

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

DEPARTMENT: Planning and Inspections Department

AGENDA DATE: July 23, 2019

PUBLIC HEARING DATE: August 6, 2019

CONTACT PERSON NAME AND PHONE NUMBER: Philip Etiwe, (915) 212-1553
Karina Brasgalla; (915) 212-1604

DISTRICT(S) AFFECTED: 5

STRATEGIC GOAL: 3

SUBGOAL: 3.3

SUBJECT:

APPROVE an Ordinance annexing the following real property described as a Portion of Triumph Street, Horizon Estates Unit 54, El Paso County, Texas.
SUAX17-00003 (Adjacent to District 5)

BACKGROUND / DISCUSSION:

City Plan Commission (CPC) recommended unanimous approval on July 11, 2019. The 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:

The Tierra Del Este Unit Eighty-Three Roundabout Annexation Agreement was approved by Council on June 25, 2019.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD: Philip Etiwe, Director
Planning & Inspections Department



ORDINANCE NO. _____

AN ORDINANCE ANNEXING THE REAL PROPERTY DESCRIBED AS 0.2203 ACRES PORTION OF TRIUMPH STREET, HORIZON CITY ESTATES UNIT FIFTY FOUR, LOCATED EAST OF JOHN HAYES STREET AND SOUTH OF PEBBLE HILLS BOULEVARD EL PASO COUNTY, TEXAS.

WHEREAS, the County of El Paso, wishes to annex 0.2203 acres of real property located East of John Hayes Street and South of Pebble Hills Boulevard; and,

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

WHEREAS, the County of El Paso desires that the Property be annexed to the City in order to provide adequate and efficient improvements and facilities; and

WHEREAS, Ranchos Real Land Holdings, LLC, (hereinafter referred to as "Developer"), has agreed to be responsible for all costs relating to annexation and right-of-way improvements as described herein; and

WHEREAS, the City of El Paso, the County of El Paso, and Ranchos Real Land Holdings, LLC, have entered into an Annexation Agreement on June 25, 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, a public hearing was held on July 11, 2019 and at which persons interested in the annexation were given the opportunity to be heard; and,

WHEREAS, the City Plan Commission reviewed and recommended approval of the annexation and at their public hearing meeting held on August 6, 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 the 0.2203 acres of real property described as a portion of Triumph Street, Horizon City Estates Unit Fifty Four located East of John Hayes Street and South of Pebble Hills Boulevard, El Paso County, Texas, and more particularly described in Exhibit "A" and Exhibit "B" attached to this Ordinance.

ADOPTED this _____ day of _____, 2019.

[Signatures begin on the following page]

THE CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe
Planning & Inspections Department

EXHIBIT A

Prepared For: Southwest Land Development Services
May 31, 2017
TDE 83 Round-About Annexation

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a 0.2203 Acres Portion of Triumph Street, Horizon City Estates Unit Fifty Four, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found nail at the centerline intersection of John Hayes St. and Montwood Dr. from which an existing brass disk city monument at the centerline intersection of Montwood Drive and Honey Dew St. bears, South 89°59'32" West a distance of 1453.07 feet, Thence South 89°56'16" East a distance of 2459.57 feet to a set 1/2" rebar on the northerly right-of-way line of Triumph Street out of Horizon City Estates Unit Fifty Four as recorded in Volume 32, Page 3, Plat records of El Paso County, Texas for the "TRUE POINT OF BEGINNING".

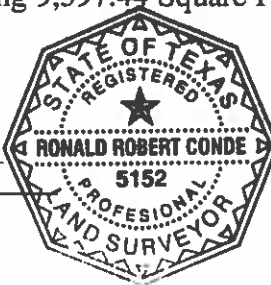
Thence along said right-of-way line, North 89°59'32" East a distance of 397.14 feet to a set 1/2" rebar;

Thence leaving said right-of-way line, 174.64 feet along the arc of a curve to the left which has a radius of 647.00 feet a central angle of 15°27'57" a chord which bears South 74°27'01" West a distance of 174.11 feet to a set 1/2" rebar for a point of reverse curve;

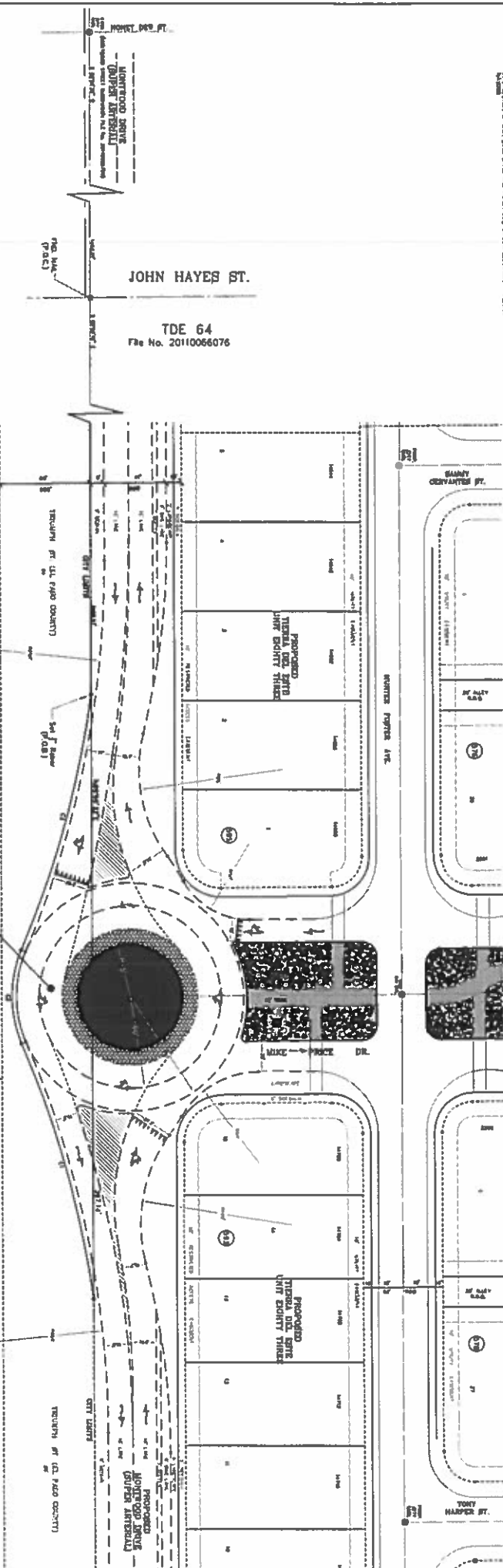
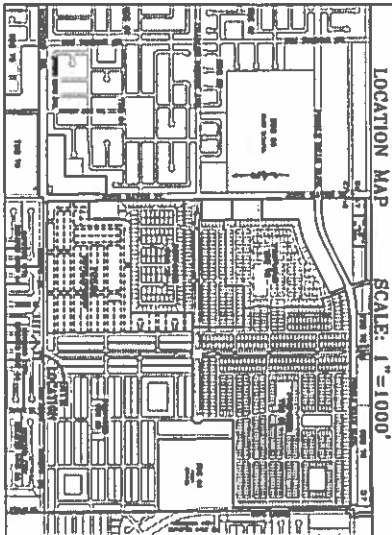
Thence, 63.37 feet along the arc of a curve to the right which has a radius of 78.00 feet a central angle of 46°32'58" a chord which bears South 89°59'32" West a distance of 61.64 feet to a set 1/2" rebar for a point of reverse curve;

Thence, 1174.64 feet along the arc of a curve to the left which has a radius of 647.00 feet a central angle of 15°27'57" a chord which bears North 74°27'57" West a distance of 174.11 feet to the "TRUE POINT OF BEGINNING" and containing 9,597.44 Square Feet or 0.2203 acres of land more or less.


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 FIRM# 10078100

[illegible]

CLIFFE TABLE				
CLIFFE	BARBERS	WENTON	CLIFFE	BARBERS
1	10.10	10.10	10.10	10.10
2	10.10	10.10	10.10	10.10
3	10.10	10.10	10.10	10.10
4	10.10	10.10	10.10	10.10
5	10.10	10.10	10.10	10.10
6	10.10	10.10	10.10	10.10
7	10.10	10.10	10.10	10.10
8	10.10	10.10	10.10	10.10
9	10.10	10.10	10.10	10.10
10	10.10	10.10	10.10	10.10
11	10.10	10.10	10.10	10.10
12	10.10	10.10	10.10	10.10
13	10.10	10.10	10.10	10.10
14	10.10	10.10	10.10	10.10
15	10.10	10.10	10.10	10.10
16	10.10	10.10	10.10	10.10
17	10.10	10.10	10.10	10.10
18	10.10	10.10	10.10	10.10
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20	10.10	10.10	10.10	10.10
21	10.10	10.10	10.10	10.10
22	10.10	10.10	10.10	10.10
23	10.10	10.10	10.10	10.10
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98	10.10	10.10	10.10	10.10
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100	10.10	10.10	10.10	10.10

[illegible]

209 A STREET
 BOSTON, MASSACHUSETTS 02114
 617-452-2800

5.2

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ANNEXATION AGREEMENT
SUAX17-00003

THIS AGREEMENT made and entered into this 25th day of JUNE 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 the County of El Paso (hereinafter referred to as "Owner") and Ranchos Real Land Holdings, LLC, (hereinafter referred to as "Developer");

WHEREAS, Owner is the owner-of-record of 0.2203 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, Developer has agreed to be responsible for all costs relating to annexation and right-of-way improvements as described herein; and

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

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

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

One: This Agreement is contingent on the City of El Paso approving an ordinance annexing the Property. 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 and Developer 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 Developer complete the improvements to the Property and participate in the municipal infrastructure costs and costs for providing municipal services as required in this Agreement. Owner agrees the Property may be annexed to the City for the purposes described herein. The parties agree the Owner will not be responsible for any costs related to or associated with this annexation and right of way improvement, which processes will be handled by City or Developer consistent with all applicable regulation and law. Following annexation of the Property, the City will provide the property with the services described in Exhibit "C" in the timelines described in Exhibit "C".

Two: Following annexation of the Property, the Developer will develop the Property in accordance with the rules and regulations of the City, including El Paso Water Public Service

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

1. No off premise signs shall exist on the Property at the time of annexation.
2. Property is to be used for right-of-way purposes only (Montwood Drive).
3. The area will be dedicated as right-of-way to provide the required Major Arterial roadway.
4. The Developer, at its sole expense, shall improve the dedicated right-of-way in accordance with the Tierra Del Este III Phase V Development Agreement approved on March 8, 2016 and plans approved by the City to complete Montwood Drive as a Major Arterial. The Developer shall not be entitled to recover, from the City or Owner, any costs or expense for construction of the road to include but not limited to request for overwidth payment reimbursement.
5. The Developer 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.

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

Four: If applicable, in addition to any other fees and charges required by the EPW-PSB Rules and Regulations, Developer 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.

Meter Size	Meter Capacity Ratio	Water*	Wastewater
Less than 1 inch	1.00	\$697	\$920
1 inch	1.67	\$1,163	\$1,537
1 1/2 inch	3.33	\$2,321	\$3,065
2 inch	5.33	\$3,714	\$4,905
3 inch	10.00	\$6,968	\$9,203
4 inch	16.67	\$11,615	\$15,341
6 inch	33.33	\$23,223	\$30,672
8 inch	53.33	\$37,158	\$49,077
10 inch	76.67	\$40,064	\$52,916
12 inch	143.33	\$74,899	\$98,924

***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 EPW receives an application for water and sanitary sewer services. Existing water and wastewater connections are not subject to these fees.

The Developer 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: Developer 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 Developer 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 Development Services Department of the City for validation of such non-conforming lot, use, or structure within the Property.

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

(1) CITY:	City of El Paso Attn: City Manager 300 N. Campbell El Paso, Texas 79901
Copy to:	City Clerk Same Address as above
(2)	OWNER: County of El Paso Attn: Public Works 800 E.Overland, Suite 200 El Paso, TX 79901
(3) DEVELOPER:	Ranchos Real Land Holdings, LLC 1790 Lee Trevino Dr., Ste. 3601 El Paso, TX 79936
COPY TO:	Conrad Conde Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905

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

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

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

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

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

judgment or decree shall relieve the City and the Owner from performance under such invalid provision of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF EL PASO

[Signature]
for Thomas Gonzalez
City Manager

APPROVED AS TO FORM:

[Signature]
Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]
Philip F. Etiwe, Director
Planning & Inspections Department

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 21 day of June 2019,
by Cary Westin as City Manager of the City of El Paso, Texas



[Signature]
Angel Rocha
Notary Public, State of Texas

Angel Rocha
Notary's Printed or Typed Name

06-01-22
My Commission Expires:

ACCEPTANCE AND ACKNOWLEDGMENT ON FOLLOWING PAGE

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 21st
day of MAY, 2019.

Owner(s): County of El Paso

By: Ricardo A. Samaniego
Ricardo A. Samaniego
County Judge

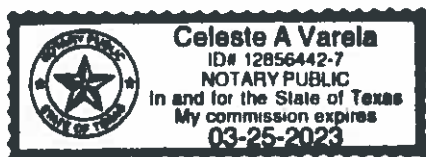
APPROVED AS TO FORM:

Erich A. Morales
Erich A. Morales
Assistant County Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 21st day of May, 2019, by
Ricardo A. Samaniego as County Judge of County of El Paso.



Celeste Varela
Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires:

ACCEPTANCE AND ACKNOWLEDGMENT ON FOLLOWING PAGE

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 16th day of May, 2019.

Developer: Ranchos Real Land Holdings, LLC

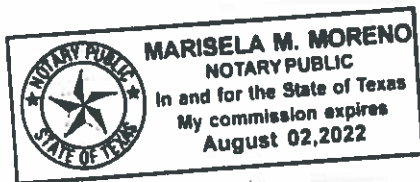
By: [Signature]

Title: MANAGER

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 16th day of May, 2019, by Douglas A. Schwartz, as Manager of Ranchos Real Land Holdings, LLC.



[Signature]
Notary Public, State of Texas

Marisela M. Moreno

Notary's Printed or Typed Name

August 2, 2022

My Commission Expires:

Exhibit A Metes and Bounds Description

Prepared For: Southwest Land Development Services
May 31, 2017
TDE 83 Round-About Annexation

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a 0.2203 Acres Portion of Triumph Street, Horizon City Estates Unit Fifty Four, El Paso County, Texas, and being more particularly described by metes and bounds as follows:


Commencing for reference at a found nail at the centerline intersection of John Hayes St. and Montwood Dr. from which an existing brass disk city monument at the centerline intersection of Montwood Drive and Honey Dew St. bears, South 89°59'32" West a distance of 1453.07 feet, Thence South 89°56'16" East a distance of 2459.57 feet to a set 1/2" rebar on the northerly right-of-way line of Triumph Street out of Horizon City Estates Unit Fifty Four as recorded in Volume 32, Page 3, Plat records of El Paso County, Texas for the "TRUE POINT OF BEGINNING".

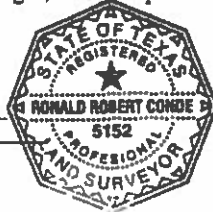
Thence along said right-of-way line, North 89°59'32" East a distance of 397.14 feet to a set 1/2" rebar;

Thence leaving said right-of-way line, 174.64 feet along the arc of a curve to the left which has a radius of 647.00 feet a central angle of 15°27'57" a chord which bears South 74°27'01" West a distance of 174.11 feet to a set 1/2" rebar for a point of reverse curve;

Thence, 63.37 feet along the arc of a curve to the right which has a radius of 78.00 feet a central angle of 46°32'58" a chord which bears South 89°59'32" West a distance of 61.64 feet to a set 1/2" rebar for a point of reverse curve;

Thence, 1174.64 feet along the arc of a curve to the left which has a radius of 647.00 feet a central angle of 15°27'57" a chord which bears North 74°27'57" West a distance of 174.11 feet to the "TRUE POINT OF BEGINNING" and containing 9,597.44 Square Feet or 0.2203 acres of land more or less.


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 FIRM# 10078100

1

**TIERRA DEL ESTE
EIGHTY THREE ROUND-ABOUT
ANNEXATION**
BEING PORTION OF TOWNSHIP 37,
HORIZON CITY ESTATER UNIT, CITY FOUR,
EL PASO COUNTY, TEXAS
CONTAINING: 9.997-44 AC. P. OR 0.22032 ACRES



Page 10 of 13

Exhibit "C"

CITY OF EL PASO ANNEXATION SERVICE PLAN

INTRODUCTION

This Service Plan (Plan) is made by the City of El Paso, Texas (City) pursuant to Chapter 43 of the Texas Local Government Code. This Plan is made specifically for a 0.2203-acre property located in the City's East Extraterritorial Jurisdiction (ETJ). A Portion of Triumph Street, out of Horizon City Estates, 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.

SERVICE COMPONENTS

This Plan includes three service components: Immediate Services Program and 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. 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 and fire prevention services in the annexation area. 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. 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:
- emergency pavement repair;
 - ice and snow monitoring of major thoroughfares
 - repair maintenance of public streets on as-needed basis and in accordance with established policies of the City.
- f. Maintenance of Parks, Playgrounds, and Swimming Pools. No public recreation facilities will be located within the annexation area however, the nearest public neighborhood park is located within 2,175 feet of the annexed area.
- g. Drainage Services. El Paso Water Utilities Public Service Board will provide drainage maintenance in the annexation area in accordance with established policies of the City. Services include:
- maintenance of existing public ponding areas and retention dams;
 - storm sewer maintenance;
 - emergency spills and pollution complaints response related to storm drainage systems;
- The following services will be provided by the City Development's Land Development Division:
- watershed development review and inspection;
 - flood plain office (information relating to flood plains).
- h. Library Department. All library services now provided to areas inside the City will be provided to the annexed area in accordance with the City's existing policies and regulations.
- i. Development Services 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.
- j. City-County Health Department. All of the City-County Health services codes and regulations will be extended to the annexed area.
- k. 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.
- l. 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.
- 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.
- 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.
- k. Library Department. No capital improvements are necessary to serve the annexed area.

MEMORANDUM

DATE: July 16, 2019

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

FROM: Karina Brasgalla, Senior Planner

SUBJECT: SUAX17-00003 Tierra Del Este Unit Eighty-Three Roundabout Annexation

The proposed Tierra Del Este Unit Eighty-Three Roundabout Annexation was scheduled for the City Plan Commission (CPC) on July 11, 2019. The CPC recommended **approval** of the proposed annexation.

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: Ranchos Real Land Holdings, LLC
Owner: El Paso County
Attachments: CPC Staff Report



Tierra Del Este Unit 83 Roundabout Annexation

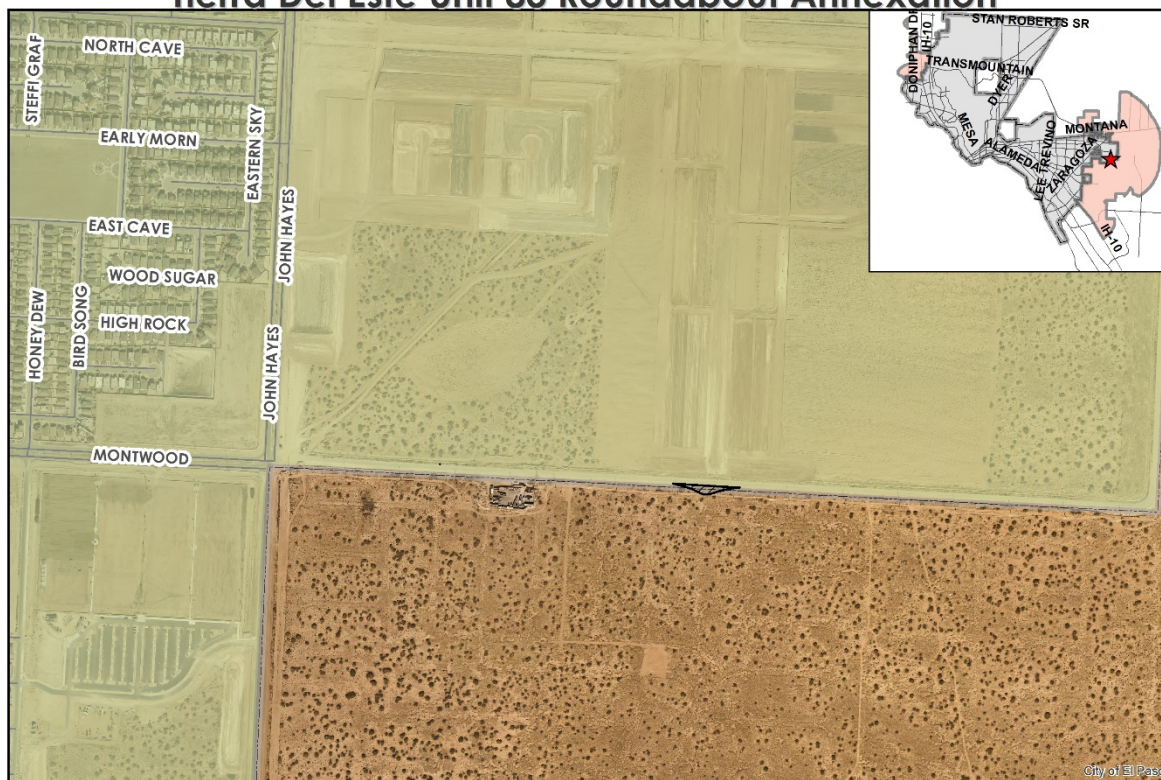
City Plan Commission — 7/11/2019

CASE NUMBER:	SUAX17-00003
CASE MANAGER:	Karina Brascgalla, (915) 212-1604, BrascgallaKX@elpasotexas.gov
PROPERTY OWNER:	El Paso County
REPRESENTATIVE:	Conde, Inc.
LOCATION:	South of Pebble Hills and East of John Hayes, adjacent to District 5
PROPERTY AREA:	0.2203 acres
REQUEST:	Approval of annexation
RELATED APPLICATIONS:	See Page 4
PUBLIC INPUT:	None received

SUMMARY OF REQUEST: The applicant is requesting to annex approximately 0.22 acres of land located within the City of El Paso's Extraterritorial Jurisdiction (ETJ).

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

Tierra Del Este Unit 83 Roundabout Annexation



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



Subject Property

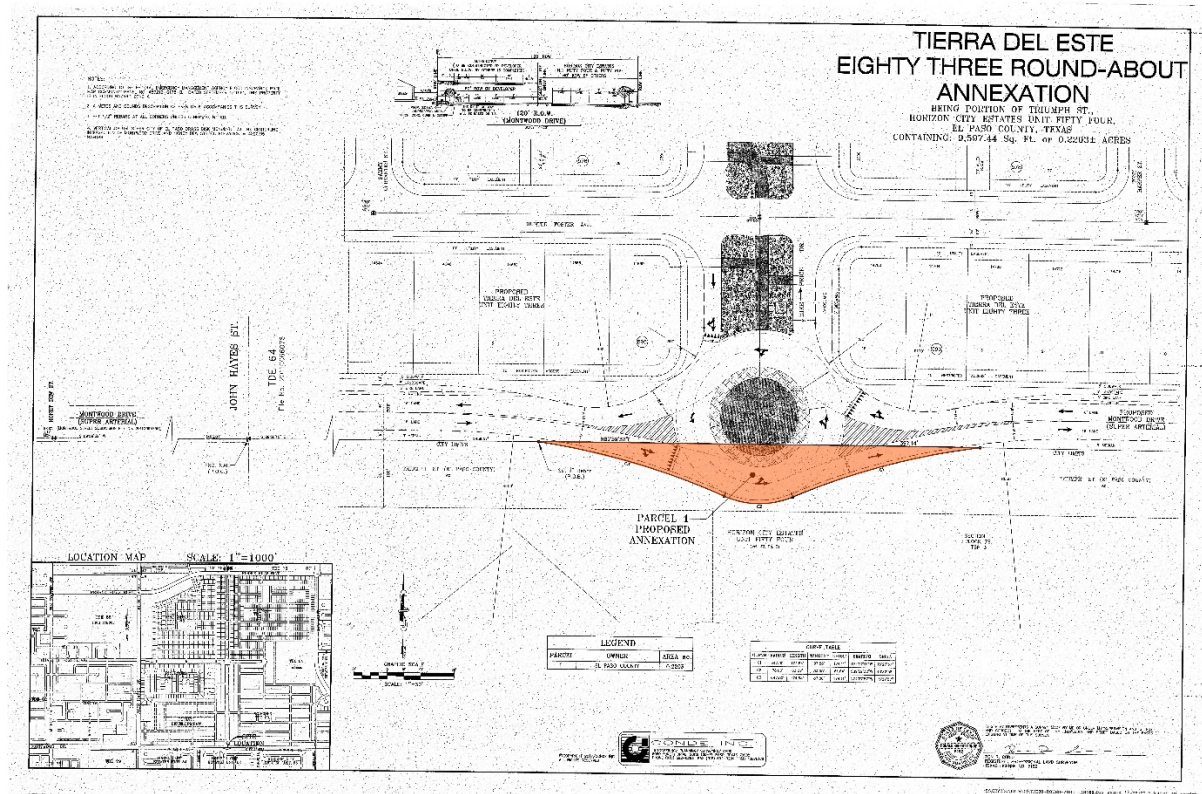
0 245 490 980 1,470 1,960 Feet



Subject property relative to City limits

DESCRIPTION OF REQUEST: The applicant requests annexation of the previously described land into the corporate limits of the City of El Paso. Annexation requests must comply with the standards and provisions of the City's Annexation Policy, as most recently amended on March 4, 2014.

The applicant proposes to develop the property as part of planned roadway improvements to Montwood Drive. The subject property is currently County Right-of-Way (ROW) and will be incorporated into a roundabout shown on the approved Tierra Del Este Unit 83 subdivision plat.



Generalized Plot Plan

PREVIOUS CASE HISTORY: On May 30, 2019, the City Plan Commission (CPC) recommended approval of the annexation agreement. On June 25, 2019, City Council made a motion to approve the agreement.

Tierra Del Este Unit 83 was approved by CPC on June 1, 2017 on a major preliminary basis.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The area to the immediate north of the subject property was annexed in 2016, and is primarily composed of single-family detached residential lots, with neighborhood parks and drainage ponds interspersed. There is an elementary school (Sgt. Jose Carrasco) located 0.75 miles away. The nearest existing park (Eastside Sports Complex) is located 0.6 miles away.

COMPLIANCE WITH PLAN EL PASO – When evaluating whether a proposed annexation is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed area/development is compatible with the Future Land Use designation for the property:</p> <p><u>O-5 — Remote</u></p> <p>This sector applies to remote land in the desert and mountains. Except where vested rights are in place, City regulations and policy decisions should not encourage urban development during this planning period, which extends until 2030. It is not known at this time whether O-5 land will be needed for development further in the future.</p>	<p>The subject parcel is designated O-5 on the Future Land Use map. Plan El Paso recommends the modification of City regulations to create conditions through which designated land would not be needed for residential demand before 2030.</p> <p>This policy is not applicable as it is for street improvements and it is not anticipated that the subject property be developed for residential uses.</p>
<p>Potential Adverse Effects: 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 a major arterial street, which includes bike infrastructure.</p>
<p>Natural Environment: 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>Stability: Whether the area is stable or in transition.</p>	<p>The neighborhoods to the north of the subject property have been developed within the last 15 years as predominantly single-family detached residential lots – the proposed development will contribute to 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 subject property is a 0.2203-acre portion of Right-of-Way that cannot reasonably accommodate a mixture of land uses and is intended to remain as street improvements. The proposed roundabout at the intersection of Montwood Drive and Mike Price Drive will provide access to nearby development. The proposed design for Montwood Drive includes a buffered bike lane as recommended in the City's Comprehensive Bike Plan.

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 (see Exhibit "D" of Attachment 2). The applicant will need to coordinate with EPWater to provide water and sewer service to the property.

RELATED APPLICATIONS: Prior to development, the applicant will need to submit a revised subdivision plat to dedicate the subject property as City ROW. Improvements and acceptance of the roadway improvements will be conducted in accordance with the requirements of Title 19 - Subdivisions.

PUBLIC NOTICE: Notice of the annexation hearing was posted online and in the newspaper on June 27, 2019. Planning received no communication in support of or opposition to the proposed annexation.

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 request, 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 agreement 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 request, 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. Annexation Ordinance

[illegible]

ATTACHMENT 2

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THE REAL PROPERTY DESCRIBED AS 0.2203 ACRES PORTION OF TRIUMPH STREET, HORIZON CITY ESTATES UNIT FIFTY FOUR, LOCATED EAST OF JOHN HAYES STREET AND SOUTH OF PEBBLE HILLS BOULEVARD EL PASO COUNTY, TEXAS.

WHEREAS, the County of El Paso, wishes to annex 0.2203 acres of real property located East of John Hayes Street and South of Pebble Hills Boulevard; and,

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

WHEREAS, the County of El Paso desires that the Property be annexed to the City in order to provide adequate and efficient improvements and facilities; and

WHEREAS, Ranchos Real Land Holdings, LLC, (hereinafter referred to as "Developer"), has agreed to be responsible for all costs relating to annexation and right-of-way improvements as described herein; and

WHEREAS, the City of El Paso, the County of El Paso, and Ranchos Real Land Holdings, LLC, have entered into an Annexation Agreement on June 25, 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, a public hearing was held on July 11, 2019 and at which persons interested in the annexation were given the opportunity to be heard; and,

WHEREAS, the City Plan Commission reviewed and recommended approval of the annexation and at their public hearing meeting held on August 6, 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 the 0.2203 acres of real property described as a portion of Triumph Street, Horizon City Estates Unit Fifty Four located East of John Hayes Street and South of Pebble Hills Boulevard, El Paso County, Texas, and more particularly described in Exhibit "A" and Exhibit "B" attached to this Ordinance.

ADOPTED this _____ day of _____, 2019.

[Signatures begin on the following page]

THE CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe
Planning & Inspections Department

Prepared For: Southwest Land Development Services
May 31, 2017
TDE 83 Round-About Annexation

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a 0.2203 Acres Portion of Triumph Street, Horizon City Estates Unit Fifty Four, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found nail at the centerline intersection of John Hayes St. and Montwood Dr. from which an existing brass disk city monument at the centerline intersection of Montwood Drive and Honey Dew St. bears, South 89°59'32" West a distance of 1453.07 feet, Thence South 89°56'16" East a distance of 2459.57 feet to a set 1/2" rebar on the northerly right-of-way line of Triumph Street out of Horizon City Estates Unit Fifty Four as recorded in Volume 32, Page 3, Plat records of El Paso County, Texas for the "TRUE POINT OF BEGINNING".

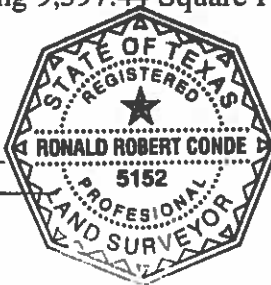
Thence along said right-of-way line, North 89°59'32" East a distance of 397.14 feet to a set 1/2" rebar;

Thence leaving said right-of-way line, 174.64 feet along the arc of a curve to the left which has a radius of 647.00 feet a central angle of 15°27'57" a chord which bears South 74°27'01" West a distance of 174.11 feet to a set 1/2" rebar for a point of reverse curve;

Thence, 63.37 feet along the arc of a curve to the right which has a radius of 78.00 feet a central angle of 46°32'58" a chord which bears South 89°59'32" West a distance of 61.64 feet to a set 1/2" rebar for a point of reverse curve;

Thence, 1174.64 feet along the arc of a curve to the left which has a radius of 647.00 feet a central angle of 15°27'57" a chord which bears North 74°27'57" West a distance of 174.11 feet to the "TRUE POINT OF BEGINNING" and containing 9,597.44 Square Feet or 0.2203 acres of land more or less.


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BEING PORTION OF TRIUMPH ST.,
HORIZON CITY ESTATES UNIT FIFTY FOUR,
EL PASO COUNTY, TEXAS
CONTAINING: 9.69744 Sq. Ft. or 0.2203± ACRES

Figure 1 is a schematic diagram of the experimental setup. It shows a cross-section of a channel with a water level indicated by a dashed line. A flow meter is installed in the channel, and a pump is connected to the water supply. The channel is divided into two sections: a main channel and a side channel. The water level in the side channel is indicated by a dashed line. The flow rate is measured by the flow meter. The diagram is labeled with dimensions and flow rates.



Mr. J. L. Thompson, a subject, has been advised by telephone of a meeting on the 11th day of November, 1944, at the residence of the subject, located at 1416 W. 10th Street.

S:\CEVERO\DATA\CI\IDEBS-ROUND-ABOUT-ANNEX.dwg, ANNEX, 10/26/2017 9:47:17 AM, ccorle

Exhibit C

Annexation Agreement

THE STATE OF TEXAS)
COUNTY OF EL PASO)

ANNEXATION AGREEMENT
SUAX17-00003

THIS AGREEMENT made and entered into this ____ day of _____ 2019, by and between the City of El Paso, Texas, a Municipal Corporation, of the County of El Paso in the State of Texas (hereinafter referred to as "City"), and the County of El Paso (hereinafter referred to as "Owner") and Ranchos Real Land Holdings, LLC, (hereinafter referred to as "Developer");

WHEREAS, Owner is the owner-of-record of 0.2203 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, Developer has agreed to be responsible for all costs relating to annexation and right-of-way improvements as described herein; and

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

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

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

One: This Agreement is contingent on the City of El Paso approving an ordinance annexing the Property. 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 and Developer 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 Developer complete the improvements to the Property and participate in the municipal infrastructure costs and costs for providing municipal services as required in this Agreement. Owner agrees the Property may be annexed to the City for the purposes described herein. The parties agree the Owner will not be responsible for any costs related to or associated with this annexation and right of way improvement, which processes will be handled by City or Developer consistent with all applicable regulation and law. Following annexation of the Property, the City will provide the property with the services described in Exhibit "C" in the timelines described in Exhibit "C".

Two: Following annexation of the Property, the Developer will develop the Property in accordance with the rules and regulations of the City, including El Paso Water Public Service

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

1. No off premise signs shall exist on the Property at the time of annexation.
2. Property is to be used for right-of-way purposes only (Montwood Drive).
3. The area will be dedicated as right-of-way to provide the required Major Arterial roadway.
4. The Developer, at its sole expense, shall improve the dedicated right-of-way in accordance with the Tierra Del Este III Phase V Development Agreement approved on March 8, 2016 and plans approved by the City to complete Montwood Drive as a Major Arterial. The Developer shall not be entitled to recover, from the City or Owner, any costs or expense for construction of the road to include but not limited to request for overwidth payment reimbursement.
5. The Developer 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.

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

Four: If applicable, in addition to any other fees and charges required by the EPW-PSB Rules and Regulations, Developer 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.

Meter Size	Meter Capacity Ratio	Water*	Wastewater
Less than 1 inch	1.00	\$697	\$920
1 inch	1.67	\$1,163	\$1,537
1 1/2 inch	3.33	\$2,321	\$3,065
2 inch	5.33	\$3,714	\$4,905
3 inch	10.00	\$6,968	\$9,203
4 inch	16.67	\$11,615	\$15,341
6 inch	33.33	\$23,223	\$30,672
8 inch	53.33	\$37,158	\$49,077
10 inch	76.67	\$40,064	\$52,916
12 inch	143.33	\$74,899	\$98,924

***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 EPW receives an application for water and sanitary sewer services. Existing water and wastewater connections are not subject to these fees.

The Developer 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: Developer 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 Developer 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 Development Services Department of the City for validation of such non-conforming lot, use, or structure within the Property.

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

(1) CITY:	City of El Paso Attn: City Manager 300 N. Campbell El Paso, Texas 79901
Copy to:	City Clerk Same Address as above
(2)	OWNER: County of El Paso Attn: Public Works 800 E. Overland, Suite 200 El Paso, TX 79901
(3) DEVELOPER:	Ranchos Real Land Holdings, LLC 1790 Lee Trevino Dr., Ste. 3601 El Paso, TX 79936
COPY TO:	Conrad Conde Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905

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

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

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

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

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

judgment or decree shall relieve the City and the Owner from performance under such invalid provision of this Agreement.

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

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

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

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

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

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

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

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

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

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

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


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

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

THE CITY OF EL PASO

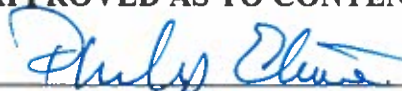
Tomás González
City Manager

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____ 2019,
by _____, as City Manager of the City of El Paso, Texas

Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires:

ACCEPTANCE AND ACKNOWLEDGMENT ON FOLLOWING PAGE

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 21st
day of MAY, 2019.

Owner(s): County of El Paso

By: Ricardo A. Samaniego
Ricardo A. Samaniego
County Judge

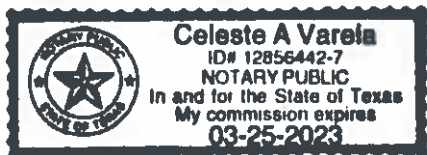
APPROVED AS TO FORM:

Erich A. Morales
Erich A. Morales
Assistant County Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 21st day of May, 2019, by
Ricardo A. Samaniego as County Judge of County of El Paso.



Celeste Varela
Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires:

ACCEPTANCE AND ACKNOWLEDGMENT ON FOLLOWING PAGE

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 16th day of May, 2019.

Developer: Ranchos Real Land Holdings, LLC

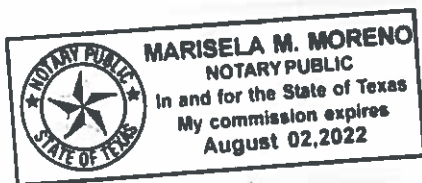
By: [Signature]

Title: MANAGER

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 16th day of May, 2019, by Douglas A. Schwartz, as Manager of Ranchos Real Land Holdings, LLC.



[Signature]
Notary Public, State of Texas

Marisela M. Moreno

Notary's Printed or Typed Name

August 2, 2022

My Commission Expires:

Exhibit A Metes and Bounds Description

Prepared For: Southwest Land Development Services
May 31, 2017
TDE 83 Round-About Annexation

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a 0.2203 Acres Portion of Triumph Street, Horizon City Estates Unit Fifty Four, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

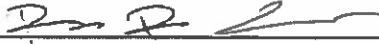
Commencing for reference at a found nail at the centerline intersection of John Hayes St. and Montwood Dr. from which an existing brass disk city monument at the centerline intersection of Montwood Drive and Honey Dew St. bears, South 89°59'32" West a distance of 1453.07 feet, Thence South 89°56'16" East a distance of 2459.57 feet to a set 1/2" rebar on the northerly right-of-way line of Triumph Street out of Horizon City Estates Unit Fifty Four as recorded in Volume 32, Page 3, Plat records of El Paso County, Texas for the "TRUE POINT OF BEGINNING".

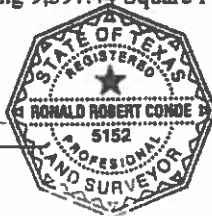
Thence along said right-of-way line, North 89°59'32" East a distance of 397.14 feet to a set 1/2" rebar;

Thence leaving said right-of-way line, 174.64 feet along the arc of a curve to the left which has a radius of 647.00 feet a central angle of 15°27'57" a chord which bears South 74°27'01" West a distance of 174.11 feet to a set 1/2" rebar for a point of reverse curve;

Thence, 63.37 feet along the arc of a curve to the right which has a radius of 78.00 feet a central angle of 46°32'58" a chord which bears South 89°59'32" West a distance of 61.64 feet to a set 1/2" rebar for a point of reverse curve;

Thence, 1174.64 feet along the arc of a curve to the left which has a radius of 647.00 feet a central angle of 15°27'57" a chord which bears North 74°27'57" West a distance of 174.11 feet to the "TRUE POINT OF BEGINNING" and containing 9,597.44 Square Feet or 0.2203 acres of land more or less.


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 FIRM# 10078100

Exhibit B Survey Map

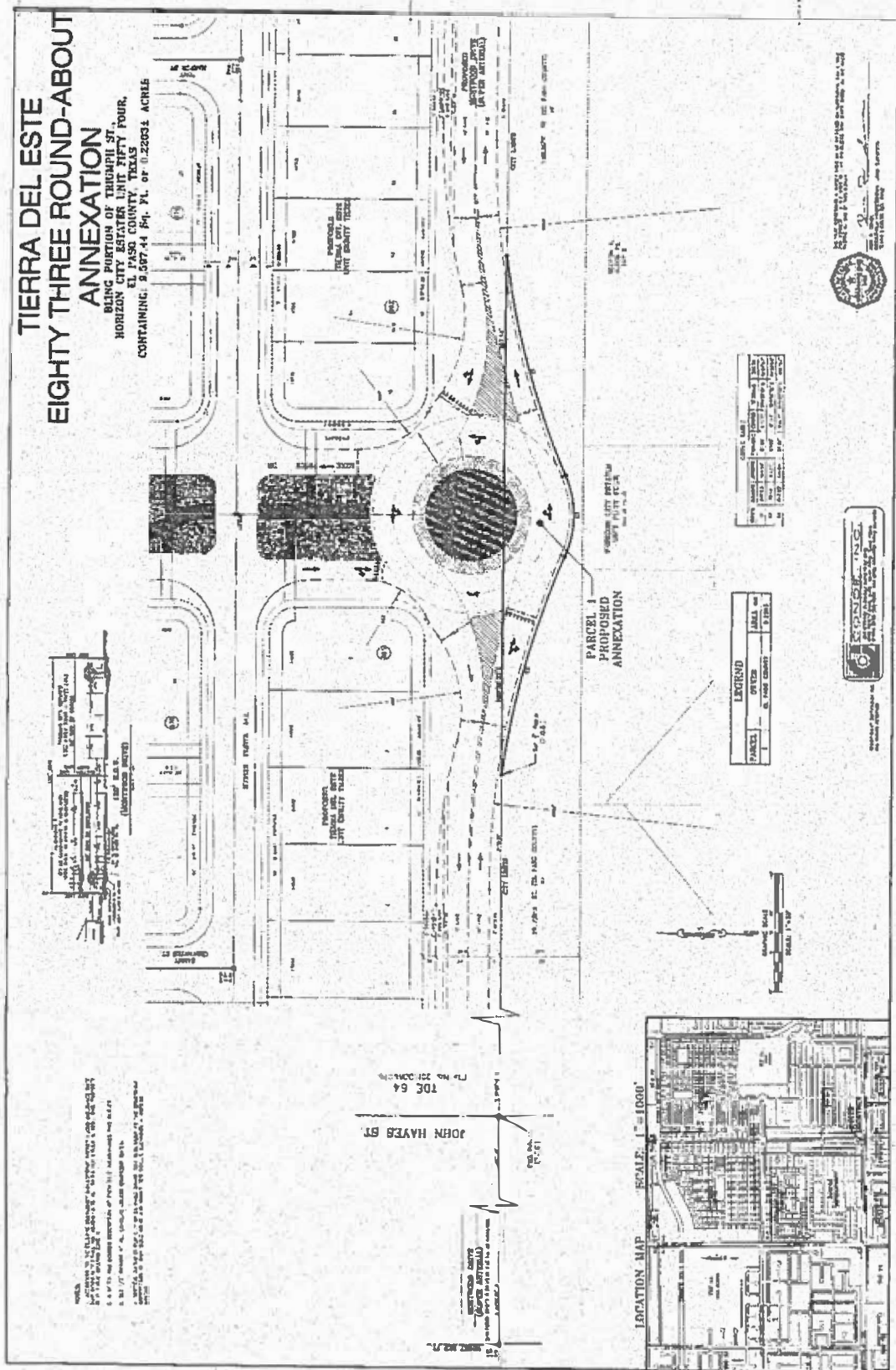


Exhibit "C"

CITY OF EL PASO ANNEXATION SERVICE PLAN

INTRODUCTION

This Service Plan (Plan) is made by the City of El Paso, Texas (City) pursuant to Chapter 43 of the Texas Local Government Code. This Plan is made specifically for a 0.2203-acre property located in the City's East Extraterritorial Jurisdiction (ETJ). A Portion of Triumph Street, out of Horizon City Estates, 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.

SERVICE COMPONENTS

This Plan includes three service components: Immediate Services Program and 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. 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 and fire prevention services in the annexation area. 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. 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:
- emergency pavement repair;
 - ice and snow monitoring of major thoroughfares
 - repair maintenance of public streets on as-needed basis and in accordance with established policies of the City.
- f. Maintenance of Parks, Playgrounds, and Swimming Pools. No public recreation facilities will be located within the annexation area however, the nearest public neighborhood park is located within 2,175 feet of the annexed area.
- g. Drainage Services. El Paso Water Utilities Public Service Board will provide drainage maintenance in the annexation area in accordance with established policies of the City. Services include:
- maintenance of existing public ponding areas and retention dams;
 - storm sewer maintenance;
 - emergency spills and pollution complaints response related to storm drainage systems;
- The following services will be provided by the City Development's Land Development Division:
- watershed development review and inspection;
 - flood plain office (information relating to flood plains).
- h. Library Department. All library services now provided to areas inside the City will be provided to the annexed area in accordance with the City's existing policies and regulations.
- i. Development Services 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.
- j. City-County Health Department. All of the City-County Health services codes and regulations will be extended to the annexed area.
- k. 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.
- l. 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.
- 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.
- 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.
- k. Library Department. No capital improvements are necessary to serve the annexed area.