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

DEPARTMENT: Financial Services

AGENDA DATE: May 29, 2007

CONTACT PERSON/PHONE: Gonzalo Cedillos, P.E., 541-4074

DISTRICT(S) AFFECTED: 6

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SUBJECT:

An Ordinance authorizing the City of El Paso to Quitclaim a 1.6529 Acre parcel, more or less, being a portion of the O.A. Danielson Survey No. 315, El Paso County, Texas to Crinco Lands, Ltd.

BACKGROUND / DISCUSSION:

In 1974, the City of El Paso received a parcel of land as a gift from Crinco Lands, LTD., a limited partnership. The land was conveyed to the City with certain deed restrictions which included that the property shall be used only as a site for a public museum. If the City were to no longer use the site as a museum, then the title would revert back to the limited partnership. This is the property known as the Old History Museum (a.k.a. The Calvary Museum) and is located at 12910 Gateway West. The City invested funds in the approximate amount of $293,000 in order to build the museum on the donated land.

Since a new facility for the Museum of History was built downtown in Cleveland Square, the Old History Museum was vacated in March 2007. This item was reviewed by the Capital Assets Real Estate Committee ("CARE") and determined that the Old History Museum no longer served a municipal purpose and therefore recommended the reversion back to Crinco Lands, LTD. as called for in the original deed.

PRIOR COUNCIL ACTION:

Yes, conveyance of real property.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

CARE reviewed several options to reuse the property but the deed restriction prohibited another use than a museum. CARE recommended that the property be reverted to the grantor.

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

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

DEPARTMENT HEAD: Carmen Arrieta 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:** _____

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING THE CITY OF EL PASO TO QUITCLAIM A 1.6529 ACRE PARCEL, MORE OR LESS, BEING A PORTION OF THE O.A. DANIELSON SURVEY NO. 315, EL PASO COUNTY, TEXAS TO CRINCO LANDS, LTD.

WHEREAS, on Jan.14, 1974, Crinco Lands, LTD., a limited partnership, conveyed a 1.6529 acre parcel of land, more or less, being a portion of the O.A. Danielson Survey No. 315, El Paso County, Texas to the City of El Paso (the City); and

WHEREAS, a restriction, condition, covenant and reservation of the conveyance was that the City shall use the property only as a site for a public museum, and if the property is not used for this purpose, the premises and improvements shall revert to the Grantor; and

WHEREAS, the City had used the property at 12901 Gateway West as the Museum of History; and

WHEREAS, the City has built a new Museum of History in Cleveland Square, and it will no longer being using the facility at 12901 Gateway West for museum purposes; and

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

That the City Manager is hereby authorized to execute a Quitclaim Deed conveying a 1.6529 acre parcel of land, more or less, being a portion of the O.A. Danielson Survey No. 315, El Paso County, Texas, being more particularly described in a Warranty Deed recorded in Book 499, Page 427 of the Real Property Records of El Paso County, Texas, to Crinco Lands, LTD.

PASSED AND APPROVED THIS _____ day of _____, 2007.

CITY OF EL PASO

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

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APPROVED AS TO FORM:

Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:

Carmen Arrieta-Candelaria
Chief Financial Officer

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.

THE STATE OF TEXAS }
}
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the CITY OF EL PASO of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO,** the Grantor, has released and quitclaimed and by these presents does release and quitclaim unto **CRINCO LANDS, LTD.**, a limited partnership, acting by and through J.A. CARDWELL, General Partner (owning, occupying and claiming other property as his homestead), the Grantee, all its rights, title interest, claim and demand in and to the following described real property and any improvements on the property in the County of El Paso, State of Texas:

A parcel of land out of the O.A. Danielson Survey No. 315, being more particularly described as follows:

From the monument at the intersection of the centerline of Loop 375 (Avenue of the Americas) and the centerline of Interstate 10, thence South 44° 00' 41" East, a distance of nine hundred eighty-eight and thirteen hundredths (988.13) feet to a point;

Thence North 45° 59' 19" East, a distance of two hundred sixty and no hundredths (260.00) feet to a point, said point being the point of beginning for this parcel;

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Thence North 45° 59'19" East, a distance of two hundred forty and no hundredths (240.00) feet to a point;

Thence South 44° 00'41" East a distance of three hundred and no hundredths (300.00) feet to a point;

Thence South 45° 59'19" West, a distance of two hundred forty and no hundredths (240.00) feet to a point;

Thence North 44° 00'41" West a distance of three hundred and no hundredths (300.00) feet to the point of beginning, containing 1.6529 acres of land, more or less, and as conveyed in Book 499, Page 427 of the Real Property Records of El Paso County Texas,

GRANTOR has executed and delivered this Deed, and GRANTEE by recording this Deed has accepted this Deed and acknowledges that the Property is being quitclaimed, AS IS, WHERE IS, AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, 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 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 PROPERTY IS BEING CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE SUBJECT TO THE FOREGOING.

AFTER THE RECORDING OF THIS DOCUMENT, BETWEEN THE GRANTOR AND THE GRANTEE, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT THE TIME THE DEED WAS RECORDED, THE GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE GRANTOR 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 GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE GRANTOR'S REPRESENTATIVES.** THE GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE GRANTOR 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 GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTLAL PROBLEMS AFFECTING THE PROPERTY.

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In addition, J.A. "Jack" Cardwell, hereby declares that G.R. "Rip" Russell conveyed, sold or transferred all his partnership interest in and to CRINCO LANDS, LTD, a limited partnership, and that he will indemnify, hold harmless, and defend and represent the Grantor, its officers, agents, and employees should G. R. "Rip" Russell or any of his heirs, assigns, or transferees claim any interest in the property hereby transferred to CRINCO LANDS, LTD.

WITNESS the following signatures and seal this _____ day of _____, 2007.

THE CITY OF EL PASO

_____
Joyce Wilson
City Manager

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Carmen Arrieta-Candelaria
Chief Financial Officer

APPROVED AS TO CONTENT:

_____
Jennifer E. Nielsen
Deputy Director, El Paso Museum of History

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2007, by Joyce Wilson, as City Manager of the CITY OF EL PASO.

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

_____

My Commission Expires:

_____

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ACCEPTANCE

CRINCO LANDS, LTD., a limited partnership, acting by and through J.A. "Jack" CARDWELL, General Partner (owning, occupying and claiming other property as his homestead), GRANTEE, accepts the terms and conditions of this deed.

GRANTEE:

J.A. "Jack" Cardwell
Date: 5/11/07

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 11th day of May, 2007, by J.A. "Jack" Cardwell, general partner of **CRINCO LANDS, LTD.**, a limited partnership,

My Commission Expires:

BARBARA WHITTENTON
NOTARY PUBLIC
In and for the State of Texas
My commission expires
11-15-2008

Notary Public, State of Texas
Notary's name printed:

AFTER RECORDING RETURN TO:

CRINCO LANDS, LTD.
C/O J. A. Cardwell
P.O. Box 26808
El Paso, TX 79926

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