

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

DEPARTMENT: Planning & Inspections Department
AGENDA DATE: Introduction 6/14/16; Public Hearing 7/12/16
CONTACT PERSON/PHONE: Nelson Ortiz, 212-1606
DISTRICT(S) AFFECTED: East ETJ, Adjacent to District 5

SUBJECT:

An ordinance annexing the following real property described as a portion of Section 18, Block 78, and portion of Section 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas. Subject Property: East of John Hayes and North of Montwood; Applicant: Ranchos Real Land Holding, LLC
SUAX16-00001 (Adjacent to District 5)

BACKGROUND / DISCUSSION:

The applicant requests annexation of 617.137 acres of land within the City of El Paso's Extra Territorial Jurisdiction (ETJ) and approval of a service plan, in conjunction with a Development Agreement approved by City Council on March 8, 2016. Under the terms of the agreement, the owner will donate lands for future public facilities and will cooperate with the City to create a Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ) to provide funding for the future public facilities to serve the area. Additionally, the property is proposed to be re-zoned from R-F (Ranch Farm) to C-2 (Commercial) and R-5 (Residential) at the time of annexation and will be developed in accordance with the approved plan. The development includes residential and commercial lots, parks, stormwater ponds and one school site.

PRIOR COUNCIL ACTION:

On March 8, 2016, City Council approved the Development Agreement.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

City Plan Commission recommended approval of the development agreement on Feb. 25, 2016
City Plan Commission recommended approval of annexation ordinance and service plan on May 19, 2016

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: Larry F. Nichols, Director
Planning & Inspections Department

APPROVED FOR AGENDA:

CITY MANAGER: _____ DATE: _____

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THE FOLLOWING REAL PROPERTY DESCRIBED AS A PORTION OF SECTION 18, BLOCK 78, AND PORTION OF SECTION 48, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.

WHEREAS, Ranchos Real Land Holding, LLC (owner of record), is the owner of approximately 617.137 acres lying in the City of El Paso's East Extraterritorial Jurisdiction; the property more fully described in the attached metes and bounds description, identified as Exhibit "A", and survey of the property, identified as Exhibit "B" and made a part hereof by reference, and both Ranchos Real Holding, LLC and the City of El Paso request that this area be annexed into the El Paso City Limits; and,

WHEREAS, the City of El Paso and the Owner have entered into a Development Agreement on March 8, 2016, attached as Exhibit "C", which governs the development of the property after the annexation; and,

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

WHEREAS, public hearings were held on May 18, 2016 and May 19, 2016 at which persons interested in the annexation were given the opportunity to be heard; and that no person voiced opposition to the annexation or Service Plan described as Exhibit "D"; and,

WHEREAS, the City Plan Commission reviewed and recommended approval of the Annexation and Service Plan at their public hearing meeting held on May 19, 2016; and,

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

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

That the boundaries of the CITY OF EL PASO are hereby extended so as to include a portion of Section 18, Block 78, and portion of Section 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas, more particularly described in Exhibit "A" and Exhibit "B".

Further, that the City of El Paso adopts the Service Plan described as Exhibit "D"; and that the annexation is subject to all terms and conditions of the Development Agreement, entered into on March 8, 2016.

ADOPTED this _____ day of _____, 2016.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Karla Nieman
Assistant City Attorney

APPROVED AS TO CONTENT:

Larry F. Nichols, Director
Planning and Inspections Department

ORDINANCE NO. _____
16-1007-1708 / 537356_1
TDE PHASE V
KMN

SUAX16-00001

Exhibit "A"

Prepared For: Southwest Land Development Services
October 13, 2015
(TDE III East Zaragoza Phase V Parcel 1 Annexation, Exhibit A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing nail found at the centerline intersection of John Hayes Street and Pebble Hills Blvd. from which an existing city monument at the centerline intersection of John Hayes St. and Lookout Point Dr. bears North 00°34'59" West a distance of 1086.63 feet; Thence South 57°21'27" East to a distance of 101.90 feet to a set ½" rebar with cap marked TX 5152 on the southerly right-of-way of Pebble Hills Blvd. as shown on the plat of Tierra Del Este Unit 69 recorded in clerks file no. 20130055399, Real Property Records of El Paso County, Texas for the "TRUE POINT OF BEGINNING".

Thence along said right-of-way line of Pebble Hills Blvd., North 89°58'35" East a distance of 149.03 to a set ½" rebar with cap marked TX 5152;

Thence continuing along said right-of-way line the following 3 calls:

- 1- 585.55 feet along the arc of a curve to the left which has a radius of 1258.00 feet a central angle of 26°40'09" a chord which bears North 76°38'30" East a distance of 580.28 feet to a set ½" rebar with cap marked TX 5152;
- 2- North 63°18'26" East a distance of 716.44 feet to a set ½" rebar with cap marked TX 5152;
- 3- 161.54 feet along the arc of a curve to the right which has a radius of 1200.00 feet a central angle of 07°42'46" a chord which bears North 67°09'49" East a distance of 161.41 feet to a point;

Thence leaving said right-of-way line South 18°58'48" East a distance of 11.00 feet to point on the southerly right of way line of Pebble Hills Blvd, as shown on plat of Tierra Del Este Pebble Hills Pond recorded in clerks file no. 20140068423, Real Property Records of El Paso County, Texas;

Thence along said right of way line, 393.23 feet along the arc of a curve to the right which has a radius of 1189.00 feet a central angle of 18°56'57" a chord which bears North 80°29'40" East a distance of 391.44 feet to a point;

Thence, North 89°58'09" East a distance of 586.99 feet to a point of curve;

Thence 39.03 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of 89°26'42" a chord which bears South 45°18'30" East a distance of 35.18 feet to a point;

Thence, South 00°35'09" East a distance of 37.18 feet to a point;

Thence, North 89°24'51" East a distance of 126.00 feet to a point;

Thence, North 00°35'09" West a distance of 35.47 feet to a point;

Thence 39.51 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $90^{\circ}33'18''$ a chord which bears North $44^{\circ}41'30''$ East a distance of 35.53 feet to a point;

Thence, North $89^{\circ}58'09''$ East a distance of 2493.58 feet to a point of curve;

Thence 39.03 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $89^{\circ}26'22''$ a chord which bears South $45^{\circ}18'40''$ East a distance of 35.18 feet to a point;

Thence, South $00^{\circ}35'30''$ East a distance of 28.25 feet to a point;

Thence, North $89^{\circ}24'30''$ East a distance of 50.00 feet to a point;

Thence, South $00^{\circ}35'30''$ East a distance of 5123.39 feet to a found 2" pinched pipe held for block corner;

Thence, South $89^{\circ}59'32''$ West a distance of 5231.38 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, North $00^{\circ}00'28''$ West a distance of 68.00 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, 39.02 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $89^{\circ}25'36''$ a chord which bears North $45^{\circ}17'40''$ West a distance of 35.18 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the easterly right-of-way line of John Hayes Street;

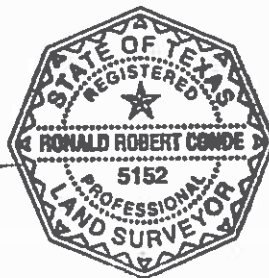
Thence along said right-of-way line, North $00^{\circ}34'52''$ West a distance of 4483.93 feet to a found $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence leaving said right-of-way line 39.51 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $90^{\circ}33'27''$ a chord which bears North $44^{\circ}41'51''$ East a distance of 35.53 feet to the "TRUE POINT OF BEGINNING" and containing 26,581,719 Square Feet or 610.23 acres of land more or less.

Note: Bearings based on plat of Tierra Del Este Unit Fifty Seven as recorded in Clerk's file no. 20090020163, Real property records of El Paso County, Texas.



Ron R. Conde
R.P.L.S. No 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286

Prepared For: Southwest Land Development Services
October 13, 2015
(TDE III East Zaragoza Phase V Tim Floyd Parcel 2 Annexation, Exhibit A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 18, Block 78, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing city monument at the centerline intersection of Holly Springs Avenue and Don Maynard Street from which an existing city monument at the centerline intersection of Holly Springs Avenue and Mike Price Drive bears South 89°58'09" West a distance of 810.80 feet; Thence South 80°53'47" East to a distance of 1923.12 feet to a found ½" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence, North 00°35'30" West a distance of 2000.57 feet to a point;

Thence, 45.18 feet along the arc of a curve to the right which has a radius of 31.00 feet a central angle of 83°30'03" a chord which bears North 41°09'32" East a distance of 41.28 feet to a point;

Thence, North 82°54'33" East a distance of 47.68 feet to a point;

Thence, North 10°03'44" West a distance of 75.27 feet to a point;

Thence, 47.04 feet along the arc of a curve to the right which has a radius of 40.00 feet a central angle of 67°22'31" a chord which bears North 66°22'28" West a distance of 44.37 feet to a point;

Thence, 22.13 feet along the arc of a curve to the left which has a radius of 85.00 feet a central angle of 14°55'07" a chord which bears North 40°08'47" West a distance of 22.07 feet to a point;

Thence, 20.51 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of 47°00'51" a chord which bears North 24°05'55" West a distance of 19.94 feet to a point;

Thence, North 00°35'30" West a distance of 2458.52 feet to a set ½" rebar with cap marked TX 5152;

Thence 225.14 feet along the arc of a curve to the left which has a radius of 750.00 feet a central angle of 17°11'58" a chord which bears South 09°11'28" East a distance of 224.29 feet to a set ½" rebar with cap marked TX 5152;

Thence 238.05 feet along the arc of a curve to the right which has a radius of 793.00 feet a central angle of 17°11'58" a chord which bears South 09°11'28" East a distance of 237.15 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 00°35'30" East a distance of 2032.91 feet to a set ½" rebar with cap marked TX 5152;

Thence, 19.23 feet along the arc of a curve to the left which has a radius of 20.00 feet a central angle of 55°05'33" a chord which bears South 28°08'16" East a distance of 18.50 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 06°46'41" East a distance of 85.20 feet to a set ½" rebar with cap marked TX 5152;

Thence, 29.15 feet along the arc of a curve to the left which has a radius of 20.00 feet a central angle of 83°30'03" a chord which bears South 41°09'32" West a distance of 26.64 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 00°35'30" East a distance of 2018.59 feet to a set ½" rebar with cap marked TX 5152;

Thence, 31.20 feet along the arc of a curve to the left which has a radius of 20.00 feet a central angle of 89°23'00" a chord which bears South 45°17'00" East a distance of 28.13 feet to a set nail;

Thence, South 00°01'30" West a distance of 50.00 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 89°58'30" West a distance of 18.33 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 00°01'30" East a distance of 50.00 feet to a point;

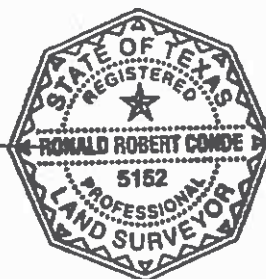
Thence, North 89°58'30" West a distance of 45.73 feet to a found ½" rebar with cap marked TX 5152;

Thence, 39.00 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of 89°23'00" a chord which bears North 45°17'00" West a distance of 35.16 feet to the "TRUE POINT OF BEGINNING" and containing 300,786 Square Feet or 6.905 acres of land more or less.

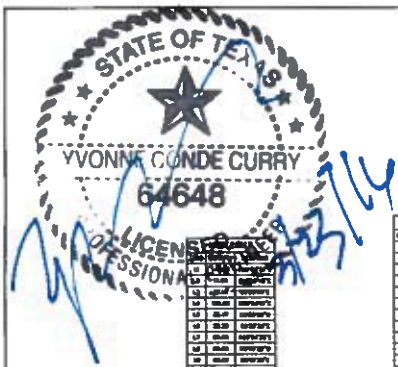
Note: Bearings based on plat of Tierra Del Este Unit Seventy Two as recorded in Clerk's file no. 20150010405, Real property records of El Paso County, Texas.



Ron R. Conde
R.P.L.S. No 5152

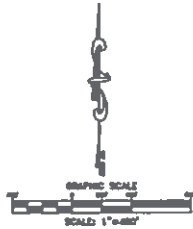


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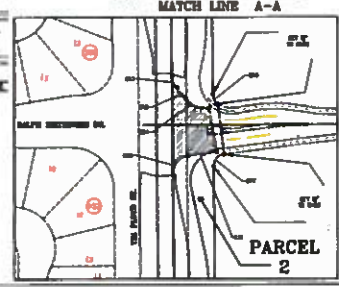
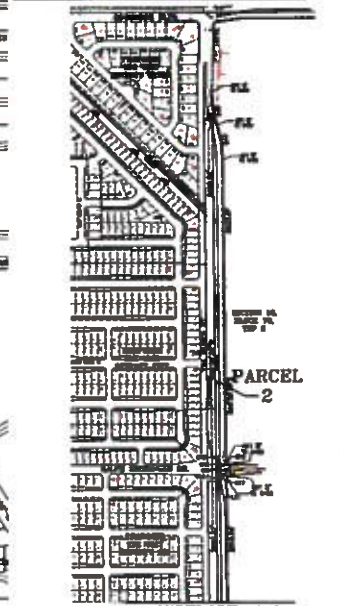
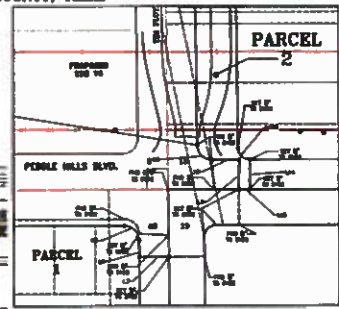
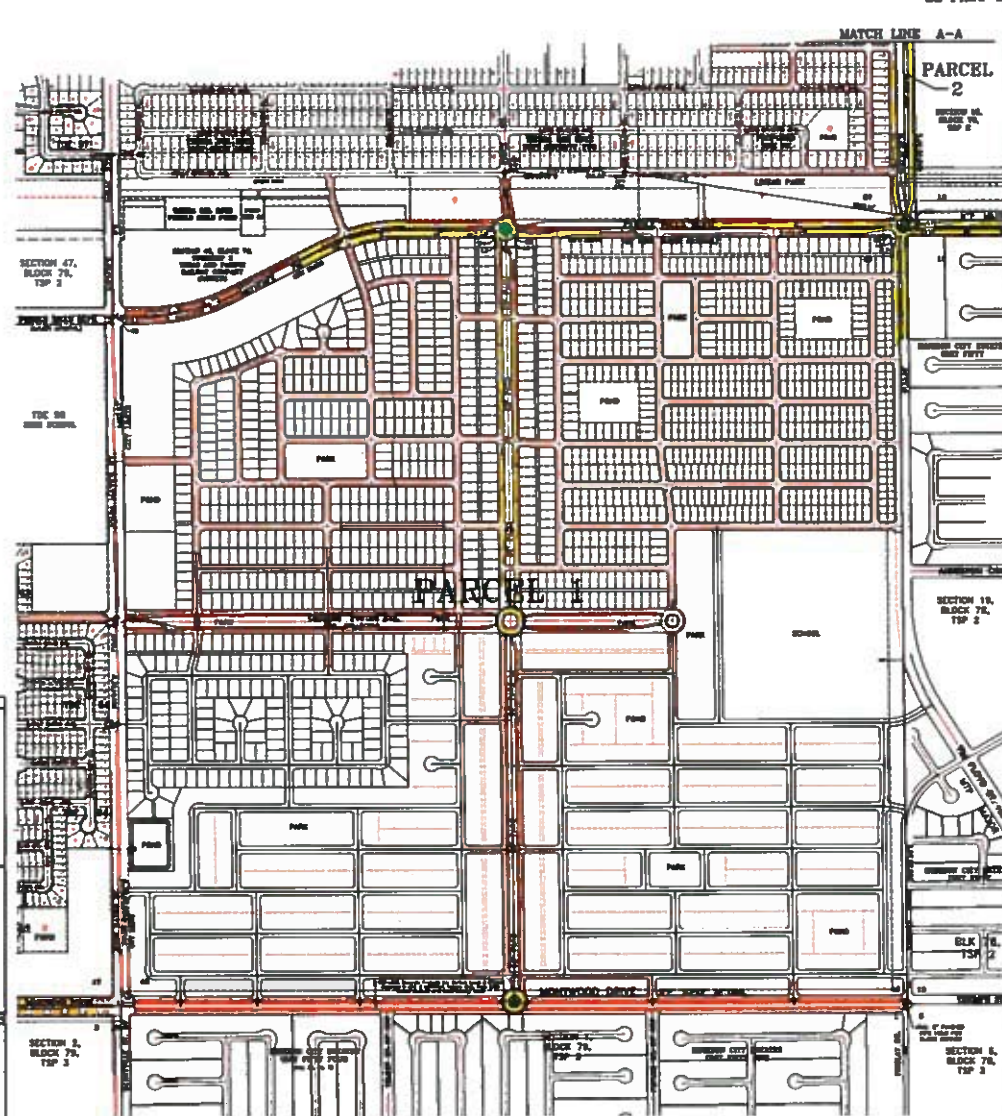
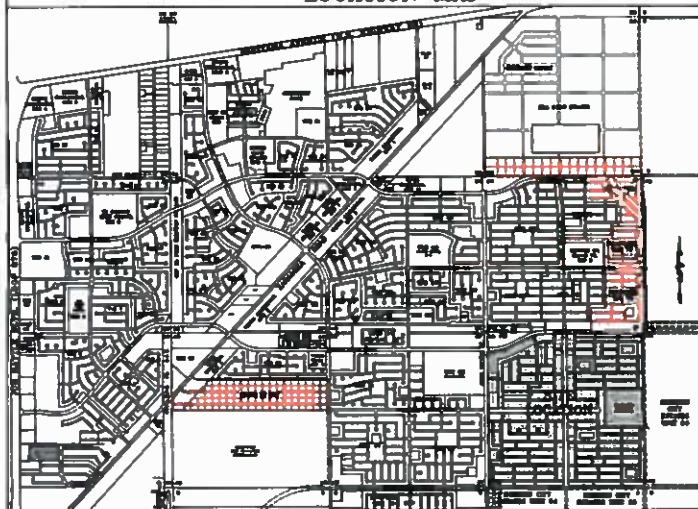


OWNER	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	EMAIL	WEBSITE	DATE	TIME	STATUS	REMARKS
1	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
2	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
3	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000
4	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
5	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
6	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000
7	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000
8	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000
9	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000
10	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000

LEGEND		
PARCEL	OWNER	AREA AC.
1	RAVENS REAL LAND HOLDING, LLC	618.232
2	RAVENS REAL LAND HOLDING, LLC	6.900



LOCATION MAP



TIERRA DEL ESTE PHASE V ANNEXATION PLAN

BEING PORTION OF SECTION 18, BLOCK 79, AND PORTION OF SECTION 48,
BLOCK 79 TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY CO. SURVEYS,
EL PASO COUNTY, TEXAS

CITY CLERK DEPT. Exhibit "C"

2016 MAR -1 PM 2:33

THE STATE OF TEXAS)

COUNTY OF EL PASO)

DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into as of the effective date, by and among the **CITY OF EL PASO, TEXAS**, a municipal corporation, of the County of El Paso in the State of Texas (hereinafter referred to as "City"), acting through the City Council of the City, the **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD** (hereinafter referred to as the "PSB"), and **RANCHOS REAL LAND HOLDINGS, LLC**, a Texas limited liability company (hereinafter referred to as the "Owner"), and **EL PASO DESERT EAST INVESTMENTS II, LTD. AND THE MESA GROUP V, LTD.** ("Donor 1"), **EL PASO DESERT INVESTMENTS VI, LTD. AND THE MESA GROUP V, LTD.** ("Donor 2"), and **RANCHOS REAL IV, LTD.**, a Texas limited partnership ("Ranchos IV"); and

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

WHEREAS, the development of this Property is in compliance with the City's Annexation Plan which states that all annexations will be voluntary and initiated by the property Owner; and

WHEREAS, the Owner desires to voluntarily annex the Property into the City limits on the terms and conditions of this Agreement; and

WHEREAS, Donor 1 has agreed to donate to the City the Donation 1 Land for future use as public facilities; and Donor 2 has agreed to donate to the City the Donation 2 Land for future use as public facilities; and

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

WHEREAS, the City and Owner have agreed that the Property will be developed constructed and improved by the Owner as required herein; and

WHEREAS, the PSB, after due and careful consideration, has concluded that the annexation of and supply of water and wastewater to the Property on the terms and conditions hereinafter set forth is in the best interest of the PSB; and the PSB's role is further set forth in this Agreement, and includes the provision, regulation, and connection of the water and wastewater system and rates inside and outside of the City, to protect and provide for the public health, safety, morals and general welfare; and,

WHEREAS, the City is authorized to make a written agreement with the Owner of land within the extraterritorial jurisdiction of the City for the purposes set forth in Subchapter G, Chapter 212, Local Government Code; and

WHEREAS, the parties desire to utilize the provisions of Subchapter G, Chapter 212, Local Government Code to agree on such matters as the method and timing of annexation, the regulations that are to be applicable to the Property before and after annexation, the provision of services to the Property, and related matters; and

WHEREAS, on January 31, 2006, the City, PSB, and Ranchos IV, entered into a development agreement pursuant to Subchapter G, Chapter 212, Local Government Code for the development of approximately 2,287.593 acres of property ("the January 2006 Agreement"); and

WHEREAS, pursuant to the terms of the January 2006 Agreement, Ranchos IV agreed to convey and dedicate, at no cost to the City a total of four (4) acres to be used by the City for public purposes, such as municipal offices, storage, police, fire and EMS protection, or other municipal operations; and

WHEREAS, Ranchos IV has agreed to convey and the City has agreed to accept the January 2006 Parcel in satisfaction of Ranchos IV's obligations under the January 2006 Agreement; and

WHEREAS, a public hearing regarding this Agreement was held before the City Plan Commission, and the Commission recommended approval of this Agreement; and,

WHEREAS, City, PSB and Owner find it to be to their mutual advantage to enter into this Agreement regarding the matters set forth herein; and,

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

WHEREAS, the City, after due and careful consideration, has concluded that the annexation of the Property and the Owner's development of the Property on the terms and conditions hereinafter set forth is in the best interest of the City to protect and provide for the public health, safety, morals and general welfare of the City.

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

SECTION ONE: Definitions Unless the context requires otherwise, the following terms and phrases used in this Agreement shall have the meanings set out below:

"Adjacent Parcel" means the real property described in Exhibit "I" attached hereto, owned by the Owner or an affiliate of Owner.

"Agreement" means this Development Agreement by and between the City, the PSB, and the Owner.

"Annexation Fee" means the annexation fee described in Title 20 of the Code.

"Application for Annexation" means the Application for Annexation in the form attached hereto as Exhibit "E".

"City" means the City of El Paso, Texas, a home rule municipality situated in El Paso County, Texas.

"City Council" means the elected body that governs the City of El Paso under state law and charter.

"City Regulations" shall mean all duly enacted ordinances, rules, and regulations of the City, including the Code, the Subdivision Regulations and the PSB Regulations, in effect on the Vesting Date, but does not include the PSB Regulations relating to fees and rates, which shall be those in effect at the time that service is requested.

"Closing Terms and Procedures" shall mean the procedures set forth in Exhibit "G".

"Code" shall mean the El Paso City Code in effect on the Vesting Date.

"CPC" means the City Plan Commission for the City.

"Cure Period" shall have the meaning ascribed thereto in Section Twenty Three.

"Defaulting Party" shall have the meaning set forth in Section Twenty Three.

"Density" means the number of dwelling units that may be constructed per acre, calculated by dividing the site area by the minimum required lot area in the underlying zoning district.

"Developer" means a person or entity undertaking the division or improvement of land and other activities covered by this title, including the preparation of a plat showing the layout of the land and the public improvements involved therein. The term "developer" is intended to include the terms "subdivider" and, when submitting platting documents, "applicant."

"Development" means initiation of any activities related to the platting or subdivision of land or construction, reconstruction, conversion, or enlargement of buildings or structures, the construction of impervious surfaces (e.g., parking lots), the installation of utilities, roadways, drainage facilities or other infrastructure; or any disturbance of the surface or subsurface of the land in preparation for such construction activities, including without limitation removal of vegetation, grading, paving, clearing, filling, or removal of soil, and any mining, dredging, excavation or drilling operations.

"Development Plan" shall mean the plan for development of the Property attached to this Agreement as Exhibit "B". The Development Plan shall include the Phasing Plan.

"Donation Deeds" shall mean the collective reference to the deeds in the forms attached hereto as Exhibits "D-1" and "D-2" to be executed by Donor 1 and Donor 2 respectively, conveying the Donation 1 Land and the Donation 2 Land to the City for public use.

"Donation 1 Land" shall mean the real property described in Exhibit "C-1".

"Donation 2 Land" shall mean the real property described in Exhibit "C-2".

"Effective Date" means fifteen days after all of the parties have signed this agreement.

"Force Majeure" shall have the meaning set forth in Section Twenty Four.

"Impact Fee" shall mean shall mean those fees specified in El Paso Water Utilities Public Service Board Rules and Regulations, Rule and Regulation Number 16, Administration of Water and Wastewater Impact Fees or as may be amended.

"January 2006 Parcel" means the real property described in Exhibit "J" which has been approved to be dedicated for public purposes in a Development Agreement dated January 31, 2006 and which is adjacent to the Donation 1 Land.

"Major Thoroughfare Plan" or "MTP" shall mean the Major Thoroughfare Plan in Plan El Paso, the comprehensive plan for the City of El Paso.

"New Regulations" shall mean City Regulations, or amendments to City Regulations, enacted after the Effective Date.

"Nominate" shall refer to the action of the Owner in submitting to the City a nomination.

"Nomination" means a written notice and application requesting annexation of the portion of the Property described in the notice.

"Non-Defaulting Party" shall have the meaning set forth in Section Twenty Four.

"Owner" means Ranchos Real Land Holdings, LLC and its successors and assigns of all or any part of the Property.

"Party" or "Parties" means a party or the parties to this Agreement, being the City, the PSB, and the Owner.

"Phasing Plan" shall mean the plan, included in the Development Plan, for the phased development of the Property.

"PID Act" means the Texas Local Government Code Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"Property" shall mean the 617.14 acre tract of land described by metes and bounds in Exhibit "A".

Public Improvement District (PID) shall mean a district created pursuant to Chapter 372 of the Texas Local Government Code

"PSB" or "Public Service Board" shall mean the El Paso Water Utilities Public Service Board, the trustee and governing board of the El Paso Water Utilities.

"PSB Facilities" shall mean water and wastewater facilities to be constructed by and at the expense of the PSB or the Owner as determined by the Impact Fee Rules and Regulations No. 16, Administration of Water and Wastewater Impact Fees, or as may be amended.

"PSB Regulations" shall mean the duly adopted rules and regulations of the PSB.

"Subdivision Coordinator" shall mean the subdivision coordinator referenced in the Subdivision Regulations.

"Subdivision Regulations" shall mean the regulations in Title 19 of the El Paso City Code.

"Tax Increment Reinvestment Zone" (TIRZ) shall mean a zone created pursuant to Chapter 311 Tax Increment Financing Act of the Texas Tax Code.

"Tim Floyd Parcel" shall mean the real property described in Exhibit "H" to be included in Owner's Application for Annexation in order to provide the full modified right of way for Tim Floyd as shown on the Development Plan.

"Vesting Date" shall mean August 8, 2008.

"Vesting Statute" shall mean Chapter 245, Texas Local Government Code.

SECTION TWO: Chronology for Development Process

The Parties agree to the following Procedures and Chronology of Events

- (a) The parties agree that that this agreement will be implemented as follows:

1. After the Effective Date of this Agreement, but within thirty (30) days thereof, the Owner will submit an application for the annexation and rezoning of the Property.
2. The City will process an amendment to the City's Comprehensive Plan in accordance with Section Five herein.
3. After the Effective Date of this Agreement, but within thirty (30) days thereof, the Owner will submit an application to amend the City's Major Thoroughfare Plan in accordance with Section Six herein.
4. The City will process the annexation, rezoning, Comprehensive Plan and Major Thoroughfare Plan applications for the Property concurrently and pursuant to State law and the City Codes and Regulations.
5. Once the City has adopted ordinances for the annexation, rezoning, and amendment to the Master Thoroughfare Plan for the Property, Donors shall execute and deliver to the City the Donation Deeds, in accordance with Section Ten.
6. The Owner will cooperate with the City in the creation of a Public Improvement District and Tax Increment Reinvestment Zone.

- (b) Phasing of the Development: The Property shall be developed in phases in accordance with the Phasing Plan, and shall be developed in an orderly manner from adjacent existing development.

SECTION THREE: Development of the Property

The parties hereby agree that the Property will be developed according to the terms described herein. The City hereby approves the Development Plan (Exhibit "B") depicting current and proposed land uses and zoning and agrees to the following conditions for the development:

- (a) The Development Plan (Exhibit "B") attached hereto and incorporated into this agreement hereby constitutes an amendment to the Land Studies for Tierra del Este III Phases I, III, and V, approved by the City Plan Commission on February 10, 2011 and amended on March 7, 2013; and Tierra del Este III Phase V, previously approved by the City Plan Commission on March 21, 2013.
- (b) City acknowledges that the entire Property was vested under Texas Local Government Code Section 245 on the Vesting Date. The Parties agree that all permits or approvals by the City for the development of the Property shall be approved in accordance with the City Regulations as modified by the Development Plan and this Agreement. The Owner has express authority to develop the Property in accordance with this Agreement
- (c) Owner shall have the right to make modifications to the Development Plan, including the proposed arrangement of

land uses, lot sizes, number of units, the locations of roadways and open spaces, as long as those modifications are substantially consistent with the Development Plan ["substantially consistent" means it does not alter any of the following by more than ten percent (10%): the arrangement of land use, acreage designated to land uses, density or open space areas; or relocate major circulation elements or alter the concept of development].

- (d) It is the intent of the City and Owner that the vesting of development rights in and to the Owner and its successors and assigns, to develop the Property in accordance with this Agreement shall include, but not be limited to, preliminary plats, final plats, minor plats and revisions to recorded plats, the character of land uses, street widths, lot sizes, number of units, zoning designations of all or any part of the Property, landscape requirements, street lighting requirements, park requirements and locations, traffic control devices and the general locations of roadways as shown in the Development Plan and in this Agreement, and that changes described in #3 above as "substantially consistent" thereto shall not affect or impair any of the Owner's vested rights hereunder.
- (e) Owner agrees that it shall be solely responsible for payment of any and all costs, including but not limited to design and construction costs arising from the construction of required public improvements with respect to the Property, except as provided herein.
- (f) The Owner shall comply with the applicable City Regulations and all applicable Federal and State law, except as otherwise set forth herein. Failure to do so in any material manner shall constitute a material breach of this Agreement.

SECTION FOUR: New Regulations

Owner hereby agrees that the development of the Property shall be in accordance with the City Regulations, including the PSB Regulations, and subject to the application and payment of all necessary application and permit fees except as otherwise provided in this Agreement. Notwithstanding anything herein to the contrary, the Parties agree that Owner may elect to apply the New Regulations in effect on the Vesting Date, or all or related portions of any New Regulations, to the development of the Property to the extent that Owner shall deem appropriate without forfeiting any rights under this Agreement.

SECTION FIVE: Comprehensive Plan Amendment

The property is currently designated in the City's Comprehensive Plan, "Plan El Paso" as "remote." The City desires to change the designation of the Property to "potential" in order to be eligible for annexation under the City's Annexation Policy. The City agrees to process this amendment concurrently with the annexation and

rezoning of the Property. Failure of the City to amend the Comprehensive Plan will not affect the Owner's rights under this agreement.

SECTION SIX: MTP

The City's Major Thoroughfare Plan (MTP) currently designates an east-west road within the development, shown as "Charles Foster" on the Development Plan, as a minor arterial. Within thirty (30) days following approval of this Agreement, the Owner will submit an application to amend the MTP to reclassify "Charles Foster" from a Minor Arterial roadway to a Collector roadway, and to add "Mike Price" (north-south road) to the MTP as a Collector roadway. A Traffic Impact Analysis (TIA) for this property was submitted and reviewed by the City prior to approval of the TDE III Phase V Land Study, and a new TIA is not required. The MTP amendment shall be presented to City Council for action prior to approval of the annexation. The Development Plan shows the cross-sections for these two rights-of-way, which include fully improved median parks with twelve foot (12') wide hike and bike trails. These median parks shall be built by the Owner/Developer and the Owner/Developer shall receive full park credits under Title 19 for the improved median parks. Residential lots fronting on Charles Foster and Mike Price shall have vehicular access only from alleys at the rear of the lots as depicted on the Development Plan.

SECTION SEVEN: Modification to Development Plan

Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, modifications to the Development Plan may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Owner may seek changes in the location and configuration of the proposed uses shown on the Development Plan and amendments may be submitted in accordance with the Code requirements for a land study.

SECTION EIGHT: Annexation

The Owner shall file an Application for Annexation of the Property and the Tim Floyd Parcel with the City, within thirty (30) days after the Effective Date of this Agreement. Within one hundred eighty (180) days after receipt of the Application for Annexation, the City shall process the Application for Annexation in accordance with applicable state law provisions, and the provisions of the Code, including public notice and hearings with no condition or obligation on Owner except as set forth herein. If the City Council elects not to annex all or any part of the Property and the Tim Floyd parcel, such action shall not constitute a breach of this Agreement, but such action shall not affect or impair any of the Owner's vested rights hereunder or relieve the City of any of its obligations hereunder and Owner shall be entitled to apply for plats and other development applications and related permits, and obtain approval thereof by the City in accordance with the terms of this Agreement. If the City Council adopts an annexation ordinance pursuant to this Agreement, City will adopt a service plan for the provision of municipal

services required by Texas Local Government Code §43.056 in the form attached hereto as Exhibit "K" and made a part hereof.

SECTION NINE: Zoning

- (a) On and after the Effective Date, the Property may be developed in a manner consistent with the zoning classifications as shown in the Development Plan. Upon the annexation of a portion of the Property, such portion shall be automatically classified as R-F (Ranch and Farm) for zoning purposes.
- (b) Owner agrees that contemporaneous with the filing of the Application for Annexation, Owner will file application for rezoning from the default R-F (Ranch-Farm) to R-5 for the residential areas and C-2 for the commercial areas depicted on the Development Plan. In the event that the City does not approve the applications to rezone the Property or rezones the Property in a manner other than that shown on the Development Plan, such action shall not constitute a breach or default under this Agreement nor affect or impair any of the Owner's vested rights hereunder and Owner may develop the Property in accordance with the zoning classifications shown on the Development Plan, as same may be amended. The public hearing by the CPC on the zoning classifications for the Property shall be held jointly with the public hearing required for annexation. In addition, Owner may petition the City, at any time, for rezoning of the Property (or portion thereof) as provided in the City Regulations. Any zoning change shall not affect or impair any of Owner's vested rights hereunder. The City's election not to rezone shall not, however, relieve the City of any of its obligations hereunder.

SECTION TEN: Donation of Land For Public Use

- (a) Donation 1 Land: Owner shall cause Donor 1 to donate to the City the Donation 1 Land, which is located within the Tierra del Este III Phase I Land Study (also known as the East Zaragoza Land Study).
- (b) The City shall engage a professional design firm, in an amount not to exceed \$25,000, approved by both Owner and City to prepare at the City's expense concept plans for the coordinated design, planning and access related to future improvements to be located on the Donation 1 Land, the January 2006 Parcel, and the Adjacent Parcel. Notwithstanding the preparation of the conceptual plans, neither the Owner nor the City shall be required to develop their respective properties in accordance with the concept plans.
- (c) Donation 2 Land: Owner shall cause Donor 2 to donate to the City the Donation 2 Land.
- (d) The Donation Deeds shall be executed and delivered in accordance with the Closing Procedures within thirty (30) days after the last of the following occurs: adoption of the ordinance annexing the property, adoption of the ordinance rezoning the land, or adoption of the ordinance amending the Master Thoroughfare Plan.

- (e) Donation of January 2006 Parcel: Owner shall cause Ranchos IV to donate to the City the donation of this parcel.

SECTION ELEVEN: *Warranty of Public Improvements*

Owner shall dedicate, construct and maintain for a one-year period after acceptance by the City the public improvements necessary for the right-of-way for extension of Charles Foster Ave. and Mike Price Drive, in accordance with the approved Development Plan. Owner shall dedicate, construct and maintain for a one-year period after acceptance by the City all public improvements in accordance with the Development Plan.

SECTION TWELVE: *Creation of a Public Improvement District (PID)*

- (a) Pursuant to Texas Local Government Code Section 372, and within 180 days of approval of this Agreement, the Owner shall cooperate with the City to create one or more Public Improvement Districts ("PID" or "PIDs") for the property described by Exhibit "L" with a maximum assessment of \$200 annually per year. The City contemplates issuing certificates of obligation pursuant to Chapter 271 of the Texas Local Government Code to fund its contribution obligations (the "***Construction Certificates***"). Revenue from assessments levied on properties in the PID will be pledged to secure the repayment of the Construction Certificates; therefore; all Public Improvements to be funded by the City must be located within the PID and must consist of authorized improvements under Section 372.003 of the PID Act as set forth in the City's ordinance levying the assessments within the PID (the "***Assessment Ordinance***"). The Public Improvements to be funded by the City are referred to in this Agreement as the "***PID Public Improvements***". "The City will work with the Owner in establishing these districts on the following terms: (a) funds shall be used to pay (or reimburse) the construction, maintenance, and operation costs of parks and other public improvements within the Public Improvement District; (b) the PID assessment shall not exceed Two Hundred Dollars (\$200.00) per lot per year; (c) once each plat is recorded, assessment for lots within that recorded plat shall commence. City agrees that it shall at its sole cost and expense, prepare the petition for creation of the PIDs and all required documents and obtain all required approvals at no cost or expense to the Owner and that Owner shall have no liability for the creation or operation of the PID. Notwithstanding the foregoing agreement to cooperate, Owner shall have the right to plat and sell lots prior to the creation of the PID.
- (b) PID Related Obligations. Owner shall execute a Declaration of Covenants, Conditions and Restrictions in the real property records of El Paso County encumbering all property within the PID and obligating all owners of privately-owned and taxable property located within the PID (i.e., the persons assessed pursuant to the Assessment Ordinance) to pay all assessments when due and

payable, as provided in the Public Improvement Service and Assessment Plan authorized by the Assessment Ordinance. Further, Owner and all Owner related entities owning property within the PID shall authorize and execute a consent, in form and substance acceptable to the City, consenting to the boundaries of the PID, its formation and the levy of assessments pursuant to the Assessment Ordinance, as well as any additional consents reasonably required by the City to effectuate or evidence the purpose of the PID and the Assessment Ordinance.

SECTION THIRTEEN: *Creation of a Tax Increment Reinvestment Zone (TIRZ)*

Pursuant to Texas Tax Code Section 311, and within 180 days of approval of this Agreement, the Owner shall submit a petition to the City to create a Tax Increment Reinvestment Zone ("TIRZ") on the property described by Exhibit "M". The TIRZ revenue captured on an annual basis shall not exceed thirty three percent (33%) of the increment in any year. The Owner will cooperate with the City in establishing this district. City agrees that it shall at its sole cost and expense, prepare the petition for creation of the TIRZ and all required documents and obtain all required approvals at no cost or expense to the Owner and that Owner shall have no liability for the creation or operation of the TIRZ. Notwithstanding the foregoing agreement to cooperate, Owner shall have the right to plat and sell lots prior to the creation of the TIRZ.

SECTION FOURTEEN: *City Fees*

City Fees. The City agrees to waive the Owner's obligation to pay any and all permit fees for the following development applications: city annexation application fees and the required annexation fee per dwelling unit, rezoning, subdivision plats, Chapter 18.44 grading, and permit fees for the review of the required subdivision improvement plans.

The City agrees to waive the Owner's obligation to pay the following fees:

- (a) All annexation fees.
- (b) All subdivision and zoning application fees.
- (c) All traffic mitigation fees for TDE III, Phase III.
- (d) All traffic mitigation fees for TDE III, Phase V.
- (e) All Chapter 18.44 grading and subdivision improvement plan review fees.
- (f) All application fees for amendments to Plan El Paso and the City's Major Thoroughfare Plan.
- (g) All El Paso Water Utility plan checking and inspection fees up to \$180,625.00.

All other fees not specifically waived herein must be paid in order to develop the Property.

SECTION FIFTEEN: **City Payments.**

The City shall pay to Owner the sum of \$76,200.00 contemporaneously with the delivery of the Donation Deeds in accordance with the Closing Procedures.

SECTION SIXTEEN: Exceptions to the Code's Public Improvement Requirements

The City agrees to the following exceptions to the Code's public improvement requirements within the area proposed for annexation (Exhibit "A"):

- a. Arterial street lights on Montwood Drive may be on wooden poles placed at 300' intervals.
- b. Arterial street lights on Tim Floyd may be on wooden poles placed at 300' intervals within Tierra del Este III Phase V, and at staggered 150' intervals within Tierra del Este III Phase III.
- c. A modified cross-section for Tim Floyd, a major arterial on the City's MTP, north of Pebble Hills Blvd. will include easements for electric transmission lines and a petroleum pipeline within an 83' median. Landscaping within this median shall be comprised of rock and chat. Irrigation and landscaping other than rock and/or chat are not required.
- d. Plats may be recorded, lots sold and building permits issued within the annexed area after completion of curb and gutter, water, sewer and drainage facilities serving those lots and approval by PSB. Under no circumstance will construction be allowed beyond the foundation stage until such time as fully charged fire hydrants and a drivable surface acceptable to the fire marshal have been provided to such site. However, no Certificates of Occupancy shall be issued prior to completion of subdivision improvements.

SECTION SEVENTEEN: **Registration of Nonconforming Uses or Structures**

The Owner within one hundred and twenty (120) days after the date the City adopts an annexation ordinance annexing the Property will apply to register any legal nonconforming use or structure per the requirements of the City Code.

SECTION EIGHTEEN: Intentionally Omitted.

SECTION NINETEEN: Notice

Any formal notices or other communications required to be given by one Party to the other under this Agreement shall be given in writing, addressed to the Party to be notified at the address set forth below, by (i) delivering the same in person (ii) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid (iii) depositing the same with Federal Express or with another nationally recognized courier service guaranteeing "next day delivery" or (iv) sending the same by telefax with confirming copy sent by certified or registered mail. Notice shall be effective only if and when received by the Party to

be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

(1)

City:
City of El Paso
Attn: City Manager

Mailing Address:
P.O. Box 1890
El Paso, Texas 79950-1890

Physical Address:
300 N. Campbell, 2nd Floor
El Paso, Texas, 79901

City Attorney's Office
Attn: City Attorney

Mailing Address
P.O. Box 1890
El Paso, Texas 79950-1890

Physical Address:
300 N. Campbell, 2nd Floor
El Paso, Texas 79901

(2)

El Paso Water Utilities Public Service Board:
El Paso Water Utilities Department
Attn: President/CEO

Mailing Address:
1154 Hawkins Boulevard
El Paso, Texas 79925

Physical Address:
Same as above

(3)

Ranchos Real Land Holdings, LLC.

Attn: Douglas A. Schwartz
6080 Surety Drive
El Paso, Texas 79905

Physical Address:
Same as above

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

SECTION TWENTY: **Term**

This Agreement shall have a term of fifteen (15) years. The Parties may, by mutual agreement, as evidenced by a writing executed by the City Manager of the City, the President/CEO of the El Paso Water Utilities Department, and a representative of the Owner, extend and/or renew the term, but only to the extent permitted by Subchapter G, Chapter 212, Local Government Code; provided, however, nothing contained in this section shall affect the Owner's obligation to submit nominations for annexation of all phases of the Property on or before the fourth (4th) anniversary of the Effective Date. The El Paso Water Utilities has the authority to amend this agreement without further approval from the Public Service Board, provided that the amendment does not increase the El Paso Water Utilities' Financial contribution or reduce any fees owed to the El Paso Water Utilities.

SECTION TWENTY ONE: **Water & Sewer.**

- (a) Owner agrees to construct at its expense the mains and pipes located inside the Property that are necessary to provide retail water and wastewater utility services to the Property. The mains and pipes shall be designed and constructed in accordance with PSB Regulations. Owner is responsible for paying the impact fees specified in the Rules and Regulations No. 16, Administration of Water and Wastewater Impact Fees, as may be amended. The PSB is responsible for constructing the PSB facilities specified in the Impact Fee Capital Improvement Plan in accordance with the Rules and Regulations No. 16. The Owner shall not be obligated to construct or otherwise bear the costs of PSB Facilities, including water supply, water treatment facilities, wells, water storage tanks, desalinization facilities, or wastewater treatment facilities, in excess of the Impact Fee.
- (b) The PSB shall acquire the right of way and construct at its expense the mains, pipes, and other facilities outside the Property that are necessary to provide water and wastewater services to the Property.
- (c) The PSB shall construct the PSB Facilities and the cost to the Owner and PSB for such construction shall be in accordance with the Impact Fee Rules and Regulations. Such Facilities shall be completed as development warrants.

SECTION TWENTY TWO: **Current Revenues** To the extent (if any) that this Agreement would obligate the City to make a payment or make an expenditure,

the obligation shall be payable solely from revenues received by the City from current revenues, it being the intention of the Parties that no obligation of the City in this Agreement shall be payable in whole or in part from property taxes, or from proceeds of obligations payable in whole or in part from property taxes, or otherwise constitute a debt of the City within the meaning of Article XI, Section 5 or Section 7 of the Texas Constitution.

SECTION TWENTY THREE: Default and Remedies

This Agreement shall be enforceable in any court of competent jurisdiction by any of the Parties or by an appropriate action at law or in equity to secure the performance of the restrictions, conditions and covenants herein contained.

- (a) **Default.** In the event a Party (the "Defaulting Party") commits a breach of this Agreement, the other Party (the "Non-Defaulting Party"), shall, prior to bringing suit or pursuing any other remedy, provide written notice of such breach to the Defaulting Party. Following receipt of such notice, the Defaulting Party shall have thirty (30) days within which to cure the breach.
- (b) **Remedies.** In the event a default is not cured within the Cure Period, the Non-Defaulting Party shall have all rights and remedies which may be available under law or equity, including, without limitation, the right to specifically enforce the terms or provisions hereof and/or the right to institute an action for damages, declaratory judgment, injunctive relief or mandamus.

SECTION TWENTY FOUR: Miscellaneous

- (a) **Successors and Assigns:** This Agreement is a restriction, condition and covenant running with the Property and a charge and servitude thereon, and shall be binding upon and inure to the benefit of the Parties hereto, and their heirs, successors and assigns of all or any part of the Property. Any future conveyance of the Property shall contain the restrictions, conditions and covenants and shall embody this Agreement by express reference; provided, however, this Agreement shall not be binding on, and shall not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use regulations that may apply to a specific lot.
- (b) **Force Majeure:** In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving of notice and the full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is

being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, terrorism, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other incapacities of either Party, whether similar to those enumerated or otherwise, and not within the reasonable control of the Party claiming such inability.

- (c) **Severability:** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, provided that any invalid provisions are not deemed by the City or the Owner to be material to the overall purpose and operation of this Agreement. If the City or the Owner determines that the invalid provision is material, then, if the City has made such determination, the City shall have the option to disannex the Property, and if the Owner has made such determination, the Owner shall have the option to terminate this Agreement. Such judgment or decree shall relieve the City and the Owner from performance under such invalid provision of this Agreement.
- (d) **Entire Agreement:** This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. By approving the execution of this Agreement, the City Council of the City, and the Public Utilities Board of the El Paso Water Utilities, delegate to the City Manager of the City, and to the President/CEO of the El Paso Water Utilities, the authority, without any further action being required of the City Council or of the Public Utilities Board, to execute such amendments of or extensions to this Agreement as they may consider advisable, and consistent with the provisions of law.
- (e) **Governing Law, Jurisdiction & Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in El Paso County, Texas and hereby submit to the jurisdiction of the state or federal courts situated in that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

- (f) **No Third Party Beneficiary:** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- (g) **Waiver:** Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.
- (h) **Reservation of Rights:** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.
- (i) **Further Documents:** Each Party agrees that at any time after execution of this Agreement, it will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.
- (j) **Incorporation of Exhibits and Other Documents by Reference:** All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.
- (k) **Effect of State and Federal Laws:** Notwithstanding any other provisions of this Agreement, each Party shall, in carrying out the terms of this Agreement, comply with all applicable State and Federal laws.
- (l) **Favored Nations:** In the event that City enters into any contracts or adopts ordinances or regulations pertaining to or related to the agreements contained herein which are more favorable than the provisions contained herein, the Parties agree to amend this Agreement effective as to the effective date of any such contract, ordinance or regulation to incorporate the more-favorable provision herein.
- (m) **Conflict with City Regulations:** In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the City Regulations, the terms of this Agreement shall control.
- (n) **Headings:** The headings as to contents of particular articles or sections herein are inserted only for convenience, and they are in no way to be construed as a limitation on the scope of the particular articles or sections to which they refer.
- (o) **Ambiguities:** In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party on the basis that such Party did or did not author the same.
- (p) **Counterparts:** It is understood and agreed that this Agreement may be executed in any number of counterparts, each which shall be deemed an original for all purposes.

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- (q) **Authority for Execution:** Each Party hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized.
- (r) **Moratorium:** During the Term of this Agreement, City agrees to not adopt a moratorium upon the Property that would prohibit the Owner from making applications to City related to the development of the Property for the uses generally described in the Development Plan.
- (s) **List of Exhibits:** The following exhibits are attached hereto and made a part hereof:


Exhibit "A" – Legal Description of Property
Exhibit "B" – Development Plan
Exhibit "C-1" – Donation 1 Land Description
Exhibit "C-2" – Donation 2 Land Description
Exhibit "D-1" – Donor 1 Donation Deed
Exhibit "D-2" – Donor 2 Donation Deed
Exhibit "E" – Application for Annexation
Exhibit "F" – Intentionally Omitted
Exhibit "G" – Closing Terms and Procedures
Exhibit "H" – Tim Floyd Parcel
Exhibit "I" – Adjacent Parcel
Exhibit "J" – January 2006 Parcel
Exhibit "J-1" – January 2006 Parcel Dedication Deed
Exhibit "K" – Municipal Services Plan
Exhibit "L" – PID Property Boundaries
Exhibit "M" – TIRZ Property

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

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 8th day of March, 2016.


THE CITY OF EL PASO


for Tomás González
City Manager

SIGNATURES ON THE FOLLOWING PAGE

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APPROVED AS TO FORM:



Karla M. Nielsen
Assistant City Attorney

APPROVED AS TO CONTENT:

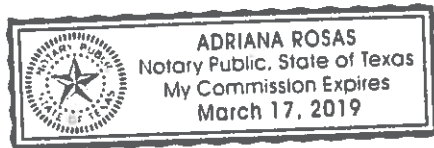



Larry F. Nichols, Director
Department of Planning & Inspections

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 16th day of March, 2016, by Tomás González as City Manager of the City of El Paso, Texas. Marc Sutter Chief Financial Officer





Notary Public, State of Texas
Adriana Rosas


SIGNATURES ON THE FOLLOWING PAGE

CITY CLERK DEPT.
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ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2016.

**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**



John Balliew
President/CEO

APPROVED AS TO FORM:




General Counsel

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 1st day of March, 2016, as President/CEO of the El Paso Water Utilities Public Service Board.





Notary Public, State of Texas
Lucy Calderon

SIGNATURES ON THE FOLLOWING PAGE

CITY CLERK DEPT.
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ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2016.

Owner:
Ranchos Real Land Holdings, LLC

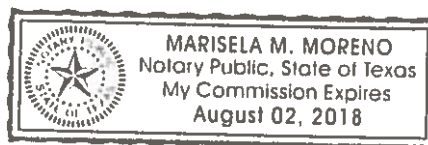
By: 
Name: Douglas A. Schwartz
Title: Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 1st day of March, 2016, by Douglas A. Schwartz as Manager of Ranchos Real Land Holdings, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas



CITY CLERK DEPT.
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ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2016.

Donor 1:

El Paso Desert East Investments II, Ltd.

By: El Paso Desert East Investments, Inc.

Its: General Partner

By: 

Name: Robert F. Foster

Title: President

The Mesa Group V, Ltd.

By: The Mesa Group, Inc.

It's: General Partner

By: 

Name: Douglas A. Schwartz

Title: President

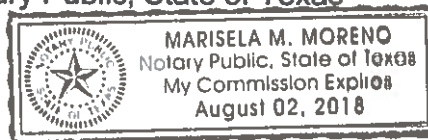
ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 1st day of March, 2016, by Robert F. Foster, as President of El Paso Desert East Investments, Inc., General Partner of El Paso Desert East Investments II, Ltd., a Texas limited partnership, on behalf of said limited partnership.

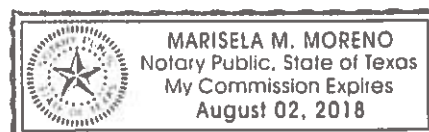

Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF EL PASO)



This instrument was acknowledged before me on the 1st day of March, 2016, by Douglas A. Schwartz, as President of The Mesa Group, Inc., General Partner of The Mesa Group V, Ltd., a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas



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ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2016.

Donor 2:

El Paso Desert East Investments VI, Ltd.

By: EPDEVI Management Company, Inc.

Its: General Partner

By: 

Name: Robert F. Foster

Title: President

The Mesa Group V, Ltd.

By: The Mesa Group, Inc.

It's: General Partner

By: 

Name: Douglas A. Schwartz

Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS)

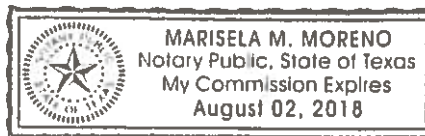
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 1st day of March, 2016, by Robert F. Foster, as President of EPDEVI Management Company, Inc., General Partner of El Paso Desert East Investments VI, Ltd., a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas

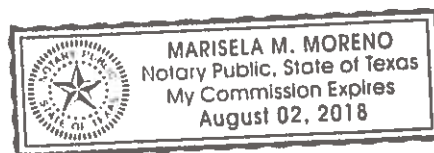
STATE OF TEXAS)

COUNTY OF EL PASO)



This instrument was acknowledged before me on the 1st day of March, 2016, by Douglas A. Schwartz, as President of The Mesa Group, Inc., General Partner of The Mesa Group V, Ltd., a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas



CITY CLERK DEPT.
2016 MAR -1 PM 2:34

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2016.

Ranchos Real IV, Ltd.

By: Ranchos Real Developers, Inc.

It's: General Partner

By: 

Name: Douglas A. Schwartz

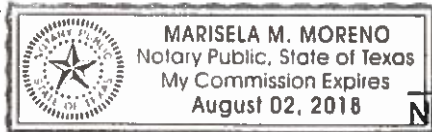
Title: Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the 1st day of March, 2016, by Douglas A. Schwartz, as Vice President of Ranchos Real Developers, Inc., General Partner of Ranchos Real IV, Ltd., a Texas limited partnership, on behalf of said limited partnership.





Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION OF PROPERTY



Prepared For: Southwest Land Development Services
October 13, 2015
(TDE III East Zaragoza Phase V Parcel 1 Annexation, Exhibit A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing nail found at the centerline intersection of John Hayes Street and Pebble Hills Blvd. from which an existing city monument at the centerline intersection of John Hayes St. and Lookout Point Dr. bears North 00°34'59" West a distance of 1086.63 feet; Thence South 57°21'27" East to a distance of 101.90 feet to a set ½" rebar with cap marked TX 5152 on the southerly right-of-way of Pebble Hills Blvd. as shown on the plat of Tierra Del Este Unit 69 recorded in clerks file no. 20130055399, Real Property Records of El Paso County, Texas for the "TRUE POINT OF BEGINNING".

Thence along said right-of-way line of Pebble Hills Blvd., North 89°58'35" East a distance of 149.03 to a set ½" rebar with cap marked TX 5152;

Thence continuing along said right-of-way line the following 3 calls:

- 1- 585.55 feet along the arc of a curve to the left which has a radius of 1258.00 feet a central angle of 26°40'09" a chord which bears North 76°38'30" East a distance of 580.28 feet to a set ½" rebar with cap marked TX 5152;
- 2- North 63°18'26" East a distance of 716.44 feet to a set ½" rebar with cap marked TX 5152;
- 3- 161.54 feet along the arc of a curve to the right which has a radius of 1200.00 feet a central angle of 07°42'46" a chord which bears North 67°09'49" East a distance of 161.41 feet to a point;

Thence leaving said right-of-way line South 18°58'48" East a distance of 11.00 feet to point on the southerly right of way line of Pebble Hills Blvd, as shown on plat of Tierra Del Este Pebble Hills Pond recorded in clerks file no. 20140068423, Real Property Records of El Paso County, Texas;

Thence along said right of way line, 393.23 feet along the arc of a curve to the right which has a radius of 1189.00 feet a central angle of 18°56'57" a chord which bears North 80°29'40" East a distance of 391.44 feet to a point;

Thence, North 89°58'09" East a distance of 586.99 feet to a point of curve;

Thence 39.03 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of 89°26'42" a chord which bears South 45°18'30" East a distance of 35.18 feet to a point;

Thence, South 00°35'09" East a distance of 37.18 feet to a point;

Thence, North 89°24'51" East a distance of 126.00 feet to a point;

Thence, North 00°35'09" West a distance of 35.47 feet to a point;

Thence 39.51 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $90^{\circ}33'18''$ a chord which bears North $44^{\circ}41'30''$ East a distance of 35.53 feet to a point;

Thence, North $89^{\circ}58'09''$ East a distance of 2493.58 feet to a point of curve;

Thence 39.03 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $89^{\circ}26'22''$ a chord which bears South $45^{\circ}18'40''$ East a distance of 35.18 feet to a point;

Thence, South $00^{\circ}35'30''$ East a distance of 28.25 feet to a point;

Thence, North $89^{\circ}24'30''$ East a distance of 50.00 feet to a point;

Thence, South $00^{\circ}35'30''$ East a distance of 5123.39 feet to a found 2" pinched pipe held for block corner;

Thence, South $89^{\circ}59'32''$ West a distance of 5231.38 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, North $00^{\circ}00'28''$ West a distance of 68.00 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, 39.02 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $89^{\circ}25'36''$ a chord which bears North $45^{\circ}17'40''$ West a distance of 35.18 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the easterly right-of-way line of John Hayes Street;

Thence along said right-of-way line, North $00^{\circ}34'52''$ West a distance of 4483.93 feet to a found $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence leaving said right-of-way line 39.51 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $90^{\circ}33'27''$ a chord which bears North $44^{\circ}41'51''$ East a distance of 35.53 feet to the "TRUE POINT OF BEGINNING" and containing 26,581,719 Square Feet or 610.23 acres of land more or less.

Note: Bearings based on plat of Tierra Del Este Unit Fifty Seven as recorded in Clerk's file no. 20090020163, Real property records or El Paso County, Texas.

Ron R. Conde
R.P.L.S. No 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286

Prepared For: Southwest Land Development Services
October 13, 2015
(TDE III East Zaragoza Phase V Tim Floyd Parcel 2 Annexation, Exhibit A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 18, Block 78, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing city monument at the centerline intersection of Holly Springs Avenue and Don Maynard Street from which an existing city monument at the centerline intersection of Holly Springs Avenue and Mike Price Drive bears South 89°58'09" West a distance of 810.80 feet; Thence South 80°53'47" East to a distance of 1923.12 feet to a found ½" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence, North 00°35'30" West a distance of 2000.57 feet to a point;

Thence, 45.18 feet along the arc of a curve to the right which has a radius of 31.00 feet a central angle of 83°30'03" a chord which bears North 41°09'32" East a distance of 41.28 feet to a point;

Thence, North 82°54'33" East a distance of 47.68 feet to a point;

Thence, North 10°03'44" West a distance of 75.27 feet to a point;

Thence, 47.04 feet along the arc of a curve to the right which has a radius of 40.00 feet a central angle of 67°22'31" a chord which bears North 66°22'28" West a distance of 44.37 feet to a point;

Thence, 22.13 feet along the arc of a curve to the left which has a radius of 85.00 feet a central angle of 14°55'07" a chord which bears North 40°08'47" West a distance of 22.07 feet to a point;

Thence, 20.51 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of 47°00'51" a chord which bears North 24°05'55" West a distance of 19.94 feet to a point;

Thence, North 00°35'30" West a distance of 2458.52 feet to a set ½" rebar with cap marked TX 5152;

Thence 225.14 feet along the arc of a curve to the left which has a radius of 750.00 feet a central angle of 17°11'58" a chord which bears South 09°11'28" East a distance of 224.29 feet to a set ½" rebar with cap marked TX 5152;

Thence 238.05 feet along the arc of a curve to the right which has a radius of 793.00 feet a central angle of 17°11'58" a chord which bears South 09°11'28" East a distance of 237.15 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 00°35'30" East a distance of 2032.91 feet to a set ½" rebar with cap marked TX 5152;

Thence, 19.23 feet along the arc of a curve to the left which has a radius of 20.00 feet a central angle of 55°05'33" a chord which bears South 28°08'16" East a distance of 18.50 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 06°46'41" East a distance of 85.20 feet to a set ½" rebar with cap marked TX 5152;

Thence, 29.15 feet along the arc of a curve to the left which has a radius of 20.00 feet a central angle of 83°30'03" a chord which bears South 41°09'32" West a distance of 26.64 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 00°35'30" East a distance of 2018.59 feet to a set ½" rebar with cap marked TX 5152;

Thence, 31.20 feet along the arc of a curve to the left which has a radius of 20.00 feet a central angle of 89°23'00" a chord which bears South 45°17'00" East a distance of 28.13 feet to a set nail;

Thence, South 00°01'30" West a distance of 50.00 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 89°58'30" West a distance of 18.33 feet to a set ¼" rebar with cap marked TX 5152;

Thence, North 00°01'30" East a distance of 50.00 feet to a point;

Thence, North 89°58'30" West a distance of 45.73 feet to a found ½" rebar with cap marked TX 5152;

Thence, 39.00 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of 89°23'00" a chord which bears North 45°17'00" West a distance of 35.16 feet to the "TRUE POINT OF BEGINNING" and containing 300,786 Square Feet or 6.905 acres of land more or less.

Note: Bearings based on plat of Tierra Del Este Unit Seventy Two as recorded in Clerk's file no. 20150010405, Real property records of El Paso County, Texas.



Ron R. Conde
R.P.L.S. No 5152



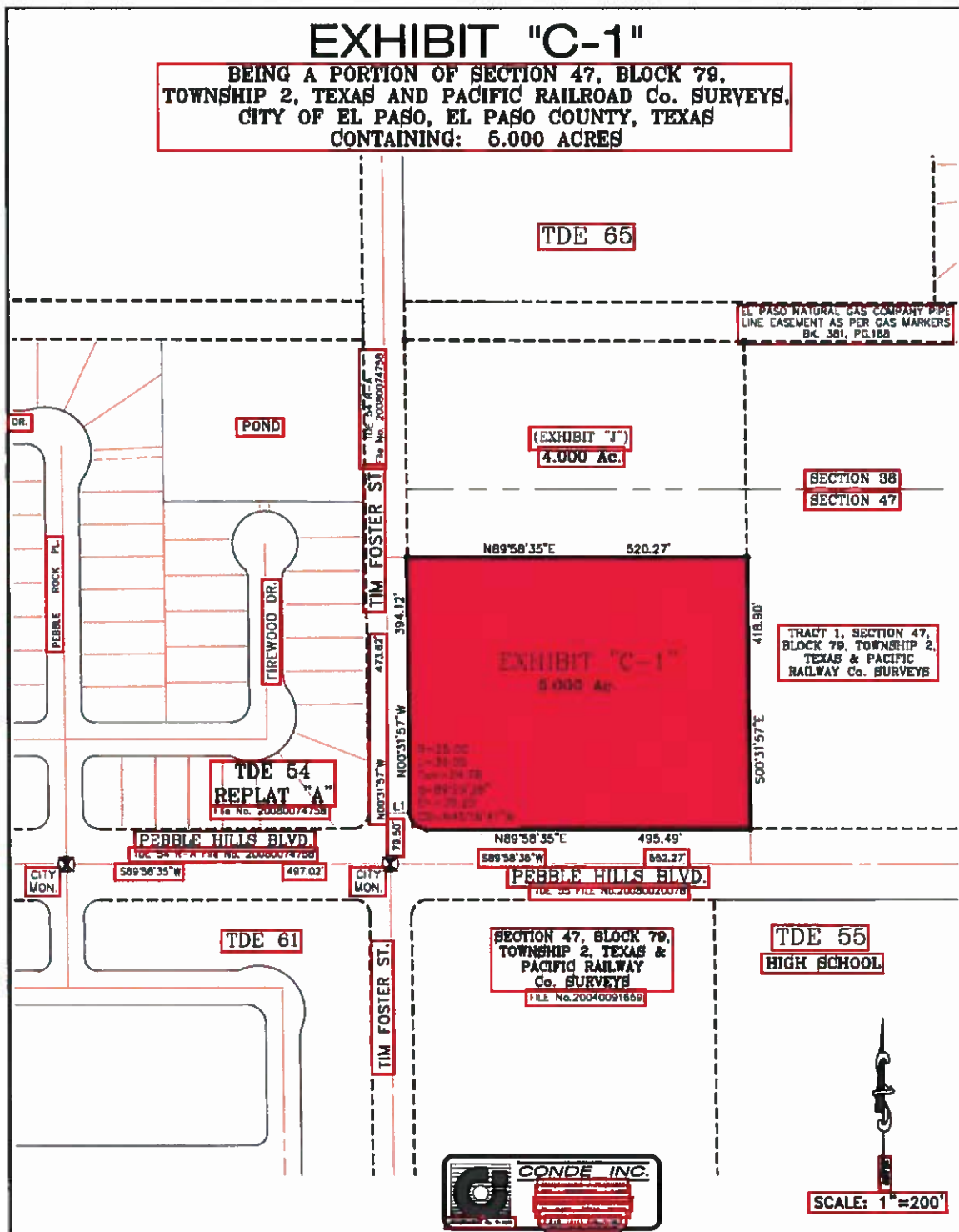
CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286

DEVELOPMENT PLAN



EXHIBIT "C-1"

Donation 1 Land Description



Prepared For: Southwest Land Development Services
August 12, 2015
(TDE III NE Corner Tim Foster & Pebble Hills Parcel -1)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Tract 1, Section 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing city monument found at the centerline intersection of Pebble Hills Blvd. and Tim Foster Street from which an existing city monument at the centerline intersection of Pebble Hills Blvd. and Pebble Rock Place bears South 89°58'35" West a distance of 497.02 feet; Thence along the centerline of Tim Foster Street, North 00°31'57" West to a distance of 79.50 feet to a point, Thence leaving said centerline, North 89°28'03" East a distance of 32.00 feet to a point in the easterly right-of-way line of Tim Foster Street for the "TRUE POINT OF BEGINNING".

Thence along said right-of-way line of Tim Foster Street, North 00°31'57" West a distance of 394.12 to a point;


Thence leaving said right-of-way line North 89°58'35" East a distance of 520.27 feet to a point;

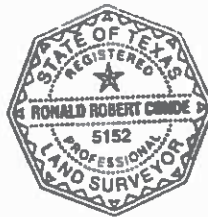
Thence, South 00°31'57" East a distance of 418.90 feet to a point in the northerly right-of-way line of Pebble Hills Blvd.;

Thence along said right-of-way line, South 89°58'35" West a distance of 495.49 feet to a point of curve;

Thence 39.05 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of 89°29'28" a chord which bears North 45°16'41" West a distance of 35.20 feet to the "TRUE POINT OF BEGINNING" and containing 217,800 Square Feet or 5.000 acres of land more or less.

Note: A drawing accompanies this description.


Ron R. Conde
R.P.L.S. No 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286

Prepared For: Southwest Land Development Services
August 12, 2015
(TDE III NE Corner Tim Foster & Pebble Hills Parcel -2)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Tract 6, Section 38, and a Portion of Tract 1, Section 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing city monument found at the centerline intersection of Pebble Hills Blvd. and Tim Foster Street from which an existing city monument at the centerline intersection of Pebble Hills Blvd. and Pebble Rock Place bears South 89°58'35" West a distance of 497.02 feet; Thence along the centerline of Tim Foster Street, North 00°31'57" West a distance of 473.62 feet to a point, thence leaving said centerline North 89°28'03" East a distance of 32.00 feet to a point in the easterly right-of-way line of Tim Foster Street for the "TRUE POINT OF BEGINNING".

Thence along said right-of-way line of Tim Foster Street, North 00°31'57" West a distance of 335.86 feet to a point;

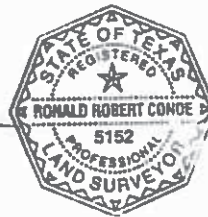
Thence leaving said right-of-way line South 89°48'59" East a distance of 520.29 feet to a point;

Thence, South 00°31'57" East a distance of 333.98 feet to a point;

Thence, South 89°58'35" West a distance of 520.27 feet to the "TRUE POINT OF BEGINNING" and containing 174,240 Square Feet or 4.000 acres of land more or less.

Note: Bearings based on plat of Tierra Del Este Unit Fifty Four Replat "A" as recorded in Clerk's file No. 20080074758, Real property records of El Paso County, Texas.


Ron R. Conde
R.P.L.S. No 5152



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ENGINEERING / LAND SURVEYING / PLANNING
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(915) 592-0283 FAX (915) 592-0286

EXHIBIT "A"

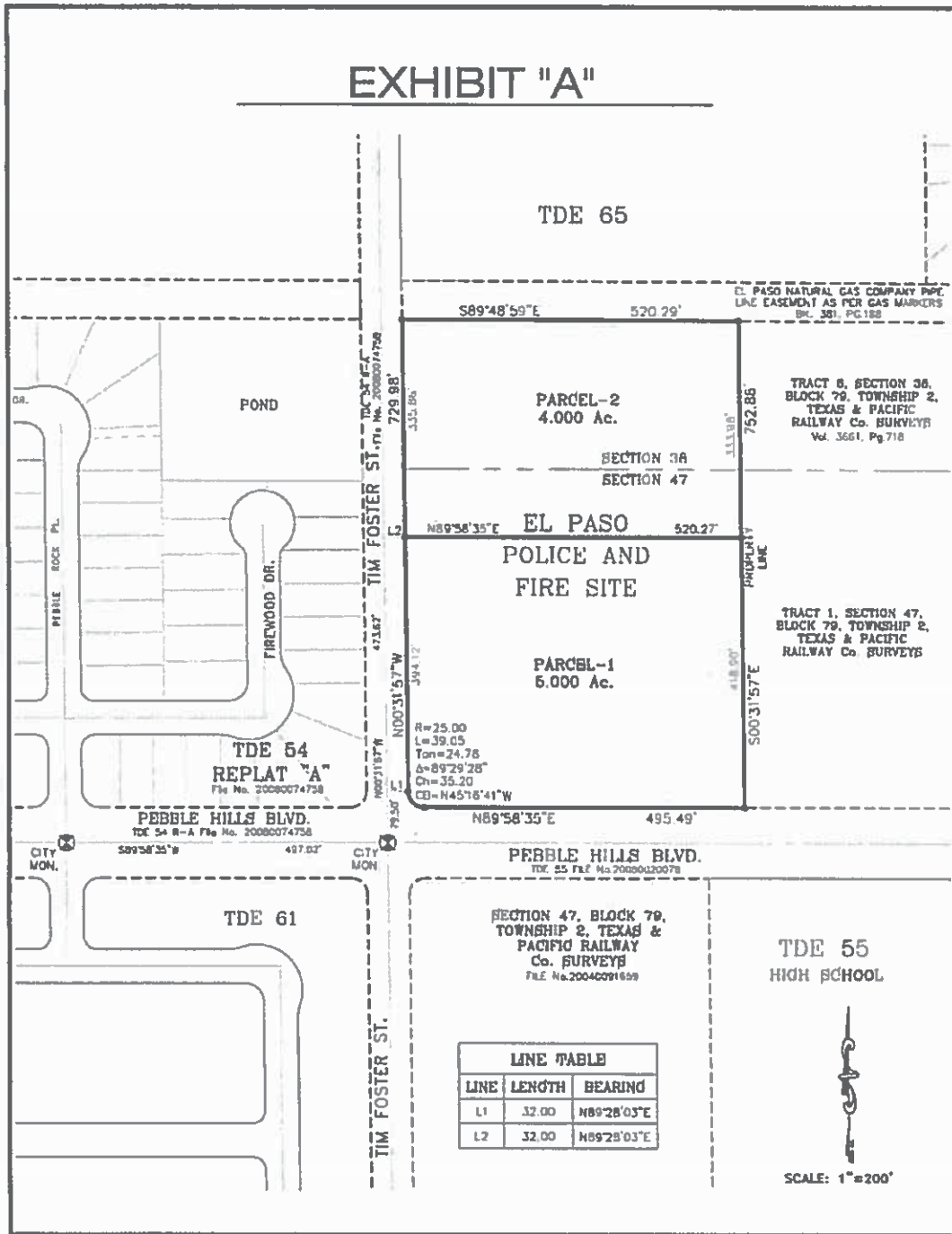
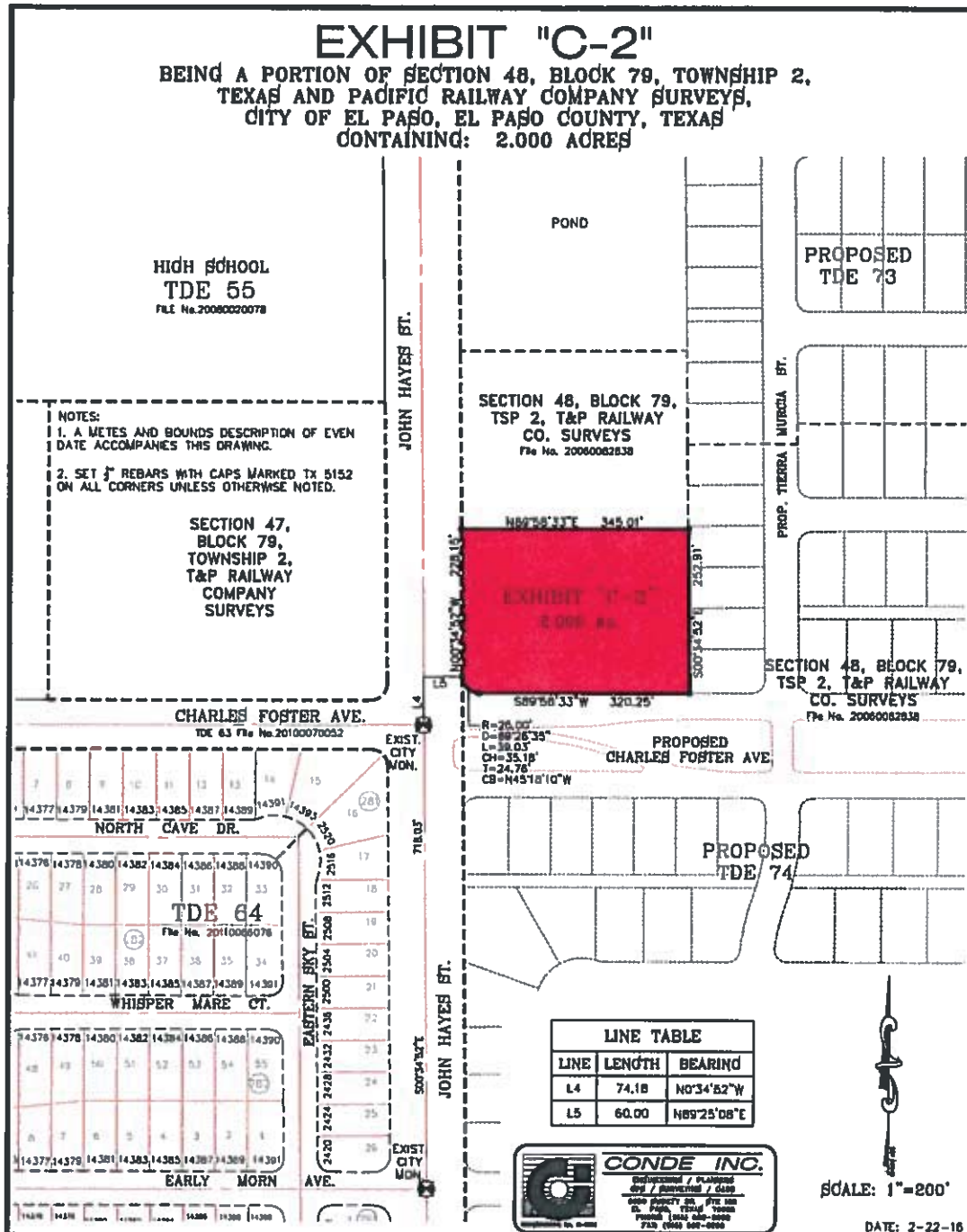


EXHIBIT "C-2"
Donation 2 Land Description



Prepared For: Southwest Land Development Services
February 22, 2016
(Exhibit C-2)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing city monument at the centerline intersection of Charles Foster Ave. and John Hayes Street from which an existing city monument at the centerline intersection of Early Morn Ave. and John Hayes Street bears, South $00^{\circ}34'52''$ East a distance of 718.03 feet; Thence along the centerline of John Hayes Street, North $00^{\circ}34'52''$ West to a distance of 74.18 feet to a point, Thence leaving said centerline, North $89^{\circ}25'08''$ East a distance of 60.00 feet to a found 1/2" rebar with cap marked TX 5152 point on the easterly right-of-way line of John Hayes Street for the "TRUE POINT OF BEGINNING".

Thence along said right-of-way line of John Hayes Street, North $00^{\circ}34'52''$ West a distance of 228.15 to a to a set 1/2" rebar with cap marked TX 5152;


Thence leaving said right-of-way line, North $89^{\circ}58'33''$ East a distance of 345.01 feet to a set 1/2" rebar with cap marked TX 5152;

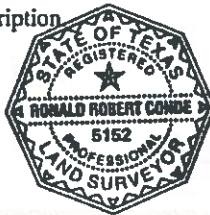
Thence, South $00^{\circ}34'52''$ East a distance of 252.91 feet to a set 1/2" rebar with cap marked TX 5152;

Thence, South $89^{\circ}58'33''$ West a distance of 320.25 feet to a found 1/2" rebar with cap marked TX 5152 for a point of curve;

Thence 39.03 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $89^{\circ}26'35''$ a chord which bears North $45^{\circ}18'10''$ West a distance of 35.18 feet to the "TRUE POINT OF BEGINNING" and containing 87,120 Square Feet or 2.000 acres of land more or less.

Note: A drawing of even date accompanies this description


Ron R. Conde
R.P.L.S. No 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286

EXHIBIT "D-1"

Donor 1 Donation Deed

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

DONATION DEED

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

KNOW ALL MEN BY THESE PRESENTS: That

_____, a Texas _____ ("Grantor"), does hereby give, dedicate, grant and convey unto the CITY OF EL PASO ("Grantee"), for use as public facilities, all that certain tract or parcel of real estate lying and being situated in the County of El Paso, State of Texas, to be used solely for the purposes set forth below and as described as follows:

A parcel of land containing 5.00 acres, more or less, being a portion of Section 47, Block 79, Township 2, Texas and Pacific Railroad Co. Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds attached hereto and made part hereof as Exhibit "A" (the "Property").

This conveyance is subject to the Permitted Exceptions listed in Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successor and assigns forever; and Grantor does hereby bind itself, its successors, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular and said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to

claim the same or any part thereof, by, through or under it, but not otherwise, except as to the reservations and exceptions referenced herein.

WITNESS my hand in El Paso, Texas on this _____ day of _____, 20____.

GRANTOR:

By: _____

Name: _____

Its: _____

STATE OF TEXAS }
 }
COUNTY OF EL PASO }

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____ by _____, _____ of _____, a Texas _____, on behalf of said _____.

NOTARY PUBLIC, STATE OF TEXAS

(Signatures Continued on Next Page)

ACCEPTED AND AGREED TO ON THIS THE _____ DAY OF _____, 20__.

GRANTEE:

CITY OF EL PASO

By: _____
Tomas Gonzalez, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Karla M. Nieman
Assistant City Attorney

Larry Nichols
Director of Development Services

STATE OF TEXAS }
 }
COUNTY OF EL PASO }

This instrument was acknowledged before me this _____ day of _____, 20____, by Tomas Gonzalez, City Manager of the City of El Paso, a municipality, on behalf of said municipality.

NOTARY PUBLIC, STATE OF TEXAS

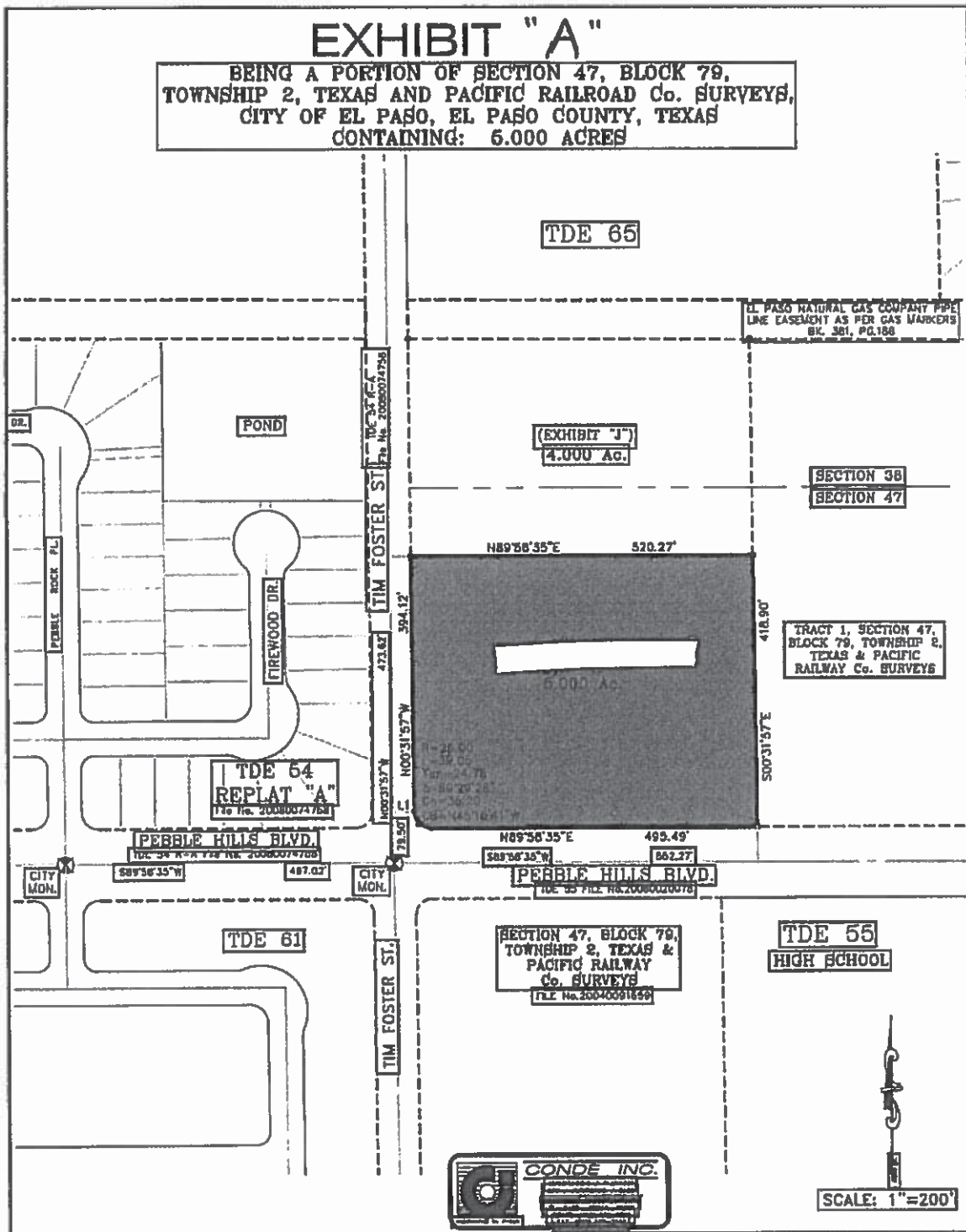


EXHIBIT “B”

EXCEPTIONS FROM COVERAGE

EXHIBIT "D-2"

Donor 2 Donation Deed

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

DRAFT 2/29/16

DONATION DEED

**THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }**

KNOW ALL MEN BY THESE PRESENTS: That
_____, a Texas _____ ("Grantor"), does
hereby give, dedicate, grant and convey unto the CITY OF EL PASO ("Grantee"), for use as
public facilities, all that certain tract or parcel of real estate lying and being situated in the County
of El Paso, State of Texas, described as follows:

A parcel of land containing 2.00 acres, more or less, being a portion of Section 48,
Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El
Paso, El Paso County, Texas, and being more particularly described by metes and
bounds attached hereto and made part hereof as Exhibit "A" (the "Property").

This conveyance is subject to the Permitted Exceptions listed in Exhibit "B"
attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular,
the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successor and
assigns forever; and Grantor does hereby bind itself, its successors, executors and administrators,
to WARRANT AND FOREVER DEFEND all and singular and said Property unto the said
Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to

claim the same or any part thereof, by, through or under it, but not otherwise, except as to the reservations and exceptions referenced herein.

WITNESS my hand in El Paso, Texas on this _____ day of _____, 20____.

GRANTOR:

By: _____

Name: _____

Its: _____

STATE OF TEXAS }

}

COUNTY OF EL PASO }

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____ by _____, _____ of _____, a Texas _____, on behalf of said _____.

NOTARY PUBLIC, STATE OF TEXAS

ACCEPTED AND AGREED TO ON THIS THE _____ DAY OF _____, 20____.

GRANTEE:

CITY OF EL PASO

By: _____
Tomas Gonzalez, City Manager

(Signatures to continue on the following page)

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Karla M. Nieman
Assistant City Attorney

Larry Nichols
Director of Development Services

STATE OF TEXAS }
 }
COUNTY OF EL PASO }

This instrument was acknowledged before me this _____ day of _____,
20____, by Tomas Gonzalez, City Manager of the City of El Paso, a municipality, on behalf of
said municipality.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "E"
Application for Annexation



**APPLICATION FOR ANNEXATION
PLANNING & ECONOMIC DEVELOPMENT
PLANNING DIVISION**

**City of El Paso, Texas
2 Civic Center Plaza
El Paso, TX 79901-1196
915-541-4024**

1. CONTACT INFORMATION

PROPERTY OWNER(S): _____
ADDRESS: _____ ZIP CODE: _____ PHONE: _____
APPLICANT(S): _____
ADDRESS: _____ ZIP CODE: _____ PHONE: _____
REPRESENTATIVE(S): _____
ADDRESS: _____ ZIP CODE: _____ PHONE: _____
E-MAIL ADDRESS: _____ FAX: _____

2. PARCEL ONE INFORMATION

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

3. PARCEL TWO INFORMATION

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

4. PARCEL THREE INFORMATION

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

5. ADDITIONAL INFORMATION

OWNER(S) OF RECORD FOR THE ABOVE DESCRIBED PARCEL(S):

Printed Name: _____ Signature: _____
Printed Name: _____ Signature: _____
Printed Name: _____ Signature: _____

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

"OFFICE USE ONLY"

Case# _____ RECEIVED DATE: ____/____/____ APPLICATION FEE: \$ _____
DCC REVIEW DATE: ____/____/____ (9:00 am, Conference Room, 2nd Floor, City Hall Building)
CPC REVIEW DATE: ____/____/____ (1:30 pm, City Council Chambers, 2nd Floor, City Hall Building)
ACCEPTED BY: _____

Revised 4/12/11

1

REQUIRED DOCUMENTATION FOR ANNEXATION APPLICATION

- ☐ **PRE-APPLICATION MEETING**— A Pre-application meeting with Planning staff is required prior to submittal of an annexation application.
- ☐ **APPLICATION FOR ANNEXATION** - Each item on this application shall be completed and all documentation required on this form shall be submitted before this application is accepted for processing. Submittal of an application does not constitute acceptance for processing until the Department reviews the application for accuracy and completeness.
- ☐ **LOCATION MAP** - Property proposed for annexation must be accurately outlined in red ink.
- ☐ **GENERALIZED PLOT PLANS** - Eight (8) copies of a generalized plot plan, including one (1) 8½" x 11" copy, are required with the following information:
 - a. General features or concept of development;
 - b. Lot lines with dimensions of the areas;
 - c. Legal description of the property;
 - d. Location of streets, and ingress and egress to the property;
 - e. Stamp or seal of a professional engineer, registered architect or registered land surveyor who prepared the plans.
- ☐ **METES AND BOUNDS DESCRIPTION** - One (1) copy of a written, sealed metes and bounds description is required for the property proposed for annexation. The metes and bounds description shall contain the stamp or seal of a registered land surveyor, and shall be dated within one year of the application submittal date.
- ☐ **SURVEY MAP** - The metes and bounds description shall be accompanied by (11) copies of a survey map that shall contain the legal description, the stamp or seal of a registered land surveyor, and shall be dated within one year of the application submittal date. If there are existing structures on the subject property, they will be described accurately on the survey map.
- ☐ **PROOF OF OWNERSHIP** - One (1) copy of a certificate from a title company, warranty deed, or other legal document demonstrating that the individual(s) or corporation making the application for annexation is the current property owner.
- ☐ **CASHIER'S VALIDATION** - Upon review and acceptance of the application by the Department, the required fee shall be paid at the Cashier, 5th Floor, City Hall Building. After validation of the payment, the application form shall be returned to the Development Services Department - Planning Division. Fees are nonrefundable. In addition to the application fees listed below, the City of El Paso will subsequently bill the applicant for public notice mailing and newspaper publication costs.

Annexation Application Fee: \$609.00

EXHIBIT "F"
Intentionally Omitted

EXHIBIT "G"

Closing Terms and Procedures

Pursuant to the Development Agreement, the Owner will cause Donors 1 and 2 to execute and deliver to the City the Donation Deeds for the Donation 1 Parcel and Donation 2 Parcel and will cause Ranchos IV to execute and deliver the Dedication Deed to the City (collectively the "Parcels") on the terms contained herein. All initial capitalized terms used in this document are intended to have the same meaning as such capitalized terms used in the Development Agreement.

In order to effectuate the transfers, the Owner and City agree to the following:

1. **Closing Date.** The "Closing" or "Closing Date" will be within thirty (30) days after the last of the following to occur: adoption of the ordinance annexing the Property ("Annexation Approval Date"), adoption of the ordinance rezoning the Property and adoption of the ordinance amending the Master Thoroughfare Plan. The Closing of this transaction shall take place at a time to be appointed by the parties at the offices of Lone Star Title Company, 6701 N. Mesa, El Paso, Texas 79912, Attn: John Martin (the "Title Company") on the Closing Date, or such date as may be agreed by the parties. If the Closing Date falls on a Saturday, Sunday or legal holiday, the Closing shall take place on the next Business Day thereafter.

2. **Title Commitments.**

A. Owner has heretofore delivered to City a Commitment for Title Insurance T-7 issued by Title Company as agent for Alliant National Title Insurance effective August 24, 2015, together with copies of all instruments that create or evidence title exceptions contained therein, GF No. 15102938, pertaining to Donation 1 Parcel and the January 2006 Parcel. City acknowledges and agrees that the exceptions contained in Schedule B, Paragraph 10, are and shall be deemed Permitted Exceptions (the "Donation 1/January 2006 Permitted Exceptions").

B. City acknowledges receipt of a Commitment for Title Insurance T-7 issued by Title Company as agent for Commonwealth Land Title Insurance Company effective February 16, 2016 together with copies of all instruments that create or evidence the title exceptions contained therein, GF No. 16100642, pertaining to the Donation 2 Parcel. City acknowledges and agrees that the exceptions contained in Schedule B, Paragraph 10, are and shall be deemed Permitted Exceptions (the "Donation 2 Permitted Exceptions").

C. Following the Annexation Approval Date, the City may obtain updated title commitments for the Parcels from the Title Company, copies of which will be provided to the Owner (collectively the "Updated Commitments"). In the event that the Updated Commitments contain any exception to title not reflected in the title commitments described in paragraphs A and B above and not arising from the acts or omissions of the City, and if such exception is unacceptable to the City, City shall provide written notice to Owner and Owner shall, within ninety (90) days following receipt of City's Notice Letter (the "Cure Period"), at its option, attempt to cure such objectionable item within the Cure Period by causing the exception to be released of record, causing Title Company to provide express insurance covering the exception or Owner will bond around such exception in such manner as shall enable the Title Company to delete the exception.

In the event that the Cure Period extends beyond the scheduled Closing Date, the Closing Date shall be extended until the exception has been removed or insured over, or expiration of the Cure Period, whichever occurs first.

3. **Title Policies.** At the Closing, or as soon thereafter as the Title Company can issue the same, Owner shall cause the Title Company, at City's sole cost and expense, to issue standard T-1 form Owner's Policy of Title Insurance (the "**Title Policies**"). The Title Policies shall insure that City has good and indefeasible fee simple title to the respective Parcels, subject only to the Permitted Exceptions. The Title Policies shall contain no exceptions other than Permitted Exceptions and shall provide that:

- (a) The survey exception may be amended, at City's expense, to except only "shortages in area";
- (b) The exception for rights of parties in possession shall be deleted;
- (c) The tax exception shall be limited to taxes for the year of Closing and subsequent years not yet due and payable; and
- (d) Unless waived by City, all exceptions, conditions, or requirements described in Schedule C of the Title Commitments shall be released and satisfied prior to or at Closing and such items and requirements shall not be exceptions in the Owner Title Policies.

4. **Survey.** The Owner has delivered to City a certified copy of the metes and bounds boundaries and improvements surveys of each of the Parcels (the "**Surveys**") as attached hereto as Exhibits "C-1 and 2," and "D-1 and 2". At its option, the City may obtain an update of any existing surveys or obtain new surveys at City's cost.

5. **Appraisal.** The value of the Parcels has not been determined. Owner does not want an appraisal of the Parcels to be conducted, and Owner releases the City from any obligation to appraise the Parcels. At Closing, City shall execute and deliver IRS Form 8285 with respect to the Parcels.

6. **Representations at Closing.** Each of the Donors and Ranchos IV with respect to its respective Parcel represents to City as follows:

- (a) It has the full right, power, and authority to convey to City its Parcel and has taken all requisite action necessary to authorize the execution of their respective Deeds;
- (b) To its knowledge, there are no adverse or other parties in possession of its Parcel or who have any leasehold rights in its Parcel;
- (c) It shall remove all of its inventory, goods, supplies, furniture or any other personal property (if any) located or stored on the its Parcel;
- (d) To its knowledge, there is no litigation pending or, to its current actual knowledge, threatened, affecting its Parcel; and it has no knowledge of, and has received no written notice from, any governmental authority requiring any work, repairs, construction, alterations or installations on or in connection with its Parcel, or

asserting any violation of any federal, state or municipal laws, ordinances, codes, orders, regulations or requirements affecting any portion of its Parcel, including, without limitation, the Americans with Disabilities Act and any applicable environmental laws or regulations;

- (e) It has not received written notice of any pending condemnation action with respect to all or any portion of its Parcel and to its knowledge, it has not received any such notice and there are no existing condemnation or other legal proceedings affecting the existing use of its Parcels by any governmental authority having jurisdiction over or affecting all or any part of its Parcel;
- (f) It has or will have on or before the Closing Date, good and indefeasible title to its Parcel free and clear of any claim, lien, or encumbrance, specifically including any claims for mechanics liens, subject only to the Permitted Exceptions;
- (g) It has no notice that the current use of its Parcel does not comply with all currently applicable zoning ordinances and governmental requirements;
- (h) There will be no unpaid bills or claims in connection with any repair of the improvements or other work performed or material purchased in connection with the Improvements;
- (i) No one will have the right to occupy its Parcel after the Closing Date and that it will terminate any service contract for maintenance, security, disposal, or fire suppression with respect to its Parcel will survive the Closing;
- (j) It is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act or the Tax Reform Act of 1986, and City is not obligated to withhold any portion of the Purchase Price for the benefit of the Internal Revenue Service;
- (k) To its knowledge its Parcel is not in violation of any applicable law, now, nor has it at any time during its Ownership thereof been, used for the manufacture, processing, distribution, use, treatment, storage, disposal, placement, transport or handling of toxic materials, hazardous wastes or hazardous substances (as those terms are defined in the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901 et seq.) or the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); oils, petroleum-derived compounds; or pesticides (the **Hazardous Materials**). In addition, to its knowledge, no (i) underground storage tanks, (ii) asbestos (either commercially processed or excavated raw materials), (iii) electrical transformers, fluorescent light fixtures with ballast, or other items or equipment containing polychlorinated biphenyls, or (iv) other Hazardous Materials are present on its Parcel in violation of any applicable law. It has not received any written notice from any neighboring property it indicating they have any concerns about existing environmental conditions which could affect its Parcel or indicating in any way they might hold it liable for any contribution to clean up and remediate such condition;

- (l) No party (other than City) has any right or option to acquire all or any part of its Parcel, whether subject to earnest money contract, option agreement, right of first refusal, reversionary or future interests, or right of reverter;
- (m) It will not, without City's prior written consent, enter into any agreement or contract that is binding on its Parcel;
- (n) It will pay or cause to be paid any taxes and assessments levied or assessed against its Parcel, as and when due; and
- (o) It will advise City promptly of any litigation, arbitration or administrative hearing concerning or affecting its Parcel over which it has actual knowledge.

7. **Agreements of Owner.** Owner covenants and agrees with City that within 10 Business Days following the Annexation Approval Date, Owner shall deliver to City a copy of current real estate and personal property tax bills or other documentation showing the amount of current real property taxes and the assessed value of the land and improvements with respect to the Parcels.

8. **City's Representations.** City hereby represents and warrants to Owner as of the Closing Date that once the Development Agreement is approved by City Council and signed by the City Manager, City has the full right, power, and authority to accept the Parcels from Owner.

9. **Survival Beyond Closing.** The representations, warranties, undertakings and agreements of City contained herein survive the Closing and are not merged therein.

10. **Closing Documents.** At Closing, each Donor and Ranchos IV will (a) execute and deliver its respective Donation Deeds and Ranchos IV will execute and deliver the Dedication Deed; (b) an affidavit, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder, stating under penalty of perjury the Owner's United States identification number and that it is not a "foreign person" as that term is defined in Section 1445, duly executed and acknowledged by it; (c) an affidavit stating that there are no unrecorded agreements and no rights of parties in possession; and (d) any other items reasonably requested by the Title Company as administrative requirements for consummating the Closing.

At the Closing, City shall deliver or cause to be delivered to Owner or the Title Company, (a) appropriate evidence of authorization reasonably satisfactory to Owner and the Title Company for the consummation of the transaction contemplated by this Contract; and (b) any other items reasonably requested by the Title Company as administrative requirements for consummating the Closing.

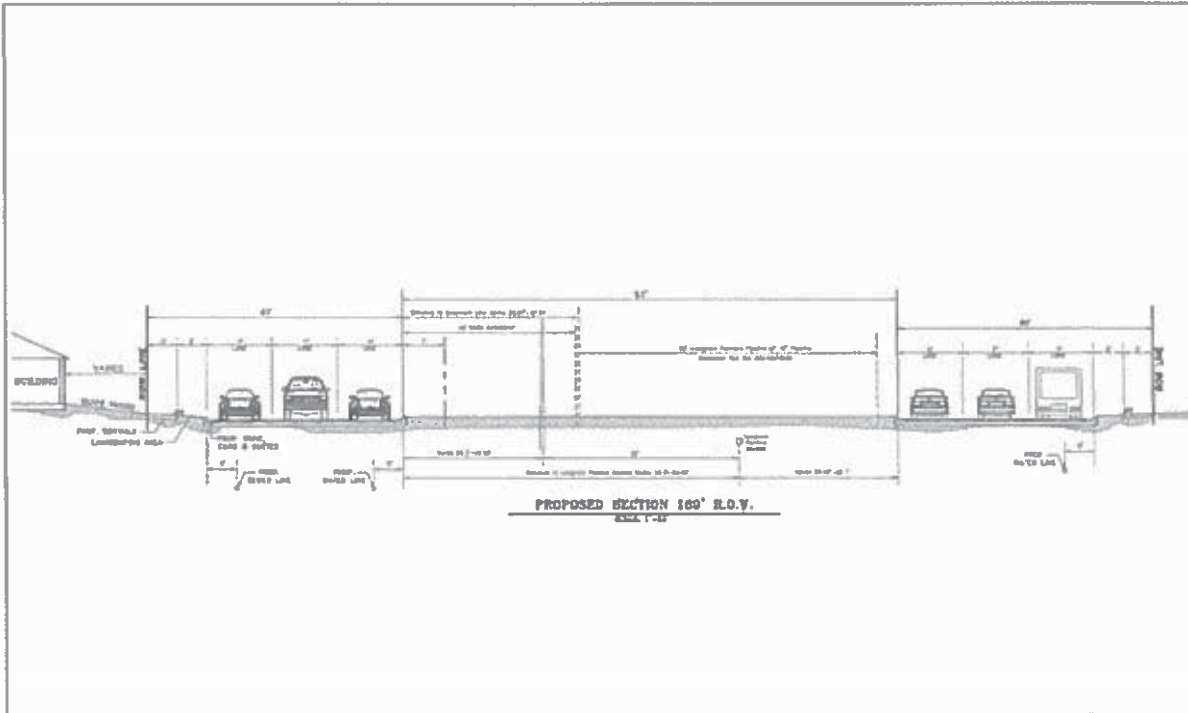
11. **Closing Costs.** Each party is responsible for paying the legal fees of its counsel in negotiating, preparing, and closing the transaction contemplated by this Contract. The Owner shall pay the cost of the initial surveys (as described in Section 4 herein) and any fee (if any) due to a broker relating to the Parcels. The City shall pay the premiums for the Title Policies and all endorsements requested by City; the cost of the updated or revised surveys (as described in Section 4 herein); its own engineering inspections as well as for the charges attributable to recording the Deed and the Title Company escrow fees and any other closing costs not payable by the Owner as set forth herein. City will deliver cash or immediately available funds equal to the title policy premiums, and all closing costs associated with such the Closing for the Parcels.

12. **Prorations.** General real estate taxes for the then current year relating to the Parcels shall be prorated as of midnight preceding the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the land and improvements. Within 30 days after the actual taxes for the year in which the Closing occurs are determined, Donors, Ranchos IV and City shall adjust the proration of such taxes and Donors, Ranchos IV and City, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deeds delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by the Donors or Ranchos IV, as applicable. In the event the Closing does not occur and fund as of 12:00 noon, local time, on the Closing Date, all prorations shall extend to the midnight of the following day.

13. **Possession.** Possession of the Parcels shall be delivered to City at the Closing subject to the rights of any approved third parties under the Permitted Exceptions.

EXHIBIT "H"

Tim Floyd Parcel



1.2/20/2020 (2020/10/27) 10:17 AM TIM FLOYD (44-136) SECTION 100' R.O.V. 10' SETBACK

EXHIBIT "I"

Adjacent Parcel

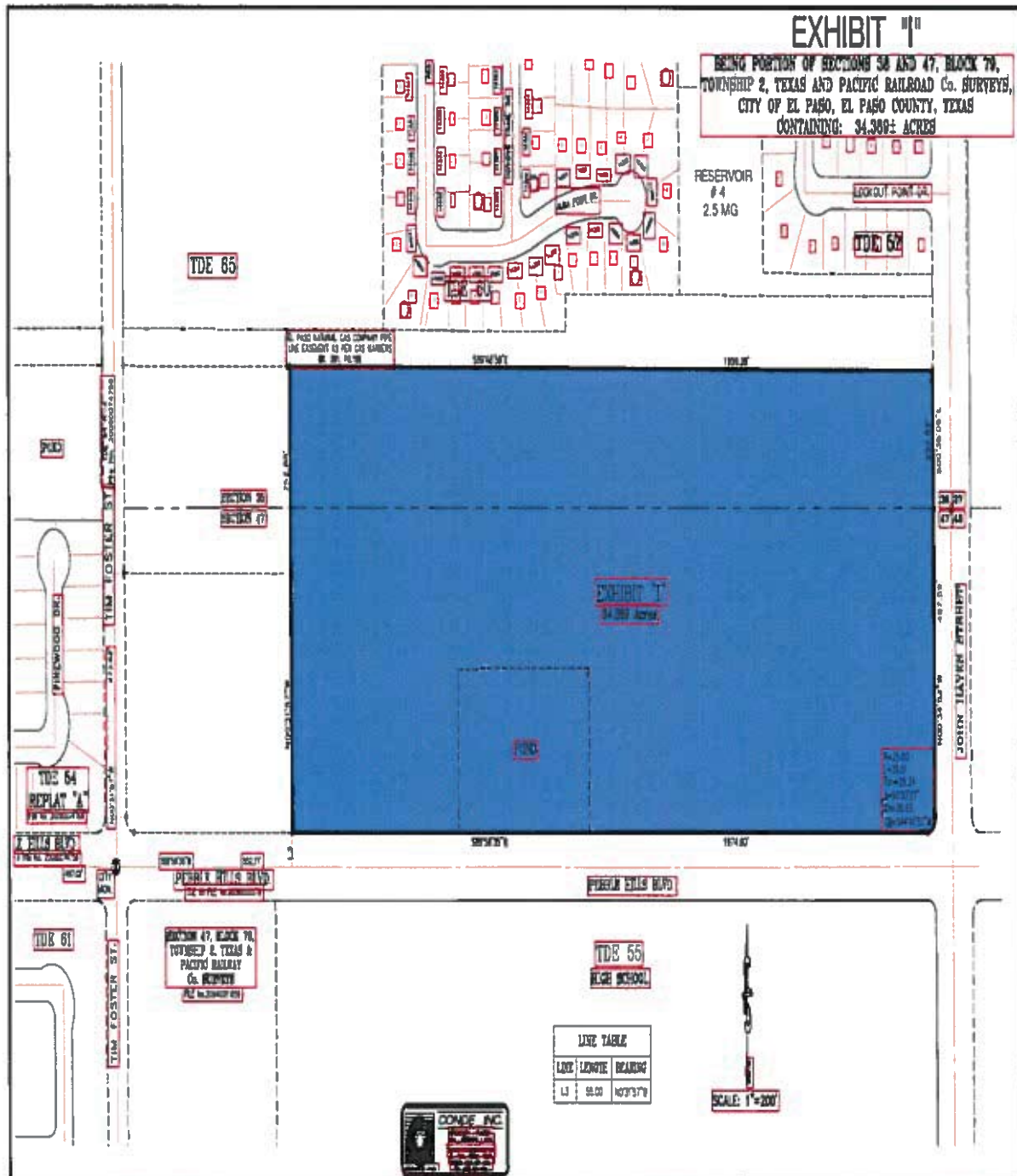


EXHIBIT "J"

January 2006 Parcel

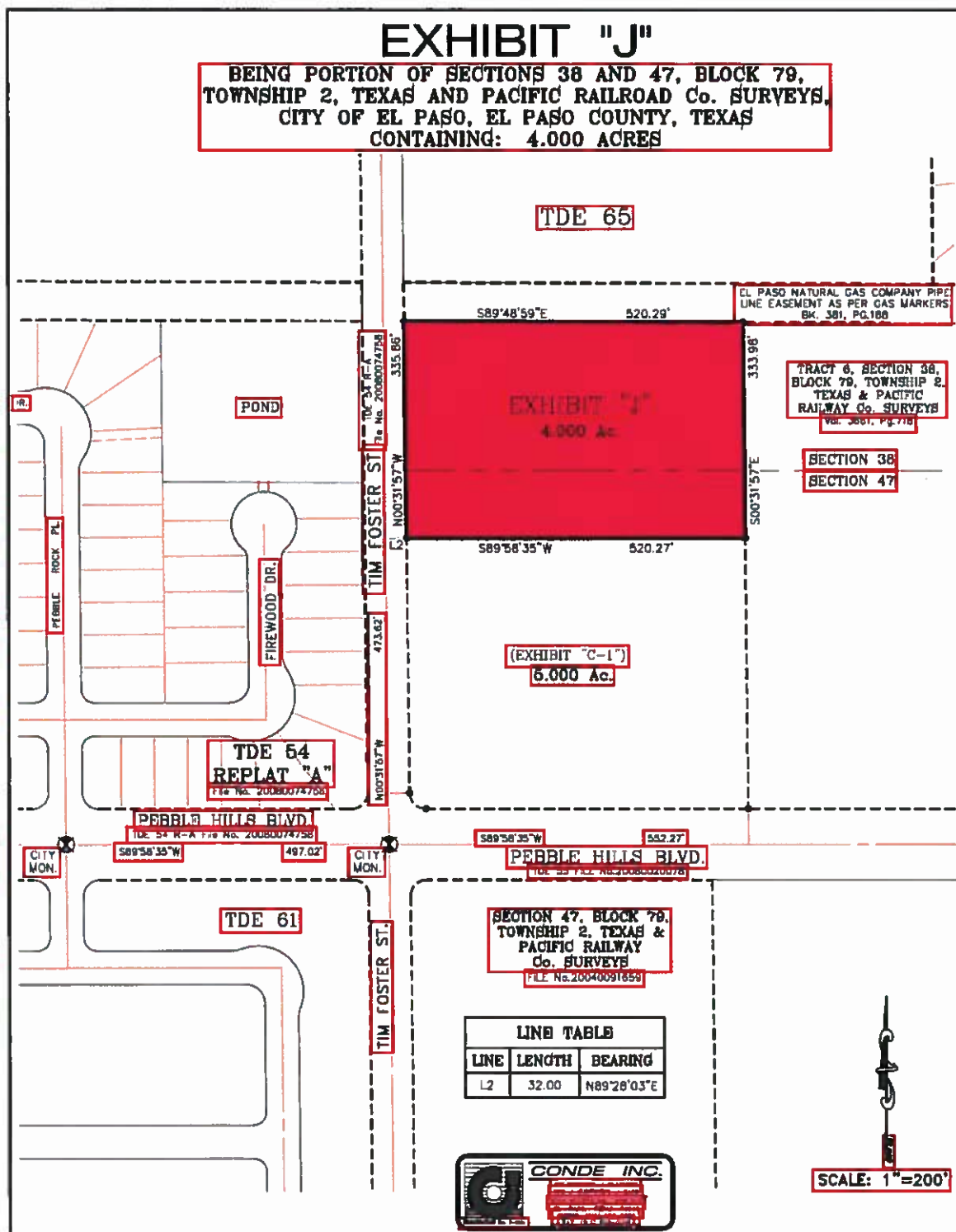


EXHIBIT "J-1"

January 2006 Parcel Dedication Deed

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

THE STATE OF TEXAS	}	
	}	
COUNTY OF EL PASO	}	DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS: That **RANCHOS REAL IV, LTD.,** a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration by which is hereby acknowledged, does hereby dedicate, grant and convey unto the **CITY OF EL PASO** ("Grantee"), all that certain tract or parcel of real estate lying and being situated in the County of El Paso, State of Texas, to be used for public purpose such as municipal offices, storage, police, fire and EMS protection, or other municipal operations, and described as follows:

A parcel of land containing 4.00 acres, more or less, being a portion of Sections 38 and 47, Block 79, Township 2, Texas and Pacific Railroad Co. Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds attached hereto and made part hereof as Exhibit "A".

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successor and assigns forever; and Grantor does hereby bind itself, its successors, executors and administrators, to **WARRANT AND FOREVER DEFEND** all and singular and said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

IT IS FURTHER UNDERSTOOD AND AGREED that this property is conveyed for public purposes.

WITNESS my hand in El Paso, Texas on this _____ day of _____, 20_____.

GRANTOR:

RANCHOS REAL IV, LTD.,
a Texas limited partnership

By: Ranchos Real Developers, Inc.,
a Texas corporation, its General Partner

By: _____
Douglas A. Schwartz, Vice President

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

The foregoing instrument was acknowledged before me on this _____ day of _____, 20_____ by Douglas A. Schwartz, Vice President of Ranchos Real Developers, Inc., a Texas corporation, in its capacity as general partner of RANCHOS REAL IV, LTD., a Texas limited liability company, on behalf of said company.

NOTARY PUBLIC, STATE OF TEXAS

(Signatures Continued on Next Page)

ACCEPTED AND AGREED TO ON THIS THE _____ DAY OF _____, 20____.

GRANTEE:

CITY OF EL PASO

By: _____
Tomas Gonzalez, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Karla M. Nieman
Assistant City Attorney

Larry Nichols
Director of Development Services

STATE OF TEXAS }
 }
COUNTY OF EL PASO }

This instrument was acknowledged before me this _____ day of _____, 20____, by Tomas Gonzalez, City Manager of the City of El Paso, a municipality, on behalf of said municipality.

NOTARY PUBLIC, STATE OF TEXAS

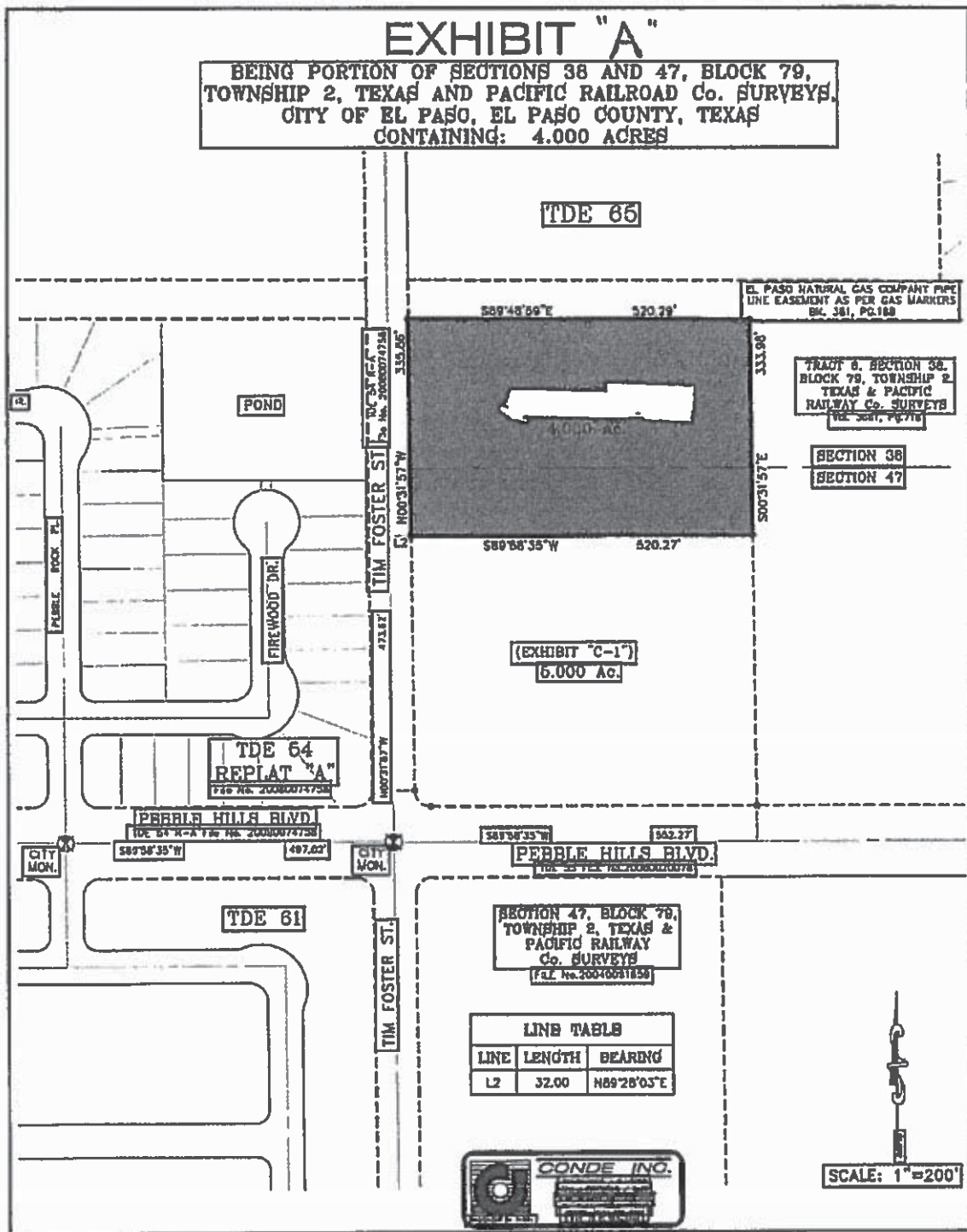


EXHIBIT “K”

CITY OF EL PASO ANNEXATION SERVICE PLAN

INTRODUCTION

This Service Plan (Plan) is made by the City of El Paso, Texas (City) pursuant to Chapter 43 Municipal Annexation of the Texas Local Government Code. This Plan is made specifically for 617.14 acres of property located in the City's East Extraterritorial Jurisdiction (ETJ), being a portion of Section 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and a Portion of Section 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas. The area is more specifically described by metes and bounds in Exhibit “A” and the survey Exhibit “B”, which are attached to the annexation ordinance of which this Plan is a part.

EFFECTIVE TERM

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

INTENT

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

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

SERVICE COMPONENTS

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

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

1. Immediate Services Program

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

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

- normal patrols and responses;

- handling of complaints and incident reports;
 - special units, such as, traffic enforcement, criminal investigations, narcotics, gang suppressions, and special weapons and tactics team.
- b. Fire Protection. The El Paso Fire Department will provide emergency medical services and fire protection services in the annexation area, on the effective date of annexation. These services include:
- fire suppression and rescue;
 - emergency medical services;
 - hazardous materials mitigation and regulation;
 - emergency prevention and public education efforts;
 - construction plan review;
 - inspections.
- c. Solid Waste Collection. The Environment Services Department will provide solid waste collection services in the annexation area on the effective date of annexation. Services currently provided in the City for single-family residences include:
- dead animal collection - dead animals are removed from roadways upon request;
 - Residential garbage collection;
 - Residential recycling collection.
- Commercial garbage collection service for businesses, multi-family residences, and mobile home parks is available on a subscription basis from the City or private service providers
- d. Maintenance of Water and Wastewater Facilities. The City's Public Service Board/El Paso Water Utilities (EPWU) will maintain water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility and as governed by their Rules and Regulations. The subject property is located within the City of El Paso Eastside Impact Fee Service area.
- e. Maintenance of Roads and Streets, Including Street Lighting. The City of El Paso will maintain public streets over which the City has jurisdiction. These services include:
- emergency pavement repair;
 - ice and snow monitoring of major thoroughfares
 - maintenance of public streets on as-needed basis and in accordance with established policies of the City.
- f. Maintenance of Parks, Playgrounds, and Swimming Pools. The City Parks and Recreation Department will provide maintenance to public recreation facilities as they become available.

2. Additional Services

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

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

- emergency spills and pollution complaints response related to storm drainage systems;

The following services will be provided by the Planning & Inspections' Land Development Division:

- watershed development review and inspection;
 - flood plain office (information relating to flood plains).
- Public Library Department. All library services now provided to areas inside the City will be provided to the annexed area on the effective date of annexation in accordance with the City's existing policies and regulations.
 - Inspection Services. The City of El Paso will provide inspection services including building, electrical, plumbing, gas, engineering, housing and environmental. These inspections services will be provided as necessary to the annexation area.
 - Department of Public Health. All of the Public Health services codes and regulations will be extended to the annexed area on the effective date of annexation
 - Planning and Zoning. All land annexed shall be classified in the R-F zoning district, unless the applicant submits a rezoning application which will be subject to a public hearing by the City Plan Commission on the appropriate zoning classification and action by the City Council.
 - Other Services. The City will provide all other services not specifically listed above, in the annexed area according to established City policies and procedures.

3. Capital Improvements Program

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

- Police Protection. No capital improvements are necessary at this time to provide Police services, but may be necessary in the future.
- Fire Protection. No capital improvements are necessary at this time to provide Fire services but may be necessary in the future. Fire Department coverage areas for the city are based on ISO standards that require a Fire Station to be a Mile and a Half (driving distance) from every facility and two and a half miles from a fire station with aerial capabilities.
- Solid Waste Collection. No capital improvements are necessary at this time to provide collection services but may be necessary in the future.
- Water and Wastewater Facilities. Water and wastewater service will be provided in accordance with the El Paso Water Utility's Rules and Regulations. Capital improvements will be initiated pursuant to the facilities plan for the annexed area. Water and Wastewater services to new subdivisions will be provided according to the standard policies and procedures of the El Paso Water Utilities, which may require the developer of a new subdivision to install water and wastewater utility lines. The extension of water and sewer service will be provided in accordance with the adopted Rules and Regulations of the El Paso Water Utilities.

- e. Roads and Streets. No capital improvements are necessary at this time. All streets and rights of way shall be dedicated and improved by the property owner in accordance with the Development Agreement. In general, the City will acquire control and jurisdiction of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures.
- f. Parks, Playgrounds and Swimming Pools. No capital improvements are necessary at this time to provide services but may be necessary in the future.
- g. Drainage Facilities. No capital improvements are necessary to at this time to provide services but may be necessary in the future.
- h. Street Lighting. It is anticipated that the developer of new subdivisions in the area will install public street lighting in accordance with the City's standard policies and procedures, except as stipulated in the Development Agreement. In other cases, the City will install public street lighting in the annexation area upon request in accordance with established street lighting policies of the City.
- i. Other Publicly Owned Facilities, Building or Services: In general, other City functions and services, and the additional services described above can be provided for the annexation area by using existing capital improvements.
- j. Capital Improvement Planning. The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services in accordance with established policies of the City.

AMENDMENT: GOVERNING LAW

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

FORCE MAJEURE

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

CONFLICT

In the event of any conflict or inconsistency between the terms of this Annexation Service Plan and the Development Agreement, the terms of the Development Agreement shall control.

EXHIBIT "L"

PID Property

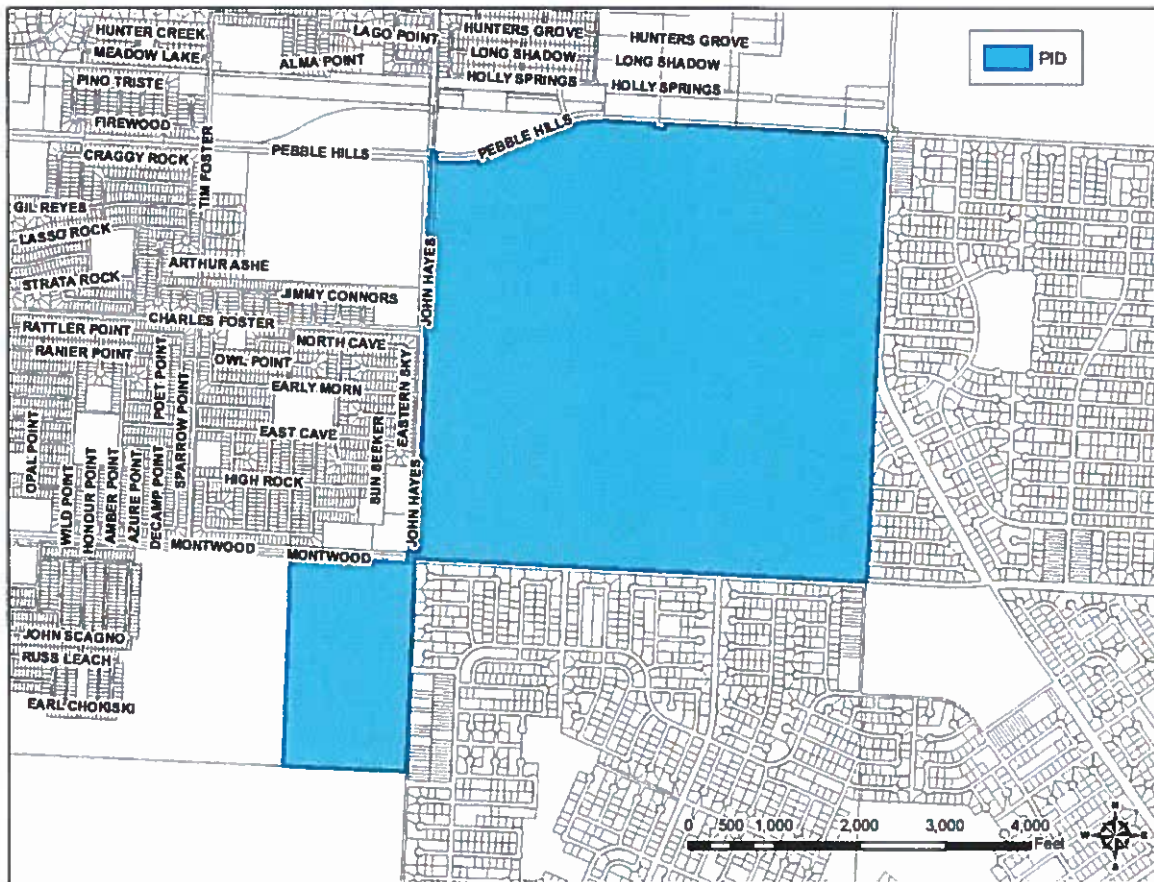


EXHIBIT "M"

TIRZ Property

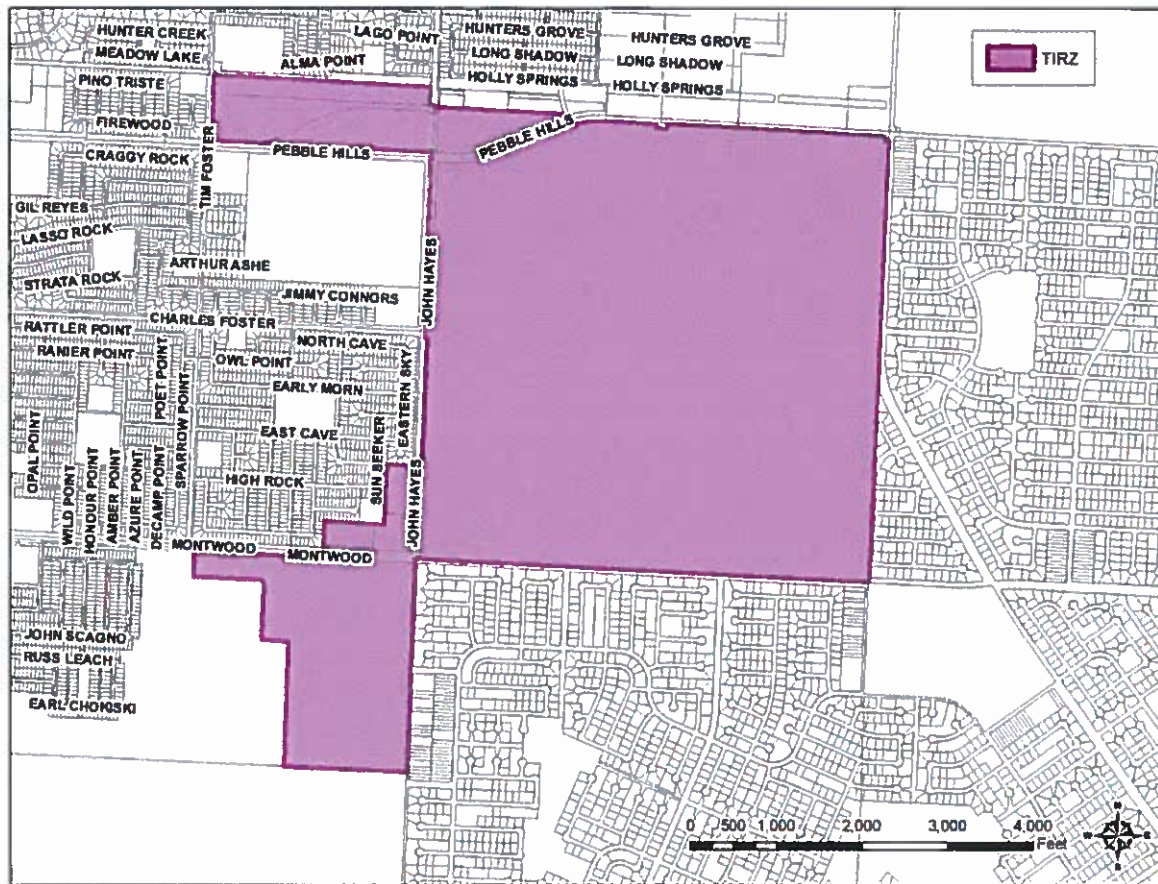


EXHIBIT "D"

CITY OF EL PASO ANNEXATION SERVICE PLAN

INTRODUCTION

This Service Plan (Plan) is made by the City of El Paso, Texas (City) pursuant to Chapter 43 Municipal Annexation of the Texas Local Government Code. This Plan is made specifically for 617.137-acres of property located in the City's East Extraterritorial Jurisdiction (ETJ), being a portion of Section 18, Block 78, and portion of Section 48, Block 79, Township 2, Texas and Pacific Railway Co. Surveys, El Paso County, Texas. The area is more specifically described by metes and bounds in Exhibit "A" and the survey Exhibit "B", which are attached to the annexation ordinance of which this Plan is a part.

EFFECTIVE TERM

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

INTENT

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

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

SERVICE COMPONENTS

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

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

1. Immediate Services Program

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

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

- normal patrols and responses;
- handling of complaints and incident reports;
- special units, such as, traffic enforcement, criminal investigations, narcotics, gang suppressions, and special weapons and tactics team.

b. Fire Protection. The El Paso Fire Department will provide emergency medical services and fire protection services to the Property, on the effective date of annexation. These services include:

- fire suppression and rescue;
- emergency medical services;
- hazardous materials mitigation and regulation;
- emergency prevention and public education efforts;
- construction plan review;
- inspections.

c. Solid Waste Collection. The Environment Services Department will provide solid waste collection services to the Property on the effective date of annexation. Services currently provided in the City for single-family residences include:

- dead animal collection - dead animals are removed from roadways upon request;
- Residential garbage collection;
- Residential recycling collection.

Commercial garbage collection service for businesses, multi-family residences, and mobile home parks is available on a subscription basis from the City or private service providers

d. Maintenance of Water and Wastewater Facilities. The City's Public Service Board/El Paso Water Utilities (EPWU) will maintain water and wastewater facilities serving the Property.

e. Maintenance of Roads and Streets, Including Street Lighting. The City's Streets and Maintenance Department will maintain public streets over which the City has jurisdiction. These services include:

- emergency pavement repair;
- ice and snow monitoring of major thoroughfares

- maintenance of public streets on as-needed basis and in accordance with established policies of the City.
- f. Maintenance of Parks, Playgrounds, and Swimming Pools. The City Parks and Recreation Department will provide maintenance to public recreation facilities as they become available.

2. Additional Services

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

- a. Drainage Services. El Paso Water Utilities/ Public Service Board will provide drainage maintenance in the Property in accordance with established policies of the City and the EPWU. Services include:
 - maintenance of existing public ponding areas and retention dams;
 - storm sewer maintenance;
 - emergency spills and pollution complaints response related to storm drainage systems;
- c. Watershed and Flood Plains. The City's Land Development Division shall provide:
 - watershed development review and inspection;
 - flood plain office (information relating to flood plains).
- d. Library Department. All library services now provided to areas inside the City will be provided to the Property on the effective date of annexation in accordance with the City's existing policies and regulations.
- e. Inspection Services. All inspection services now provided within the City, including building, electrical, plumbing, gas, engineering, housing and environmental will be extended to the Property on the effective date of annexation.
- f. Department of Public Health. All of the Public Health services codes and regulations will be extended to the Property on the effective date of annexation.
- g. Planning and Zoning. The planning and zoning jurisdiction of the City will be extended to the Property on the effective date of annexation.
- g. Other Services. The City will provide all other services, not specifically listed above, to the Property according to established City policies and procedures.

3. Capital Improvements Program

- a. Police Protection. No capital improvements are necessary at this time to provide Police services, but may be necessary in the future.
- b. Fire Protection. No capital improvements are necessary to serve the annexed area, but may be necessary in the future.
- c. Solid Waste Collection. No capital improvements are necessary to serve the annexed area.
- d. Water and Wastewater Facilities. Water and wastewater service will be provided in accordance with the El Paso Water Utility's Rules and Regulations.
- e. Roads and Streets. The City shall share in the costs of public improvements as set forth in the Development Agreement. In general, the City will acquire control and jurisdiction of all public roads and public streets within the Property upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be generated by the City's standard policies and procedures as modified by the Development Agreement.
- f. Parks, Playgrounds and Swimming Pools. No capital improvements or maintenance services are necessary at this time. As the site develops, per the Development Agreement, maintenance services will be provided for Park Capital Improvements by the City, in the same manner that it maintains all City Parks & Facilities.
- g. Drainage Facilities. No capital improvements are necessary to at this time to provide services but may be necessary in the future. The City will maintain any dedicated ponds.
- h. Street Lighting. It is anticipated that the developer of new subdivisions in the Property will install public street lighting in accordance with the City's standard policies and procedures as stipulated in the Development Agreement. In other cases, the City will install public street lighting in the Property upon request in accordance with established street lighting policies of the City.
- i. Other Publicly Owned Facilities, Building or Services: In general, other City functions and services, and the additional services described above can be provided for the Property by using existing capital improvements. Additional capital improvements are not necessary to provide City services.
- j. Capital Improvement Planning. The Property will be included in relevant capital improvement rules for new or expanded facilities, functions, and services in accordance with the Development Agreement and established policies of the City.

AMENDMENT: GOVERNING LAW

ORDINANCE NO. _____

SUAX16-00001

16-1007-1708 / 537356_1

TDE PHASE V

KMN

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

FORCE MAJEURE

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

CONFLICT

In the event of any conflict or inconsistency between the terms of this Annexation Service Plan and the Development Agreement, the terms of the Development Agreement shall control.

MEMORANDUM

DATE: June 2, 2016

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

FROM: Nelson Ortiz, Senior Planner

SUBJECT: Tierra Del Este III Phase V – Annexation and Service Plan

On March 8, 2016, City Council approved a development agreement setting forth the terms for the annexation. The property owner, Ranchos Real Land Holding, LLC, submitted applications to annex and rezone the property in accordance with the approved development plan. Additionally, the city is processing related Comprehensive Plan and Major Thoroughfare Plan amendments.

Under the terms of the agreement, the owner will donate lands for future public facilities and will cooperate with the City to create a Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ) to provide funding for the future public facilities to serve the area. Additionally, the property is proposed to be re-zoned from R-F (Ranch Farm) to C-2 (Commercial) and R-5 (Residential) at the time of annexation and will be developed in accordance with the approved plan. The development includes residential and commercial lots, parks, stormwater ponds and one school site.

The City Plan Commission recommended approval of the annexation and service plan on May 19, 2016.

Applicant: Ranchos Real Land Holding, LLC

Attachments: Staff Report



City of El Paso – City Plan Commission Staff Report

Case No: SUAX16-00001
Application Type: Annexation and Service Plan
CPC Hearing Date: May 19, 2016
Staff Planner: Nelson Ortiz, 212-1606, Ortiznx@elpasotexas.gov

Location: West of Zaragoza and South of Edgemere
Legal Description: A portion of Section 18, Block 78, and portion of Section 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas.
Acreage: 617.137 acres
Rep District: ETJ - Adjacent to District 5
Existing Use: Vacant
Existing Zoning: N/A
Proposed Zoning: C-2 (Commercial) and R-5 (Residential)

Property Owner: Ranchos Real Land Holding, LLC
Applicant: Ranchos Real Land Holding, LLC
Representative: Conde, Inc.

Distance to Park: Parks proposed within annexed area
Distance to School: School site proposed within annexed area

SURROUNDING ZONING AND LAND USE

North: R-5 (Residential) and C-2 (Commercial) / Residential development
South: ETJ (Extraterritorial Jurisdiction) / Vacant
East: ETJ (Extraterritorial Jurisdiction) / Vacant
West: R-5 (Residential) and C-2 (Commercial) / Residential Development

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

General Information:

The applicant is requesting annexation of land within the City of El Paso's Extra Territorial Jurisdiction (ETJ) and approval of a service plan in conjunction with the Development Agreement approved by City Council on March 8, 2016. Under the terms of the approved agreement, the subject property is proposed to be re-zoned from R-F (Ranch Farm) to C-2 (Commercial) and R-5 (Residential) at the time of annexation and will be developed in accordance with the approved plan. The 617.137 acre development includes residential and commercial lots, parks, stormwater ponds and one school site.

A rezoning application, comprehensive plan amendment and a major thoroughfare plan amendment are to run in conjunction with this application.

Neighborhood Input:

Notice of the public hearings were mailed to all property owners within 300 feet of this proposed annexation and published in the El Paso Times in accordance with the Texas Local Government

Code. Planning staff did receive several calls requesting information but no calls in support or opposition to this request.

DCC Recommendation:

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

Planning Division Recommendation:

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

El Paso Water Utilities:

We have reviewed the above referenced subdivision and provide the following comments:

EPWU-PSB supports and encourages voluntary annexation to the City of El Paso.

Tierra Del Este Phase V area which is located within Section 48, Block 9, and Tierra Del Este Phase V area (the easternmost portion of Tim Floyd Street) which is located within Section 18, Block 78, are located within the City of El Paso Eastside Impact Fee Service Area. Impact fees will be assessed at the time of the plat and collected by the El Paso Water Utilities after EPWU receives an application for water and sanitary sewer services. Add Impact fee rate table.

Water

Water storage improvements to the existing system are required to enable service to the subject property.

There is an existing sixteen (16) inch diameter water transmission main along Pebble Hills Boulevard between John Hayes Street and the easternmost portion of the Tierra Del Este Unit 72 (TDE 72) subdivision. The Developer of the Tierra Del Este Unit 76 (TDE 76) subdivision has entered into a Development Agreement with the El Paso Water Utilities – Public Service Board (EPWU-PSB) to construct the water and sanitary sewer mains to serve TDE 76. The Developer is constructing the 16-inch diameter water transmission main that will extend along Pebble Hills Boulevard between the easternmost portion of TDE 72 to Tim Floyd Street as part of the described improvements. This main is not available for service; no direct service connections are allowed to this main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

Along Tim Floyd Street between Pebble Hills Boulevard and Edgemere there are two (2) proposed sixteen (16) inch diameter water transmission mains. The main located along the westernmost portion of Tim Floyd Street will be constructed by the Developer of the subdivisions Tierra Del Este Unit 76, Unit 75 and Unit 77. The main that will be located along the easternmost portion of Tim Floyd Street will be a high pressure main and will not be connected to the westernmost main.

Along John Hayes Street between Pebble Hills Boulevard and Montwood Drive there is an existing twenty-four (24) inch diameter water transmission main. This main is not available for service; no direct service connections are allowed to these water mains as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

Along John Hayes Street between Pebble Hills Boulevard and Montwood Drive there is an existing twelve (12) inch diameter water main.

Water service for the Tierra Del Este Phase V area is anticipated to be provided by a proposed elevated tank (reservoir) and the construction of the following mains:

The existing twelve (12) inch diameter water main along Pebble Hills Boulevard between John Hayes Street and Mike Price Street.

The sixteen (16) inch diameter water transmission main that will extend along Pebble Hills Boulevard between John Hayes Street and Tim Floyd Street.

Sanitary Sewer

Along John Hayes Street between Edgemere Boulevard and Pebble Hills Boulevard there is an existing deep thirty-three (33) inch diameter sanitary sewer main. The size of this main south of Lookout Point Drive and Pebble Hills Boulevard increases to thirty-six (36) inches in diameter. The alignment of this main continues towards the west along Pebble Hills Boulevard. No direct service connections are allowed to these sanitary sewer mains as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

There is an existing fifteen (15) inch diameter sanitary sewer main along Pebble Hills Boulevard between John Hayes Street and the easternmost portion of the Tierra Del Este Unit 72 (TDE 72) subdivision. The Developer of the Tierra Del Este Unit 76 (TDE 76) subdivision has entered into a Development Agreement with the El Paso Water Utilities – Public Service Board (EPWU-PSB) to construct the water and sanitary sewer mains to serve TDE 76. The Developer is constructing the fifteen (15) inch diameter sanitary sewer main that will extend along Pebble Hills Boulevard between the easternmost portion of TDE 72 to Tim Floyd Street as part of the described improvements. This 15-inch sanitary sewer main is available for service.

Along Tim Floyd Street between Pebble Hills Boulevard and Edgemere there is a proposed twelve (12) inch diameter sanitary sewer main. This main will be located along the westernmost portion of Tim Floyd Street will be constructed by the Developer of the subdivisions Tierra Del Este Unit 76, Unit 75 and Unit 77.

From the intersection of John Hayes Street and Pebble Hills Boulevard along John Hayes Street towards the south there is an existing eight (8) inch diameter sanitary sewer main. This main discharges unto the above-described 36-inch diameter main. The eight (8) inch diameter main that extends along John Hayes Street dead-ends at approximately 1,115 feet south of Pebble Hills Boulevard.

From the intersection of Charles Foster Avenue and John Hayes Street along Charles Foster

Avenue towards the north there is an existing eight (8) inch diameter sanitary sewer main. This main dead-ends at approximately 500 feet north of Charles Foster Avenue.

Along John Hayes Street between Charles Foster Avenue and Early Morn Avenue there is an existing fifteen (15) inch diameter sanitary sewer main.

Along John Hayes Street between Early Morn Avenue and Montwood Drive there is an existing twelve (12) inch diameter sanitary sewer main.

Sanitary sewer service to the Tierra Del Este Phase V area is anticipated to be provided with the construction of the following mains:

A proposed fifteen (15) inch diameter sanitary sewer main along Pebble Hills Boulevard between John Hayes Street and Tim Floyd Street and connection to the sanitary sewer main that extends along John Hayes Street.

The fifteen (15) inch diameter sanitary sewer main that will extend along Pebble Hills Boulevard between John Hayes Street and Tim Floyd Street.

General

In addition to the above described water and sanitary sewer mains, service to the Tierra Del Este Phase V area is to be provided by on-site water distribution mains and sanitary sewer collection mains that are to connect to the above-described mains. The on-site water and sanitary sewer mains must be constructed by the Developer to provide service to the Tierra Del Este Phase V area.

Coordination with the Developer is required to ascertain that the water transmission mains, storage improvements, and sewer interceptors are constructed in parallel with development.

EPWU requires a new service application to initialize design of the water and sanitary sewer main extensions to serve the subject property. New service applications are available at 1154 Hawkins, 3rd Floor. The following items are required at the time of application: (1) hard copy of subdivision plat; (2) finalized set of street improvement plans, including storm sewer; (3) digital copy of subdivision plat; (4) benchmark check; and (5) construction schedule. Service will be provided in accordance with the current EPWU – PSB Rules and Regulations. The owner is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Texas Gas Service:

TGS has existing natural gas services within the above-referenced area located on a portion of Pebble Hills and a section along John Hayes Street. TGS does not foresee any issues in construction of this project; also, TGS requires that all streets be public right-of-way and have dedicated utility easements. TGS has no objections to the proposed project limits. It is the consultant and/or surveyor to illustrate the lines on the plans and to notify TGS if the proposed improvements will be in conflict with our existing facilities. It is the contractor's responsibility to call for line spots before digging.

TxDOT:

TxDOT has no comments, as this is not on any State highways.

EPWU Stormwater Division:

We have reviewed the subject annexation and have no objections.

El Paso Police Department:

The main concern I see is having the resources to respond. The resources are spread very thin and continued annexation is a concern.

Sun Metro:

Sun Metro does not oppose this request. Developer needs to coordinate with Sun Metro in identifying locations of bus stops.

County of El Paso:

No comments received.

Street and Maintenance:

No comments received.

Fire Department:

No comments received.

Parks and Recreation Department:

No comments received.

Environmental Services:

No comments received.

Attachments

Attachment 1: Location Map

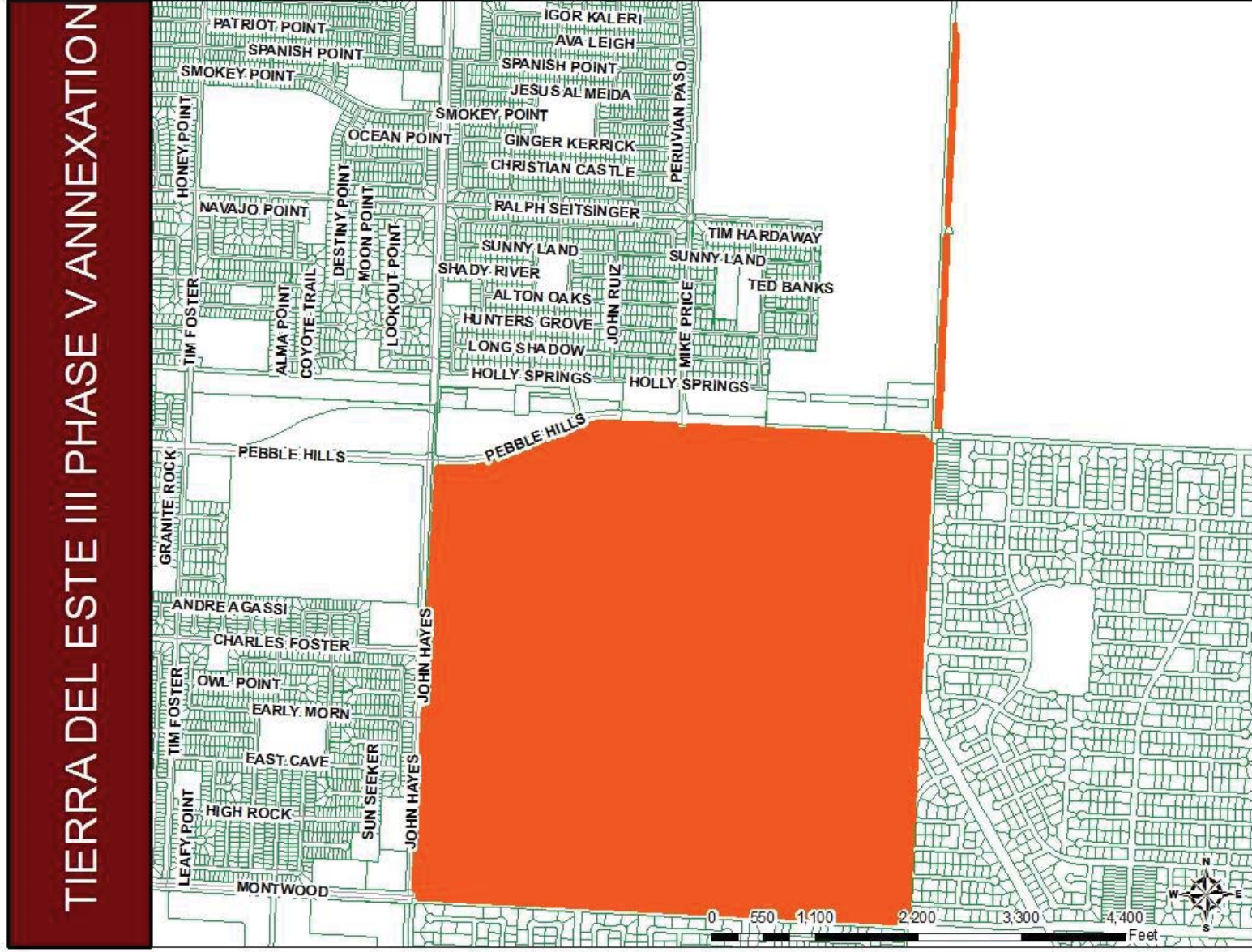
Attachment 2: Aerial

Attachment 3: Survey

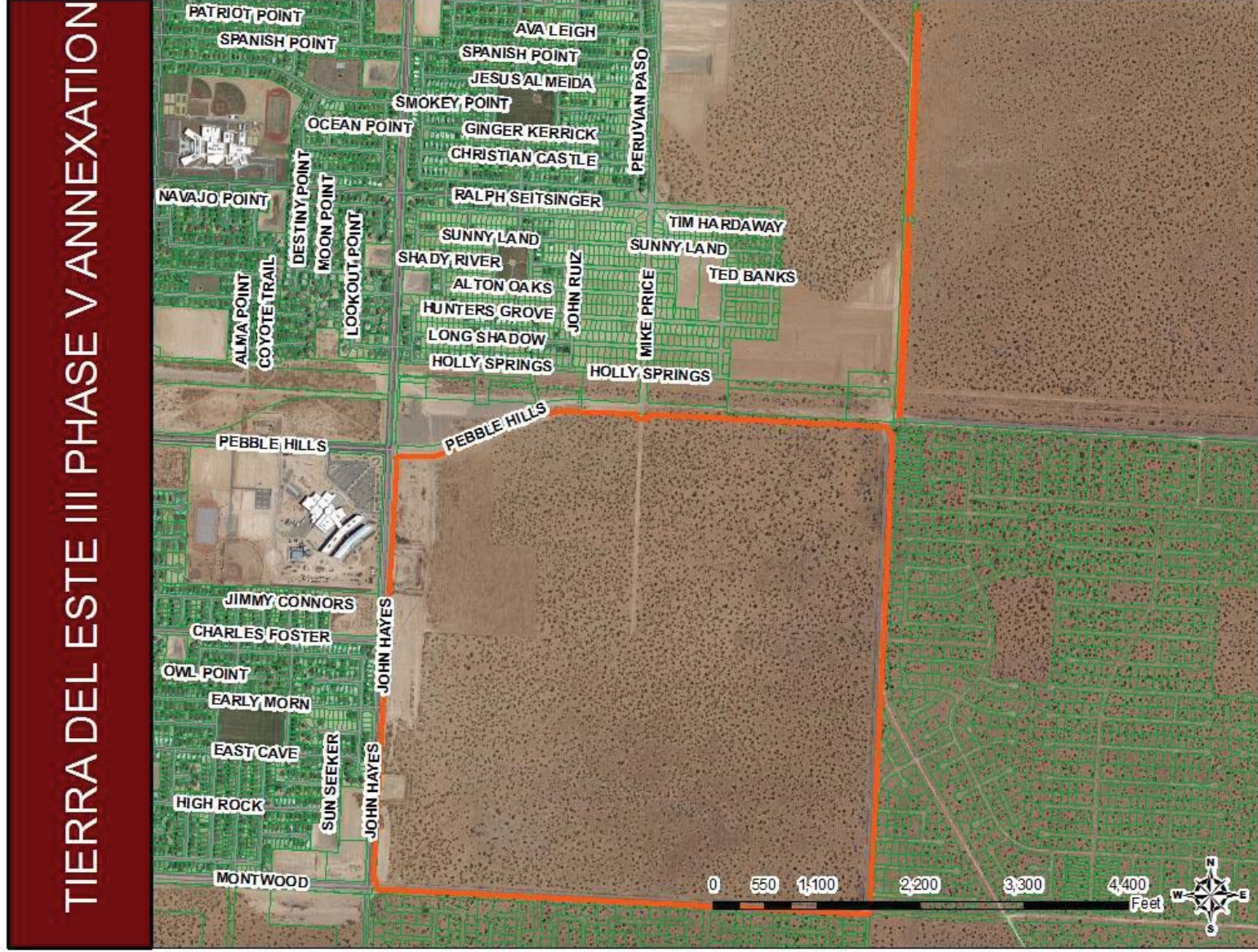
Attachment 4: Draft Ordinance and Service Plan

Attachment 5: Application

Attachment 1: Location Map



Attachment 2: Aerial



[illegible]

Attachment 4: Draft Ordinance and Service Plan

ORDINANCE _____

AN ORDINANCE ANNEXING THE FOLLOWING REAL PROPERTY DESCRIBED AS A PORTION OF SECTION 18, BLOCK 78, AND PORTION OF SECTION 48, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.

WHEREAS, Ranchos Real Land Holding, LLC (owner of record), is the owner of approximately 617.137 acres lying in the City of El Paso's East Extraterritorial Jurisdiction; the property more fully described in the attached metes and bounds description, identified as Exhibit "A", and survey of the property, identified as Exhibit "B" and made a part hereof by reference, and both Ranchos Real Holding, LLC and the City of El Paso request that this area be annexed into the El Paso City Limits; and,

WHEREAS, the City of El Paso and the Owner have entered into a Development Agreement on March 8, 2016, attached as Exhibit "C", which governs the development of the property after the annexation; and,

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

WHEREAS, public hearings were held on May 18, 2016 and May 19, 2016 at which persons interested in the annexation were given the opportunity to be heard; and that no person voiced opposition to the annexation or Service Plan described as Exhibit "D"; and,

WHEREAS, the City Plan Commission reviewed and recommended approval of the Annexation and Service Plan at their public hearing meeting held on May 19, 2016; and,

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

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

That the boundaries of the CITY OF EL PASO are hereby extended so as to include a portion of Section 18, Block 78, and portion of Section 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas, more particularly described in Exhibit "A" and Exhibit "B".

Further, that the City of El Paso adopts the Service Plan described as Exhibit "D"; and that the annexation is subject to all terms and conditions of the Development Agreement, entered into on March 8, 2016.

PASSED AND APPROVED this _____ day of _____, 2016.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

ORDINANCE _____

SUAX16-00001

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Karla Nieman,
Assistant City Attorney

APPROVED AS TO CONTENT

Larry F. Nichols, Director
Planning and Inspections Department

ORDINANCE _____

SUAX16-00001

EXHIBIT "D"

CITY OF EL PASO ANNEXATION SERVICE PLAN

INTRODUCTION

This Service Plan (Plan) is made by the City of El Paso, Texas (City) pursuant to Chapter 43 Municipal Annexation of the Texas Local Government Code. This Plan is made specifically for 617.137-acres of property located in the City's East Extraterritorial Jurisdiction (ETJ), being a portion of Section 18, Block 78, and portion of Section 48, Block 79, Township 2, Texas and Pacific Railway Co. Surveys, El Paso County, Texas. The area is more specifically described by metes and bounds in Exhibit "A" and the survey Exhibit "B", which are attached to the annexation ordinance of which this Plan is a part.

EFFECTIVE TERM

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

INTENT

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

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

SERVICE COMPONENTS

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

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

1. Immediate Services Program

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

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

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- normal patrols and responses;
 - handling of complaints and incident reports;
 - special units, such as, traffic enforcement, criminal investigations, narcotics, gang suppressions, and special weapons and tactics team.
- b. Fire Protection. The El Paso Fire Department will provide emergency medical services and fire protection services to the Property, on the effective date of annexation. These services include:
- fire suppression and rescue;
 - emergency medical services;
 - hazardous materials mitigation and regulation;
 - emergency prevention and public education efforts;
 - construction plan review;
 - inspections.
- c. Solid Waste Collection. The Environment Services Department will provide solid waste collection services to the Property on the effective date of annexation. Services currently provided in the City for single-family residences include:
- dead animal collection - dead animals are removed from roadways upon request;
 - Residential garbage collection;
 - Residential recycling collection.
- Commercial garbage collection service for businesses, multi-family residences, and mobile home parks is available on a subscription basis from the City or private service providers
- d. Maintenance of Water and Wastewater Facilities. The City's Public Service Board/El Paso Water Utilities (EPWU) will maintain water and wastewater facilities serving the Property.
- e. Maintenance of Roads and Streets, Including Street Lighting. The City's Streets and Maintenance Department will maintain public streets over which the City has jurisdiction. These services include:
- emergency pavement repair;
 - ice and snow monitoring of major thoroughfares
 - maintenance of public streets on as-needed basis and in accordance with established policies of the City.
- f. Maintenance of Parks, Playgrounds, and Swimming Pools. The City Parks and Recreation Department will provide maintenance to public recreation facilities as they become available.

2. Additional Services

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

- a. Drainage Services. El Paso Water Utilities/ Public Service Board will provide drainage maintenance in the Property in accordance with established policies of the City and the EPWU. Services include:

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- maintenance of existing public ponding areas and retention dams;
 - storm sewer maintenance;
 - emergency spills and pollution complaints response related to storm drainage systems;
- c. Watershed and Flood Plains. The City's Land Development Division shall provide:
- watershed development review and inspection;
 - flood plain office (information relating to flood plains).
- d. Library Department. All library services now provided to areas inside the City will be provided to the Property on the effective date of annexation in accordance with the City's existing policies and regulations.
- e. Inspection Services. All inspection services now provided within the City, including building, electrical, plumbing, gas, engineering, housing and environmental will be extended to the Property on the effective date of annexation.
- f. Department of Public Health. All of the Public Health services codes and regulations will be extended to the Property on the effective date of annexation.
- g. Planning and Zoning. The planning and zoning jurisdiction of the City will be extended to the Property on the effective date of annexation.
- h. Other Services. The City will provide all other services, not specifically listed above, to the Property according to established City policies and procedures.

3. Capital Improvements Program

- a. Police Protection. No capital improvements are necessary at this time to provide Police services, but may be necessary in the future.
- b. Fire Protection. No capital improvements are necessary to serve the annexed area. Fire services but may be necessary in the future. Fire Department coverage areas for the city are based on ISO standards that require a Fire Station to be a Mile and a Half (driving distance) from every facility and two and a half miles from a fire station with aerial capabilities.
- c. Solid Waste Collection. No capital improvements are necessary to serve the annexed area.
- d. Water and Wastewater Facilities. Water and wastewater service will be provided in accordance with the El Paso Water Utility's Rules and Regulations.
- e. Roads and Streets. The City shall share in the costs of public improvements as set forth in the Development Agreement. In general, the City will acquire control and jurisdiction of all public roads and public streets within the Property upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be generated by the City's standard policies and procedures as modified by the Development Agreement.
- f. Parks, Playgrounds and Swimming Pools. No capital improvements or maintenance services are necessary at this time. As the site develops, per the Development Agreement, maintenance services will be provided for Park Capital

SUAX16-00001

Improvements by the City, in the same manner that it maintains all City Parks & Facilities.

- g. Drainage Facilities. No capital improvements are necessary to at this time to provide services but may be necessary in the future. The City will maintain any dedicated ponds.
- h. Street Lighting. It is anticipated that the developer of new subdivisions in the Property will install public street lighting in accordance with the City's standard policies and procedures as stipulated in the Development Agreement. In other cases, the City will install public street lighting in the Property upon request in accordance with established street lighting policies of the City.
- i. Other Publicly Owned Facilities, Building or Services: In general, other City functions and services, and the additional services described above can be provided for the Property by using existing capital improvements. Additional capital improvements are not necessary to provide City services.
- j. Capital Improvement Planning. The Property will be included in relevant capital improvement rules for new or expanded facilities, functions, and services in accordance with the Development Agreement and established policies of the City.

AMENDMENT: GOVERNING LAW

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

FORCE MAJEURE

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

CONFLICT

In the event of any conflict or inconsistency between the terms of this Annexation Service Plan and the Development Agreement, the terms of the Development Agreement shall control.

SUAX16-00001

Attachment 5: Application



APPLICATION FOR ANNEXATION CITY DEVELOPMENT DEPARTMENT PLANNING DIVISION

CITY OF EL PASO, TEXAS
811 Texas Avenue
El Paso, TX 79901
915-212-0088

1. CONTACT INFORMATION

PROPERTY OWNER(S): Ranchos Real Land Holdings, LLC
ADDRESS: 6080 Surety Drive El Paso, Texas ZIP CODE: 79905 PHONE: 592-0290
APPLICANT(S): Ranchos Real Land Holdings, LLC
ADDRESS: 6080 Surety Drive El Paso, Texas ZIP CODE: 79905 PHONE: 592-0290
REPRESENTATIVE(S): Conde, Inc.
ADDRESS: 6080 Surety Drive, Ste 100 ZIP CODE: 79905 PHONE: 592-0283
E-MAIL ADDRESS: cconde@condeinc.com

2. PARCEL ONE INFORMATION

PROPERTY IDENTIFICATION NUMBER: X579-000-2480-0000
LEGAL DESCRIPTION: Being a Portion of Section 48, Block 79, Township 2, Texas & Pacific Railway Company
Surveys, City of El Paso, El Paso County, Texas
STREET ADDRESS OR LOCATION: John Hayes St. & Pebble Hills Blvd REP DISTRICT: 5
ACREAGE: 610.23 PRESENT ZONING: R-F PRESENT LAND USE: Vacant
PROPOSED ZONING C-2/ R-5 PROPOSED LAND USE: To allow Residential & Commercial Developments

3. PARCEL TWO INFORMATION

PROPERTY IDENTIFICATION NUMBER: X579-000-2480-0000
LEGAL DESCRIPTION: Being a Portion of Section 18, Block 78, and 79, Township 2,
Texas & Pacific Railway Co. Surveys, El Paso County, Texas
STREET ADDRESS OR LOCATION _____ REP DISTRICT: _____
ACREAGE: 6.905 ac PRESENT ZONING: R-F PRESENT LAND USE: Vacant
PROPOSED ZONING R-5 PROPOSED LAND USE: To allow Residential & Commercial Developments

4. PARCEL THREE INFORMATION

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

5. ADDITIONAL INFORMATION

OWNER (S) OF RECORD FOR THE ABOVE DESCRIBED PARCEL(S):
Printed Name: Douglas A. Schwartz - Manager Signature: [Signature]
Printed Name: _____ Signature: _____
Printed Name: _____ Signature: _____

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

** OFFICE USE ONLY **		
Case # <u>SUAX16-00001</u>	RECEIVED DATE: <u>3/24/16</u>	APPLICATION FEE: \$ <u>Waived</u>
DCC REVIEW DATE: ____/____/____ (9:00 am _____)		
CPC REVIEW DATE: ____/____/____ (1:30 pm _____)		
ACCEPTED BY: _____		



Recommendation/Public Input

- **Planning & Inspections Recommendation:** Approval
- **CPC Vote:** Approval

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

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





TIERRA DEL ESTE III PHASE V ANNEXATION



"Delivering Outstanding Services"



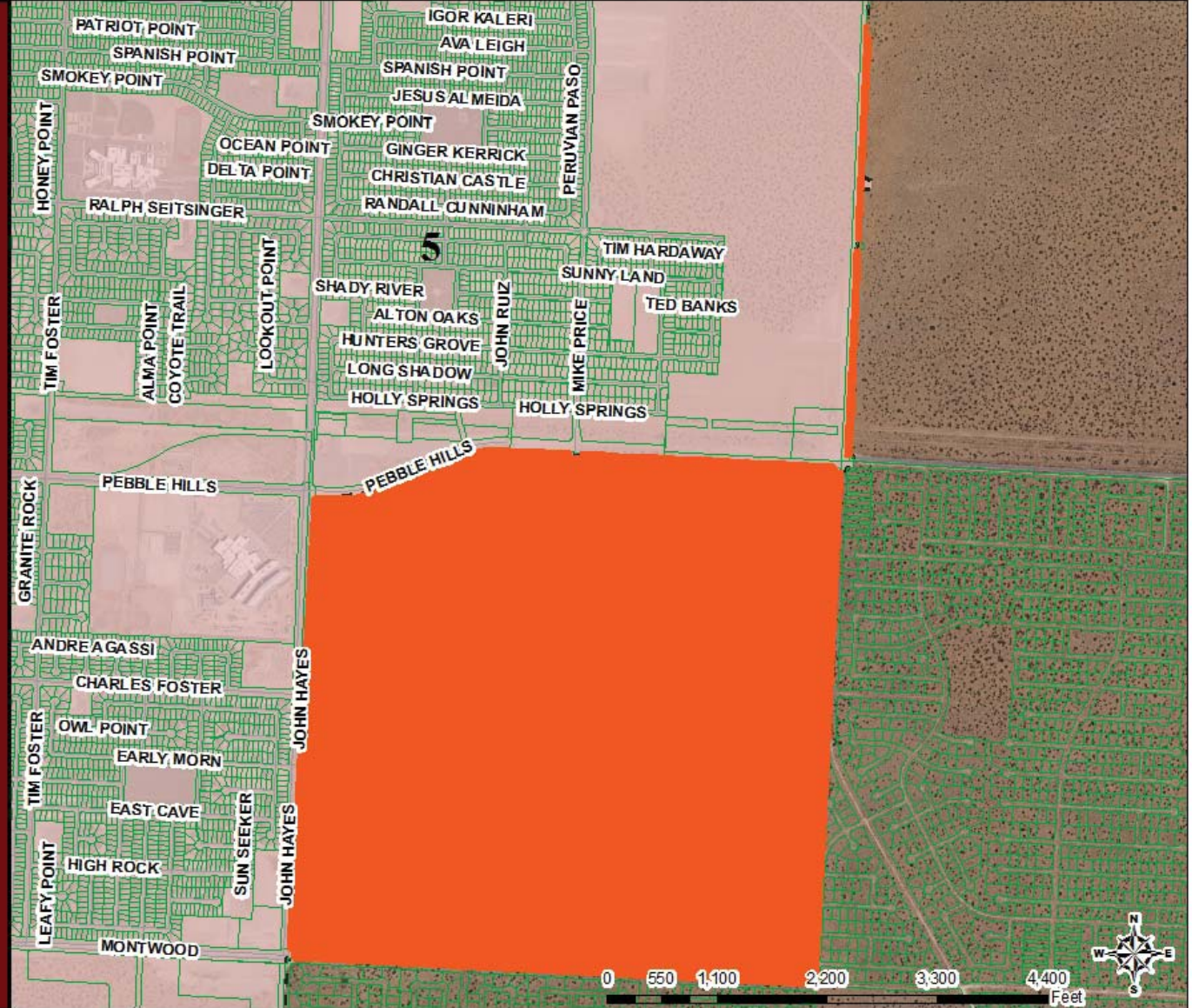
TIERRA DEL ESTE III PHASE V ANNEXATION



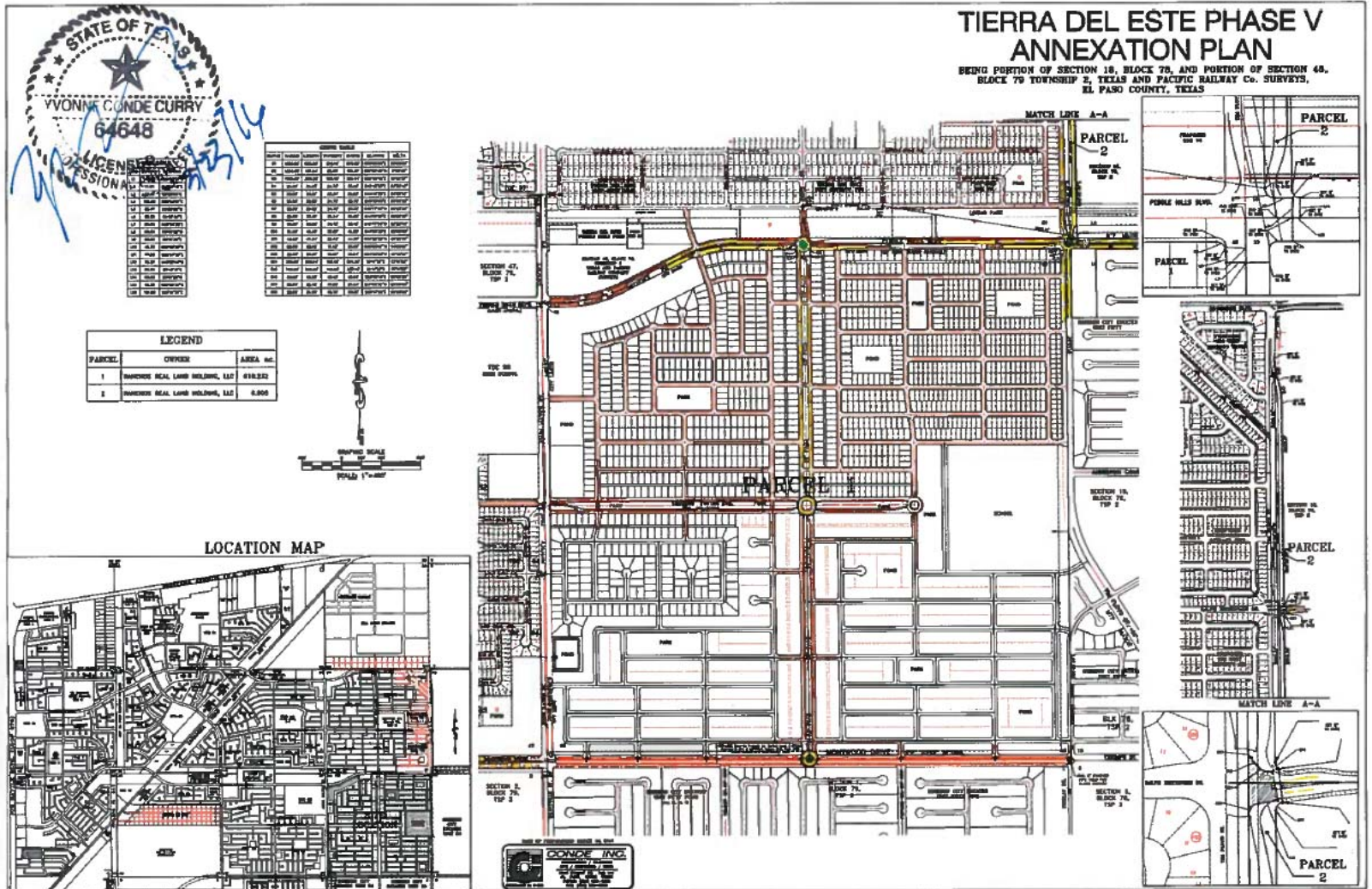
"Delivering Outstanding Services"

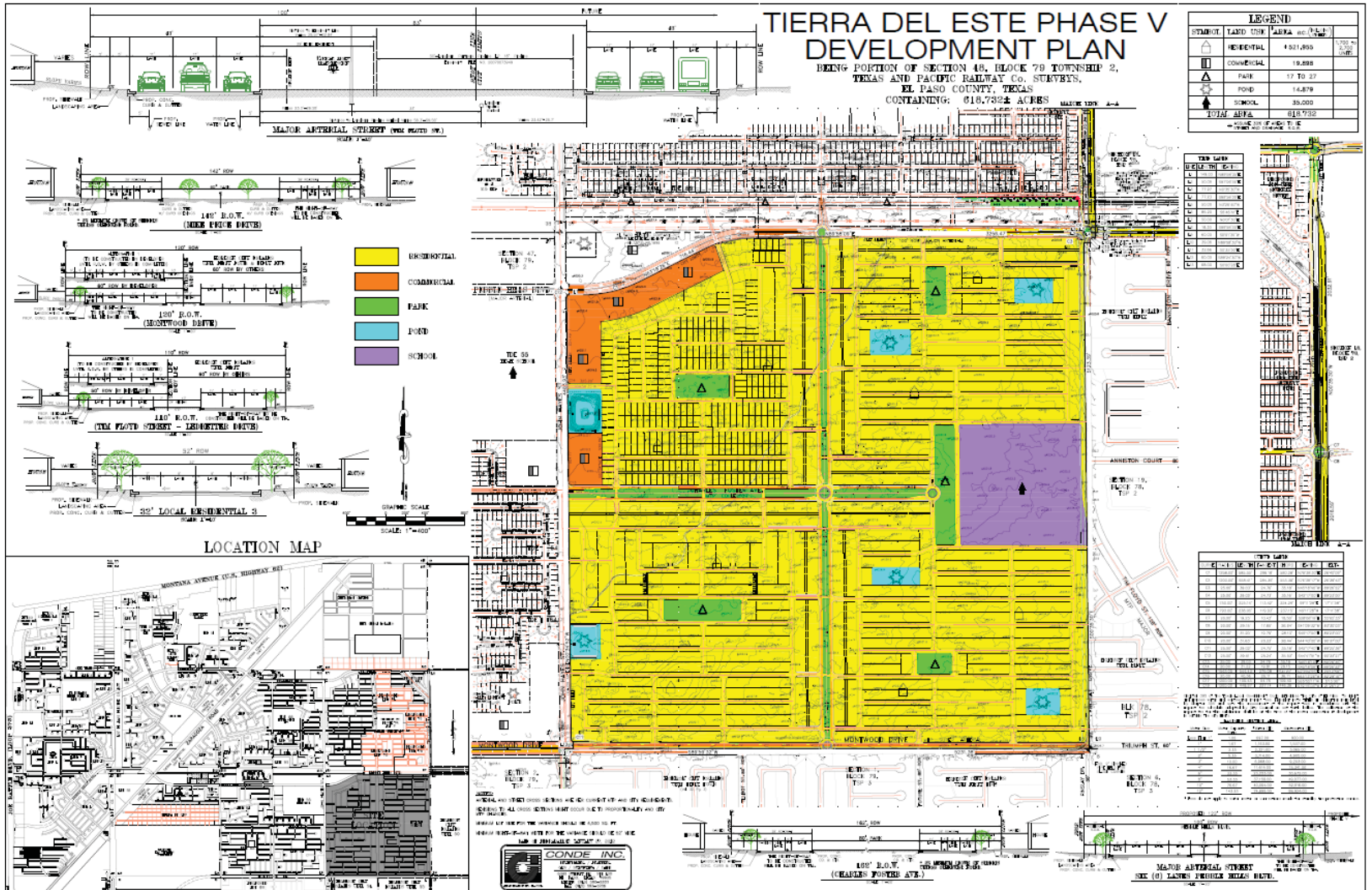


TIERRA DEL ESTE III PHASE V ANNEXATION



"Delivering Outstanding Services"





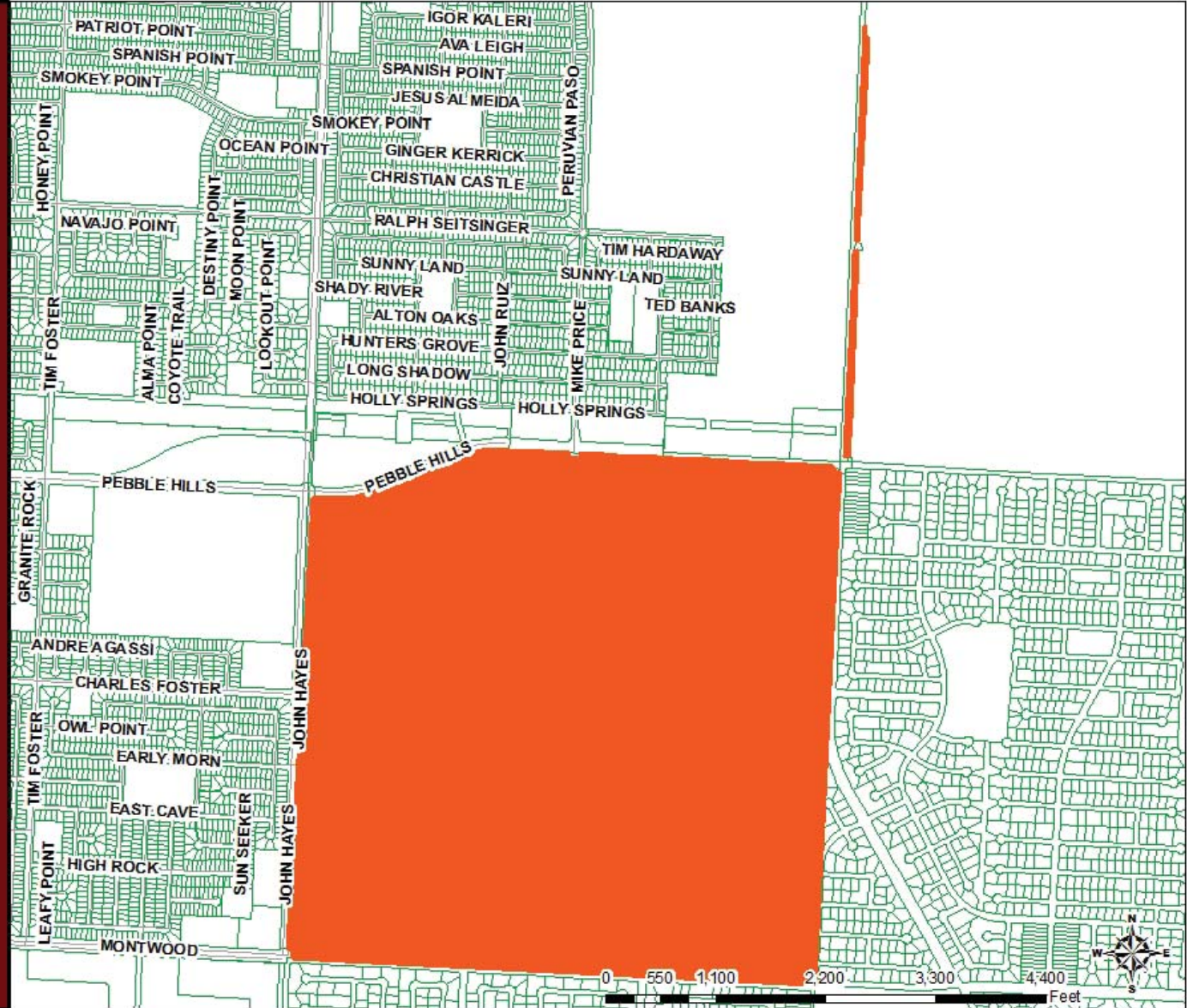


SERVICE PLAN

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



TIERRA DEL ESTE III PHASE V ANNEXATION



"Delivering Outstanding Services"