58"	200.70	S51°16'29"E	199.38

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron Alvarado 05/02/23
AARON ALVARADO, TX. R.P.L.S. NO. 6223




FILE NO: 05100-134

BOUNDARY & IMPROVEMENT SURVEY

DRAWN BY: A.G. CHECKED BY: A.A. DATE: 04-20-2023 SCALE: 1" = 40'

TRACTS 4A1A, 4B1 AND 5A1, BLOCK 1, UPPER VALLEY SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.



BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737
TBPLS REG. NO. 101314-00

417 EXECUTIVE CENTER~EL PASO, TX 79902~PH (915) 542-4900
FAX (915) 542-2867~WWW.BROCKBUSTILLOS.COM

METES AND BOUNDS DESCRIPTION

A 0.7390 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Tracts 4A1A, 4B1 and 5A1, Block 1, Upper Valley Surveys and being more particularly described by metes and bounds as follows:

COMMENCING at a Texas/New Mexico State Line Concrete Monument No. 96 found; **WHENCE**, a Texas/New Mexico State Line Concrete Monument No. 97 found, bears South 79°36'56" East, a distance of 1,431.50 feet (1,4350.19 feet~record); **THENCE**, leaving said Texas/New Mexico State Line, North 38°03'50" East, a distance of 490.03 feet to the easterly right-of-way line of the Montoya Main Lateral (60 feet wide) for the southwesterly corner and the **POINT OF BEGINNING** of the parcel herein described, identical to the southeasterly corner of Tract 16B3, Block 1, Upper Valley Surveys; **WHENCE**, a 5/8-inch rebar with survey cap No. "TX 2027/NM 7447" found, bears South 20°07'14" East, a distance of 3.84 feet;

THENCE, leaving the easterly right-of-way line of said Montoya Main Lateral and following the boundary line common to said Tracts 4A1A and 16B3, North 44°49'19" East (North 44°57'00" East~record), a distance of 93.54 feet (93.50 feet~record) to the northwesterly corner of the parcel herein described, identical to the southwesterly corner of Tract 4A1, Block 1, Upper Valley Surveys and the beginning of a non-tangent curve to the right; **WHENCE**, a 5/8-inch rebar found, bears South 02°38'17" West, a distance of 0.80 feet;

THENCE, leaving the boundary line common to said Tracts 4A1A and 16B3 and following the boundary line common to said Tracts 4A1A and 4A1 along the arc of said non-tangent curve to the right having a radius of 504.00 feet, a central angle of 22°55'56", an arc length of 201.72 feet and whose long chord bears South 51°12'41" East (South 51°16'29" East~record) a distance of 200.38 feet (199.38 feet~record) to a 1/2-inch rebar found for a point of tangency on the boundary line common to said Tract 5A1 and Tract 5A, Block 1, Upper Valley Surveys;

THENCE, following the boundary line common to said Tracts 5A1 and 5A, South 39°49'41" East (South 39°52'00" East~record), a distance of 65.43 feet (65.59 feet~record) to a 1/2-inch rebar with survey cap No. "TX 6223" set for northeasterly corner of the parcel herein described, identical to the northerly corner of Tract 5D1, Block 1, Upper Valley Surveys;

THENCE, leaving the boundary line common to said Tracts 5A1 and 5A and following the boundary line common to said Tracts 5A1 and 5D1, South 50°10'19" West (South 50°08'00" West~record), a distance of 135.65 feet (135.49 feet~record) to a 1/2-inch rebar found on the easterly right-of-way line of said Montoya Lateral for the southeasterly corner of the parcel herein described, identical to the westerly corner of said Tract 5D1;

THENCE, leaving the boundary line common to said Tracts 5A1 and 5D and following the easterly right-of-way line of said Montoya Lateral, North 39°09'41" West (North 39°12'00" West~record), a distance of 253.44 feet (252.60 feet~record) to the **POINT OF BEGINNING**.

Said parcel containing 0.7390 acres (32,192.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.


Aaron Alvarado, TX. R. P. L. S. No. 6223

Date: May 02, 2023

05100-133-PID 316977-DESC.doc



ATTACHMENT “B”

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

SPECIAL WARRANTY DEED

Effective Date: , 2024
Grantor: City of El Paso
Grantor's Mailing Address: P.O. Box 1890, El Paso, Texas 79950-1890
Grantee: Enrique Escobar

Grantee's Mailing Address: 337 E. Borderland Rd. # 7, El Paso, Texas 79932

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Tracts 4A1A, 4B1, and 5A1, Block 1, UPPER VALLEY SURVEYS, in the City of El Paso, El Paso County, Texas, according to the resurvey of said UPPER VALLEY SURVEYS made by El Paso County, Texas, as more particularly described in **Attachment “A”**.

CONSIDERATION

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

EXCEPTIONS TO CONVEYANCE

See permitted exceptions attached to this Deed as Attachment “B.”

RESERVATIONS TO CONVEYANCE

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

WARRANTY AND CONVEYANCE

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

warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor and Grantee, but not otherwise.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2024.

GRANTOR:

CITY OF EL PASO

By: _____
Cary Westin, Interim City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2024, by Cary Westin, Interim City Manager, City of El Paso.

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

My Commission expires: _____

AFTER RECORDING, RETURN TO: