



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Village of Vinton, Texas (Seller) and County of El Paso, Texas (Buyer). Selier agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 435 Vinton, Vinton, TX, Block portion of Tracts 22 and 23B, Aurelio Delgado Survey 173 & a portion of Tract 2A1 Laura E. Addition, City of Mundy Survey as further described in County of Attachment #1 Texas, known as (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gorés, easements, and cooperative or association memberships (the Property).

3. SALES PRICE: A. Cash portion of Sales Price payable by Buyer at closing \$200,000 B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium)..... \$ -0- C. Sales Price (Sum of A and B)..... \$200,000

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below) A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ (excluding any loan funding fee or mortgage insurance premium). (1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer. (2) Credit Approval: (Check one box only) (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval. (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing. B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum. C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$500.00 as earnest money with Sierra Title Company, as escrow agent, at 4849 N. Mesa, Suite 100, El Paso, TX 79912 (address). Buyer shall deposit additional earnest money of \$-0- with escrow agent within ___ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY: A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by Chicago Title Insurance Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1) Restrictive covenants common to the platted subdivision in which the Property is located. (2) The standard printed exception for standby fees, taxes and assessments. (3) Liens created as part of the financing described in Paragraph 4. (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located. (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing. (6) The standard printed exception as to marital rights. (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters. (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements, Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

Initialed for identification by Buyer _____ and Seller _____

KK-09-284

- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within 15 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than Items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: commercial or governmental use

Buyer must object the earlier of (i) the Closing Date or (ii) 30 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) PROPERTY OWNERS ASSOCIATION(S) MANDATORY MEMBERSHIP: The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. **If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used for each association.**
- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

- (1) Buyer accepts the Property in its present condition.
 (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs prior to the Closing Date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards or conditions affecting the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;

Initialed for identification by Buyer _____ and Seller _____

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- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before August 12, 2012, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

- 1. See Attachment 2

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
- (b) Seller shall also pay an amount not to exceed \$ -0- to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with

endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) ~~enforce specific performance, seek such other relief as may be provided by law, or both,~~ or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from

the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:

County of El Paso
ATTN: Erich A. Morales
500 E. San Antonio, 5th Floor
El Paso, TX 79901
 Telephone: (915) 546-2081
 Facsimile: (915) 546-2133
 E-mail: erich.morales@epcounty.com

To Seller at:

Village of Vinton
ATTN: Shane A. English
P.O. Box 1329
Anthony, NM 88021
 Telephone: (575) 882-4500
 Facsimile: (575) 882-5000
 E-mail: kne1329@aol.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|--|
| <input type="checkbox"/> Third Party Financing Addendum for Credit Approval | <input type="checkbox"/> Addendum for "Back-Up" Contract |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input checked="" type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Other (list): _____ |

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 500.00 (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 10 days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's
Attorney is: Erich A. Morales
Assistant County Attorney
500 E. San Antonio, Suite 503
El Paso, TX 79901

Seller's
Attorney is: Shane A. English
P.O. Box 1329
Anthony, NM 88021

Telephone: (915) 546-2081

Telephone: (575) 882-4500

Facsimile: (915) 546-2133

Facsimile: (575) 882-5000

E-mail: erich.morales@epcounty.com

E-mail: kne1329@aol.com

EXECUTED the _____ day of _____, 20____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____
County of El Paso
County Judge Veronica Escobar

Seller _____
Village of Vinton
Mayor Madeleine Praino

Buyer _____

Seller _____

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-6544 (<http://www.trec.state.tx.us>) TREC NO. 9-9. This form replaces TREC NO. 9-7.

BROKER INFORMATION

Other Broker Firm _____ License No. _____
 represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____
 represents Seller and Buyer as an Intermediary
 Seller only as Seller's agent

Licensed Supervisor of Associate _____ Telephone _____

Licensed Supervisor of Listing Associate _____ Telephone _____

Associate _____ Telephone _____

Listing Associate _____ Telephone _____

Other Broker's Address _____ Facsimile _____

Listing Broker's Office Address _____ Facsimile _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Associate Email Address _____

Listing Associate's Email Address _____

Selling Associate _____ Telephone _____

Selling Associate's Office Address _____ Facsimile _____

City _____ State _____ Zip _____

Selling Associate's Email Address _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

 Seller or Listing Broker

 Date

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____

 Email Address

 Address Telephone (_____) _____

 City State Zip Facsimile: (_____) _____



ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

435 Vinton Road, Village of Vinton, Texas
(Address of Property)

- A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within 10 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Buyer

Seller

Buyer County of El Paso, Texas
County Judge Veronica Escobar

Seller Village of Vinton, Texas
Mayor Madeleine Praino

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC No. 28-1. This form replaces TREC No. 28-0.

Unimproved Sales Contract
Between
the County of El Paso, Texas
and
the Village of Vinton, Texas

Attachment #1
Property Description

Cutts Land Surveying, Inc.
Professional Land Surveyors

PROPERTY DESCRIPTION
188,460 Square Feet or 4.326 Acres

Being the description of a portion of Tracts 22 and 23B, Aurelio Delgado Survey 173 and a portion of Tract 2A1, Laura E. Mundy Survey 233, Village of Vinton, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 2 inch iron pipe at the Northeast corner of said Survey 173 and a found 2 inch iron pipe at the Northwest corner of said Survey 173 bears, North 89°59'26" West (bearing base), a distance of 1414.13 feet;

THENCE, North 00°00'00" East, a distance of 25.00 feet to the Northeast corner of said Tract 2A1;

THENCE, along the North line of said Tract 2A1, North 89°59'26" West, a distance of 60.00 feet to a set 1/2 inch rebar marked (Tx2027) and **POINT OF BEGINNING** for the herein described tract;

THENCE, South 00°00'00" East, a distance of 340.75 feet to a set 1/2 inch rebar marked (Tx2027) in the North right-of-way line of Vinton Road (right-of-way varies);

THENCE, along said right-of-way line the following two (2) courses:

North 81°23'54" West, a distance of 272.22 feet to a set 1/2 inch rebar marked (Tx2027);

North 79°17'51" West, a distance of 395.14 feet to a set 1/2 inch rebar marked (Tx2027) at the Southwest corner of said Tract 22 and Southeast corner of Lot 1, Rincon De Acero (recorded in volume 73, page 27, plat records);

THENCE, leaving said right-of-way line and along the East line of said Lot 1 and West line of said Tract 22, North 00°07'58" East, a distance of 226.76 feet to a found 5/8 inch rebar marked (839) at the Northeast corner of said Lot 1 and Northwest corner of said Tract 2A1 in the South line of Lot 17, Block 3, Vinton Village Estates (recorded in volume 65, page 12, plat records);

THENCE, along the South line of said Block 3, South 89°59'26" East, a distance of 656.90 feet to the **POINT OF BEGINNING** and containing **188,460 square feet or 4.326 acres** of land.

This description was prepared from a survey made on the ground on September 21, 2009 with a plat of same date.

PREPARED BY:
Cutts Land Surveying, Inc.
El Paso, Texas
October 12, 2009
Job No. 090905

1100 Montana, Suite 206
El Paso, Texas 79902



Tel. (915) 534-9391
Fax (915) 534-9394

Unimproved Sales Contract
Between
the County of El Paso, Texas
and
the Village of Vinton, Texas

Attachment #2
Special Provisions

ADDENDUM TO THE
“UNIMPROVED PROPERTY CONTRACT”
BETWEEN
THE COUNTY OF EL PASO, TEXAS AND
THE VILLAGE OF VINTON, TEXAS
For
**A PORTION TRACTS 22 AND 23B, AURELIO DELGADO SURVEY 173 AND A
PORTION OF TRACT 2A1, LAURA E. MUNDY SURVEY 233 A/K/A 235 VINTON
ROAD, VINTON TEXAS**

This is an Addendum to the Unimproved Property Contract, (the “Contract”) signed and effective as of the Effective Date shown on the Contract, by and between the County of El Paso (“Seller”) and the Village of Vinton (“Buyer”).

Notwithstanding anything else which may be to the contrary in the Contract to which this Addendum is attached, Buyer and Seller agree as follows:

1. As additional incentive to enter into this Contract, the El Paso County Commissioners Court has agreed to provide the Village of Vinton financial assistance in an amount not to exceed Three Hundred Fifty Nine Thousand Three Hundred Sixty-three Dollars (\$359, 363.00) (the “Park Funds”) for the development and improvement of a community park within the municipal limits of the Village of Vinton. The Park Funds are derived from County’s 2007 Capital Improvement Bond Issuances. The County and the Village hereby agree to enter into a separate Interlocal Agreement, in substantially the form and substance attached to this Contract, detailing the terms and conditions for the Village’s receipt and use of the Park Funds, including specific provisions that all Park Funds shall be used in accordance with the terms, conditions, and covenants of the 2007 Bond and so that the use of the funds does not violate the bond covenants, terms or conditions. The parties further agree that the Interlocal shall not be effective until the execution of the attached Unimproved Property Contract.
2. The Village hereby represents that the buildings anticipated to be constructed by the County and the use of the land for governmental purposes will not violate any Village ordinance, building code, rule, or land use regulation. In the event, such a violation is discovered, the Village shall modify or amend its rules or ordinances or take other action necessary to assure that the use of the building does not violate any Village zoning code, rule, or other Village requirement.
3. If any terms or provisions of this Addendum conflict with any terms of the attached Contract, the provisions of this Addendum shall prevail.

COUNTY OF EL PASO, TEXAS

VILLAGE OF VINTON, TEXAS

By: _____
Veronica Escobar, County Judge
County of El Paso, Texas

By: _____
Madeline Praino, Mayor
Village of Vinton, Texas

RESOLUTION

A RESOLUTION by the County of El Paso, Texas acting by and through its governing body the El Paso County Commissioners Court ("Commissioners") authorizing the execution of an Interlocal Agreement with the Village of Vinton, Texas acting by and through its governing body the City Council ("Vinton") for improved facilities and services at the "Park Areas", located within Vinton, Texas, and approving said project.

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, Commissioners find that the approval of said project and said Agreement is in the public interest and will increase the efficiency and effectiveness of county government;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF EL PASO COUNTY, TEXAS:

1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by Commissioners and made a part hereof for all purposes.
2. Commissioners approve of the project described above and authorize an inter-local contract to be entered into with the Village of Vinton, Texas the purpose of facilitating this project, in substantially the form which is attached to this Resolution and is made a part of this Resolution.

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2011.

COUNTY JUDGE VERONICA ESCOBAR

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF EL PASO TEXAS
AND THE VILLAGE OF VINTON TEXAS
RELATING TO PARK IMPROVEMENTS IN THE VILLAGE OF VINTON**

COUNTY OF EL PASO
STATE OF TEXAS

This Agreement is entered into on the ___ day of _____, 2011, by and between the Village of Vinton, Texas, a political subdivision of the State of Texas and for purposes of this Agreement called "Vinton", and the County of El Paso, Texas, a political subdivision of the State of Texas, and for purposes of this Agreement called the "County", for improvements to a public park to be developed within Vinton (the "Park Areas").

WITNESSETH:

Whereas, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

Whereas, such a consolidated effort in the improvement of park facilities and services within the ("Park Areas") located within the Village of Vinton, Texas, is in the best interest of the public, the Village of Vinton, and the County of El Paso, and this Agreement will increase the effectiveness, and efficient functioning of each party to this Agreement; and

Whereas, the County, and Vinton are political subdivisions and local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its respective governing body in the appropriate manner prescribed by law; and

Whereas, the County, and Vinton specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

Whereas, the County, and Vinton recognize that outdoor recreational facilities are important to their citizens' physical and mental well being, and help provide opportunities for families to engage in healthy outdoor activities together; and

Whereas, the County and Vinton desire to improve the Park Areas for healthy weekend and after-hours activities and make them more attractive and available to the residents of Vinton, as well as to families who reside proximate to the Village; and

Whereas, combining the resources of the County, and Vinton will result in more effective and efficient functioning of each party and will increase outdoor recreational opportunities for residents living within and proximate to Vinton; and

Whereas, on July 13, 2009; November 30, 2010; and February 9, 2011 the County Commissioners Court voted to allocate funds for the purposes stated within this Agreement;

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

- I. Rights and Duties of Vinton. Vinton will:
 - A. At its sole cost and expense, purchase the land to be used for the park Areas, which shall be no less than two and one-half (2.5) acres in size and located within the corporate limits of the Village of Vinton, Texas;
 - B. At its sole cost and expense, design the layout of the park and location of playground equipment, benches, irrigation systems, electrical systems, install playground and other equipment, install landscaping, perform grading, leveling, and any and all other actions necessary to effectuate the design and proper creation of the Park Areas;
 - C. At its sole cost and expense provide year-round maintenance and security of said Park Areas including proper maintenance, repair, and upkeep of any County provided equipment;
 - D. Manage and operate said Park Areas, including but not limited to the scheduling of organized sports;
 - E. Design, construct, operate, and properly maintain said Park Areas' landscaping and irrigation systems;
 - F. Pay for all electric, gas, and water utilities relating to operation and maintenance of the Park Areas;
 - G. Maintain the and operate the Park Areas as public park facilities open to the residents of the County pursuant to the terms of this Agreement for a period of twenty-five years from the date of execution shown above.
 - H. Vinton shall accept all responsibility for use and maintenance of the equipment purchased for the Park Areas. The County shall

maintain title to the equipment installed pursuant to this Agreement. Title shall remain with the County for a period of twenty years ending on December 31, 2032. The equipment purchased pursuant to this Agreement shall be depreciated over a period of twenty years on a straight line basis measured from January 1, 2012. Any time during the twenty year period, the Village may purchase the County's interest in the equipment by paying to the County an amount equal to the depreciated value of the equipment using the above-described method of straight-line depreciation. On December 31, 2032, if the County has not previously conveyed interest in the equipment to the County and if the Village has fulfilled all of its obligation pursuant to this Agreement, the County's interest in the referenced equipment will transfer to the Village of Vinton, its assigns, and successors in interest, and the Village agrees to accept title and to assume any and all obligations relative to the possession, ownership, and use of the equipment without further action by either the Village or the County. In the event Vinton fails to properly maintain or manage the Park Areas and related facilities, Vinton shall, no more than 90 days from the date of demand by the County, reimburse the County of El Paso the an amount equal to the depreciated value of the equipment using the above-described method of straight-line depreciation.

- I. Vinton agrees to use the funds it receives from the County under this Agreement only for eligible costs and projects covered by this Agreement and the County Bond Funds. It is the intent of the parties that the funds allocated by this Agreement shall only be utilized for the purposes and in the manner specified in this Agreement and consistent with the requirements of the Bond Fund covenants. In the event, it is determined that the Village has utilized the funds allocated under this Agreement for purposes or in a manner other than those specifically authorized by and in conformity with this Agreement and/or the Bond Fund covenants, the Village shall immediately rectify the conditions violating this Agreement or the Bond Fund covenants. In the event, the Village fails to rectify the breach within 90 days of such breach then the Village shall reimburse the County all funds determined to have been utilized in violation of this Agreement.

II. Duties of the County. The County will:

- A. The Parties agree that the County shall allocate from its accounts funds in an amount not to exceed Three Hundred Fifty Nine Thousand Three Hundred Sixty Three Dollars and No Cents

(\$359,363.00) from the County's Bond Proceed accounts CPVINTONPK07 and CPTAXCAP07A.

- B. Purchase and have delivered in coordination with the Village the listed playground equipment shown on Attachment A, attached to and incorporated into this document for all purposes. The County and the Village shall coordinate to the extent possible, delivery of the of the equipment so that delivery and installation will occur in coordination with the development of the Park Areas, provided that the Village shall complete all Park Area improvements no later than September 14, 2012. Costs shown are estimated costs only. The County's total expenditures and obligations pursuant to this Agreement shall not exceed Three Hundred Fifty Nine Thousand Three Hundred Sixty Three Dollars and No Cents (\$359,363.00).

III. Liability.

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. The Clint and the County shall each bear any liability or risk of loss for claims arising from any acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Agreement and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. The County specifically will not and does not warrant the installation, maintenance, condition, or suitability for use or purpose of any equipment installed, conveyed, or used under this Agreement. Each party reserves and retains its sovereign immunity and governmental immunity allowed by law and under the common law. Nothing in this Agreement constitutes a waiver of any immunity from litigation and liability by either Vinton or the County.

IV. Term and Termination.

This Agreement shall become effective upon its date of execution by the parties and shall remain in effect until December 31, 2032. In the event County exercises its option to recover the playground equipment as described in this Agreement, Vinton shall allow the County adequate opportunity for access, removal and transport of the fixtures and appurtenances.

V. Notice.

Any notice authorized or required to be given hereunder shall be made to the parties at the following addresses:

The County: County Judge
 County of El Paso
 500 E. San
 Antonio,
 Suite 301
 El Paso, Texas
 79901

Vinton: Mayor
 Village of Vinton
 436 E. Vinton Road,
 Vinton, Texas 79821

VI. Miscellaneous.

- A. This Agreement is entered into in El Paso County, Texas and venue for the enforcement of this Agreement shall lie in El Paso County, Texas.
- B. This document expresses the entire understanding between the parties and shall not be amended or modified except by written instrument signed by the parties.
- C. This Agreement may not be assigned by either party in whole or in part.
- D. In the event any portion of this Agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.
- E. The Village and the County have had the opportunity and have consulted with their own counsel regarding this Agreement. As such, each party assumes equal responsibility for the drafting, application, and enforcement of this Agreement without regard to which part may or may not have been drafted by a particular party.

Signature page for the Village of Vinton, Interlocal Agreement between
Vinton, Texas and the County of El Paso, Texas.

Village of Vinton

Madeleine Praino, Mayor

APPROVED this ____ day of _____, 2011.

ATTEST:

City Clerk

APPROVED AS TO FORM:

Shane English
Village Attorney

(Signatures continue on the following page)

Signature page for the County of El Paso, Interlocal Agreement between
the Village of Vinton and the County of El Paso, Texas

COUNTY OF EL PASO

County Judge Veronica Escobar

APPROVED this ____ day of _____, 2011.

APPROVED AS TO FORM:

Erich A. Morales
Assistant County Attorney