

R E S O L U T I O N

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

That the City Manager be authorized to sign on behalf of the City, a dedication agreement between Ranchos Real Land Holdings, LLC and the City of El Paso for the dedication of a parcel of land containing 8.66 acres, more or less, being a portion of Section 38, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds attached to the Dedication Agreement as Exhibit "A", for an off-site dedication of a city park.

Further, that the City Manager be authorized to sign and accept on behalf of the City, a dedication deed conveying to the City a parcel of land containing 8.67 acres, more or less, being a portion of Section 38, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds attached to the Dedication Agreement as Exhibit "A".

ADOPTED this ____ day of _____, 2012.

THE CITY OF EL PASO

ATTEST:

John F. Cook, Mayor

Richarda Duffy-Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Lauren Ferris
Assistant City Attorney

Carlos Gallinar, Deputy Director for
City Development - Planning

STATE OF TEXAS)
)
COUNTY OF EL PASO) **DEDICATION AGREEMENT**

This Agreement is made this ____ day of _____, 2012, by and between **RANCHOS REAL LAND HOLDINGS, LLC** hereinafter referred to as the “Developer,” and the **CITY OF EL PASO**, hereinafter referred to as the “City.”

WITNESSETH:

WHEREAS, the Developer is the owner of a parcel of land containing 8.67 acres, more or less, being a portion of Section 38, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds attached hereto and made part hereof as Exhibit “A” (the “Park Site”); and,

WHEREAS, the Developer wishes to dedicate the Park Site to the City for use as a park site; and,

WHEREAS, the City has agreed to accept the park dedication as is with no improvements; and,

WHEREAS, the Developer agrees to not receive any credit for the Park Site dedication because the Developer believes that the Park Site will enhance the development and the developer does not want the responsibility for maintaining the park;

NOW, THEREFORE, the parties hereby agree as follows:

1. **DESCRIPTION:** The Developer, being the owner of the Park Site, hereby agrees to dedicate said Park Site to the City for park purposes and understands that no credits will be derived from such dedication.

2. **ACCEPTANCE:** The City agrees to accept the park dedication as is with no improvements; and,

3. **TITLE, TAXES and CONVEYANCE:** The Developer agrees to pay the cost of providing a title search, preparation of the deed, as well as recording costs for the deed on the Park Site, and further agrees to pay all ad valorem taxes, standby fees and assessments by any taxing authority prorated through the date of acceptance of the deed conveying fee simple title by the City Council.

4. **SUCCESSORS AND ASSIGNS:** All the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

5. **ENTIRE AGREEMENT:** This document contains all of the agreements between the parties and may not be modified, except by a written agreement signed by both parties.

6. **SEVERABILITY:** Every provision of this Agreement is intended to be severable. If any term or provision contained herein is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

7. **LAW GOVERNING CONTRACT:** For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

8. **BINDING AGREEMENT:** The individual signing this Agreement, on behalf of the Developer, acknowledges that he or she is authorized to do so, and said individual further warrants that he or she is authorized to commit and bind the Developer to the terms and conditions of this Agreement.

8. **REPRESENTATION OF COUNSEL:** Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

9. **NOTICE:** All notices and communications under this Agreement shall be hand-delivered or mailed, postage pre-paid with proof of delivery, to the representative parties at their respective addresses below, unless and until either party is otherwise notified in writing.

City of El Paso
City Development Department
Attn: City Development Director
2 Civic Center Plaza
El Paso, Texas 79901
Tel: (915) 541-4331

Ranchos Real Land Holdings, LLC
6080 Surety Dr., Ste. 300
El Paso, Texas 79905
(915)592-0290

10. **WAIVER:** No waiver of any breach or default shall be deemed or construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF EL PASO:

Joyce A. Wilson
City Manager

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Lauren Ferris
Assistant City Attorney

Carlos Gallinar, Deputy Director of
City Development - Planning

APPROVED AS TO CONTENT:

Nanette L. Smejkal, Director
Parks & Recreation Department

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2012, by JOYCE A. WILSON as City Manager of THE CITY OF EL PASO, a municipal corporation, on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas
Notary's Printed or Typed Name:

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this ____ day of _____, 2012 by _____ Douglas A. Schwartz as Manager of Ranchos Real Land Holdings, LLC, a Texas limited liability company, on behalf of said limited liability company.

RANCHOS REAL LAND HOLDINGS, LLC

By: _____
Douglas A. Schwartz, Manager

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2012, by _____ Douglas A. Schwartz as Manger of Ranchos Real Land Holdings, LLC, a Texas limited liability company, on behalf of said limited liability company.

My Commission Expires:

Notary Public, State of Texas
Notary's Printed or Typed Name:

Being a Portion of Section 38,
Block 79, Township 2,
Texas and Pacific Railway Company Surveys,
City Of El Paso, El Paso County, Texas
Prepared for: Southwest Land Development Services Inc.
December 20, 2011
(Parcel 1)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument at the centerline intersection of Tim Foster St. and Pebble Hills Blvd.; whence an existing brass disk city monument at the centerline intersection of Pebble Hills Blvd and Rich Beem Blvd. bears South 89°58'34" West a distance of 2713.67; Thence along the centerline of Tim Foster Street North 00°31'57" West a distance of 809.88 feet; Thence leaving said centerline North 89°48'59" West a distance of 32.00 feet to a set 1/2" rebar with cap marked TX 5152 on the westerly right of way line of Tim Foster Street for the "TRUE POINT OF BEGINNING".

Thence leaving said right of way line and along the southerly line of a One OK Pipeline Easement North 89°48'59" West a distance of 2627.40 feet to a set 1/2" rebar with cap marked TX 5152 on the easterly right of way line of Rich Beem Blvd.;

Thence along said right of way line North 00°34'37" West a distance of 59.97 feet to a set 1/2" rebar with cap marked TX 5152 on the northerly line of a One Ok Pipeline Easement;

Thence along said line South 89°49'12" East a distance of 2627.45 feet to a set 1/2" rebar with cap marked TX 5152 on the westerly right of way line of Tim Foster Street;

Thence along said right of way line South 00°31'57" East a distance of 60.14 feet for the "TRUE POINT OF BEGINNING" and containing 3.6221 acres of land more or less.

Note: Bearings based on plat of Tierra Del Este Unit Fifty Four recorded in clerk's file no. 20080074758, Real property records of El Paso County, Texas.

A plat of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152



job #_308-87

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283

Being a Portion of Section 38,
Block 79, Township 2,
Texas and Pacific Railway Company Surveys,
City Of El Paso, El Paso County, Texas
Prepared for: Southwest Land Development Services Inc.
December 20, 2011
(Parcel 2)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument at the centerline intersection of Tim Foster St. and Pebble Hills Blvd.; whence an existing brass disk city monument at the centerline intersection of Pebble Hills Blvd and Rich Beem Blvd. bears South 89°58'34" West a distance of 2713.67; Thence along the centerline of Tim Foster Street North 00°31'57" West a distance of 809.88 feet; Thence leaving said centerline South 89°48'59" East a distance of 32.00 feet to a set 1/2" rebar with cap marked TX 5152 on the easterly right of way line of Tim Foster Street for the "TRUE POINT OF BEGINNING".

Thence along said right of way line North 00°31'57" West a distance of 60.14 feet to a set 1/2" rebar with cap marked TX 5152 on the northerly line of a One OK Pipeline Easement;

Thence along said line South 89°49'12" East a distance of 1379.62 feet to a set 1/2" rebar with cap marked TX 5152;

Thence along said line North 00°31'00" West a distance of 59.76 feet to a found 1/2" rebar with cap marked TX 5152;

Thence along said line South 89°49'28" East a distance of 1139.82 feet to a set 1/2" rebar with cap marked TX 5152 on the westerly right of way line of John Hayes Street;

Thence along said right of way line South 00°35'06" East a distance of 120.15 feet to a set 1/2" rebar with cap marked TX 5152 on the southerly line of a One OK Pipeline Easement;

Thence along said line North 89°48'59" West a distance of 2519.56 feet for the "TRUE POINT OF BEGINNING" and containing 5.04 acres of land more or less.

Note: Bearings based on plat of Tierra Del Este Unit Fifty Four recorded in clerk's file no. 20080074758, Real property records of El Paso County, Texas.

A plat of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152



job #_308-87

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283

EXHIBIT A

TIERRA DEL ESTE LINEAR PARK DEDICATION

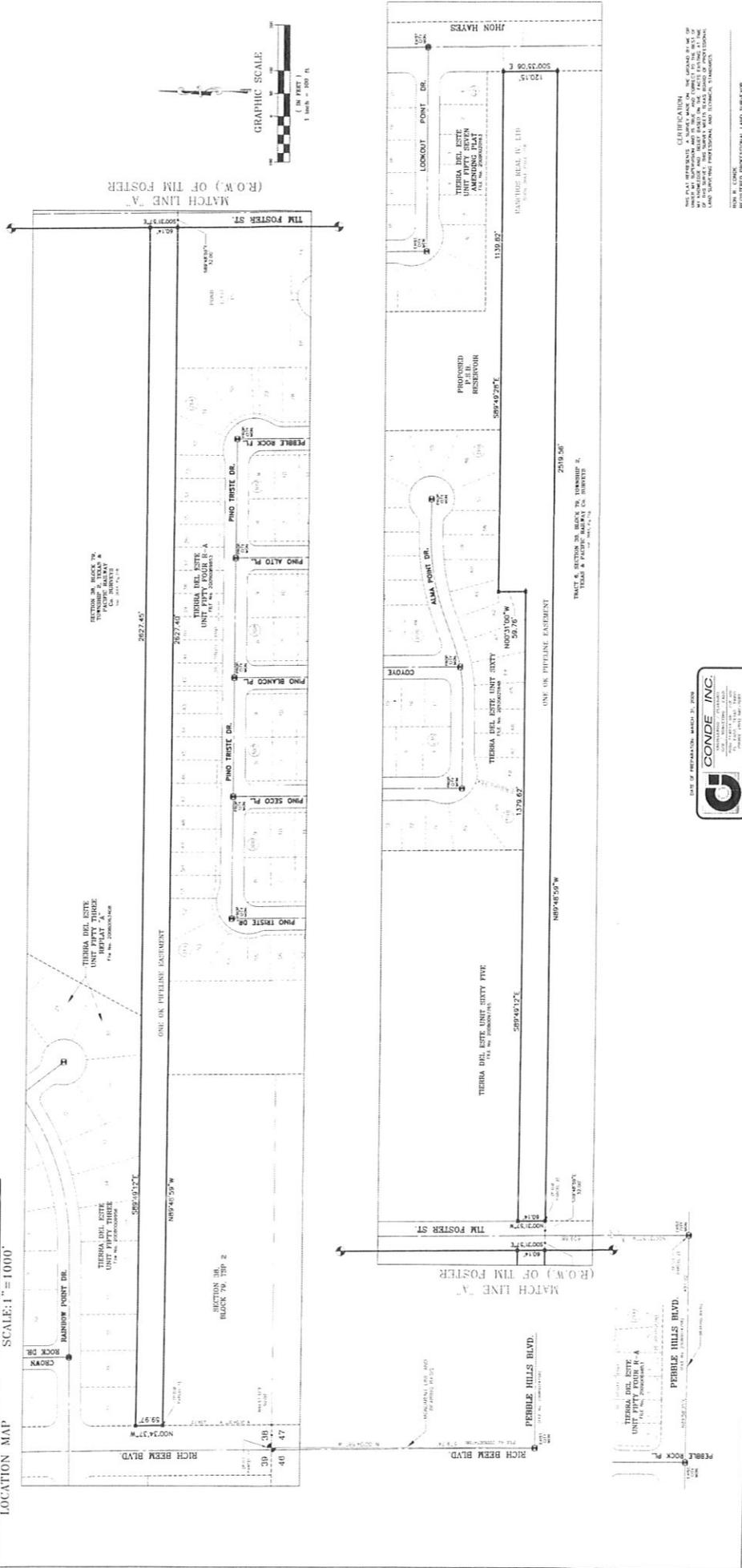
BEING A PORTION OF SECTIONS 38, BLOCK 79, TOWNSHIP 2,
TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS,
CONTAINING 8.670 ACRES

NOTES:
ACCORDING TO THE FEDERAL BUREAU OF INVESTIGATION, THE RECORDS OF THE
CITY OF EL PASO, TEXAS, SHOW THAT THE CITY OF EL PASO HAS PAID FOR THE
RECORDING OF THIS DEDICATION IN THE PUBLIC RECORDS OF THE COUNTY OF EL PASO,
TEXAS, AND THAT THE CITY OF EL PASO HAS PAID FOR THE RECORDING OF THIS
DEDICATION IN THE PUBLIC RECORDS OF THE COUNTY OF EL PASO, TEXAS.
THE CITY OF EL PASO HAS PAID FOR THE RECORDING OF THIS DEDICATION IN THE
PUBLIC RECORDS OF THE COUNTY OF EL PASO, TEXAS, AND THAT THE CITY OF EL PASO
HAS PAID FOR THE RECORDING OF THIS DEDICATION IN THE PUBLIC RECORDS OF THE
COUNTY OF EL PASO, TEXAS.

A METRIC AND BONDING DESCRIPTION OF THIS DEDICATION IS
ATTACHED TO THIS DEDICATION.



SCALE: 1" = 1000'



CERTIFICATION
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL LAND SURVEYOR, HAVE PREPARED AND SUBMITTED TO THE PUBLIC RECORDS OF THE COUNTY OF EL PASO, TEXAS, THIS DEDICATION OF A PORTION OF SECTIONS 38, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, CONTAINING 8.670 ACRES.

DATE OF PREPARATION: MARCH 20, 2008
CONDE INC.
1000 WEST 10TH STREET, SUITE 100
EL PASO, TEXAS 79910
PHONE: (915) 762-1000
FAX: (915) 762-1001
WWW.CONDEINC.COM

THE STATE OF TEXAS }
COUNTY OF EL PASO }

DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS: That **RANCHOS REAL LAND HOLDINGS, LLC** referred to as GRANTOR, for and in consideration of the sum of TEN DOLLARS and NO/100 (\$10.00) and other good and valuable consideration by which is hereby acknowledged, does hereby dedicate, grant and convey unto the **CITY OF EL PASO**, hereinafter referred to as GRANTEE, all that certain tract or parcel of real estate lying and being situated in the County of El Paso, State of Texas, to be used for park purposes, as described as follows:

A parcel of land containing 8.67 acres, more or less, being a portion of Section 38, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds attached to the Dedication Agreement as Exhibit "A"

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successor and assigns forever; and GRANTOR does hereby bind itself, its successors, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular and said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

IT IS FURTHER UNDERSTOOD AND AGREED that this property is conveyed for park purposes.

WITNESS my hand in El Paso, Texas on this _____ day of _____, 2012.

GRANTOR: RANCHOS REAL LAND HOLDINGS, LLC

By: _____
Douglas Schwartz, Manager

(ACKNOWLEDGEMENTS ON FOLLOWING PAGE)

ACKNOWLEDGMENT

**THE STATE OF TEXAS }
COUNTY OF EL PASO }**

The foregoing instrument was acknowledged before me on this ____ day of _____, 2012 by Douglas Schwartz, Manager of **RANCHOS REAL LAND HOLDINGS, LLC**, a Texas limited liability company on behalf of said limited liability company.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:

**GRANTEE
CITY OF EL PASO**

By: _____
Joyce Wilson, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Lauren Ferris
Assistant City Attorney

Carlos Gallinar, Deputy Director of
City Development - Planning

ACKNOWLEDGMENT

**STATE OF TEXAS }
COUNTY OF EL PASO }**

This instrument was acknowledged before me this ____ day of _____ 2012, by Joyce Wilson, City Manager of the City of El Paso, a municipality, on behalf of said municipality.

NOTARY PUBLIC, STATE OF

TEXAS
My Commission Expires:

AFTER RECORDING, RETURN TO:

City of El Paso
City Development Department – Planning Division
Attn: City Development Director
2 Civic Center Plaza, 5th floor El Paso, Texas 79901