

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

**DEPARTMENT:** Planning & Inspections Department  
**AGENDA DATE:** Introduction 2/3/15; Public Hearing 2/17/15  
**CONTACT PERSON/PHONE:** Nelson Ortiz, 212-1606  
**DISTRICT(S) AFFECTED:** East ETJ, Adjacent to District 5

**SUBJECT:**

An ordinance annexing the following real property described as a portion of Tract 1D, Section 39, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, El Paso County, Texas. Subject Property: West of Zaragoza and north of Pebble Hills; Property Owners: City of El Paso

**SUAX13-00001 (Adjacent to District 5)**

**BACKGROUND / DISCUSSION:**

See attached report.

**PRIOR COUNCIL ACTION:**

On June 26, 2012, City Council approved the construction of the Pebble Hills Boulevard extension as part of the Street Infrastructure Capital Plan. City Council awarded the design contract for the Pebble Hills Boulevard extension to Moreno Cardenas, Inc. (MCI) on August 13, 2013. The Annexation Agreement was approved on November 18, 2014.

**AMOUNT AND SOURCE OF FUNDING:**

FY 2013 – 2019 Certificates of Obligation Street Infrastructure

**BOARD / COMMISSION ACTION:**

City Plan Commission (CPC) – Recommended approval on January 8, 2015

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) N/A

**FINANCE:** (if required) N/A

**DEPARTMENT HEAD:** Mathew McElroy, Director  
Planning & Inspections Department



APPROVED FOR AGENDA:

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ANNEXING THE FOLLOWING REAL PROPERTY DESCRIBED AS A PORTION OF TRACT 1D, SECTION 39, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS.**

**WHEREAS**, City of El Paso (owner of record), owners of approximately 0.0599 acres of property, lying in the City of El Paso's East Extraterritorial Jurisdiction; the property more fully described in the attached metes and bounds description, identified as Exhibit "A", and survey of the property, identified as Exhibit "B" and made a part hereof by reference, and the City of El Paso request that this area be annexed into the El Paso City Limits; and,

**WHEREAS**, the attached Service Plan, identified as Exhibit "C", identifies the municipal services to be extended to this annexed area and adopted as part of this ordinance; and,

**WHEREAS**, the City of El Paso and the former Owners of this property have entered into a Compromise and Settlement Agreement for acquisition of this property on December 2, 2014, attached as Exhibit "D", which governs the development of the property after the annexation; and,

**WHEREAS**, public hearings were held on January 5, 2015 and January 8, 2015 at which persons interested in the annexation were given the opportunity to be heard; and that no person voiced opposition to the annexation or Service Plan described as Exhibit "C"; and,

**WHEREAS**, the City Plan Commission reviewed and recommended approval of the Annexation and Service Plan at their public hearing meeting held on January 8, 2015; and,

**WHEREAS**, the City Council of the City of El Paso finds that approval of this Annexation is in the best interest, health, safety and welfare of the City;

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

That the boundaries of the CITY OF EL PASO are hereby extended so as to a portion of Tract 1D, Section 39, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, El Paso County, Texas, more particularly described in Exhibit "A" and Exhibit "B".

Further, that the City of El Paso adopts the Service Plan described as Exhibit "C"; and that the annexation is subject to all terms and conditions of the Compromise and Settlement Agreement, entered into on December 2, 2014.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ORDINANCE NO. \_\_\_\_\_**

**SUAX13-00001**

**THE CITY OF EL PASO**

---

Oscar Leeser  
Mayor

**ATTEST:**

---

Richarda Duffy Momsen  
City Clerk


**APPROVED AS TO FORM:**



---

Karla M. Nieman  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



---

Mathew S. McElroy, Director  
Planning and Inspections Department

**ORDINANCE NO.** \_\_\_\_\_

**SUAX13-00001**

## EXHIBIT "A"

Prepared For: The City of El Paso  
February 11, 2013  
(PARCEL 1)

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1D, Section 39, Block 79, Township 2, 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 an existing brass disk city monument at the centerline intersection of Pebble Hills Blvd. and Tierra Mina Dr. from which an existing brass disk city monument at the centerline intersection of Tierra Mina Dr. and Tierra Galvez Ct. bears North 00°32'46" West a distance of 501.26 feet; Thence, North 89°05'17" East a distance of 593.78 feet to a set ½" rebar with cap marked TX 5152 on easterly line of Tierra Del Este Unit Twenty Seven for The "TRUE POINT OF BEGINNING";

Thence continuing along the easterly line of Tierra Del Este Unit Twenty Seven, North 42°31'32" East a distance of 42.58 feet to a set nail on rock wall;

Thence leaving said line, 127.92 feet along the arc of a curve to the right which has a radius of 802.50 feet a central angle of 09°07'59" a chord which bears South 75°50'24" East a distance of 127.78 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 1C and 1D, Section 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line, South 89°57'20" West a distance of 152.68 feet to "TRUE POINT OF BEGINNING" and containing 2,611 Square Feet or 0.0599 acres of land more or less.

Note: Bearings based on centerline monuments on Pebble Hills Blvd. and Tierra Mina Dr. per Plat of Tierra Del Este Unit Twenty Seven recorded in Volume 79, Page 105, Plat records of El Paso County, Texas.

  
Ron R. Conde R.P.L.S. No. 5152  
Job no: 113-18





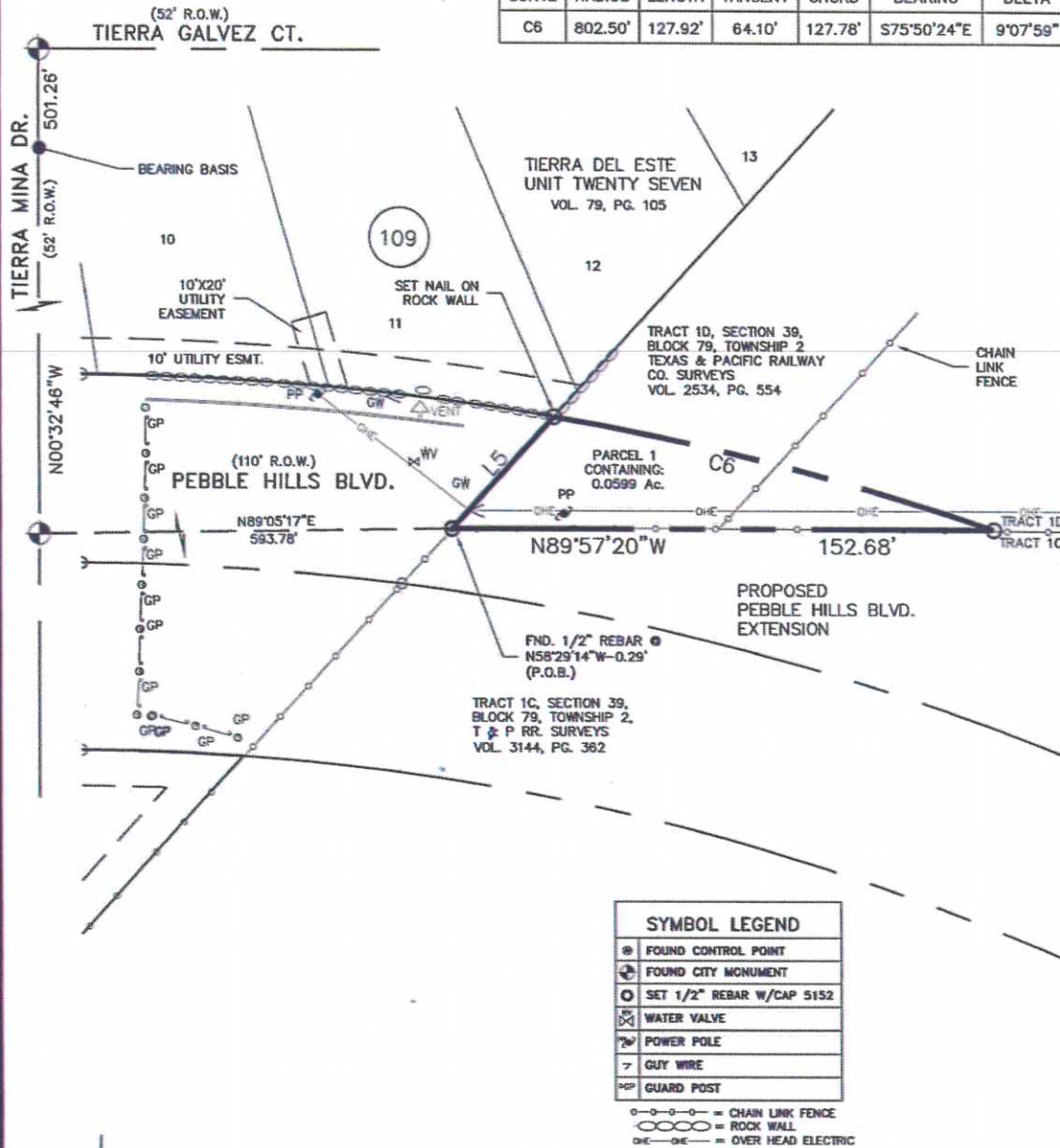
# EXHIBIT "B"

## NOTES:

1. BEARINGS BASED AS PER PLAT OF TIERRA DEL ESTE UNIT TWENTY SEVEN AS RECORDED IN VOLUME 79, PAGE 105, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

LINE TABLE		
LINE	LENGTH	BEARING
L5	42.58	N42°31'32"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C6	802.50'	127.92'	64.10'	127.78'	S75°50'24"E	9°07'59"



## CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN. ONLY PLATTED EASEMENTS ARE SHOWN.

RON R. CONDE R.P.L.S. #5152

JOB # 113-18 DATE: FEBRUARY 11, 2013 FIELD: M.C. OFFICE: F.R.  
 LOCATED IN ZONE X PANEL # 480212-0175B DATED SEPT. 04, 1991  
 RECORDED IN VOLUME N/A, PAGE N/A, REAL PROPERTY RECORDS, PASO COUNTY, TEXAS



BEING A PORTION OF TRACT 1D, SECTION 39, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONDE INC.  
 6080 SURETY SUITE 100  
 EL PASO, TEXAS 79905

CADD FILE: S:\E\TDE E\213

SCALE: 1"=40'

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## EXHIBIT “C”

### CITY OF EL PASO ANNEXATION SERVICE PLAN

#### INTRODUCTION

This Service Plan (Plan) is made by the City of El Paso, Texas (City) pursuant to Chapter 43 Municipal Annexation of the Texas Local Government Code. This Plan is made specifically for a 0.0599-acre property located in the City's East Extraterritorial Jurisdiction (ETJ), being a portion of Tract 1D, Section 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas. The area is more specifically described by metes and bounds in Exhibit “A” and the survey Exhibit “B”, which are attached to the annexation ordinance of which this Plan is a part.

#### EFFECTIVE TERM

This Plan shall be in effect for a ten-year period commencing on the effective date of the annexation, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

#### INTENT

It is the intent of the City of El Paso that services under this Plan shall provide full municipal services in accordance with State law and the Compromise and Settlement Agreement entered into by the previous property owners and the City, such agreement being identified as Exhibit “D” and is attached to the annexation ordinance.

The City reserves the right guaranteed to it by Section 43.056(k) Texas Local Government Code, to amend this Plan if the City Council determines that changed conditions or subsequent occurrence or any other legally sufficient circumstances exist under the Local Government Code, or other Texas laws to make this Plan unworkable or obsolete or unlawful.

#### SERVICE COMPONENTS

This Plan includes three service components: (1) Immediate Services Program, (2) Additional Services, and (3) a Capital Improvement Program.

As used in this Plan, providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities; governmental entities and other public service organizations to provide such services by contract, in whole or in part. It may also include separate agreements with associations or similar entities.

#### **1. Immediate Services Program**

The following services will be provided in the annexation area immediately upon the effective date of the annexation, unless otherwise noted.

- a. Police Protection. The El Paso Police Department will provide protection and law enforcement services in the annexation area on the effective date of annexation. These services include:

- normal patrols and responses;
  - handling of complaints and incident reports;
  - special units, such as, traffic enforcement, criminal investigations, narcotics, gang suppressions, and special weapons and tactics team.
- b. Fire Protection. The El Paso Fire Department will provide emergency medical services and fire protection services in the annexation area, on the effective date of annexation. These services include:
- fire suppression and rescue;
  - emergency medical services;
  - hazardous materials mitigation and regulation;
  - emergency prevention and public education efforts;
  - construction plan review;
  - inspections.
- c. Solid Waste Collection. No solid waste collection services will be available within the annexation area except for the following:
- dead animal collection - dead animals are removed from roadways upon request.
- d. Maintenance of Water and Wastewater Facilities. The City's Public Service Board/El Paso Water Utilities (EPWU) will maintain water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility and as governed by their Rules and Regulations. The subject property is not located within the City of El Paso Impact Fee area.
- e. Maintenance of Roads and Streets, Including Street Lighting. The City of El Paso will maintain public streets over which the City has jurisdiction. These services include:
- emergency pavement repair;
  - ice and snow monitoring of major thoroughfares
  - maintenance of public streets on as-needed basis and in accordance with established policies of the City.
- f. Maintenance of Parks, Playgrounds, and Swimming Pools. No public recreation facilities will be located within the annexation area however, the nearest public neighborhood park is located within 2,359 feet of the annexed area.

## 2. Additional Services

Certain services, in addition to the above services, will be provided within the annexation area. They are as follows:

- a. Drainage Services. El Paso Water Utilities/ Public Service Board will provide drainage maintenance in the annexation area in accordance with established policies of the City. Services include:
- maintenance of existing public ponding areas and retention dams;
  - storm sewer maintenance;
  - emergency spills and pollution complaints response related to storm drainage systems;

The following services will be provided by the City Development's Land Development Division:

- watershed development review and inspection;
  - flood plain office (information relating to flood plains).
- b. Public Library Department. No library facilities will be located within the annexation area however, the nearest public library is located 2,359 feet from the annexed area.
- c. Inspection Services. The City of El Paso will provide inspection services including building, electrical, plumbing, gas, engineering, housing and environmental. These inspections services will be provided as necessary to the annexation area.
- d. Department of Public Health. All of the Public Health services codes and regulations will be extended to the annexed area on the effective date of annexation
- e. Planning and Zoning. All land annexed shall be classified in the R-F zoning district, unless the applicant submits a rezoning application which will be subject to a public hearing by the City Plan Commission on the appropriate zoning classification and action by the City Council.
- f. Other Services. The City will provide all other services not specifically listed above, in the annexed area according to established City policies and procedures.

### **3. Capital Improvements Program**

The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary. Any such construction or acquisition shall begin within two and a half (2 ½) years of the effective date of the annexation and shall be substantially completed within four and half (4 ½) years after that date. Construction of any capital improvement within the annexation area will be done in accordance with the established policies of the City.

- a. Police Protection. No capital improvements are necessary to serve the annexed area.
- b. Fire Protection. No capital improvements are necessary to serve the annexed area.
- c. Solid Waste Collection. No capital improvements are necessary to serve the annexed area.
- d. Water and Wastewater Facilities. Water and wastewater service will be provided in accordance with the El Paso Water Utility's Rules and Regulations. Capital improvements will be initiated pursuant to the facilities plan for the annexed area. Water and Wastewater services to new subdivisions will be provided according to the standard policies and procedures of the El Paso Water Utilities, which may require the developer of a new subdivision to install water and wastewater utility lines. The extension of water and sewer service will be provided in accordance with the adopted Rules and Regulations of the El Paso Water Utilities.



- e. Roads and Streets. Road or street related capital improvements will be built once the annexation is finalized. In general, the City will acquire control and jurisdiction of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures.
- f. Parks, Playgrounds and Swimming Pools. No capital improvements are necessary to serve the annexed area.
- g. Drainage Facilities. No capital improvements are necessary to serve the annexed area
- h. Street Lighting. The developer will install public street lighting in accordance with the City's standard policies and procedures.
- i. Other Publicly Owned Facilities, Building or Services: In general, other City functions and services, and the additional services described above can be provided for the annexation area by using existing capital improvements. Additional capital improvements are not necessary to provide City services.
- j. Capital Improvement Planning. The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services in accordance with established policies of the City.

## **AMENDMENT: GOVERNING LAW**

This Plan may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes. This Plan is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules regulations of governmental bodies and officers having jurisdiction.

## **FORCE MAJEURE**

In case of an emergency, such as force majeure as that term is defined in this Plan, in which the City is forced to temporarily divert its personnel and resources away from the annexation area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexation area of the level described in this Plan as soon as possible. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions, and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute Force Majeure.

## EXHIBIT "D"

### COMPROMISE AND SETTLEMENT AGREEMENT

**THIS COMPROMISE AND SETTLEMENT AGREEMENT** (the "Agreement") is entered into this 2nd day of December, 2014 ("Effective Date"), by and between the **CITY OF EL PASO**, hereinafter referred to as the "City", and **RIVER OAKS PROPERTIES, LTD.**, a Texas limited partnership, hereinafter referred to as "Owner", hereinafter referred to as "Parties."

**WHEREAS**, Pebble Hills Boulevard is designated as a Major Arterial on the 2025 Proposed Thoroughfare System,

**WHEREAS**, the Pebble Hills Boulevard extension project is part of the 2012-2013 Certificates of Obligation.

**WHEREAS**, the City needs to acquire property in order to complete the Pebble Hills extension project, which will connect Pebble Hills Boulevard to Zaragoza Road,

**WHEREAS**, Owner owns approximately 12 acres of land more particularly described in Exhibit "A" attached hereto ("Owner's Abutting Property"); and,

**WHEREAS**, the City wishes to acquire a portion of Owner's Abutting Property described as follows:

A Portion of Tract 1 n/k/a Tract 1D, out of Section 39, Block 79, Township 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso, El Paso County, Texas, which is approximately 0.0599 acres, being more particularly described in Exhibit "A" which is attached hereto and incorporated herein for all purposes;

hereinafter referred to as the "Property"; and,

**WHEREAS**, the City is a Texas Home Rule Municipal Corporation having the power of eminent domain, and has indicated its intent to acquire the Property through its eminent domain powers; and,

**WHEREAS**, the Parties have indicated a desire to avoid the expense and time involved in any eminent domain procedure by entering into this Compromise and Settlement Agreement, whereby the Owner will transfer the Property to the City in exchange for certain concessions from the City concerning the Property;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As full and final settlement of all claims in connection with the foregoing issue involving the Property, the City will provide Owner with the following:

- a. City's approval of the curb cut and median cut on Pebble Hills as set forth in Exhibit "B" attached hereto, including the City's installation of a guard rail reflected therein.
  - b. City's provision to Owner of a City Subdivision Determination Letter confirming that the conveyance of the Property shall not require a plat, replat or development plat of the Property or Owner's Abutting Property.
  - c. City's provision to Owner of a County Subdivision Determination Letter confirming that the sale of the Property shall not require a plat or replat of the Property or Owner's Abutting Property.
2. As full and final settlement of all claims, the Owner will, in connection with the foregoing issue involving the Property, provide City with the following:
  - a. A special warranty deed limiting the use of the Property for public roadway purposes only in the form attached hereto as Exhibit "C". Upon Owner's receipt of City's notice of compliance with the restriction in the deed to construct and dedicate the Property as public right-of-way, Owner agrees to acknowledge compliance with the restriction and agrees to release the reversionary clause on a form acceptable to both parties which may be filed by the City in the real estate records of El Paso, County, Texas.
  - b. The Deed shall be executed and delivered to the City within ten (10) business days from the Effective Date of this Agreement.
3. Each party hereto represents and warrants to the other party to this Agreement that it has not assigned or in any manner whatsoever conveyed any claim or cause of action hereby released by it.

THIS RELEASE IS FREELY AND VOLUNTARILY GIVEN BY EACH OF THE PARTIES TO THIS COMPROMISE AND SETTLEMENT AGREEMENT, SEVERALLY, WITHOUT ANY DURESS OR COERCION, AND AFTER THE UNDERSIGNED, SEVERALLY, HAVE CONSULTED WITH COUNSEL, AND THE UNDERSIGNED, SEVERALLY, HAVE CAREFULLY AND COMPLETELY READ THE TERMS AND PROVISIONS OF THIS RELEASE.

4. Miscellaneous Provisions.

- a. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- b. Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.

- c. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein to the extent such change does not alter the intent of the Agreement.
- d. Prior Agreements Superseded. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement or promise not contained in this Agreement shall be valid or binding.
- e. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the Court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.
- f. No admissions. It is understood and agreed that this Agreement is the compromise of an existing dispute and is not intended to be construed as an admission of liability on the part of any party hereto.
- g. Acknowledgement. Each party hereto acknowledges that he has read and understands the effect of this Agreement, and executes this Agreement of his own free will and accord for the purposes and considerations set forth.
- h. Jointly Drafted; Construction. It is further understood and expressly agreed that this Agreement was drafted jointly by the attorneys for all parties, and it is expressly agreed that neither this Agreement nor any of the documents executed in connection herewith shall ever be construed against any party hereto on the basis of who drafted the documents.
- i. Other Obligations. Each party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate this transaction.
- j. Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either



party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties:

Owner: River Oaks Properties, Ltd.,  
a Texas limited partnership  
Attn: Jim Payne  
106 Mesa Park Drive  
El Paso, Texas 79912

Copy: Gordon Davis Johnson & Shane P.C.  
Attn: Yolanda Giner  
4695 North Mesa Street, Ste. 100  
El Paso, Texas 79912

City: Tomás González  
City Manager  
City of El Paso  
P.O. Box 1890  
El Paso, Texas 79950-1890

Copy: City Attorney  
City of El Paso  
P.O. Box 1890  
El Paso, Texas 79950-1890

- k. Entire Agreement/Governing Law. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas.
- l. Time. Time is of the essence of this Agreement and each and every provision hereof.
- m. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.
- n. Survival of Provisions. In case any one or more of the provisions contained in this Agreement for any reason is held invalid, this invalidity will not affect

any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

- o. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- p. Compliance. In accordance with the requirements of Section 2B of the Texas Real Estate License Act, the City is hereby advised that it should be furnished with or obtain a policy of title insurance or have an abstract covering the Property examined by an attorney of its own selection.
- q. Exhibits and Schedules

Exhibit A: Property  
Exhibit B: Curb Cut and Median Cut Site Plan  
Exhibit C: Special Warranty Deed

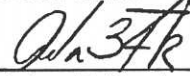
**WITNESS THE FOLLOWING SIGNATURES AND SEAL:**

**OWNER:**

**RIVER OAKS PROPERTIES, LTD.**  
**a Texas limited partnership**

By: River Oaks Asset Management, Inc.

Its: General Partner

By: \_\_\_\_\_

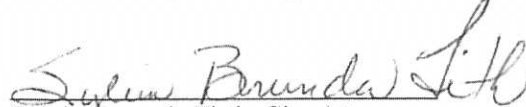
Adam Z. Frank

Its: President

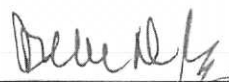
(City's Signature Contained on Following Page)

CITY OF EL PASO, a Municipal Corporation

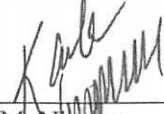
By:

  
Sylvia Borunda Firth, City Attorney

APPROVED AS TO CONTENT:

  
Irene D. Ramirez, P/E, Interim City Engineer  
Engineering & Construction Management

APPROVED AS TO FORM:

  
Karla M. Nierman  
Assistant City Attorney

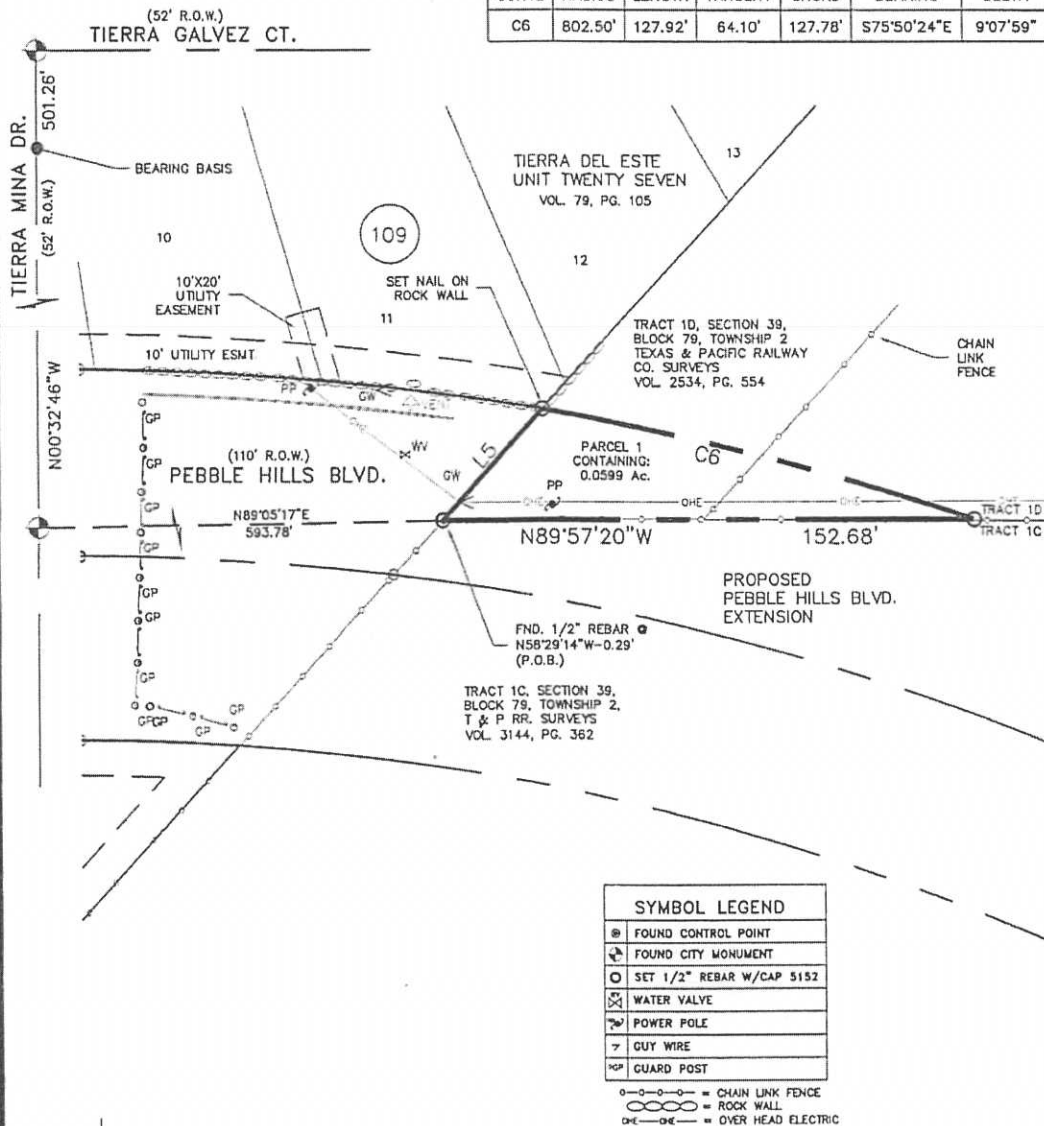
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## NOTES:

1. BEARINGS BASED AS PER PLAT OF TIERRA DEL ESTE UNIT TWENTY SEVEN AS RECORDED IN VOLUME 79, PAGE 105, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

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RON R. CONDE R.P.L.S #5152

JOB # 113-18	DATE: FEBRUARY 11, 2013	FIELD: M.C.	OFFICE: F.R.
LOCATED IN ZONE X	PANEL # 480212-0175B	DATED SEPT. 04, 1991	
RECORDED IN VOLUME N/A,	PAGE N/A,	REAL PROPERTY RECORDS, PASO COUNTY, TEXAS	



BEING A PORTION OF TRACT 1D, SECTION 39, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONDE INC.  
6080 SURETY SUITE 100  
EL PASO, TEXAS 79905

CADD FILE: S:\E\TDE E\213

SCALE: 1"=40'

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## EXHIBIT "A"

Prepared For: The City of El Paso  
February 11, 2013  
(PARCEL 1)

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1D, Section 39, Block 79, Township 2, 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 an existing brass disk city monument at the centerline intersection of Pebble Hills Blvd. and Tierra Mina Dr. from which an existing brass disk city monument at the centerline intersection of Tierra Mina Dr. and Tierra Galvez Ct. bears North 00°32'46" West a distance of 501.26 feet; Thence, North 89°05'17" East a distance of 593.78 feet to a set ½" rebar with cap marked TX 5152 on easterly line of Tierra Del Este Unit Twenty Seven for The "TRUE POINT OF BEGINNING";

Thence continuing along the easterly line of Tierra Del Este Unit Twenty Seven, North 42°31'32" East a distance of 42.58 feet to a set nail on rock wall;

Thence leaving said line, 127.92 feet along the arc of a curve to the right which has a radius of 802.50 feet a central angle of 09°07'59" a chord which bears South 75°50'24" East a distance of 127.78 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 1C and 1D, Section 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

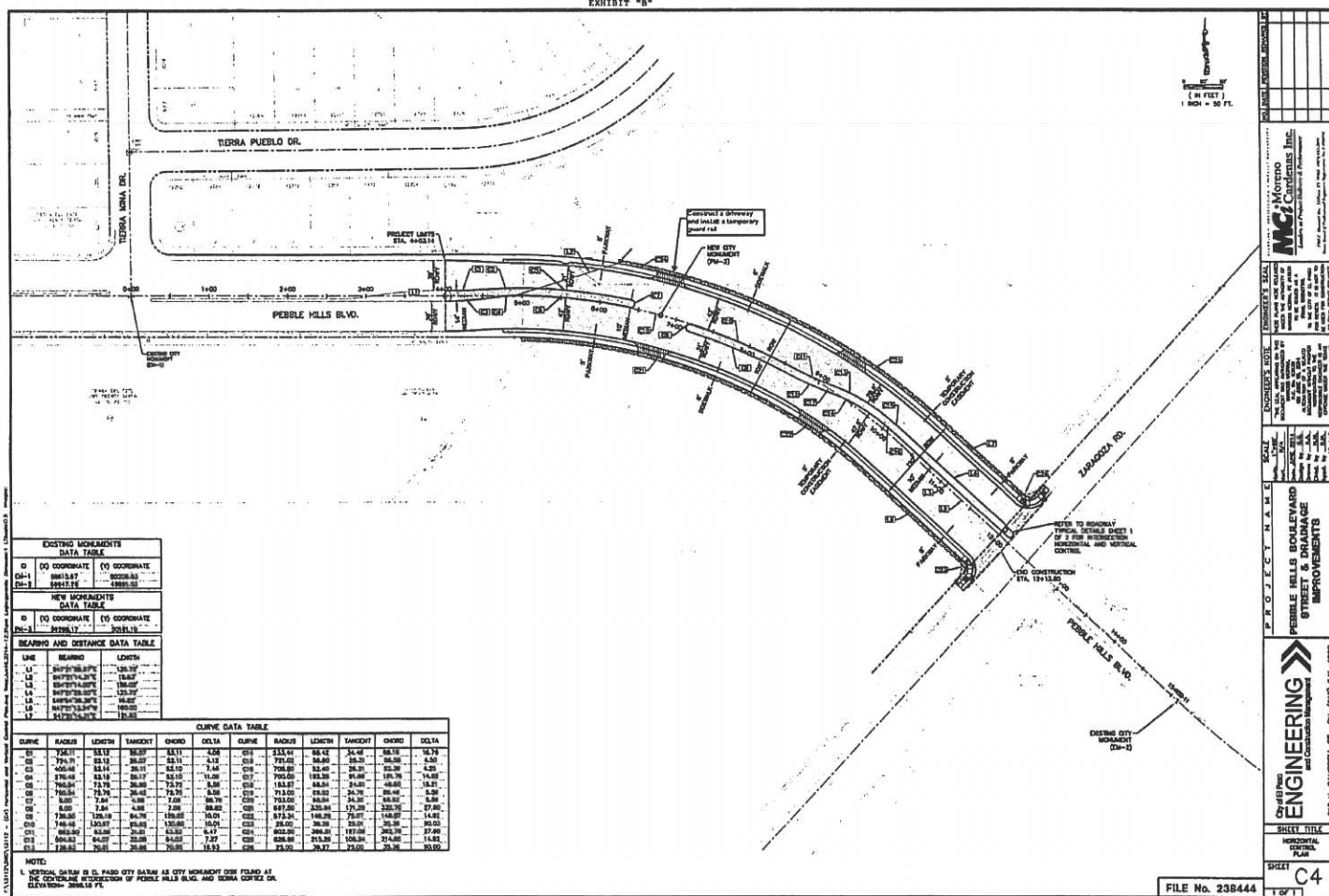
Thence along said line, South 89°57'20" West a distance of 152.68 feet to "TRUE POINT OF BEGINNING" and containing 2,611 Square Feet or 0.0599 acres of land more or less.

Note: Bearings based on centerline monuments on Pebble Hills Blvd. and Tierra Mina Dr. per Plat of Tierra Del Este Unit Twenty Seven recorded in Volume 79, Page 105, Plat records of El Paso County, Texas.

  
Ron R. Conde R.P.L.S. No. 5152  
Job no: 113-18



**EXHIBIT B**



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**SPECIAL WARRANTY DEED**

Effective Date: December 11, 2014

Grantor: RIVER OAKS PROPERTIES, LTD.

Grantor's Mailing Address: 106 Mesa Park Drive, El Paso, Texas 79912

Grantee: THE CITY OF EL PASO, A MUNICIPAL CORPORATION

Grantee's Mailing Address: City of El Paso, #P.O. Box 1890, El Paso, Texas 79950-1890

Consideration: TEN and 00/100 DOLLARS (\$10.00), and other valuable consideration, receipt of which is hereby acknowledged.

Property (including any improvements):

A Portion of Tract 1 n/k/a Tract 1D, out of Section 39, Block 79, Township 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso, El Paso County, Texas, which is approximately 0.0599 acres, being more particularly described in Exhibit "A" which is attached hereto and incorporated herein for all purposes

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

See the Exhibit "B" attached hereto and made a part hereof for all purposes.

GRANTEE IS PURCHASING THE PROPERTY, AND THE PROPERTY SHALL BE CONVEYED AND TRANSFERRED TO GRANTEE, "AS IS AND WITH ALL FAULTS", SUBJECT ONLY TO THE SPECIFIC WARRANTIES EXPRESSLY SET FORTH IN THE CONTRACT, IF ANY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE AGREES THAT GRANTOR HAS NOT, DOES NOT, AND WILL NOT, WITH RESPECT TO THE PROPERTY, MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, OTHER THAN THE WARRANTY OF TITLE IN GRANTOR'S DEED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE, PROFITABILITY, OR MARKETABILITY. MOREOVER, GRANTEE AGREES THAT GRANTOR HAS NOT, DOES NOT, AND WILL NOT, WITH RESPECT TO THE PROPERTY, MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, HEALTH AND SAFETY, POLLUTION, LAND USE (INCLUDING, WITHOUT LIMITATION, WHETHER ANY PLAT OR REPLAT FOR THIS

{2540.813/CMCN/06404276.5}  
Doc#355562  
PL#13-1007-920  
KNIE



PROPERTY WILL BE REQUIRED), OR OTHER LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING WITHOUT LIMITATION THOSE PERTAINING TO THE HANDLING, GENERATING, TRADING, STORING OR DISPOSING OF ANY HAZARDOUS OR REGULATED WASTE OR SUBSTANCE, WITHOUT LIMITATION ON THE FOREGOING, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR OTHER INFORMATION SUPPLIED TO GRANTEE. WITHOUT LIMITATION ON THE FOREGOING, GRANTEE ACKNOWLEDGES ANY SITE PLANS PREVIOUSLY SHOWN TO GRANTEE WHICH SHOW A PROPOSED DEVELOPMENT ARE ILLUSTRATIVE ONLY AND GRANTEE AGREES THAT GRANTOR HAS NO OBLIGATION TO DEVELOP ANY PORTION OF ITS PROPERTY IN ANY PARTICULAR MANNER OR AT ALL.

#### **RESTRICTIONS TO CONVEYANCE AND WARRANTY:**

Fee Simple Determinable Condition: Grantee shall complete the construction of the roadway improvements and shall officially dedicate and use the Property as a public right of way no later than December 1, 2016 or the Property shall revert to Grantor.

The Use Restriction will run with the land and be binding upon the successors and assigns of Grantee and will benefit Grantor its successors and assigns.

#### **GRANT AND CONVEYANCE:**

Grantor, for the consideration and subject to the Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors and assigns for as long as the Fee Simple Determinable Condition is satisfied, and if the Fee Simple Determinable Condition is not satisfied, the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being Grantor's intent to convey a fee simple determinable estate to Grantee, and Grantor binds itself and its successors and assigns to warrant and to defend all and singular the Property to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, though, or under Grantor, but not otherwise, as long as the Fee Simple Determinable Condition is satisfied and subject to the Reservations From and Exceptions to Conveyance and Warranty.

When the context of this instrument requires, singular nouns and pronouns will include the plural.

**[SIGNATURES TO FOLLOW]**



EXECUTED the 11 day of December, 2014.

GRANTOR:

RIVER OAKS PROPERTIES, LTD.,  
a Texas limited partnership

By: River Oaks Asset Management, Inc.  
Its: General Partner

By: Adam Z. Frank  
Adam Z. Frank, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me this 11th day of December, 2014, by Adam Z. Frank, President of River Oaks Asset Management, Inc., a Texas corporation, which is the General Partner of River Oaks Properties, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



Sandra Martinez  
Notary Public in and for State of Texas

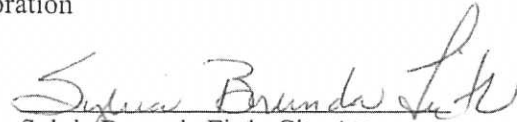
Sandra Martinez  
Print name of notary

My Commission Expires: 8-15-2018

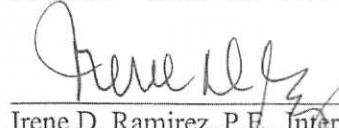
**GRANTEE:**

**CITY OF EL PASO**, a Municipal  
Corporation


By:

  
Sylvia Borunda Firth, City Attorney

**APPROVED AS TO CONTENT:**

  
Irene D. Ramirez, P.E., Interim City Engineer  
Engineering & Construction Management

**APPROVED AS TO FORM:**

  
Karla M. Nieman  
Assistant City Attorney

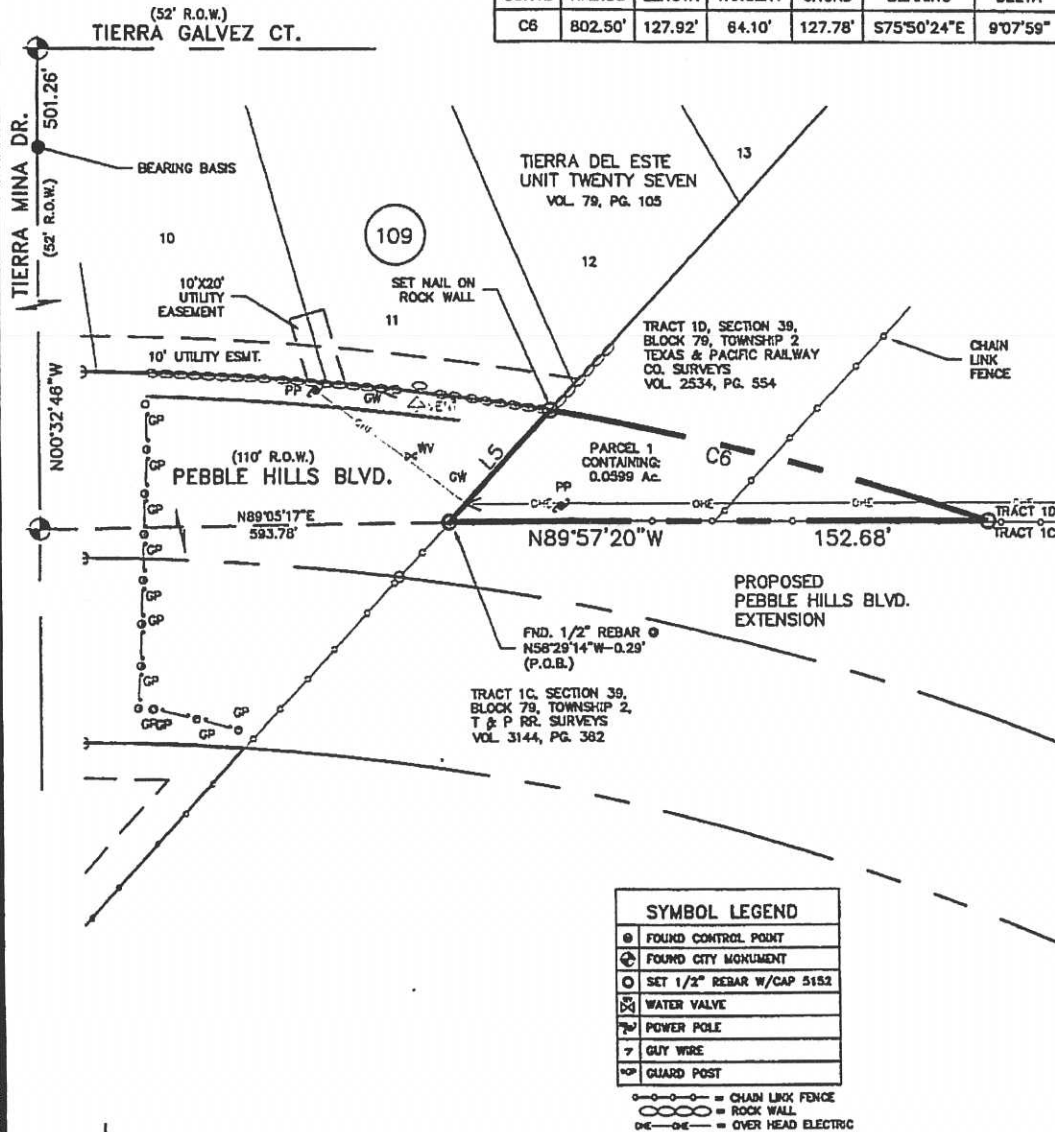
# EXHIBIT "A"

## NOTES:

1. BEARINGS BASED AS PER PLAT OF TIERRA DEL ESTE UNIT TWENTY SEVEN AS RECORDED IN VOLUME 79, PAGE 105, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

LINE TABLE		
LINE	LENGTH	BEARING
L5	42.58	N42°31'32"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C6	802.50'	127.92'	64.10'	127.78'	S75°50'24"E	90°7'59"



SYMBOL LEGEND	
●	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊗	WATER VALVE
⚡	POWER POLE
⌵	GUY WIRE
⌵	GUARD POST
—○—○—	CHAIN LINK FENCE
—○—○—	ROCK WALL
—○—○—	OVER HEAD ELECTRIC

## CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN. ONLY PLATTED EASEMENTS ARE SHOWN.

RON R. CONDE R.P.L.S. #5152

JOB # 113-18	DATE: FEBRUARY 11, 2013	FIELD: M.C.	OFFICE: F.R.
LOCATED IN ZONE X	PANEL # 480212-0175B	DATED SEPT. 04, 1991	
RECORDED IN VOLUME N/A,	PAGE N/A,	REAL PROPERTY RECORDS,	PASO COUNTY, TEXAS



BEING A PORTION OF TRACT 1D, SECTION 39, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONDE INC.  
6080 SURETY SUITE 100  
EL PASO, TEXAS 79905

CADD FILE: S:\E\TDE E\213

SCALE: 1" = 40'

©COPYRIGHT 2013/CONDE INC.  
ALL RIGHTS RESERVED

## EXHIBIT "A"

Prepared For: The City of El Paso  
February 11, 2013  
(PARCEL 1)

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1D, Section 39, Block 79, Township 2, 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 an existing brass disk city monument at the centerline intersection of Pebble Hills Blvd. and Tierra Mina Dr. from which an existing brass disk city monument at the centerline intersection of Tierra Mina Dr. and Tierra Galvez Ct. bears North  $00^{\circ}32'46''$  West a distance of 501.26 feet; Thence, North  $89^{\circ}05'17''$  East a distance of 593.78 feet to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152 on easterly line of Tierra Del Este Unit Twenty Seven for The "TRUE POINT OF BEGINNING";

Thence continuing along the easterly line of Tierra Del Este Unit Twenty Seven, North  $42^{\circ}31'32''$  East a distance of 42.58 feet to a set nail on rock wall;

Thence leaving said line, 127.92 feet along the arc of a curve to the right which has a radius of 802.50 feet a central angle of  $09^{\circ}07'59''$  a chord which bears South  $75^{\circ}50'24''$  East a distance of 127.78 feet to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152 on the common line of Tract 1C and 1D, Section 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

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Ron R. Conde R.P.L.S. No. 5152  
Job no: 113-18



## **EXHIBIT "B"**

to Special Warranty Deed

### **Reservations From and Exceptions to Conveyance and Warranty**

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements;
2. Standby fees, taxes and assessments by any taxing authority for the year 2014 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, the payment of which Grantee hereby assumes;
3. Rights of parties in possession;
4. Affidavit of the Tigua Indian Claims recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas; and
5. Any and all restrictions, reservations, covenants, conditions, easements, and other matters, if any, relating to the Property, but only to the extent they still are in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they still are in effect, relating to the hereinabove described Property.

## MEMORANDUM

**DATE:** January 27, 2015

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

**FROM:** Nelson Ortiz, Senior Planner

**SUBJECT:** Annexation SUAX13-00001 (West of Zaragoza and north of Pebble Hills)

---

On December 2, 2014, the City of El Paso and the former Owners of this property entered into a Compromise and Settlement Agreement for acquisition of this property. The agreement governs the development of the property after the annexation.

The proposed annexation was scheduled for the City Plan Commission (CPC), on January 8, 2015. The CPC recommended **approval** of the proposed annexation and service plan.

The recommendation is based on the determination that the 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.

**Property Owners/Applicant:** City of El Paso

**Attachments:** Staff Report





## *City of El Paso – City Plan Commission Staff Report*

**Case No:** SUAX13-00001  
**Application Type:** Annexation and Service Plan  
**CPC Hearing Date:** January 8, 2015  
**Staff Planner:** Nelson Ortiz, 212-1606, [Ortiznx@elpasotexas.gov](mailto:Ortiznx@elpasotexas.gov)

**Location:** West of Zaragoza and North of Pebble Hills  
**Legal Description:** Portion of Tract 1D, Section 39, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, El Paso County, Texas  
**Acreage:** .0599 acre  
**Rep District:** Adjacent to District 5  
**Existing Use:** Vacant  
**Existing Zoning:** ETJ  
**Proposed Zoning:** R-F (Ranch and Farm)

**Property Owner:** City of El Paso and River Oaks Properties, Ltd.  
**Applicant:** City of El Paso  
**Representative:** Conde, Inc.

**Distance to Park:** Across from Tierra Del Este #27 Park  
**Distance to School:** Roberto Ituarte Elementary and Raphael Hernando Middle (.75 mi.)

### **SURROUNDING ZONING AND LAND USE**

**North:** N/A / East ETJ / Vacant  
**South:** N/A / East ETJ / Industrial storage yard  
**East:** N/A / East ETJ / Vacant  
**West:** R-5 / Park / Residential Development

***THE PLAN FOR EL PASO DESIGNATION:*** G4 Suburban (Walkable)

### **General Information:**

The applicant is requesting annexation of land within the City of El Paso's Extra Territorial Jurisdiction (ETJ) and approval of a service plan in conjunction with the Annexation Agreement. Under the terms of the approved agreement, the subject property is proposed to be zoned R-F (Ranch and Farm) at the time of annexation.

The annexation is being requested to accommodate roadway improvements for the future extension of Pebble Hills Boulevard.

### **Neighborhood Input:**

Notice of the public hearings were mailed to all property owners within 300 feet of this proposed annexation and published in the El Paso Times in accordance with the Texas Local Government Code. Planning staff did not receive any phone calls in support or opposition to this request.

**DCC Recommendation:**

The Development Coordinating Committee recommends **approval** and provides the following comments:

**Planning and Inspections Department - Planning Division:**

Planning has no objection to the annexation request. The Service Plan shall be approved with the ordinance approving the annexation in accordance with the Texas Local Government Code 43.056. Planning recommends **approval** of this request.

**El Paso Water Utilities:**

The EPWU does not object to this request.

**Sun Metro:**

Sun Metro does not oppose this request. Recommends coordination with Sun Metro Planning Staff to determine if site has potential for bus stop placement. If it is determined site is a candidate for a bus stop, additional coordination requested to discuss necessary infrastructure construction.

**County of El Paso:**

The County has no comments or objections with the proposed annexations related to the extension of Pebble Hills west of Zaragoza.

**El Paso Police Department:**

No comments received.

**Planning and Inspections Department - Land Development**

No comments received.

**Department of Transportation:**

No comments received.

**Fire Department:**

No comments received.

**Parks and Recreation Department:**

No comments received.

**Environmental Services:**

No comments received.

**Attachments**

Attachment 1: Location Map

Attachment 2: Aerial

Attachment 3: Survey

Attachment 4: Service Plan



### Attachment 1: Location Map





Attachment 2: Aerial

SUAX13-00001



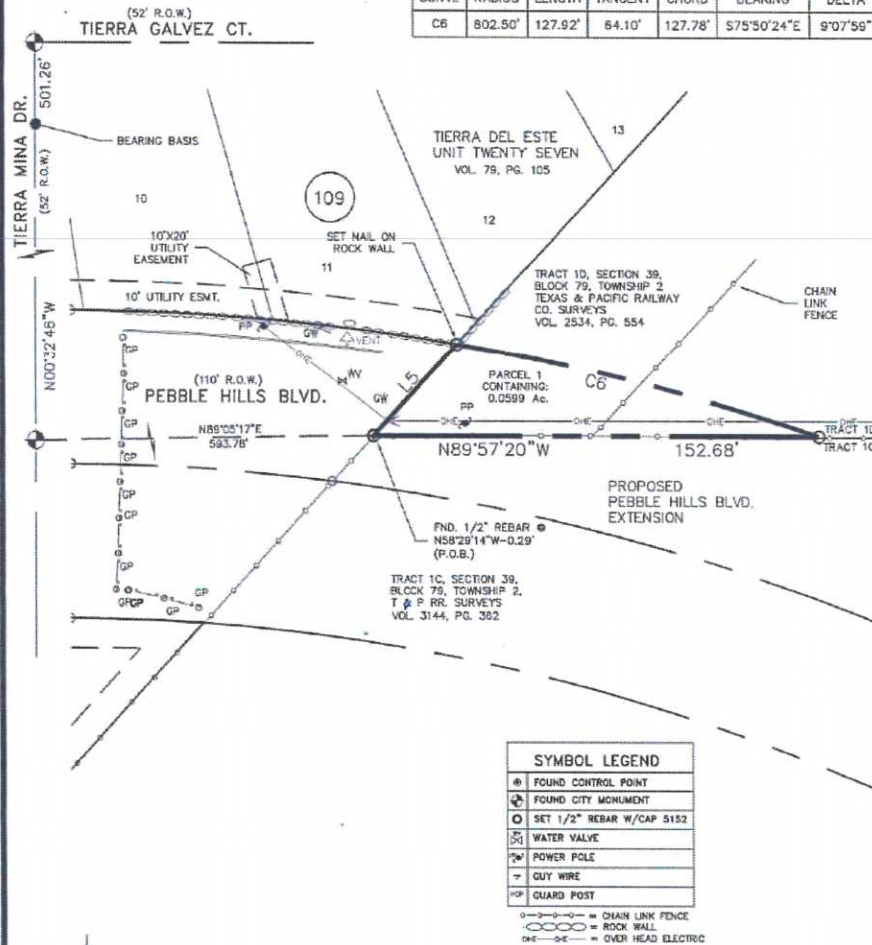
### Attachment 3: Survey

#### NOTES:

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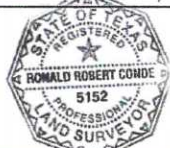


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RON R. CONDE R.P.L.S. #5152

JOB # 113-18	DATE: FEBRUARY 11, 2013	FIELD: M.C.	OFFICE: F.R.
LOCATED IN ZONE X	PANEL # 480212-0175B	DATED SEPT. 04, 1991	
RECORDED IN VOLUME N/A,	PAGE N/A,	REAL PROPERTY RECORDS, PASO COUNTY, TEXAS	



BEING A PORTION OF TRACT 1D, SECTION 39, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONDE INC.  
6080 SURETY SUITE 100  
EL PASO, TEXAS 79905

CADD FILE: S:\E\TDE E\213

SCALE: 1"=40'  
© COPYRIGHT 2013/CONDE INC.  
ALL RIGHTS RESERVED



## Attachment 4: Service Plan

### EXHIBIT "D"

#### CITY OF EL PASO ANNEXATION SERVICE PLAN

##### INTRODUCTION

This Service Plan (Plan) is made by the City of El Paso, Texas (City) pursuant to Chapter 43 Municipal Annexation of the Texas Local Government Code. This Plan is made specifically for a 0.0599-acre property located in the City's East Extraterritorial Jurisdiction (ETJ), being a portion of Tract 1D, Section 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas. The area is more specifically described by metes and bounds in Exhibit "A" and the survey Exhibit "B", which are attached to the annexation ordinance of which this Plan is a part.

##### EFFECTIVE TERM

This Plan shall be in effect for a ten-year period commencing on the effective date of the annexation, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

##### INTENT

It is the intent of the City of El Paso that services under this Plan shall provide full municipal services in accordance with State law and the Compromise and Settlement Agreement entered into by the previous property owners and the City, such agreement being identified as Exhibit "E" and is attached to the annexation ordinance.

The City reserves the right guaranteed to it by Section 43.056(k) Texas Local Government Code, to amend this Plan if the City Council determines that changed conditions or subsequent occurrence or any other legally sufficient circumstances exist under the Local Government Code, or other Texas laws to make this Plan unworkable or obsolete or unlawful.

##### SERVICE COMPONENTS

This Plan includes three service components: (1) Immediate Services Program, (2) Additional Services, and (3) a Capital Improvement Program.

As used in this Plan, providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities; governmental entities and other public service organizations to provide such services by contract, in whole or in part. It may also include separate agreements with associations or similar entities.

##### 1. Immediate Services Program

The following services will be provided in the annexation area immediately upon the effective date of the annexation, unless otherwise noted.

- a. Police Protection. The El Paso Police Department will provide protection and law enforcement services in the annexation area on the effective date of annexation. These services include:



- normal patrols and responses;
  - handling of complaints and incident reports;
  - special units, such as, traffic enforcement, criminal investigations, narcotics, gang suppressions, and special weapons and tactics team.
- b. Fire Protection. The El Paso Fire Department will provide emergency medical services and fire protection services in the annexation area, on the effective date of annexation. These services include:
- fire suppression and rescue;
  - emergency medical services;
  - hazardous materials mitigation and regulation;
  - emergency prevention and public education efforts;
  - construction plan review;
  - inspections.
- c. Solid Waste Collection. No solid waste collection services will be available within the annexation area except for the following:
- dead animal collection - dead animals are removed from roadways upon request.
- d. Maintenance of Water and Wastewater Facilities. The City's Public Service Board/El Paso Water Utilities (EPWU) will maintain water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility and as governed by their Rules and Regulations. The subject property is not located within the City of El Paso Impact Fee area.
- e. Maintenance of Roads and Streets, Including Street Lighting. The City of El Paso will maintain public streets over which the City has jurisdiction. These services include:
- emergency pavement repair;
  - ice and snow monitoring of major thoroughfares
  - maintenance of public streets on as-needed basis and in accordance with established policies of the City.
- f. Maintenance of Parks, Playgrounds, and Swimming Pools. No public recreation facilities will be located within the annexation area however, the nearest public neighborhood park is located within 2,359 feet of the annexed area.

## 2. Additional Services

Certain services, in addition to the above services, will be provided within the annexation area. They are as follows:

- a. Drainage Services. El Paso Water Utilities/ Public Service Board will provide drainage maintenance in the annexation area in accordance with established policies of the City. Services include:
- maintenance of existing public ponding areas and retention dams;
  - storm sewer maintenance;
  - emergency spills and pollution complaints response related to storm drainage systems;

The following services will be provided by the City Development's Land Development Division:

- watershed development review and inspection;
  - flood plain office (information relating to flood plains).
- b. Public Library Department. No library facilities will be located within the annexation area however, the nearest public library is located 2,359 feet from the annexed area.
- c. Inspection Services. The City of El Paso will provide inspection services including building, electrical, plumbing, gas, engineering, housing and environmental. These inspections services will be provided as necessary to the annexation area.
- d. Department of Public Health. All of the Public Health services codes and regulations will be extended to the annexed area on the effective date of annexation
- e. Planning and Zoning. All land annexed shall be classified in the R-F zoning district, unless the applicant submits a rezoning application which will be subject to a public hearing by the City Plan Commission on the appropriate zoning classification and action by the City Council.
- f. Other Services. The City will provide all other services not specifically listed above, in the annexed area according to established City policies and procedures.

### 3. Capital Improvements Program

The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary. Any such construction or acquisition shall begin within two and a half (2 ½) years of the effective date of the annexation and shall be substantially completed within four and half (4 ½) years after that date. Construction of any capital improvement within the annexation area will be done in accordance with the established policies of the City.

- a. Police Protection. No capital improvements are necessary to serve the annexed area.
- b. Fire Protection. No capital improvements are necessary to serve the annexed area.
- c. Solid Waste Collection. No capital improvements are necessary to serve the annexed area.
- d. Water and Wastewater Facilities. Water and wastewater service will be provided in accordance with the El Paso Water Utility's Rules and Regulations. Capital improvements will be initiated pursuant to the facilities plan for the annexed area. Water and Wastewater services to new subdivisions will be provided according to the standard policies and procedures of the El Paso Water Utilities, which may require the developer of a new subdivision to install water and wastewater utility lines. The extension of water and sewer service will be provided in accordance with the adopted Rules and Regulations of the El Paso Water Utilities.



- e. Roads and Streets. Road or street related capital improvements will be built once the annexation is finalized. In general, the City will acquire control and jurisdiction of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures.
- f. Parks, Playgrounds and Swimming Pools. No capital improvements are necessary to serve the annexed area.
- g. Drainage Facilities. No capital improvements are necessary to serve the annexed area
- h. Street Lighting. The developer will install public street lighting in accordance with the City's standard policies and procedures.
- i. Other Publicly Owned Facilities, Building or Services: In general, other City functions and services, and the additional services described above can be provided for the annexation area by using existing capital improvements. Additional capital improvements are not necessary to provide City services.
- j. Capital Improvement Planning. The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services in accordance with established policies of the City.

#### **AMENDMENT: GOVERNING LAW**

This Plan may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes. This Plan is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules regulations of governmental bodies and officers having jurisdiction.

#### **FORCE MAJEURE**

In case of an emergency, such as force majeure as that term is defined in this Plan, in which the City is forced to temporarily divert its personnel and resources away from the annexation area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexation area of the level described in this Plan as soon as possible. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions, and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute Force Majeure.



# Recommendation/Public Input

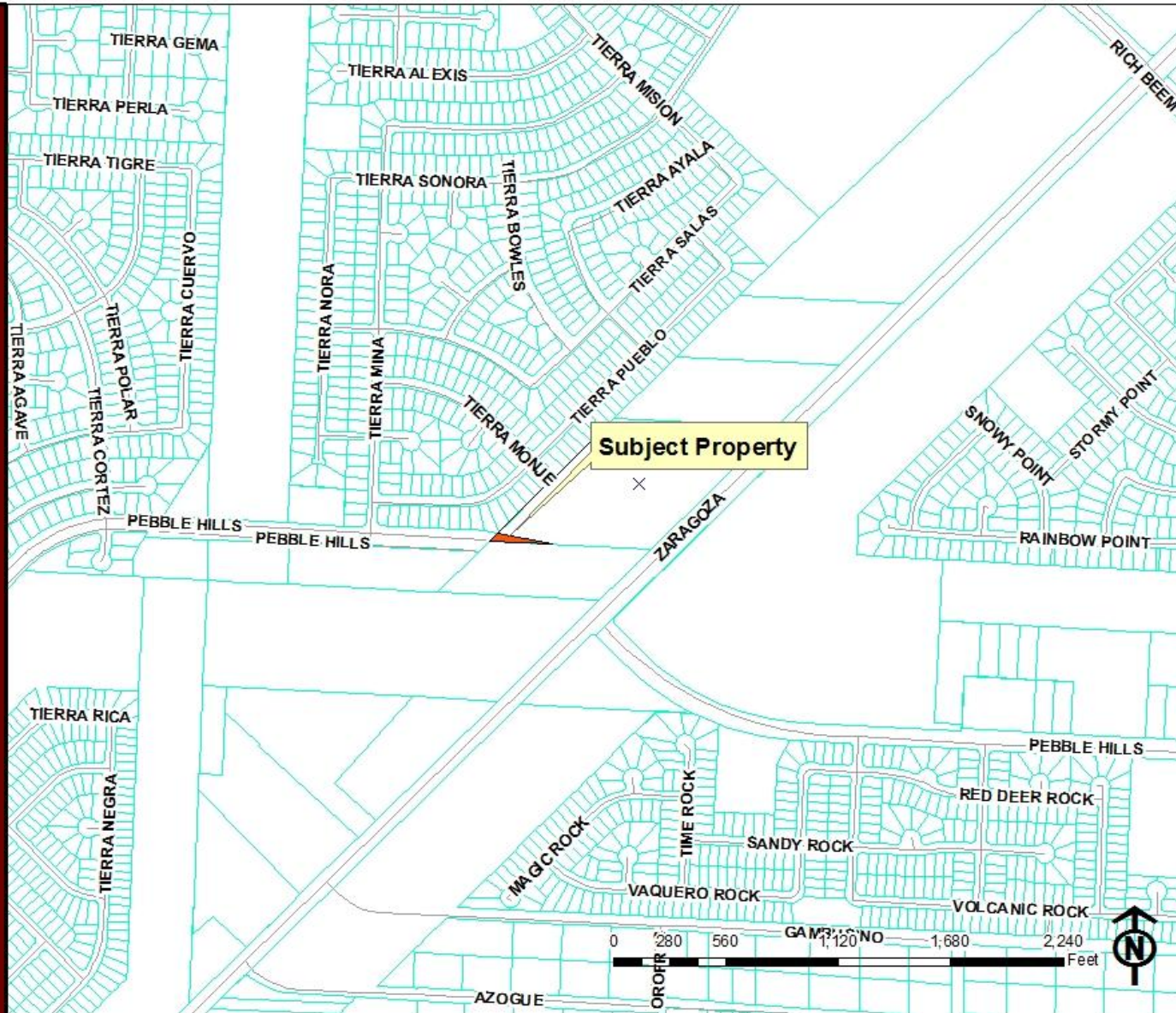
- **Planning & Inspections Recommendation:** Approval
- **CPC Vote:** Unanimous Approval
- No public communication in support or opposition to this request.

## Strategic Goal #3 - Promote the Visual Image of El Paso

- 3.1 Provide business friendly permitting and inspection processes
- 3.2 Improve the visual impression of the community



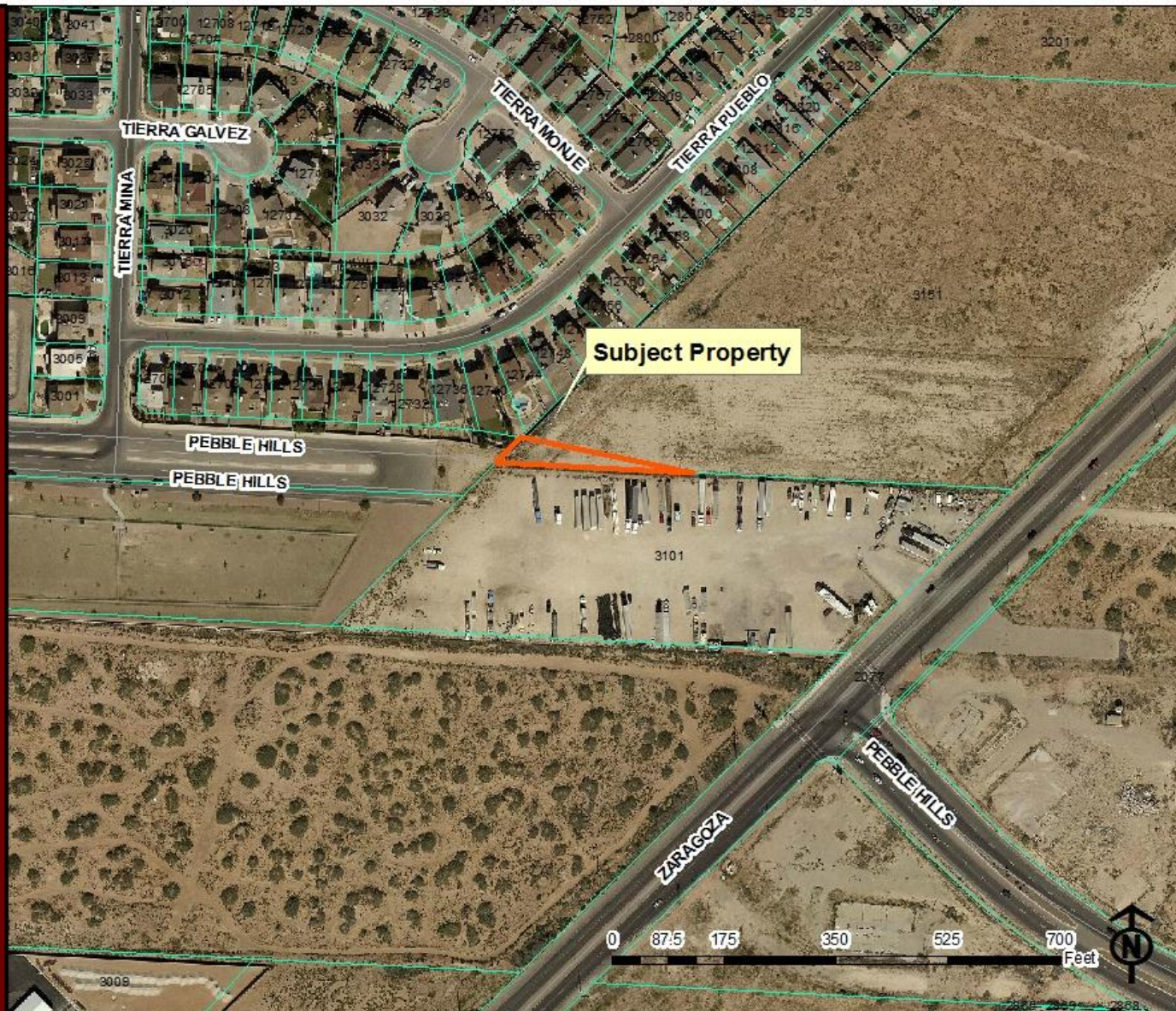
SUAX13-000001







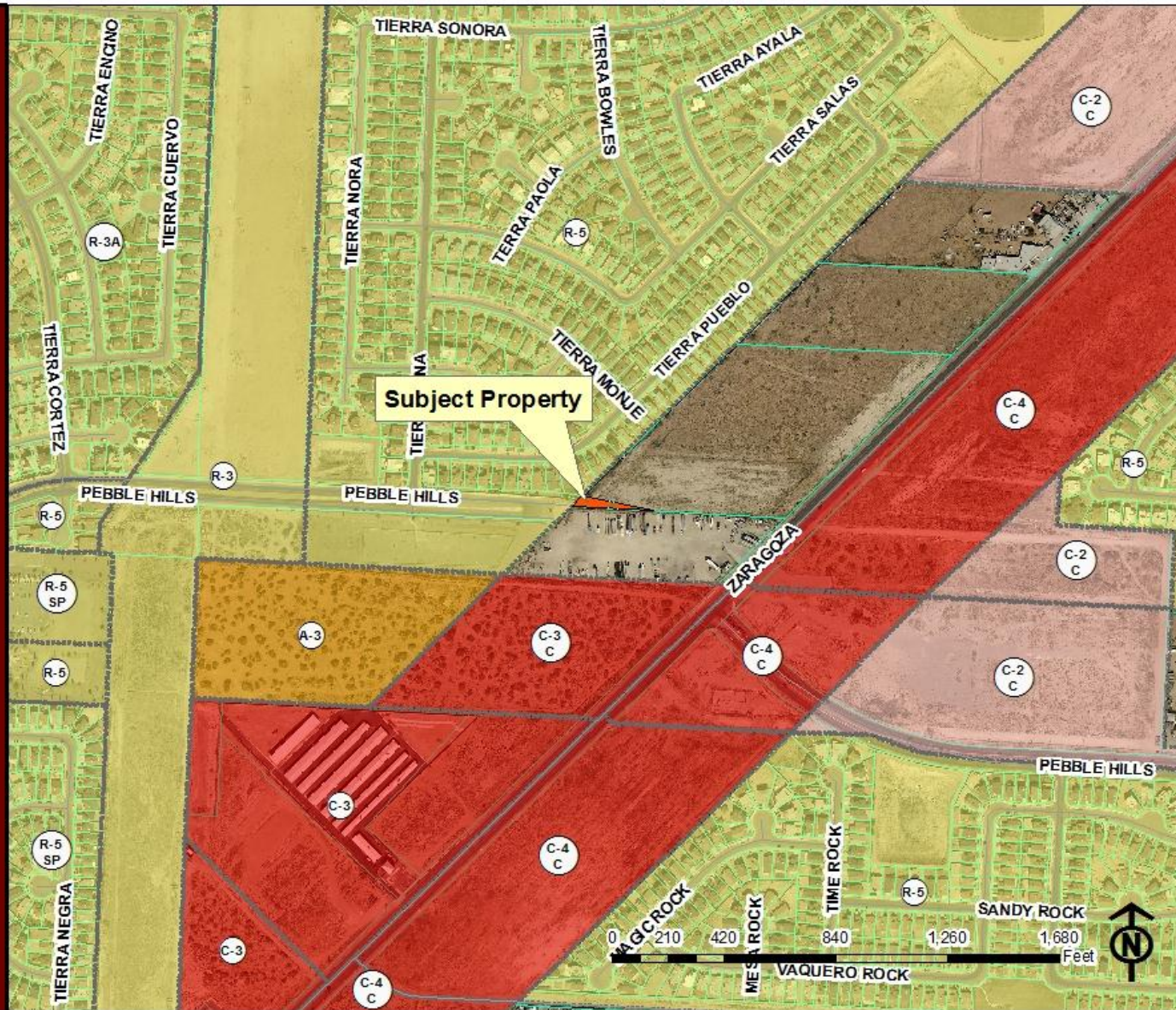
SUAX13-000001







SUAX13-000001

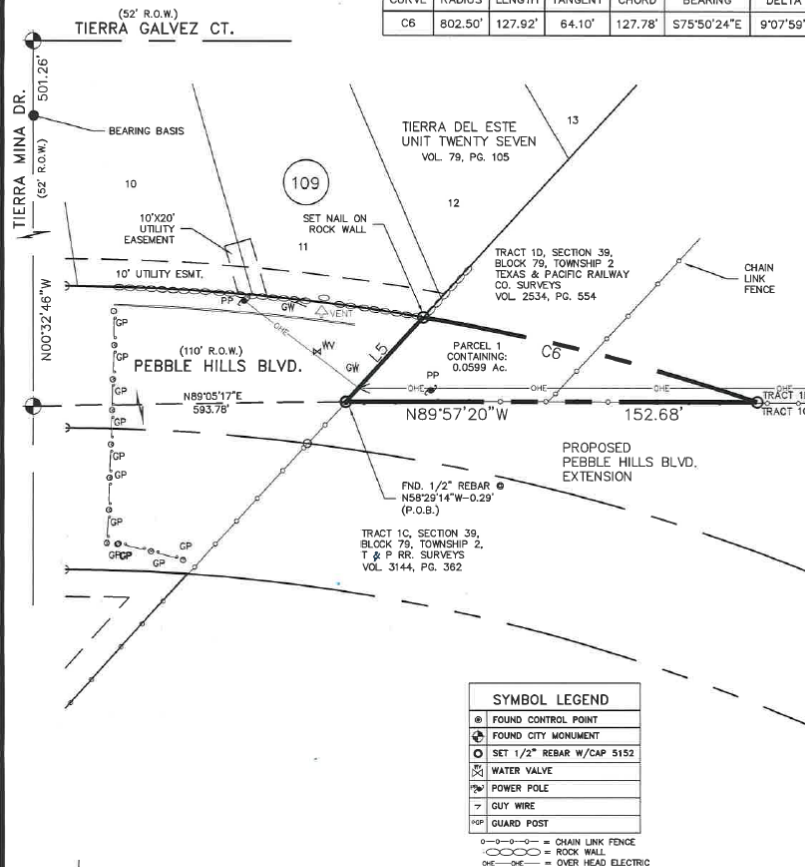


NOTES:

1. BEARINGS BASED AS PER PLAT OF TIERRA DEL ESTE UNIT TWENTY SEVEN AS RECORDED IN VOLUME 79, PAGE 105, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

LINE TABLE		
LINE	LENGTH	BEARING
L5	42.58	N42°31'32"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C6	802.50'	127.92'	64.10'	127.78'	S75°50'24"E	9°07'59"

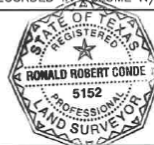


CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN. ONLY PLATTED EASEMENTS ARE SHOWN.

RON R. CONDE R.P.L.S. #5152

JOB # 113-18	DATE: FEBRUARY 11, 2013	FIELD: M.C.	OFFICE: F.R.
LOCATED IN ZONE X	PANEL # 480212-0175B	DATED SEPT. 04, 1991	
RECORDED IN VOLUME N/A,	PAGE N/A,	REAL PROPERTY RECORDS, PASO COUNTY, TEXAS	



BEING A PORTION OF TRACT 1D, SECTION 39, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONDE INC.  
6080 SURETY SUITE 100  
EL PASO, TEXAS 79905

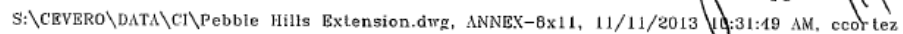
CADD FILE: S:\E\TDE E\213

SCALE: 1"=40'

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BEING TRACT 1C, SECTION 39, BLOCK 79, TOWNSHIP 2,  
TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS,  
EL PASO COUNTY, TEXAS.  
CONTAINING 5.0078 ACRES

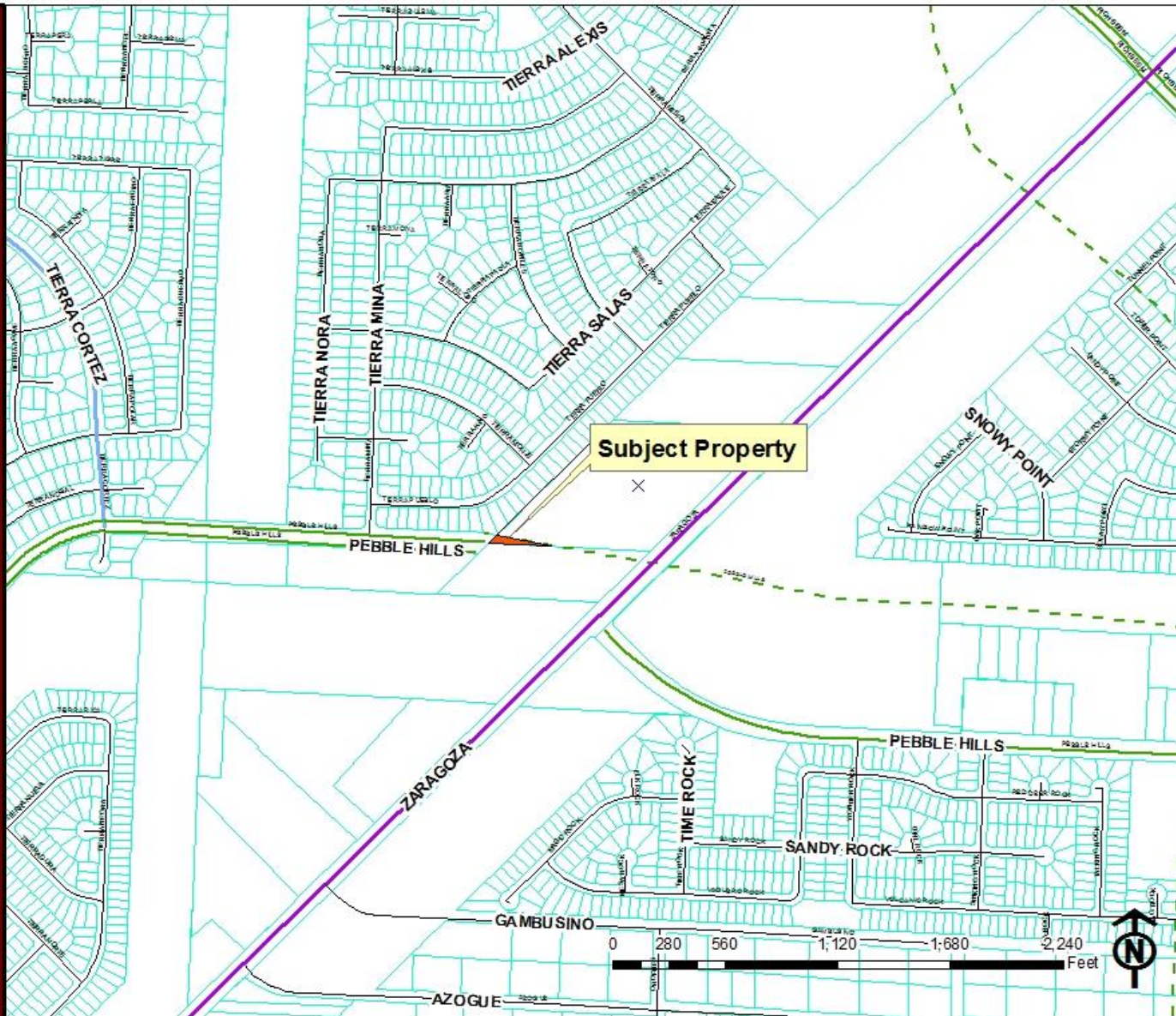


BEING TRACT 1C AND PORTION OF TRACT 1D, SECTION 30,  
AND PORTION OF TRACT 2C, SECTION 46, BLOCK 78,  
TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS,  
EL PASO COUNTY, TEXAS,  
CONTAINING 5.2218 ACRES  
PRELIMINARY PLAT

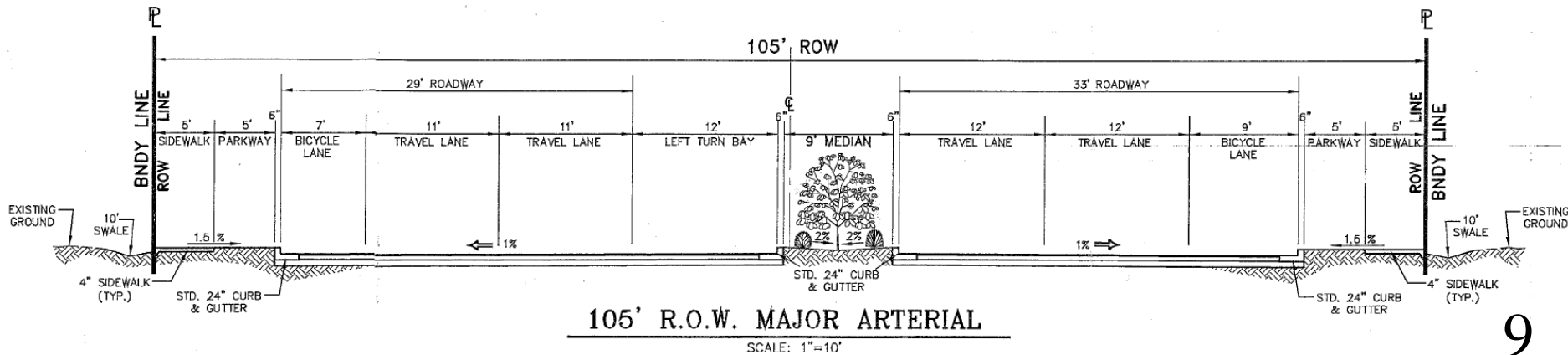
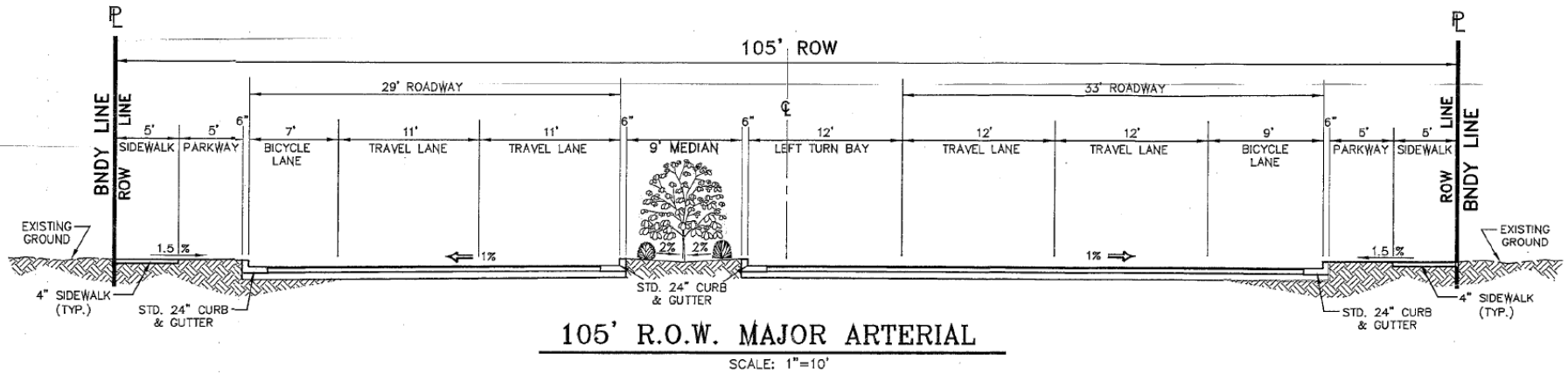
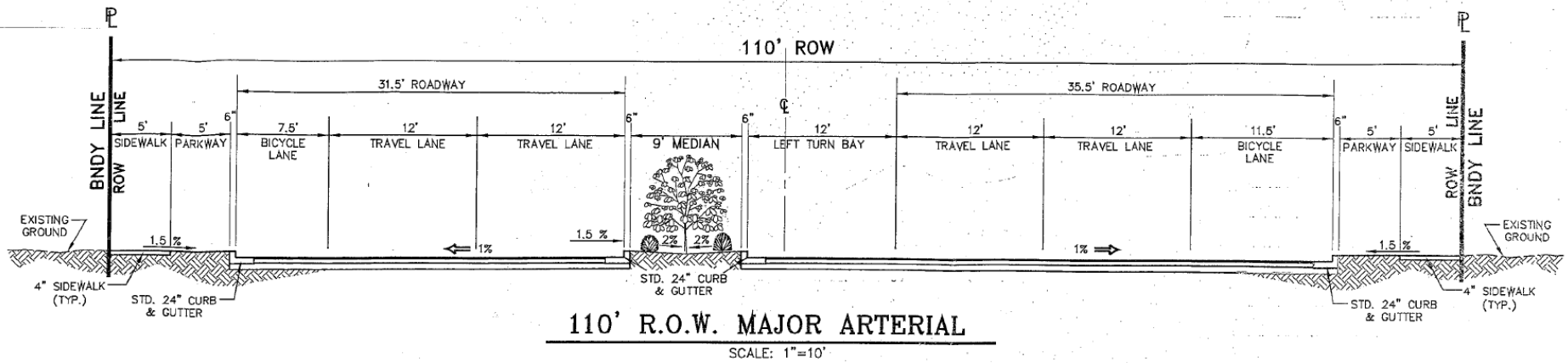




SUAX13-000001











Provides a program under which the City will provide full municipal services no later than 2 ½ years after the effective date of the annexation. (TLGC, 43.056).



SUAX13-000001

