

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

DEPARTMENT: Community and Human Development

AGENDA DATE: May 2, 2006

CONTACT PERSON/PHONE: Nathalie Prise/541-4643

DISTRICT(S) AFFECTED: District #3 – Representative Lozano

**SUBJECT:**

APPROVE an ordinance authorizing the City Manager to sign a special warranty deed and any other documents necessary to properly convey Tract 9F3, Block 2, Ascarate Grant, an addition to the City of El Paso, El Paso County, Texas, Texas, including the improvements thereon, to Centro de Salud Familiar La Fe, Inc., A Texas non-profit corporation.

**BACKGROUND / DISCUSSION:**

The property in question is the HIV/AIDS facility located at 1501-1505 Mescalero and administered by Centro De Salud La Fe. This facility was originally owned by Southwest AIDS Committee (SWAC) and renovated with Community Development funds under a Forgivable Loan Agreement entered into in December 1993. SWAC went out of existence and the facility reverted to the City in December 1998 because the agreement had not been fulfilled. La Fe has operated the facility since that time and is now requesting ownership because they plan to upgrade the facility using their own funds and would prefer to take ownership to do so. La Fe's agreement with the City will guarantee that the facility would be used to serve low- and moderate-income persons in the future. This transfer would be in the best interests of the City, as it would remove any City liability in the operation of the facility while still providing the services intended.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

No

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required)  **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** Nathalie Prise

(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:** \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A SPECIAL WARRANTY DEED AND ANY OTHER DOCUMENTS NECESSARY TO PROPERLY CONVEY TRACT 9F3, BLOCK 2, ASCARATE GRANT, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, INCLUDING THE IMPROVEMENTS THEREON, TO CENTRO DE SALUD FAMILIAR LA FE, INC., A TEXAS NON-PROFIT CORPORATION.**

**WHEREAS**, by document dated December 1, 1998, and upon a finding of default by SWAC, City and SWAC jointly agreed to termination of all Forgivable Loan Agreements in exchange, in part, for conveyance to City of title to the Mescalero Facility; and

**WHEREAS**, City, on May 21, 2001, leased the Mescalero Facility to Centro De Salud Le Fe, Inc., a Texas non-profit corporation ("La Fe"); and

**WHEREAS**, City's lease with La Fe expires in May of 2006; and

**WHEREAS**, La Fe has proposed transfer of City's ownership interest in the Mescalero Facility in exchange for continued HIV/AIDS services and related programs; and

**WHEREAS**, Texas Local Government Code §253.011 permits conveyance to a non-profit corporation when such entity will use and continue to use the conveyed property for a public purpose; and

**WHEREAS**, the El Paso City Council has determined that La Fe's use of the facility promotes a public purpose, that the conveyance of the Mescalero Facility will further and support that purpose, and that the conveyance should thus be permitted subject to continued perpetual use of the facility in furtherance of that public purpose.

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

1. That the City Manager is hereby authorized to sign, on behalf of the City, a Special Warranty Deed conveying title of the Mescalero Facility, an area more properly described by metes and bounds attached hereto as Exhibit "A," from the City of El Paso ("Grantor") to Centro Del Salud Familiar La Fe, Inc. ("Grantee") pursuant to the provisions of Texas Local Government Code § 253.011.
2. That the City Manager is hereby authorized to sign, on behalf of the City, a §253.011 T.L.G.C. Agreement, and/or any other documents necessary to properly effectuate the conveyance provided for herein.

3. That the transfer of Title shall not include transfer of City ownership of three statues together titled "Hope Trilogy" currently in place at the Mescalero Facility.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2006.

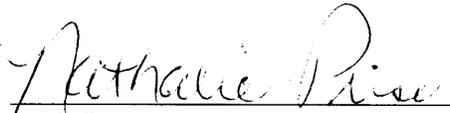
**THE CITY OF EL PASO**

\_\_\_\_\_  
John F. Cook,  
Mayor

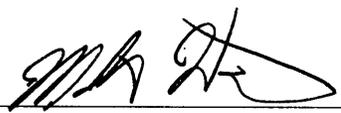
**ATTEST:**

\_\_\_\_\_  
Richarda Momsen,  
City Clerk

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Nathalie Prise, Director  
Community and Human Development

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Matt Watson,  
Assistant City Attorney

**CITY-LA FE AGREEMENT  
CONCERNING MESCALERO FACILITY  
CONVEYANCE**

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This Agreement, between the City of El Paso, a municipal corporation, hereinafter referred to as "City," and Centro De Salud Familiar La Fe, Inc., a tax-exempt, non-profit Texas corporation, hereinafter referred to as "Grantee," shall be effective upon the occurrence of both execution and transfer of title and shall continue so long as title continues to vest with Grantee.

**WHEREAS**, the City of El Paso entered into Forgivable Loan Agreements with Southwest AIDS Committee, Inc. ("SWAC") related to acquisition, rehabilitation and construction concerning TRACT 9F3, BLOCK 2, ASCARATE GRANT, an addition to the City of El Paso with a common address of 1501-1505 Mescalero Drive ("Mescalero Facility"); and

**WHEREAS**, by document dated December 1, 1998, and upon a finding of default by SWAC, City and SWAC jointly agreed to termination of all Forgivable Loan Agreements in exchange, in part, for conveyance to City of title to the Mescalero Facility; and

**WHEREAS**, the City has since maintained ownership of this facility, such facility funded in part by Federal Block Grant assistance; and

**WHEREAS**, City would like to convey and Grantee would like to accept the conveyance of the Mescalero Facility in compliance with §253.011 of the Texas Local Government Code, a provision which permits conveyance to a non-profit entity in exchange for certain consideration provided for herein and additionally within the conveyance Deed; and

**WHEREAS**, City and Grantee are also intent on complying with requirements related to disposition of property acquired by use of Community Development Block Grant funds; and

**WHEREAS**, Grantee has agreed to comply with all applicable requirements as provided for herein;

**NOW, THEREFORE**, the parties mutually agree as follows:

**Section 1. PROGRAM SCOPE**

A. Grantee is to acquire from City, pursuant to §253.011 Texas Local Government Code requirements, the property located at Tract 9F3, Block 2, ASCARATE GRANT, an addition to the City of El Paso, El Paso County, Texas, according to a resurvey made for tax purposes (“Mescalero Facility”) and use it as a health care facility for low and moderate income residents of El Paso with HIV/AIDS. For purposes of this contract, “low and moderate income” shall have the definition assigned to it by H.U.D. which applies to use of Community Development Block Grant funds.

B. Grantee agrees to keep the Mescalero Facility open and operating during all such hours as are normal for a health care clinic of this type. Grantee also agrees that the Center will be made fully accessible to disabled persons and agrees to comply with City Ordinance No. 9779 concerning the disabled dated August 8, 1989. This obligation to operate the Mescalero Facility shall continue so long as Grantee continues ownership of the Mescalero Facility.

**Section 2. GRANTEE CERTIFICATIONS**

Grantee herein certifies the following:

A. That a current executed copy of its Articles of Incorporation, and any amendments thereto, is on file with the Texas Secretary of State;

B. That Grantee is a duly licensed, non-profit corporation registered to conduct business in the State of Texas;

C. That Grantee retains Internal Revenue Service approved tax except status;

D. That Grantee is (i) financially solvent, and (other than current accounts payable) that no claims, past due taxes, liens, judgments, or law suits now exist against Grantee or its assets; and (ii) that Grantee shall immediately notify City in writing if there are any changes during the life of this Agreement, in any of the items covered by this Section 2. Any violation of this provision, or misrepresentation hereunder, shall constitute a breach of this Agreement. City may then exercise its remedies under the default provision herein.

E. Grantee represents and warrants that the persons executing this Agreement and all instruments related hereto has the authority to commit the corporation to the obligations, financial and otherwise, pursuant to this Agreement.

### **Section 3. EVENTS OF DEFAULT OR BREACH**

A Default shall consist of:

1. Any use of the Mescalero Facility for any purpose other than as authorized in this Agreement or pursuant to the Deed from City;
2. A breach of any covenant, agreement, or warranty of the Grantee, to include Grantee certifications made in this Agreement;
3. The filing of any petition by or against Grantee under the Federal Bankruptcy Act or any similar law, state or federal, or Grantee's failure to continue operations as a going business, or Grantee's insolvency, or any manifestation or statement by Grantee that it does not intend to continue performance of its obligations hereunder.

### **Section 4. CITY'S REMEDIES UPON DEFAULT**

Upon the occurrence of any event of default, the City Manager shall, as per §253.011 Texas Local Government Code requirements, notify Grantee, in writing, that City is required to exercise its automatic reversion should default be determined by City Council. City Manager,

upon belief that default continues to occur, shall, upon the expiration of sixty (60) days following the date of the letter, submit an item to the El Paso City Council requesting a finding of default of the §253.011 Local Government Code requirements. Upon City Council finding of current and continued default, title shall automatically revert to City without further notice, foreclosure or action on the part of the City save and except for the filing by City of an instrument in writing of notice of reversion in the Deed records of El Paso County, Texas.

**Section 5. ACCESS TO RECORDS, RECORDS, AND RECORDS RETENTION**

A. Grantee shall prepare and maintain proper files, books, and records in accordance with all applicable City of El Paso Department of Community and Human Development requirements pertaining to costs incurred, audits, income derived from the Mescalero Facility, administration, persons assisted, and all other relevant matters.

B. HUD, City and/or their designees shall have reasonable access to, and a right to make copies of, and a right to audit, all of Grantee's files, books, and records which they deem pertinent to the performance of this Agreement, all as determined solely in the reasonable exercise of City's or HUD's discretion. These rights shall continue for so long as Grantee retains ownership pursuant to this agreement and §253.011 Texas Local Government Code.

C. An annual letter report shall be submitted to the Director of Community and Human Development regarding the number of people assisted, the type of assistance rendered, and any other matters reasonably requested by City. The first report shall be due twelve (12) months after the effective date of this Agreement.

F. Monitoring: City reserves the right on its behalf and on behalf of the Department of Housing and Urban Development to perform, or have their designees perform, a periodic on-site monitoring of Grantee's compliance with the provisions hereof. Said monitoring shall be

conducted in a reasonable time, place and manner by City. Grantee will provide assistance and information needed by City in monitoring and evaluating the performance of the above-mentioned areas of accountability. It is understood that City or its designee may perform periodic fiscal and program monitoring reviews, including a review of the audit.

Monitoring reviews will include a written report to the Grantee documenting findings and concerns that will require a response to City. An acceptable response must be received by the City within 45 days from the Grantee's receipt of the monitoring report or audit review letter. Failure to take all actions necessary to resolve and close monitoring or audit findings within 75 days from receipt of the monitoring report or audit review letter shall trigger Section 4 Default Proceedings. The Director of Community and Human Development shall have the sole discretion to extend the 75 day period for reasons said Director may judge to be extenuating circumstances.

#### **Section 6. COMPLIANCE WITH LAW**

Grantee shall comply with all applicable federal, state, and local laws including City ordinances, codes, regulations, and guidelines. Failure to do so in any manner which impairs the quality of Grantee's performance hereunder, or affects the administration of the funds provided hereunder, or exposes City to penalties or to censure by HUD, shall constitute a default.

#### **Section 7. DISCRIMINATION PROHIBITED**

No person in the United States shall, on the grounds of race, creed, color, national origin, (including immigration status where an alien holds proper work authorization) sex, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to segregation or discrimination in any way, shape, or form in employment or under projects or activities funded in whole or in part with funds made available to the Grantee pursuant to this Agreement.

**Section 8. INSURANCE AND RELATED MATTERS**

C. Grantee agrees to maintain for the life of this Agreement, liability insurance in the minimum amounts of two hundred fifty thousand dollars (\$250,000.00) for each person and five hundred thousand dollars (\$500,000.00) for each single occurrence covering bodily injury or death and one hundred thousand dollars (\$100,000.00) for each single occurrence of damage to or destruction of property. City reserves the right to periodically review the insurance required hereunder and to adjust the amounts in accordance with statutory changes.

**Section 9. GRANTEE'S OWNERSHIP, ETC.**

Grantee shall immediately notify City in writing in the event of any material change in Grantee's ownership, organization, control, management, non-profit or tax status, or insurance status.

**Section 10. INDEPENDENT CONTRACTOR**

City and Grantee agree that Grantee is an Independent Contractor, and that no term or provision hereof or act of Grantee in the performance of this Agreement shall be construed as making Grantee an agent of City.

**Section 11. ASSIGNMENT**

Grantee may not assign or otherwise transfer this Agreement either as to obligations or benefits, except when Grantee's proposed assignee complies with §253.011 and the City otherwise agrees in writing to such assignment.

**Section 12. GENERAL PROVISIONS**

A. Grantee hereby agrees to provide any and all documentation necessary to fulfill any and all City requirements pertaining hereto.

B. Grantee represents that the information furnished to City, upon which City relied to make this conveyance, is correct and true.

C. This Agreement is entered into in the City and County of El Paso, Texas, and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.

D. Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights and the rights granted hereunder are in addition to those available under law and equity.

E. All agreements, covenants, or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this shall be interpreted as though such invalid agreement, covenant, or provision were not contained herein.

F. All notices, communications, and reports under this Agreement shall be either hand delivered or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: The City of El Paso  
Attention: Director, Community & Human Development  
Two Civic Center Plaza, 8th Floor  
El Paso, Texas 79901-1196

GRANTEE: Centro De Salud Familiar La Fe, Inc.  
Attention: Executive Director  
608 South Saint Vrain  
El Paso, Texas 79901

J. This Agreement reflects the final, complete, and exclusive understandings of the parties hereto, and may not be waived, altered, or modified except by written agreement of the parties.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson,  
City Manager

**GRANTEE:**

By: \_\_\_\_\_  
Salvador Balcorta, Executive Director

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Matt Watson,  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Nathalie Prise, Director  
Community & Human Development

**Acknowledgment**

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20, by \_\_\_\_\_, \_\_\_\_\_ of **THE CITY OF EL PASO**, a  
home-rule municipal corporation, on behalf of said corporation.

Notary's Commission Expires:

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed)  
\_\_\_\_\_

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20, by \_\_\_\_\_, \_\_\_\_\_ of **THE CITY OF EL PASO**, a  
home-rule municipal corporation, on behalf of said corporation.

Notary's Commission Expires:

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed)  
\_\_\_\_\_

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

***SPECIAL WARRANTY DEED***

**DATE:** \_\_\_\_\_, 2006

**GRANTOR:** The City of El Paso, Texas, a Texas Home Rule Municipal Corporation

**GRANTOR'S MAILING ADDRESS (including county):**

2 Civic Center Plaza  
El Paso, Texas 79901-1196  
El Paso County

**GRANTEE:** Centro De Salud Familiar La Fe, Inc., a Texas Non-Profit Corporation

**GRANTEE'S MAILING ADDRESS (including county):**

608 South Saint Vrain Street  
El Paso, Texas 79901-3007  
El Paso County

**CONSIDERATION:** Agreement of Grantee, a Non-Profit Texas Corporation, by acceptance hereof, to continue to utilize the property in a manner that promotes the public purpose of providing health services to low and moderate income citizens of El Paso to include but not necessarily limited to HIV/AIDS treatment and care, to continue in existence as a non-profit corporation which is exempt from federal taxation under Section 501(C)(3) of the Internal Revenue Code of 1986, as amended, and to comply with any federal requirements set forth pursuant to the conveyance of property acquired by use of federal grant money. This consideration is herein offered and accepted pursuant to requirements set forth in §253.011 of the Texas Local Government Code and is further elaborated in a separate binding Agreement entered into and effective upon conveyance and found of record with the City of El Paso City Clerk.

**PROPERTY:**

Tract 9F3, Block 2, ASCARATE GRANT, an addition to the City of El Paso, El Paso County, Texas, Property Records, El Paso County, Texas, according to a resurvey made for tax purposes and being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes, and hereinafter referred to as "the Premises".

**RESTRICTIONS, CONDITIONS AND RESERVATIONS FROM AND EXCEPTIONS TO**

**CONVEYANCE AND WARRANTY:**

1. This conveyance is subject to all easements, rights-of-way, and prescriptive rights whether of record or not, all presently recorded instruments, and retention of the HOPE TRILOGY artwork currently located at the Property, such artwork to remain City owned.
2. Grantee permits Grantor or Grantor's designee to enter upon the premises during normal business hours for inspection of the premises, to include review of accounting books and financial paperwork as is necessary, to ensure compliance pursuant to the requirement that Grantee continue to use the Property in a manner consistent with the consideration offered and accepted herein.
3. **REVERSIONARY PROVISION:** This transfer is subject to the continued provision of the consideration provided for herein both in this Deed as well as the 253.011 Texas Local Government Code Agreement provided for herein. The breach or failure to fulfill any covenant or condition as set forth in this instrument, or discontinuance of consideration provided for herein or in the Agreement, and the failure to cure such breach or failure shall, upon determination of continued default by the governing body of Grantor, result in the title to the Property automatically reverting to the Grantor without further notice, foreclosure or action on the part of the Grantor save and except for the filing by Grantor of an instrument in writing of notice of reversion in the Deed Records of El Paso County, Texas. All improvements made to the Property prior to such breach or failure shall be owned by the Grantor as of the date of reversion without further cost or expense.

**GRANT AND CONVEYANCE:**

Grantor, for the consideration and subject to the restrictions, conditions, covenants, reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's, heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THE WARRANTY OF TITLE DELIVERED IN THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT IT IS ACCEPTING THE PROPERTY AS IS, WHERE IS AND WITH ALL FAULTS, WITHOUT ANY OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THOSE REGARDING (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE 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.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO

BE PROVIDED BY GRANTOR. GRANTEE 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 GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

GRANTOR SHALL NOT BE 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 PERSON.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Joyce Wilson, City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Matt Watson, Assistant City Attorney

This Deed is hereby accepted by Grantee under the terms, covenants and conditions stated herein as well as pursuant to a separate Agreement entered into concurrently each containing the requirement of continued public purpose use pursuant to requirements set forth in §253.011 of the Texas Local Government Code:

**Centro De Salud Familiar La Fe, Inc., a  
Texas Non-Profit Corporation**

\_\_\_\_\_  
BY: Salvador Balcorta, Executive Director

**ACKNOWLEDGMENTS**

STATE OF TEXAS            }  
  }  
COUNTY OF EL PASO        }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Joyce Wilson, the City Manager of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS            }  
  }

COUNTY OF EL PASO        }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Salvador Balcorta, the Executive Director of Centro De Salud Familiar La Fe, Inc., a Texas Non-Profit Corporation exempt from Federal Taxation under Section 501(C)(3) of the Internal Revenue Code of 1986, as amended.

\_\_\_\_\_  
Notary Public, State of Texas