

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

CITY CLERK DEPT
2020 MAR 12 PM 3:07

DEPARTMENT: Economic and International Development

AGENDA DATE: March 17, 2020

CONTACT PERSON: Elizabeth K. Triggs, (915) 212-1619
TriggsEK@elpasotexas.gov

DISTRICT(S) AFFECTED: 1 and 4

SUBJECT:

A resolution that the City Manager is authorized to sign an Entitlement Agreement in a form substantially similar to the attached document between the City of El Paso and FSW Investments, L.P., a Texas limited partnership ("FSW Parent"), FSW INVESTMENTS I, LP, a Texas limited partnership ("FSW I"), FSW INVESTMENTS II, LP, a Texas limited partnership ("FSW II"), FSW INVESTMENTS III, LP, a Texas limited partnership ("FSW III"), FSW INVESTMENTS IV, LP, a Texas limited partnership ("FSW IV"), FSW INVESTMENTS V, LP, a Texas limited partnership ("FSW V"), FSW INVESTMENTS VI, LP, a Texas limited partnership ("FSW VI"), FSW INVESTMENTS VII, LP, a Texas limited partnership ("FSW VII"), FSW INVESTMENTS VIII, LP, a Texas limited partnership ("FSW VIII"), FSW INVESTMENTS IX, LP, a Texas limited partnership ("FSW IX"); FSW INVESTMENTS X, LP, a Texas limited partnership ("FSW X" and together with FSW Parent, FSW I, FSW II, FSW III, FSW IV, FSW V, FSW VI, FSW VII, FSW VIII and FSW IX "FSW"), and SCARBOROUGH ELP DEVELOPMENT, LLC a Texas limited liability company ("Scarborough" and together with FSW, the "Owner"). The City and Owner are individually referred to as a "Party" and are collectively referred to as the "Parties." setting forth the rights and responsibilities of the parties to allow for the development of a proposed master planned community to be located on the 2,313 acres owned by FW Investment, L.P. in northeast El Paso, Texas.

BACKGROUND/DISCUSSION:

On November 13, 2018, the City of El Paso (the "City") and FSW Investments, L.P. ("FSW"), entered into an agreement for the exchange of 2,313 acres of land owned by the City and located in northeast El Paso for 44 acres of land owned by FSW and located in northwest El Paso, both of which are valued equally. The purpose of the exchange is to: 1) facilitate the development of a Great Wolf Lodge, the City's first resort hotel, on the 44 acres of land located in northwest El Paso and 2) mitigate safety and access issues for isolated communities in northeast El Paso, located just south of the 2,313 acres of land included in the land exchange agreement, while also encouraging planned and contiguous development within City limits on the 2,313 acres of raw undeveloped land.

As a condition precedent to the closing of the land exchange between FSW and the City, it was agreed via the November 13, 2018 agreement, as amended, that the City and FSW would enter into a mutually agreeable entitlement agreement wherein the obligations of each party with respect to the development of the 2,313 acres located in northeast El Paso would be clearly laid out and agreed upon. The proposed resolution and attached entitlement agreement fulfill this requirement.

PRIOR COUNCIL ACTION:

On October 2, 2018, the El Paso City Council created Tax Increment Reinvestment Zone No. 13 for the purpose of improving safety and access in the area, while also promoting mixed-use development within northeast El Paso. The creation of the Zone provides a mechanism by which the 2,313 acres of City-owned land located in northeast El Paso and the 44 acres of FSW-owned land located in northwest El Paso may be exchanged. Later, on November 13, 2018, the City authorized its entrance into a land exchange agreement with FSW with the requirement that the parties execute an entitlement agreement outlining the obligations of each party in the development of the 2,313 acres of land located in northeast El Paso. The proposed resolution and attached agreement satisfy this requirement if approved by the City Council.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD/COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Jessica Herrera, Director
Economic & International Development

RESOLUTION

WHEREAS, FSW Investments, L.P. ("Owner") owns 2,313 acres within the municipal boundaries of the City of El Paso, Texas (the "Property"), and

WHEREAS, on November 13, 2018, the City Council of the City of El Paso (the "City") passed and approved Ordinance No. 018871 authorizing the City to enter into a Land Exchange with Owner, with the requirement that the parties execute an Entitlement Agreement (the "Agreement") regarding the Property; and

WHEREAS, the parties desire that the Property be developed as a master planned community, with open space and other public amenities to benefit the residents of the master planned community as well as other residents of the City; and

WHEREAS, the Property is located within a Municipal Management District created in accordance with Section 59, Article XVI, Texas Constitution (the "MMD"); and

WHEREAS, the Property is located within Tax Increment Reinvestment Zone Number 13, City of El Paso, Texas (the "TIRZ"), created pursuant to Chapter 311, Texas Tax Code (the "TIRZ Act"); and

WHEREAS, development of the Property will require the planning, engineering, design, construction, installation, operation and maintenance of public improvements and public amenities (collectively, "MMD Improvements"); and

WHEREAS, the planning, engineering, design, construction, installation, operation and maintenance of the MMD Improvements will facilitate and encourage development within the Property that will significantly enhance economic growth and tax revenues to the City and other taxing jurisdictions; and

WHEREAS, pursuant to the Agreement, the Owner shall be responsible for the planning, engineering, design, construction and installation of specified MMD Improvements; and

WHEREAS, pursuant to the TIRZ Act, the City may enter into the Agreement to implement the TIRZ Project and Financing Plans (the "Final TIRZ Plan"); and

WHEREAS, the City by Ordinance No. _____ adopted by the City Council on March 17, 2020 amended the Final TIRZ Plan to include the MMD Improvements and further resolved on that same day to pledge TIRZ revenue to reimburse the MMD for the planning, engineering, design, construction and installation of the MMD Improvements in accordance with the terms of this Agreement; and

WHEREAS, the City has determined that the Agreement will ensure that the City grows in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; preserve the environment; enhance property values; and provide for the expansion of the City's tax base; and

WHEREAS, pursuant to Sections 311.010 of the TIRZ Act, the City Council of the City has the authority to dedicate, pledge, or otherwise provide for the use of TIRZ revenue, to pay any project cost identified in the Final TIRZ Plan, including costs related to MMD Improvement costs which have been identified as project costs in the Final TIRZ Plan; and

WHEREAS, pursuant to Section 375.201, Texas Local Government Code, the MMD may issue bonds payable from and secured by ad valorem taxes, assessments, contracts, and other sources, including revenues under a contract; and

WHEREAS, pursuant to Section 375.203, Texas Local Government Code, the MMD is authorized to pledge to the payment of its bonds income from improvement projects or from any other source, including all or any part of any revenues received from any public or private source; and

WHEREAS, the parties are authorized to enter into this Agreement under Applicable Law, including but not limited to the TIRZ Act;

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

That the City Manager is authorized to sign an Entitlement Agreement between the City and FSW INVESTMENTS I, LP, a Texas limited partnership, FSW INVESTMENTS II, LP, a Texas limited partnership, FSW INVESTMENTS III, LP, a Texas limited partnership, FSW INVESTMENTS IV, LP, a Texas limited partnership, FSW INVESTMENTS V, LP, a Texas limited partnership, FSW INVESTMENTS VI, LP, a Texas limited partnership, FSW INVESTMENTS VII, LP, a Texas limited partnership, FSW INVESTMENTS VIII, LP, a Texas limited partnership, FSW INVESTMENTS IX, LP, a Texas limited partnership; FSW INVESTMENTS X, LP, a Texas limited partnership, and SCARBOROUGH ELP DEVELOPMENT, LLC a Texas limited liability company, in a form substantially similar to the attached document, setting forth the rights and responsibilities of the parties to allow for the development of a proposed master planned community to be located on the 2,313 acres owned by FSW Investment, L.P. in northeast El Paso, Texas.

APPROVED this _____ day of _____, 2020.

CITY OF EL PASO:

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Jessica Herrera, Director
Economic & International Development

Entitlement Agreement

Franklin Mountain Estates

THIS ENTITLEMENT AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2020 by and between the **CITY OF EL PASO, TEXAS** (the “City”), a Texas home rule municipal corporation, and **FSW INVESTMENTS, L.P.**, a Texas limited partnership (“FSW Parent”), **FSW INVESTMENTS I, LP**, a Texas limited partnership (“FSW I”), **FSW INVESTMENTS II, LP**, a Texas limited partnership (“FSW II”), **FSW INVESTMENTS III, LP**, a Texas limited partnership (“FSW III”), **FSW INVESTMENTS IV, LP**, a Texas limited partnership (“FSW IV”), **FSW INVESTMENTS V, LP**, a Texas limited partnership (“FSW V”), **FSW INVESTMENTS VI, LP**, a Texas limited partnership (“FSW VI”), **FSW INVESTMENTS VII, LP**, a Texas limited partnership (“FSW VII”), **FSW INVESTMENTS VIII, LP**, a Texas limited partnership (“FSW VIII”), **FSW INVESTMENTS IX, LP**, a Texas limited partnership (“FSW IX”); **FSW INVESTMENTS X, LP**, a Texas limited partnership (“FSW X” and together with FSW Parent, FSW I, FSW II, FSW III, FSW IV, FSW V, FSW VI, FSW VII, FSW VIII and FSW IX “FSW”), and **SCARBOROUGH ELP DEVELOPMENT, LLC** a Texas limited liability company (“Scarborough” and together with FSW, the “Owner”). The City and Owner are individually referred to as a “Party” and are collectively referred to as the “Parties.”

RECITALS

WHEREAS, on October 2, 2018 by Ordinance No. 018849, the City created the TIRZ to fund public improvements that alleviate congestion, address access and connectivity issues and spur balanced contiguous residential and commercial development in Northeast El Paso and will yield additional tax revenue to all taxing jurisdictions; and

WHEREAS, the City created the MMD located with the TIRZ boundary to promote, develop, encourage and maintain employment, commerce, transportation, housing, tourism, recreation, the arts, entertainment, economic development, safety and public welfare in the district; and

WHEREAS, the City entered into a Land Exchange Agreement dated October 30, 2018, as amended (“Land Exchange Agreement”) with FSW for the acquisition of the Property by FSW; and

WHEREAS, FSW sold a portion of the land to be exchanged with the City pursuant to the Land Exchange Agreement dated October 30, 2018 to Scarborough; and

WHEREAS, Scarborough will convey all of the land it acquired from FSW to the City so that the City will obtain the full benefit of its intended bargain under the Land Exchange Agreement dated October 30, 2018; and

WHEREAS, Scarborough is in the land development business; and

WHEREAS, the Property is located wholly within the TIRZ; and

WHEREAS, the Property also is located wholly within the MMD; and

WHEREAS, Developer intends to enter into an agreement with the MMD pursuant to which Developer will construct or otherwise acquire on behalf of the MMD certain public infrastructure,

including the MMD Improvements, and the MMD will issue its Bonds to reimburse Developer for such costs or otherwise reimburse Developer for such costs from other legally available funds; and

WHEREAS, in the event Developer/Owner or MMD constructs or otherwise causes the construction of the MMD Improvements, the City is agreeable to utilizing the TIRZ to pay to the MMD the Available TIRZ Revenue so that the MMD can issue additional Bonds to reimburse Developer or pay such Available TIRZ Revenue directly to Developer; and

WHEREAS, the Parties desire to enter into this Agreement to provide the terms under which Developer and/or the MMD shall construct the MMD Improvements in accordance with the terms of this Agreement; the City shall pay to the MMD the Available TIRZ Revenue; and the MMD shall reimburse Developer for those MMD Improvements constructed or otherwise funded by Developer.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties set forth in this Agreement, the City and Owner hereby agree as follows:

SECTION 1. RECITALS, WORDS AND PHRASES

- A. The recitals contained in this Agreement are incorporated herein as a part of this Agreement and are true and correct, constitute the findings of the Parties, form the basis upon which the Parties have entered into this Agreement and establish the intent of the Parties in entering into this Agreement.
- B. Words and phrases used in this Agreement shall have the meanings set in Section 2 of the Agreement or otherwise specifically defined in the Agreement. Terms that are not defined therein, but are defined in the City's Code of Ordinances ("Code"), shall be given the meanings set forth in the Code. Words and phrases not defined in the Code shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number; the word "shall" is always mandatory; and the word "may" is always permissive.

SECTION 2. DEFINITIONS

- A. "Act" means Chapter 3972, Special District Local Laws Code, which incorporates Chapter 375, Texas Local Government Code and other laws generally applicable to municipal management districts
- B. "Available TIRZ Revenue" means the total revenue deposited each calendar year into the Tax Increment Fund attributable to the City Increment collected on the Property as follows: (i) 75% of the ad valorem property taxes levied and collected by the City for that year on the Captured Appraised Value of real property taxable by the City and located within "Pod 1" of the Property beginning the year in which Completion of Construction of the initial building within said pod is achieved and continuing for a period of 25 years thereafter; (ii) 75% of the ad valorem property taxes levied and collected by the City for that year on the Captured Appraised Value of real property taxable by the City and located within "Pod 2" of the Property beginning the year in which Completion of Construction of the initial building within said pod is initiated and continuing for a period of 25 years thereafter; (iii) 75% of the ad valorem property taxes levied and collected by the City for that year on the Captured Appraised Value of real property taxable

by the City and located within “Pod 3” of the Property beginning the year in which Completion of Construction of the initial building within said pod is achieved and continuing for a period of 25 years thereafter; and (iv) 75% of the ad valorem property taxes levied and collected by the City for that year on the Captured Appraised Value of real property taxable by the City and located within “Pod 4” of the Property beginning the year in which Completion of Construction of the initial building within said pod is achieved and continuing for a period of 25 years thereafter; up to a maximum total amount equal to the Reimbursement Cap. The boundaries of each of PODs 1-4 are reflected in the attached **Exhibit “E”**.

- C. “Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, or order of any Governmental Authority or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to the Act and City Regulations.
- D. “Affiliate” shall mean an entity, partnership or corporation which Owner controls or in which Owner has a controlling interest.
- E. “Agreement” means this Entitlement Agreement between the City and Owner, including all exhibits, which are incorporated herein for all intents and purposes, and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.
- F. “Amenity Center(s)” means privately maintained recreational facilities for the benefit of the residents of all or any portion of the Property, which may include varying features such as, but not limited to, splash parks, sports practice fields, pools, playground equipment, covered pavilions, restrooms, frisbee golf courses, dog parks, or other recreational spaces.
- G. “Benchmark Tax Rate” means an MMD ad valorem tax rate (including the tax levied for debt and tax levied for maintenance operations of the MMD) of \$0.30 per \$100 of assessed value of taxable property in the MMD, as increased each year by the same percentage that the ad valorem tax rate of the City (levied for both debt and maintenance purposes) increases from the previous year. No decrease to the Benchmark Tax Rate shall occur in the event of a decrease in the combined ad valorem tax rate of the City.
- H. “Board” means the Board of Directors of the MMD.
- I. “Bond Documents” means, for each series of Bonds, (i) the order or resolution for the MMD authorizing issuance of the Bonds, (ii) any trust indenture entered into in connection with the Bonds, and (iii) any other agreements entered into by the MMD to accommodate the issuance of the Bonds.
- J. “Bonds” means bonds, notes, credit agreements, or other obligations authorized by Applicable Law to be issued or executed by the MMD, whether in one or more series, to pay or reimburse MMD Costs and/or for other MMD purposes and secured by ad valorem taxes and/or any other revenue authorized by Applicable Law and this Agreement. The term specifically includes MMD Tax Bonds, and Combination Bonds.
- K. “Captured Appraised Value” means the taxable value on real property for such tax year in excess of the taxable value of such real property as of January 1, 2018. (taking into account such property being subject to any special valuations).

- L. "City" means the City of El Paso, Texas, a Texas home rule municipal corporation.
- M. "City Council" means the governing body of the City.
- N. "City Increment" means the amount of revenue in the TIF Fund that is seventy-five percent (75%) of the ad valorem property taxes levied and collected by the City for that year on the Captured Appraised Value of real property taxable by the City and located within the TIRZ.
- O. "City Regulations" means all applicable ordinances, rules and regulations of the City including, but not limited to, the Master Zoning Plan and all applicable statutes, rules and regulations of the State of Texas and its agencies and other political subdivisions and governmental entities, if any, having jurisdiction over the Property.
- P. "Combination Bonds" means Bonds issued to pay or reimburse MMD Costs and secured by MMD Bond Tax Revenue and Available TIRZ Revenue and any other revenue authorized by Applicable Law and pledged (or otherwise dedicated, committed and/or made available) as security for the Combination Bonds.
- Q. "Completion of Construction" shall mean that a certificate of occupancy has been issued for the first permanent building constructed within a pod.
- R. "Developer" means Scarborough or any Assignee of Owner as described in Section 31 of this Agreement to whom rights as Developer are expressly assigned
- S. "Development Standards" shall mean the Franklin Mountain Estates Covenants, Conditions, and Restrictions (the "Franklin Mountain Estates CC&Rs"), to be established by Owner and applicable to and enforceable against all or any portion of the Property, as further described in Section 5 of this Agreement.
- T. "Effective Date" means the date that Owner become the owner of the Property as evidence by the recording of Deed(s) in the Real Property Records for El Paso County, Texas.
- U. "Final TIRZ Plan" means the Project Plan and Financing Plan, approved by the TIRZ Board of Directors on the 17th day of March, 2020, and approved by Ordinance No. _____ adopted by the City Council, as may be further modified and amended.
- V. "Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence, and (iv) could not be avoided by the Party who suffers it by the exercise of commercially reasonable efforts. "Force Majeure" specifically shall include: (i) natural phenomena, such as storms, floods, lightning and earthquakes; (ii) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (iii) transportation disasters, whether by ocean, rail, land or air; (iv) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (v) fires; and (vi) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority or a Party to this Agreement) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the

following events: (i) economic hardship; (ii) changes in market condition; (iii) any strike or labor dispute involving the employees of Owner/Developer or any Affiliate of the Owner/Developer, other than industry or nationwide strikes or labor disputes; (iv) weather conditions which could reasonably be anticipated by experienced contractors operating in the relevant location; (v) the occurrence of any manpower, material or equipment shortages; or (vi) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Owner/Developer or any Affiliate of Owner/Developer, or any construction contracts for the MMD Improvements.

- W. "Governmental Authority" means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.
- X. "Initial MMD Improvements Budget" means the budget reflected in the attached Exhibit "L."
- Y. "Land Development Applications" means applications that are submitted with subdivision plats as required in accordance with Title 19 of the City Code.
- Z. "Master Zoning Plan" or "MZP" means the Northeast Master Zoning Plan prepared by Kimley Horn and approved on March 17, 2020 by Ordinance No. _____, attached as **Exhibit D** to this Agreement.
- AA. "MMD" means the City of El Paso Municipal Management District No. 1 and its successors and assigns as a separate political subdivision within the City created under Section 59, Article XVI, Texas Constitution, and consented to by resolution adopted by the City Council of the City of El Paso on the 17th day of March, 2020.
- BB. "MMD Costs" means the estimated cost of the MMD Improvements, as identified on **Exhibit C**.
- CC. "MMD Bond Tax Revenue" means all revenue available to the MMD for any given year from the levy and collection of ad valorem debt service taxes on all taxable property within the MMD reduced by costs and expenses of collection of such taxes.
- DD. "MMD Improvements" means the planning, engineering, design, acquisition, construction, improvement, operation and maintenance of public improvements and public amenities, to include, but not necessarily limited to: water, sanitary sewer, drainage and stormwater management systems; roads, streets and bridges; sidewalks; landscaping; lighting, signs and wayfinding; hiking and cycling paths and trails; pedestrian walkways and crosswalks; parks, including work done for drainage and recreation, recreational facilities, open space and hike and bike trails which are designed, constructed and installed whether inside or outside the boundaries of the MMD, as identified in **Exhibit C**.
- EE. "MMD Improvements Budget" means the five-year capital improvements budget approved by the City Council as identified by the Act.
- FF. "MMD Tax Bonds" means bonds issued by the MMD to pay or reimburse costs for MMD Improvements and secured only by MMD Bond Tax Revenue.

- GG. "Off-Site Improvements" means MMD Improvements located outside the boundaries of the Property, including, but not necessarily limited to: roadway infrastructure (including, but not limited to, traffic control devices, intersection and signalization improvements, roadway lighting and roadway-related storm drainage facilities), and landscaping as set forth in Section 6 of this Agreement.
- HH. "Property" means that certain real property as shown in **Exhibit A**.
- II. "Reimbursement" means a payment made by the City to the MMD on a yearly basis to the MMD under the terms of this Agreement computed with reference to MMD Improvement Costs for that year, subject to the limits of Available TIRZ Revenue and the Reimbursement Cap. Under no circumstances shall the annual Reimbursement exceed the Available TIRZ Revenue.
- JJ. "Reimbursement Cap" means the total Reimbursement amount payable by the City under this Agreement, which shall not exceed the total of (i) the actual cost of the MMD Improvements (which cost shall not exceed \$328,098,000), plus (ii) the cost of issuing Bonds to finance or reimburse Developer for the MMD Improvements, plus (iii) the annual interest to be paid by the MMD on such Bonds.
- KK. "Reimbursement Submittal Package" means the documentation required to be supplied to the City by the MMD on a yearly basis as a condition of receipt of such Reimbursement, with such documentation more fully described in Section 11 of this Agreement.
- LL. "Residential Development" means the construction of new one-, two, three- and four-family dwelling units within the Property's boundaries, to include accessory buildings, structures, fences, and swimming pools, provided all such accessory buildings, structures, fences and swimming pools are located on the same site or lot and are under the same ownership as the principal building or structure.
- MM. "Residential Permitting and Inspection Program" or "Program" means the Residential Development permitting and inspection program referenced in Section 10.
- NN. "Revised MMD Boundary" means the boundary of the MMD reflected in Exhibit "K" and as modified pursuant to Section 20(E).
- OO. "Tax Increment Fund" or "TIF Fund" means the tax increment fund for the TIRZ created by the City, at a bank or banks selected by the City, into which all TIRZ Revenue shall be deposited.
- PP. "Technology Fee" shall be the annual fee payable to the City by the MMD for use of the City's permitting management system and audit and other services provided by the City in relation to the Residential Permitting and Inspection Program as set forth in Section 10 of this Agreement.
- QQ. "Term" means 50 years beginning on the Effective Date.
- RR. "TIRZ" means Tax Increment Reinvestment Zone Number 13, City of El Paso, Texas created pursuant to the authority of Chapter 311, Texas Tax Code, by Ordinance No. 018849 adopted by the City Council of the City of El Paso on October 2, 2018, as amended.
- SS. "TIRZ Act" means Chapter 311, Texas Tax Code, as amended.

SECTION 3. TERM

The Effective Date of this Agreement shall be the date set forth in Section 2(T) of this Agreement. The Term of this Agreement shall be 50 years beginning on the Effective Date.

SECTION 4. BOND ISSUANCE APPROVAL

- A. Approval of MMD Improvements Budget. The City does hereby approve the MMD Improvements Budget attached hereto as **Exhibit "L"** ("Initial MMD Improvements Budget") constituting a five-year capital improvements budget allowed pursuant to Texas Local Government Code Section 375.207. The MMD may finance the MMD Improvements and issue Bonds as set forth and subject to the limitations in the Initial MMD Improvements Budget without any further approvals from the City for the period necessary to fund such MMD Improvements. Prior to or upon expiration of the five-year period covered by the Initial MMD Improvements Budget and during each five-year period thereafter, the MMD shall submit to the City for City Council approval MMD Improvements Budgets for subsequent five-year periods and such budgets must comply with the Act. City Council approval of each such budget shall not be unreasonably withheld. The MMD may submit to the City for City Council approval (which will not be unreasonably withheld) updates or other amendments to any MMD Improvements Budget as may be required to reflect changes in anticipated infrastructure capital and financing requirements. Changes to any MMD Improvements Budget shall be effective only upon approval by the City Council.
- B. General Bond Authority. The Act provides that for payment of all or part of an MMD Improvement, the Board may issue bonds in one or more series payable from and secured by ad valorem taxes, assessments, revenues, grants, gifts, contracts, leases or any combination of those funds. The Act authorizes the MMD to borrow money by issuing Bonds for MMD Improvements, and provides that such Bonds may be secured by and payable from ad valorem taxes, assessments, other revenue or a combination thereof, as authorized by the Act. Pursuant to such authority and subject to the limitations of this Agreement, the MMD may borrow money by issuing Bonds for any MMD purposes and to secure and pay such Bonds as provided by this Agreement using MMD Bond Tax Revenue, Available TIRZ Revenue, and any other revenue authorized by the Act.
- C. Combination Bond Authority. This Section 4(C) authorizes the MMD to issue Combination Bonds in a combined aggregate principal amount determined by the Board, in compliance with and subject to the limitations of Article IV that will yield net bond proceeds sufficient to pay the actual costs and expenses of designing, constructing, and installing MMD Improvements as identified in **Exhibit C** up to the Reimbursement Cap. Cost savings achieved for any line item of MMD Costs, as estimated in **Exhibit C** may be added to any other line item. Combination Bonds may be issued to pay the costs of issuance of the Bonds and to reimburse the Developer for interest carry costs according to the provisions of the Texas Administrative Code ("TAC") Title 30 Rule 293.50.
- D. Conditions to Bond Issuance. All MMD Bonds must comply with the following limitations:
1. All Bonds shall be marketable on a cost-effective basis and shall be issued on commercially reasonable terms, all as determined by the Board.
 2. The purposes for which Bonds may be issued shall be limited to payment of MMD Costs, including any other costs and expenses authorized by the Act and this Agreement.

3. All Bonds shall be secured and payable solely from revenue authorized by the Act and this Agreement.
 4. Bonds payable in whole or in part from ad valorem taxes must be approved by MMD voters at, one or more elections held for such purpose in accordance with the Act and other Applicable Law, which voter approval may be obtained in the form of one or more bond authorization elections conducted within the MMD.
 5. Combination Bonds may be issued by the MMD provided that the principal and interest that will be payable on any outstanding MMD Tax Bonds and the proposed Combination Bonds can be paid from a MMD ad valorem debt service tax that does not exceed the Benchmark Tax Rate, when combined with the MMD's then current maintenance and operations tax rate (and taking into account the Available TIRZ Revenue each year). Prior to the issuance of Combination Bonds, the MMD must certify to the City that the proposed Combination Bonds to be issued is not projected to exceed the Benchmark Tax Rate (when combined with the MMD's then current maintenance and operations tax rate) at the time of issuance, based upon: (i) a schedule of existing and projected taxable values prepared by the MMD's financial advisor; (ii) expected capitalized interest; and (iii) projected Available TIRZ Revenue each year (as determined by the MMD's financial advisor) that are and will be pledged to or available for the payment of principal and interest on the outstanding and proposed Combination Bonds.
 6. If Bonds are issued to refund outstanding Bonds ("Refunding Bonds"), the issuance of such Refunding Bonds must result in an overall debt service savings to the MMD and may not extend the final maturity of the Bonds being refunded.
- E. Notice Required. The MMD shall provide the City, no later than 30 days prior to each issuance of MMD Bonds subject to the Benchmark Tax Rate, with a certification by the Board that the MMD has complied with the provisions of Section 4(D).
- F. Temporary Trailer. The Owner/Developer shall have the right to maintain a trailer or temporary building or structure on the Property commencing on the Effective Date as deemed necessary by Owner/Developer or the MMD.

SECTION 5. OBLIGATIONS AND RULES FOR DEVELOPMENT WITHIN THE MMD

A. Developer Obligations.

1. Development Standards. Prior to Completion of Construction, the Developer shall establish Development Standards for the portion of the Property being developed that at a minimum meet the requirements of applicable City Regulations. Developer shall make the requirements of the Development Standards, applicable to and enforceable against such portion of the Property by incorporating such requirements in (i) the covenants, conditions and restrictions (the "Franklin Mountain Estates CC&Rs,") to be recorded with respect to such portion of the Property, (ii) in each contract for sale by Developer of such portion of the Property, and (iii) to the extent required by law, the bylaws, documents and proceedings of the homeowners or property owners association having jurisdiction over such portion of the Property. Owner within 30 days after recording the Development

Standards in the real property records of El Paso County, Owner shall deliver a copy thereof to the City.

2. Amenity Centers. Developer anticipates the construction of one or more privately maintained Amenity Centers for the benefit of Property residents. These may include varying features such as splash parks, sports practice fields, pools, playground equipment, covered pavilions, restrooms, Frisbee golf courses, dog parks, or other recreational spaces. Amenities within each Amenity Center shall be determined based on market demands and demographics of future residents of the Property, however, Developer shall make a minimum investment of \$10,000,000 related to the design, construction and installation of such Amenity Center(s) over the full development of the Property ("Amenity Center Budget"). The portion of the Amenity Center Budget not included in the first capital improvements budget shall be adjusted for an annual 1.5% escalation factor commencing on the 6th capital improvement budget year.
3. Trail System. In conjunction with Developer filing its Land Development Applications, Developer shall collaborate with the City to establish a master planned trail system within the Property shall, at a minimum, include the following components: (i) connections to any trail system within or abutting to the Property; (ii) connection to the Roundhouse trailheads located west of Martin Luther King Jr. Boulevard and a shall extend a trail to the location described in **Exhibit M**, attached hereto, for future connection by the city to the Lazy Cow trailhead to the Lazy Cow trail) and any other City's park or trail system abutting the Property; (iii) connections between neighborhoods within and abutting the Property; and (iv) connections to schools, parks and mixed-use or commercial areas within or abutting to the Property.
 - a. Further the trail system shall: (i) connect the intersection of McCombs St. and the Patriot Freeway to a trail on the Property that will end at the east side of Martin Luther King Jr. to align to the location of Roundhouse trailhead located west of Martin Luther King Jr. Blvd. (which will facilitate the City's future connections to the Lazy Cow trail), and (ii) connect McCombs Street and Martin Luther King Jr. Boulevard, via trails located adjacent to El Paso Water Utility's water supply project, commonly known as the Aquifer Storage Recovery ("ASR") project. Nothing herein shall require the MMD, Owner or Developer to construct a trail system outside the Property. Developer will not be responsible for providing any improvements or connection outside the Property.
 - b. All trails for each phase of development shall be identified at the time of Land Development Applications, as required by applicable City Regulations. To receive credit toward the minimum parkland dedication requirement identified in this Section, trails shall comply with applicable City Regulations.
4. Pedestrian Trail Access. Developer or the MMD shall construct pedestrian trail access improvements at the following key locations: (i) at McCombs Street to provide access between the east-west trail running along the ASR project and the Painted Dunes Golf Course; and (ii) at Martin Luther King, Jr. Boulevard to provide access between the east-west trail running along the ASR project to the Roundhouse Trailhead west of Martin Luther King, Jr. Boulevard. Pedestrian access will not include any above or below grade road crossing of McCombs Street or Martin Luther King, Jr. Boulevard and will be coordinated with the City as well as Texas Department of Transportation ("TxDot").

Nothing herein shall require the MMD, Owner or Developer to construct a trail system outside the Property.

5. Trail System Wayfinding. As part of the trail system, Developer shall design, construct, and install a standardized signage system that is clear, consistent and informative to enhance the overall trail system functionality and appearance. Such wayfinding signage shall be consistent with current city signage and shall be subject to approval by the City, which approval shall not be unreasonably withheld.

B. MMD Obligations.

1. MMD Improvements. MMD shall be responsible for the design, construction and installation of the MMD Improvements identified on **Exhibit C** to accommodate development of the Property.
 - a. All MMD Improvements shall be designed, constructed and installed as needed to accommodate such phase of the development in compliance with City Regulations.
 - b. MMD or Developer, acting on behalf of the MMD, shall advance funds for the purpose of the design, construction, installation, operating and maintenance of the MMD Improvements to serve and benefit the Property, in accordance with the development schedule of Developer.
 - c. Upon inspection and approval of the MMD Improvements by the City, the MMD, Owner/Developer shall dedicate or convey title to the completed portions to the City in accordance with City Regulations, lien-free. Provided however that any applicable payment and performance bonds and construction warranties shall be retained by the entity responsible for the maintenance.
 - d. It is expressly understood by the MMD and City that if the MMD Costs are less than \$328,098,000.00, Owner shall not be deemed to be default under this Agreement, but the amount of the Reimbursement shall be reduced to the actual MMD Costs eligible for reimbursement.
2. Future Public Facilities. The MMD shall require the Owner or Developer to convey to the City, at no cost to the City, a total of 22 acres of land within the MMD that will be used for future public facilities (including fire stations) and shall cooperate with the City at the time of applicable Land Development Applications to coordinate the location of such public facilities within the Property. In the event the City does not require all or any portion of the 22 acres as referenced in this Section, the MMD shall not be obligated to convey said land. The location of each site constituting the 22 acres shall be mutually agreed upon by the City, Owner, and MMD. Each conveyance shall contain a use restriction restricting the use of the property for a public facility only and shall include a reverter clause that will provide that title to such land shall automatically revert to the grantor if public facilities are not built on such land by the fifteenth (15th) anniversary of the conveyance.
3. Minimum Parkland Dedication Requirement. The MMD shall require Owner to provide a minimum of: (i) 135 acres of parkland within the Property ("Public Parkland"), inclusive of Amenity Center(s) or, (ii) the minimum parkland dedication requirements in

accordance with City Regulations (including the Amenity Center(s), whichever is greater. The MMD shall receive full parkland credit for all parkland within the Property (excluding the Amenity Center which will receive credit based on City Regulations). The Owner shall not be allowed to opt to pay fees in lieu of parkland dedication within residential subdivisions, as defined by applicable City Regulations.

4. The MMD shall be operated in accordance with: (i) applicable provisions of the Act; (ii) rules for operation adopted, from time to time, by the Board in accordance with Applicable Law; (iii) authority exercised by the Texas Attorney General and, as may be applicable, the TCEQ with respect to the issuance of Bonds; and (iv) the provisions of any other existing or future laws or regulations of the state or its agencies that apply to the operation of the MMD.
5. Notwithstanding anything to the contrary contained herein, the obligations of the MMD hereunder shall be limited to the property contained in the Revised MMD Boundary.

SECTION 6. ROAD, WATER AND SEWER IMPROVEMENTS

A. MMD Obligations.

1. Roads. The MMD shall construct or cause to be constructed the road improvements referenced in **Exhibit F**, including McCombs Street, Sean Haggerty Drive and Martin Luther King Jr. Boulevard but only to the extent reflected in **Exhibit F**. These improvements shall conform to the MZP cross section details. Martin Luther King Jr. Blvd is located within Texas Department of Transportation right-of-way and will require permitting from such jurisdiction. The timing of construction shall be based on market conditions and as required by City Regulations. The City shall provide access to the Developer and/or the MMD for construction of the roads subject to reasonable permitting procedures.
2. MLK Blvd, Sean Haggerty Drive, and McCombs Street. The construction of Martin Luther King Jr. Boulevard, Sean Haggerty Drive, and McCombs Street shall be consistent with all applicable City Regulations.

B. CITY Obligations.

1. ASR. The City agrees that as part of EP Water's Aquifer Storage Recharge Project ("ASR") as described in **Exhibit G**, attached hereto and incorporated herein, the City shall at its sole expense, on or before February 28, 2025, complete construction of all segments of the ASR Project, subject to permitting approval by the Texas Commission on Environmental Quality ("TCEQ"). The ASR Project shall be in a form substantially similar to the rendering attached hereto as **Exhibit G**.
2. Water and Sewer Service. The City agrees to construct at its cost, all necessary infrastructure described in **Exhibit H**, attached hereto and incorporated herein, required to provide water and sewer service to the Property. City will complete all necessary infrastructure improvements to provide service to the initial three phases of the Property (as described on the map included in **Exhibit H**) on or before August 31, 2022. City represents that the water and sewer infrastructure requirements reflected in **Exhibit H** are currently included in the EP Water Capital Improvement Program and have been

included in the calculation of the effective Impact Fee. Water and sewer service to the remaining phases of the Property shall require the completion of infrastructure improvements identified in **Exhibit H** which shall be completed by City at its costs, ahead of and parallel with the development of the balance of the Property.

SECTION 7. FINANCING OF MMD IMPROVEMENTS

Pursuant to Sections 311.010(b), 311.0123, and 311.013 of the TIRZ Act, and otherwise to the maximum extent permitted by law, the City hereby grants, dedicates, and otherwise provides and makes available to the MMD all Available TIRZ Revenue to be used as follows:

- A. Before Issuance of Combination Bonds. Before and until Combination Bonds are issued, Available TIRZ Revenue shall be used or reserved by the MMD to pay or reimburse Owner/Developer for MMD Costs.
- B. After Issuance of Combination Bonds. If and when Combination Bonds are issued that are secured by a pledge of Available TIRZ Revenue, Available TIRZ Revenue shall be used by the MMD to pay principal and interest on such Combination Bonds in the amounts and to the extent required by the applicable Bond Documents or as otherwise determined by the MMD.
- C. After Payment of the Combination Bonds. To the extent not required to pay debt service on the MMD's Combination Bonds, Available TIRZ Revenue shall be used by the MMD to pay or reimburse Owner/Developer for any unreimbursed expenditures for MMD Costs until such MMD Costs are reimbursed or paid in full up to the Reimbursement Cap.
- D. Duration of Available TIRZ Revenues. The grant, dedication and provision of Available TIRZ Revenue provided under this Section 7 shall continue until (i) the date all Combination Bonds with a pledge of Available TIRZ Revenue have been issued and paid in full (provided in no event shall Available TIRZ Revenues be paid beyond the Reimbursement Cap), or the earlier of (ii) the date all of the Property has been developed and all MMD Costs have otherwise been paid or reimbursed in full or (iii) the Reimbursement Cap has been reached.
- E. Payment of Available TIRZ Revenue. City agrees that notwithstanding any other provision of this Agreement, the City shall not withhold the payment of Available TIRZ Revenue to the MMD as long as any Combination Bonds remain outstanding or there are any MMD Costs which are owed to Owner/Developer.

SECTION 8. OWNERSHIP AND MAINTENANCE OF MMD IMPROVEMENTS

- A. Ownership of MMD Improvements. Upon completion of construction of MMD Improvements, and upon inspection and acceptance by the City, the MMD Improvements shall be dedicated or conveyed to the City, as applicable, lien-free in accordance with City Regulations. Applicable warranties and bonds shall be retained by the MMD for MMD Improvements that the MMD is obligated to maintain.
- B. Maintenance of MMD Improvements located within the Property.
 - 1. Generally. Maintenance obligations for MMD Improvements, as among the Parties are set forth by improvement category on **Exhibit C**.

2. Maintenance of Public Rights-of-Way and Dedicated Parkland. The MMD shall be responsible for maintenance of (i) all dedicated public roadways (unless maintained by another public entity such as TxDOT), curbs and street lights, including any landscaped areas and landscape appurtenances located inside the public right-of-way, and (ii) all dedicated parkland, including but not limited to, neighborhood parks, community parks, linear parks, trails, trailheads, and open space areas within the Property in accordance with City standards and maintenance schedules, as provided in **Exhibit G**.
 - a. Starting on the Effective Date and carrying through the Term of this Agreement, the MMD will assess on all platted and developed lots within the boundaries of the MMD a yearly special assessment to go toward the maintenance of the public rights of way and parkland within the boundaries of the MMD. The MMD shall keep all funds collected under this Section in a separate account dedicated exclusively for the maintenance of the public right of way and public parkland (the "Maintenance Account"). The MMD shall only use the funds in this account to maintain such public right of ways and public parkland. Beginning in the third year after the first subdivision is developed and platted within the Property, the MMD shall ensure that a minimum balance of 25% of the existing MMD budget is retained in the Maintenance Account at all times. The MMD will provide yearly reports to the City regarding the funds collected and expended.
 - b. Every 5 years, with the submission of its MMD Improvements Budget, the MMD will submit to the City a 5-year maintenance plan that details all costs, sources of revenue and maintenance projects scheduled to be provided by the MMD regarding public rights of way and parkland within the boundaries of the MMD.
 - c. Failure by the MMD to comply with any obligations in this Section is a material breach of this Agreement. In the event the MMD is dissolved, simultaneously with dissolution, the MMD shall transfer to the City all funds held by the MMD in its Maintenance Account.
 3. City Access. Access to all MMD Improvements is granted to the City for any purpose related to the exercise of governmental services or functions, including but not limited to, fire and police protection, inspection, and code enforcement.
- C. Maintenance or Repair of City-Maintained Improvements. With respect to any MMD Improvement for which the City has maintenance obligations as set forth in **Exhibit C** (any such MMD Improvement, a "City-Maintained Improvement"), the MMD may, at its option, undertake maintenance and/or repair should the Board, in its sole discretion and at its sole cost (not to be reimbursed by the City unless agreed to in writing by the City), determine that it is in the best interests of the MMD and its residents and landowners to do so. Such maintenance or repair by the MMD shall be subject to notice delivered to the City prior to commencement of the maintenance and shall be performed pursuant to the City Regulations. After notice, the City may impose requirements or restrictions on such maintenance and may require the MMD to enter into a Maintenance Agreement prior to the commencement of the maintenance and/or repair. However, no such determination by the Board with respect to maintenance and/or repair of any City-Maintained Improvement and no such undertaking of any such maintenance and/or repair shall in any way be construed to (i) obligate the MMD to undertake any other or future maintenance and/or repair of that or any other City-Maintained Improvement, or (ii)

relieve the City of any maintenance obligation with respect to that or any other City-Maintained Improvement.

- D. Maintenance or Repair of MMD-Maintained Improvements. With respect to any MMD Improvement for which the MMD has maintenance obligations as set forth in **Exhibit C** (any such MMD Improvement, a “District-Maintained Improvement”), the City may, at its option undertake maintenance and/or repair should the City, in its sole discretion and at its sole cost (not to be reimbursed by the MMD unless agreed to in writing by the MMD), determine that it is in the best interest of the City and its residents and landowners to do so. Such maintenance or repair by the City shall be subject to notice delivered to the MMD prior to commencement of the maintenance and shall be performed pursuant to the City Regulations. After notice, the MMD may impose requirements or restrictions on such maintenance and may require the City to enter into a Maintenance Agreement prior to the commencement of the maintenance and/or repair. However, no such determination by the City with respect to maintenance and/or repair of any MMD-Maintained Improvement and no such undertaking of any such maintenance and/or repair shall in any way be construed to (i) obligate the City to undertake any other or future maintenance and/or repair of that or any other MMD-Maintained Improvement or (ii) relieve the District of any maintenance obligation with respect to that or any other MMD-Maintained Improvement.

SECTION 9. MAINTENANCE AND OPERATION TAX

- A. Imposition of an M&O Tax. Chapter 49 of the Texas Water Code, as amended provides that the MMD may impose a tax for maintenance and operation purposes an “M&O Tax” including for planning, constructing, acquiring, maintaining, repairing and operating MMD Improvements, including land, plants, works, facilities, improvements, appliances, and equipment of the MMD and for paying costs of services, engineering and legal fees, and organizational and administrative expenses of the MMD. The City Council hereby approves the imposition by the MMD of an M&O Tax in an amount that (when combined with the District’s debt service ad valorem tax rate and Assessment rate, expressed in terms of an ad valorem tax rate equivalent) does not exceed the Benchmark Tax Rate.
- B. Election Required. The MMD may not, however, impose any M&O Tax until the imposition of the M&O Tax has also been approved by MMD voters at one or more elections held for that purpose in accordance with the Act and other Applicable Laws. The MMD may hold a separate election for the maintenance and operation of Public Improvements authorized by Section 59, Article XVI, Texas Constitution and Public Improvements authorized by Section 52, Article III, Texas Constitution and; provided, however, the total M&O Tax for both categories of improvements amount (when combined with the MMD’s ad valorem tax rate and Assessment rate, expressed in terms of an ad valorem tax rate equivalent), shall not exceed the Benchmark Tax Rate.
- C. Notice of M&O Tax Rate. The actual M&O Tax imposed within the MMD each year by the Board may be less than the voted amount. Notice of the MMD M&O Tax rate shall be given to the City each year within 30 days after it is imposed.

SECTION 10. RESIDENTIAL PERMITTING AND INSPECTION PROGRAM

- A. Residential Permitting and Inspection Program. In accordance with Chapter 791 of the Texas Government Code and Section 375.092(i) of the Texas Local Government Code, the City and the MMD agree that to expedite service delivery for the construction of new one-, two-, three-, and

four-unit residential dwellings (“Residential Development”) within the Property’s boundaries, the City and MMD agree that MMD shall be responsible for coordinating and administering permitting and inspections for Residential Development within the Property (the “Residential Permitting and Inspection Program” or the “Program”). Nothing in this Section 10 limits the authority of the City to enforce all City Regulations within the Property or grants authority to the MMD to provide services other than those expressly permitted in this Section.

B. Obligations of the MMD. With respect to the Program, the MMD shall be responsible for the following:

1. Accepting and reviewing residential permit applications, associated plans, and other required documentation for compliance with City Regulations;
2. Answering applicant questions about the application, plan review and permitting processes;
3. Establishing and providing the applicant with a fee schedule, place of payment and payment deadline schedule, and an estimated amount of all costs for services provided by the MMD for the issuance of the Residential Development permits;
4. Creation of case files for each Residential Development and electronic upload of all required documentation associated with the application, review and permitting processes associated with the case to the City’s permitting management system;
5. Issuing permits for construction of Residential Development following successful completion of application submittal, case creation, plan review, and document upload;
6. Conducting inspections of the Residential Development during construction for compliance with City Regulations;
7. Tracking the result of such inspections in the City’s permitting management system;
8. Entering into third party contracts, at its sole option, to facilitate the Program (“Service Providers”)
9. Ensuring that all Service Providers comply with the following qualification requirements:
 - a. Completion of International Code Council certification for each individual who will be performing plan review and/or inspections services to include: (i) residential plans examiner; (ii) residential energy inspector or plans examiner; (iii) accessibility inspector or plans examiner or Texas Accessibility Standards certification; (iv) residential combination or individual inspector; (v) building or residential inspector; (vi) plumbing inspector; (vii) electrical inspector; (viii) mechanical inspector; and/or (ix) current State of Texas plumbing inspector license;
 - b. Maintenance of commercial liability, property damage liability, vehicle liability and errors and omissions insurance coverage with minimum combined bodily injury (including death), property damage, vehicle, and errors and omissions, limits of not less than \$1,000,000.00 for each occurrence, and \$2,000,000.00 annual aggregate.

In addition, Service Providers must provide evidence of a bond as required by City Regulations.

- C. Service Provider Agreements. The City shall not be a party to any agreements between the MMD and the Service Providers.
- D. Permit and Inspection Fees. The MMD shall be authorized to charge permit and inspection fees and develop a Program fee schedule, however, under no circumstances shall such permit and inspection fees exceed City approved permit, Technology and inspection fees.
- E. Technology Fee. On an annual basis and in conjunction with the Annual Reporting requirements outlined in Section 11, the MMD shall pay to the City the annual Technology, Audit and Service Fee due to the City for services provided with respect to the use of the City's permitting management system, periodic audits, and other services provided by the City in support of the Residential Permitting and Inspection Program. The first such fee shall be in the amount of \$9,000.00 and payable with the initial Reimbursement Submittal Package.
- F. City Obligations. With respect to the Program, the City shall be responsible for the following:
 - 1. Issuance of a certificate of occupancy following successful completion of a final inspection certifying compliance with all applicable City Regulations. Issuance shall be made within 3 business days of written request by the MMD or Service Provider
 - 2. Provision of access to the City's permitting management system for use by the MMD and/or Service Providers in the case creation, application and plan review, and inspection tracking services associated with Residential Development, including access to the City's electronic document review services.
 - 3. Provision of technical support to the MMD and/or Service Providers in support of its use of the City's permitting management system, as may be periodically required.
 - 4. Annual training in the use of the City's permitting management system for the benefit of the MMD and/or Service Providers.
- G. Program Audits. The MMD and/or a Service Provider (s) shall be subject to the same quality review as City employees performing the same service. An audit of the Program, including plan review and inspection services, may be conducted by the City annually to assure that the Program and its services are being performed in compliance with City Regulations. The City shall notify the MMD in writing of all audit findings and deficiencies, if any. "Deficiency (ies)" for purposes of this Agreement shall be a material failure to comply with applicable City Regulations adversely affecting the health and safety of the public. The MMD shall cooperate in periodic unannounced audits of services provided under this Program. In the event the City determines that a Deficiency exists, the City may respond as follows:
 - 1. Provide the MMD with written notice from the Building Official notifying the MMD of an audit resulting in one or more Deficiency, and for each written notice of Deficiency thereafter, the MMD shall:
 - a. Inform the respective builder and/or contractor of the specific code infraction(s) and the corrections required.

- b. Following correction of the Deficiency(ies), the City shall conduct a follow up plan review and/or inspection to assure compliance.
 - c. The City shall not be responsible for the cost of any corrections required and/or project delays.
- 2. Two audits with one or more Deficiencies within any 180-day period shall also result in:
 - a. A conference with the Building Official and the MMD and/or Service Provider in an effort to improve the performance of the MMD.
 - b. Prior to performing any further services through its Program, the MMD and/or Service Provider shall be required to show evidence of process improvements, internal correction procedures, methods, and/or training, and/or staff reassignments as appropriate to prevent recurrence of infraction.
- 3. Three audits with one or more deficiencies within any 180-day period shall also result in:
 - a. The Program being placed on a probation for a period of 180 days during which time the City shall issue permits and inspections for the Program.
 - b. If placed on probation more than once in any 5-year period, the Program shall be suspended for a 2-year period.
- 4. Further audit with one or more deficiencies during the probationary period shall result in suspension of the Program for a period of 180 days. Upon suspension the annual fee per section 10E shall cease and will resume upon the commencement of the Program.
- 5. Suspension of the Program pursuant to this Section may be appealed to the Construction Board of Appeals in accordance with applicable City Regulations.

SECTION 11. ANNUAL REPORTING AND REIMBURSEMENT PROCEDURE

A. Obligations of the MMD.

- 1. In order to receive the Reimbursement of Available TIRZ Revenue for any calendar year, the MMD shall prepare and update annually after the Effective Date not later than September 15 but no earlier than June 1 of each year (and deliver a copy to the City) a report (the "Reimbursement Submittal Package") that contains the following:
 - a. A status report on MMD Improvements including, but not limited to: (i) estimated MMD Costs; (ii) comparison of MMD Costs to the estimated costs set forth on the approved MMD Improvements Budget and **Exhibit C**; (iii) an identification for each line item identified on the MMD Improvements Budget and **Exhibit C** identifying the costs paid for completed MMD Improvements, the costs to be paid under Construction Contracts that are pending or that have been awarded, and the costs to be incurred in the future; and (iv) the principal amount of Combination Bonds previously issued and the principal amount of Combination Bonds or intended to be issued in the ensuing twelve (12) months.

- b. A status report on compliance with all requirements of Section 5(A) of this Agreement including, but not limited to, (i) land conveyed to the City by the Owner/Developer for future public facilities; (ii) investment related to Amenity Center(s) design, construction, and installation; (iii) parkland dedication within the Property; and (iv) design, construction and installation of a trail system to include pedestrian access and wayfinding signage;
 - c. A status report relating to the Maintenance Account required by Section 8 of this Agreement.
 - d. A status report on its Residential Permitting and Inspection Program as detailed in Section 10 of this Agreement that contains, at a minimum, the following: (i) number of permits issued and inspections completed, and (ii) fees paid for permits issued and inspections completed, if any.
 - 2. Not later than September 15, 2022 but no earlier than June 1, 2022, MMD shall submit to the City an initial Reimbursement Submittal Package detailing activity for all previous years. Thereafter, the MMD's annual Reimbursement Submittal Package shall be submitted no earlier than June 1 but no later than September 15 of each year. Failure to submit the Initial Reimbursement Submittal Package required herein shall not be a default of this Agreement but will delay the MMD's receipt of the Reimbursement Amount.
 - 3. Concurrent with the submittal of each annual Reimbursement Submittal Package, MMD shall submit to the City documentation listed in this Section 11(A) to verify the expenditure to date of the MMD Costs identified in **Exhibit C**, which have not otherwise been verified as part of a prior submittal, or to verify any other Owner/Developer or MMD obligations stipulated in this Agreement. The City shall not unreasonably withhold its approval of the Reimbursement Submittal Package if the Section 11(A) items are provided to the City. In the event the City determines that Reimbursement Submittal Package is not acceptable the City shall provide the MMD with a written explanation within thirty (30) days of receipt of the Reimbursement Submittal Package for any MMD Costs or other Owner/Developer or MMD obligations the City determines cannot be verified.
 - 4. If MMD fails to timely submit a Reimbursement Submittal Package for a particular year, the City shall give MMD written notice of its failure to timely submit such Reimbursement Submittal Package, and MMD shall have 30 calendar days from the date on which such written notice is received in which to submit such Reimbursement Submittal Package. The City's determination of the amount of the Reimbursement due to MMD is final so long as such determination is made in accordance with the terms and conditions of this Agreement. Nothing herein shall limit (or be construed to limit) MMD's rights and remedies as described in Section 14 of this Agreement.
- B. City's Obligations. During the Term of this Agreement, the City shall comply with the following terms and conditions:
- 1. The City shall process any Reimbursement to the MMD within 90 days after receipt of the MMD's complete Reimbursement Submittal Package;

2. Beginning at the time the MMD submits its first Reimbursement Submittal, which shall occur no later than September 1, 2022, and ending 48 years thereafter, or at termination, whichever comes first, and subject to the conditions contained herein, an amount from the City's Available TIRZ Revenue shall be tendered to the MMD as a Reimbursement payment on a yearly basis computed with reference to (i) MMD Improvement Costs for that year, plus any unreimbursed MMD Improvement Costs from prior years, plus the following year's debt service on all outstanding Combination Bonds, subject to the limits of Available TIRZ Revenue during that same year. Under no circumstances shall the annual Reimbursement exceed the Available TIRZ Revenue for that year plus any Available TIRZ Revenue from any prior years which had not been paid to the MMD.
3. Such Reimbursement payments will continue until the earlier of the expiration of the Term of the Agreement or until the aggregate of all payments has reached the Reimbursement Cap. Provided however, the MMD shall be entitled to the last Reimbursement Payment notwithstanding the fact that the Term of the Agreement may have expired while the City is processing the Reimbursement Submittal Package. This obligation shall survive expiration of the Agreement.
4. It is expressly understood by the MMD and the City that Reimbursement payments made pursuant to this Agreement are conditioned upon: (i) the MMD or Owner's/Developer's construction of the MMD Improvements or portion thereof in accordance with the terms and conditions set forth in this Agreement; and (ii) the availability of Available TIRZ Revenue.
5. Each year the City shall forward to the MMD the Available TIRZ Revenue contained in the Tax Increment Fund during the months of March and September as long as there is any Reimbursement owed and the total payments made by the City do not exceed the Reimbursement Cap.
6. Under no circumstances shall the City be required to disburse Reimbursement payments under this Agreement above the Reimbursement Cap.

SECTION 12. REPORTING UPON COMPLETION

Intentionally omitted.

SECTION 13. DEFAULT

A Party shall be in default under this Agreement upon its failure to observe any material covenant or obligation required of such Party in this Agreement (a "Default"). Except for the City's obligation to pay to the MMD all Available TIRZ Revenue (for which the City shall be in Default on the last day of the month such payment is due), a Party shall not be in Default unless notice of the alleged failure of such Party to perform has been given by the Party claiming such Default and such notice shall demand performance. In addition, no Default may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within 30 days after notice and, performance has been completed within 120 days after notice (unless performance cannot reasonably be completed within 120 days, in which case Default shall not occur until after such Party has been given a reasonable period of time to cure the default and such Party is diligently pursuing such cure).

SECTION 14. REMEDIES

- A. The Parties agree that this Agreement is executed for the purposes, among others, of setting forth the procedures to be followed by the MMD in financing, constructing, owning and operating the MMD Improvements; by the City in forwarding the Available TIRZ Revenue to the MMD to reimburse Owner/Developer and as security for or to pay debt service on Combination Bonds or otherwise for payment of MMD Costs; and by the Owner/Developer in developing the Property.
- B. City agrees that a Default by the MMD or Owner/Developer shall not entitle the City to seek or recover damages or termination of the Agreement. Unless otherwise specifically provided herein, the remedies available to the City in the case of any Default by the MMD or Owner/Developer is to seek the equitable remedy of specific enforcement of this Agreement and to recover its court costs and reasonable attorney fees in seeking its available remedy. The City further agrees that a Default by the City shall entitle the MMD and/or Owner/Developer to seek all available remedies under the law or in equity including but not limited to, seeking reimbursement and obtaining all costs and expenses, including, any damages incurred in relation to the MMD's sale and repayment of its Bonds. Further, in the event the City is in Default of its obligation to timely pay the Available TIRZ Revenue, the City shall pay interest pursuant to the Texas Government Code, Chapter 2251. This Section 14 shall survive termination or expiration of this Agreement.
- C. Except in the event of a Default by the City, the City does not by this Agreement, except for the provisions related to the use of Available TIRZ Revenue, commit or agree to provide any City funds to the MMD whether developed or undeveloped.
- D. Except as provided in Section 6, the provision of water, sewer or other municipal services by the City to the end users in the MMD is subject to the annual appropriation of funds by the City from lawful and available sources.
- E. No Default under this Agreement shall prevent the MMD from, or in any way affect the right of the MMD to proceed with, issuing Bonds, including Combination Bonds, in accordance with this Agreement unless: (i) the improvements being financed or paid for with Bond proceeds are not authorized by this Agreement, or (ii) the security for the Bonds is not authorized by this Agreement. Further, no Default under this Agreement shall entitle the City to withhold from payment to the MMD any Available TIRZ Revenue as long as there are any monies owed the Owner/Developer for MMD Costs or any Combination Bonds outstanding.
- F. In the event Owner/Developer, is in Default, the City may withhold approval of the issuance of Bonds to reimburse such defaulting Party (but no others) until such Default is cured. A Default by one Party to this Agreement shall not allow the City to withhold approval by the City of the MMD issuing its Bonds to reimburse a Party who is not in Default.

SECTION 15. NOTICES

Any notice or communication required or contemplated by this Agreement (a "Notice") shall be deemed to have been delivered, given, or provided: (i) five business days after being deposited in the United States mail, CERTIFIED MAIL or REGISTERED MAIL, postage prepaid, return receipt requested; (ii) when delivered to the notice address by a nationally recognized, overnight delivery service (such as FedEx or UPS) as evidenced by the signature of any person at the Notice address (whether or not such person is the named recipient of the Notice); or (iii) when otherwise hand

delivered to the Notice address as evidenced by the signature of any person at the Notice address (whether or not such person is the named recipient for purpose of the Notice); and addressed to the named recipient as follows:

If to the City:	<p>The City of El Paso, Texas Attn: City Manager P.O. Box 1890 El Paso, Texas 79901 Phone: (915) 212-0023</p> <p>The City of El Paso, Texas Attn: City Attorney P.O. Box 1890 El Paso, Texas 79901 Phone: (915) 212-0033</p> <p>The City of El Paso, Texas Attn: Director, Economic and International Development P.O. Box 1890 El Paso, Texas 79901 Phone: (915) 212-0094</p>
If to the MMD:	<p>Board of Directors City of El Paso Municipal Management District No. 1 Attn: President c/o Coats Rose, P.C. 14755 Preston Road, Suite 600 Dallas, Texas 78254 Phone: (915) 788-1600 E-mail: tgreen@coatsrose.com</p>
If to Owner:	<p>FSW Investments, L.P. Attn: Mr. William Kell 123 West Mills Avenue, Suite 120 El Paso, Texas 79901 Email: wkell@fmmep.com</p> <p>FSW Investments I - X, LP c/o FSW GP, LLC Attn: Mr. William Kell 123 West Mills Avenue, Suite 120 El Paso, Texas 79901 Email: wkell@fmmep.com</p> <p>Scarborough ELP Development, LLC Attn: Mr. William Kell 123 West Mills Avenue, Suite 120 El Paso, Texas 79901 Email: wkell@fmmep.com</p>

Scarborough Lane Development
Attn: Ryan Burkhardt
16380 Addison Road
Addison, Texas 75001
Email: rburkhardt@landmarkinterests.com

Ms. Yolanda Giner
Gordon Davis Johnson & Shane PC
4695 North Mesa Street
El Paso, Texas 79912
Email: yginer@eplawyers.com

SECTION 16. REPRESENTATIONS AND WARRANTIES OF THE CITY.

To induce the other Parties to enter into this Agreement, the City represents and warrants the following:

- A. The City has the power and authority to execute, deliver, and carry out the provisions of this Agreement and all other instruments to be executed and delivered by it in connection with its obligations hereunder. The execution, delivery, and performance by the City of this Agreement have been duly authorized by all requisite action by the City, and this Agreement is a valid and binding obligation of the City enforceable in accordance with its terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally. In addition, notwithstanding any provision in this Agreement, this Agreement does not control, waive, limit or supplant the City Council's legislative authority or discretion.
- B. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under: (i) any terms, conditions or provisions of any agreement or instrument to which the City is now a party or is otherwise bound; (ii) any order or decree of any court or governmental instrumentality applicable to the City; or (iii) any law applicable to the City.
- C. To the knowledge of the City, the City is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the ability of the City to perform its obligations under this Agreement.
- D. The TIRZ Board has approved a Project and Finance plan for the TIRZ that includes the MMD Improvements and the City's obligations to use the Available TIRZ Revenue as agreed to herein and no further approvals of the TIRZ Board shall be required to effectuate the obligations of the City as set forth herein.
- E. The TIRZ Board's execution of this Agreement confirms their consent and joinder of the expenditure of the Available TIRZ Revenue and the City's obligations set forth herein.
- F. Neither the City nor the TIRZ Board has entered into any agreements or commitments which encumber the use of Available TIRZ Revenue for any purpose other than this Agreement.
- G. There are no current agreements or outstanding rights regarding Skyport Airport or other airfield as reflected by the apparent abandoned runways located on the Property and said airfield is no longer in use.

- H. The Public Service Board has approved the Amended and Restated MOU between the City and El Paso Water Utilities ("EPWater") confirming the City's obligations set forth in Section 6 of this Agreement.

SECTION 17. REPRESENTATIONS AND WARRANTIES OF THE MMD

To induce the other Party to enter into this Agreement, the MMD represents and warrants the following:

- A. The MMD has the power and authority to execute, deliver, and carry out the provisions of this Agreement and all other instruments to be executed and delivered by it in connection with its obligations hereunder. The execution, delivery, and performance by the MMD of this Agreement have been duly authorized by all requisite action by the MMD, and this Agreement is a valid and binding obligation of the MMD enforceable in accordance with its terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.
- B. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under: (i) any terms, conditions or provisions of any agreement or instrument to which the MMD is now a party or is otherwise bound; (ii) any order or decree of any court or governmental instrumentality applicable to the MMD; or (iii) any law applicable to the MMD.
- C. To the knowledge of the MMD, the MMD is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the ability of the MMD to perform its obligations under this Agreement.

SECTION 18. EQUITABLE SERVITUDES AND BINDING COVENANTS

- A. Recording. Prior to initiation of development of the Property, the Owner/Developer shall record a Memorandum of this Agreement (and an Amendment to Memorandum to reflect any amendment to the Agreement) in the real property records of El Paso County, which shall include a statement that certain provisions of this Agreement shall not apply to the owner of a developed and platted residential or commercial unit unless expressly assigned by Owner/Developer. The City authorizes the City Manager to execute such Memorandum of this Agreement(and an Amendments to Memorandum) upon request by Owner or the MMD.

SECTION 19. JOINDER BY MMD AND TIRZ BOARD

- A. The City and the Owner acknowledge and agree that within 120 days after the Board organizes, the MMD shall join and enter into this Agreement pursuant to the terms and provisions of the Joinder By MMD, a copy of which is attached hereto as **Exhibit H**, subject to its assumption and acceptance of the applicable duties and obligations imposed upon it by the terms of the Agreement. Upon the delivery of a certified copy of the Joinder to each party to the Agreement, the MMD shall automatically become a Party to the Agreement without the requirement for any further documentation or action by any other Party hereto; and that, accordingly, in such event, the MMD shall be liable for the performance of the applicable duties and obligations imposed upon it by the terms of the Agreement and shall the Owner shall be released from such obligations.

- B. The Board of Directors of the TIRZ does hereby execute the Acknowledgement attached hereto solely to acknowledge the terms of this Agreement relative to the City's commitment of the use of the Available TIRZ Revenue and the representations made in Section 16(E) and (F).
- C. The City will forward to MMD all claims resulting out of the construction of the MMD Improvements.
- D. The MMD shall require all its contractors and subcontractors to carry liability insurance and require all contractors and subcontractors to add the MDD as an Additional Insured and the MMD will require to indemnify, defend, and hold harmless the MMD from any claim arising out of their actions or omissions.

SECTION 20. TERMINATION

This Agreement may be terminated by the City upon the occurrence of any of the following events, upon 120 days written notice from the City to the other Parties:

- A. The Owner fails to purchase the Property by June 30, 2020.
- B. Within one hundred eighty (180) days after the City appoints the initial Board, the MMD fails to join and enter into this Agreement as provided by Section 19 hereof; or
- C. Within 180 days after its Board organizes, the MMD fails to de-annex from the MMD all land currently in its boundaries and not included within either (i) the Property or (ii) those portions of McCombs, Sean Haggerty and Martin Luther King, Jr. Roads reflected in the attached **Exhibit "K"** ("Revised MMD Boundary") (unless additional acreage is allowed by the City to be included within the Revised MMD Boundary);
- D. Commencement of construction of the MMD Improvements in the initial Podhas not occurred by the end of the first quarter of calendar year 2023; or
- E. All MMD Costs eligible for payment or reimbursement have been paid or reimbursed and all Combination Bonds have been paid in full;
- F. The Reimbursement Cap has been reached.

SECTION 21. RECAPTURE

If the City terminates this Agreement pursuant to Section 20 (Termination), prior to the issuance of bonds by the MMD, the City shall have the right to recapture all funds disbursed under this Agreement and Owner shall repay all funds disbursed under this Agreement within 60 days from the date of termination.

SECTION 22. EFFECT OF TERMINATION

Intentionally Omitted

SECTION 23. DISSOLUTION

- A. The City may dissolve the MMD in accordance with the provisions of the Act and upon such dissolution, succeeds to the property and assets of the MMD and assumes all bonds, debts, obligations and liabilities of the MMD.
- B. Until such time as all of the developable land within the MMD is served by MMD Improvements and the Owner/Developer have been reimbursed for funds advanced to or on behalf of the MMD for the construction of such improvements, the City agrees to provide 180 days written notice of its intent to dissolve the MMD to all Parties. In the event that the City elects to dissolve the MMD prior to the completion of (i) the construction and financing of all MMD Improvements, and (ii) the reimbursement of all outstanding amount advanced in connection therewith, to the maximum extent permitted by law and this Agreement, within 10 days of MMD's receipt of written notice of the intent to dissolve the MMD, the Parties agree to enter into discussions regarding such dissolution and work together to address any issues that may arise therefrom, including any unreimbursed MMD Costs.

SECTION 24. FORCE MAJEURE.

Each Party shall use good faith, due diligence, and reasonable care in the performance of its obligations under this Agreement, and time shall be of the essence in such performance. If a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then such obligations shall be temporarily suspended. The time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such Force Majeure. Within twenty (20) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to the other Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time.

SECTION 25. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire agreement between Parties covering the subject matter of this Agreement and supersedes any prior agreements, whether oral or written, covering such subject matter. This Agreement shall not be modified or amended except in writing signed by the City, the MMD and Owner. In conjunction with the sale of a portion of the Property, the Owner may, but is not obligated to, assign to such purchaser all of its rights and obligations related to such purchased property, including the right to amend this Agreement as it relates solely to such property. Absent any such assignment, the only Parties' signature necessary for an amendment shall be Owner, the City and the MMD.

SECTION 26. SEVERABILITY

The provisions of this Agreement are severable, and in the event any provision of this Agreement, or the application thereof to any person or circumstance, is held or determined to be invalid, illegal, or unenforceable, and if such invalidity, unenforceability, or illegality does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity, or circumstance without invalidating the remainder of this Agreement or the application of such provision to other persons, entities, or circumstances.

SECTION 27. RIGHTS AND OBLIGATIONS OF OWNER AND OTHER PARTIES

- A. The Owner (through the documents that transfer title to any of the Property) and the MMD (through its applicable reimbursement agreements) will require and cause all future Developers of the Property (in the conduct of their work, duties, and undertakings pursuant to this Agreement or the MMD in connection with the financing, construction, installation, and maintenance of the MMD Improvements) to abide by the applicable terms, provisions, and requirements of this Agreement related to such property. Duties, if any, imposed on any homeowners or property owners association in connection with this Agreement shall be included in the Franklin Mountain Estates CC&Rs recorded by the Owner in the Official Public Records of the County before the mortgage or sale of any portion of the Property to an unaffiliated party by the Owner and the sale of the Property subject to this Agreement.
- B. The MMD may grant to a trustee or other representative for and on behalf of the holders of the Combination Bonds the right to enforce the provisions of Section 7 of this Agreement and to require that Available TIRZ Revenue be deposited when and as required by this Agreement. Otherwise, no person or entity, other than an assignee or lender as permitted by Section 31, is a beneficiary of this Agreement with rights to enforce its terms and provisions.

SECTION 28. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Agreement is intended or shall be construed as creating a partnership or joint venture among the Parties.

SECTION 29. INDIVIDUALS NOT LIABLE

No director, officer, elected or appointed official, or employee of any of the Parties shall be personally liable in the event of any Default.

SECTION 30. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts, when taken together, shall constitute one instrument.

SECTION 31. ASSIGNMENT

- A. Consent to Assignments. Except as provided in Sections 31(B) and 31(C), no Party may assign this Agreement, in whole or in part, or any of such Party's right, title, or interest in this Agreement, without prior written consent of the other Parties. All assignments shall be in writing and shall obligate the assignee to be bound by this Agreement. Except as provided in this Section 31, no assignment shall relieve the assignor from liabilities that arose before the effective date of the assignment.
- B. Assignments by Owner/Developer.
 - 1. The Owner/Developer has the right (from time to time without the consent of any other Party but upon written notice to the other Parties) to assign its rights and duties under this Agreement, in whole or in part, and including any obligation, right, title or interest of the Owner/Developer under this Agreement, to (a) the MMD; (b) to any person or entity

that is or will become an owner of any portion of the Property, or (c) to any person or entity that is controlled by or under common control with the Owner/Developer (with any such assignee described in clauses (a), (b), or (c) referred to as an "Assignee") upon such Party agreeing to be bound by the terms of the Agreement.

2. Each assignment shall be in writing executed by the Owner/ Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the real property, obligations, rights, title or interests being assigned. A copy of each assignment shall be provided to the other Parties within 21 days after it is fully executed. From and after such assignment, the other Parties agree to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agree that the Owner/Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 21 days after full execution, the Owner/Developer shall not be released until the other Parties receive their copy.
 3. Notwithstanding a transfer of an interest in all or part of the Property, the benefits of this Agreement will remain with the Party originally designated as Owner in this Agreement unless the rights of Owner are expressly assigned in whole or in part by Owner. Owner has the right to assign its status and rights under this Agreement, in whole or in part, including, but not limited to the rights as Owner for all or part of the Property, to any person or entity owning a fee simple interest in all or part of the Property; provided, however, if such assignment is not expressly made in writing by Owner, then the status of Owner and benefits under this Agreement not expressly assigned will remain with Owner.
- C. Right to Mortgage/Encumber. The Owner/Developer and Assignees have the right, from time to time, to collaterally assign, pledge grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without consent of the City or other Parties but with prompt written notice to the City and the MMD. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City and MMD have been given a copy of the documents creating the lender's interest including Notice information for the lender, then the lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so within the same cure period otherwise provided to the defaulting Party by this Agreement; and the City or MMD agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.
- D. Assignees as Parties. An Assignee shall be considered a Party for the purposes of this Agreement.

- E. Release of Final-Platted Lots. Notwithstanding any provision of this Agreement to the contrary, and notwithstanding the fact that a memorandum of this Agreement may be filed in the deed records of the County, this Agreement shall not be binding upon, shall not create an encumbrance upon, and shall not otherwise be deemed to be a covenant running with the land with respect to any part of the Property but shall continue to benefit Owner/Developer and Owner's assignees through express assignment.

SECTION 32. RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

- A. Binding Obligations. Except as provided in Section 31, this Agreement shall be binding upon the Property, the Owner/Developer and the Assignees permitted by Section 31.
- B. Releases. From time to time upon written request of the Owner/Developer or any Assignee, the Parties shall execute, in recordable form approved by the Parties (which approvals shall not be unreasonably withheld or delayed), a release of the Owner's/Developer's or Assignee's obligations under this Agreement if the Owner/Developer or Assignee has satisfied its obligations under this Agreement. The Parties further agree to execute, from time to time upon the written request of the Owner/Developer, any title company, or any owner of property for which a final plat has been approved and filed, a release or other appropriate instrument. and in recordable form approved by the Parties, which approvals will not be unreasonably withheld or delayed. The City authorized the City Manager to execute such Releases as set forth herein upon request of the Owner/Developer or MMD.
- C. Estoppel Certificates. From time to time upon written request of the Owner/Developer or any Assignee, the Parties will execute a written estoppel certificate identifying any obligations of the Owner/Developer or Assignee under this Agreement which are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Parties, the Owner/Developer or Assignee is in compliance with its duties and obligations under this Agreement. The City authorizes the City Manager to execute such estoppels as set forth herein upon request of the Owner/Developer or MMD.
- D. Waiver. No waiver (whether express or implied and whether or not explicitly permitted by this Agreement) by any Party of any breach of, or of compliance with, any condition or provision this Agreement by another Party will be considered a waiver of any other condition or provision of this Agreement or of the same condition or provision at another time.

SECTION 33. MISCELLANEOUS

- A. Time of the Essence. Time is of the essence with respect to all sections of this Agreement.
- B. Computation of Time. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m., Mountain Standard Time, of the next day which is not a Saturday, Sunday or federal, state or legal holiday.
- C. Successors and Assigns. This Agreement and all terms and conditions contained herein shall inure to the benefit and be binding upon the successors and permitted assigns of both Parties.
- D. Survival of Agreement. This Agreement and all provisions hereof shall survive the completion of the project except as expressly set forth herein to the contrary.

- E. Confidentiality. Disclosure of the terms of this Agreement will be governed by the Public Information Act, Chapter 552, Texas Government Code.
- F. Governing Law. This Agreement shall be deemed to be a contract made under and governed by the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule.
- G. Venue. Venue for any action arising under this agreement shall lie in the state district courts of El Paso County, Texas.
- H. Ordinance Applicability. The signatories hereto shall be subject to all applicable ordinances of the City; provided however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer vested rights on the Property in accordance with applicable states and local regulations. Notwithstanding anything to the contrary contained in this Agreement, Owner/Developer and MMD shall not be deemed to have abandoned any grandfathered or vested rights associated with their obligations set forth herein.
- I. No Third-Party Beneficiary. This Agreement is not intended, nor will it be constructed to create any third-party beneficiary rights in any person or entity who is not a Party
- J. Waiver of Immunity. The City hereby waives its sovereign immunity and similar rights related to its obligations in this Agreement and any agreements or easement executed pursuant hereto. Additionally, the City acknowledges that, to the extent that this Agreement constitutes a governmental contract within the meaning of Subchapter I of Chapter 271, Texas Local Government Code, as amended, immunity from suit is waived. Further, the City and MMD acknowledge that this is a contract for the providing of goods and services by Owner/Developer and each waives its immunity from suit to the extent necessary from Owner/Developer to enforce.
- K. Employment of Undocumented Workers. During the term of this Agreement, Owner/Developer shall not knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001.
- L. Headings. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- M. Iran, Sudan and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

SECTION 34. EXHIBITS

Exhibit A – Metes and Bounds Description and Survey Map of the Property

Exhibit B – Depiction of the TIRZ Land

Exhibit C – MMD Improvements and Costs

Exhibit D – Master Zoning Plan for the Property

Exhibit E – Property Pod Boundaries

Exhibit F – Road Improvements (Section 6)

Exhibit G – ASR Project

Exhibit H – City extension of Water and Sewer Service

Exhibit I – Public Right-of-Way and Parkland Maintenance Standards

Exhibit J – Form of Joinder by MMD

Exhibit K – Revised MMD Boundary

Exhibit L – Initial MMD Improvements Budget

Exhibit M – Location of Trail for future connection to Lazy Cow Trailhead

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF EL PASO

Tomás González
City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Jessica Herrera, Director
Economic and International Development

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2019, by Tomás González as City Manager for the City of El Paso, Texas (Landlord).

My Commission Expires:

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

FSW INVESTMENTS, L.P., a Texas limited partnership

By: **FSW Investments Management, LLC** a Texas
limited liability company

Its: General Partner

By: _____
William Kell, Vice President

FSW INVESTMENTS I, LP, a Texas limited
partnership

By: **FSW GP, LLC**, a Texas limited liability
company

Its: General Partner

By: _____
William Kell, Manager

FSW INVESTMENTS II, LP, a Texas limited
partnership

By: **FSW GP, LLC**, a Texas limited liability
company

Its: General Partner

By: _____
William Kell, Manager

FSW INVESTMENTS, III, LP, a Texas limited partnership

By: **FSW GP, LLC**, a Texas limited liability company

Its: General Partner

By: _____
William Kell, Manager

FSW INVESTMENTS IV, LP, a Texas limited partnership

By: **FSW GP, LLC**, a Texas limited liability company

Its: General Partner

By: _____
William Kell, Manager

FSW INVESTMENTS V, LP, a Texas limited partnership

By: **FSW GP, LLC**, a Texas limited liability company

Its: General Partner

By: _____
William Kell, Manager

FSW INVESTMENTS VI, LP, a Texas limited partnership

By: **FSW GP, LLC, a Texas** limited liability company

Its: General Partner

By: _____
William Kell, Manager

FSW INVESTMENTS VII, LP, a Texas limited partnership

By: **FSW GP, LLC, a Texas** limited liability company

Its: General Partner

By: _____
William Kell, Manager

FSW INVESTMENTS VIII, LP, a Texas limited partnership

By: **FSW GP, LLC, a Texas** limited liability company

Its: General Partner

By: _____
William Kell, Manager

FSW INVESTMENTS, IX, LP, a Texas limited partnership

By: **FSW GP, LLC**, a Texas limited liability company

Its: General Partner

By: _____
William Kell, Manager

FSW INVESTMENTS X, LP, a Texas limited partnership

By: **FSW GP, LLC**, a Texas limited liability company

Its: General Partner

By: _____
William Kell, Manager

SCARBOROUGH ELP DEVELOPMENT, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

TIRZ ACKNOWLEDGEMENT

The Board of Directors of Tax Increment Reinvestment Zone No. 13, City of El Paso, Texas, hereby execute this Acknowledgment solely to evidence its review of the attached Entitlement Agreement and acknowledgement of the representations made in Sections 16(D)-(F) and 19(B).

By: _____

Name: _____

Its: _____

Date: _____

SECTION 34. EXHIBITS

Exhibit A – Metes and Bounds Description and Survey Map of the Property

Exhibit B – Depiction of the TIRZ Land

Exhibit C – MMD Improvements and Costs

Exhibit D – Master Zoning Plan for the Property

Exhibit E – Property Pod Boundaries

Exhibit F – Road Improvements (Section 6)

Exhibit G – ASR Project

Exhibit H – City extension of Water and Sewer Service

Exhibit I – Public Right-of-Way and Parkland Maintenance Standards

Exhibit J – Form of Joinder by MMD

Exhibit K – Revised MMD Boundary

Exhibit L – Initial MMD Improvements Budget

Exhibit M – Location of Trail for future connection to Lazy Cow Trailhead

EXECUTION PAGES FOLLOW

Exhibit "A"

TRACT 1: A tract of land situated in Section 14, Block 81, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in [Exhibit A](#) attached hereto and made a part hereof for all purposes intended.

TRACT 2: A tract of land situated in Section 14, Block 81, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in [Exhibit A](#) attached hereto and made a part hereof for all purposes intended.

TRACT 3: A tract of land situated in Section 13, Block 81, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in [Exhibit A](#) attached hereto and made a part hereof for all purposes intended.

TRACT 4: A tract of land situated in Section 7, 17, 18, 19 and 20, Block 80, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in [Exhibit A](#) attached hereto and made a part hereof for all purposes intended, SAVE AND EXCEPT a tract of land situated in Section 19 described as "SAVE AND EXCEPT 1" and being more particularly described by metes and bounds in [Exhibit "A"](#) attached hereto and made a part hereof for all purposes intended.

TRACT 5: A tract of land situated in Section 19, Block 81, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in [Exhibit A](#) attached hereto and made a part hereof for all purposes intended.

TRACT 6: A tract of land situated in Section 19, Block 81, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in [Exhibit A](#) attached hereto and made a part hereof for all purposes intended.

TRACT 7: A tract of land situated in Section 20 and 21, Block 81, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in [Exhibit A](#) attached hereto and made a part hereof for all purposes intended, SAVE AND EXCEPT two tracts of land situated in Section 20 described as "SAVE AND EXCEPT 2" and "SAVE AND EXCEPT 3" and being more particularly described by metes and bounds in [Exhibit "A"](#) attached hereto and made a part hereof for all purposes intended.

TRACT 8: A tract of land situated in Section 19, Block 80, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in [Exhibit A](#) attached hereto and made a part hereof for all purposes intended.

Exhibit "A" continued

LEGAL DESCRIPTION

TRACT 1

BEING a tract of land situated in Section 14, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5418, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in to deed to The City of El Paso recorded in Volume 1242, Page 231 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "TX 6223" found in the west line of a called 146.69 acre tract of land described in deed to El Paso Electric Company recorded in Volume 1338, Page 471 of said Deed Records; from said point 1/2-inch iron rod with cap stamped "TX 6223" found in the common line of Sections 14 and 19, Block 81, Texas & Pacific Railway Company Surveys bears South 2°04'26" West, a distance of 137.96 feet;

THENCE departing the said west line of 146.69 acre tract, North 87°58'18" West, a distance of 2201.94 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner; from said point the common corner of Sections 14, 15, 18 and 19, Block 81, Block 81, Township 1, Texas & Pacific Railway Company Surveys bears South 69°44'39" West, a distance of 365.73 feet;

THENCE North 1°35'39" East, a distance of 440.01 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 88°24'21" West, a distance of 276.20 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the east right-of-way line of Martin Luther King Jr. Boulevard - Farm to Market Road No. 3255 (160-foot wide right-of-way);

THENCE North 1°35'05" East, along the said east right-of-way line of Martin Luther King Jr. Boulevard, a distance of 2954.50 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing the said east right-of-way line of Martin Luther King Jr. Boulevard, South 88°24'55" East, a distance of 2507.14 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the said west line of 146.69 acre tract;

THENCE South 2°04'26" West, along the said west line of 146.69 acre tract, a distance of 1119.40 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northeast corner of a called 5.0103 acre tract of land described in Special Warranty Deed to El Paso Electric Company recorded in Instrument No. 20130023452 of the Official Public Records of El Paso County, Texas;

THENCE North 87°55'24" West, along the north line of the said 5.0103 acre tract, a distance of 484.99 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northwest corner of the said 5.0103 acre tract;

THENCE South 2°04'36" West, along the west line of the said 5.0103 acre tract, a distance of 450.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner of the said 5.0103 acre tract;

THENCE South 87°55'24" East, along the south line of the said 5.0103 acre tract, a distance of 485.01 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the said west line of 146.69 acre tract, and being the southeast corner of the said 5.0103 acre tract;

THENCE South 2°04'26" West, a distance of 1842.32 feet to the **POINT OF BEGINNING** and containing 186.8783 acres or 8,140,420 square feet of land, more or less.

TRACT 2

BEING a tract of land situated in Section 14, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5418, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in to deed to The City of El Paso recorded in Volume 1242, Page 231 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" set in the east line of a called 146.69 acre tract of land described in deed to El Paso Electric Company recorded in Volume 1338, Page 471 of said Deed Records; from said point the common line of Sections 14 and 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys bears South 2°04'26" West, a distance of 137.98 feet;

THENCE North 2°04'26" East, along the said east line of 146.69 acre tract, a distance of 3419.02 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing the said east line of 146.69 acre tract, South 87°55'31" East, a distance of 2514.22 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 2°04'29" West, a distance of 3416.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner; from said point a 1/2-inch iron rod with cap stamped "TX 6223" found bears South 87°58'18" East, a distance of 25.70 feet;

THENCE North 87°58'18" West, a distance of 2514.18 feet to the **POINT OF BEGINNING** and containing 197.2806 acres or 8,593,544 square feet of land, more or less.

TRACT 3

BEING a tract of land situated in Section 13, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 2158, City of El Paso, El Paso County, Texas, and being part of a called 640 acre tract of land described in to deed to The City of El Paso recorded in Volume 1242, Page 231 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a point in the west right-of-way line of McCombs Street - Farm to Market Road No. 2529 (150-foot wide right-of-way); from said point a 2-inch iron pipe found for the common corner of Sections 13 and 20, Block 81, and Sections 18 and 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys bears South 26°56'37" East, a distance of 155.31 feet;

THENCE departing the said west right-of-way line of McCombs Street, North 87°59'37" West, a distance of 5154.24 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found; from said point a 2-inch iron pipe found for the common corner of Sections 13, 14, 19 and 20, Block 81, Texas & Pacific Railway Company Surveys bears South 22°27'21" West, a distance of 144.42 feet;

THENCE the following seven (7) calls:

North 2°04'29" East, a distance of 3409.37 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
South 87°55'31" East, a distance of 1741.66 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
South 12°48'18" East, a distance of 601.86 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
South 88°02'28" East, a distance of 535.96 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
South 24°32'23" East, a distance of 986.11 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
South 2°03'41" West, a distance of 150.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
South 87°56'20" East, a distance of 2280.20 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the said west right-of-way line of McCombs Street;

THENCE South 2°04'20" West, along the said west right-of-way line of McCombs Street, a distance of 1791.55 feet to the **POINT OF BEGINNING** and containing 300.1249 acres or 13,073,444 square feet of land, more or less.

TRACT 4

BEING a tract of land situated in Sections 7, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 2405, Sections 17, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract Nos. 2399, Sections 18, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract Nos. 9866, 9940, 10055 and 10009, Sections 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract Nos. 2400, and Sections 20, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract Nos. 5423, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in Deed to The City of El Paso recorded in Volume 1186, Page 178 of the Deed Records of El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of said Deed Records, and being part of a called 44.65 acre tract of land described in Deed to The City of El Paso recorded in Volume 1360, Page 610 of said Deed Records, and being part of the tract of land described as "PARCELL III" in Warranty Deed to El Paso Water Utilities Public Service Board recorded in Volume 4352, Page 569 of said Deed Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the intersection of the east right-of-way line of McCombs Street - Farm to Market Road No. 2529 (150-foot wide right-of-way) and the south right-of-way line of Farm to Market Road No. 2637 (120-foot wide right-of-way);

THENCE South 86°54'21" East, along the said south right-of-way line of Farm to Market Road No. 2637a distance of 820.10 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing the said south right-of-way line of Farm to Market Road No. 2637, South 34°17'58" East, a distance of 1341.86 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

THENCE the following thirty-seven (37) calls:

South 34°17'58" East, a distance of 1341.86 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 2°03'02" West, a distance of 1613.02 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 86°50'58" East, a distance of 2113.44 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 65°17'58" East, a distance of 1534.94 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 45°19'15" East, a distance of 19.38 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 45°17'45" East, a distance of 1502.92 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 2°03'04" West, a distance of 1823.27 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 51°37'58" West, a distance of 702.02 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 62°56'50" West, a distance of 601.40 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 51°38'14" West, a distance of 400.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 39°06'30" West, a distance of 406.05 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 38°22'03" West, a distance of 165.86 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 51°37'57" West, a distance of 150.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 38°22'03" East, a distance of 177.76 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 51°24'40" West, a distance of 528.96 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 19°51'14" West, a distance of 228.58 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 49°57'49" West, a distance of 187.08 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 61°00'26" West, a distance of 98.11 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 77°27'42" West, a distance of 372.48 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 39°27'18" West, a distance of 42.89 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 21°52'53" East, a distance of 369.06 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 10°26'38" East, a distance of 200.14 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 44°44'37" West, a distance of 230.83 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 50°18'32" West, a distance of 240.54 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 1°32'35" East, a distance of 154.23 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 15°31'35" West, a distance of 468.37 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 17°05'22" West, a distance of 309.38 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 3°06'59" East, a distance of 30.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 86°53'01" West, a distance of 1343.70 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 3°30'18" East, a distance of 128.26 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 43°48'14" East, a distance of 549.99 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 29°35'20" East, a distance of 363.20 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;
North 24°14'58" East, a distance of 1095.82 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 30°31'31" West, a distance of 1429.85 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 86°50'58" West, a distance of 394.49 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
South 77°18'43" West, a distance of 1117.20 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 2°04'03" East, a distance of 1088.78 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 38°50'55" West, a distance of 541.68 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the said east right-of-way line of McCombs Street;

THENCE North 2°04'20" East, along the said east right-of-way line of McCombs Street, a distance of 1028.38 feet to a concrete monument found for corner;

THENCE continuing along the said east right-of-way line of McCombs Street, North 2°04'50" East, a distance of 538.87 feet to the **POINT OF BEGINNING** and containing 435.7195 acres or

18,979,942 square feet of land, save and except the following 0.6141 acre (26,750 square feet) tract, leaving a net area of 18,953,192 square feet or 435.1054 acres, more or less.

SAVE & EXCEPT 1

BEING a tract of land situated in Sections 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract Nos. 2400, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of said Deed Records, and being part of a called 44.65 acre tract of land described in Deed to The City of El Paso recorded in Volume 1360, Page 610 of said Deed Records, and being part of the tract of land described as "PARCELL III" in Warranty Deed to El Paso Water Utilities Public Service Board recorded in Volume 4352, Page 569 of said Deed Records, and being more particularly described as follows:

COMMENCING at the south corner of TRACT 4;

THENCE North 25°41'37" East, a distance of 1945.28 feet to the **POINT OF BEGINNING**;

THENCE the following eight (8) calls:

North 3°06'59" East, a distance of 150.00 feet to a point for corner;
South 86°53'01" East, a distance of 25.00 feet to a point for corner;
North 3°06'59" East, a distance of 85.00 feet to a point for corner;
South 86°53'01" East, a distance of 50.00 feet to a point for corner, from said point the easternmost southeast corner of said TRACT 4 bears South 77°25'18" East, a distance of 1279.10 feet;
South 3°06'59" West, a distance of 85.00 feet to a point for corner;
South 86°53'01" East, a distance of 75.00 feet to a point for corner;
South 3°06'59" West, a distance of 150.00 feet to a point for corner;
North 86°53'01" West, a distance of 150.00 feet to the **POINT OF BEGINNING** and containing 26,750 square feet or 0.6141 acres of land, more or less.

TRACT 5

BEING a tract of land situated in Section 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 2161, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "TX 6223" found in the west line of a called 146.69 acre tract of land described in deed to El Paso Electric Company recorded in Volume 1338, Page 471 of said Deed Records; from said point a 1/2-inch iron rod with cap stamped "TX 6223" found the northeast corner of North Hills Unit Thirteen Correction Plat, an addition to the City of El Paso, Texas according to the plat recorded in Volume 3004, Page 418 of the Official Public Records of El Paso County, Texas bears South 1°58'56" West, a distance of 50.35 feet;

THENCE departing the said west line of 146.69 acre tract, 87°57'13" West, a distance of 951.07 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

THENCE the following four (4) calls:

North 2°02'47" East, a distance of 500.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 87°57'13" West, a distance of 800.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 2°02'47" West, a distance of 500.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 87°57'13" West, a distance of 697.34 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the east right-of-way line of Martin Luther King Jr. Boulevard - Farm to Market Road No. 3255 (160-foot wide right-of-way); from said point 1/2-inch iron rod with cap stamped "TX 6223" found the northwest corner of said North Hills Unit Thirteen Correction Plat bears South 2°08'35" West, a distance of 50.15 feet;

THENCE North 2°08'35" East, along the said east right-of-way line of Martin Luther King Jr. Boulevard, a distance of 809.96 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE continuing along the said east right-of-way line of Martin Luther King Jr. Boulevard, North 1°35'05" East, a distance of 3853.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing the said east right-of-way line of Martin Luther King Jr. Boulevard, South 88°24'21" East, a distance of 276.01 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 1°35'39" East, a distance of 440.01 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 87°58'18" East, a distance of 2199.86 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner in the said west line of 146.69 acre tract;

THENCE South 1°58'56" West, along the said west line of 146.69 acre tract, a distance of 5106.13 feet to the **POINT OF BEGINNING** and containing 276.2289 acres or 12,032,530 square feet of land, more or less.

TRACT 6

BEING a tract of land situated in Section 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 2161, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "TX 6223" found in the east line of a called 146.69 acre tract of land described in deed to El Paso Electric Company recorded in Volume

1338, Page 471 of said Deed Records; from said point the northeast corner of Sandstone Ranch Unit Ten, an addition to the City of El Paso, Texas according to the plat recorded in Volume 2014, Page 32 of the Official Public Records of El Paso County, Texas bears South 80°45'29" East, a distance of 402.32 feet;

THENCE North 1°58'56" East, along the said east line of 146.69 acre tract, a distance of 5106.19 feet to a point for corner;

THENCE departing the said east line of 146.69 acre tract, South 87°58'18" East, a distance of 2514.18 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE the following eight (8) calls:

South 1°58'59" West, a distance of 2315.30 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 88°01'01" West, a distance of 337.30 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 1°58'59" West, a distance of 310.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 88°01'01" East, a distance of 337.30 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 1°58'59" West, a distance of 896.47 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 88°01'01" West, a distance of 1664.69 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northwest corner of a called 50.7072 acre tract of land described in Special Warranty Deed to El Paso Independent School District recorded in Instrument No. 20130026455 of said Official Public Records;

South 1°58'59" West, a distance of 1583.37 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 87°57'13" West, a distance of 849.42 feet to the **POINT OF BEGINNING** and containing 231.7902 acres or 10,096,781 square feet of land, more or less.

TRACT 7

BEING a tract of land situated in Section 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5419 and Section 21, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 2162, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a point in the west right-of-way line of McCormbs Street - Farm to Market Road No. 2529 (150-foot wide right-of-way); from said point a 2-inch iron pipe found for the common corner of Sections 13 and 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys and Sections 18 and 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys bears North 30°24'25" East, a distance of 158.13 feet;

THENCE South 1°57'20" West, along the said west right-of-way line of McCombs Street, a distance of 5159.68 feet 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 87°56'56" West, departing the said west right-of-way line of McCombs Street a distance of 49.20 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE the following fourteen (14) calls:

South 2°01'06" West, a distance of 165.71 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 87°58'54" West, a distance of 150.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 2°01'06" West, a distance of 120.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 87°58'54" East, a distance of 150.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 2°01'06" West, a distance of 240.62 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 51°37'58" West, a distance of 1054.89 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner; from said point the southeast corner of Sandstone Ranch Estates Unit One, an addition to the City of El Paso, Texas according to the plat recorded in Volume 2006, Page 111 of the Official Public Records of El Paso County, Texas bears South 8°00'04" West, a distance of 45.00 feet;

North 38°21'10" West, a distance of 1657.80 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 87°58'35" West, a distance of 3230.28 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 1°58'59" East, a distance of 2594.68 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 87°59'29" East, a distance of 190.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 2°00'31" East, a distance of 150.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 87°59'29" West, a distance of 190.07 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 1°58'59" East, a distance of 2360.40 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

South 87°59'37" East, a distance of 5154.31 feet to the **POINT OF BEGINNING** and containing 635.8523 acres or 27,697,726 square feet of land, save and except the following 2.0661 acre (90,000 square feet) tract and the following 14.4628 acre (630,000 square feet) tract, leaving a net area of 26,977,726 square feet or 619.3234 acres, more or less.

LEGAL DESCRIPTION

SAVE & EXCEPT 2

BEING a tract of land situated in Section 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5419, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at the northeast corner of TRACT 7;

THENCE South 63°10'09" West, a distance of 4582.93 feet to the **POINT OF BEGINNING**;

THENCE the following four (4) calls:

South 2°00'31" West, a distance of 300.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 87°59'29" West, a distance of 300.00 feet to 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 2°00'31" East, a distance of 300.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner; from said point the northwest corner of said TRACT 7 bears North 18°47'40" West, a distance of 2364.55 feet.

South 87°59'29" East, a distance of 300.00 feet to the **POINT OF BEGINNING** and containing 2.0661 acres or 90,000 square feet of land, more or less.

LEGAL DESCRIPTION

SAVE & EXCEPT 3

BEING a tract of land situated in Section 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5419, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at the northeast corner of TRACT 7;

THENCE South 30°25'57" West, a distance of 2326.97 feet to the **POINT OF BEGINNING**;

THENCE the following four (4) calls:

South 1°58'59" West, a distance of 700.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 88°01'01" West, a distance of 900.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 1°58'59" East, a distance of 700.00 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner; from said point the northwest corner of said TRACT 7 bears North 54°57'03" West, a distance of 3753.73 feet;

South 88°01'01" East, a distance of 900.00 feet to the **POINT OF BEGINNING** and containing 14.4628 acres or 630,000 square feet of land, more or less.

LEGAL DESCRIPTION

TRACT 8

BEING a tract of land situated in Section 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. , City of El Paso, El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a point in the east right-of-way line of McCombs Street - Farm to Market Road No. 2529 (150-foot wide right-of-way), from said point the common corner of Sections 20 and 21, Block 81, Texas & Pacific Railway Company Surveys and Sections 19 and 30, Block 80, Texas & Pacific Railway Company Surveys bears North 89°30'24" West, a distance of 79.97 feet;

THENCE North 1°57'20" East, along the said east right-of-way line of McCombs Street, a distance of 2609.31 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing the said east right-of-way line of McCombs Street, South 86°53'44" East, a distance of 858.91 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE the following four (4) calls:

South 42°28'24" East, a distance of 357.10 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 1°56'56" West, a distance of 1794.64 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 51°38'18" West, a distance of 851.84 feet to a 1/2-inch iron rod with cap stamped "TX 6223" found for corner;

North 86°57'26" West, a distance of 459.51 feet to the **POINT OF BEGINNING** and containing 61.4877 acres or 2,678,402 square feet of land, more or less.

Tax Increment Reinvestment Zone #13 City of El Paso, Texas

PRELIMINARY PROJECT AND FINANCING PLAN
September 2018



Preliminary Project and Financing Plan, TIRZ #1.3

EXHIBIT C

MMD IMPROVEMENTS AND COSTS

MMD IMPROVEMENTS		ESTIMATED COST (Excluding Maintenance)	INITIAL CAPITAL BY (Entity Provides Project Financing)	PAID BY (Entity that ultimately bears cost)	OWNERSHIP	MAINTENANCE COSTS & OBLIGATIONS
RESIDENTIAL PUBLIC INFRASTRUCTURE IMPROVEMENTS	Excavation	22,469,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City	City or MMD ¹
	Erosion Control	1,796,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City	City or MMD ¹
	Wastewater	24,283,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City	City
	Water	28,181,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City	City
	Storm Drainage	29,791,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City	City or MMD ¹
	Paving	40,149,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City	MMD
	Public Parks and Open Space	40,803,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City	MMD
	Engineering Survey Inspection MMD Advance Planning and Contingency	43,118,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	MMD	n/a
	Total	230,590,000.00				
THOROUGHFARE PUBLIC INFRASTRUCTURE IMPROVEMENTS	Excavation	1,299,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City ³	MMD
	Erosion Control	910,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City ³	MMD
	Wastewater	2,944,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City ³	City
	Water	3,338,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City ³	City
	Storm Drainage	22,892,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City ³	City or MMD or TxDot ⁴
	Paving	40,447,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City ³	MMD or TxDot ⁴
	Landscaping	8,095,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	City ³	MMD
	Public Infrastructure Engineering Survey Inspection MMD Advance Planning and Contingency	17,583,000.00	Owner/Developer	MMD Ad Valorem Taxes and/or Available TIRZ Revenue	MMD	n/a
	Total	97,508,000.00				
REIMBURSEMENT CAP		328,098,000.00				

1 MMD Improvements that are located within dedicated parkland or public rights of way shall be maintained by the District through the Term of the Agreement;

2 intentionally deleted

3 With the exception of improvements within TxDOT-owned public rights-of-way, all thoroughfare public improvements, including Off-Site Improvements shall be owned by the City

4 All roads located within TxDOT-owned rights of way will be maintained by TxDOT.



THE CITY OF EL PASO, TEXAS
NORTHEAST 2,313 ACRES
MASTER ZONING PLAN

JANUARY 2020

Prepared by:

Kimley»Horn



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

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ATTACHMENT "A" - DISTRICT BOUNDARY

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ATTACHMENT "F" – EXISTING MASTER THOROUGHFARE PLAN



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Introduction

This Master Zoning Plan (“Plan”) is a required component of the documentation necessary for developing land in El Paso that is zoned a Mixed-Use District. The provisions for the preparation of this Plan are found under Title 20, Chapter 20.04, Section IV, which states: “For any use authorized in a Mixed-Use District (RMU, GMU and IMU), a master zoning plan shall be required.” This Plan is being submitted for the subject property that is currently zoned GMU (General Mixed-Use District) and will be subject to the requirements established herein.

1.1 Scope

The scope of this Plan sets forth revisions affecting the District consisting of approximately 2,313 acres as further described in Attachment A (“District”). This Plan replaces the Master Zoning Plan approved on August 12, 2008 by Ordinance No. 016959 and the Major Amendment – Master Zoning Plan approved on July 17 2012 by Ordinance No. 017825 for the District (collectively the “Prior Plan”). No changes are proposed for the remaining 2,630 acres that were included in the Prior Plan at this time. This document provides guidance for the distribution, placement and appearance of forms, spaces and linkages within the District. The District contemplated under this Plan is intended to develop into a unified, planned community that conforms with the City’s land development objectives.

1.2 Purpose and Intent

The purpose of the Plan is to create planned, residential, mixed use, commercial, and industrial development in an area that has been blighted due to needed public infrastructure that will yield additional tax revenue to all taxing jurisdictions.

The regulations governing this District provide opportunities for the developer to utilize alternative design criteria in order to accomplish the following objectives:

- Provide for appropriate land uses within the property;
- Coordinate appropriate transportation corridors;
- Provide for a mix of uses within the development;
- Provide for a range of parks and open space;
- Allow for the use of drainage facilities for open space amenities;
- Provide for multimodal transportation options within the development, such as hike and bike trails and other amenities.

1.3 General Guidelines

The following guidelines together suggest the desired development form for this District. The components of this development form are land use, streets, and spaces as governed by this Plan. Together, these documents provide guidance for the distribution, placement and appearance of land use, linkages, and spaces within the District.



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

It is not the intent of these guidelines to mandate or imply that a design reference to each item be included in each submittal; rather, when there is a practical opportunity for an item to be included as part of the development plan, such item shall be considered.

The intent of the design and function of the District as a whole is as follows:

- The District will contain a variety of residential land uses, including but not limited to single-family and multi-family uses.
- The District will be organized as a community incorporating mixed-use, commercial, and industrial areas serving adjacent neighborhoods.
- The District will contain an arterial system serving the district and neighboring regional areas.
- Civic and institutional uses may be integrated with residential areas.
- A range of open space types, such as trails, amenity centers and parks, will be distributed within and throughout the District as deemed appropriate by a developer.
- The District will include school sites based on coordination with the El Paso Independent School District.

Master Land Use Plan

The Plan is described herein and is depicted on the Master Land Use Plan, a copy of which is attached hereto as Attachment B. Key components of the Master Land Use Plan are described below.

2.1 Development Context

The District is bounded by Martin Luther King Jr. Boulevard to the west, US Highway 54 to the south. The District is currently zoned GMU (General Mixed-Use). The District is further defined in Appendix “A” attached hereto (“District”).

2.2 Topography

The land comprising the District slopes gently downhill at an approximate 2% gradient eastward from Martin Luther King Jr. Blvd.

2.3 Proposed Land Use Types

Each of the following proposed land use types are shown distributed throughout the Master Land Use Plan and are described in Section 3. The following designated areas will promote a mix of uses which will be integrated appropriately within the development.

To promote a mix of uses for the District, the following development standards will apply:

- Residential units are estimated to not exceed 9,500 units, of which up to 2,500 units are targeted to be multi-family and/or senior housing dependent on market demands.



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

- Commercial land uses are estimated to not exceed 300 acres; however, actual acreage will be dependent on market demands and the needs of the District and surrounding area.
- Large business employers will be targeted to provide additional employment opportunities for residents of the community.
- Manufacturing and industrial uses providing for employment opportunities within the District shall be added based on market demands.

2.3.1 Neighborhood Development Area

- This designated area may contain single-family, multi-family, senior living, civic, and institutional uses based on appropriate densities.
- Neighborhood commercial uses may also be located within this area that support adjacent neighborhoods.
- Community uses, such schools, public safety uses, and government buildings may also be located in this area.
- Commercial, manufacturing and offices uses of varying sizes creating employment opportunities for residents in the District and surrounding communities may be integrated within this area to facilitate urban design and a live/work environment if desired.

2.3.2 Regional Mixed Use

- This designated area may contain neighborhood commercial, regional commercial, and super regional commercial land uses.
- Single-family, multi-family, civic, and institutional uses may also be located within this area as appropriate.
- Community uses, such schools, offices, public safety uses, and government buildings may also be located in this area.
- Manufacturing and industrial uses providing for employment opportunities for residents may located on the property as deemed appropriate.

2.4 Specific Land Use Provisions

2.4.1 Access

Residential neighborhoods will be located to have access to commercial and open space areas, provide for a variety of dwelling types, and call for densities appropriate to the needs of the neighborhood and community retail that serve them. A hike and bike trail system will be constructed within the District to connect various uses and neighborhoods throughout the community.

2.4.2 Parks and Open Space

Parks and open space will be distributed throughout the District and will be a focal point of the development.



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

2.4.3 Schools

School sites will be permitted within the District. Final location of school sites will be coordinated with the El Paso Independent School District at the appropriate time during the development process, based on the school district's demand analysis and feasibility for site location.

2.4.4 Coordination

The roadway network shall be as reflected in the current Master Thoroughfare Plan adopted on August 12, 2008 under Ordinance No. 016961, a copy of which is attached hereto as Attachment F ("Master Thoroughfare Plan"). Coordination with the school district as referenced above will occur as well as coordination with the City on multiple areas including median landscaping as well as trail connections with abutting property to facilitate future trails located outside the District.

2.5 Arterial Roadways

Arterial roadways vary depending on the proposed function, anticipated land uses, and anticipated traffic load. The area contains a variety of arterial roadway types in anticipation of demand for a number of housing units, mixed use commercial, and industrial development, and other needs. Details and explanatory text for the arterial roadway network will be defined in a future Land Study or plat submittal. The Master Thoroughfare Plan was revised to be consistent with this Plan and to achieve the Policy and Goals set forth in this Plan.

2.6 Phasing

Attachment C, attached hereto, depicts a conceptual phasing plan and is subject to change. Such plan will be developed based on market demand, utilities and other infrastructure availability. Each phase will be developed in smaller sub-phases considering the variables before mentioned. A change of the conceptual phasing plan shall not require a minor or major amendment to this Plan.

2.7 Relation to Plan El Paso

In the section, "Northeast: Community Concerns," Plan El Paso states that development should occur on vacant, former City-owned lands as master planned growth. In 2008 and 2012, the City of El Paso determined that Smart Code Zoning was not appropriate for the property located in the District and rezoned the property to General Mixed-Use ("GMU") zoning. In conformance with Plan El Paso, GMU zoning encourages smart growth principles such as mixed-use development and varied housing types. The proposed District will be developed in conformance with the Master Land Use Plan attached as Attachment B which anticipates the use of a series of neighborhoods and regional developments that provide for a mix of uses and a range of parks and open space. The District shall utilize Policies and Goals contained in Plan El Paso as developer deems appropriate and feasible.



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Development Regulations

3.1 General

The District may be developed in conformance with this Master Zoning Plan and El Paso City Code provision contrary to the Master Zoning Plan are superseded by the Master Zoning Plan as set forth in 20.10.360 of the El Paso City Code. Title 20 of the El Paso City Code shall apply only to issues not covered by this Master Zoning Plan and only to the extent set forth in the Master Zoning Plan.

3.2 Purpose and Intent

The purpose of the development regulations for the District is to provide for the housing, educational, recreational, employment, shopping and business needs of the population and to promote compatible uses that are appropriate in area, location, and form. The proposed mix of land uses supports this purpose by offering a broad range of development possibilities to meet the needs of a variety of market sectors, including but not limited to the military which has a large presence at Fort Bliss and to better adapt to the market conditions at the time of development.

3.3 Land use Types, Densities, and Dimensional Standards

The intent of the design and function of the District shall be regulated by the requirements of this Section. The distribution of these land use types is shown on the Master Land Use Plan in Attachment 'B'.

General Data Required for the District

Total Acreage	2,313 acres
Proposed Total Number of Dwelling Units for All Residential Land Uses Combined	9,500 Units
Proposed Nonresidential Land Uses Combined	300 acres/maximum proposed total floor area of 8,805,000 Sq Ft
Proposed Density	9,500 units for residential development, 300 acres for commercial development

Proposed Acreage for Applicable Land Uses

<u>Acreage by Land Use</u>	<u>Approximate Acreage</u>
Residential	1,841 acres



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Mixed-Use, Commercial	300 acres
Civic Uses	22 acres
Parks and Open Space	135 acres
Schools	15 acres

Proposed Maximum Density Land Use

Residential Dwelling	6 units per acre
High Density Residential Dwelling	10 units per acre
Multifamily Dwelling	26 units per acre

3.3.1 Neighborhood Development Areas

The purpose of the Residential Area is to provide for a wide range of housing types integrated within neighborhoods. The Residential Area will also integrate unique features of the District, including established roadways, desert topography, and views of the Franklin Mountains. The characteristics of residential land uses include primarily single-family dwellings, along with townhomes, condominiums, duplexes, triplexes, quadruplexes, house trailers, temporary buildings or structures, and other similar dwelling units. Multi-family uses, such as apartment buildings, will also be integrated into the development. The Residential Area also includes mixed-uses and non-residential uses, which includes commercial and industrial uses and shall include all the permitted uses in Attachment “D”.

Uses within the Neighborhood Development Area are defined in Attachment ‘D’ – Allowable Land Uses.

The following property development regulations apply for these uses:

Residential Setbacks/Residential Standards

Detached Single Family, Attached Single Family, Duplexes, Triplexes, and Quadruplexes

Minimum Front Setback for Detached Primary Structure	20’
Minimum Front Setback for Attached Primary Structure	10’
Minimum Front Setback for Attached Porches	10’
Minimum Front Setback for Attached Garages and Carports	20’
Minimum Rear Setback for Primary Structure and Attached Covered Patios	10’
Minimum Cumulative Front and Rear Setback	30’
Minimum Side Setback, Attached Single-Family	0’, Note that when less than 5’, Two hour fire rating is required
Minimum Side Setback, Other Residential Uses	5’



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Minimum Side Street Setback	15'
Detached and Attached Single-Family Minimum Lot Depth	75'
Other Residential Minimum Lot Depth	100'
Minimum Lot Width, Detached Single-Family	30'
Minimum Lot Width, Attached Single-Family	20'
Minimum Lot Width, Duplex	60'
Minimum Lot Width, Triplex or Quadruplex	80'
Maximum Lot Depth	300'
Maximum Lot Width	100'
Maximum Lot Coverage	60%
Maximum Primary structure height	35'
Maximum Accessory Structure Height	15'
Minimum Area Detached	1,200 square feet
Minimum Area Attached	1,000 square feet

Apartment

Minimum Lot Area	1,500 square feet
Minimum Lot Width	0'
Minimum Lot Depth	0'
Minimum Front Setback	0'
Minimum Rear Setback	25'
Cumulative Front and Rear Setback	25'
Minimum Side Setback	5'
Minimum Side Street Setback	10'
Maximum Building Height for Multi-Family Residential	35; may exceed 35 feet when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in
Maximum Floor Area Ratio*	4
Maximum Dwelling Units Per Acre	26

*By way of example: a 2,000 Sq ft lot would have 8,000 Sq ft of allowable building space.

Mixed-Use/Live-Work/Non-Residential Uses (commercial and industrial uses)



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

<u>Minimum Front Setback</u>	0'
<u>Minimum Rear Setback</u>	10'
<u>Minimum Side Setback</u>	5'
<u>Minimum Side Street Setback</u>	10'
<u>Minimum Lot Width</u>	0'
<u>Minimum Lot Depth</u>	0'
<u>Maximum Building Height</u>	none
<u>Maximum Floor Area Ratio*</u>	4.0

*By way of example: a 2,000 Sq ft lot would have 8,000 Sq ft of allowable building space.

3.3.2 Regional Mixed-Use Area

The purpose of the Regional Mixed-Use Area is to provide for a range of retail, commercial, and industrial uses. The Regional Mixed-Use Area consists of community-serving retail, commercial, and industrial uses that serve the District. The Regional Mixed-Use Area also consists of residential uses that will be integrated in the District. Regional Mixed-Use Area shall include all the permitted uses in Attachment "D".

Regional Mixed-Use and Non-Residential Uses within the Regional Mixed-Use Area are defined in Appendix 'D' – Allowable Land Uses. The following property development regulations apply for these uses:

Mixed-Use/Non-Residential Setbacks & Mixed-Use/Non-Residential Standards (commercial and industrial uses)

Minimum Front Setback	0'
Minimum Rear Setback	10'
Minimum Side Setback	5'
Minimum Side Street Setback	10'
Minimum Lot Width	0'
Minimum Lot Depth	0'
Maximum Building Height	none
Maximum Floor Area Ratio*	4
Maximum Dwelling Units Per Acre	26

* By way of example: a 2,000 Sq ft lot would have 8,000 Sq ft of allowable building space.

Residential Uses, including single-family attached, single-family detached, duplexes, triplexes, and quadruplexes setbacks and standards



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Minimum Required Front Setback for Primary Structure and Attached Porches	10'
Minimum Front Setback for Attached Garages and Carports	20'
Minimum Required Rear Setback for Primary Structure and Attached Covered Patios	10'
Cumulative Front and Rear Setback	20'
Minimum Side Setback, Single-Family Attached	0' Note: If less than 5' feet, minimum 2 hour fire rating is required
Minimum Side Setbacks, other residential uses	5'
Minimum Side Street Setback	15'
Minimum Lot Depth	100'
Minimum Lot Width, Single-Family Detached	40'
Minimum Lot Width, Single-Family Attached	20'
Minimum Lot Width, Duplex	40'
Minimum Lot Width, Triplex or Quadruplex	60'
Maximum Lot Depth	300'
Maximum Lot Width	100'
Maximum Lot Coverage	60%
Maximum primary structure height	35'
Maximum accessory structure height	15'

3.4 Landscaping

Uses within the District shall conform to the standards of Chapter 18.46 Landscape of the El Paso City Code and more specifically 18.46 Article 4 (Street Tree) of the City Code. For arterials, the District will coordinate with the City to establish themes for landscaping of medians. Landscaping will include trees and shrubs that are native or adapted for the Chihuahuan Desert and are drought tolerant. The District will also create gateway features on high visibility arterials and corridors, such as unique landscape and wall features and integrated signage and decorative lighting.

3.5 Parking

Parking for uses within the area shall conform to the standards of Title 20 (Zoning) of the El Paso City Code.



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Roadway and Trail Network

Within the District, the roadway network will promote connectivity between neighborhoods and linkages to mixed uses, park and open space, and District amenities. The District will request alternative designs for cross sections to promote traffic calming, walking, bicycling, transit, and safe driving.

Sidewalks will be provided as required by City Code, and protected bicycle lanes are encouraged. The design of major and minor arterial roadways should allow for lane widths that accommodate bus service. Care should be taken where possible to coordinate transit stops with trailheads, hike and bike trails, and commercial nodes serving multiple neighborhoods. A hike and bike trail system will be constructed within the district to connect various uses and neighborhoods throughout the community.



Illustration 1

Reference Attachment E for roadway section standards.

4.1 Roadway Design Principles

The intent of the design and function of the circulation systems based on the following principles:

- The street network will be designed to connect neighborhoods and provide multiple connections and direct routes.
- Arterials and local streets will provide networks for pedestrians and bicyclists in conformance with applicable requirements.
- Arterials, collectors, and local streets will be designed to promote traffic calming.

4.2 Alternative Design Standards

Arterials and roadways in the District may be designed using Alternative Subdivision Improvement Design Standards contained in Title 19 in a future land study or plat submittal.



Illustration 2

4.3 Trail System

The project will include a trail system within the District that is intended to be a unifying element. The trail system is intended to connect the various uses and neighborhoods through walkable access to



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

amenity centers, schools, open space, parks and mixed-use areas, as well as facilitate access to Martin Luther King Jr. Blvd to connect to future Franklin Mountain trail. If a hike and bike trail system is proposed outside of arterials, it shall comply with applicable provisions of the City Code. Hike and Bike trails within the arterials shall conform with the arterial cross section herein. Paths of concrete, asphalt, decomposed granite or similar material shall be used with trail heads, benches, trees, water fountains and pet waste stations incorporated within the design.

Illustrations 1 and 2 depict the use of well-planned hike and bike trails enhancing a sense of community and connectivity within and between neighborhoods and mixed-use areas.

Parks and Open Space

Parks and open space will be distributed throughout the District and shall achieve a connection to adjacent residential neighborhoods. Parks and Open Space will also be accessible from gathering places (e.g., schools, parks, retail/office) including the proposed hike and bike network within the District in accordance with the El Paso City Code. The District will include a minimum of 135 acres of collective Parks and Open Space with amenities that enhance the quality of life for residents, or the minimum parkland dedication requirements as per Title 19, whichever is greater. The District will coordinate with the City of El Paso, as an abutting landowner with the development of its ASR project, to serve as an added amenity and open space for the benefit of the residents of the District and abutting communities.



Illustration 3

5.1 Parks and Open Space and Amenity Centers

Parks and open space within the District shall conform to the standards of Title 19 (Subdivision) of the El Paso City Code except as provided for herein. Amenity Centers that will be privately maintained for the benefit of the residents in the District will be located within the open space. These may include varying features such as splash parks, sports practice fields, pools, playground equipment, covered pavilions, restrooms, frisbee golf courses, dog parks, or other recreational spaces. The amenities shall be determined based on market demands and demographics of future residents of the community. In this case, the District may utilize Alternative Subdivision Design Standards of Title 19 (Subdivisions).



Illustration 4



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT



Illustrations 3, 4 and 5 depict examples of well-configured open space areas with appropriate amenities for El Paso creating signature neighborhoods and communities that could be included in the District.

Illustration 5

Schools

El Paso Independent School District owns a 50-acre site within the property for future schools. The development of the site will be coordinated with the El Paso Independent School District. Future elementary and middle school sites shall be coordinated with the El Paso Independent School District to accommodate the needs of the District.

Buildings

7.1 General Design Principles

1. Buildings express architectural compatibility, with coordinated architectural features that contribute to community identity.
2. Buildings are compact, designed at human scale and are sited in a manner that supports pedestrian activity.
3. Architectural and landscape design are appropriate to physical, historical and economic conditions.
4. Landmark buildings, entry statements, public spaces and art establish focal points at appropriate locations within and throughout the development.
5. The design and function of buildings and open spaces respects and is influenced by local climate, topography, history, and building practice.
6. Buildings and other improvements are compatible in their arrangement, bulk, form, character, and landscaping.



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

ATTACHMENT “A” – DISTRICT BOUNDARY

LEGAL DESCRIPTION

TRACT 1

BEING a tract of land situated in Section 14, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5418, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in to deed to The City of El Paso recorded in Volume 1242, Page 231 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a point in the west line of a called 146.69 acre tract of land described in deed to El Paso Electric Company recorded in Volume 1338, Page 471 of said Deed Records; from said point the common line of Sections 14 and 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys bears South 2°04'26" West, a distance of 137.96 feet;

THENCE departing the said west line of 146.69 acre tract, North 87°58'18" West, a distance of 2201.94 feet to a point for corner; from said point the common corner of Sections 14, 15, 18 and 19, Block 81, Block 81, Township 1, Texas & Pacific Railway Company Surveys bears South 69°44'39" West, a distance of 365.73 feet;

THENCE North 1°35'39" East, a distance of 440.01 feet to a point for corner;

THENCE North 88°24'21" West, a distance of 276.20 feet to a point for corner in the east right-of-way line of Martin Luther King Jr. Boulevard – Farm to Market Road No. 3255 (160-foot wide right-of-way);

THENCE North 1°35'05" East, along the said east right-of-way line of Martin Luther King Jr. Boulevard, a distance of 2954.50 feet to a point for corner;

THENCE departing the said east right-of-way line of Martin Luther King Jr. Boulevard, South 88°24'55" East, a distance of 2507.14 feet to a point for corner in the said west line of 146.69 acre tract;

THENCE South 2°04'26" West, along the said west line of 146.69 acre tract, a distance of 1119.40 feet to a point for the northeast corner of a called 5.0103 acre tract of land described in Special Warranty Deed to El Paso Electric Company recorded in Instrument No. 20130023452 of the Official Public Records of El Paso County, Texas;

THENCE North 87°55'24" West, along the north line of the said 5.0103 acre tract, a distance of 484.99 feet to a point for the northwest corner of the said 5.0103 acre tract;



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THENCE South 2°04'36" West, along the west line of the said 5.0103 acre tract, a distance of 450.00 feet to a point for the southwest corner of the said 5.0103 acre tract;

THENCE South 87°55'24" East, along the west line of the said 5.0103 acre tract, a distance of 485.01 feet to a point for corner the said west line of 146.69 acre tract, and being the southeast corner of the said 5.0103 acre tract;

THENCE South 2°04'26" West, a distance of 1842.32 feet to the **POINT OF BEGINNING** and containing 186.8783 acres or 8,140,420 square feet of land, more or less.

LEGAL DESCRIPTION

TRACT 2

BEING a tract of land situated in Section 14, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5148, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in to deed to The City of El Paso recorded in Volume 1242, Page 231 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a point in the east line of a called 146.69 acre tract of land described in deed to El Paso Electric Company recorded in Volume 1338, Page 471 of said Deed Records; from said point the common line of Sections 14 and 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys bears South 2°04'26" West, a distance of 137.98 feet;

THENCE North 2°04'26" East, along the said east line of 146.69 acre tract, a distance of 3369.02 feet to a point for corner;

THENCE departing the said east line of 146.69 acre tract, South 87°56'56" East, a distance of 2514.22 feet to a point for corner;

THENCE South 2°04'29" West, a distance of 3368.02 feet to a point for corner; from said point the common corner of Sections 13, 14, 19 and 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys bears South 8°28'55" East, a distance of 139.59 feet;

THENCE North 87°58'18" West, a distance of 2514.18 feet to the **POINT OF BEGINNING** and containing 194.4248 acres or 8,469,145 square feet of land, more or less.

LEGAL DESCRIPTION

TRACT 3



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BEING a tract of land situated in Section 13, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 2158, City of El Paso, El Paso County, Texas, and being part of a called 640 acre tract of land described in to deed to The City of El Paso recorded in Volume 1242, Page 231 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a point in the west right-of-way line of McCombs Street – Farm to Market Road No. 2529 (150-foot wide right-of-way); from said point the common corner of Sections 13 and 20, Block 81, and Sections 18 and 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys bears South 26°56'37" East, a distance of 155.31 feet;

THENCE departing the said west right-of-way line of McCombs Street, North 87°59'37" West, a distance of 5154.24 feet to a point for corner;

THENCE North 2°04'29" East, a distance of 3398.84 feet to a point for corner;

THENCE South 87°55'31" East, a distance of 1741.93 feet to a point for corner;

THENCE South 13°02'28" East, a distance of 591.61 feet to a point for corner;

THENCE South 88°02'28" East, a distance of 535.96 feet to a point for corner;

THENCE South 24°32'23" East, a distance of 986.11 feet to a point for corner;

THENCE South 2°03'41" West, a distance of 150.00 feet to a point for corner;

THENCE South 87°55'42" East, a distance of 2280.20 feet to a point for corner in the said west right-of-way line of McCombs Street;

THENCE South 2°04'20" West, along the said west right-of-way line of McCombs Street, a distance of 1791.13 feet to the **POINT OF BEGINNING** and containing 299.6758 acres or 13,053,876 square feet of land, more or less.

LEGAL DESCRIPTION

TRACT 4

BEING a tract of land situated in Sections 7, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 2405, Sections 17, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract Nos. 2399, Sections 18, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract Nos. 9866, 9940, 10055 and 10009, Sections 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract Nos. 2400, and Sections 20, Block 80, Township 1, Texas & Pacific



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Railway Company Surveys, Abstract Nos. 5423, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in Deed to The City of El Paso recorded in Volume 1186, Page 178 of the Deed Records of El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of said Deed Records, and being part of a called 44.65 acre tract of land described in Deed to The City of El Paso recorded in Volume 1360, Page 610 of said Deed Records, and being part of the tract of land described as "PARCELL III" in Warranty Deed to El Paso Water Utilities Public Service Board recorded in Volume 4352, Page 569 of said Deed Records, and being more particularly described as follows:

BEGINNING at the intersection of the east right-of-way line of McCombs Street – Farm to Market Road No. 2529 (150-foot wide right-of-way) and the south right-of-way line of Farm to Market Road No. 2637 (120-foot wide right-of-way);

THENCE South 86°54'21" East, along the said south right-of-way line of Farm to Market Road No. 2637, a distance of 820.11 feet to a point for corner;

THENCE departing the said south right-of-way line of Farm to Market Road No. 2637, South 34°17'57" East, a distance of 1341.86 feet to a point for corner;

THENCE South 2°03'01" West, a distance of 1613.02 feet to a point for corner;

THENCE South 86°50'58" East, a distance of 2113.44 feet to a point for corner;

THENCE South 65°17'59" East, a distance of 1534.95 feet to a point for corner;

THENCE South 45°17'46" East, a distance of 1522.29 feet to a point for corner;

THENCE South 2°03'04" West, a distance of 1823.28 feet to a point for corner;

THENCE South 51°37'57" West, a distance of 702.01 feet to a point for corner;

THENCE South 62°56'51" West, a distance of 601.41 feet to a point for corner;

THENCE South 51°38'12" West, a distance of 399.99 feet to a point for corner;

THENCE South 39°06'30" West, a distance of 406.05 feet to a point for corner;

THENCE North 38°22'10" West, a distance of 165.86 feet to a point for corner;

THENCE South 51°37'57" West, a distance of 150.00 feet to a point for corner;



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THENCE South 38°22'09" East, a distance of 177.76 feet to a point for corner;

THENCE South 51°24'40" West, a distance of 528.96 feet to a point for corner;

THENCE North 19°51'19" West, a distance of 228.58 feet to a point for corner;

THENCE North 49°57'49" West, a distance of 187.08 feet to a point for corner;

THENCE North 61°00'26" West, a distance of 98.11 feet to a point for corner;

THENCE South 77°27'42" West, a distance of 372.48 feet to a point for corner;

THENCE North 39°27'18" West, a distance of 42.89 feet to a point for corner;

THENCE North 21°52'53" East, a distance of 369.06 feet to a point for corner;

THENCE North 10°26'38" East, a distance of 200.14 feet to a point for corner;

THENCE North 44°44'37" West, a distance of 230.83 feet to a point for corner;

THENCE North 50°18'32" West, a distance of 240.54 feet to a point for corner;

THENCE North 1°32'35" East, a distance of 154.23 feet to a point for corner;

THENCE North 15°31'35" West, a distance of 468.37 feet to a point for corner;

THENCE North 17°05'22" West, a distance of 309.38 feet to a point for corner;

THENCE North 3°06'59" East, a distance of 30.00 feet to a point for corner;

THENCE North 86°53'01" West, a distance of 1343.70 feet to a point for corner;

THENCE North 3°30'18" East, a distance of 128.26 feet to a point for corner;

THENCE North 43°48'14" East, a distance of 549.99 feet to a point for corner;

THENCE North 29°35'20" East, a distance of 363.20 feet to a point for corner;

THENCE North 24°14'58" East, a distance of 1095.82 feet to a point for corner;



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THENCE North 30°31'31" West, a distance of 1429.85 feet to a point for corner;

THENCE North 86°50'58" West, a distance of 394.49 feet to a point for corner;

THENCE South 77°18'43" West, a distance of 1117.19 feet to a point for corner;

THENCE North 2°04'02" East, a distance of 1088.78 feet to a point for corner;

THENCE North 38°50'53" West, a distance of 541.69 feet to a point for corner in the said east right-of-way line of McCombs Street;

THENCE North 2°04'20" East, along the said east right-of-way line of McCombs Street, a distance of 1028.37 feet to a point for corner;

THENCE continuing along the said east right-of-way line of McCombs Street, North 2°04'50" East, a distance of 538.87 feet to the **POINT OF BEGINNING** and containing 435.7197 acres or 18,979,952 square feet of land, save and except a 0.6141 acre (26,750 square feet) tract, leaving a net area of 18,953,202 square feet or 435.1056 acres, more or less.

LEGAL DESCRIPTION

SAVE & EXCEPT 1

BEING a tract of land situated in Sections 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract Nos. 2400, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of said Deed Records, and being part of a called 44.65 acre tract of land described in Deed to The City of El Paso recorded in Volume 1360, Page 610 of said Deed Records, and being part of the tract of land described as "PARCELL III" in Warranty Deed to El Paso Water Utilities Public Service Board recorded in Volume 4352, Page 569 of said Deed Records, and being more particularly described as follows:

COMMENCING at the south corner of TRACT4;

THENCE North 25°41'37" East, a distance of 1945.28 feet to the **POINT OF BEGINNING**;

THENCE North 3°06'59" East, a distance of 150.00 feet to a point for corner;

THENCE South 86°53'01" East, a distance of 25.00 feet to a point for corner;

THENCE North 3°06'59" East, a distance of 85.00 feet to a point for corner;



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THENCE South 86°53'01" East, a distance of 50.00 feet to a point for corner; from said point the easternmost southeast corner of said TRACT 4 bears South 77°25'18" East, a distance of 1279.10 feet;

THENCE South 3°06'59" West, a distance of 85.00 feet to a point for corner;

THENCE South 86°53'01" East, a distance of 75.00 feet to a point for corner;

THENCE South 3°06'59" West, a distance of 150.00 feet to a point for corner;

THENCE North 86°53'01" West, a distance of 150.00 feet to the **POINT OF BEGINNING** and containing 26,750 square feet or 0.6141 acres of land.

LEGAL DESCRIPTION

TRACT 5

BEING a tract of land situated in Section 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 2161, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a point in the west line of a called 146.69 acre tract of land described in deed to El Paso Electric Company recorded in Volume 1338, Page 471 of said Deed Records; from said the northeast corner of North Hills Unit Thirteen Correction Plat, an addition to the City of El Paso, Texas according to the plat recorded in Volume 3004, Page 418 of the Official Public Records of El Paso County, Texas bears South 1°58'56" West, a distance of 38.00 feet;

THENCE departing the said west line of 146.69 acre tract, North 87°56'56" West, a distance of 951.08 feet to a point for corner;

THENCE North 2°02'47" East, a distance of 512.27 feet to a point for corner;

THENCE North 87°57'13" West, a distance of 800.00 feet to a point for corner;

THENCE South 2°02'47" West, a distance of 512.21 feet to a point for corner;

THENCE North 87°56'56" West, a distance of 669.36 feet to a point for corner in the east right-of-way line of Martin Luther King Jr. Boulevard – Farm to Market Road No. 3255 (160-foot wide right-of-way); from said point the common corner of Section 18 and 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys bears South 70°09'33" West, a distance of 134.52 feet;



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THENCE North 2°08'35" East, along the said east right-of-way line of Martin Luther King Jr. Boulevard, a distance of 822.11 feet to a point for corner;

THENCE departing the said east right-of-way line of Martin Luther King Jr. Boulevard, North 1°35'39" East, a distance of 3852.89 feet to a point for corner;

THENCE South 88°24'21" East, a distance of 276.01 feet to a point for corner;

THENCE North 1°35'39" East, a distance of 440.01 feet to a point for corner;

THENCE South 87°58'18" East, a distance of 2199.86 feet to a point for corner in the said west line of 146.69 acre tract;

THENCE South 1°58'56" West, along the said west line of 146.69 acre tract, a distance of 5118.48 feet to the **POINT OF BEGINNING** and containing 276.6926 acres or 12,052,732 square feet of land, more or less.

LEGAL DESCRIPTION

TRACT 6

BEING a tract of land situated in Section 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 2161, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a point in the east line of a called 146.69 acre tract of land described in deed to El Paso Electric Company recorded in Volume 1338, Page 471 of said Deed Records; northeast corner of Sandstone Ranch Unit Ten, an addition to the City of El Paso, Texas according to the plat recorded in Volume 2014, Page 32 of the Official Public Records of El Paso County, Texas bears South 82°30'39" East, a distance of 400.95 feet;

THENCE North 1°58'56" East, along the said east line of 146.69 acre tract, a distance of 5118.55 feet to a point for corner;

THENCE departing the said east line of 146.69 acre tract, South 87°58'18" East, a distance of 2514.18 feet to a point for corner;

THENCE South 1°58'59" West, a distance of 2315.30 feet to a point for corner;



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THENCE North 88°01'01" West, a distance of 337.30 feet to a point for corner;

THENCE South 1°58'59" West, a distance of 310.00 feet to a point for corner;

THENCE South 88°01'01" East, a distance of 337.30 feet to a point for corner;

THENCE South 1°58'59" West, a distance of 896.47 feet to a point for corner;

THENCE North 88°01'01" West, a distance of 1664.69 feet to a point for corner;

THENCE South 1°59'01" West, a distance of 1595.80 feet to a point for corner;

THENCE North 87°56'56" West, a distance of 849.40 feet to the **POINT OF BEGINNING** and containing 232.0318 acres or 10,107,304 square feet of land, more or less.

LEGAL DESCRIPTION

TRACT 7

BEING a tract of land situated in Section 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5419 and Section 21, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 2162, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a point in the west right-of-way line of McCombs Street – Farm to Market Road No. 2529 (150-foot wide right-of-way); from said point the common corner of Sections 13 and 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys and Sections 18 and 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys bears North 30°24'25" East, a distance of 158.13 feet;

THENCE South 1°57'20" West, along the said west right-of-way line of McCombs Street, a distance of 5159.68 feet to a point for corner;

THENCE departing the said west right-of-way line of McCombs Street, North 86°03'11" West, a distance of 49.28 feet to a point for corner;

THENCE South 2°00'27" West, a distance of 167.34 feet to a point for corner;

THENCE North 87°58'54" West, a distance of 149.97 feet to a point for corner;



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THENCE South 2°01'06" West, a distance of 120.00 feet to a point for corner;

THENCE South 87°58'54" East, a distance of 149.99 feet to a point for corner;

THENCE South 2°00'27" West, a distance of 240.58 feet to a point for corner;

THENCE South 51°37'58" West, a distance of 1087.50 feet to a point for corner; from said point the southeast corner of Sandstone Ranch Estates Unit One, an addition to the City of El Paso, Texas according to the plat recorded in Volume 2006, Page 111 of the Official Public Records of El Paso County, Texas bears South 38°19'30" East, a distance of 31.05 feet;

THENCE North 38°19'30" West, along the east line of said Sandstone Ranch Estates Unit One and the east line of Sandstone Ranch Estates Unit Five Replat "A", an addition to the City of El Paso, Texas according to the plat recorded in Volume 2010, Page 135 of said Official Public Records, passing at a distance of 1617.05 the northeast corner of said Sandstone Ranch Estates Unit Five Replat "A", in all a total distance of 1666.28 feet to a point for corner;

THENCE North 87°56'56" West, a distance of 3200.60 feet to a point for corner;

THENCE North 1°58'59" East, a distance of 2607.50 feet to a point for corner;

THENCE South 87°54'57" East, a distance of 189.99 feet to a point for corner;

THENCE North 2°05'03" East, a distance of 150.00 feet to a point for corner;

THENCE North 87°54'57" West, a distance of 190.26 feet to a point for corner;

THENCE North 1°58'58" East, a distance of 2360.16 feet to a point for corner;

THENCE South 87°59'37" East, a distance of 5154.31 feet to the **POINT OF BEGINNING** and containing 638.0627 acres or 27,794,012 square feet of land, save and except a 2.0661 acre (90,000 square feet) tract and a 14.4628 acre (630,000 square feet) tract, leaving a net area of 27,074,012 square feet or 621.5338 acres, more or less.

LEGAL DESCRIPTION

SAVE & EXCEPT 2

BEING a tract of land situated in Section 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5419, City of El Paso, El Paso County, Texas, and being part of the tracts of land



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described in deed to The City of El Paso recorded in Volume 1186, Page 183 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at the northeast corner of TRACT 7;

THENCE South 63°10'09" West, a distance of 4582.93 feet to the **POINT OF BEGINNING**;

THENCE South 2°00'31" West, a distance of 300.00 feet to a point for corner;

THENCE North 87°59'29" West, a distance of 300.00 feet to point for corner;

THENCE North 2°00'31" East, a distance of 300.00 feet to a point for corner; from said point the northwest corner of said TRACT 7 bears North 18°47'40" West, a distance of 2364.55 feet;

THENCE South 87°59'29" East, a distance of 300.00 feet to the **POINT OF BEGINNING** and containing 2.0661 acres or 90,000 square feet of land.

LEGAL DESCRIPTION

SAVE & EXCEPT 3

BEING a tract of land situated in Section 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5419, City of El Paso, El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at the northeast corner of TRACT 7;

THENCE South 30°25'57" West, a distance of 2326.97 feet to the **POINT OF BEGINNING**;

THENCE South 1°58'59" West, a distance of 700.00 feet to a point for corner;

THENCE North 88°01'01" West, a distance of 900.00 feet to a point for corner;

THENCE North 1°58'59" East, a distance of 700.00 feet to a point for corner; from said point the northwest corner of said TRACT 7 bears North 54°57'03" West, a distance of 3753.73 feet;

THENCE South 88°01'01" East, a distance of 900.00 feet to the **POINT OF BEGINNING** and containing 14.4628 acres or 630,000 square feet of land.

LEGAL DESCRIPTION

TRACT 8



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

BEING a tract of land situated in Section 19, Block 80, Texas & Pacific Railway Company Surveys, Abstract No., City of El Paso, El Paso County, Texas, and being part of the tracts of land described in deed to The City of El Paso recorded in Volume 1186, Page 183 of the Deed Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a point in the east right-of-way line of McCombs Street – Farm to Market Road No. 2529 (150-foot wide right-of-way); from said point the common corner of Sections 20 and 21, Block 81, Texas & Pacific Railway Company Surveys and Sections 19 and 30, Block 80, Texas & Pacific Railway Company Surveys bears North 89°30'24" West, a distance of 79.97 feet;

THENCE North 1°57'20" East, along the said east right-of-way line of McCombs Street, a distance of 2639.32 feet to a point for corner;

THENCE departing the said east right-of-way line of McCombs Street, South 86°53'44" East, a distance of 828.90 feet to a point for corner;

THENCE South 42°28'22" East, a distance of 399.96 feet to a point for corner;

THENCE South 1°56'56" West, a distance of 1794.65 feet to a point for corner;

THENCE South 51°38'17" West, a distance of 851.83 feet to a point for corner;

THENCE North 86°57'26" West, a distance of 459.51 feet to the **POINT OF BEGINNING** and containing 62.0686 acres or 2,703,709 square feet of land.

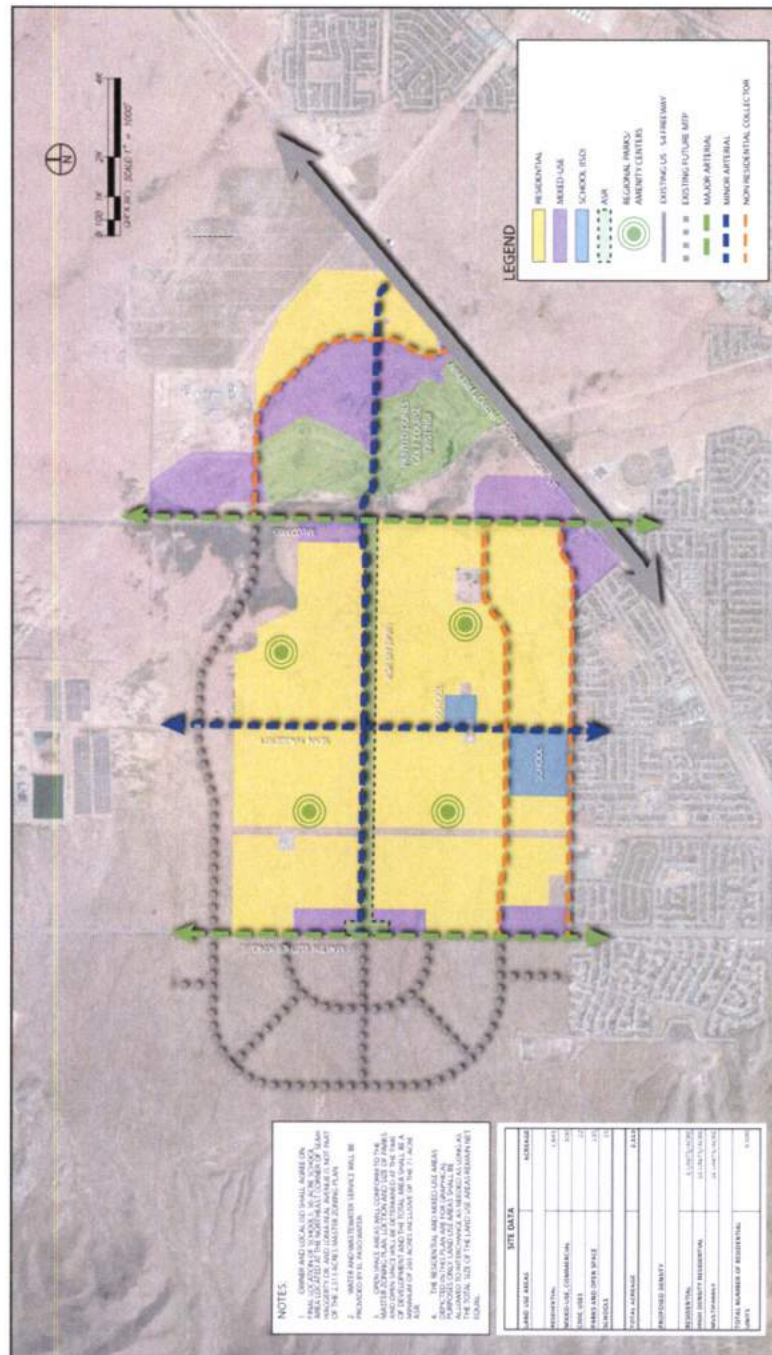
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT



ATTACHMENT "C" – PHASING PLAN



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT



Development phasing and timeline will be based on market demand, utilities and other infrastructure availability and is subject to change. Phasing areas will break down in subphases of different shape and sizes determined by the variables beforementioned.

ATTACHMENT “D” – ALLOWABLE LAND USES



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Commercial Storage and Processing
Contractor yard (greater than one acre)
Contractor yard (less than one acre)
Warehouse
Office warehouse
Self-storage warehouse

Educational, Institutional, and Social
Adult day care center
Art gallery
Child care facility, Type 3
Child care facility, Type 4
Child care facility, Type 5
Church/Mosque
Community center
Convent
Library
Lodge
Monastery
Museum
Orphanage, shelter
School, public, & private or parochial
School, public, private or parochial (Pre-K through 8)
School, Trade
School, vocational
Social, fraternal club



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Synagogue
Temple
Union hall
University, college
Youth organization (with/without living facility)

Office and Research Services
Automated Teller Machine (ATM)
Bank
Courier & message service
Credit union
Data processing center
Employment agency
Financial institution
Office, administrative/manager's
Office, business
Office, medical
Office, professional
Radio broadcasting studio
Research Laboratory
School, arts & crafts
Studio, dance
Studio, music
Studio, photography
Telemarketing agency
Television broadcasting studio



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Manufacturing, Processing and Assembling
Apparel manufacturing
Bread & bakery product manufacturing
Brewery
Commercial & service industry manufacturing
Computer product manufacturing
Grain & oil seed milling
Reverse vending machines

Medical and Related Uses
Clinic
Drug store
Hospital
Medical laboratory
Medical treatment facility
Optical dispensary
Pharmacy
Sanitarium



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Motor Vehicle Sale and Service
Ambulance service
Automobile (sales, service, storage & rental)
Automobile part sales
Automotive repair garage
Automotive service station
Boat, boat-trailer (sales, service, storage & rental)
Bus (sales, service, storage & rental)
Carwash, full-service
Carwash, self-service
Commercial fueling station
Light truck (sales, service, storage & rental)
Light truck part sales
Manufactured home (sales, display & repair)
Mobile home (sales, display & repair)
Motor vehicle repair (Major)
Motor vehicle repair (minor, vehicle inspections station)
Motorcycle (sales, service, storage & rental)
Recreation vehicle park
Trailer, 18-wheeler (sales, display & repair)

Parking and Loading
Garage, parking (commercial)
Garage, parking (community)
Garage, parking (private)



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Loading spaces (serving another property)
On-site loading spaces
On-site parking spaces
Parking spaces (serving another property)

Personal Services
Barber shop
Beauty salon
Cemetery
Dry-cleaners, shop/commercial
Extermination Services
Funeral home
Laundromat, laundry
Laundry (commercial)
Locksmith
Mortuary
Photofinishing lab
Shoe repair shop
Tattoo parlor

Recreation, Amusement and Entertainment
Amusement game complex (indoor)
Amusement park (indoor & outdoor)
Athletic facility (indoor)



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Athletic facility (outdoor)
Ballroom
Billiard and pool hall
Bingo hall
Coliseum
Community recreational building
Dancehall
Exercise facility (indoor)
Golf course (with/without restaurant & bar)
Golf driving range
Ice skating facility
Laser games franklin
Miniature golf course
Movie theatre (indoor)
Movie theatre, drive-in (outdoor)
Nightclub, bar, cocktail lounge
Paint ball center (indoor)
Paint ball center (outdoor)
Park
Racquetball club (indoor) (with/without restaurant & bar)
Racquetball club (outdoor) with/without restaurant & bar)
Roller skating facility
Shooting range, archery, gun (indoor)
Shooting range archery or gun (outdoor)
Skateboarding facility (indoor)
Skateboarding facility (outdoor)
Sports arena/Stadium



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Swimming pool (commercial)
Tennis club (indoor) (with/without restaurant & bar)
Tennis club (outdoor) (with/without restaurant & bar)
Theatre, performing

Repair and Service
Commercial equipment repair
Electronic equipment repair
Household goods repair
Industrial equipment repair
Personal goods repair
Precision equipment repair

Residential
Animals, keeping for enjoyment purposes, non-commercial
Apartments (5 or more units)
Bed and breakfast (residence)
Domestic garden house, toolhouse, playhouse
Domestic storage
Duplex (two-family dwelling)
Dwelling, resident watchman or property caretaker
Family home
Home occupation uses (City licensed)
Home occupation uses (non-City licensed)
Hotel



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

House Trailer
Laundry room
Live-work flex unit
Motel
Quadrplex
Ranch (Greater than 5 acres)
Ranchette (>1 acre & <5 acres)
Single-family attached dwelling (atrium, patio, townhouse, or other attached dwelling)
Single-family detached dwelling
Swimming pool, game court (non-commercial)
Temporary buildings or structures
Triplex

Sales, Retail, and Warehouse
Bakery
Book store
Boutique
Cafeteria
Coin-operated vending machines (indoor)
Convenience store
Convenience store with gas pumps
Delicatessen
Flea market (indoor)
Flea market (outdoor)
Flower shop
Grocery



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Hobby store
Home improvement center
Ice cream parlor
Material sales (building & construction)
Music store
Newspaper printing facility
Nursery, greenhouse
Package liquor store
Pawn shop
Pet shop (including grooming)
Print & copy shop
Produce stand
Restaurant (drive-in or walk-up)
Restaurant (sit down)
Shopping center, community
Shopping center (regional)
Snow cone, shaved ice stand or trailer
Specialty shop
Sporting goods store
Supermarket
Superstore
Warehouse club

Signs
On-premise advertising
Off-premise advertising



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Temporary Uses
Amusement rides, park
Carnival
Christmas tree stand
Circus
Firewood sales
Mobile office/storage unit (related to const operations)
Mobile office/storage unit (related to sales or rental)
Model dwelling
Carnival
Outdoor Sporting Events
Pumpkin stand/other temporary sales
Sales stands (ranch & farm products)
Tents (special events)

Towers and Related Structures
Cellular telecommunication antenna, facility-mounted
Cellular telecommunication antenna, ground-mounted
Cellular telecommunication antenna, roof-mounted
Radio broadcasting antenna
Radio receiving station (residential-type)
Satellite receiving dish, antenna
Solar conversion systems
Television broadcasting antenna
Television receiving station (residential-type)



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

Wind-driven electrical generator, pump
--

Transportation Related Uses

Airpad

Helistop

Utility and Miscellaneous Governmental Facilities
--

Communication utility facility

Governmental use, building

Major utility facility

Minor utility facility

Stormwater retention basin (public/private)

Utility storage yard

Water & wastewater utility facility

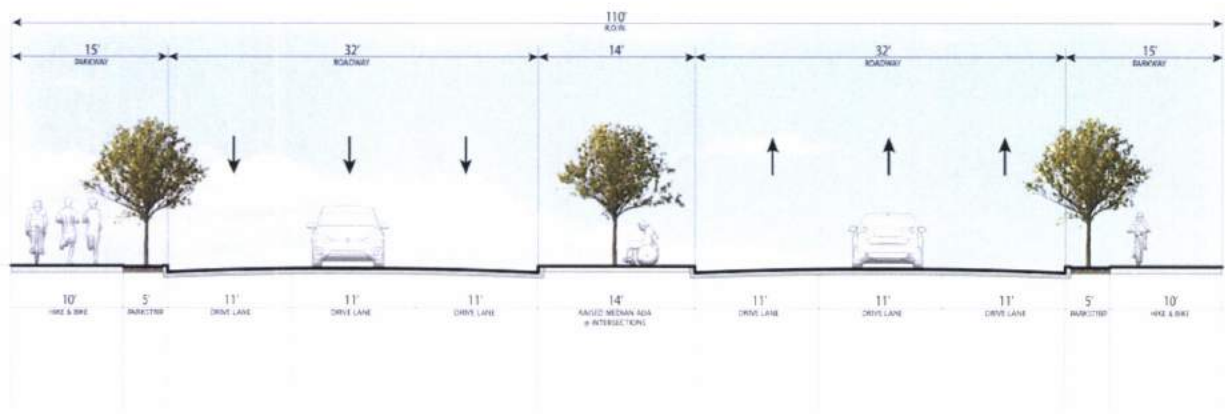


NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT

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ATTACHMENT “E” – ROADWAY SECTIONS

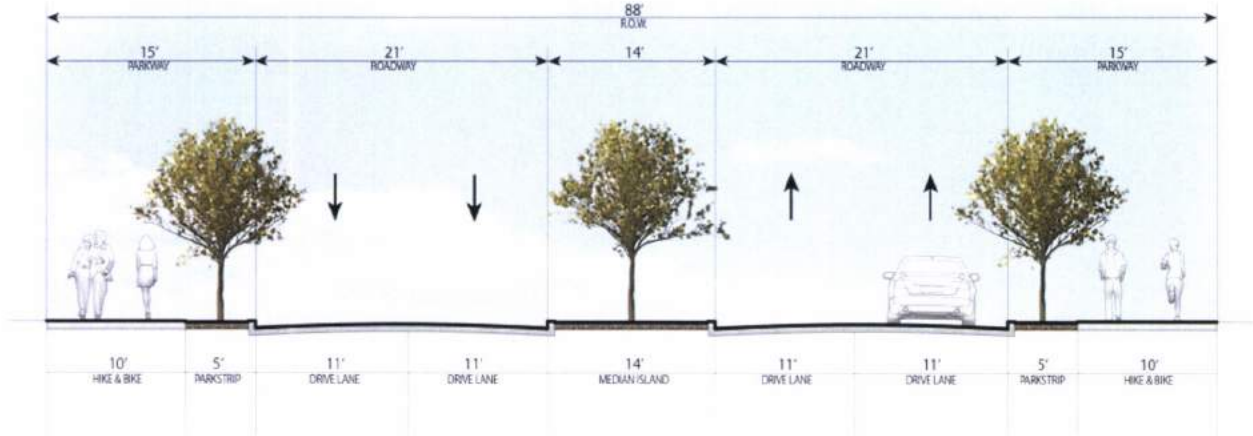
(illustrations are included as an example of varying street sections that may be implemented in the district depending on traffic needs and type of community buildout)



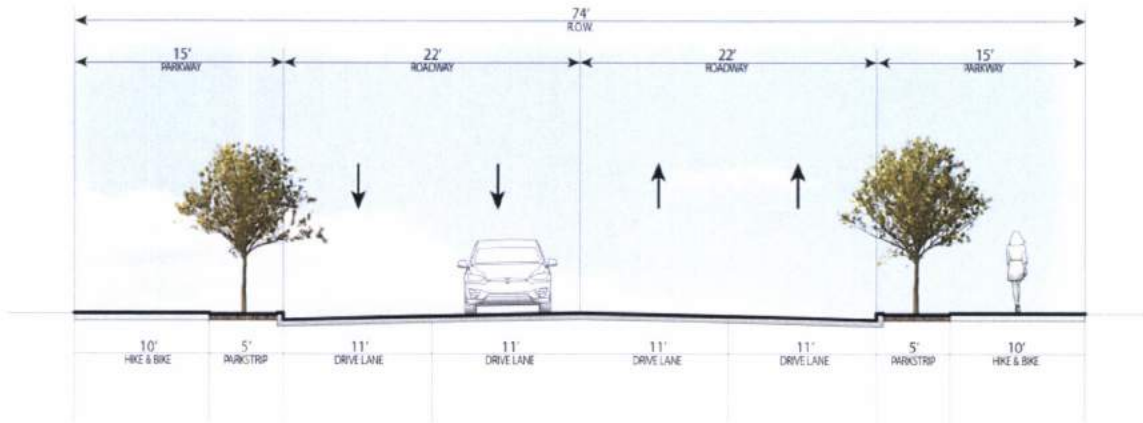
**MAJOR ARTERIAL STREET WITH HIKE/BIKE
SIX (6) LANES DIVIDED**



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT



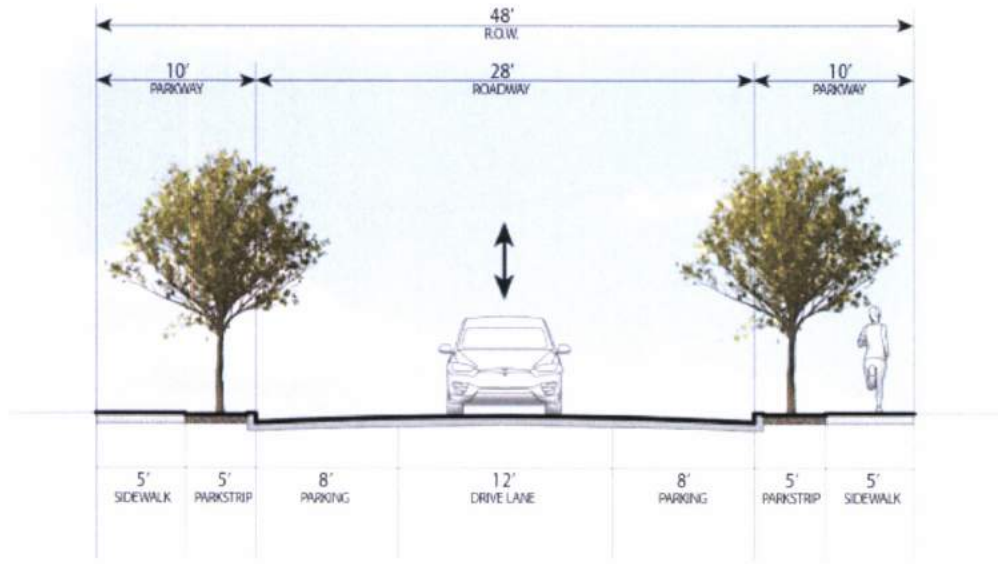
**MINOR ARTERIAL STREET WITH HIKE/BIKE
FOUR (4) LANES DIVIDED**



**NON-RESIDENTIAL COLLECTOR WITH HIKE/BIKE
FOUR (4) LANES UNDIVIDED**



NORTHEAST 2,313 ACRES – MASTER ZONING PLAN AMENDMENT



LOCAL RESIDENTIAL
28-FT PAVING SECTION

EXHIBIT F
OFF-SITE ROADWAY
IMPROVEMENTS



NOTE: CONSTRUCTION SCHEDULE AND IMPLEMENTATION OF INFRASTRUCTURE WILL BE SUBJECT TO DEVELOPMENT DEMAND

Kimley»Horn

INTEROFFICE MEMORANDUM



TO: John Balliew, P.E., President/CEO

FROM: Gilbert Trejo, P.E., Chief Technical Officer

SUBJECT: Construction schedule for Northeast El Paso Aquifer Recharge Project

DATE: January 14, 2020

This memorandum is written to provide an overview of the construction schedule for the Enhanced Arroyo concept that is related to the expansion of the EP Water's Aquifer Recharge Project in Northeast El Paso.

Construction of this project is planned as four segments beginning with Segment 1 that is closest to Mc Combs (Figure 1). It is anticipated that it will take a year to construct each segment of the EA. Construction of Segment 4 is expected to be completed in February 2025.

Phase No.	Start	Finish
1	March, 2021	February 2022
2	March, 2022	February 2023
3	March 2023	February 2024
4	March 2024	February 2025

EP Water will discontinue use of existing infiltration basins once the new segments are built and receiving water for infiltration.



March 12, 2020

Mr. Ryan Burkhardt
President
Scarborough Lane Development
16380 Addison Road
Addison, TX 75001

RE: (UPDATED) Water and Sewer Availability for the Northeast Land – 2,313 acres

Dear Mr. Burkhardt:

This letter is in response to the request regarding water and sewer availability for the property referenced above.

The subject property is located within the City of El Paso Northeast Impact Fee service area. Impact fees will be assessed at the time of plat and collected by El Paso Water prior to the City of El Paso issuing a building permit.

Major water and sewer infrastructure which has been identified in the El Paso Water Northeast water and wastewater plans is required to serve the entire 2,313 acres of land. Water and sewer can be made available to the initial phases (see Exhibit enclosed) in the manner described below.

Water:

The 24-inch NE Franklin Phase 2 water line, the North 2 Booster Station and the Franklin East 1 Reservoir allow initial service to properties located on the Franklin East 1 pressure zone. The existing 16-inch diameter water main along McCombs will be switched from the East High pressure zone to the Franklin East 1 Pressure zone by interconnection with the proposed 24-inch NE Franklin Phase 2 water line. In addition, the 16-inch diameter water main along Sean Haggerty is also required. This infrastructure will be able to serve the initial three phases of the proposed development of the property as noted in the attached map.

The Franklin East 1 reservoir is currently under the final stages of construction. The North 2 Booster Station has been recently awarded and notice to proceed has been issued. The 24-inch NE Franklin Phase 2 water line is being designed with an anticipated bid date in March 2020. The 16-inch diameter water main along Sean Haggerty is currently scheduled for design in FY 20-21 and anticipated for construction in FY 21-22. Service to the remaining acreage requires the construction of the infrastructure described below:

Northeast Land

March 12, 2020

Page 2 of 2

- a. For land on the Franklin East 1 pressure zone, the Loma Real Reservoir (previously East High), Loma Real Booster Station (previously East High), and the Franklin East 1B Reservoir).
- b. b. For land on the Franklin East 2 pressure zone Franklin East 1 Booster Station and Franklin East 2 Reservoir.
- c. Water mains part of the Northeast Franklin Water System family that are on the 10-year Capital Improvement Program but have not been indentified as individual projects yet. These mains are anticipated to be installed ahead or in parallel with the development.

Sewer:

The sewer mains available to provide service to Phase 1, 3 and portion of Phase 2 are identified as the NE Interceptor System (18"/15"/12"). They are currently scheduled for design in the FY 20-21 and anticipated construction in FY 21-22. In addition, the Sean Haggerty Phase 1 sewer interceptor (27") is currently scheduled for design in FY 20-21 and anticipated construction in FY 21-22. The initial results on the sanitary sewer study for the line along Sean Haggerty has yielded that there are sections on the sewer system downstream that are at capacity and the installation of a portion of the relief lines indentified in the NE Interceptor System will be required in conjunction with the 27-inch sewer interceptor along Sean Haggerty and will follow the same schedule.

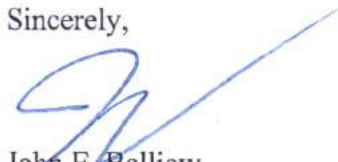
General:

A new service application is required to provide water and sewer services. The following items are required at the time of application: copy of subdivision plat (digital and hard copy); a set of complete subdivision improvement plans, including landscaping plans; benchmark check; and construction schedule.

McCombs Street, US 54, and Martin Luther King Boulevard are Texas Department of Transportation (TXDOT) rights-of-way. All proposed utility work within these rights-of-way requires written permission from TXDOT.

If you have any questions, please do not hesitate to contact Adriana Castillo at (915)594-5538.

Sincerely,



John E. Balliew
President/CEO

/ac



NORTHEAST EL PASO
± 2,313 ACRES

Kimley-Horn

801 Cherry Street, Suite 111
El Paso, Texas 79901
915.732.4311
State of Texas Registration No. 10010

EXHIBIT I

PUBLIC RIGHT-OF-WAY AND PARKLAND MAINTENANCE STANDARDS

A. STREET INFRASTRUCTURE MAINTENANCE REQUIREMENTS

1. **Paved Streets**. Maintain a 20 year pavement cycle; meaning efforts need to be taken to ensure the streets last 20 years:
 - a. Asphalt maintenance treatments to support the physical condition of the street and prevent deterioration, including:
 - i. Pothole patching on an ongoing daily basis, putting an emphasis on repairing potholes in a timely manner to prevent deterioration and safety hazards;
 - ii. Crack sealing on an ongoing basis when cracks begin to develop in the pavement, a crack sealing program should be followed to seal up cracks and prevent water from penetrating the roadway; and
 - iii. Resurfacing on an ongoing basis the conditions of the streets should be monitored with steps taken such as pothole repair and crack sealing to repair cracks and penetration points in the asphalt to prevent deterioration; keeping the streets on a 20 year service life requires them to be resurfaced at least on a 20 year interval.
2. **Streetlight Maintenance**. In order to maximize the safety of vehicles and pedestrian traffic, Outages in the streetlights should be repaired timely; circuit failures and power source problems should be researched and repaired timely; knock downs should be repaired timely.
3. **Signage Maintenance**. All regulatory and street signs must be installed and maintained in accordance with the Texas Manual of Uniform Traffic Control Devices; replacement of regulatory and street signs should occur when knocked down or when existing signage loses reflectivity.
4. **Lane Lines and Markings**. All lane lines and markings must be installed and maintained in accordance with the Texas Manual of Uniform Traffic Control Devices.
5. **Street Rights of Way Landscaped Assets Maintenance**. Any landscaped asset along street rights of way should receive the following maintenance treatments:
 - a. Bi-weekly trash and litter clean up;
 - b. Seasonal pruning and trimming to keep foliage under control;
 - c. Irrigation repair and annual back flow testing in compliance with EPW requirements; and
 - d. Herbicide spraying of weeds and removal of dead weeds.

6. Street Sweeping. All streets within the subdivision must be swept by a street sweeper at minimum four times annually and also when there is a build-up of silt and debris in the roadway, which creates a safety hazard; City of El Paso streets must be swept four times annually to comply with air quality standards
7. Emergent Weather Event Response. During major weather events the streets can be significantly impacted by water run-off, debris washing into the streets, damaged curbs and gutters from water run-off, trees or other items falling into the street from wind events, etc.; streets impacted by this type of event require a timely response to clear them streets and make them passable and safe, collect and clean up debris washed or blown into the right of way, and any damaged asphalt or concrete element of the right of way should be made safe for the travelling public immediately and repaired timely
8. Graffiti. Any graffiti noticeable from the street right of way should be removed timely.

B. PARKLAND LEVELS OF CARE

The underpinning of our Park Maintenance program is The City of El Paso's Mission – *To Deliver outstanding services that support a high quality of life and place for our community*. The approach to realizing this also takes into account that the use and perception of every park in our inventory is not equal. Thus, we have divided our level of service into categories that reflect these differences, and align with The City of El Paso's Strategic Goals.

List of Categories

Category 1

Parks in this category have a high daily usage, have historic significance, and include Designated Games Fields. These parks are also key assets of the community, City, and or region. Examples are San Jacinto Plaza, Cleveland Square, and Designated Game Fields.

Category 2

Parks in this category have a high daily usage, and are key assets of the community and City. Examples are Eastwood Park, Marty Robbins Park, and Downtown Parks.

Category 3

Parks in this category have lower daily usage and serve as a gathering place for their neighborhoods. Examples are White Spur Park, and Officer Adrian Arellano Park.

Category 4

Parks in this category represent a significant investment of the City, and do not demand the same attention as other categories. Examples are Cimarron Cove, and River Park West.

Category 5

Parks in this category are typically open space and trails. Examples are McKelligon Canyon and North Open Reserve.

Level of Services – Detailed

Category	Frequency of Visits	Irrigation: Drought Response	Litter	Permanent Restroom Janitorial	Clean Hardscape	Mowing	Granular Fertilizer	Foliar Nutrients
1	5 to 10 per week	Last to go into restrictions	Daily	Daily	Once per month at Designated Game Fields (DGF)	2-3 per week on DGF, other turf weekly	Once every 4-6 weeks	Bi-weekly
2	2 to 3 per week	Third to go into restrictions	4-7 times per week	Daily	As needed	Weekly	Once every 6 weeks	As needed, if at all
3	1 per week	Second to go into restrictions	3-5 times per week	Daily	As needed	Weekly	Once every 6-8 weeks	n/a
4	Bi-weekly	First to go into restrictions	2-4 times per week	Daily	As needed	Weekly	Once every 8 weeks	n/a
5	Bi-weekly	First to go into restrictions	1-3 times per week	Daily	As needed	2 times per summer, if needed at all	Two times per year, if needed at all	n/a

EXHIBIT I

FORM OF JOINDER BY MMD

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder Agreement"), dated as of _____, 2020, is executed by CITY OF EL PASO MUNICIPAL MANAGEMENT DISTRICT NO. 1 ("District"), in connection with that certain Entitlement Agreement (the "Entitlement Agreement") entered into by and between the CITY OF EL PASO, TEXAS, a home rule city located in El Paso County, Texas (the "City") and [OWNER], a Texas limited partnership, dated effective as of ___, 2020. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Entitlement Agreement.

In accordance with the Entitlement Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Entitlement Agreement in conjunction with a consent ordinance in accordance with and as required by Section 3972.019 of the Texas Special District Local Laws Code. This Joinder Agreement does not fulfill the requirement of Section 3972.109 without an executed consent ordinance by the City. Accordingly, the District hereby agrees as follows with City and Owner:

1. The District acknowledges and confirms that it has received a copy of the Entitlement Agreement and the schedules and exhibits thereto.

2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Entitlement Agreement, and shall have all of the rights and obligations with regard to property within the District thereunder as if it had originally executed the Entitlement Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Entitlement Agreement applicable to it to the same effect as if it were an original Party thereto.

3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in El Paso County, Texas.

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

EL PASO MUNICIPAL MANAGEMENT DISTRICT NO. 1

By: _____

Name Printed: _____

Title: _____

EXHIBIT K

VICINITY MAP

GRAPHIC SCALE

LINE TYPE LEGEND

TRACT 1
186.8783 ACRES
5,140,458 SQ. FT.

TRACT 2
197.3084 ACRES
5,553,544 SQ. FT.

TRACT 3
300.1249 ACRES
13,072,444 SQ. FT.

TRACT 4
495.1654 ACRES
19,953,142 SQ. FT.

TRACT 5
278.2289 ACRES
12,032,538 SQ. FT.

TRACT 6
231.7983 ACRES
10,956,781 SQ. FT.

TRACT 7
619.3234 ACRES
26,977,726 SQ. FT.

TRACT 8
81.4051 ACRES
2,879,401 SQ. FT.

TRACT 9
14.4639 ACRES
630,860 SQ. FT.

TRACT 10
14.4639 ACRES
630,860 SQ. FT.

TRACT 11
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TRACT 12
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TRACT 100
14.4639 ACRES
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TRACT 101
14.4639 ACRES
630,860 SQ. FT.

TRACT 102
14.4639 ACRES

* PSB Tracts, included in the MMD district , to be maintained by PSB

ALTANSP'S LAND TITLE SURVEY
2313.0000 ACRES
SECTION 13, 14, 19, 20 AND 21, BLOCK 8,
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS,
ABSTRACT NOS. 2153, 5418, 2161, 5419 AND 2162
SECTIONS 7, 17, 18, 19, 20 AND 30, BLOCK 90,
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS,
ABSTRACT NOS. 2405, 2399, 27, 9895, 9940,
10055, 10009, 2400 AND 5423
COUNTY OF EL PASO, EL PASO COUNTY, TEXAS

Kimley»»Horn

	DATE	REVISION DESCRIPTION	SCALE	EXAM BY	CHECKED BY	DATE	STATUS
1	10/10/2018	Updated survey per relevant data comparison	1 = 000'	AMH	WIS	09/12/2018	1 OF 12
2	10/10/2018	Completed survey and legal encumbrances with relevant measurements					

Q01 Cherry Street Loc L1 A 1300
 F R 043 47193040
 Tel: 0171 330-6921
 Email: billing@frs.co.uk

Exhibit L

MMD 5 Year Projected Cost Budget

Development Costs	Total Eligible Costs
Phase 1 - Residential Infra.	\$ 6,913,090
Phase 2 - Residential Infra.	\$ 6,913,090
Phase 3 - Residential Infra.	\$ 7,516,829
Parks/Amenities/Open Space*	\$ 5,168,435
Master Infrastructure**	\$ 9,694,649
Soft Costs***	\$ 1,957,039
Total Eligible Costs	\$ 38,163,132
Projected Bond Issue Costs****	\$ 9,540,783

*Inclusive of estimated trail system costs, open space and park improvements

**Inclusive of McCombs Street and internal thoroughfare improvements

***Inclusive of engineering, testing, survey, contingency, inspection

****Assumes all cost of issuance for the bonds including capitalized interest, bond discount, issuance costs, etc.

