

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

**DEPARTMENT:** Planning and Inspections Department

**AGENDA DATE:** August 6, 2019

**PUBLIC HEARING DATE:** August 20, 2019

**CONTACT PERSON NAME AND PHONE NUMBER:** Philip Etiwe, (915) 212-1553  
Harrison Plourde; (915) 212-1584

**DISTRICT(S) AFFECTED:** 6

**STRATEGIC GOAL:** 3

**SUBGOAL:** 3.1

**SUBJECT:**

APPROVE An ordinance annexing the following real property described as a Portion of Section 15, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas.  
SUAX17-00001 (Adjacent to District 6)

**BACKGROUND / DISCUSSION:**

City Plan Commission (CPC) recommended unanimous approval on July 11, 2019. CPC staff report is attached.

**SELECTION SUMMARY:** N/A

**PROTESTS:**

☒ No protest received for this requirement.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided: ☐ Yes or ☒ No

**PRIOR COUNCIL ACTION:**

On January 6, 2019, City Council approved the resolution authorizing the City Manager to sign the annexation agreement, with the addition of a condition stipulating that the developer dedicate parkland within the area to be annexed to meet the parkland calculations in City Code.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:** Philip Etiwe, Director  
Planning & Inspections Department



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

**AN ORDINANCE ANNEXING THE FOLLOWING REAL PROPERTY DESCRIBED AS A PORTION OF SECTION 15, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.**

**WHEREAS**, Cuesta Del Sol, Inc. (owner of record), is the owner of approximately 22.596 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 Owner 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 an Amended Annexation Agreement on July 23, 2019, attached as Exhibit "C", which governs the development of the property after the annexation; and,

**WHEREAS**, the Annexation Agreement includes a Service Plan that 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 August 20, 2019 at which persons interested in the annexation were given the opportunity to be heard; and that no person voiced opposition to the annexation; and,

**WHEREAS**, the City Plan Commission reviewed and recommended approval of the annexation at their public hearing meeting held on July 11, 2019; 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 15, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas, and more particularly described in Exhibit "A" and Exhibit "B".

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**THE CITY OF EL PASO:**

\_\_\_\_\_  
Dee Margo  
Mayor

(Signatures on the following page)

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe  
Planning & Inspections Department

(Exhibits on the following page)

**EXHIBIT "A"**

Being a Portion of Section 15,  
Block 79, Township 3,  
Texas and Pacific Railway Company Surveys  
El Paso County, Texas

December 15, 2016

**METES AND BOUNDS DESCRIPTION**

Exhibit "A"

**FIELD NOTE DESCRIPTION** of a Portion of Section 15, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

**COMMENCING FOR REFERENCE** at a found nail and shiner at the common Section Corner of Sections 15, 16, 17 and 18. **THENCE**, leaving said common Section Corner and along the common section line of Sections 15 and 16, North 02° 22' 00" East, a distance of 1964.36 feet to a set nail for corner at the **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, continuing along said common Section line of Sections 15 and 16, North 02° 22' 00" East, a distance of 1309.58 feet to a set iron rod for corner;

**THENCE**, leaving said common Section line, South 86° 55' 53" East, a distance of 669.65 feet to a set iron rod for corner;

**THENCE**, South 02° 27' 34" West, a distance of 654.80 feet to a set iron rod for corner;

**THENCE**, South 86° 55' 44" East, a distance of 332.20 feet to a set iron rod for corner;

**THENCE**, South 02° 27' 36" West, a distance of 654.82 feet to a set iron rod for corner;

**THENCE**, North 86° 55' 35" West, a distance of 332.19 feet to a set iron rod for corner;

**THENCE**, North 02° 27' 34" East, a distance of 327.40 feet to a set iron rod for corner;

**THENCE**, North 86° 55' 39" West, a distance of 332.20 feet to a set iron rod for corner;

**THENCE**, South 02° 27' 32" West, a distance of 327.40 feet to a set iron rod for corner;

**THENCE**, North 86° 55' 35" West, a distance of 335.34 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 984,285.12 square feet or 22.5960 Acres of land more or less.

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

CAD CONSULTING COMPANY.  
1790 Lee Trevino Suite #503  
El Paso, Texas 79936  
(915) 633-6422  
JAM&B\2016\16-2384.wpd



# BOUNDARY AND IMPROVEMENT SURVEY

BEING A PORTION OF SECTION 15  
BLOCK 79, TOWNSHIP 3  
TEXAS AND PACIFIC RAILWAY COMPANY  
SURVEYS (SEE EXHIBIT "A")  
EL PASO COUNTY, TEXAS  
CONTAINING  
984,285.12 SQ. FT. OR 22,596.0 ACRES ±

## WETTS AND BOUNDS DESCRIPTION [Subs. "A"]

FIELD NOTE DESCRIPTION of a Portion of Section 15, Block 79, Township 3, Texas and Pacific Railway Company Survey, El Paso County, Texas and being more particularly described by notes and bounds as follows:

COMMENCING FOR REFERENCE at a found nail and corner of the common Section Corner of Sections 15, 16, 17 and 18, THENCE, leaving said common Section Corner and along the common section line of Sections 15 and 16, North 02° 27' 00" East, a distance of 1964.36 feet to a set nail for corner at the POINT OF BEGINNING of the herein described parcel.

THENCE, continuing along said common Section line of Sections 15 and 16, North 02° 27' 00" East, a distance of 1309.58 feet to a set iron rod for corner.

THENCE, leaving said common Section line, South 06° 55' 55" East, a distance of 669.65 feet to a set iron rod for corner.

THENCE, South 02° 27' 36" West, a distance of 654.80 feet to a set iron rod for corner.

THENCE, South 06° 55' 44" East, a distance of 332.20 feet to a set iron rod for corner.

THENCE, South 02° 27' 36" West, a distance of 654.82 feet to a set iron rod for corner.

THENCE, North 06° 55' 55" West, a distance of 332.18 feet to a set iron rod for corner.

THENCE, North 02° 27' 34" East, a distance of 327.40 feet to a set iron rod for corner.

THENCE, North 06° 55' 39" West, a distance of 332.20 feet to a set iron rod for corner.

THENCE, South 02° 27' 37" West, a distance of 327.40 feet to a set iron rod for corner.

THENCE, North 06° 55' 55" West, a distance of 335.34 feet to the POINT OF BEGINNING of the herein described parcel and containing 984,285.12 square feet or 22,596.0 Acres of land more or less.

LEGEND	
—	LINE OF ROAD
—	CONCRETE
—	CONCRETE DRIVE
—	DRIVE
—	RAILROAD RIGHT-OF-WAY
—	RAILROAD
—	POWER POLE
—	POLE
—	RAILROAD
—	RAILROAD
—	RAILROAD



**CONSULTING COMPANY**  
1790 N. LEE TREVINO DR. SUITE 503  
EL PASO, TEXAS 79936  
TEL (915) 633-6422

GRAPHIC SCALE

( IN FEET )  
1 Inch = 100 Feet

EXHIBIT  
**B**

ALL STATE LEGAL

4.2

THE STATE OF TEXAS     )  
                                      )  
COUNTY OF EL PASO     )

**ANNEXATION AGREEMENT**  
**SUAX17-00001**

**THIS AGREEMENT** made and entered into this 8<sup>th</sup> day of January 2019, by and between the City of El Paso, Texas, a Municipal Corporation, of the County of El Paso in the State of Texas (hereinafter referred to as "City"), and Cuesta Del Sol, Inc. (hereinafter referred to as "Owner");

**WHEREAS**, Owner is the owner-of-record of 22.596 acres of real property described in Exhibit "A" and Exhibit "B" that is attached to this annexation agreement (which real property is hereinafter referred to as "Property"), and which Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and,

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

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

**WHEREAS**, the attached Service Plan, described as Exhibit "D", identifies the municipal services to be extended to the Property upon annexation; and,

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

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

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

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

## Exhibit "C"

1. No off premise signs shall exist on the Property at the time of annexation.
2. The Owner shall provide a ten (10) foot landscaped parkway at the rear of any double frontage residential lots that abut Cevalia Avenue.
3. The Owner shall provide for future access to adjacent vacant areas to the north, east, and south, by stubbing local streets for future extension.
4. The Owner shall improve the entire width of all rights-of-way to be dedicated. Half-streets or other portions of right-of-way width shall not be included in the annexation request.
5. The Owner, at its sole expense, shall improve the dedicated right-of-way to current standards in Title 19 and the City's Design Standards for Construction to complete Cevalia Avenue as a Minor Arterial roadway, and to extend a north-south-oriented thoroughfare as a Major Arterial roadway. The Owner shall not be entitled to any costs or expense for construction of the road to include but not limited to request for overwidth payment reimbursement.
6. The Owner, at its sole expense, shall construct buffered bike lanes on a through-travelling north-south-oriented street, as recommended in the City of El Paso Comprehensive Bike Plan.
7. Owner understands that a Traffic Impact Analysis (TIA) is required in accordance with Title 19 at the time of platting, and by Title 20 at the time of zoning if the property is rezoned to a more intense use or to a use that has the potential to increase the traffic impact on the adjacent traffic infrastructure. Owner agrees to be responsible for constructing or contributing to the cost of construction of the traffic mitigation signalization and traffic calming devices ("Improvements") which the TIA indicates are necessary, attributable and proportional (the Owner's proportionate share) to the development of the Property.
8. The Owner shall reimburse the City for all costs incurred by the City to complete the public notification procedures required by applicable sections of Title 2, Subtitle C, Chapter 43 of the Texas Local Government Code.
9. An annexation fee of \$820 per dwelling unit shall be assessed at the time of plat recordation.
10. Upon platting of the annexation area the Owner shall dedicate land within the annexation area for a public park. The amount of parkland to be dedicated shall be calculated according to the rate provided in Title 19.20.030 (Parkland calculation).

Three: Owner hereby agrees that within 90 days of the passage of the ordinance annexing Property, Owner shall apply for a subdivision plat in accordance with the procedures of Title 19 (Subdivisions) of the Code.

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

<i>Meter Size</i>	<i>Meter Capacity Ratio</i>	<i>(in Dollars \$)</i>	<i>(in Dollars \$)</i>
		<i>Water</i>	<i>Wastewater</i>
<i>Less than 1"</i>	<i>1.00</i>	<i>697.00</i>	<i>920.00</i>
<i>1"</i>	<i>1.67</i>	<i>1,163.00</i>	<i>1,537.00</i>
<i>1½"</i>	<i>3.33</i>	<i>2,321.00</i>	<i>3,065.00</i>

Exhibit "C"

2"	5.33	3,714.00	4,905.00
3"	10.00	6,968.00	9,203.00
4"	16.67	11,615.00	15,341.00
6"	33.33	23,223.00	30,672.00
8"	53.33	37,158.00	49,077.00
10"	76.67	40,046.00	52,196.00
12"	143.33	74,899.00	98,924.00

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

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

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

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

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

(Intentionally left blank)



Exhibit "C"

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

Copy to: City Clerk  
Same Address as above

- (2) El Paso Water-Public Service Board  
Attn: President/CEO  
1154 Hawkins Boulevard  
El Paso, TX 79925

- (3) OWNER: Cuesta Del Sol, Inc.  
11331 James Watt Drive, Bldg. F200  
El Paso, Texas 79925-1178

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

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

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

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

## Exhibit "C"

breach within said period, then the Non-Defaulting Party may pursue any remedy provided at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

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

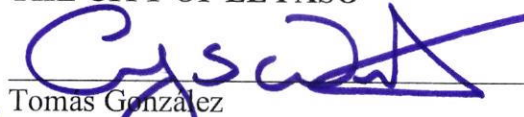
**Counterparts:** It is understood and agreed that this Agreement may be executed in any number of counterparts, each which shall be deemed an original for all purposes.

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

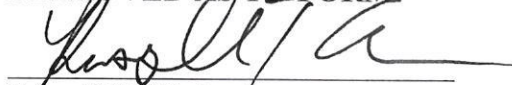
**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

APPROVED on this 8th day of January, 2019.


THE CITY OF EL PASO

  
for Tomas Gonzalez  
City Manager

APPROVED AS TO FORM:

  
Russell T. Abeln  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
Philip F. Etiwe, Director  
Planning & Inspections Department

CITY CLERK DEPT  
2019 JUL 30 AM 10:40

## APPROVED AS TO FORM:

EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARDJean B. Karkhan  
General CounselJohn Balliew, President/CEO

## ACKNOWLEDGEMENT

STATE OF TEXAS )

COUNTY OF EL PASO )

*Can't  
Wait  
For* This instrument was acknowledged before me on the 8<sup>th</sup> day of January 2019,  
by Tomás González, as City Manager of the City of El Paso, Texas

Mary Katz  
Notary Public, State of TexasMary Katz  
Notary's Printed or Typed Name06-04-2022  
My Commission Expires:

## ACKNOWLEDGEMENT

STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument was acknowledged before me on the 17 day of June, 2019, by,  
John Balliew, as President/CEO of the El Paso Water-Public Service Board.

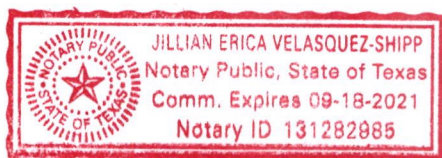
Jillian Erica Velasquez-Shipp  
Notary Public, State of TexasJillian Erica Velasquez-Shipp  
Notary's Printed or Typed Name9/18/21  
My Commission Expires:



Exhibit "C"

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 2  
day of May, 2019.

Owner(s): Cuesta Del Sol, Inc.

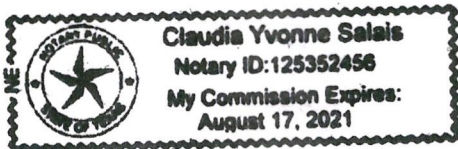
By: [Signature]

Title: Pres.

ACKNOWLEDGEMENT

STATE OF TEXAS           )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on the 2nd day of May, 2019, by  
Joseph O'Leary, as President of Cuesta Del Sol, Inc.



[Signature]  
Notary Public, State of Texas

Claudia Y. Salais  
Notary's Printed or Typed Name

August 17, 2021  
My Commission Expires:

## Exhibit "C"

### Exhibit A Metes and Bounds Description

Being a Portion of Section 15,  
Block 79, Township 3,  
Texas and Pacific Railway Company Surveys  
El Paso County, Texas

December 15, 2016

#### METES AND BOUNDS DESCRIPTION Exhibit "A"

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**THENCE**, continuing along said common Section line of Sections 15 and 16, North 02° 22' 00" East, a distance of 1309.58 feet to a set iron rod for corner;

**THENCE**, leaving said common Section line, South 86° 55' 53" East, a distance of 669.65 feet to a set iron rod for corner;

**THENCE**, South 02° 27' 34" West, a distance of 654.80 feet to a set iron rod for corner;

**THENCE**, South 86° 55' 44" East, a distance of 332.20 feet to a set iron rod for corner;

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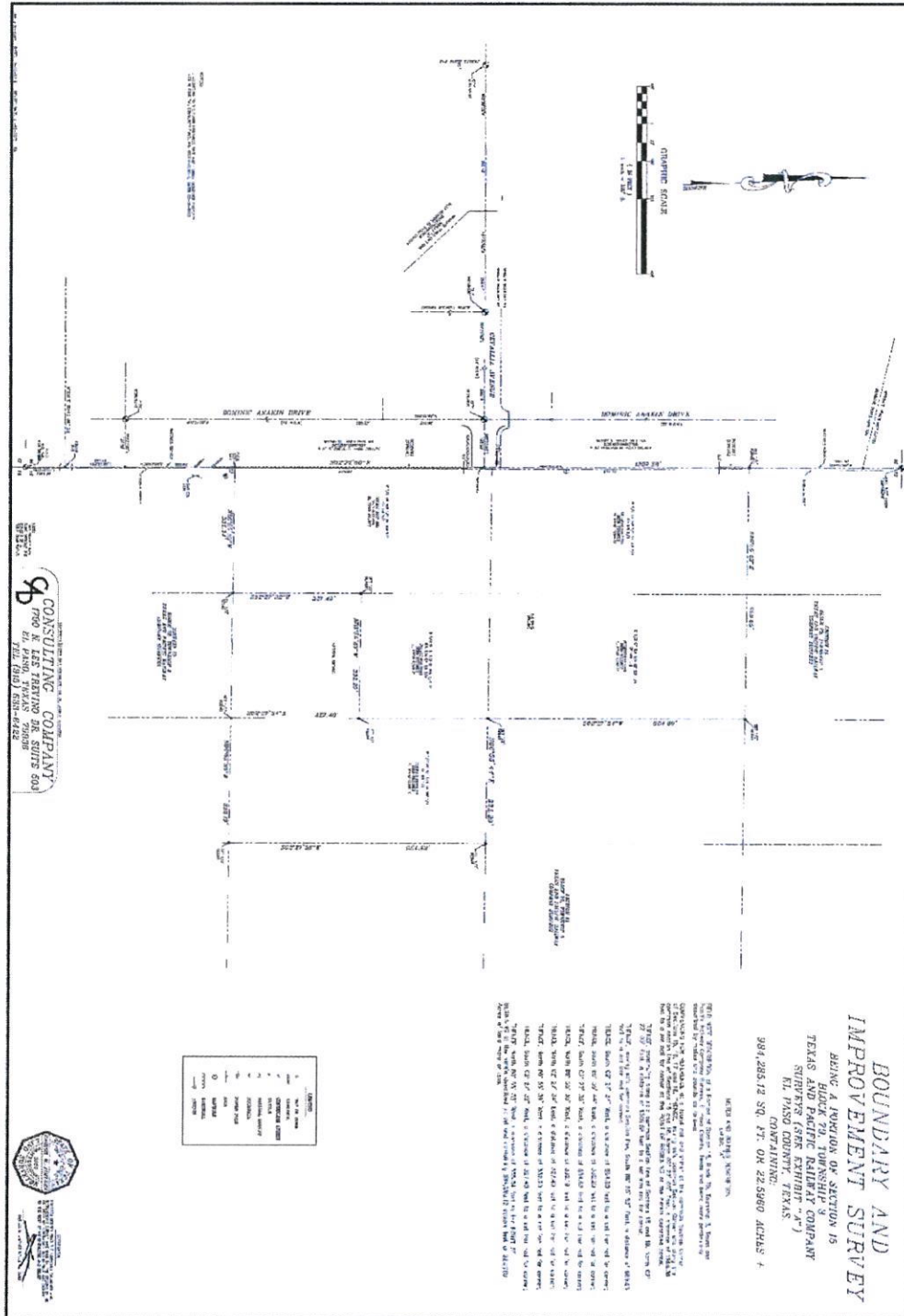
**THENCE**, South 02° 27' 32" West, a distance of 327.40 feet to a set iron rod for corner;

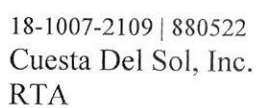
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Carlos M. Jimenez  
Registered Professional Land Surveyor  
Texas No. 3950

CAD CONSULTING COMPANY.  
1790 Lee Trevino Suite #503  
El Paso, Texas 79936  
(915) 633-6422  
J:\M&B\2016\16-2384.wpd

Exhibit B  
Survey Map





**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 of the Texas Local Government Code. This Plan is made specifically for a 22.596-acre property located in the City's East Extraterritorial Jurisdiction (ETJ). A Portion of Section 15, Block 79, Township 3, Texas & Pacific Railway 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 Annexation Agreement entered into by the property owners and the City, such agreement being identified as Exhibit "D" and is attached to the annexation ordinance.

The City reserves the right guaranteed to it by Section 43.056(h) 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;

## Exhibit "C"

- 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 and fire prevention 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 El Paso Solid Waste Management 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:
  - garbage collection - once a week in accordance with established policies of the City;
  - dead animal collection - dead animals are removed from roadways upon request.

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.
- e. Maintenance of Roads and Streets, Including Street Lighting. The City's Public Works Department will maintain public streets over which the City has jurisdiction. These services include:
  - Ongoing Utility bills for:
    1. Electricity for street lights
    2. Water for dedicated landscaped medians, parkways and/or roundabouts
  - Repair and maintenance of public streets and infrastructure on as-needed basis and in accordance with established policies of the City
    1. Maintenance of roadways, street lights, signalization, signs, striping and markings
    2. Maintenance of dedicated landscaped medians, parkways and/or roundabouts
    3. Street sweeping of roadways
  - Emergency pavement repair
  - Ice and snow remediation on major thoroughfares
- f. Maintenance of Parks, Playgrounds, and Swimming Pools. No public recreation facilities will be located within the annexation area however, the nearest public neighborhood park is located 807 feet from the annexed area.

## 2. Additional Services

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

- a. Drainage Services. El Paso Water Public Service Board will provide drainage maintenance in the annexation area in accordance with established policies of the City. Services include:



## Exhibit "C"

- 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 Land Development Division of the Planning & Inspections Department of the City of El Paso:

- watershed development review and inspection;
  - flood plain office (information relating to flood plains).
- b. 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.
- c. Planning & Inspection Department. All inspection services now provided within the City, including building, electrical, plumbing, gas, engineering, housing, and environmental will be extended to the annexed area on the effective date of annexation.
- d. City-County Health Department. All of the City-County Health services codes and regulations will be extended to the annexed area on the effective date of annexation.
- e. Planning and Zoning. The planning and zoning jurisdiction of the City will be extended to the annexed area on the effective date of annexation. All land annexed shall be classified in the R-F zoning district pending a public hearing by the City Plan Commission on the appropriate zoning classification and action by the City Council. Such hearing shall be held within sixty days after the effective date of annexation and such action shall be taken by the City Council within thirty days after the last adjournment of the public hearing.
- f. Other Services. All other City Departments with jurisdiction in the area will provide services 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 years of the effective date of the annexation and shall be substantially completed within 4 1/2 years after that date. Construction of any capital improvement within the annexation area will be done accordance with the established policies of the City.

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

## Exhibit "C"

- e. Roads and Streets. No road or street related capital improvements are necessary at this time. In general, the City will acquire control and jurisdiction of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures.
- f. Parks, Playgrounds and Swimming Pools. No capital improvements are necessary to serve the annexed area.
- g. Drainage Facilities. No capital improvements are necessary to serve the annexed area
- h. Street Lighting. 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. 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. Additional capital improvements are not necessary to provide City services.
- j. Capital Improvement Planning. The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services in accordance with established policies of the City.

### **AMENDMENT: GOVERNING LAW**

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

### **FORCE MAJEURE**

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



## **MEMORANDUM**

**DATE:** July 30, 2019

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

**FROM:** Harrison Plourde, Senior Planner

**SUBJECT:** SUAX17-00001 Cuesta del Sol Annexation

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The proposed Cuesta del Sol annexation request was scheduled for the City Plan Commission (CPC) on July 11, 2019. The CPC recommended **approval** of the proposed annexation request.

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

**Applicant:** Cuesta del Sol, Inc.

**Attachments:** CPC Staff Report

# Cuesta Del Sol Annexation



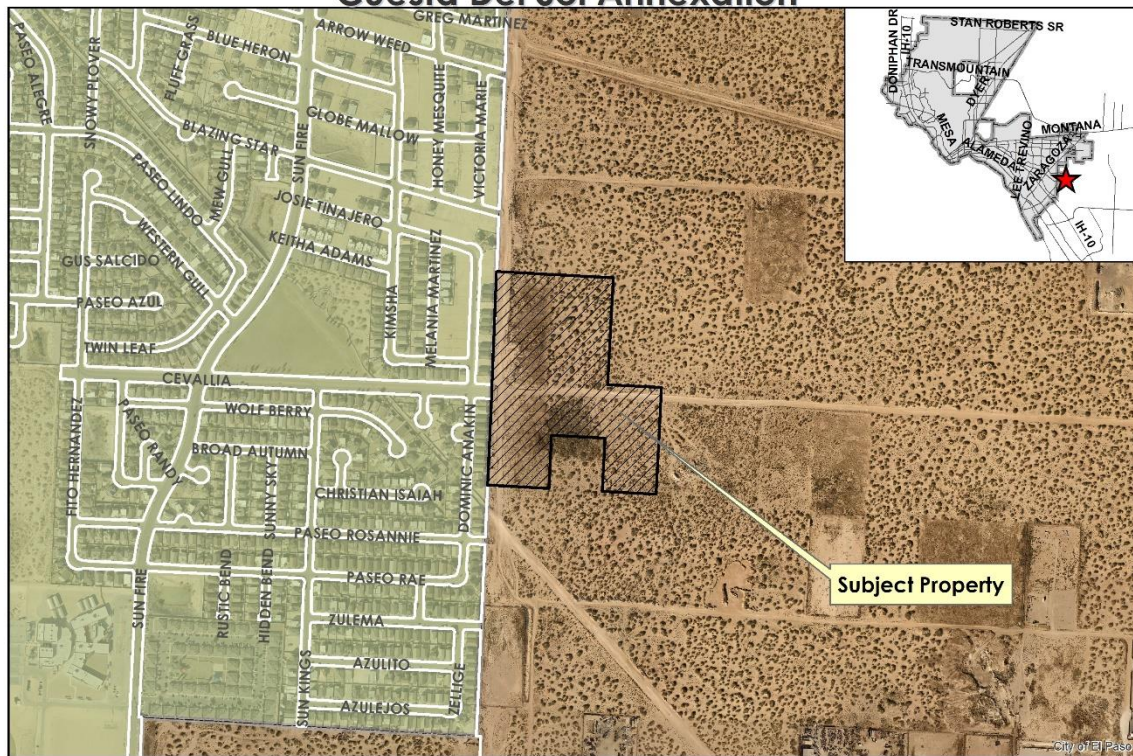
City Plan Commission — 7/11/2019

**CASE NUMBER:** SUAX17-00001  
**CASE MANAGER:** Harrison Plourde, 212-1584, PlourdeHT@elpasotexas.gov  
**PROPERTY OWNER:** Cuesta Del Sol, Inc.  
**REPRESENTATIVE:** CEA Group  
**LOCATION:** North of Pellicano Drive and East of Dominic Anakin Drive (adjacent to District 6)  
**PROPERTY AREA:** 22.596 acres  
**REQUEST:** Annexation  
**RELATED APPLICATIONS:** See Page 4  
**PUBLIC INPUT:** None

**SUMMARY OF REQUEST:** The applicant is requesting to annex approximately 22.596 acres of land located within the City of El Paso's extraterritorial jurisdiction (ETJ).

**SUMMARY OF STAFF RECOMMENDATION:** Planning staff recommends **APPROVAL** of the request. The proposed annexation is consistent with the City's Annexation Policy.

## Cuesta Del Sol Annexation



This map is designed for illustrative purposes only. The features depicted here are approximate and more specific studies may be required to draw accurate conclusions. Planners will use this map to assess greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property

0 250 500 1,000 1,500 2,000 Feet



Subject property relative to City limits



<b>COMPLIANCE WITH PLAN EL PASO – When evaluating whether a proposed annexation is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed area/development is compatible with the Future Land Use designation for the property:</p> <p><b><u>O-6, Potential Annexation:</u></b> This sector applies to potentially developable land that is not needed for urban expansion at this time but is available if expansion is needed. Land can be redesignated from O-6 to a growth sector through a formal amendment to the Future Land Use Map.</p>	<p><i>Plan El Paso</i> recommends the modification of City regulations to create conditions through which O-6 designated land would not be needed for residential demand before 2035. However, the City annexation policy, which has not been updated since the adoption of <i>Plan El Paso</i>, states that areas for voluntary annexation should meet a minimum set of requirements that do not reflect or incorporate <i>Plan El Paso</i> recommendations. The applicant has submitted an application requesting a change to the G-4, Suburban Future Land Use designation, which matches the designation on land within the City immediately to the west.</p>
<p><b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested annexation.</p>	<p>Development of the subject property will ensure the extension of two arterial streets.</p>
<p><b>Natural Environment:</b> Anticipated effects on the natural environment.</p>	<p>The subject property is undeveloped natural land. No arroyos or uniquely sensitive conditions existing on the property.</p>
<p><b>Stability:</b> Whether the area is stable or in transition.</p>	<p>The neighborhoods to the west of the subject property have been developed within the last 15 years as predominantly single-family detached residential lots – the proposed development will continue this development pattern.</p>

### **CONSISTENCY WITH THE CITY'S ANNEXATION POLICY**

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

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

The Generalized Plot Plan provided by the applicant indicates the landowners' intent to develop the property as a residential subdivision including single-family detached housing exclusively. While this proposal does not provide a mixture of land uses, it is consistent with the development pattern present in the City immediately to the west of the subject property.

The plan does include a network of streets that will connect to the existing grid, including the extension of the east-west travelling Minor Arterial, Cevalia Drive, and the inclusion of a north-south travelling Major Arterial to be extended in the future, as per the City's Major Thoroughfare Plan. Several of the local streets proposed within the subject property are designed as stub streets, allowing them to be extended in the future by neighboring developments.

The only dedicated infrastructure for alternative transit options is proposed for the unnamed north-south travelling Major Arterial, which will include buffered bike lanes, as suggested on the City's Comprehensive Bike Plan. The inclusion of the north-south travelling Major Arterial, and the buffered bike lanes thereon, are included in the proposed annexation agreement as conditions with which the applicant must comply in order to be granted annexation.



**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** All facilities, services and infrastructure will need to be extended to develop the property. The applicant will construct all streets needed to provide vehicular access. Provision of other services shall be required as per the Service Plan. The applicant will need to coordinate with EPWater to provide water and sewer service to the property.

**RELATED APPLICATIONS:** The annexation agreement associated with this property is in process, and is anticipated to reach City Council for approval prior to the annexation ordinance. Additionally, the Planning division has two other applications in process for the subject property. Firstly, an amendment to the Future Land Use Map (PLCP19-00001) requesting the subject property be designated G-4, Suburban. Upon annexation, the property will be zoned R-F (Ranch-Farm), as per City code; in order to allow for the proposed development, the applicant has requested a rezoning (PZRZ19-00017) to R-3A (Residential).

**CITY PLAN COMMISSION OPTIONS:**

The CPC has advisory responsibility over annexation matters. In evaluating the request, the CPC must determine the following:

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

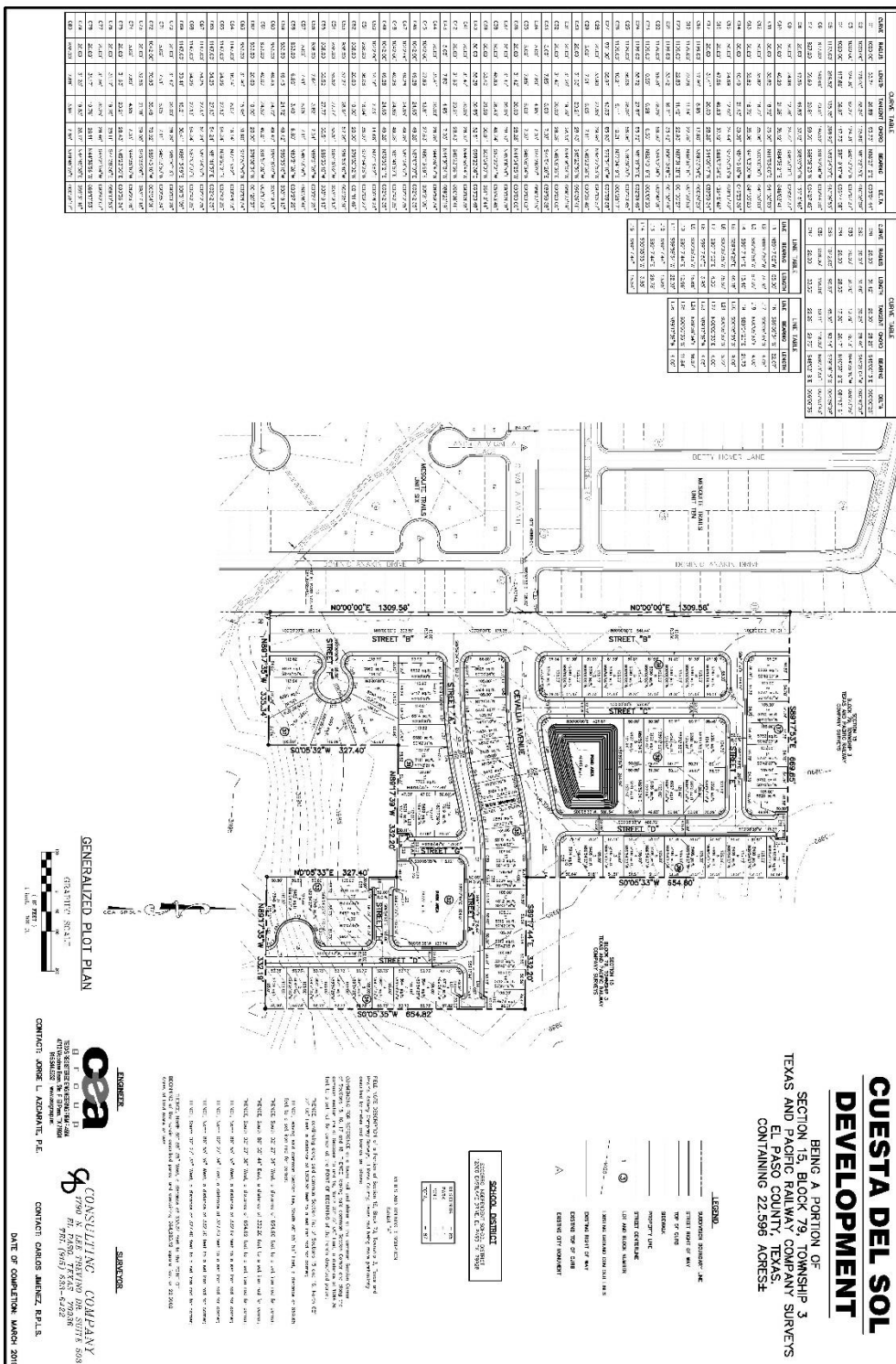
The CPC may take any of the following actions:

1. **Recommend Approval** of the annexation, finding that the requested annexation is in conformance with the review criteria of *Plan El Paso* and the City's annexation policy, as reflected in the Staff Report. (Staff Recommendation)
2. **Recommend Approval of the annexation With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* and/or the City's annexation policy, as reflected in the Staff Report.
3. **Recommend Denial** of the annexation, finding that the request does not conform to the review criteria of *Plan El Paso* and the City's annexation policy, as reflected in the Staff Report.

**ATTACHMENTS:**

1. Generalized Plot Plan
2. Draft Ordinance
3. Metes and Bounds Description
4. Survey Map

## ATTACHMENT 1



# ATTACHMENT 2

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

**AN ORDINANCE ANNEXING THE FOLLOWING REAL PROPERTY DESCRIBED AS A PORTION OF SECTION 15, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.**

**WHEREAS**, Cuesta Del Sol, Inc. (owner of record), is the owner of approximately 22.596 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 Owner 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 an Amended Annexation Agreement on July 23, 2019, attached as Exhibit "C", which governs the development of the property after the annexation; and,

**WHEREAS**, the Annexation Agreement includes a Service Plan that 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 August 20, 2019 at which persons interested in the annexation were given the opportunity to be heard; and that no person voiced opposition to the annexation; and,

**WHEREAS**, the City Plan Commission reviewed and recommended approval of the annexation at their public hearing meeting held on July 11, 2019; 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 15, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas, and more particularly described in Exhibit "A" and Exhibit "B".

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**THE CITY OF EL PASO:**

\_\_\_\_\_  
Dee Margo  
Mayor

(Signatures on the following page)

**ORDINANCE NO.** \_\_\_\_\_  
18-1007-2109 | 904049  
Cuesta Del Sol, Inc.-ordinance  
RTA

**SUAX17-00001**

# **ATTACHMENT 2**

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe  
Planning & Inspections Department

(Exhibits on the following page)

**ORDINANCE NO.** \_\_\_\_\_  
18-1007-2109 | 904049  
Cuesta Del Sol, Inc.-ordinance  
RTA

**SUAX17-00001**



**EXHIBIT "A"**

Being a Portion of Section 15,  
Block 79, Township 3,  
Texas and Pacific Railway Company Surveys  
El Paso County, Texas

December 15, 2016

**METES AND BOUNDS DESCRIPTION**

Exhibit "A"

**FIELD NOTE DESCRIPTION** of a Portion of Section 15, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

**COMMENCING FOR REFERENCE** at a found nail and shiner at the common Section Corner of Sections 15, 16, 17 and 18. **THENCE**, leaving said common Section Corner and along the common section line of Sections 15 and 16, North 02° 22' 00" East, a distance of 1964.36 feet to a set nail for corner at the **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, continuing along said common Section line of Sections 15 and 16, North 02° 22' 00" East, a distance of 1309.58 feet to a set iron rod for corner;

**THENCE**, leaving said common Section line, South 86° 55' 53" East, a distance of 669.65 feet to a set iron rod for corner;

**THENCE**, South 02° 27' 34" West, a distance of 654.80 feet to a set iron rod for corner;

**THENCE**, South 86° 55' 44" East, a distance of 332.20 feet to a set iron rod for corner;

**THENCE**, South 02° 27' 36" West, a distance of 654.82 feet to a set iron rod for corner;

**THENCE**, North 86° 55' 35" West, a distance of 332.19 feet to a set iron rod for corner;

**THENCE**, North 02° 27' 34" East, a distance of 327.40 feet to a set iron rod for corner;

**THENCE**, North 86° 55' 39" West, a distance of 332.20 feet to a set iron rod for corner;

**THENCE**, South 02° 27' 32" West, a distance of 327.40 feet to a set iron rod for corner;

**THENCE**, North 86° 55' 35" West, a distance of 335.34 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 984,285.12 square feet or 22.5960 Acres of land more or less.

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

CAD CONSULTING COMPANY.  
1790 Lee Trevino Suite #503  
El Paso, Texas 79936  
(915) 633-6422  
JAM&B\2016\16-2384.wpd

BEING A PORTION OF SECTION 15  
BLOCK 79, TOWNSHIP 3  
TEXAS AND PACIFIC RAILWAY COMPANY  
SURVEYS (SEE EXHIBIT "A")  
EL PASO COUNTY, TEXAS

of the two papers in the same issue.



5. The following are the names of the persons who have been appointed to the various positions in the organization of the American Society of International Law:



**71210** **Q27** **Q28** **Q29** **Q30** **Q31** **Q32** **Q33** **Q34** **Q35** **Q36** **Q37** **Q38** **Q39** **Q40** **Q41** **Q42** **Q43** **Q44** **Q45** **Q46** **Q47** **Q48** **Q49** **Q50** **Q51** **Q52** **Q53** **Q54** **Q55** **Q56** **Q57** **Q58** **Q59** **Q60** **Q61** **Q62** **Q63** **Q64** **Q65** **Q66** **Q67** **Q68** **Q69** **Q70** **Q71** **Q72** **Q73** **Q74** **Q75** **Q76** **Q77** **Q78** **Q79** **Q80** **Q81** **Q82** **Q83** **Q84** **Q85** **Q86** **Q87** **Q88** **Q89** **Q90** **Q91** **Q92** **Q93** **Q94** **Q95** **Q96** **Q97** **Q98** **Q99** **Q100** **Q101** **Q102** **Q103** **Q104** **Q105** **Q106** **Q107** **Q108** **Q109** **Q110** **Q111** **Q112** **Q113** **Q114** **Q115** **Q116** **Q117** **Q118** **Q119** **Q120** **Q121** **Q122** **Q123** **Q124** **Q125** **Q126** **Q127** **Q128** **Q129** **Q130** **Q131** **Q132** **Q133** **Q134** **Q135** **Q136** **Q137** **Q138** **Q139** **Q140** **Q141** **Q142** **Q143** **Q144** **Q145** **Q146** **Q147** **Q148** **Q149** **Q150** **Q151** **Q152** **Q153** **Q154** **Q155** **Q156** **Q157** **Q158** **Q159** **Q160** **Q161** **Q162** **Q163** **Q164** **Q165** **Q166** **Q167** **Q168** **Q169** **Q170** **Q171** **Q172** **Q173** **Q174** **Q175** **Q176** **Q177** **Q178** **Q179** **Q180** **Q181** **Q182** **Q183** **Q184** **Q185** **Q186** **Q187** **Q188** **Q189** **Q190** **Q191** **Q192** **Q193** **Q194** **Q195** **Q196** **Q197** **Q198** **Q199** **Q200** **Q201** **Q202** **Q203** **Q204** **Q205** **Q206** **Q207** **Q208** **Q209** **Q210** **Q211** **Q212** **Q213** **Q214** **Q215** **Q216** **Q217** **Q218** **Q219** **Q220** **Q221** **Q222** **Q223** **Q224** **Q225** **Q226** **Q227** **Q228** **Q229** **Q230** **Q231** **Q232** **Q233** **Q234** **Q235** **Q236** **Q237** **Q238** **Q239** **Q240** **Q241** **Q242** **Q243** **Q244** **Q245** **Q246** **Q247** **Q248** **Q249** **Q250** **Q251** **Q252** **Q253** **Q254** **Q255** **Q256** **Q257** **Q258** **Q259** **Q260** **Q261** **Q262** **Q263** **Q264** **Q265** **Q266** **Q267** **Q268** **Q269** **Q270** **Q271** **Q272** **Q273** **Q274** **Q275** **Q276** **Q277** **Q278** **Q279** **Q280** **Q281** **Q282** **Q283** **Q284** **Q285** **Q286** **Q287** **Q288** **Q289** **Q290** **Q291** **Q292** **Q293** **Q294** **Q295** **Q296** **Q297** **Q298** **Q299** **Q300** **Q301** **Q302** **Q303** **Q304** **Q305** **Q306** **Q307** **Q308** **Q309** **Q310** **Q311** **Q312** **Q313** **Q314** **Q315** **Q316** **Q317** **Q318** **Q319** **Q320** **Q321** **Q322** **Q323** **Q324** **Q325** **Q326** **Q327** **Q328** **Q329** **Q330** **Q331** **Q332** **Q333** **Q334** **Q335** **Q336** **Q337** **Q338** **Q339** **Q340** **Q341** **Q342** **Q343** **Q344** **Q345** **Q346** **Q347** **Q348** **Q349** **Q350** **Q351** **Q352** **Q353** **Q354** **Q355** **Q356** **Q357** **Q358** **Q359** **Q360** **Q361** **Q362** **Q363** **Q364** **Q365** **Q366** **Q367** **Q368** **Q369** **Q370** **Q371** **Q372** **Q373** **Q374** **Q375** **Q376** **Q377** **Q378** **Q379** **Q380** **Q381** **Q382** **Q383** **Q384** **Q385** **Q386** **Q387** **Q388** **Q389** **Q390** **Q391** **Q392** **Q393** **Q394** **Q395** **Q396** **Q397** **Q398** **Q399** **Q400** **Q401** **Q402** **Q403** **Q404** **Q405** **Q406** **Q407** **Q408** **Q409** **Q410** **Q411** **Q412** **Q413** **Q414** **Q415** **Q416** **Q417** **Q418** **Q419** **Q420** **Q421** **Q422** **Q423** **Q424** **Q425** **Q426** **Q427** **Q428** **Q429** **Q430** **Q431** **Q432** **Q433** **Q434** **Q435** **Q436** **Q437** **Q438** **Q439** **Q440** **Q441** **Q44**

**Legend**

■ up credit  
■ down credit  
□ over-paying money  
□ getting  
□ additional money  
□ additional  
□ paying price  
□ gain  
□ additional  
□ over-bid  
□ additional



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