

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

DEPARTMENT: Financial Services
AGENDA DATE: February 26, 2008
CONTACT PERSON/PHONE: Gonzalo Cedillos, P.E., 541-4074
DISTRICT(S) AFFECTED: 6



SUBJECT:

An Ordinance authorizing the City of El Paso to sell a 1.859-acre parcel (88,977 sq. ft.) more or less, being all of Tracts 3, 4, 8A and 8B, Block 45, Ysleta Grant, El Paso, El Paso County, Texas, to Omega Paving Contractors, Inc.

BACKGROUND / DISCUSSION:

In 1977 the city bought 1.86-acres in Ysleta between Candelaria and Old Pueblo to build Sun Metro Lower Valley Transit Terminal. Due to opposition the project has shifted to another location leaving this land vacant. Sun Metro has agreed to dispose off the property if no other city use is considered, but proceeds need to go back to their accounting. Property was offered to City Departments but no takers emerged.

PRIOR COUNCIL ACTION:

Yes, sale of city owned property

AMOUNT AND SOURCE OF FUNDING:

Revenue of \$77,540.00

BOARD / COMMISSION ACTION:

CARE committee reviewed and moves to sell the Candelaria Property

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: Carmen Anita Candelaria
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER:  **DATE:** _____

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF EL PASO TO SELL A 1.859-ACRE PARCEL (80,977 SQ. FT.) MORE OR LESS, BEING ALL OF TRACTS 3, 4, 8A AND 8B, BLOCK 45, YSLETA GRANT, EL PASO, EL PASO COUNTY, TEXAS, TO OMEGA PAVING CONTRACTORS, INC.

WHEREAS, the City of El Paso staff has recommended the sale of a 1.859-acre parcel, (80,977 sq. ft.) more or less, being all of Tracts 3, 4, 8A and 8B, Block 45, Ysleta Grant, El Paso, El Paso County, Texas; and

WHEREAS, the City of El Paso has received an independent appraisal as the market value of its interest in the identified property; and

WHEREAS, in accordance with Section 272.001 of the Texas Local Government Code, the City of El Paso advertised and solicited bids for the purchase of the identified property; and

WHEREAS, Omega Paving Contractors, Inc., is the highest bidder and submitted a bid of \$77,540.00, which amount includes additional fees for an appraisal, a survey and signage fees incurred by the City to sell the identified property,

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

That the City Manager be authorized to sign a Contract of Sale and all other necessary documents, in a form approved by the City Attorney's Office, conveying the following property to Omega Paving Contractors, Inc.:

A 1.859-acre parcel (80,977 sq. ft.) more or less, being all of Tracts 3, 4, 8A and 8B, Block 45, Ysleta Grant, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this _____ day of _____, 2008.

THE CITY OF EL PASO

ATTEST:

John F. Cook, Mayor

Richarda Momsen
City Clerk

APPROVED AS TO CONTENT:

Carmen Arrieta-Candelaria
Carmen Arrieta-Candelaria
Chief Financial Officer

APPROVED AS TO CONTENT:

Gonzalo Cedillos
Gonzalo Cedillos
Capital Assets Manager

APPROVED AS TO FORM:

Theresa Cullen-Garney
Theresa Cullen-Garney, Deputy City Attorney

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PARCEL 1

Property Description: All of Tracts 3, 4, 8A and 8B, Block 45, Ysleta Grant, El Paso, El Paso County, Texas.

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is all of Tracts 3, 4, 8A and 8B, Block 45, Ysleta Grant, El Paso, El Paso County, Texas and is more particularly described by metes and bounds as follows:

Commencing at an existing City Monument lying on the centerline of Old Pueblo Road (25' right-of-way), from which a found bolt lying on the centerline intersection of Old Pueblo Road and the centerline of Candelaria Street (30' right-of-way), bears South 02° 17' 00" East, a distance of 341.59 feet; Thence, North 07° 03' 00" West, along said centerline of Old Pueblo Road, a distance of 7.80 feet; Thence, North 82° 57' 00" East, a distance of 12.50 feet to a point lying on the common boundary line between Tracts 2A and 3, Block 45, Ysleta Grant, also lying on the easterly right-of-way line of Old Pueblo Road, said point being a set nail and being the TRUE POINT OF BEGINNING of this description;

THENCE, North 07° 03' 00" West, along said right-of-way line, a distance of 135.03 feet to a point lying on the common boundary line between Tracts 4 and 5, Block 45, Ysleta Grant, said point being a set chiseled "X";

THENCE, North 84° 19' 00" East, along said boundary line, a distance of 218.49 feet to a set nail;

THENCE, North 04° 45' 00" West, along the westerly boundary line of Tract 4, Block 45, Ysleta Grant, a distance of 176.76 feet to a point lying on the common boundary line between Tracts 4 and 6A, Block 45, Ysleta Grant, said point being a set ½-inch iron with SLI plastic cap stamped "TX2998";

THENCE, North 04° 45' 00" West, along said boundary line, a distance of 34.64 feet to a point lying on the common boundary line between Tracts 4 and 7, Block 45, Ysleta Grant, said point being a found 3-inch diameter pipe;

THENCE, South 86° 20' 00" East, a distance of 136.10 feet to a point lying on the common boundary line between Tracts 7 and 8B, Block 45, Ysleta Grant, said point being a set ½-inch iron with SLI plastic cap stamped "TX 2998";

THENCE, North 09° 23' 00" East, along the common boundary line between Tracts 7, 8A and 8B, Block 45, Ysleta Grant, a distance of 88.50 feet to a point lying on the common boundary line between Tracts 7 and 8A, Block 45, Ysleta Grant, said point being a set ½-inch iron with SLI plastic cap stamped "TX 2998";

THENCE, North 37° 04' 00" East, along said boundary line, a distance of 76.30 feet to a point lying on the common boundary line between Tract 8A and the southerly right-of-way line of Franklin Canal (90' right-of-way), said point being a set ½-inch iron with SLI plastic cap stamped "TX 2998";

THENCE, South 37° 27' 00" East, along said boundary line, a distance of 104.90 feet to a point lying on the northerly right-of-way line of Candelaria Street, said point being a set chiseled "X";

THENCE, South 31° 10' 00" West, along said right-of-way line, a distance of 423.60 feet to a set nail;

THENCE, South 30° 14' 00" West, continuing along said right-of-way line, a distance of 102.80 feet to a point lying on the common boundary line between Tracts 2B and 3, Block 45, Ysleta Grant, said point being a set nail;

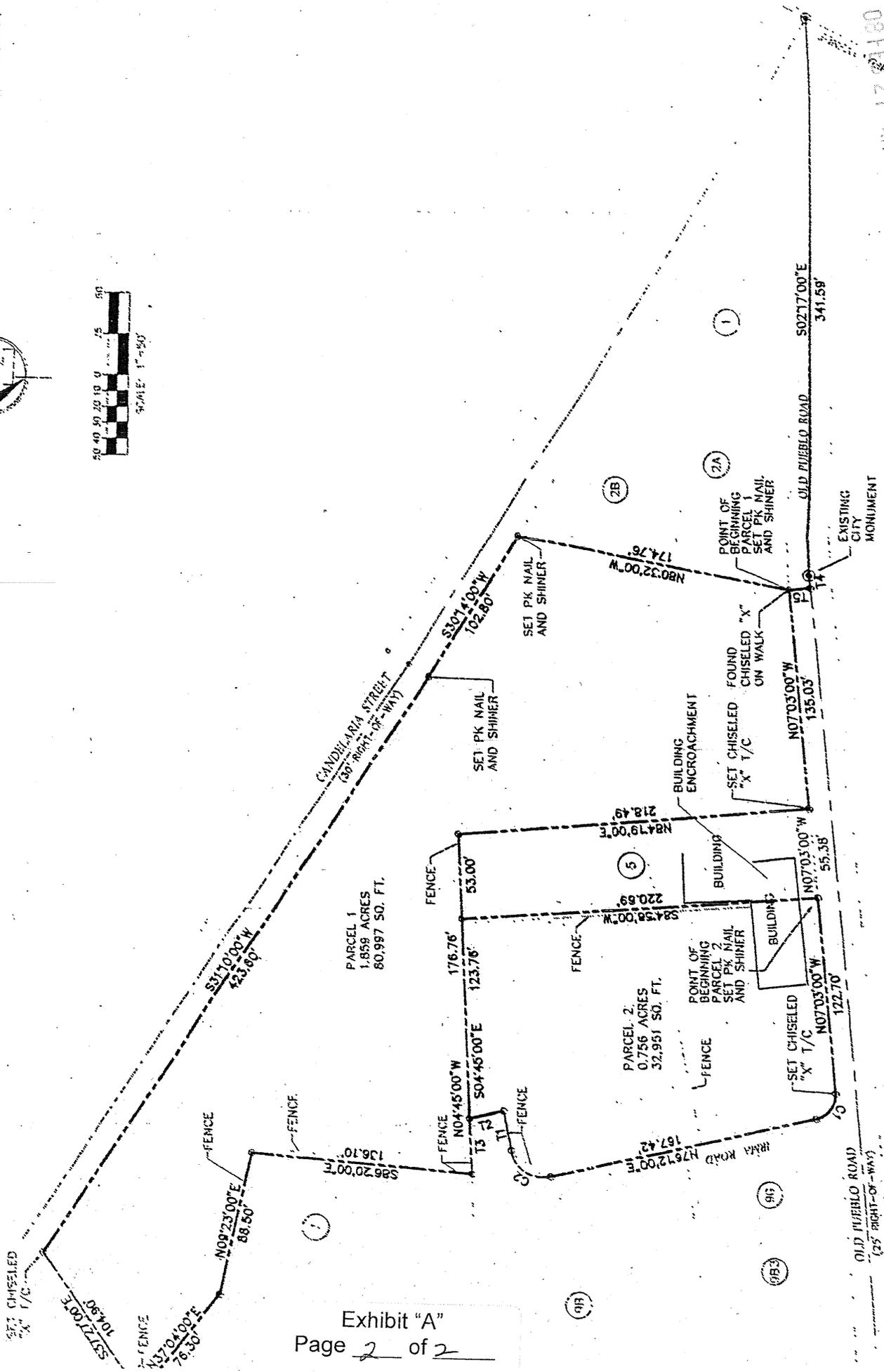
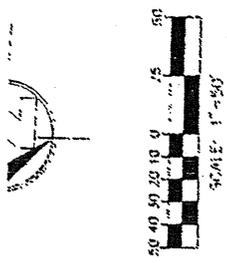
THENCE, North 80° 32' 00" West, along said boundary line, a distance of 174.76 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 1.859 acres (80,997 sq. ft.) of land more or less.

Exhibit "A"

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STATE OF TEXAS §
 §
COUNTY OF EL PASO §

CONTRACT OF SALE

This Agreement is entered into this _____ day of _____, 2008, by and between the **CITY OF EL PASO**, hereinafter referred to as the “City”, and **OMEGA PAVING CONTRACTORS, INC.**, hereinafter referred to as the “Buyer”.

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

1. **Description of Property.** The City hereby agrees to sell and convey and the Buyer hereby agrees to acquire free and clear of any liens or encumbrances, the following described real property located in El Paso County, Texas:

A 1.859-acre parcel, (80,977 sq. ft.) more or less, being all of Tracts 3, 4, 8A and 8B, Block 45, Ysleta Grant, El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in Exhibit “A,” attached hereto and made a part hereof for all purposes,

together with any interest in (i) all improvements, if any, (ii) all right, title and interest of the City in and to any easements, appurtenances, and right-of-ways, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, and (iii) all ground water, water rights or rights to surface water will be subject to all easements, restrictions, reservations, right of ways, dedications, and other encumbrances of record or apparent upon the real property, all of such property, hereinafter collectively referred to as the “Property.” In addition, the following conditions will be applicable to the City’s sale of the Property:

- 1.1 **Radioactive Materials.** Any conveyance of this Property will be subject to a restrictive covenant to the effect that the Buyer, its successors or assigns, will not, for a period of at least seventy-five (75) years, discard, place, or store upon such land, any radioactive material or other materials which would contaminate or otherwise damage the ground water supply or resources of the City.
- 1.2 **Surveys.** The Buyer accepts responsibility for conducting its own archeological and environmental surveys of the Property. Any mitigation of any conditions on the Property, including archeological sites or, without limitations, adverse environmental conditions, shall be at the expense of the Buyer who shall take the Property subject to all existing conditions. The Buyer accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the Property.
- 1.3 **Groundwater.** All ground water, water rights, or rights to surface water shall be reserved to the City and will be subject to all easements, restrictions, reservations, rights of way, dedications and other encumbrances of record apparent upon the property. The

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Buyer shall not have the right to drill a well and produce therefrom any quantity of groundwater.

1.4 **Easements.** Easements for water and wastewater lines, if not located in public streets, shall be provided at no cost to the City or its Public Service Board.

2. **Amount of Payment of Purchase Price.** The purchase price for the Property shall be **SEVENTY-SEVEN THOUSAND FIVE HUNDRED FORTY AND 00/100THS DOLLARS (\$77,540.00)**, which sum includes the appraisal services fee of \$3,800.00, surveying costs of \$3,800.00, signage fee of \$940.00, plus any additional closing costs as identified in Paragraph 5.2.

2.1 **Payment of Sales Price.** The full amount of the purchase price will be payable in cash at the closing.

2.2 **Earnest Money.** The City acknowledges the receipt of earnest money paid to the City by the Buyer in the amount of **SEVEN THOUSAND SEVEN HUNDRED NINETY-FIVE AND 70/100THS DOLLARS (\$7,795.70)**, which will be credited to the purchase price at the time of closing.

3. **Conditions to the Buyer's Obligations.** The obligations of the Buyer hereunder is to consummate the transaction contemplated herein are subject to the satisfaction of each of the following conditions, any of which may be waived, in whole or in part, in writing by the Buyer, at or prior to Closing.

3.1 **Title Insurance.** Within fourteen (14) days after receipt of written notification of the City's acceptance of the Buyer's offer, the Buyer shall provide the City with all information necessary to close the sale with the intent that, without good cause existing or further delay, it is anticipated that the City and the Buyer will close within thirty (30) days from the date of the approval of the City Council of an ordinance authorizing the sale of the Property. The Buyer at its expense will order a title commitment ("Commitment"), accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the Buyer ("Owner's Policy").

3.2 **Title Objections.** The Buyer will give the City written notice after it receives the Commitment that the condition of the title set forth in the Commitment is or is not satisfactory. In the event the Buyer states that the condition is not satisfactory, the Buyer will specifically set forth in such notice the defect or exception to title that is deemed objectionable. City may promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.

4. **Representations of City.** The City hereby represents, to the extent allowed by law, to the Buyer that to the best of its knowledge, as follows:

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- 4.1 **Parties in Possession.** At the time of closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise.
- 4.2 **Mechanic's Lien.** (i) No action has been taken, suffered or permitted by or on behalf of the City, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein; and (ii) no liens or lien claims, choate or inchoate, arising from the City's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property; and (iii) except as expressly disclosed in the documents relating to this transaction, the City has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the City.
- 4.3 **Litigation.** There is no pending or contemplated litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.
- 4.4 **Bills Paid.** At closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property.
- 4.5 **Compliance Law.** All laws, ordinances, rules and regulations of any Government or any agency, body or subdivision thereof, bearing in the development of the Property, have been complied with.
- 4.6 **Taxes.** While the City owned the Property, the Property was exempt from ad valorem taxes.
- 4.7 **Pre-Closing Claims.** City agrees that the Buyer's acceptance of title to the Property under the conveyance documents should not create any liability on the Buyer's part to third parties that have claims of any kind against the City in connection with the Property. The City hereby expressly disclaims any and all liability to third parties that have any claims against the City.
- 4.8 **Condition of Property Prior to Closing.** Prior to Closing, the City shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the Buyer.
- 4.9 **"AS IS, WHERE 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. THE BUYER ACCEPTS THE PROPERTY "AS IS, WHERE IS", AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE CITY AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE

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REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE CITY. THE BUYER FURTHER 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 THE CITY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CITY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE CITY AND PURCHASED BY THE BUYER SUBJECT TO THE FOREGOING.

4.10 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, AS BETWEEN THE CITY AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE CITY FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE CITY FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE CITY'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE CITY'S REPRESENTATIVES.** THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE CITY 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

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LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE CITY IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

IN PARTICULAR, THE BUYER ACKNOWLEDGES THAT THE CITY HAS ADVISED IT THAT THERE IS ASBESTOS ON THE PROPERTY AND THAT IT MUST COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS IN ADDRESSING THE ASBESTOS.

4.11 **Buyer's use.** The Buyer represents to the City that it intends to use the property in accordance with the representations in Exhibit "B," attached hereto and made a part hereof for all purposes.

4.12 **Survival.** All agreements of the City made in this document shall survive the execution and delivery hereof and the Closing hereunder, until such time as all of the obligations of the signatories hereto shall have lapsed in accordance with their respective terms or shall have been discharged in full.

5. **Closing.** The closing of this transaction ("Closing") shall take place at the offices of Stewart Title Company, 4849 N. Mesa, Suite 100, El Paso, Texas 79912 on or before the later of (i) thirty (30) days from the Effective Date; or (ii) thirty (30) days after the execution of this Agreement by the City, subject to delays due to the City's efforts to cure any title objection under Section 2.2.

5.1 **Possession.** Possession of the Property will be transferred to the Buyer upon Closing.

5.2 **Closing Costs.**

(a) All recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer shall be paid by the Buyer.

(b) Premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property shall be paid by the Buyer.

(c) The fees for advertising in the amount of \$481.13 and any other costs the City may have incurred in the preparation for the sale of the Property (Solicitation No. 2008-091) shall be paid by the Buyer.

(d) The appraisal services fee of \$3,800.00, surveying costs of \$3,800.00, and a signage fee of \$940.00, which are included in the purchase price of the Property, shall be paid by the Buyer. These fees are included within the stated Purchase Price, and are not in addition to the stated Purchase Price.

5.3 **City's Obligations.** At Closing, the City shall deliver to the Buyer a duly executed and acknowledged Special Warranty Deed conveying the Property and any related easements, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for (i) ad valorem taxes for the year of Closing, if any, which

shall be assumed by the Buyer upon closing, (ii) the standard printed exceptions contained in the usual form of the Owner's Policy, and (iii) any other exceptions set forth in the Title Policy which the Buyer has approved pursuant to Paragraph 4 above.

5.4 **Other Obligations.** Each party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate this transaction.

6. **Default.**

6.1 **Breach by City.** In the event that the City shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the Buyer's default, or the termination of this Agreement in accordance with its terms, the City agrees to absorb the cost of the appraisal services and other costs the City may have incurred in preparation for the sale of the Property. In addition, the City will return the earnest money provided by the Buyer.

6.2 **Breach by the Buyer.** In the event that the Buyer shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the City's default, or the termination of this Agreement in accordance with its terms, the Buyer agrees to forfeit the earnest money it has provided to the City.

7. **Miscellaneous.**

7.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties:

City: Joyce A. Wilson
City Manager
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

Buyer: Omega Paving Contractors, Inc.
Jorge Valenzuela, President
428 Frederick
El Paso, Texas 79905

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8. **Entire Agreement / Governing Law.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the party against whom enforcement is sought. This

Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas.

- 8.1 **Time.** Time is of the essence of this Agreement and each and every provision hereof.
- 8.2 **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.
- 8.3 **Survival of Provisions.** The terms contained in this Agreement, including without limitation, representations, warranties, covenants and agreements of the parties, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Contract, which will be construed as if the invalid or unenforceable provision had never existed.
- 8.4 **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- 8.5 **Compliance.** In accordance with the requirements of Section 2B of the Texas Real Estate License Act, the Buyer is hereby advised that it should be furnished with or obtain a policy of title insurance or have an abstract covering the Property examined by an attorney of its own selection.
- 8.6 **Effective Date.** As used herein, "Effective Date" shall mean the date of the approval of City Council of an Ordinance authorizing the sale of the Property.

The above instrument, together with all conditions thereto, is hereby executed by the City this _____ day of _____, 2008.

CITY OF EL PASO
A Municipal Corporation

By _____
Joyce A. Wilson, City Manager

APPROVED AS TO CONTENT:

Carmen Arrieta Candelaria
Carmen Arrieta-Candelaria
Chief Financial Officer

APPROVED AS TO CONTENT:

Gonzalo Cedillos
Gonzalo Cedillos
Capital Assets Manager

APPROVED AS TO FORM:

Theresa Cullen-Garney
Theresa Cullen-Garney
Deputy City Attorney

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ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2008, by Joyce Wilson, City Manager of the City of El Paso.

My Commission Expires: _____
Notary Public, State of Texas

The above instrument, together with all conditions thereto is hereby executed by **Jorge Valenzuela, President of Omega Paving Contractors, Inc.**, this 20 day of Feb. 2008, 2008.

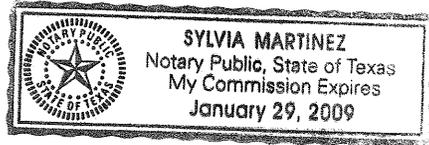
BUYER
Omega Paving Contractors, Inc.

By: Jorge Valenzuela
Jorge Valenzuela, President

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ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)



This instrument was acknowledged before me on the 20th day of February, 2008, by Jorge Valenzuela of Omega Paving Contractors, Inc.

My Commission Expires: 01/29/09
Sylvia Martinez
Notary Public, State of Texas

PARCEL 1

Property Description: All of Tracts 3, 4, 8A and 8B, Block 45, Ysleta Grant, El Paso, El Paso County, Texas.

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is all of Tracts 3, 4, 8A and 8B, Block 45, Ysleta Grant, El Paso, El Paso County, Texas and is more particularly described by metes and bounds as follows:

Commencing at an existing City Monument lying on the centerline of Old Pueblo Road (25' right-of-way), from which a found bolt lying on the centerline intersection of Old Pueblo Road and the centerline of Candelaria Street (30' right-of-way), bears South 02° 17' 00" East, a distance of 341.59 feet; Thence, North 07° 03' 00" West, along said centerline of Old Pueblo Road, a distance of 7.80 feet; Thence, North 82° 57' 00" East, a distance of 12.50 feet to a point lying on the common boundary line between Tracts 2A and 3, Block 45, Ysleta Grant, also lying on the easterly right-of-way line of Old Pueblo Road, said point being a set nail and being the TRUE POINT OF BEGINNING of this description;

THENCE, North 07° 03' 00" West, along said right-of-way line, a distance of 135.03 feet to a point lying on the common boundary line between Tracts 4 and 5, Block 45, Ysleta Grant, said point being a set chiseled "X";

THENCE, North 84° 19' 00" East, along said boundary line, a distance of 218.49 feet to a set nail;

THENCE, North 04° 45' 00" West, along the westerly boundary line of Tract 4, Block 45, Ysleta, Grant, a distance of 176.76 feet to a point lying on the common boundary line between Tracts 4 and 6A, Block 45, Ysleta Grant, said point being a set ½-inch iron with SLI plastic cap stamped "TX2998";

THENCE, North 04° 45' 00" West, along said boundary line, a distance of 34.64 feet to a point lying on the common boundary line between Tracts 4 and 7, Block 45, Ysleta Grant, said point being a found 3-inch diameter pipe;

THENCE, South 86° 20' 00" East, a distance of 136.10 feet to a point lying on the common boundary line between Tracts 7 and 8B, Block 45, Ysleta Grant, said point being a set ½-inch iron with SLI plastic cap stamped "TX 2998";

THENCE, North 09° 23' 00" East, along the common boundary line between Tracts 7, 8A and 8B, Block 45, Ysleta Grant, a distance of 88.50 feet to a point lying on the common boundary line between Tracts 7 and 8A, Block 45, Ysleta Grant, said point being a set ½-inch iron with SLI plastic cap stamped "TX 2998";

THENCE, North 37° 04' 00" East, along said boundary line, a distance of 76.30 feet to a point lying on the common boundary line between Tract 8A and the southerly right-of-way line of Franklin Canal (90' right-of-way), said point being a set ½-inch iron with SLI plastic cap stamped "TX 2998";

THENCE, South 37° 27' 00" East, along said boundary line, a distance of 104.90 feet to a point lying on the northerly right-of-way line of Candelaria Street, said point being a set chiseled "X";

THENCE, South 31° 10' 00" West, along said right-of-way line, a distance of 423.60 feet to a set nail;

THENCE, South 30° 14' 00" West, continuing along said right-of-way line, a distance of 102.80 feet to a point lying on the common boundary line between Tracts 2B and 3, Block 45, Ysleta Grant, said point being a set nail;

THENCE, North 80° 32' 00" West, along said boundary line, a distance of 174.76 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 1.859 acres (80,997 sq. ft.) of land more or less.

Exhibit "A"

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CITY CLERK DEPT.

City of El Paso
Financial Services
Attn: Gonzalo Cedillos, P.E.
Capital Assets Manager

Re: 124 Old Pueblo Rd.
Solicitation No. 2008-090
Sale of vacant land on Candelaria St.
Solicitation No. 2008-091

I am sending you this information in response to your February 5th, 2008 letter. You may use the Title Company of your preference. Regarding the proposed use or improvements to the properties mentioned above, I am planning to develop the land and divide it into 6,000 Sq. Ft. lots for new housing old pueblo style, following construction covenants as per City of El Paso. I hope this information answers your questions, please feel free to contact me if any other further information is needed.

Cordially yours,



Jorge Valenzuela
(915) 740-5805

CITY CLERK DEPT.
08 FEB 21 AM 9:10

CONDITIONS OF SALE

This particular parcel has been identified as having a historic overlay restriction. The site is zoned R-4H Residential/Historic located in the Ysleta Pueblo Neighborhood.

The parcel identified as **Vacant land on Candelaria Street** has the following restrictions as condition of sale:

1. Offeror will be required to identify a proposed use(s) for the property, and such plan is to be incorporated into the contract of sale and/or deed.
2. The proposed use should be such that will enhance the value and use of the ownership of the surrounding properties.
3. Successful Offeror cannot sell or assign this contract, or after the closing of the property, without the express written consent of the City, for a three-year period following the date of the closing of the contract of sale.
4. The development and improvements to the property must commence within twelve (12) months after closing.
5. All development must comply with all applicable City of El Paso Code and Historic Overlay provisions.
6. Between the date of closing and the completion of all renovations, the Buyer shall keep the property properly secure and clean in conformance with applicable City Code.
7. If, in its sole discretion, the City determines that the Buyer has not complied with the terms and conditions related to the sale, the City reserves the right to enforce the restriction(s) in accordance with the provisions of the contract of sale or deed, which may include an option for the City to repurchase the property from the Buyer at the original sale price the Buyer paid the City for the real property, because of the buyer's failure to comply with the terms and conditions related to the sale resulted in a failure to continue to improving the safety and quality of life in the surrounding neighborhood, which is a condition precedent to the sale.

08 FEB 21 AM 9:10
CITY CLERK DEPT.