

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

DEPARTMENT: Financial Services

AGENDA DATE: Introduction: June 23, 2009
Public Hearing: July 7, 2009

CONTACT PERSON/PHONE: Liza Ramirez-Tobias, Capital Assets Manager, 915-541-4074

DISTRICT(S) AFFECTED: #8, Representative O'Rourke

SUBJECT:

An ordinance authorizing the City of El Paso to sell the east 11.91 feet of the west 48.60 of Lots 19 and 20, Block 106, Campbell Addition, City of El Paso, El Paso County, Texas to Centro De Salud Familiar La Fe, Inc.

BACKGROUND / DISCUSSION:

The Capital Assets & Real Estate Committee (CARE) recommends the sale of 605 E. Father Rahm, no city purpose was identified. The City of El Paso has received an independent appraisal of the market value of \$15,000.00; the approximate building size is 693 square feet and lot size is 0137 acres.

In accordance with the Section 272.001 of the Texas Local Government Code, the City of El Paso advertised and solicited bids (Solicitation No. 2009-128) for the purchase of 605 E. Father Rahm Avenue. Centro De Salud Familiar La Fe, Inc. was the sole bidder and submitted a bid of \$16,101.00.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

CARE Committee has recommend sale, no city use identified.

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

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

DEPARTMENT HEAD: Guimen Quieta-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:** _____

AN ORDINANCE AUTHORIZING THE CITY OF EL PASO TO SELL THE EAST 11.91 FEET OF THE WEST 48.60 OF LOTS 19 AND 20, BLOCK 106, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, TO CENTRO DE SALUD FAMILIAR LA FE, INC.

WHEREAS, the City of El Paso staff has recommended the sale of the east 11.91 feet of the west 48.60 of Lots 19 and 20, Block 106, Campbell Addition, City of El Paso, El Paso County, Texas, also known as 605 E. Father Rahm Ave., El Paso, El Paso County, Texas; and

WHEREAS, the City of El Paso has received an independent appraisal of the market value of for 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, Centro de Salud Familiar la Fe, Inc. is the sole bidder and submitted a bid of \$16,101.00,

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

That the City Manager be authorized to sign a Special Warranty Deed, Contract of Sale and all other necessary documents, in a form approved by the City Attorney's Office, conveying the following property to Centro de Salud Familiar la Fe, Inc.:

The east 11.91 feet of the west 48.60 of Lots 19 and 20, Block 106, Campbell Addition, City of El Paso, El Paso County, Texas, also known as 605 E. Father Rahm Ave., City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as shown in Exhibit "A," attached hereto.

PASSED AND APPROVED this ____ day of _____, 2009.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Momsen, City Clerk

APPROVED AS TO CONTENT:

Liza Ramirez-Tobias,
Capital Assets Manager

APPROVED AS TO CONTENT:

William L. Lilly, Director
Community & Human Development

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

The east 11.91 feet of the west 48.60 of Lots 19 and 20, Block 106
Campbell Addition,
City of El Paso, El Paso County, Texas
October 23, 2008

METES AND BOUNDS DESCRIPTION
605 Father Rham Avenue
Exhibit "A"

FIELD NOTE DESCRIPTION of the east 11.91 feet of the west 48.60 of Lots 19 and 20, Block 106, Campbell Addition, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the southwesterly corner of Lot 20, Block 2, same being the northerly right-of-way line of Father Rham Avenue (70' R.O.W.), THENCE, leaving said southwesterly corner, along said northerly right-of-way line, North 74°57'00" East, a distance of 36.69 feet to a set chiseled arrow, and being the POINT OF BEGINNING of the herein described parcel;

THENCE, leaving said northerly right-of-way line, North 15°03'00" West, a distance of 50.00 feet to a point;

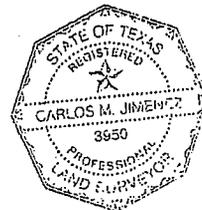
THENCE, North 74°57'00" East, a distance of 11.91 feet to a point;

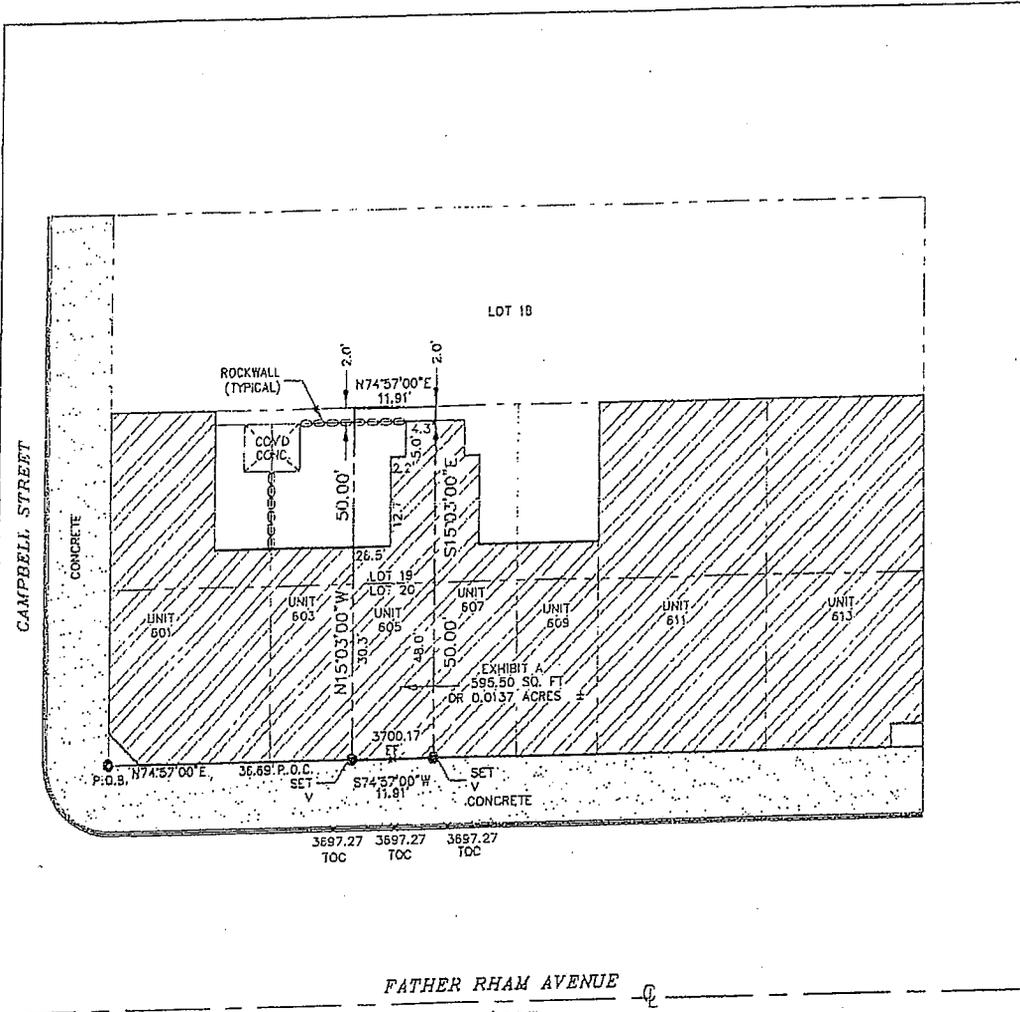
THENCE, South 15°03'00" East, a distance of 50.00 feet to a set chiseled arrow;

THENCE, South 74°57'00" West, a distance of 11.91 to the POINT OF BEGINNING of the herein described parcel and containing 595.50 square feet or 0.0137 acres of land more or less.

Carlos M. Jiménez
Registered Professional Land Surveyor
Texas No. 3950

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 503
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2008\82485.wpd





FATHER RHAM AVENUE

70' R.O.W.



SCALE 1" = 20'

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NOTE:
THIS SURVEY WAS
DONE WITHOUT THE
BENEFIT OF A
TITLE COMMITMENT.

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THERE ARE NO ENCUMBRANCES EXCEPT AS SHOWN HEREON. 3850

CARLOS M. JIMENEZ
R.P.L.S. No. 3950

JOB # 82485 DATE: 10-15-08 FIELD: AR OFFICE: SM FILE: NET:\SABINO\2008\82485

LOCATED IN ZONE c PANEL # 480214-0046-B DATED 10-15-02

RECORDED IN VOLUME 2 PAGE 68 , PLAT RECORDS, EL PASO COUNTY, TX

605 FATHER RHAM AVENUE (SEE EXHIBIT A)
THE EAST 11.91 FEET OF THE WEST 48.60 OF LOTS 19
AND 20, BLOCK 106, CAMPBELL ADDITION
CITY OF EL PASO, EL PASO COUNTY, TEXAS

CD CONSULTING COMPANY
1790 LEE TREVIÑO DRIVE SUITE 503
EL PASO, TEXAS 79936
(915) 633-6422

Exhibit "A"

STATE OF TEXAS §

§

CONTRACT OF SALE

COUNTY OF EL PASO §

This Agreement is entered into this ____ day of _____, 2009, by and between the **CITY OF EL PASO**, hereinafter referred to as the "City" and **CENTRO DE SALUD FAMILIAR LA FE, INC.**, a non-profit corporation, 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 the following described real property located in El Paso County, Texas:

The east 11.91 feet of the west 48.60 of Lots 19 and 20, Block 106, Campbell Addition, City of El Paso, El Paso County, Texas, also known as 605 E. Father Rahm Ave., El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as shown in Exhibit "A," attached hereto,

together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest of the City in and to all 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, all of such property, hereinafter 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 in the Deed to the effect that the Buyer, its successors or assigns, will not, in violation of any applicable laws, 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. 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 **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.
- 1.4 **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 or apparent upon the property. The Buyer shall not have the right to drill a well and produce therefrom any quantity of groundwater.

2. **Amount of Payment of Purchase Price.** The purchase price for the property shall be SIXTEEN THOUSAND, ONE HUNDRED ONE AND 00/100THS DOLLARS (\$16,101.00), 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 ONE THOUSAND SIX HUNDRED FIFTY AND 00/100THS DOLLARS (\$1,650.00), 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 are 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") from Sierra Title Company 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. The 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:

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 as a result of the City's ownership.
- 4.5 **Compliance Law.** All laws, ordinances, rules and regulations of any Government or any agency, body or subdivision thereof, bearing in the City's 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 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 REGARDING: (A) THE CONDITION OF THE PROPERTY AND THE CONDITION; (B) THE SUITABILITY 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, 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 SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE 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 SHALL INDEMNIFY, HOLD HARMLESS AND RELEASE 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 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 THERE MAY BE ASBESTOS ON THE PROPERTY AND THAT IT MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN ADDRESSING ANY ASBESTOS.

4.11 **Buyer's use.** The Buyer represents to the City that it intends to use the property in accordance with its representations in Exhibits "B" and "B-1," 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 Sierra Title Company, 4849 N. Mesa, Ste. 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 3.2.

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 fee for advertising in the amount of \$138.50, which fee was incurred in the preparation for the sale of the Property (Solicitation No. 2009-128), shall be paid by the Buyer.

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 prorated to the date of Closing, and 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 return the Earnest Money to 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: City Manager
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

Buyer: Centro De Salud Familiar La Fe, Inc
Attn: Robert Gonzales
608 S. St. Vrain
El Paso, Texas 79901

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.

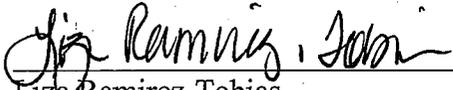
- 8.4 **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- 8.5 **Compliance.** In accordance with the requirements of Section 2B of the Texas Real Estate License Act, the Buyer is hereby advised that it should be furnished with or 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 _____, 2009.

CITY OF EL PASO
A Municipal Corporation

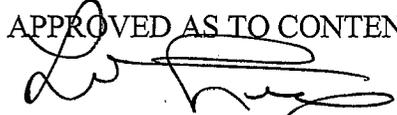
By _____
Joyce A. Wilson, City Manager

APPROVED AS TO CONTENT:



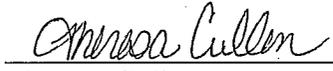
Liza Ramirez-Tobias
Capital Assets Manager

APPROVED AS TO CONTENT:



William Lilly, Director
Community and Human Development

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2009, by Joyce Wilson, City Manager of the City of El Paso.

My Commission Expires:

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

(Signatures continue on next page)

The east 11.91 feet of the west 48.60 of Lots 19 and 20, Block 106
Campbell Addition,
City of El Paso, El Paso County, Texas
October 23, 2008

METES AND BOUNDS DESCRIPTION
605 Father Rham Avenue
Exhibit "A"

FIELD NOTE DESCRIPTION of the east 11.91 feet of the west 48.60 of Lots 19 and 20, Block 106, Campbell Addition, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

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THENCE, leaving said northerly right-of-way line, North 15°03'00" West, a distance of 50.00 feet to a point;

THENCE, North 74°57'00" East, a distance of 11.91 feet to a point;

THENCE, South 15°03'00" East, a distance of 50.00 feet to a set chiseled arrow;

THENCE, South 74°57'00" West, a distance of 11.91 to the **POINT OF BEGINNING** of the herein described parcel and containing 595.50 square feet or 0.0137 acres of land more or less.

Carlos M. Jiménez
Registered Professional Land Surveyor
Texas No. 3950

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 503
El Paso, Texas 79936
(915) 633-6422
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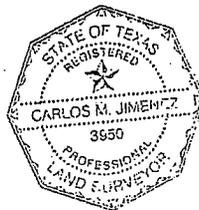


Exhibit "B"

On August 21, 2007, the City Council passed a resolution indicating that certain properties, which have been identified for sale by City staff as having a potential impact on surrounding properties, may have certain restrictions placed on the sale of an identified parcel. This Property has been identified as having a potential impact on the surrounding properties. The site is zoned A-1 and is residential located in the South El Paso neighborhood.

The Property, commonly known as 605 E. Father Rahm Ave. (formerly Fifth Avenue), El Paso, Texas, has the following restrictions as condition of sale:

1. The Buyer agrees to use the Property in accordance with the representation attached hereto as Attachment "B-1," and such use will enhance the value and use of the ownership of the surrounding properties.
2. Without the express written consent of the City, the Buyer cannot assign this contract or sell this Property for a three-year period following the date of the closing.
3. All renovations, as identified by the Buyer, will be in compliance with the El Paso City Code and will be completed and appropriate certificates of occupancy will be applied for and obtained within 12 months of the date of closing.
4. The development and improvements to the property must commence within twelve (12) months after closing.
5. 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 El Paso City Code provisions.
6. 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 restrictions, contained herein in which may include an option for the City to repurchase of the Property from the Buyer at the original sales price the Buyer paid the City for the Property because the Buyer's failure to comply with the terms and conditions related to the sale resulted in a failure to continue to improve the safety and quality of life in the surrounding neighborhood which is a condition precedent to the sale.



Centro de Salud Familiar La Fe, Inc.

June 9, 2009

City Of El Paso
Ms. Valerie R. Rodriguez, Land & Contract Specialist
Financial Services Department 7th Floor
Capital Assets Division
2 Civic Center Plaza
El Paso, TX 79901-1196

Ms. Rodriguez,

This letter is to advise you of our plans for the property purchased from the City of El Paso located at 605 Father Rahm is to rehab the property and get in a livable condition in order to rent it out.

If you have any questions or need additional information please give me a call at 534-7979.

"La Salud de la Comunidad es La Fe"

Sincerely,

Robert Gonzales
Chief Operating Officer

Exhibit B-1

CITY OF EL PASO BID TABULATION

BID ITEM: SALE OF REAL PROPERTY: 605 E. FATHER RAHM (FORMERLY FIFTH AVENUE) BID # 2009-128
 BID DATE: APRIL 15, 2009 DEPARTMENT: FINANCIAL SERVICES - CAPITAL ASSETS

	ROBERT GONZALES CENTRO DE SALUD FAMILIAR LA FE EL PASO, TX		
DESCRIPTION OF REAL ESTATE OFFERED FOR SALE:	TOTAL AMOUNT OF OFFER		
605. E. FATHER RAHM (FORMERLY FIFTH AVENUE) THE EAST 11.91 FEET OF THE WEST 48.60, ALL OF LOTS 19 AND 20, BLOCK 106, CAMPBELL ADDITION, EL PASO, EL PASO COUNTY, TEXAS	\$16,101.00		
BID SECURITY	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		

IDS SOLICITED: 49 BIDS RECEIVED: 1 BIDS LOCAL: 44 NO BIDS: 0

APPROVED BY: *Aracelis Dawley*
 DATE: 4/21/09

2009-128 SALE OF REAL PROPERTY - 605 E. FATHER RAHM (FORMERLY FIFTH AVENUE) -
 FINANCIAL SERVICES DEPARTMENT - CAPITAL ASSETS MANAGEMENT DIVISION