

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

DEPARTMENT: Financial Services
AGENDA DATE: Introduction: October 28, 2008
Public Hearing: November 4, 2008
CONTACT PERSON/PHONE: Liza Ramirez-Tobias, Capital Assets Manager, 915-541-4074
DISTRICT(S) AFFECTED: 2, Rep. S. Byrd

SUBJECT:

AN ORDINANCE AUTHORIZING THE CITY OF EL PASO TO SELL All of Lots 1, 2 and 3, Block 107, Highland Park Addition, COMMONLY KNOWN AS 2201 NORTH PIEDRAS ST., El Paso, El Paso County, Texas, to VICTOR F. NEVAREZ d/b/a SUNSET CARPETS.

BACKGROUND / DISCUSSION:

The Capital Assets & Real Estate Committee (CARE) recommended that the Fire Station at 2201 N. Piedras be deemed surplus property and sold through a public sale with covenants to preserve the architecture appearance. The original solicitation (2007-028) was rejected, in order to place an historic overlay on the property for historic preservation. A historic overlay was placed on the property and put for sale under Solicitation No. 2008-119. The minimum acceptable offer per the solicitation was \$185,192.00 (Appraised Value of \$180,000, appraisal fee \$2,200, survey fee \$2,992); Mr. Nevarez was the sole bidder at \$192,600.00.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

BOARD / COMMISSION ACTION:

CARE Committee approved sale.

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

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

DEPARTMENT HEAD: Carmen Cecilia Candilana
(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 SELL ALL OF LOTS 1, 2 AND 3, BLOCK 107, HIGHLAND PARK ADDITION, COMMONLY KNOWN AS 2201 NORTH PIEDRAS ST., EL PASO, EL PASO COUNTY, TEXAS, TO VICTOR F. NEVAREZ d/b/a SUNSET CARPETS.

WHEREAS, the City of El Paso staff has recommended the sale of all of Lots 1, 2 and 3, Block 107, Highland Park Addition, commonly known as 2201 North Piedras St., El Paso, El Paso County, Texas; and

WHEREAS, the City of El Paso has received an independent appraisal of 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, Victor F. Nevarez, dba Sunset Carpets, is the highest bidder and submitted a bid of \$192,600.00 (which includes an appraisal services fee of \$2,200.00 and surveying fees of \$2,992.00),

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

That the City Manager be authorized to sign a Contract of Sale and all other necessary documents, in a form approved by the City Attorney's Office, conveying all of Lots 1, 2 and 3, Block 107, Highland Park Addition, commonly known as 2201 North Piedras St., El Paso, El Paso County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof, to Victor F. Nevarez, d/b/a Sunset Carpets.

PASSED AND APPROVED this ____ day of _____, 2008.

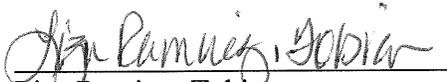
THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Momsen
City Clerk

APPROVED AS TO CONTENT:



Liza Ramirez-Tobias
Capital Assets Manager

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

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Property Description: All of Lots 1, 2 and 3, Block 107, Highland Park Addition, EL Paso, EL Paso County, Texas.

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is all of Lots 1, 2 and 3, Block 107, Highland Park Addition, EL Paso, EL Paso County, Texas and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument located 10-foot north and 10-foot east from the point of intersection of the respective centerlines of Richmond Avenue (70' right-of-way), and North Piedras Street (70' right-of-way); Thence, North 90° 00' 00" West, a distance of 45.00 feet to a point; Thence, North 00° 00' 00" East, a distance of 55.97 feet to a point lying on the intersection of the westerly right-of-way of North Piedras Street and the northerly right-of-way line of Richmond Avenue, said point being a chiseled "X" mark on concrete sidewalk, also being the TRUE POINT OF BEGINNING of this description;

THENCE, North 90° 00' 00" West, along said right-of-way line of Richmond Avenue, a distance of 75.00 feet to a point lying on the common boundary line between Lots 3 and 4, Block 107, Highland Park Addition, said point being a set chiseled "X" mark on concrete sidewalk;

THENCE, North 00° 00' 00" East, along said boundary line, a distance of 120.00 feet to a point lying on the southerly boundary line of a 20-foot alley, said point being a set 1/2-inch iron pin with SLI cap stamped TX2998/NM6698;

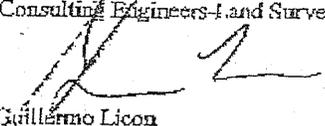
THENCE, North 90° 00' 00" East, along said boundary line, a distance of 75.00 feet to a point lying on the westerly right-of-way line of North Piedras Street, said point being a set 1/2-inch iron pin with SLI cap stamped TX2998/NM6698;

THENCE, South 00° 00' 00" East, along said right-of-way line, a distance of 120.00 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land containing 0.207 acres (9,000 Sq. Ft.) more or less.

A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SLI ENGINEERING, INC.
Consulting Engineers and Surveyors

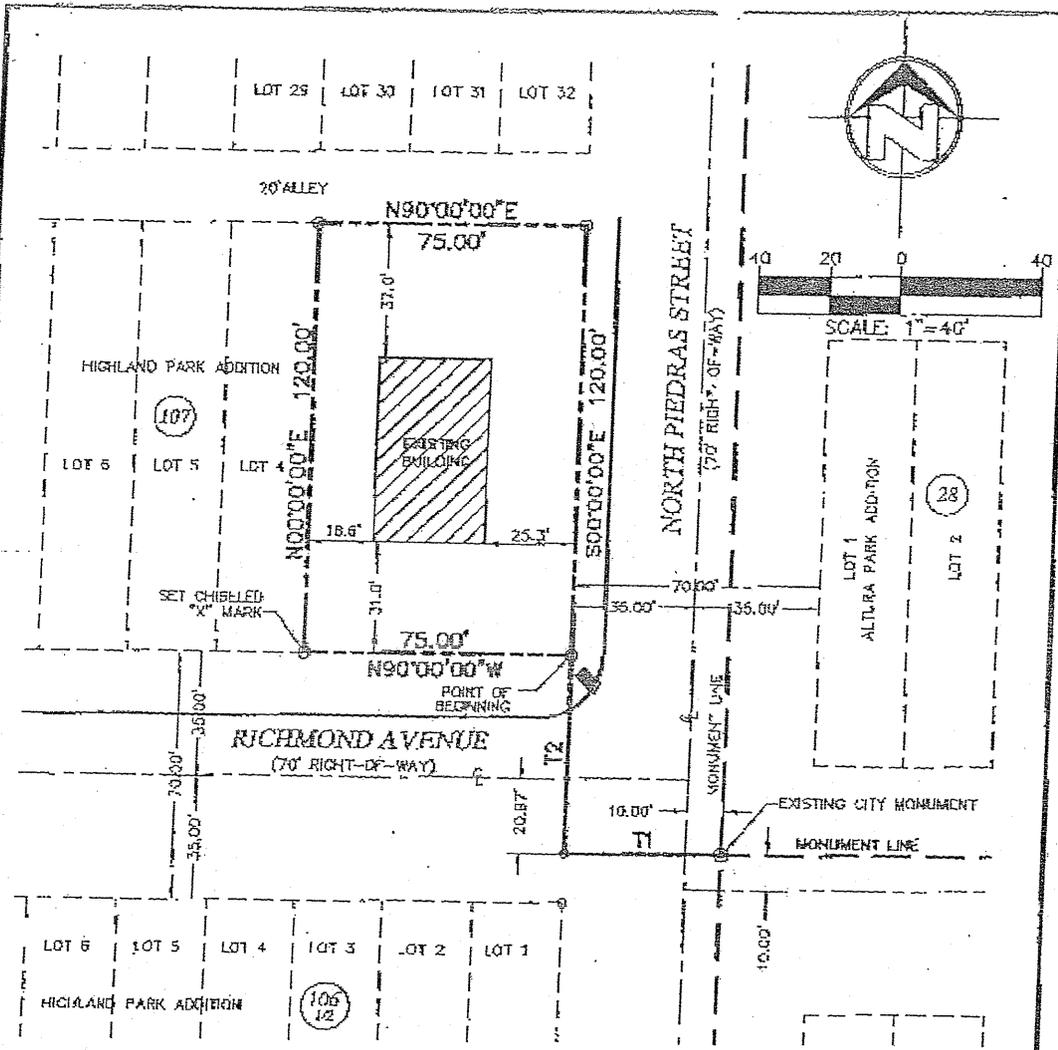

Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998



July 27, 2006
Job Number 06-06-2463
M&B/1303

Exhibit "A"
1 of 2

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ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 480214-0033 B, DATED OCTOBER 15, 1982, THIS PROPERTY LIES IN FLOOD ZONE C.

LINE TABLE		
TANGENT	BEARING	DISTANCE
T1	N90°00'00"W	45.00'
T2	N00°00'00"E	55.97'

ZONE C AREAS OF MINIMAL FLOODING.
 DUE TO INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS THIS SURVEYOR DOES NOT CERTIFY TO THE ACCURACY OF LOCATIONS BASED ON SUCH MAPS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

- NOTES:
1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF SURVEY.
 2. BASIS OF BEARING: PLAT OF HIGHLAND PARK ADDITION, VOLUME 01, PAGE 054.
 3. THIS BOUNDARY SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 4. SET 1/2" IRON WITH SLI CAP STAMPED TX2998/046698 ON ALL PROPERTY CORNERS UNLESS OTHERWISE INDICATED.

Copyright 2006 SLE Engineering, Inc.

This map and survey are being provided solely for the use of CITY OF EL PASO, and no license has been created, expressed or implied, to copy the surveys and/or maps except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon July 27, 2006.

NOTE:
 ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS, WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED.

UNLESS SPECIFICALLY ACCEPTED BY SLE ENGINEERING, INC. IN WRITING, SLE ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.



PLAT OF SURVEY

SLE ENGINEERING, INC.
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS
 6800 WESTWOOD DRIVE
 EL PASO, TEXAS 79912
 915-884-4457

JOB # 06-08-245 (OR. BY: [initials])
 SCALE: 1" = 40' P.S. # 0055
 DATE: 07/27/2006 DWG. # [initials]

ALL OF LOTS 1 THROUGH 3
 BLOCK 107,
 HIGHLAND PARK ADDITION
 EL PASO,
 EL PASO COUNTY, TEXAS

PLAT REFERENCE:
 VOLUME 01 PAGE 54

CERTIFICATION
 I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]

GUILTERMO LICON, R.P.L.S.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS LICENSE NO. 2998

DATE: _____

PAGE 2 OF 2
 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 Victor F. Nevarez dba Sunset Carpets, 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:

All of Lots 1, 2 and 3, Block 107, Highland Park Addition, El Paso, El Paso County, Texas, commonly known as 2201 North Piedras St., and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

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 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 in the Deed 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. 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.

1.5 **Underground Storage Tank.** The Buyer acknowledges that it has notice that an Underground Storage Tank has been removed from the property. Information in connection with this Underground Storage Tank is attached hereto as Exhibit "B".

1.6 **Historic Overlay.** The Buyer acknowledges that the Property has a Historic overlay restriction, and that this will be a restriction that will run with the land. The existing residential architecture must be retained. The City acknowledges that the site is zoned C-2/H (Commercial/Historic). The Property is subject to historic review requirements as per the El Paso Municipal Code.

2. **Amount of Payment of Purchase Price.** The purchase price for the Property shall be ONE HUNDRED NINETY-TWO THOUSAND, SIX HUNDRED AND 00/100THS DOLLARS (\$192,600.00), which sum includes the appraisal services fee of \$2,200.00 and surveying fees of \$2,992.00, 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 FORTY-EIGHT THOUSAND, ONE HUNDRED FIFTY AND 00/100THS DOLLARS (\$48,150.00), 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 Land America Lawyers 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

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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.
 - 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

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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

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CITY'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE CITY'S REPRESENTATIVES. THE BUYER INDEMNIFY, HOLD HARMLESS, AND RELEASE 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 the representations in Exhibit "C", 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 Land America Lawyers Title Company, 301 E. Yandell Ave., El Paso, Texas 79901 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 fees for installment of sign and advertising in the amount of \$85.71 which fees were incurred in the preparation for the sale of the Property (Solicitation No. 2008-119) shall be paid by the Buyer.
- (d) The appraisal services fee of \$2,200.00 and surveying fees of \$2,992.00, which are included in the purchase price of the property.

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CITY CLERK DEPT.

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 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: City Manager
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

Buyer: Victor F. Nevarez, dba Sunset Carpets
2720 Hawick
El Paso, Texas 79925

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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.

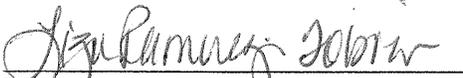
8.6 **Effective Date.** As used herein, "Effective Date" shall mean the date of the approval of City Council of an Ordinance authorizing the sale of the Property.

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:



Liza Ramirez-Tobias
Capital Assets Manger

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

(Acknowledgment on next page)

CITY CLERK DEPT.
08 OCT 21 AM 9:07

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 Victor F. Nevarez, dba Sunset Carpets, this 13th day of October, 2008.

BUYER

Victor F. Nevarez
VICTOR F. NEVAREZ, dba Sunset Carpets

ACKNOWLEDGMENT

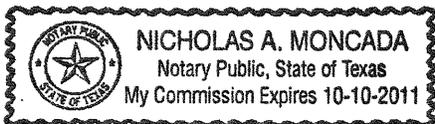
STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 13th day of October, 2008, by Victor F. Nevarez, dba Sunset Carpets.

My Commission Expires: _____

10/10/11

Nicholas A. Moncada
Notary Public, State of Texas
Notary's name printed:
Nicholas A. Moncada



CITY CLERK DEPT
08 OCT 21 AM 9:01

Exhibit "A"
(Property Description)

CITY CLERK DEPT.
08 OCT 21 AM 9:02

Property Description: All of Lots 1, 2 and 3, Block 107, Highland Park Addition, EL Paso, EL Paso County, Texas.

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is all of Lots 1, 2 and 3, Block 107, Highland Park Addition, EL Paso, El Paso County, Texas and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument located 10-foot north and 10-foot east from the point of intersection of the respective centerlines of Richmond Avenue (70' right-of-way), and North Piedras Street (70' right-of-way); Thence, North 90° 00' 00" West, a distance of 45.00 feet to a point; Thence, North 00° 00' 00" East, a distance of 55.97 feet to a point lying on the intersection of the westerly right-of-way of North Piedras Street and the northerly right-of-way line of Richmond Avenue, said point being a chiseled "X" mark on concrete sidewalk, also being the TRUE POINT OF BEGINNING of this description;

THENCE, North 90° 00' 00" West, along said right-of-way line of Richmond Avenue, a distance of 75.00 feet to a point lying on the common boundary line between Lots 3 and 4, Block 107, Highland Park Addition, said point being a set chiseled "X" mark on concrete sidewalk;

THENCE, North 00° 00' 00" East, along said boundary line, a distance of 120.00 feet to a point lying on the southerly boundary line of a 20-foot alley, said point being a set 1/2-inch iron pin with SLI cap stamped TX2998/NM6698;

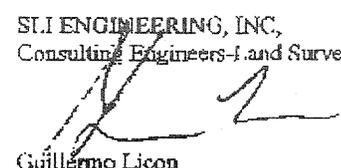
THENCE, North 90° 00' 00" East, along said boundary line, a distance of 75.00 feet to a point lying on the westerly right-of-way line of North Piedras Street, said point being a set 1/2-inch iron pin with SLI cap stamped TX2998/NM6698;

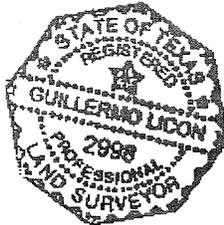
THENCE, South 00° 00' 00" East, along said right-of-way line, a distance of 120.00 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land containing 0.207 acres (9,000 Sq. Ft.) more or less.

A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

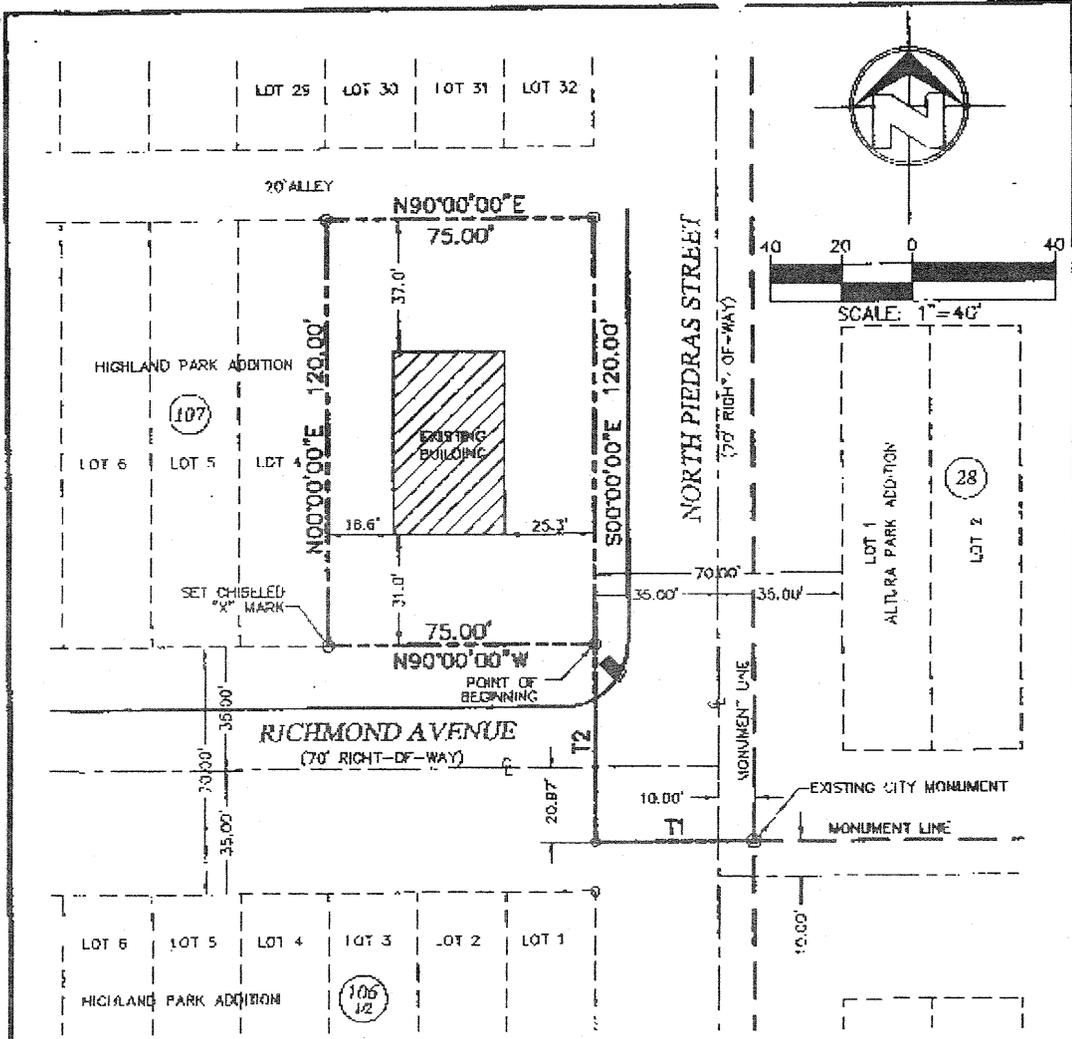
SLI ENGINEERING, INC,
Consulting Engineers and Surveyors


Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998



July 27, 2006
Job Number 06-06-2463
M&B/1303

CITY CLERK DEPT.
08 OCT 21 AM 9:02



CITY CLERK DEPT.
08 OCT 21 AM 9:02

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 480214-0033 B, DATED OCTOBER 15, 1982, THIS PROPERTY LIES IN FLOOD ZONE C.

ZONE C, AREAS OF MINIMAL FLOODING.

DUE TO INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS THIS SURVEYOR DOES NOT CERTIFY TO THE ACCURACY OF LOCATIONS BASED ON SUCH MAPS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

LINE TABLE		
TANGENT	BEARING	DISTANCE
T1	N80°00'00"W	45.00'
T2	N90°00'00"E	55.91'

NOTES:

1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF SURVEY.
2. BASIS OF BEARING: PLAT OF HIGHLAND PARK ADDITION, VOLUME 01, PAGE 024.
3. THIS BOUNDARY SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. SET 1/2" IRON WITH SU CAP STAMPED TX2998/11M6698 ON ALL PROPERTY CORNERS UNLESS OTHERWISE INDICATED.

Copyright 2006 SLI Engineering, Inc.

This map and survey are being provided solely for the use of CITY OF EL PASO and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon July 27, 2006.

NOTE: ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS, WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED.

UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING, INC. IN WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.



PLAT OF SURVEY

SLI ENGINEERING, INC.
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS
 8800 WESTWOOD DRIVE
 EL PASO, TEXAS 79912
 915-504-4457

JOB # 06-08-2463 DR. BY: RLJ

SCALE: 1" = 40' P.B. #: 0055
 DATE: 07/27/2006

ALL OF LOTS 1 THROUGH 3
 BLOCK 107,
 HIGHLAND PARK ADDITION
 EL PASO,
 EL PASO COUNTY, TEXAS

PLAT REFERENCE
 VOLUME 01 PAGE 54

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Guillermo Licon

GUILLERMO LICON, R.P.L.S.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS LICENSE NO. 2998

DATE: _____

PAGE 2 OF 2
 Exhibit "A"
 2012

Exhibit "B"
(Information on UST)

CITY CLERK DEPT.
08 OCT 21 AM 9:02

Kathleen Hartnett White, *Chairman*
Larry R. Soward, *Commissioner*
Martin A. Hubert, *Commissioner*
Glenn Shankle, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 3, 2007

Mr. John Garza
City of El Paso
7969 San Paulo Dr.
El Paso, TX 79907

Re: Comments to the Release Determination Activities former Fire Station #6, 2201 N. Piedras, El Paso (El Paso County), Texas
(Facility ID No. 78399; RDR ID 15903); R-6

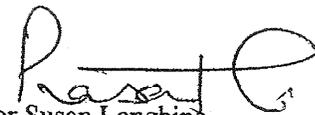
Dear Mr. Garza:

We have reviewed the Release Determination Report received by this office on February 20, 2007. The information contained in these reports does not appear to indicate that a release in excess of action levels has occurred from the storage tank system where the data were gathered. With the provision that the submitted information is correct and representative of actual site conditions, we concur that no further action is required relative to the above-referenced activity.

Please note that any underground or above-ground storage tanks remaining at this site continue to be subject to Texas Commission on Environmental Quality (TCEQ) tank registration, self-certification, financial assurance and technical standards provisions.

Should you have any questions, please contact the privatization contractor coordinator, David Bratberg, of Darcy Environmental Group at 512/342-8585 extension 28. Your cooperation in this matter has been appreciated.

Sincerely,


Prasanthi Bollineni or Susan Longbine
PST Privatization Contract Manager
Environmental Cleanup Section I
Remediation Division

PVB/SNL/db2

15903.nol

Exhibit "B"
1071

CITY CLERK DEPT.
08 OCT ENVIRONMENTAL SERVICE
2007 JUL 10 AM 9:43

Exhibit "C"

This Property has been identified as having a historic overlay restriction. The site is zoned C-2/H (Commercial/Historic). The Buyer acknowledges that the property has a historic overlay restriction, and that this will be a restriction that will run with the land. The Property is subject to historic review requirements as per the El Paso Municipal Code.

The Property, identified as **2201 North Piedras Street, 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 "1".
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 required by the El Paso Municipal Code will be completed and appropriate certificates of occupancy will be applied for and obtained within 12 months of the date of closing.
4. The Buyer agrees to request timely inspections to ensure compliance with all applicable El Paso Municipal Code and Historic Overlay provisions in order to receive appropriate certificates of occupancy within 12 months of the date of closing. All costs associated with such expense are at the Buyer's expense.
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 Municipal 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.



CITY CLERK DEPT.
08 OCT 21 AM 9:03

March 11, 2008

City of El Paso
Purchasing Dept.

Re: Firehouse

To Whom It May Concern:

The proposed use for the firehouse located at 2201 N. Piedras would be a mixed-use property. The property, we propose, would be used for a high-end residential flooring business that would serve residential customers as well as the commercial sector. The other proposed use for the firehouse would be an artist's studio. The studio would serve to display artwork and if it is supported financially, would also serve as a gallery.

We feel that since the space is divided up into 2 floors and a basement, the property would easily serve both purposes.

Respectfully, -submitted,

Victor F. Nevarez



Attachment 1

Page 1 of 1

