



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE: June 17th, 2013

CONSENT OR REGULAR: Consent
CONTRACT REFERENCE NO
(IF APPLICABLE): kk-2013-0291

SUBJECT:

Authorize the County Judge to execute the Closing Statement for the purchase of 0.43 acres of land located in Section 19, Block 79, T-3, T&PRR Co. Surveys, El Paso County, Texas for a water tower location related to the Colonia Revolucion water project and authorize the County Auditor to issue a check in the amount of \$18,745.80 plus title policy and closing cost. Funds are available in COLONIAREV12, Sub-Object 9502.

BACKGROUND/DISCUSSION OF TOPIC:

The County of El Paso received grant funds from USDA-Rd to construct first time water service to 80 homes in Colonia Revolucion. Part of the project is to acquire a land to build/construct above ground storage tank. This land is crucial for this project. FAA approved this site for the construction of the tank since it's close to a private airport/runway. An appraisal was conducted by MARS Appraisal Associates a state certified general appraiser license (Tx-1326429-G) on 6/25/2012.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

April 22nd, 2013 item 17. Authorize the County Judge to execute the Unimproved Property Contract for the purchase of 0.43 acres located in Section 19, Block 79, T&PRR Co. Surveys, Township 3, El Paso County, Texas for use as the water tower location for the Colonia Revolucion water project. The purchase price is \$18,745.80 plus closing costs, to be determined. Funds are available in COLONIAREV12, Sub-Object 9502. KK-13-0027

June 4th, 2012 Item 16. "Approve and authorize the County Judge to sign amendment No. 1 to the EJCDC Engineering contract with Parkhill Smith and Cooper for Colonia Revolucion first time water project under KK-11-458 authorizing the consultant to precede with the acquisition requirements .Funds are available under the USDA-RD Grant".

RECOMMENDATION:

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Cygne Nemir

LEGAL REVIEW: KK-2013-0291

LEGAL REVIEW NOTES (If Applicable): Approved as form Submitted

DATE: 6/11/2013

SUBMITTED BY: Ernesto Carrizal III. P.E.. Public Works Director. Public Works (915) 546-2015



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Angel Beltran & Rosalia Beltran (Seller) and County of El Paso (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: 0.43 acres Section 19, Block 79, Township 3, T&PRR Co. Surveys, County of El Paso, Texas, known as described by metes and bounds on Exhibit A (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 gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 18,745.80
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ 0.00
C. Sales Price (Sum of A and B) \$ 18,745.80

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below) N/A

- 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 \$ 200,000 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 \$ 200.00 as earnest money with Lone Star Title, as escrow agent, at 1368 Zaragosa, Ste. J, 915-298-4448 (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 Lone Star Title (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 [initials] and Seller [initials]

- 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) N/A
- (1) Within _____ 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: Constructing an elevated water tank, pump station and utility lines.

Buyer must object the earlier of (i) the Closing Date or (ii) 14 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.

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TREC NO. 9-9

- (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 7B (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;

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TREC NO. 9-9

- (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 ~~June 24~~ June 24 *[Signature]*, 20 13, 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.)

Purchased property must be sold free and clear of any leasehold or other encumbrance.

Buyer shall pay closing costs including escrow fees, recording fees, tax statements or certificates, but not unpaid taxes or other liens against the property, and preparation of the deed will be by buyer.

One (1) 3/4 inch water meter will be allowed for the property located at the intersection of Berryville Street and Pellicano Drive. The stub out will not be installed until Seller has completed his application for service with El Paso Water Utilities and paid all applicable fees. This single service connection / stub-out must be constructed in compliance with the El Paso Water Utilities and El Paso County plans and specifications through a qualified installer.

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 the contract.~~

(b) Seller shall also pay an amount not to exceed \$ 0.00 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

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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. County does not waive immunity to suit, damages, or attorney fees.

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 disbursement 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:

El Paso County Attorney's Office
Attn: Cygne Nemir

500 E. San Antonio, Room 503

El Paso, TX 79901

Telephone: (915) 546-2050

Facsimile: (915) 546-2133

E-mail:

To Seller at:

Angel Beltran

750 Linda Ave.

El Paso, TX 79922

Telephone: (915) 667-0102 or 584-2152

Facsimile: ()

E-mail: angelbeltranjr@sbcglobal.net

- 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 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): _____ |

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TREC NO. 9-9

BROKER INFORMATION

Other Broker Firm	License No.	Listing Broker Firm	License No.
represents <input type="checkbox"/> Buyer only as Buyer's agent <input type="checkbox"/> Seller as Listing Broker's subagent		represents <input type="checkbox"/> Seller and Buyer as an Intermediary <input type="checkbox"/> 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	City	State
Zip		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: (_____) _____

Exhibit A
page 1 of 2

BARRAGAN & ASSOCIATES INC.

Land Planning & Land Surveying

10950 Pellicano Dr. Building "F" El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

METES & BOUNDS DESCRIPTION

DESCRIPTION of a parcel of land, being a portion of Section 19, Block 79, Township 3, T&P R.R. Co. Surveys, an addition to El Paso County, Texas and being more particularly described as follows:

COMMENCING for reference at an existing original McCombs' 2" iron pipe marking the southwest corner for section 19, Block 79, TSP 3, T&P R.R. Co. Surveys, El Paso County, Texas; **THENCE** N 50°12'06" E, a distance of 6735.06 feet to a found ½" rebar with cap "TX. 6085" for the southwesterly corner of a parcel of land being described in Document No. 20070024079, real property records of El Paso County, Texas said rebar also being the **POINT OF BEGINNING** of this parcel;

THENCE, N 02°27'58" E, along the westerly line of said parcel in Document No. 20070024079, a distance of 115.00 feet to a point,

THENCE, S 86°57'14" E, a distance of 140.00 feet to a point;

THENCE, S 02°27'58" W, a distance of 95.00 feet to a point on the northerly line of a 20 foot road and utility easement in volume 368, page 614, real property records of El Paso County, Texas;

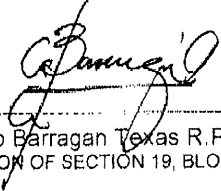
THENCE, S 86°57'14" E, along the northerly line of said 20 foot road and utility easement, a distance of 132.29 feet to a point on the westerly right-of-way of an apparent county road in said Document No. 20070024079;

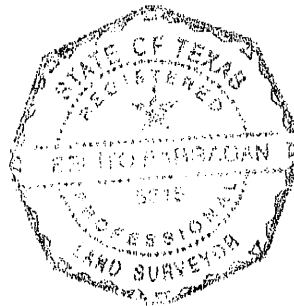
THENCE, S 02°27'57" W, along said westerly right of way of an apparent county road, a distance of 20.00 feet to a found ½" rebar with cap stamped "TX 6085" for the southeasterly corner of said tract in Document No. 20070024079;

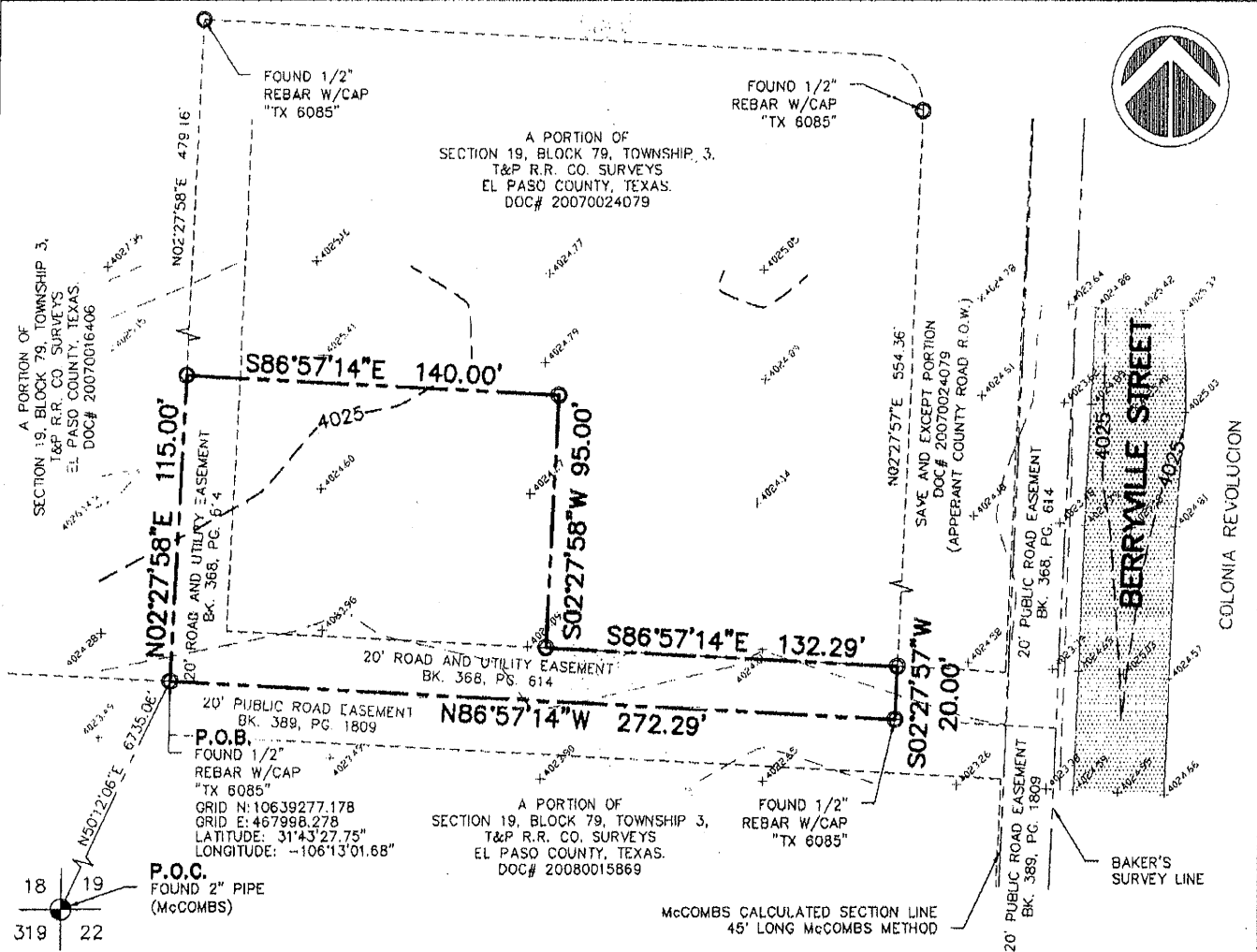
THENCE, N 86 ° 57'14" W, along the southerly line of said tract in Document No. 20070024079, a distance of 272.29 feet to the **POINT OF BEGINNING** of the herein described parcel, said parcel containing 0.43 acres more or less;

NOTES:

1. A Topographic Survey Plat of even date accompanies this description.
2. This property may be subject to easements whether of record or not, (not shown). No additional research was performed by B&A Inc. for any reservations, restrictions, building lines and or easements which may or may not affect subject parcel.
3. Bearings shown are grid bearings derived from RTK observations. Referred to the Texas plane coordinate system (NAD 83) central zone of Texas. Distances are grid distances and may be converted to ground by multiplying by the scale factor 1.000231.
4. This description does not intent to be a subdivision process which may be required by El Paso County Ordinance and it is the client's/owner's responsibility to comply with this ordinance if required.
5. No corners set at this date until approved by client.


Benito Barragan Texas R.P.L.S. 5616, August 28, 2012
PORTION OF SECTION 19, BLOCK 79, TOWNSHIP 3 T&P R.R. CO.





GENERAL NOTES

1. LOCATION OF ALL UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES FOR THE EXACT LOCATION OF UNDERGROUND AND OVERHEAD UTILITIES INCLUDING UTILITIES NOT SHOWN ON PLANS. THE CONTRACTOR SHALL PROTECT ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND ANY UTILITIES NOT SHOWN THIS PLAN DURING CONSTRUCTION. THE CONTRACTOR WILL PERFORM ALL UTILITY INSTALLATION. REMOVAL AND RELOCATION'S AS PER LOCAL UTILITY CONSTRUCTION SPECIFICATIONS.
2. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, CONDITIONS, AND ELEVATIONS ON SITE AND SHALL CONTACT THE DESIGN ENGINEER AND REPORT ANY DISCREPANCIES, OMISSIONS AND/OR ERRORS ON PLANS PRIOR TO COMMENCING WORK.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE EL PASO COUNTY STANDARD SPECIFICATIONS AND DETAILS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITTING NECESSARY FOR EARTHWORK OPERATIONS.
5. CONTRACTOR SHALL COORDINATE RELOCATION OF ALL EXISTING UTILITIES AND MANHOLE WITH RESPECTIVE UTILITY COMPANIES.
6. CONTRACTOR SHALL PERFORM ALL EARTHWORK REQUIREMENTS AS PER GEOTECHNICAL STUDY REPORT.
7. BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS. REFERRED TO THE TEXAS PLANE COORDINATE SYSTEM (NAD 83) CENTRAL ZONE OF TEXAS. DISTANCES ARE GRID DISTANCE AND MAY BE CONVERTED TO GROUND BY MULTIPLYING BY THE SCALE FACTOR 1.000231.
8. BENCHMARK: M.G.S. BRASS CAP IN CULVERT "A, 1073 1956"
9. THESE NAVD 88 ELEVATIONS ARE DERIVED FROM APPLICATION OF THE GEOID 2003 MODEL TO RTK CO-OP ELLIPSOID HEIGHTS.
10. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT, (NOT SHOWN).
11. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEY ARE LOCATED AS ACCURATE AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
12. NOT A BOUNDARY SURVEY.
13. THIS PLAT DOES NOT INTEND TO BE A SUBDIVISION PROCESS WHICH MAY BE REQUIRED BY CITY OF EL PASO ORDINANCE, AND IT IS THE CLIENT'S/OWNER'S RESPONSIBILITY TO COMPLY WITH THIS ORDINANCE IF IT IS REQUIRED.
14. A WRITTEN DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

REVISED DATE: 8-28-12

Barragan & Associates Inc.
LAND PLANNING & SURVEYING
10950 Pellicano Dr. Building-F,
El Paso, Tx 79935
Phone (915) 591-5709 Fax (915) 591-5706

Topographic Survey

BEING A PORTION
OF SECTION 19, BLOCK 79,
TOWNSHIP 3, T&P R.R. CO. SURVEYS
EL PASO COUNTY, TEXAS.
AREA 0.43 ACRES ±

Plat Reference Vol/Bk N/A Pages N/A
Scale: 1" = 60' Date: 05-04-12 Drawn By: RV/AD

PREPARED BY AND UNDER
THE SUPERVISION OF

BENITO BARRAGAN
TX REG. NO. 5615

Job No. 120430-12 Copy Rights ©

- 23. TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$_____ (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 _____ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer falls 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: Cygne Nemir

El Paso County Attorney's Office

Telephone: (915) 546-2050

Facsimile: (915) 533-5628

E-mail: cygne.nemir@epcounty.com

Seller's
Attorney is: Taffy Bagley
201 E. Main Suite 1501
EL PASO, TEXAS 79901

Telephone: 915543-6700

Facsimile: 915543-6720

E-mail: taffy@bagleytx.com

EXECUTED the 28 day of May, 2013 (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

EL PASO COUNTY, TEXAS

BY: _____
Buyer El Paso County Judge
Nemir
Buyer

Bagley
Seller
Beltran
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) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-9. This form replaces TREC NO. 9-7.

PURCHASER'S STATEMENT

DATE: June 28, 2013

GF NO.: 1113001657

SALE FROM: Angel Beltran and Rosalia Beltran
750 Linda Avenue
El Paso, TX 79922

TO: County of El Paso
500 E. San Antonio Ave., Room #503
El Paso, TX 79901

PROPERTY: T&P RAILROAD RESERVATION, Block 79, EL PASO County, TX

PURCHASE PRICE.....**\$18,745.80**

PLUS: CHARGES

50% of Title Premium.....

OTHER TITLE CHARGES**\$40.00**

Recording Fees.....**\$40.00**

OTHER SETTLEMENT CHARGES**\$38.31**

State of Texas Policy Guaranty Fee to Texas Title Insurance**\$2.00**

Guaranty Association.....

Tax Certificate to Data Trace.....**\$36.31**

Escrow Fee to Taffy Bagley, P.C.....**\$570.00**

TOTAL CHARGES.....**\$648.31**

GROSS AMOUNT DUE BY PURCHASER.....**\$19,394.11**

LESS: CREDITS

City Property Taxes From 1/1/2013 thru 6/28/2013**\$295.17**

TOTAL CREDITS.....**\$295.17**

BALANCE DUE by PURCHASER.....**\$19,098.94**

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement.

Purchaser understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Lawyers Title of El Paso to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

County of El Paso

Closing or Escrow Agent
Taffy D. Bagley

By

Lawyers Title of El Paso
201 E. Main Dr., Suite 1502
El Paso, TX 79901