

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

DEPARTMENT: Planning & Inspections Department

AGENDA DATE: January 8, 2019

CONTACT PERSON/PHONE: Philip F. Etiwe, (915) 212-1553
Harrison Plourde, (915) 212-1584

DISTRICT(S) AFFECTED: 5

SUBJECT:

A resolution authorizing the City Manager to sign an Annexation Agreement between the City and El Paso County for 4.9706 acres of real property located south of Cozy Cove Avenue and east of Shreya Streets, which will specify the terms and conditions in which the property will be annexed should the City annex the property, and directing the deputy director of Planning to prepare an annexation service plan in accordance with Section 43.056 of the Texas Local Government Code.

SUAX17-00002 (Adjacent to District 5)

BACKGROUND / DISCUSSION:

See CPC staff report attached.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

City Plan Commission (CPC) – Recommended approval on August 23, 2018

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: Philip F. Etiwe, Director
Planning & Inspections Department



APPROVED FOR AGENDA:

CITY MANAGER: _____ DATE: _____

RESOLUTION

WHEREAS, the County of El Paso (hereinafter referred to as “Property Owner”), wish to annex 4.9706 acres of real property described in **Exhibit “A”** and **Exhibit “B”** which are attached and incorporated for all purposes; and,

WHEREAS, the Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and

WHEREAS, Property Owner desires that the Property be annexed to the City in order to provide adequate and efficient improvements and facilities; and

WHEREAS, (hereinafter referred to as “Developer”), has agreed to be responsible for all costs relating to annexation and right-of-way improvements as described herein; and

WHEREAS, Property Owner will not be responsible for any of the costs of annexation or right-of-way improvements as described herein; and

WHEREAS, Property Owner and Developer, after full consideration, accept the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the annexation and development of the Property; and,

WHEREAS, the City, after due and careful consideration, has concluded that should the City decide to annex the Property the annexation should be under the terms and conditions hereinafter set forth and that such terms and conditions are in the best interest of the City to protect and provide for the public health, safety, morals and general welfare.

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

That the City Manager or his Designee is authorized to sign an Annexation Agreement between the City and El Paso County, for 4.9706 acres of real property located south of Cozy Cove Avenue and east of Shreya Street, which will specify the terms and conditions in which the property will be annexed should the City annex the property. Furthermore, that the City Manager or his Designee is authorized to provide any and all notices required under law in order to annex this property.

That the Deputy Director of Planning is hereby directed to prepare an annexation service plan in accordance with Section 43.056 of the Local Government Code.

APPROVED this _____ day of _____, 2019.

THE CITY OF EL PASO

Dee Margo, Mayor

(SIGNATURES ON THE FOLLOWING PAGE)

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe
Planning & Inspections Department

Being the West ½ of the Northwest ¼ of the
Northwest ¼ of the Northwest 1/4 of
Block 79, Township 3, Section 3,
Texas and Pacific Railway Company Surveys
El Paso County, Texas

EXHIBIT "A"

December 15, 2016

METES AND BOUNDS DESCRIPTION

Exhibit "A"

FIELD NOTE DESCRIPTION of the West ½ of the Northwest ¼ of the Northwest ¼ of the Northwest 1/4 of Block 79, Township 3, Section 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found nail at the northwest Section Corner of Section 3, same being the northeast corner of Sun Ridge Subdivision Unit Fifteen and the southerly boundary line of Ventanas Subdivision Unit One and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said Section Corner of Section 3 and the northeast corner of Sun Ridge Subdivision Unit Fifteen and along the southerly boundary line of Ventanas Subdivision Unit One, North 90° 00' 00" East, a distance of 332.13 feet to a found iron rod for corner;

THENCE, leaving said southerly boundary line of Ventanas Subdivision Unit One, South 00° 33' 12" East, a distance of 651.95 feet to a set iron rod for corner;

THENCE, North 90° 00' 00" West, a distance of 332.13 feet to a set nail for corner;

THENCE, North 00° 33' 12" West, a distance of 651.95 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 216,522.06 square feet or 4.9706 Acres of land more or less.

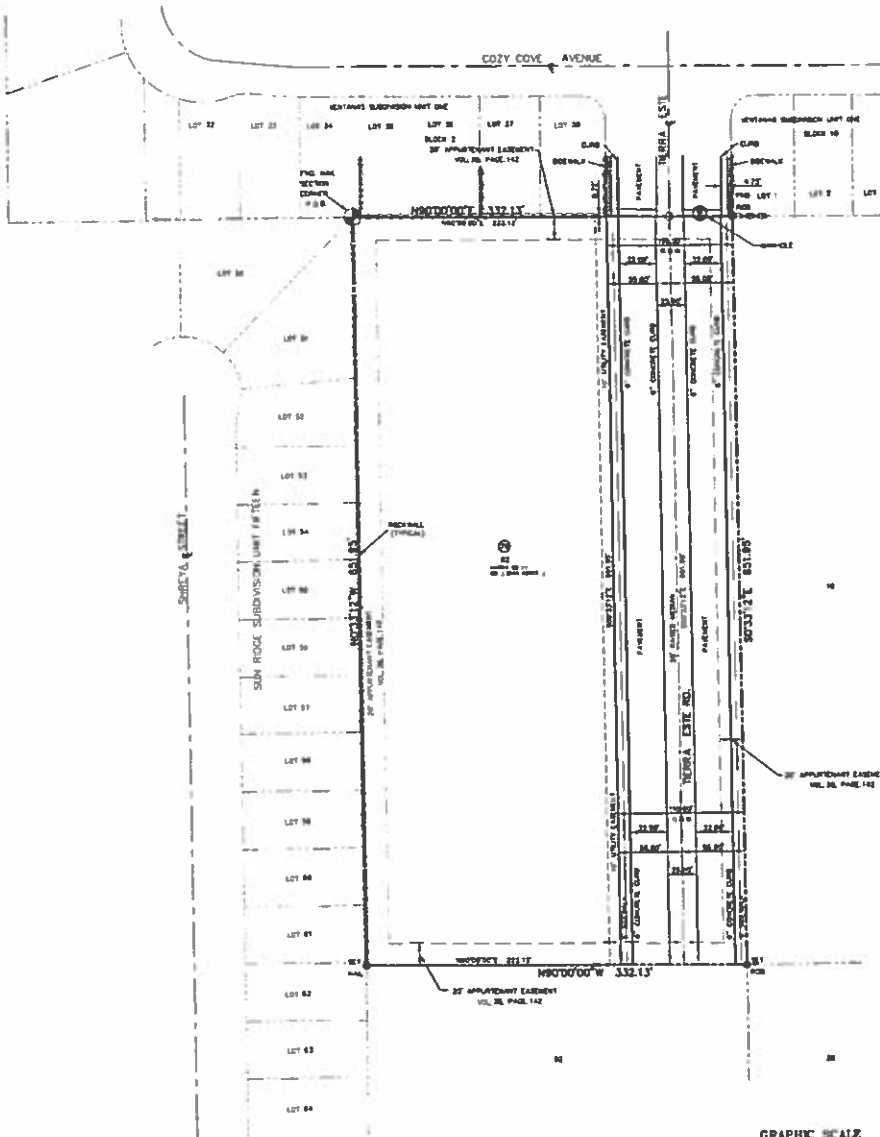
Carlos M. Jimenez
Registered Professional Land Surveyor
Texas No. 3950

CAD CONSULTING COMPANY.
1790 Lee Trevino Suite #503
El Paso, Texas 79936
(915) 633-6422
J:\M&B\2016\16-2799.wpd

18-1007-2154 | 756065

LAS TIERRAS CHURCH

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE
NORTHWEST 1/4 OF THE NORTHWEST 1/4, BLOCK
79, TOWNSHIP 3, SECTION 3
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS
EL PASO COUNTY, TEXAS.
CONTAINING 4.9706 ACRES±



SCHOOL DISTRICT
SECURE INDEPENDENT SCHOOL DISTRICT
12448 BLOTT DRIVE, EL PASO, TX 79908

TOTAL LOTS = 7

LEGEND

--- SUBDIVISION BOUNDARY LINE	PROPOSED SEWER
--- STREET RIGHT OF WAY	PROPOSED SEWER BELLY AND COLLECTION BOX (LINES)
--- TOP OF CURB	--- MANHOLE FLOW
--- SIDEWALK	--- PROPOSED RILEY
--- PROPERTY LINE	--- PROPOSED STORM SEWER
--- STREET CENTERLINE	--- EXISTING MANHOLE
1 (1) LOT AND BLOCK NUMBER	--- EXISTING MANHOLE
--- EXISTING GRADE CONTOUR LINES	--- WATER CONCENTRATION POINT
--- SECTION CORNER	--- PROPOSED SEWER SHAFT
--- EXISTING RIGHT OF WAY	--- PROPOSED TRUNK SEWER
--- EXISTING TOP OF CURB	

METS AND BOUNDS DESCRIPTION
[PAGE 1A]

FIELD NOTE DESCRIPTION of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Block 79, Township 3, Section 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING FOR REFERENCE as is found out at the northwest Section Corner of Section 3, same being the northeast corner of Sun Ridge Subdivision Unit Fifteen and the southerly boundary line of Vantage Subdivision Unit One and the POINT OF BEGINNING of the herein described parcel.

THENCE, leaving said Section Corner of Section 3 and the northeast corner of Sun Ridge Subdivision Unit Fifteen and along the southerly boundary line of Vantage Subdivision Unit One, North 00° 00' East, a distance of 332.13 feet to a hard iron rod for corner;

THENCE, leaving said southerly boundary line of Vantage Subdivision Unit One, South 00° 15' 12" East, a distance of 851.95 feet to a set iron rod for corner;

THENCE, North 90° 00' West, a distance of 332.13 feet to a set iron rod for corner;

THENCE, North 00° 15' 12" West, a distance of 851.95 feet to the POINT OF BEGINNING of the herein described parcel and containing 216,322.08 square feet or 4.9706 Acres of land more or less.

ceca
CONSULTING ENGINEERING AND ARCHITECTURE
4702 Marmon Drive, Suite 110, El Paso, TX 79908
943-843333 | www.ceca.com

SECURITY
CONSULTING COMPANY
1790 N. LEE TREVIÑO DR. SUITE 503
EL PASO, TEXAS 79936
TEL (915) 633-6422
CONTACT: CARLOS JIMENEZ, R.P.L.S.

DATE OF COMPLETION: SEPTEMBER 2017

5806621751212001-01

EXHIBIT "B"

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ANNEXATION AGREEMENT
SUAX17-00002

THIS AGREEMENT made and entered into this ____ day of _____ 2019, by and between the City of El Paso, Texas, a Municipal Corporation, of the County of El Paso in the State of Texas (hereinafter referred to as "City"), and Las Tierras Community Church (hereinafter referred to as "Owner");

WHEREAS, Owner is the owner-of-record of 4.9706 acres of real property described in Exhibit "A" and Exhibit "B" that is attached to this annexation agreement (which real property is hereinafter referred to as "Property"), and which Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and,

WHEREAS, Owner desires that the Property be annexed to the City in order to provide adequate and efficient improvements and facilities; and

WHEREAS, Owner, after full consideration, accepts the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the annexation of the Property; and,

WHEREAS, the City, after due and careful consideration, has concluded that should the City decide to annex the Property the annexation should be under the terms and conditions hereinafter set forth and that such terms and conditions are in the best interest of the City to protect and provide for the public health, safety, morals and general welfare.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

One: Should the City annex the Property such annexation will be in accordance with the terms and conditions of this Agreement. This Agreement shall be an exhibit to the ordinance which annexes the property and shall be incorporated for all purposes. It is understood by the Owner that there are significant costs to the City associated with the annexation of Property into the City and of paramount consideration for the City in entering into this Agreement is that the Owner participate in the municipal infrastructure costs and costs for providing municipal services as required in this Agreement.

Two: Owner hereby agrees that the development of the Property shall be in accordance with the rules and regulations of the City, including Public Service Board Regulations, and subject to the application and payment of all necessary application and permit fees except as otherwise provided below in Section Three and Section Four of this Agreement. It is understood by the Owner that the requirements specified below and specified in Section Three of this Agreement are in addition to the requirements specified in the City of El Paso City Code, City ordinances, City rules and regulations, and the Rules and Regulations of El Paso Water-Public Service Board, and Owner agrees to comply with the additional requirements. Owner agrees to develop the Property in accordance with the following additional conditions:

1. No off premise signs shall exist on the Property at the time of annexation.

2. The Owner, at its sole expense, shall dedicate and improve right-of-way to current standards in Title 19 and the City’s Design Standards for Construction (DSC) to extend Tierra Este Road as a Minor Arterial roadway. The Owner shall not be entitled to any costs or expense for construction of the road to include but not limited to request for overwidth payment reimbursement.
3. The Owner shall construct a temporary turnaround at the southern edge of the extension of Tierra Este Road unless the Owner provides a median opening to allow for vehicles to safely make a turnaround.
4. The Owner, at its sole expense, shall construct buffered bike lanes on Tierra Este Road, as recommended in the City of El Paso Comprehensive Bike Plan.
5. Owner understands that a Traffic Impact Analysis (TIA) is required in accordance with Title 19 at the time of platting, and by Title 20 at the time of zoning if the property is rezoned to a more intense use or to a use that has the potential to increase the traffic impact on the adjacent traffic infrastructure. Owner agrees to be responsible for constructing or contributing to the cost of construction of the traffic mitigation signalization and traffic calming devices (“Improvements”) which the TIA indicates are necessary, attributable and proportional (the Owner’s proportionate share) to the development of the Property.
6. The Owner shall reimburse the City for all costs incurred by the City to complete the public notification procedures required by applicable sections of Title 2, Subtitle C, Chapter 43 of the Texas Local Government Code.
7. An annexation fee of \$820 per dwelling unit shall be assessed at the time of plat recordation.

Three: Owner hereby agrees that within 180 days of the passage of the ordinance annexing Property, Owner shall apply for a subdivision plat in accordance with the procedures of Title 19 (Subdivisions) of the Code.

Four: In addition to any other fees and charges required by the El Paso Water-Public Service Board Rules and Regulations, Owner agrees to pay water and wastewater Impact Fees in accordance with the City of El Paso’s Ordinance #017113 and the El Paso Water-Public Service Board Rules and Regulations No. 16.

<i>Meter Size</i>	<i>Meter Capacity Ratio</i>	<i>(in Dollars \$)</i>	<i>(in Dollars \$)</i>
		<i>Water</i>	<i>Wastewater</i>
<i>Less than 1"</i>	<i>1.00</i>	<i>697.00</i>	<i>920.00</i>
<i>1"</i>	<i>1.67</i>	<i>1,163.00</i>	<i>1,537.00</i>
<i>1½"</i>	<i>3.33</i>	<i>2,321.00</i>	<i>3,065.00</i>
<i>2"</i>	<i>5.33</i>	<i>3,714.00</i>	<i>4,905.00</i>
<i>3"</i>	<i>10.00</i>	<i>6,968.00</i>	<i>9,203.00</i>
<i>4"</i>	<i>16.67</i>	<i>11,615.00</i>	<i>15,341.00</i>
<i>6"</i>	<i>33.33</i>	<i>23,223.00</i>	<i>30,672.00</i>
<i>8"</i>	<i>53.33</i>	<i>37,158.00</i>	<i>49,077.00</i>
<i>10"</i>	<i>76.67</i>	<i>40,046.00</i>	<i>52,196.00</i>
<i>12"</i>	<i>143.33</i>	<i>74,899.00</i>	<i>98,924.00</i>

***Fees do not apply to water meter connections made for standby fire protection service**

Impact fees will be assessed and collected by El Paso Water (EPW) after receipt of an application for water and sanitary sewer services. Existing water and wastewater connections are not subject to these fees.

The Owner is responsible for the cost and the installation of any on-site or off-site water and sewer mains to serve the property that are not part of the EPW's Impact Fee Capital Improvement Program.

Five: Owner shall provide the City with one (1) Mylar and three (3) paper prints of a current aerial map of the Property depicting the condition of the Property at the time of annexation to the City. Such aerial, and any other evidence necessary to demonstrate the existence of any non-conforming lot, use or structure on the Property at the time of annexation, shall be provided by the Owner within thirty (30) days from passage of the ordinance annexing Property to the City. The aerial and other evidence shall be submitted to the Zoning Administrator in the Planning & Inspections Department of the City for validation of such non-conforming lot, use, or structure within the Property.

Notice: Any formal notice or other communication ("Notice") required to be given by one party to the other under this Agreement shall be given in writing, addressed to the Party to be notified at the address set forth below, by (i) delivering the same in person, (ii) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, (iii) depositing the same with Federal Express or with another nationally recognized courier service guaranteeing "next day delivery," or (iv) sending the same by telefax with confirming copy sent by certified or registered mail. For the purpose of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

- (1) CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79901-1890

Copy to: City Clerk
Same Address as above
- (2) El Paso Water-Public Service Board
Attn: President/CEO
1154 Hawkins Boulevard
El Paso, TX 79925
- (3) OWNER: Las Tierras Community Church
3664 Tierra Calida Drive
El Paso, Texas 79938

Copy to: CEA Group
4712 Woodrow Bean Drive, Suite F
El Paso, Texas 79924

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. If any date or any period provided in this agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

Successors and Assigns: This Agreement is a restriction, condition and covenant running with the Property and a charge and servitude thereon, and shall be binding upon and inure to the benefit of the parties hereto, and their heirs, successors and assigns of all or any part of the Property. Any future conveyance of the Property shall contain the restrictions, conditions and covenants and shall embody this Agreement by express reference; provided, however, this Agreement shall not be binding on, and shall not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land-use regulations that may apply to a specific lot.

Remedies: This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the restrictions, conditions and covenants herein contained. In the event a Party (the "Defaulting Party") commits a breach of this Agreement, the other Party (the "Non-Defaulting Party"), shall, prior to bringing suit or pursuing any other remedy, provide written notice of such breach to the Defaulting Party. Following receipt of such notice, the Defaulting Party shall have thirty (30) days within which to cure the breach. If the breach cannot be cured within such thirty- (30-) day period, the Defaulting Party shall commence to cure such breach within said period and thereafter diligently continue such cure to completion. In the event the Defaulting Party fails to cure the breach within said period, then the Non-Defaulting Party may pursue any remedy provided at law or in equity.

Force Majeure: In the event that any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving of notice and the full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other incapacities of either Party, whether similar to those enumerated or otherwise, and not within the reasonable control of the Party claiming such inability.

Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, provided that any invalid provisions are not deemed by the City or the Owner to be material to the overall purpose and operation of this Agreement. If the City or Owner determines that the invalid provision is material, then, if the City has made such determination, the City shall have the option to disannex the Property. If the

Owner has made such determination, the Owner shall have the option to terminate this Agreement. Such judgment or decree shall relieve the City and the Owner from performance under such invalid provision of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in El Paso County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

No Third-Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

Waiver: Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Reservation of Rights: to the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Further Documents: Each Party agrees that at any time after execution of this Agreement, it will upon request of the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effect the terms of this Agreement.

Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Effect of State and Federal Laws: Notwithstanding any other provisions of this Agreement, each Party in carrying out the terms of this Agreement shall comply with all applicable State and Federal laws.

Headings: The headings as to contents of particular articles or sections herein are inserted only for convenience, and they are in no way to be construed as a limitation on the scope of the particular articles or sections to which they refer.

Ambiguities: In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party on the basis that such Party did or did not author the same.

Counterparts: It is understood and agreed that this Agreement may be executed in any number of counterparts, each which shall be deemed an original for all purposes.

Authority for Execution: Each Party hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

APPROVED on this _____ day of _____, ^{2019 RTA} 2018.

THE CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

APPROVED AS TO FORM:



General Counsel, Lee Ann B. Koehler

**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**



John Balliew, President/CEO

ACKNOWLEDGMENT AND ACCEPTANCE ON FOLLOWING PAGE

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, ^{2019 RTA}~~2018~~,
by Tomás González, as City Manager of the City of El Paso, Texas

Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 16th day of November, 2018, by,
John Balliew, as President/CEO of the El Paso Water-Public Service Board.

Lucy Calderon

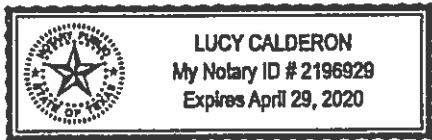
Notary Public, State of Texas

LUCY CALDERON

Notary's Printed or Typed Name

4-29-20

My Commission Expires:



(ACCEPTANCE ON FOLLOWING PAGE)

CITY CLERK DEPT
2019 JAN 2 AM 10:08

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 31
day of OCTOBER, 2018.

Owner(s): Las Tierras Community Church

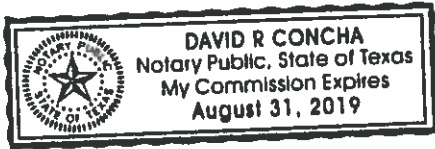
By: [Signature]

Title: Trustee / Project Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 31 day of OCT, 2018, by
JOSE LUIS DURAN, as TRUSTEE / PM of Las Tierras Community Church.



[Signature]
Notary Public, State of Texas

DAVID R CONCHA
Notary's Printed or Typed Name

8/31/19
My Commission Expires:

Exhibit "A"
Metes and Bounds Description

Being the West ½ of the Northwest ¼ of the
Northwest ¼ of the Northwest ¼ of
Block 79, Township 3, Section 3,
Texas and Pacific Railway Company Surveys
El Paso County, Texas

December 15, 2016

METES AND BOUNDS DESCRIPTION
Exhibit "A"

FIELD NOTE DESCRIPTION of the West ½ of the Northwest ¼ of the Northwest ¼ of the
Northwest ¼ of Block 79, Township 3, Section 3, Texas and Pacific Railway Company
Surveys, El Paso County, Texas and being more particularly described by metes and bounds as
follows:

COMMENCING FOR REFERENCE at a found nail at the northwest Section Corner of Section
3, same being the northeast corner of Sun Ridge Subdivision Unit Fifteen and the southerly
boundary line of Ventanas Subdivision Unit One and the **POINT OF BEGINNING** of the herein
described parcel;

THENCE, leaving said Section Corner of Section 3 and the northeast corner of Sun Ridge
Subdivision Unit Fifteen and along the southerly boundary line of Ventanas Subdivision
Unit One, North 90° 00' 00" East, a distance of 332.13 feet to a found iron rod for corner;

THENCE, leaving said southerly boundary line of Ventanas Subdivision Unit One, South
00° 33' 12" East, a distance of 651.95 feet to a set iron rod for corner;

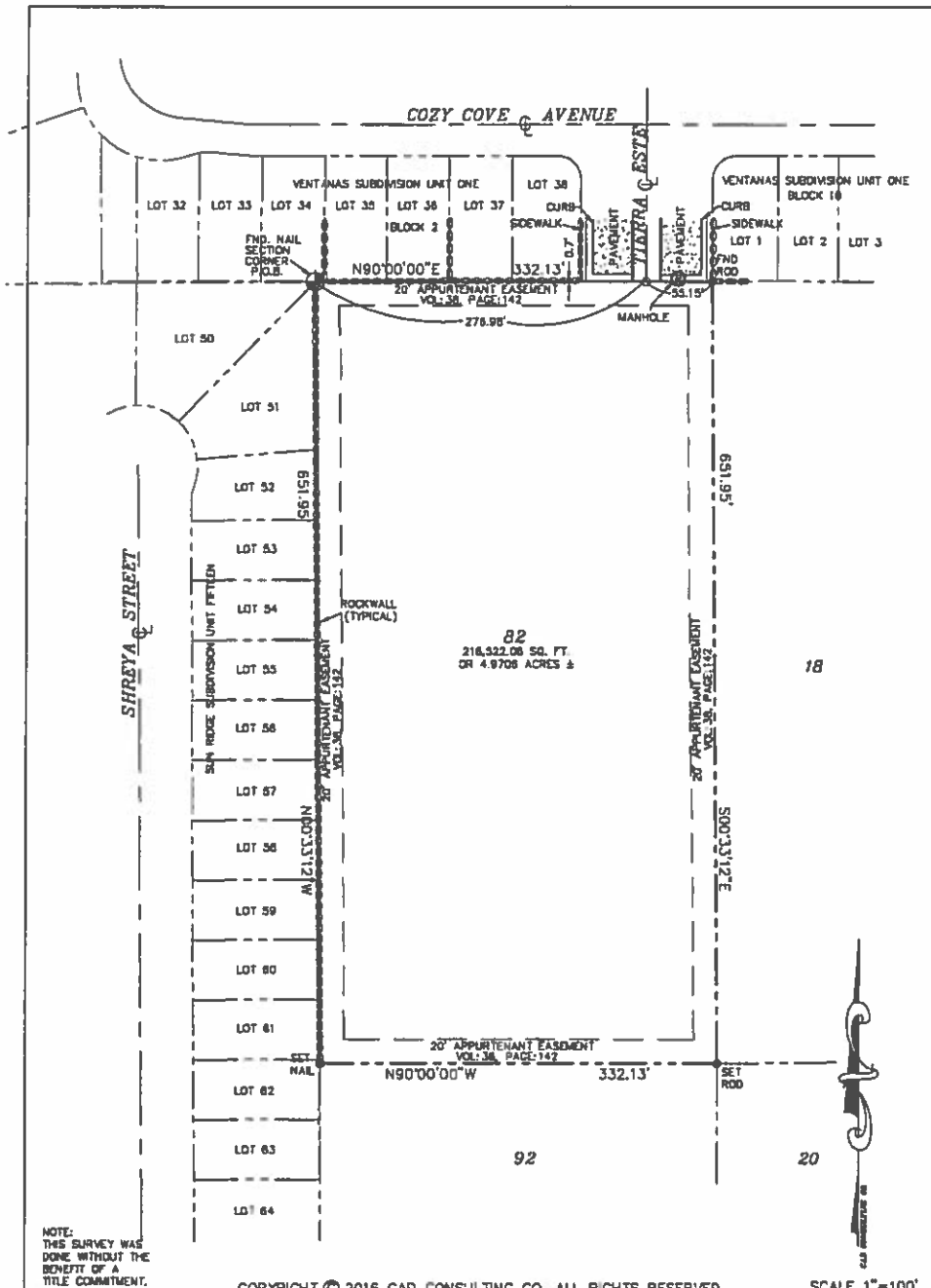
THENCE, North 90° 00' 00" West, a distance of 332.13 feet to a set nail for corner;

THENCE, North 00° 33' 12" West, a distance of 651.95 feet to the **POINT OF
BEGINNING** of the herein described parcel and containing 216,522.06 square feet or 4.9706
Acres of land more or less.

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

CAD CONSULTING COMPANY
1790 Lee Trevino Suite #503
El Paso, Texas 79936
(915) 633-6422
J:\M&B\2016\16-2799.wpd

Exhibit "B" Survey Map





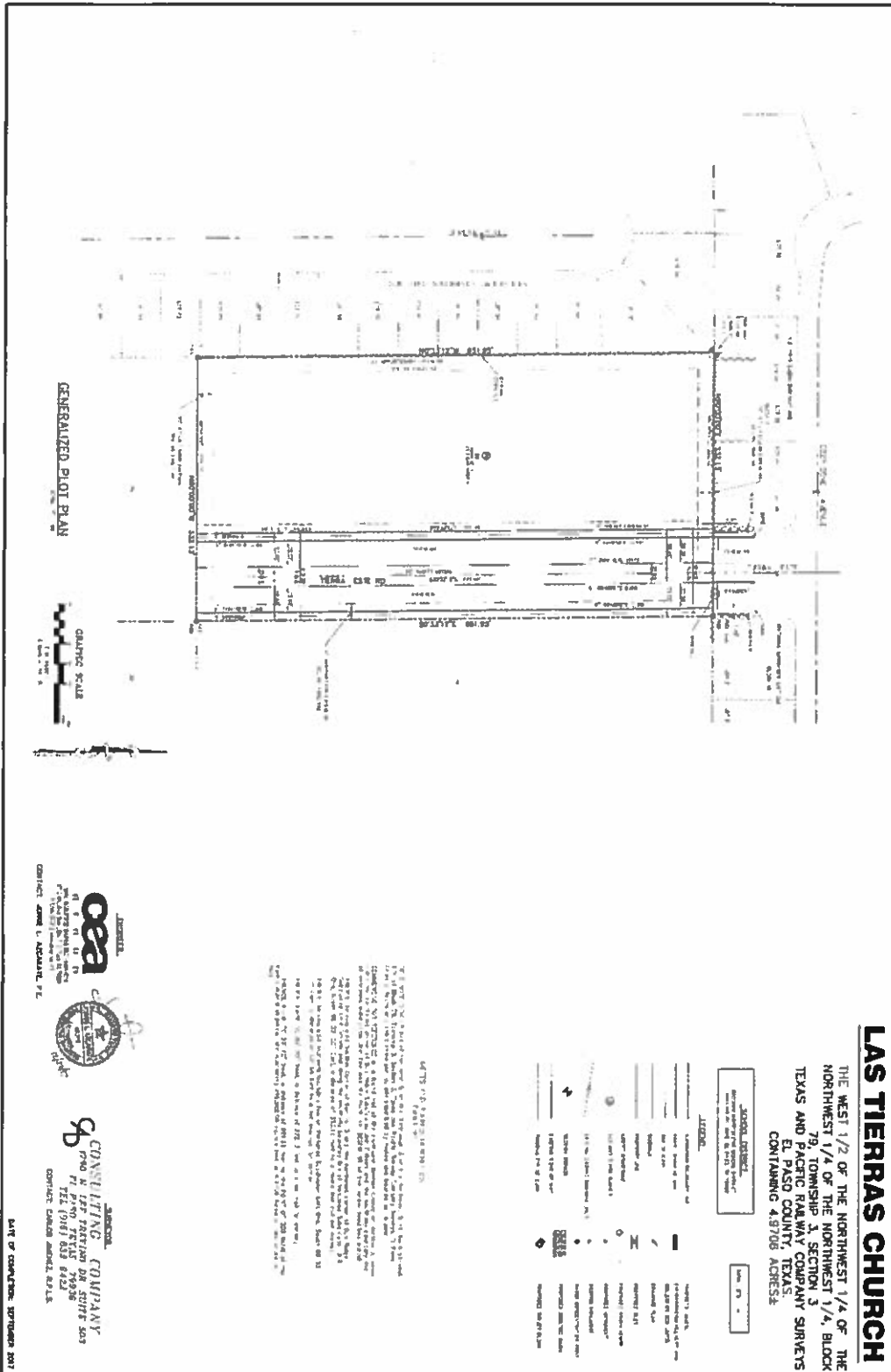
<p>CERTIFICATION</p>  <p>CARLOS M. R.P.L.S. No. 3960</p>	JOB # 16-2799 DATE: 12-15-16 FIELD: JM OFFICE: EA FILE: NET:\ENRIQUE\2016\16-2799
	LOCATED IN ZONE x PANEL # 480212-0125-8 DATED 09-04-81
	RECORDED IN VOLUME N/A PAGE N/A. REAL PROPERTY RECORDS, EL PASO COUNTY, TX
THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, BLOCK 78, TOWNSHIP 3, SECTION 3 TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS (SEE EXHIBIT "A") EL PASO COUNTY, TEXAS	
 CONSULTING COMPANY 1790 LEE TREVINO DRIVE SUITE 503 EL PASO, TEXAS 79936 (915) 633-6422	

Exhibit "C" Generalized Plot Plan



MEMORANDUM

DATE: January 2, 2019

TO: The Honorable Mayor and City Council
Tommy Gonzalez, City Manager

FROM: Harrison Plourde, Senior Planner

SUBJECT: SUAX17-00002 Las Tierras Community Church Annexation Agreement

The proposed Cuesta Del Sol Annexation agreement was scheduled for the City Plan Commission (CPC) on August 23, 2018. The CPC recommended **approval** of the proposed annexation agreement.

The recommendation is based on the determination that the proposed annexation is in the best interest, health, safety and welfare of the public in general; and will have no effect on the natural environment, social economic conditions, and property values in the vicinity and the city as a whole.

Applicant: Las Tierras Community Church

Attachments: CPC Staff Report

Las Tierras Community Church

City of El Paso — City Plan Commission — 8/23/2018

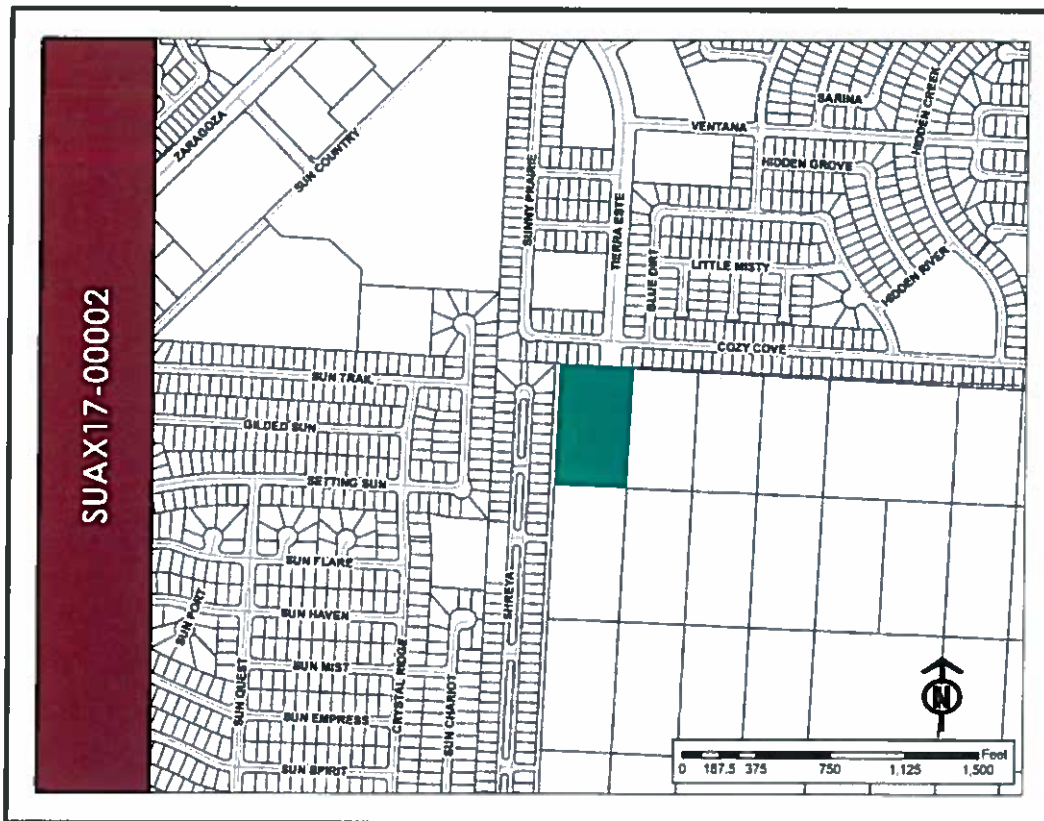
SUAX17-00002 — Annexation Agreement



STAFF CONTACT: Harrison Plourde, (915) 212-1584, PlourdeHT@elpasotexas.gov
OWNER: Las Tierras Community Church
REPRESENTATIVE: CEA Group
LOCATION: East of Shreya Street and South of Cozy Cove Avenue
LEGAL DESCRIPTION: West ½ of the Northwest ¼ of the Northwest ¼ of the Northwest ¼ of Block 79, Township 3, Section 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas
ACREAGE: 4.9706 acres
REQUEST: Annexation of one parcel
RELATED APPLICATIONS: See Page 5
STAFF RECOMMENDATION: Approval

SUMMARY OF REQUEST: The applicant requests the City annex a parcel of land located in the City's Extraterritorial Jurisdiction (ETJ) to develop one lot for a church and associated facilities, and to extend Tierra Este Road south from its present southern terminus.

SUMMARY OF RECOMMENDATION: The Planning Division recommends **APPROVAL** of the Annexation Agreement (see Attachment 6), as the subject property meets the minimum requirements and additional review requirements described in the City's Annexation Policy.



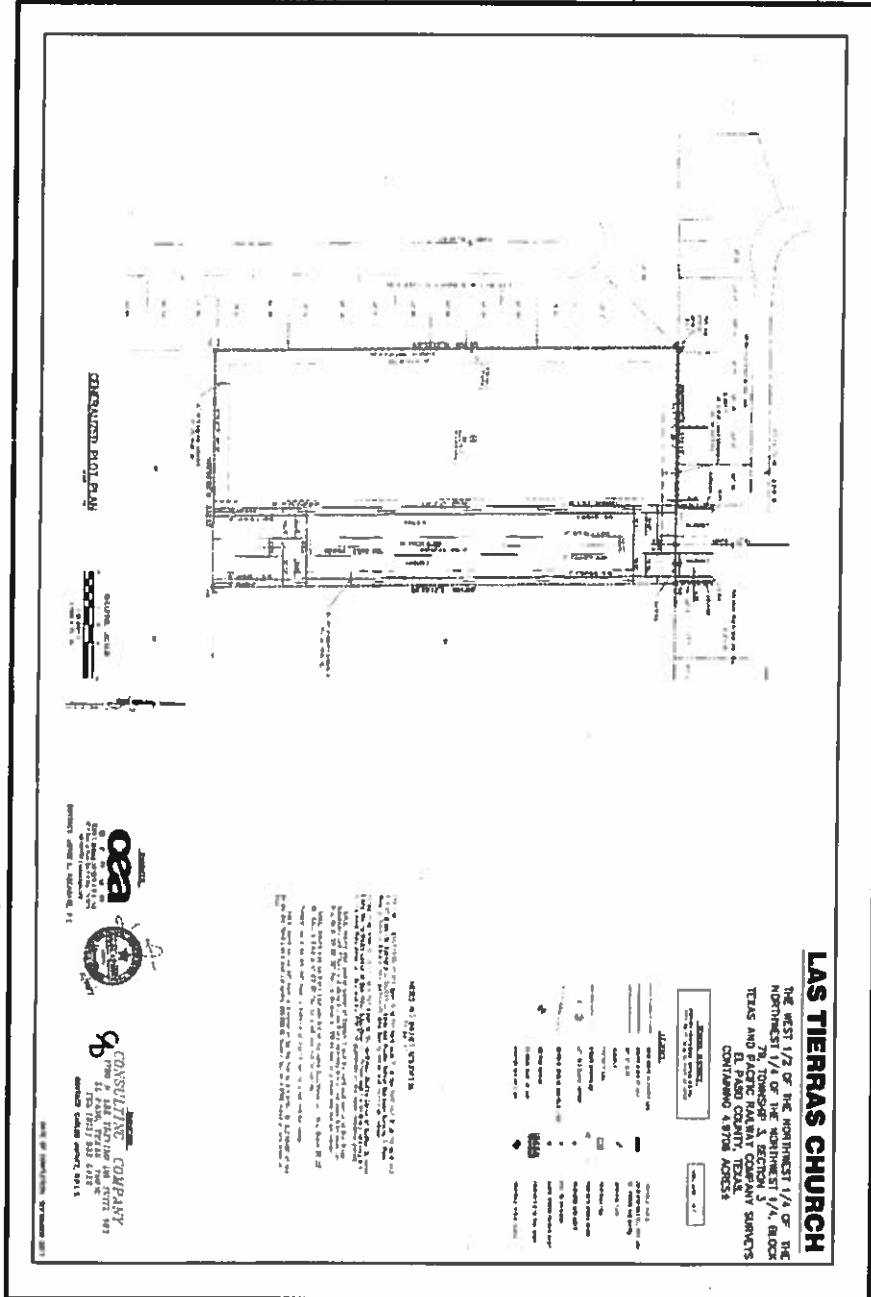
Location of Proposed Annexation

DESCRIPTION OF REQUEST

The annexation request covers one parcel, to be developed as a church with associated facilities, and the extension of Tierra Este Road south from its present southern terminus. If annexed, the property must be platted prior to the commencement of development.

The Commission must determine the following:

1. Will the annexation protect the best interest, health, safety and welfare of the public in general?
2. What is the relation of the proposed change to the City's Comprehensive Plan?
3. What effect will the annexation have upon the natural environment, social and economic conditions, and property values in the vicinity and in the City as a whole?



Generalized Plot Plan

CONSISTENCY WITH THE CITY'S COMPREHENSIVE PLAN

PLAN EL PASO GOALS & POLICIES	DOES IT COMPLY?
<p>O-6 — Potential Annexation This sector applies to potentially developable land that is not needed for urban expansion at this time but is available if expansion is needed. Land can be redesignated from O-6 to a growth sector through a formal amendment to the Future Land Use Map.</p>	<p>The subject parcel is designated O-6 on the Future Land Use map. <i>Plan El Paso</i> recommends the modification of City regulations to create conditions through which O-6 designated land would not be needed for residential demand before 2035. It is not anticipated that the subject property will be developed for residential uses.</p>
<p>Policy 1.5.1: The City strongly recommends that further outward expansion take the form of complete new neighborhoods that have characteristics of El Paso's most revered older neighborhoods. This policy applies to future development in the O-6 "Potential Annexation" and O-7 "Urban Expansion" open-space sectors on the Future Land Use Map.</p>	<p>Due to the required extension of Tierra Este Road, only 3.3 acres of developable land are included in the annexation request. The development of a "complete" neighborhood in such a small parcel is not realistic, and therefore this policy is not applicable.</p>

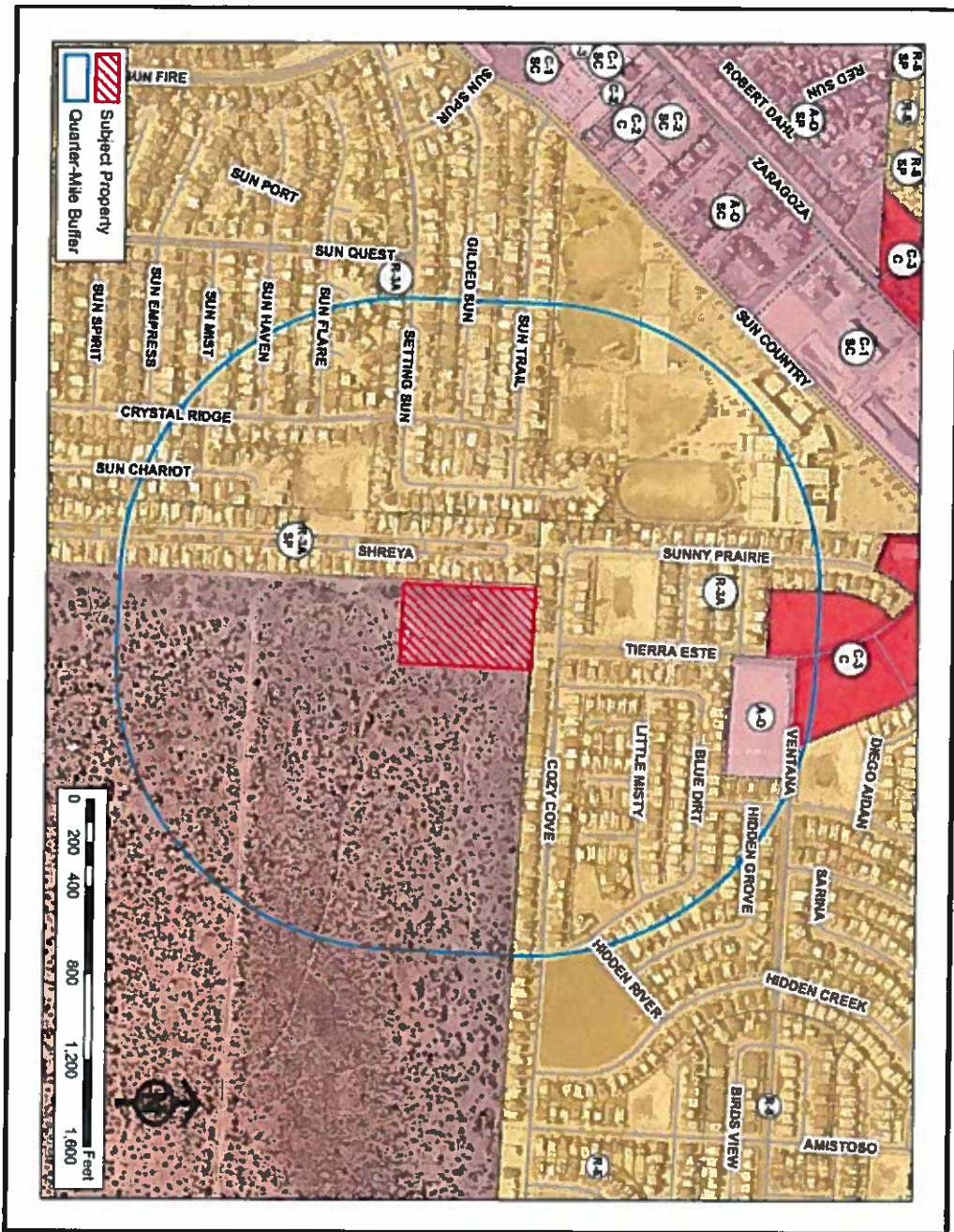
CONSISTENCY WITH THE CITY'S ANNEXATION POLICY

Adopted in September 2009, the City's annexation policy states that proposed annexations are subject to review requirements, including:

"The extent to which the general development plan incorporates Smart Growth principles, most essentially incorporating or promoting a mixture of land uses where appropriate, an interconnected network of streets, and transit alternatives to the automobile."

As a condition of annexation, the City is requiring the extension of Tierra Este Road as a Minor Arterial roadway, meeting the standard required by the Design Standards for Construction. The thoroughfare extension will occupy approximately 34%, or 1.7 acres, of the area to be annexed (see Attachment 3: Generalized Plot Plan); as a result, the remaining 3.3 acres cannot realistically accommodate a mixture of land uses. The extension of Tierra Este Road will provide the sole access to the newly incorporated lot, and will be available for future extension to the south by others, if necessary. The City is also requiring the installation of buffered bicycle lanes on the extension of Tierra Este Road, as recommended by the City's Comprehensive Bike Plan.

NEIGHBORHOOD CHARACTER AND COMPATIBILITY: An analysis of the existing surrounding land uses indicates that the uses proposed for the subject property are not present within one-quarter-mile. Existing uses in the surrounding area are predominantly single-family residential to the north and west, with vacant land in the County to the south and east. Several lots zoned for commercial development are present along Tierra Este Road to the north of the subject property; these lots are currently undeveloped. A combination elementary/middle school campus is located within one-quarter-mile to the northwest, however travel distance from the subject property via the existing street network is approximately 1.9 miles.



Zoning districts within 1/4-mile of subject property

ADEQUACY OF PUBLIC FACILITIES AND SERVICES: The applicant will need to coordinate with EPWater to provide services to the property.

EFFECT UPON THE NATURAL ENVIRONMENT: Subject property does not involve development of environmentally sensitive land or arroyo disturbance.

COMMENT FROM THE PUBLIC: N/A

STAFF COMMENTS: No objections. See comments from reviewing departments (attachment 5).

RELATED APPLICATIONS: Prior to the commencement of development, the applicant must complete the following processes:

1. Annexation and Service Plan
2. Subdivide the subject property

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Generalized Plot Plan (Non-binding)
4. Application
5. Department Comments
6. Annexation Agreement

ATTACHMENT 1

Location Map

SUAX17-00002



ATTACHMENT 2

Aerial Map

SUAX17-00002



ATTACHMENT 4

Application



APPLICATION FOR ANNEXATION
CITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

City of El Paso, Texas
811 Texas Avenue
El Paso, TX 79901
915-212-0088

1. CONTACT INFORMATION

PROPERTY OWNER(S): Las Tierras Community Church
ADDRESS: 3664 Tierra Calida, El Paso, Texas ZIP CODE: 79938 PHONE: _____
APPLICANT(S): Las Tierras Community Church
ADDRESS: 3664 Tierra Calida, El Paso, Texas ZIP CODE: 79938 PHONE: _____
REPRESENTATIVE(S): CEA Group
ADDRESS: 4712 Woodrow Bean Dr Suite F, El Paso, Texas ZIP CODE: 79924 PHONE: 915.544.5232
E-MAIL ADDRESS: lazarate@ceagroup.net FAX: 915.544.5233

2. PARCEL ONE INFORMATION

PROPERTY IDENTIFICATION NUMBER: X579 000 3030 0260
LEGAL DESCRIPTION: 79 TSP 3 SEC 3 T & P ABST 2147 W 1/2 OF NW 1/4 OF NW 1/4 OF NW 1/4
STREET ADDRESS OR LOCATION: _____ REP DISTRICT: 5
ACREAGE: 4.97 acres PRESENT ZONING: N/A PRESENT LAND USE: Vacant
PROPOSED ZONING: R-F PROPOSED LAND USE: Church Site Facility

3. PARCEL TWO INFORMATION

PROPERTY IDENTIFICATION NUMBER: _____
LEGAL DESCRIPTION: _____
STREET ADDRESS OR LOCATION: _____ REP DISTRICT: _____
ACREAGE: _____ PRESENT ZONING: _____ PRESENT LAND USE: _____
PROPOSED ZONING: _____ PROPOSED LAND USE: _____

4. PARCEL THREE INFORMATION

PROPERTY IDENTIFICATION NUMBER: _____
LEGAL DESCRIPTION: _____
STREET ADDRESS OR LOCATION: _____ REP DISTRICT: _____
ACREAGE: _____ PRESENT ZONING: _____ PRESENT LAND USE: _____
PROPOSED ZONING: _____ PROPOSED LAND USE: _____

5. ADDITIONAL INFORMATION

OWNER(S) OF RECORD FOR THE ABOVE DESCRIBED PARCEL(S):
Printed Name: Manuel Padilla Signature: *Manuel Padilla*
Printed Name: _____ Signature: _____
Printed Name: _____ Signature: _____

Note: Signatures are required for all owners of record for the property proposed for annexation. Attach additional signatures on a separate sheet of paper.

OFFICE USE ONLY

Case# SUAX17-00002 RECEIVED DATE: 9/20/17 APPLICATION FEE: \$ 6704.91
DCC REVIEW DATE: (9:00 am _____)
CPC REVIEW DATE: (1:30 pm _____)
ACCEPTED BY: *Rocio Suarez*

Revised 02/04

ATTACHMENT 5

Department Comments

Planning & Inspections Department – Planning Division

Recommend approval.

Planning & Inspections Department – Land Development

We have reviewed subject plans and recommend for the applicant to address the following comments.

1. The developer shall be responsible for all storm-water runoff generated by the proposed subdivision.

Sun Metro

Sun Metro does not oppose this request.

El Paso Fire Department

No objections

El Paso Police Department

EPPD does not see any conflicts.

Capitol Improvements Department – Parks Planning Division

We have reviewed distribution case SUAX17-00002 Las Tierras Community Church annexation and on behalf of CID Parks Planning Division we offer no adverse comments, just the following informative comments.

After annexation approval the following may be applicable:

1. Need platting determination from Planning & Inspections – Planning division.
2. If platting is required, during platting process, plat will be subject to parkland/park fees in accordance to proposed use.
3. Per detailed site development plan, seem that proposed use is for non-residential therefore, during platting process covenants will be required restricting all residential uses and park fees will be assessed at a rate of \$1000.00 per acre or portion thereof.

Capitol Improvements Department – Transportation Planning Division

The extension of Tierra Este as a Minor Arterial should be required to be extended and improved to City standards through this property as part of the annexation agreement. The arterial extension is shown in the City's adopted Major Thoroughfare Plan.

El Paso Water – Engineering Department

EPWater does not object to this request, but request the change to the Annexation Agreement as described below.

EPWater records indicate that the subject property is located within the Horizon Regional Municipal Utility District (HRMUD) service area. The property must be de-annexed from the boundaries of the HRMUD before EPWater can commit to provide service to the subject property.

The subject property is located within the Eastside Impact Fee Service Area. Impact fees will be assessed and collected at the time the El Paso Water receives an application for water and sanitary sewer services.

Water

1. There is an existing 8-inch diameter water main along Cozy Cove Avenue that changes to a 12-inch diameter water main approximately 480-feet east from Sunny Prairie Drive. An 8-inch diameter water main extension will be required along the future extension of Tierra Este Road from Cozy Cove Avenue to the southern end of the subject property. The Owner/Developer is responsible for the cost of the extension.
2. There is an existing 24-inch diameter water transition main that extends along Tierra Este Road ending approximately 120-feet south of Cozy Cove. This 24-inch water main is required to be installed along the future extension of Tierra Este Road. The extension of this main is not currently on EPWater Capital Improvement Program.

Sewer

3. There is an existing 8-inch diameter sanitary sewer main along Tierra Este Road that extends approximately 125-feet south of Cozy Cove. An extension will be required from this main to the southern property line of the subject property. The Owner/Developer is responsible for the cost of the extension.
4. There is an existing 36-inch diameter sanitary sewer Interceptor along Tierra Este Road that ends approximately 120-feet south of Cozy Cove. The 36-inch Interceptor needs to be installed along the future extension of Tierra Este Road. The extension of this main is not currently on the EPWater Capital Improvement Program.

General

5. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The owner is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.
6. EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A description of the property and a certificate-of-compliance are required at the time of application.

Service will be provided in accordance with the current EPWater – PSB rules and regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

El Paso Water – Stormwater Engineering

We have reviewed the property described above and provide the following comments:

1. Provide an acceptable Drainage Plan in accordance with Section 19.01.050 of the current City Ordinance.
2. Show existing and proposed drainage flow patterns on a preliminary plat and identify the discharge location for all stormwater runoff.
3. If the subdivision adjacent to this property, Ventanas Unit 1, did not make any accommodations for the stormwater for this property, the developer must design an on-site pond/s able to retain his developed runoff for a 100-year storm event.
4. EPW – Stormwater Engineering recommends using principles of low impact & green infrastructure development (such as recessed landscaping, rainwater harvesting, and porous pavements) to reduce the amount of developed stormwater runoff and to mitigate adverse downstream drainage conditions.