

CITY OF EL PASO, TEXAS

AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: El Paso Water Utilities Public Service Board

AGENDA DATE: Introduction: November 15, 2011
Public Hearing: November 29, 2011

CONTACT PERSON/PHONE: Robert D. Andron, General Counsel (915) 594-5607

DISTRICT(S) AFFECTED: District #4
Northeast El Paso Land Sale

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

An Ordinance authorizing the City Manager to sign a Contract of Sale, Special Warranty Deed and any other necessary documents between the City of El Paso and Jobe Materials, L.P., the Sole Bidder, which will allow the City to convey to Jobe Materials, L.P. land held in Trust by the El Paso Water Utilities Public Service Board of Trustees totaling 10.14 acres of land being a portion of Section 17, Block 81, Township 2, City of El Paso, El Paso County, Texas, located in northeast El Paso at Fred Wilson and Marshall Roads.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Jobe Materials, L.P. requested to purchase 10.14 acres of land, more or less, from the El Paso Water Utilities Public Service Board land inventory on November 20, 2008. Jobe Materials, L.P. currently holds the land under lease from the Board.

At its regular meeting on May 11, 2011, the Board determined the land to be inexpedient to the water and wastewater system and authorized the President/CEO to put the land up for sale at public bid. El Paso Water Utilities' staff received comments from the City's Capital Assets and Real Estate Committee and Development Coordinating Committee which comments were incorporated into the bidding process for the land. Based on the appraisals, the Board set a minimum bid price of \$1,572,000.00 for the land. Approximately sixty potential bidders were notified. Only one bid was received and that bid was from Jobe Materials, L.P. for the bid offer of \$1,572,101.00 The City will receive five percent (5%) of the net sales proceeds.

PRIOR COUNCIL ACTION:

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

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

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

El Paso Water Utilities Public Service Board approved the sale at its meeting of May 11, 2011

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

DEPARTMENT HEAD:

(Example: if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE, SPECIAL WARRANTY DEED AND ANY OTHER NECESSARY DOCUMENTS BETWEEN THE CITY OF EL PASO AND JOBE MATERIALS, L.P., THE SOLE BIDDER, WHICH WILL ALLOW THE CITY TO CONVEY TO JOBE MATERIALS, L.P. LAND HELD IN TRUST BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD OF TRUSTEES TOTALING 10.14 ACRES OF LAND BEING A PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2, CITY OF EL PASO, EL PASO COUNTY, TEXAS, LOCATED IN NORTHEAST EL PASO AT FRED WILSON AND MARSHALL ROADS.

WHEREAS, the El Paso Water Utilities Public Service Board (EPWU) is a Board of Trustees delegated the complete management and control of the City's water, wastewater, reclaimed and storm water system and as such has the jurisdiction and control over certain lands in El Paso and El Paso County, Texas; and,

WHEREAS, Jobe Materials, L.P. on November 20, 2008 requested to purchase 10.14 acres of land which it held under lease from the El Paso Water Utilities Public Service Board; and,

WHEREAS, the El Paso Water Utilities Public Service Board, at its Regular meeting of May 11, 2011 determined the land to be inexpedient to the water and wastewater system and authorized the President/CEO to put the land up for sale at public bid; and,

WHEREAS, El Paso Water Utilities' staff received comments from the City's Capital Assets and Real Estate Committee and its Developing Coordinating Committee which comments were incorporated into the bid process for the land; and,

WHEREAS, based on appraisals, the El Paso Water Utilities Public Service Board set a minimum bid price of \$1,572,000.00 for the land; and,

WHEREAS, approximately sixty potential bidders were notified and only one bid was received which was from Jobe Materials, L.P. in an amount in excess of the minimum bid; and,

WHEREAS, at its Regular meeting of August 10, 2011, the El Paso Water Utilities Public Service Board passed and approved a Resolution requesting the City Council authorize the City Manager to sign a Special Warranty Deed and any other necessary documents to convey the 10.14 acre parcel of land to the sole, responsive bidder, Jobe Materials, L.P.;

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

That the City Manager is hereby authorized to execute: 1) a Contract of Sale, 2) a Special Warranty Deed in form and substance approved by the City Attorney or his designee; and, 2) any other necessary documents as required for the sale and conveyance of the following described

real property to Jobe Materials, L.P., as requested by the El Paso Water Utilities Public Service Board Trustees; to-wit:

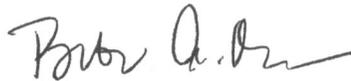
Being approximately 10.14 acres of land being a portion of Section 17, Block 81, Township 2, City of El Paso, El Paso County, Texas, located in Northeast El Paso at Fred Wilson and Marshall Roads and being more particularly described in Exhibits "A thru E" attached hereto and made a part hereof by this reference for all purposes.

PASSED AND APPROVED this ____ day of _____, 2011, at a regular meeting of the El Paso City Council.

THE CITY OF EL PASO, TEXAS

John F. Cook, Mayor

APPROVED AS TO FORM:



Assistant City Attorney

APPROVED AS TO FORM AND CONTENT:



Robert D. Andron, General Counsel, EPWU

Being a Portion of Section 17, Block 81, Township 2,
Texas and Pacific Railway Company Surveys,
City Of El Paso, El Paso County, Texas
Prepared for: El Paso Water Utilities
January 25, 2011

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2,
Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas,
and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet;

Thence along the westerly line of said 4.00 acre parcel of land, South 02°15'12" West a distance of 332.50 feet to a set 1/2" rebar with cap marked TX 5152;

Thence leaving said line North 88°11'11" West a distance of 430.69 feet to a fence corner post;

Thence South 04°07'43" West a distance of 14.96 feet to a set 1/2" rebar with cap marked TX 5152

Thence North 87°01'48" West a distance of 210.44 feet to a point;

Thence North 01°58'34" East a distance of 123.11 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 88°10'54" West a distance of 470.41 feet to a set 1/2" rebar with cap marked TX 5152 on the easterly right of way line of Marshall Road;

Thence along said right of way line North 30°33'38" West a distance of 18.31 feet to a set 1/2" rebar with cap marked TX 5152;

Thence along said right of way line 123.06 feet along the arc of a curve to the right which has a radius of 355.97 feet a central angle of 19°48'26" a chord which bears North 20°39'26" West a distance of 122.45 feet to a set 1/2" rebar with cap marked TX 5152;

Thence along said right of way line 254.53 feet along the arc of a curve to the right which has a radius of 324.91 feet a central angle of $44^{\circ}53'05''$ a chord which bears North $11^{\circ}41'20''$ East a distance of 248.07 feet to a point;

Thence along said right of way line North $31^{\circ}33'18''$ East a distance of 192.23 feet to a found $5/8''$ rebar on the southerly line of a parcel of land recorded in Volume 3512, Page 1268, Real property records of El Paso County, Texas;

Thence along said line 480.67 feet along the arc of a curve to the left which has a radius of 564.42 feet a central angle of $48^{\circ}47'36''$ a chord which bears South $58^{\circ}04'44''$ East a distance of 466.27 feet to a point;

Thence along said line South $87^{\circ}06'59''$ East a distance of 217.98 feet to a set $1/2''$ rebar with cap marked TX 5152;

Thence South $01^{\circ}59'27''$ West a distance of 81.18 feet to a set $1/2''$ rebar with cap marked TX 5152;

Thence South $88^{\circ}05'03''$ East a distance of 411.96 feet to the "TRUE POINT OF BEGINNING" and containing 441780.95 Square feet or 10.14 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.

job #_910-14

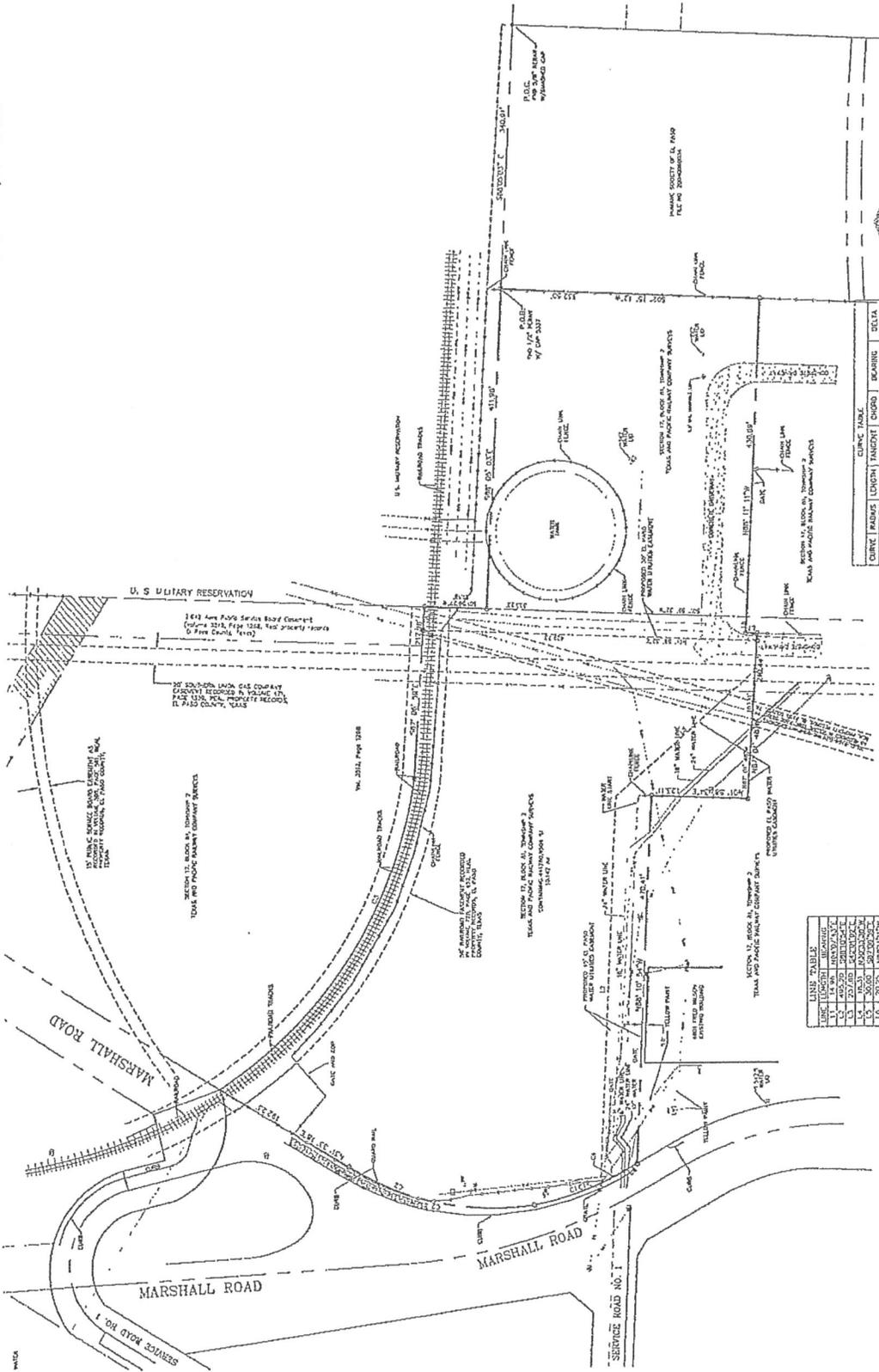
Ron R. Conde
R.P.L.S. No. 5152

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283

PLAT OF SURVEY

BEING A PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2,
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS
OF EL PASO, EL PASO COUNTY, TEXAS
Containing Approximately: 161.74± Acres

NOTES:
1. BEARING BASED ON TRANSIT PLANT CORNER, NORTH CHINA,
SOUTHWEST 1/4 SECTION 17, TOWNSHIP 2, RANGE 10E, COUNTY OF EL PASO,
STATE OF TEXAS. ALL BEARINGS ARE TO BE READ AS BEING TO THE RIGHT
OF THE LINE UNLESS OTHERWISE SPECIFIED.
2. ALL DISTANCES ARE TO BE READ AS BEING IN FEET AND INCHES UNLESS
OTHERWISE SPECIFIED.
3. ALL CURVES ARE TO BE READ AS BEING TO THE RIGHT UNLESS OTHERWISE
SPECIFIED.
4. ALL CORNERS ARE TO BE READ AS BEING TO THE RIGHT UNLESS OTHERWISE
SPECIFIED.
5. ALL DISTANCES ARE TO BE READ AS BEING IN FEET AND INCHES UNLESS
OTHERWISE SPECIFIED.



LINE TABLE

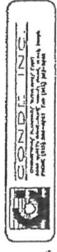
LINE	LENGTH	BEARING	AREA
1	100.00	N 00° 00' 00" E	0.0000
2	100.00	S 00° 00' 00" E	0.0000
3	100.00	W 00° 00' 00" E	0.0000
4	100.00	N 00° 00' 00" E	0.0000
5	100.00	S 00° 00' 00" E	0.0000
6	100.00	W 00° 00' 00" E	0.0000
7	100.00	N 00° 00' 00" E	0.0000
8	100.00	S 00° 00' 00" E	0.0000
9	100.00	W 00° 00' 00" E	0.0000
10	100.00	N 00° 00' 00" E	0.0000

CURVE TABLE

CURVE	LENGTH	TANGENT	CHORD	AREA
C1	125.83'	125.83'	125.83'	1948.70'
C2	125.83'	125.83'	125.83'	1948.70'
C3	125.83'	125.83'	125.83'	1948.70'
C4	125.83'	125.83'	125.83'	1948.70'

SYMBOL LEGEND

1	TRIPOD CORNER POINT
2	IRON PIPE CORNER POINT
3	WOODEN POST CORNER POINT
4	CONCRETE CORNER POINT
5	WATER MARK
6	RAILROAD TRACK
7	RAILROAD CROSSING
8	RAILROAD TIE
9	RAILROAD SLEEPER
10	RAILROAD SIGNAL
11	RAILROAD SWITCH
12	RAILROAD TOWER
13	RAILROAD BRIDGE
14	RAILROAD UNDERPASS
15	RAILROAD OVERPASS
16	RAILROAD TUNNEL
17	RAILROAD CUT
18	RAILROAD EMBANKMENT
19	RAILROAD GRADE
20	RAILROAD GRADE
21	RAILROAD GRADE
22	RAILROAD GRADE
23	RAILROAD GRADE
24	RAILROAD GRADE
25	RAILROAD GRADE
26	RAILROAD GRADE
27	RAILROAD GRADE
28	RAILROAD GRADE
29	RAILROAD GRADE
30	RAILROAD GRADE



SCALE 1" = 40'

Being a Portion of Section 17, Block 81, Township 2,
Texas and Pacific Railway Company Surveys,
City Of El Paso, El Paso County, Texas
Prepared for: El Paso Water Utilities
September 16, 2011
(El Paso Water Utilities Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence from said northwest corner, South 58°23'49" West a distance of 627.57 feet to a point for the "TRUE POINT OF BEGINNING".

Thence North 87°01'48" West a distance of 120.45 feet to a point;

Thence North 01°58'34" East a distance of 123.11 feet to a point;

Thence North 88°10'54" West a distance of 470.41 feet to a set 1/2" rebar with cap marked TX 5152 on the easterly right of way line of Marshall Road;

Thence along said right of way line North 30°33'38" West a distance of 18.31 feet to a point of curve;

Thence 33.99 feet along the arc of a curve to the right which has a radius of 355.97 feet a central angle of 05°28'20" a chord which bears North 27°49'29" West a distance of 33.98 feet to a point;

Thence leaving said right of way line South 88°10'54" East a distance of 497.03 feet to a point;

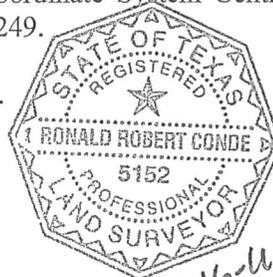
Thence South 01°49'06" West a distance of 43.00 feet to a point;

Thence South 41°27'31" East a distance of 175.17 feet to the "TRUE POINT OF BEGINNING" and containing 29,325 Square feet 0.6732 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152



job #_911-30

CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283

Being a Portion of Section 17, Block 81, Township 2,
Texas and Pacific Railway Company Surveys,
City Of El Paso, El Paso County, Texas
Prepared for: El Paso Water Utilities
January 11, 2011
(30' El Paso Water Utilities Easement)

METES AND BOUNDS DESCRIPTION

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Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence from said northwest corner, North 88°05'03" West a distance of 411.96 feet to a point for the "TRUE POINT OF BEGINNING".

Thence South 01°59'32" West a distance of 333.22 feet to a point;

Thence North 88°11'11" West a distance of 20.25 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 04°07'43" West a distance of 14.96 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 87°01'48" West a distance of 9.19 feet to a point;

Thence North 01°59'32" East a distance of 429.73 feet to a point on the southerly line of a tract of land recorded in volume 3512, page 1268, Real property records of El Paso County, Texas;

Thence along said line South 87°06'59" East (North 89°44'29" East, vol. 3512, pg. 1268) a distance of 30.00 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 01°59'27" West a distance of 81.18 feet to the "TRUE POINT OF BEGINNING" and containing 12,581.1782 Square Feet or 0.2888 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152



job #_910-14

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283

Prepared for: El Paso Water Utilities
 September 16, 2011
 (El Paso Water Utilities Access Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 332.50 to a point; Thence leaving said line North 88°11'11" West a distance of 82.65 feet to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence North 88°11'11" West a distance of 27.30 feet to a set 1/2" rebar with cap marked TX 5152;

Thence 58.86 feet along the arc of a curve to the left which has a radius of 40.00 a central angle of 84°18'53" a chord which bears North 46°58'20" West a distance of 53.69 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 89°07'47" West a distance of 237.38 feet to a set 1/2" rebar with cap marked TX 5152 for a point of curve;

Thence 72.96 feet along the arc of a curve to the left which has a radius of 48.00 a central angle of 87°05'14" a chord which bears South 47°19'36" West a distance of 66.14 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 87°01'48" West a distance of 27.00 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 02°21'53" East a distance of 74.60 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 89°07'47" East a distance of 327.82 feet to a set 1/2" rebar with cap marked TX 5152 for a point of curve;

Thence along said right of way line 79.67 feet along the arc of a curve to the right which has a radius of 50.00 a central angle of 91°17'52" a chord which bears South 43°28'50" East a distance of 71.51 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 02°10'06" West a distance of 15.36 feet to the "TRUE POINT OF BEGINNING" and containing 13,827 Square Feet or 0.3174 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.



Ron R. Conde
 R.P.L.S. No. 5152



job # 911-13

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283
FAX (915) 592-0286

Prepared for: El Paso Water Utilities
September 16, 2011
(El Paso Water Utilities Access Easement)

METES AND BOUNDS DESCRIPTION

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Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 470.59 to an existing TX D.O.T. Brass cap on the northerly right of way line of Spur 601 as referenced in document no. 20100062211, Real property records of El Paso County, Texas; Thence along said right of way line 82.93 feet along the arc of a curve to the left which has a radius of 2885.88 feet a central angle of 01°38'47" a chord which bears South 85°51'56" West a distance of 82.93 feet to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence along said right of way line 18.53 feet along the arc of a curve to the left which has a radius of 2885.88 a central angle of 00°22'05" a chord which bears South 84°51'30" West a distance of 18.53 feet to a found TX D.O.T. Brass cap;

Thence along said right of way line South 84°40'28" West a distance of 8.69 feet to a set 1/2" rebar with cap marked TX 5152;

Thence leaving said right of way line, North 02°10'06" East a distance of 145.15 feet to a set 1/2" rebar with cap marked TX 5152 for a point of curve;

Thence along said right of way line 4.87 feet along the arc of a curve to the left which has a radius of 40.00 a central angle of 06°59'00" a chord which bears North 01°19'24" West a distance of 4.87 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 88°11'11" East a distance of 27.30 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 02°10'06" West a distance of 146.69 feet to the "TRUE POINT OF BEGINNING" and containing 4005 Square Feet or 0.0920 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.

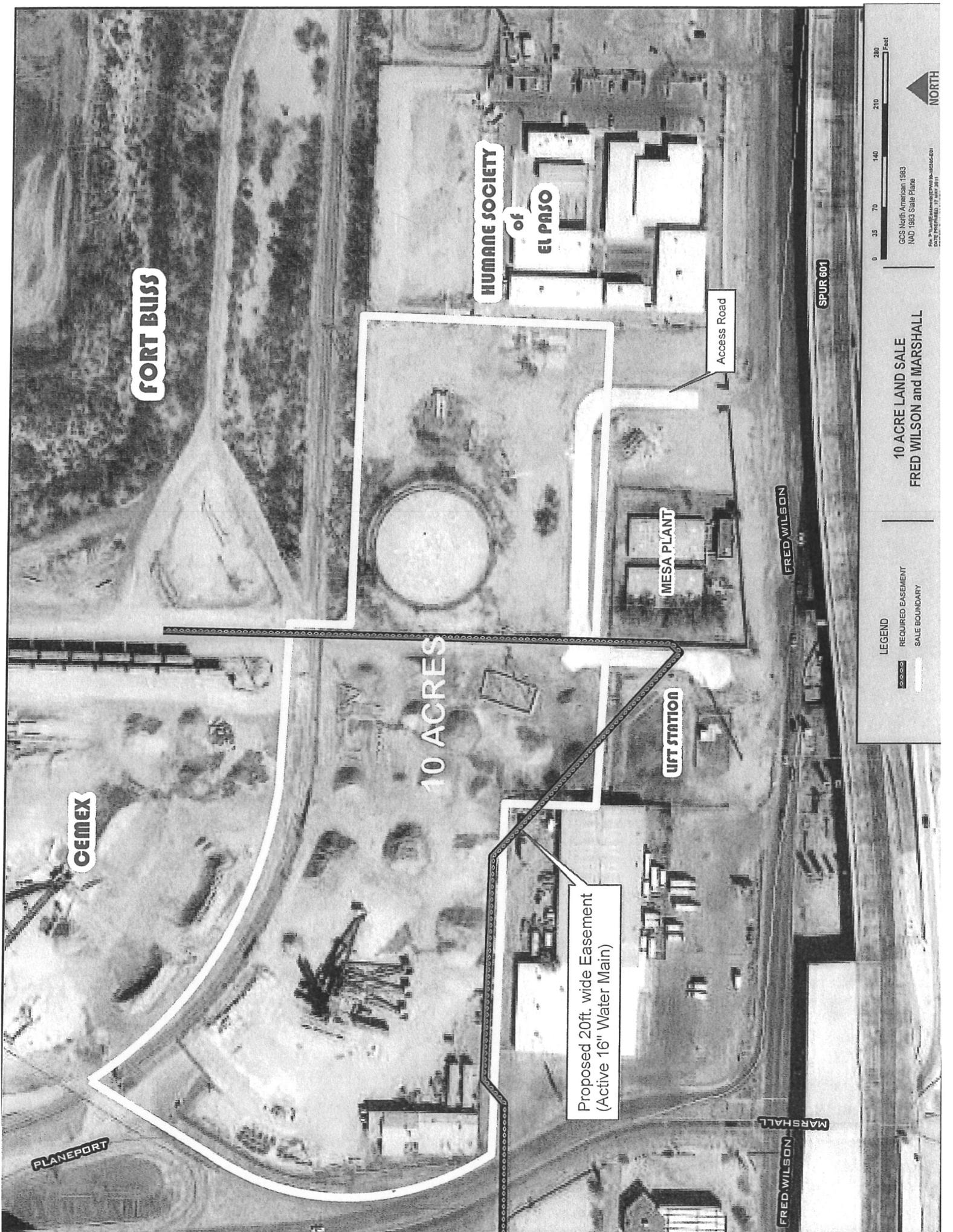


Ron R. Conde
R.P.L.S. No. 5152



job # 911-30

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283
FAX (915) 592-0286



FORT BLISS

CEMEX

10 ACRES

HUMANE SOCIETY

of EL PASO

MESA PLANT

Access Road

LIFT STATION

**Proposed 20ft. wide Easement
(Active 16" Water Main)**

FRED WILSON

SPUR 601

MARSHALL

FRED WILSON



GCS North American 1983
NAD 1983 State Plane

File Path: \\US-AMERICAN-PROFESSIONAL-ASSOCIATION
DATE PREPARED: 17 MAY 2011

**10 ACRE LAND SALE
FRED WILSON and MARSHALL**

LEGEND
REQUIRED EASEMENT
SALE BOUNDARY

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: SOCIAL SECURITY NUMBER AND DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: _____

Grantor: The City of El Paso, Texas, a Texas Municipal Corporation
On Behalf of its El Paso Water Utilities Public Service Board Trustees

Grantor's Mailing Address (including County): Two Civic Center Plaza
El Paso, Texas 79901-1196
El Paso County

Grantee: Jobe Materials, L.P.

Grantee's Mailing Address (including County): 1150 Southview Drive
El Paso, Texas 79928
El Paso County

Consideration: TEN AND NO/100 DOLLARS and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed.

Property: Being approximately 10.14 acres of land, more or less, situated within the corporate city limits of the City of El Paso, El Paso County, Texas and consisting of a portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys and being more particularly described in Exhibits "A thru E" attached hereto and incorporated herein by this reference for all purposes.

Restrictions and Reservations from and Exceptions to Conveyance and Warranty:

1. This Property is being conveyed "AS IS", with no express or implied warranty being made for a particular use or purpose. Grantee shall be responsible, at its own cost, to conduct any necessary archeological or environmental surveys. Any remediation required as a result shall be at Grantee's sole cost.
2. This conveyance is subject to all easements, rights-of-way, and prescriptive rights whether of record or not, all presently recorded instruments, other than liens and conveyances, affecting the Property.

3. Grantee, its successors or assigns shall not, for a period of at least 75 years, discard, place or store any radioactive material or other material which would contaminate or otherwise damage the groundwater or sources of groundwater of the City of El Paso, Texas.
4. Grantor hereby for itself, its successors and assigns forever, reserves all water in and under, and that may be produced from or attributable to the Property.

Grantor, for the consideration and subject to the restrictions, 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 to hold it to Grantee, Grantees 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.

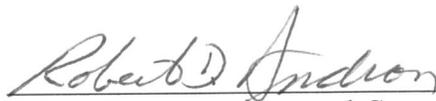
THE CITY OF EL PASO, TEXAS

Joyce A. Wilson, City Manager

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO FORM AND CONTENT:



Robert D. Andron, General Counsel, EPWU

(ACKNOWLEDGMENTS ON FOLLOWING PAGE)

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on the ____ day of _____, 2011, by Joyce A. Wilson, the City Manager of the City of El Paso, Texas.

Notary Public, State of Texas
My Commission expires: _____

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on the ____ day of _____, 2011, by Stanley Jobe, Member of Jobeco Material, LLC, and General Partner of Jobe Material, L.P. on behalf of Jobe Material, L.P.

Notary Public, State of Texas
My Commission expires: _____

Being a Portion of Section 17, Block 81, Township 2,
Texas and Pacific Railway Company Surveys,
City Of El Paso, El Paso County, Texas
Prepared for: El Paso Water Utilities
January 25, 2011

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2,
Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas,
and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet;

Thence along the westerly line of said 4.00 acre parcel of land, South 02°15'12" West a distance of 332.50 feet to a set 1/2" rebar with cap marked TX 5152;

Thence leaving said line North 88°11'11" West a distance of 430.69 feet to a fence corner post;

Thence South 04°07'43" West a distance of 14.96 feet to a set 1/2" rebar with cap marked TX 5152

Thence North 87°01'48" West a distance of 210.44 feet to a point;

Thence North 01°58'34" East a distance of 123.11 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 88°10'54" West a distance of 470.41 feet to a set 1/2" rebar with cap marked TX 5152 on the easterly right of way line of Marshall Road;

Thence along said right of way line North 30°33'38" West a distance of 18.31 feet to a set 1/2" rebar with cap marked TX 5152;

Thence along said right of way line 123.06 feet along the arc of a curve to the right which has a radius of 355.97 feet a central angle of 19°48'26" a chord which bears North 20°39'26" West a distance of 122.45 feet to a set 1/2" rebar with cap marked TX 5152;

Thence along said right of way line 254.53 feet along the arc of a curve to the right which has a radius of 324.91 feet a central angle of $44^{\circ}53'05''$ a chord which bears North $11^{\circ}41'20''$ East a distance of 248.07 feet to a point;

Thence along said right of way line North $31^{\circ}33'18''$ East a distance of 192.23 feet to a found 5/8" rebar on the southerly line of a parcel of land recorded in Volume 3512, Page 1268, Real property records of El Paso County, Texas;

Thence along said line 480.67 feet along the arc of a curve to the left which has a radius of 564.42 feet a central angle of $48^{\circ}47'36''$ a chord which bears South $58^{\circ}04'44''$ East a distance of 466.27 feet to a point;

Thence along said line South $87^{\circ}06'59''$ East a distance of 217.98 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South $01^{\circ}59'27''$ West a distance of 81.18 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South $88^{\circ}05'03''$ East a distance of 411.96 feet to the "TRUE POINT OF BEGINNING" and containing 441780.95 Square feet or 10.14 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.

job #_910-14

Ron R. Conde
R.P.L.S. No. 5152

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283

Being a Portion of Section 17, Block 81, Township 2,
Texas and Pacific Railway Company Surveys,
City Of El Paso, El Paso County, Texas
Prepared for: El Paso Water Utilities
September 16, 2011
(El Paso Water Utilities Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence from said northwest corner, South 58°23'49" West a distance of 627.57 feet to a point for the "TRUE POINT OF BEGINNING".

Thence North 87°01'48" West a distance of 120.45 feet to a point;

Thence North 01°58'34" East a distance of 123.11 feet to a point;

Thence North 88°10'54" West a distance of 470.41 feet to a set 1/2" rebar with cap marked TX 5152 on the easterly right of way line of Marshall Road;

Thence along said right of way line North 30°33'38" West a distance of 18.31 feet to a point of curve;

Thence 33.99 feet along the arc of a curve to the right which has a radius of 355.97 feet a central angle of 05°28'20" a chord which bears North 27°49'29" West a distance of 33.98 feet to a point;

Thence leaving said right of way line South 88°10'54" East a distance of 497.03 feet to a point;

Thence South 01°49'06" West a distance of 43.00 feet to a point;

Thence South 41°27'31" East a distance of 175.17 feet to the "TRUE POINT OF BEGINNING" and containing 29,325 Square feet 0.6732 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152



job #_911-30

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283

Being a Portion of Section 17, Block 81, Township 2,
Texas and Pacific Railway Company Surveys,
City Of El Paso, El Paso County, Texas
Prepared for: El Paso Water Utilities
January 11, 2011
(30' El Paso Water Utilities Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence from said northwest corner, North 88°05'03" West a distance of 411.96 feet to a point for the "TRUE POINT OF BEGINNING".

Thence South 01°59'32" West a distance of 333.22 feet to a point;

Thence North 88°11'11" West a distance of 20.25 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 04°07'43" West a distance of 14.96 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 87°01'48" West a distance of 9.19 feet to a point;

Thence North 01°59'32" East a distance of 429.73 feet to a point on the southerly line of a tract of land recorded in volume 3512, page 1268, Real property records of El Paso County, Texas;

Thence along said line South 87°06'59" East (North 89°44'29" East, vol. 3512, pg. 1268) a distance of 30.00 feet to a set 1/2" rebar with cap marked TX 5152;

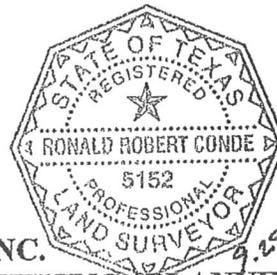
Thence South 01°59'27" West a distance of 81.18 feet to the "TRUE POINT OF BEGINNING" and containing 12,581.1782 Square Feet or 0.2888 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152



job #_910-14

CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING

6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283

Prepared for: El Paso Water Utilities
September 16, 2011
(El Paso Water Utilities Access Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 332.50 to a point; Thence leaving said line North 88°11'11" West a distance of 82.65 feet to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence North 88°11'11" West a distance of 27.30 feet to a set 1/2" rebar with cap marked TX 5152;

Thence 58.86 feet along the arc of a curve to the left which has a radius of 40.00 a central angle of 84°18'53" a chord which bears North 46°58'20" West a distance of 53.69 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 89°07'47" West a distance of 237.38 feet to a set 1/2" rebar with cap marked TX 5152 for a point of curve;

Thence 72.96 feet along the arc of a curve to the left which has a radius of 48.00 a central angle of 87°05'14" a chord which bears South 47°19'36" West a distance of 66.14 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 87°01'48" West a distance of 27.00 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 02°21'53" East a distance of 74.60 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 89°07'47" East a distance of 327.82 feet to a set 1/2" rebar with cap marked TX 5152 for a point of curve;

Thence along said right of way line 79.67 feet along the arc of a curve to the right which has a radius of 50.00 a central angle of 91°17'52" a chord which bears South 43°28'50" East a distance of 71.51 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 02°10'06" West a distance of 15.36 feet to the "TRUE POINT OF BEGINNING" and containing 13,827 Square Feet or 0.3174 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152



job # 911-13

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283
FAX (915) 592-0286

Prepared for: El Paso Water Utilities
September 16, 2011
(El Paso Water Utilities Access Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 470.59 to an existing TX D.O.T. Brass cap on the northerly right of way line of Spur 601 as referenced in document no. 20100062211, Real property records of El Paso County, Texas; Thence along said right of way line 82.93 feet along the arc of a curve to the left which has a radius of 2885.88 feet a central angle of 01°38'47" a chord which bears South 85°51'56" West a distance of 82.93 feet to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence along said right of way line 18.53 feet along the arc of a curve to the left which has a radius of 2885.88 a central angle of 00°22'05" a chord which bears South 84°51'30" West a distance of 18.53 feet to a found TX D.O.T. Brass cap;

Thence along said right of way line South 84°40'28" West a distance of 8.69 feet to a set 1/2" rebar with cap marked TX 5152;

Thence leaving said right of way line, North 02°10'06" East a distance of 145.15 feet to a set 1/2" rebar with cap marked TX 5152 for a point of curve;

Thence along said right of way line 4.87 feet along the arc of a curve to the left which has a radius of 40.00 a central angle of 06°59'00" a chord which bears North 01°19'24" West a distance of 4.87 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 88°11'11" East a distance of 27.30 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 02°10'06" West a distance of 146.69 feet to the "TRUE POINT OF BEGINNING" and containing 4005 Square Feet or 0.0920 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.

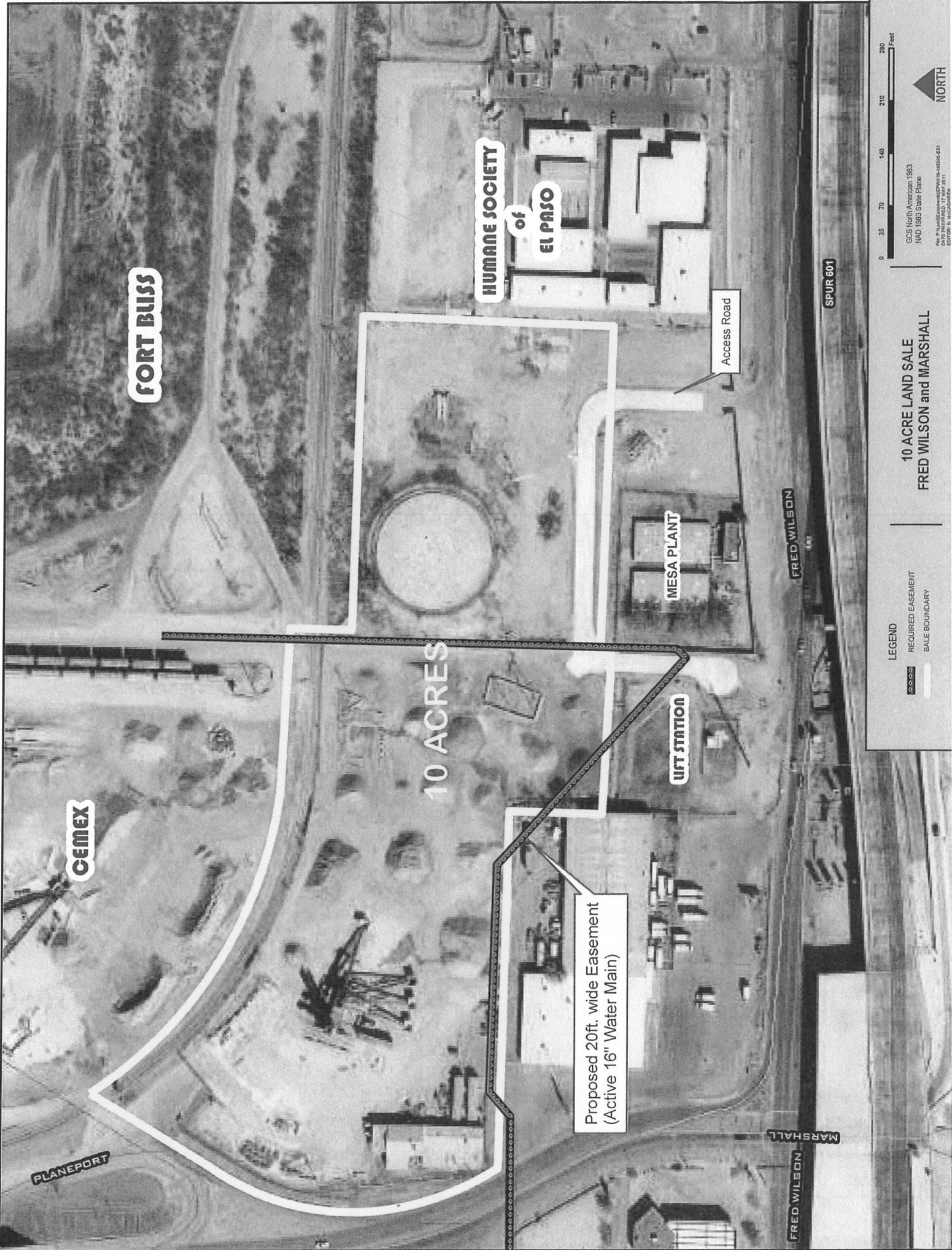


Ron R. Conde
R.P.L.S. No. 5152



job # 911-30

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283
FAX (915) 592-0286



FORT BLISS

CEMEX

PLANEPORT

10 ACRES

HUMANE SOCIETY

of

EL PASO

MESA PLANT

Access Road

LIFT STATION

**Proposed 20ft. wide Easement
(Active 16" Water Main)**

FRED WILSON

SPUR 601

FRED WILSON

MARSHALL



CCS North American 1983
NAD 1983 State Plane
File: P:\GIS\MapServer\CH010-1006-01
DATE PREPARED: 17 MAY 2011
GEOGRAPHIC COORDINATE



**10 ACRE LAND SALE
FRED WILSON and MARSHALL**

- LEGEND**
-  REQUIRED EASEMENT
 -  SALE BOUNDARY

RESOLUTION

A RESOLUTION AUTHORIZING THE SALE OF A PARCEL OF LAND TOTALLING 10.14 ACRES OF LAND TO JOBE MATERIALS, L.P., THE SOLE BIDDER; LAND BEING A PORTION OF SECTION 17, BLOCK 81, TOWNSHIP 2, CITY OF EL PASO, EL PASO COUNTY, TEXAS, LOCATED IN NORTHEAST EL PASO AT FRED WILSON AND MARSHALL ROADS, SAID REAL PROPERTY BEING UNDER THE JURISDICTION OF THE PUBLIC SERVICE BOARD, TRUSTEES; REQUESTING THE CITY COUNCIL PASS AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the El Paso Water Utilities Public Service Board (PSB), Trustees, has jurisdiction over certain parcels of land in northeast El Paso; and

WHEREAS, the Public Service Board approved the sale in accordance with State law of 10.14 acres of land in northeast El Paso near Fred Wilson and Marshall Roads; and

WHEREAS, the PSB hereby finds that this parcel of land is inexpedient to the water system and it is in the public interest that said land should be sold to the highest bidder; and

WHEREAS, the PSB provided approximately sixty-six bid packets to be opened July 26, 2011. One bid was received from Jobe Materials, L.P., which bid was \$101.00 over the minimum bid price as set by the PSB.

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, EL PASO WATER UTILITIES:

Section 1. That the findings and recitations set out in the preamble to this Resolution are true and correct and are hereby adopted by the Public Service Board and made a part of this Resolution for all purposes.

Section 2. That the Public Service Board hereby finds the land the subject of this Resolution to be inexpedient to the needs of the water utility system and hereby approves the conveyance of land pursuant to State statute which land is more fully described as follows:

Being a portion of Section 17, Block 81, Township 2, City of El Paso, El Paso County, Texas, being approximately 10.14 acres of land to Jobe Materials, L.P., for a total sales price of \$1,572,101.00.

Section 3. That the Public Service Board hereby requests the City Council authorize the City Manager to sign a Special Warranty Deed and any other necessary documents to convey the property to Jobe Materials, L.P.

Section 4. That a copy of this Resolution shall be transmitted to the City Attorney's Office.

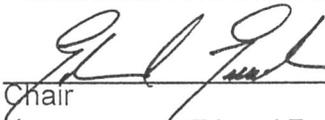
PASSED AND APPROVED at a regular meeting of the Public Service Board of the City of El Paso, Texas, this 10th day of August, 2011, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A. Government Code, Sections 551.001 et. seq.

ATTEST:

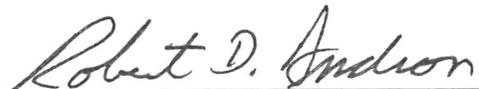

Secretary-Treasurer

Dr. Richard T. Schoephoerster

PUBLIC SERVICE BOARD


Chair
Edward Escudero

APPROVED AS TO FORM:


Robert D. Andron, General Counsel

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

CONTRACT OF SALE

This Agreement is entered into this _____ day of _____, 2011, by and between the **CITY OF EL PASO on behalf of the El Paso Water Utilities Public Service Board**, hereinafter referred to as the “PSB” as Seller and **Jobe Materials, L.P.** 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:

A 10.14 acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas as a portion Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys and being more particularly described in Exhibit “A,”

together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest of the PSB 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 PSB’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 PSB.

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.

The Property will be conveyed to Buyer subject to the following easements:

- (a) A 50 foot wide railway easement on the north curved boundary for the exclusive use of the U.S. Government, in Volume 728, Page 454, Real Property Records, County of El Paso, Texas.
- (b) A 20 foot easement to Southern Union Gas Company running north and south, in Volume 471, Page 1339, Real Property Records, County of El Paso, Texas.
- (c) A 32 foot wide easement to El Paso Electric Company, in Volume 1581, Page 523, Real Property Records, El Paso County, Texas.
- (d) The Property will be conveyed to Buyer at Closing subject to a reservation by Seller of the right of use of a 45 foot wide utility easement for the benefit of El Paso Water Utilities. This easement will be for underground water utilities, including access thereto for purposes of maintenance, repairs, construction, and replacement as may be required. Such easement is more fully described in Exhibit B, attached hereto and incorporated herein by reference.
- (e) The Property will be conveyed to Buyer at Closing subject to a reservation by Seller of a 30 foot wide utility easement for the benefit of El Paso Water Utilities running north and south for underground pipelines, including access thereto for purposes of maintenance, repairs, construction, and replacement as may be required. Such easement is more fully described in Exhibit "C," attached hereto and incorporated herein by reference.
- (f) The Property will be conveyed to Buyer at Closing subject to a reservation by Seller of right of use of an access and roadway easement for the benefit of El Paso Water Utilities for purpose of providing access by El Paso Water Utilities and its successors to its existing facilities as shown on the plat of survey attached hereto as Exhibit "D."

Seller shall also grant to Buyer at Closing a non-exclusive roadway easement and right of use of the connecting roadway from the public road/Fred Wilson frontage road for purposes of connecting to the driveway easement described above. The easement that will be granted to Buyer by Seller is more fully described in Exhibit "E," attached hereto and incorporated herein by reference. Seller will also reserve for itself the right of use or such easement.

The use of this roadway and access easement will be limited to El Paso Water Utilities and its successors and assigns and Buyer and its successors and assigns for purposes of providing access to both the Property by Buyer and to El Paso Water Utilities for purposes of accessing its existing facilities, which are adjoining as shown on the plat of survey attached

hereto. The Parties shall share the cost of maintenance of such roadway and access easement as shown and described in Exhibits "D" and "E," attached hereto.

Neither party shall have right to dedicate or grant to the public a right of use of such easement for purposes of accessing other properties. Such easement being solely for the purposes of benefitting and providing access to the Property which is the subject matter of this Agreement and providing access to Seller's facilities on Seller's adjoining property as shown on the plat of survey attached hereto.

- 1.4 **Groundwater.** All ground water, water rights, or rights to surface water shall be reserved to the PSB 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 ONE MILLION FIVE HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED ONE DOLLARS (\$1,572,101.00) plus buyer will pay all closing cost including cost of survey, advertising and appraisals 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 PSB acknowledges the receipt of earnest money paid to the PSB by the Buyer in the amount of SEVENTY EIGHT THOUSAND SIX HUNDRED FIVE AND 05/100 DOLLARS (\$78,605.05) 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 PSB's acceptance of the Buyer's offer, the Buyer shall provide the PSB with all information necessary to close the sale with the intent that, without good cause existing or further delay, it is anticipated that the PSB 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 PSB 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 PSB 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 PSB.** The PSB 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 PSB, 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 PSB 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 PSB.

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 PSB'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 PSB's development of the Property, have been complied with.

4.6 **Taxes.** While the PSB owned the Property, the Property was exempt from ad valorem taxes.

4.7 **Pre-Closing Claims.** PSB 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 PSB in connection with the Property. The PSB hereby expressly disclaims any and all liability to third parties that have any claims against the PSB.

- 4.8 **Condition of Property Prior to Closing.** Prior to Closing, the PSB shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the Buyer. See paragraph 1.3 referring to proposed utility easement.
- 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 PSB 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; (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 PSB OTHER THAN AS REGARDS THE EXISTING PSB EASEMENTS AND THE PSB PIPELINES AND EQUIPMENT WITHIN SUCH EASEMENTS. 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 PSB 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 PSB 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 PSB AND PURCHASED BY THE BUYER SUBJECT TO THE FOREGOING.
- 4.10 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE PSB 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 PSB 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.

- 4.11 **Buyer's use.** The Buyer represents to the PSB that it intends to use the property in accordance with the conditions in Exhibit "C" (Bid Document #31-11) attached hereto and made a part hereof for all purposes. Buyer will comply with all City, State and Federal Law and/or Ordinances.
- 4.12 **Survival.** All agreements of the PSB 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 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 PSB, subject to delays due to the PSB'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.
- 5.3 **PSB's Obligations.** At Closing, the PSB 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 PSB.** In the event that the PSB 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 PSB agrees to absorb the costs the PSB may have incurred in preparation for the sale of the Property.
- 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 PSB's default, or the termination of this Agreement in accordance with its terms, the PSB may seek specific performance of this agreement.

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:

PSB: Edmund G. Archuleta, P.E.
President/CEO
El Paso Water Utilities Public Service Board
1154 Hawkins Blvd.
El Paso, Texas 79925

Buyer: Stanley Jobe
Member of Jobeco Materials, L.L.C.,
General Partner of Jobe Materials, L.P.
1150 Southview Dr.
El Paso, Texas 79928

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 _____, 2011.

SELLER:

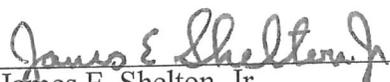
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

By: 
Edmund G. Archuleta
President/CEO

CITY OF EL PASO
A Municipal Corporation

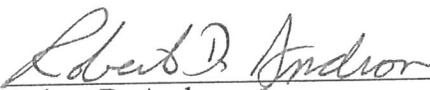
By _____
Joyce A. Wilson, City Manager

APPROVED AS TO CONTENT:


James E. Shelton, Jr.
Utility Land & Water Rights Manager

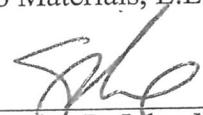
BUYER:

APPROVED AS TO FORM:


Robert D. Andron
General Counsel for PSB

JOBE MATERIALS, L.P.

By: Jobeco Materials, L.L.C.

By: 
Stanley P. Jobe, Member

(Acknowledgements continue on next page)

ACKNOWLEDGMENTS

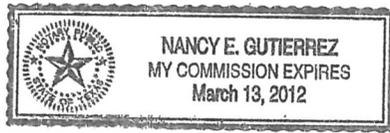
STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 5th day of October, 2011, by Edmund G. Archuleta, President & CEO of El Paso Water Utilities Public Service.

My Commission Expires:

March 13, 2012

Nancy E. Gutierrez
Notary Public, State of Texas



STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2011, by Joyce Wilson, City Manager of the City of El Paso.

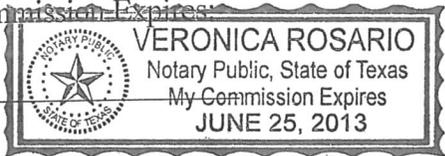
My Commission Expires:

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 4th day of October, 2011, by Stanley Jobe, Member of Jobeco Material L.L.C., General partner of Jobe Material, L.P.

My Commission Expires:



Veronica Rosario
Notary Public, State of Texas

Being a Portion of Section 17, Block 81, Township 2,
Texas and Pacific Railway Company Surveys,
City Of El Paso, El Paso County, Texas
Prepared for: El Paso Water Utilities
January 25, 2011

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2,
Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas,
and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet;

Thence along the westerly line of said 4.00 acre parcel of land, South 02°15'12"
West a distance of 332.50 feet to a set 1/2" rebar with cap marked TX 5152;

Thence leaving said line North 88°11'11" West a distance of 430.69 feet to a
fence corner post;

Thence South 04°07'43" West a distance of 14.96 feet to a set 1/2" rebar with cap
marked TX 5152

Thence North 87°01'48" West a distance of 210.44 feet to a point;

Thence North 01°58'34" East a distance of 123.11 feet to a set 1/2" rebar with cap
marked TX 5152;

Thence North 88°10'54" West a distance of 470.41 feet to a set 1/2" rebar with cap
marked TX 5152 on the easterly right of way line of Marshall Road;

Thence along said right of way line North 30°33'38" West a distance of 18.31
feet to a set 1/2" rebar with cap marked TX 5152;

Thence along said right of way line 123.06 feet along the arc of a curve to the
right which has a radius of 355.97 feet a central angle of 19°48'26" a chord which
bears North 20°39'26" West a distance of 122.45 feet to a set 1/2" rebar with cap
marked TX 5152;

Thence along said right of way line 254.53 feet along the arc of a curve to the right which has a radius of 324.91 feet a central angle of $44^{\circ}53'05''$ a chord which bears North $11^{\circ}41'20''$ East a distance of 248.07 feet to a point;

Thence along said right of way line North $31^{\circ}33'18''$ East a distance of 192.23 feet to a found $5/8''$ rebar on the southerly line of a parcel of land recorded in Volume 3512, Page 1268, Real property records of El Paso County, Texas;

Thence along said line 480.67 feet along the arc of a curve to the left which has a radius of 564.42 feet a central angle of $48^{\circ}47'36''$ a chord which bears South $58^{\circ}04'44''$ East a distance of 466.27 feet to a point;

Thence along said line South $87^{\circ}06'59''$ East a distance of 217.98 feet to a set $1/2''$ rebar with cap marked TX 5152;

Thence South $01^{\circ}59'27''$ West a distance of 81.18 feet to a set $1/2''$ rebar with cap marked TX 5152;

Thence South $88^{\circ}05'03''$ East a distance of 411.96 feet to the "TRUE POINT OF BEGINNING" and containing 441780.95 Square feet or 10.14 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.

job #_910-14

Ron R. Conde
R.P.L.S. No. 5152

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283

Being a Portion of Section 17, Block 81, Township 2,
Texas and Pacific Railway Company Surveys,
City Of El Paso, El Paso County, Texas
Prepared for: El Paso Water Utilities
September 16, 2011
(El Paso Water Utilities Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence from said northwest corner, South 58°23'49" West a distance of 627.57 feet to a point for the "TRUE POINT OF BEGINNING".

Thence North 87°01'48" West a distance of 120.45 feet to a point;

Thence North 01°58'34" East a distance of 123.11 feet to a point;

Thence North 88°10'54" West a distance of 470.41 feet to a set 1/2" rebar with cap marked TX 5152 on the easterly right of way line of Marshall Road;

Thence along said right of way line North 30°33'38" West a distance of 18.31 feet to a point of curve;

Thence 33.99 feet along the arc of a curve to the right which has a radius of 355.97 feet a central angle of 05°28'20" a chord which bears North 27°49'29" West a distance of 33.98 feet to a point;

Thence leaving said right of way line South 88°10'54" East a distance of 497.03 feet to a point;

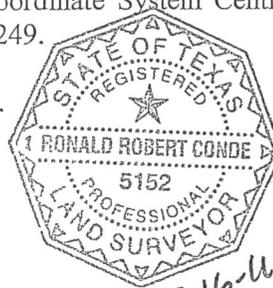
Thence South 01°49'06" West a distance of 43.00 feet to a point;

Thence South 41°27'31" East a distance of 175.17 feet to the "TRUE POINT OF BEGINNING" and containing 29,325 Square feet 0.6732 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152



job #_911-30

CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING

6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283

Being a Portion of Section 17, Block 81, Township 2,
Texas and Pacific Railway Company Surveys,
City Of El Paso, El Paso County, Texas
Prepared for: El Paso Water Utilities
January 11, 2011
(30' El Paso Water Utilities Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence from said northwest corner, North 88°05'03" West a distance of 411.96 feet to a point for the "TRUE POINT OF BEGINNING".

Thence South 01°59'32" West a distance of 333.22 feet to a point;

Thence North 88°11'11" West a distance of 20.25 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 04°07'43" West a distance of 14.96 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 87°01'48" West a distance of 9.19 feet to a point;

Thence North 01°59'32" East a distance of 429.73 feet to a point on the southerly line of a tract of land recorded in volume 3512, page 1268, Real property records of El Paso County, Texas;

Thence along said line South 87°06'59" East (North 89°44'29" East, vol. 3512, pg. 1268) a distance of 30.00 feet to a set 1/2" rebar with cap marked TX 5152;

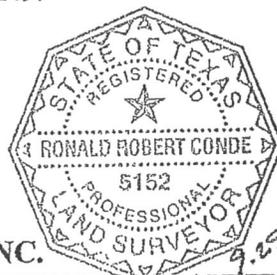
Thence South 01°59'27" West a distance of 81.18 feet to the "TRUE POINT OF BEGINNING" and containing 12,581.1782 Square Feet or 0.2888 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152



job #_910-14

CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING

6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283

Prepared for: El Paso Water Utilities
September 16, 2011
(El Paso Water Utilities Access Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 332.50 to a point; Thence leaving said line North 88°11'11" West a distance of 82.65 feet to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence North 88°11'11" West a distance of 27.30 feet to a set 1/2" rebar with cap marked TX 5152;

Thence 58.86 feet along the arc of a curve to the left which has a radius of 40.00 a central angle of 84°18'53" a chord which bears North 46°58'20" West a distance of 53.69 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 89°07'47" West a distance of 237.38 feet to a set 1/2" rebar with cap marked TX 5152 for a point of curve;

Thence 72.96 feet along the arc of a curve to the left which has a radius of 48.00 a central angle of 87°05'14" a chord which bears South 47°19'36" West a distance of 66.14 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 87°01'48" West a distance of 27.00 feet to a set 1/2" rebar with cap marked TX 5152;

Thence North 02°21'53" East a distance of 74.60 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 89°07'47" East a distance of 327.82 feet to a set 1/2" rebar with cap marked TX 5152 for a point of curve;

Thence along said right of way line 79.67 feet along the arc of a curve to the right which has a radius of 50.00 a central angle of 91°17'52" a chord which bears South 43°28'50" East a distance of 71.51 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 02°10'06" West a distance of 15.36 feet to the "TRUE POINT OF BEGINNING" and containing 13,827 Square Feet or 0.3174 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152



job #_911-13

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283
FAX (915) 592-0286

Prepared for: El Paso Water Utilities
September 16, 2011
(El Paso Water Utilities Access Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5337 for the northwest corner of a 4.00 Acre tract of land conveyed to the Humane Society of El Paso in clerks file no. 20040060034, Real property records of El Paso County, Texas from which a found 5/8" rebar with smashed cap for the northeast corner of said tract of land bears South 88°05'03" East (North 88°47'10" East, file no. 20040060034) a distance of 340.91 feet; Thence along the westerly line of said Humane Society parcel, South 02°15'12" West a distance of 470.59 to an existing TX D.O.T. Brass cap on the northerly right of way line of Spur 601 as referenced in document no. 20100062211, Real property records of El Paso County, Texas; Thence along said right of way line 82.93 feet along the arc of a curve to the left which has a radius of 2885.88 feet a central angle of 01°38'47" a chord which bears South 85°51'56" West a distance of 82.93 feet to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence along said right of way line 18.53 feet along the arc of a curve to the left which has a radius of 2885.88 a central angle of 00°22'05" a chord which bears South 84°51'30" West a distance of 18.53 feet to a found TX D.O.T. Brass cap;

Thence along said right of way line South 84°40'28" West a distance of 8.69 feet to a set 1/2" rebar with cap marked TX 5152;

Thence leaving said right of way line, North 02°10'06" East a distance of 145.15 feet to a set 1/2" rebar with cap marked TX 5152 for a point of curve;

Thence along said right of way line 4.87 feet along the arc of a curve to the left which has a radius of 40.00 a central angle of 06°59'00" a chord which bears North 01°19'24" West a distance of 4.87 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 88°11'11" East a distance of 27.30 feet to a set 1/2" rebar with cap marked TX 5152;

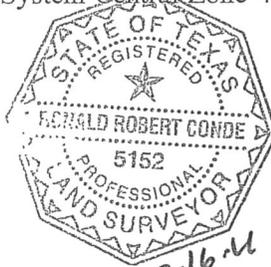
Thence South 02°10'06" West a distance of 146.69 feet to the "TRUE POINT OF BEGINNING" and containing 4005 Square Feet or 0.0920 acres of land more or less.

Note: Bearings based on Texas State Plane Coordinate System Central Zone 4203, U.S. Survey Feet adjusted to surface using a factor of 1.00019696249.

A plat of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152



job #_911-30

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283
FAX (915) 592-0286

