

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

DEPARTMENT: City Development Department

AGENDA DATE: Consent Agenda: Dec. 9, 2014

CONTACT PERSON NAME AND PHONE NUMBER: Kimberly Forsyth, (915) 212-1563,
forsythkl@elpasotexas.gov

DISTRICT(S) AFFECTED: District 5

SUBJECT:

That the City Council accepts the Dedication of the property described below, and that the City Manager be authorized to sign a Development Agreement between Ranchos Real XIV, LLC and the City of El Paso for the construction of certain right-of-way improvements to the property described as 1.52 acres, more or less, being Lot 1A, Block 249, Tierra Del Este Unit Sixty One Replat A; Lot 37, Block 302, Lots 23 and 24 and a 20 foot pond access, Block 259, Lot 53, Block 264, and Lot 73, Block 265 of Tierra Del Este Unit Sixty Two, City of El Paso, El Paso County, Texas, and more particularly described in the metes and bounds description attached to the Development Agreement as Exhibit "A".

BACKGROUND / DISCUSSION:

The property owner, Ranchos Real, proposes to develop and build a hike and bike trail within an existing 45 ft. El Paso Electric Company easement adjacent to the Rich Beem right-of-way. When the improvements are complete, the City will accept the dedicated ROW for maintenance. This hike and bike trail will connect to other proposed hike and bike trails adjacent to Rich Beem and Montwood to provide a functional and attractive network.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

Dec. 13, 2012 - City Plan Commission unanimously recommended approval (7-0)

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD:

Mathew S. McElroy
City Development Director

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council accepts the Dedication of the property described below, and that the City Manager be authorized to sign a Development Agreement between Ranchos Real XIV, LLC and the City of El Paso for the construction of certain right-of-way improvements to the property described as *1.52 acres, more or less, being Lot 1A, Block 249, Tierra Del Este Unit Sixty One, Replat A; Lot 37, Block 302, Lots 23 and 24 and a 20 foot pond access, Block 259, Lot 53, Block 264, and Lot 73, Block 265 of Tierra Del Este Unit Sixty Two, City of El Paso, El Paso County, Texas*, and more particularly described in the metes and bounds description attached to the Development Agreement as Exhibit "A".

APPROVED this _____ day of _____, 2014.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser, Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew McElroy, Director
City Development Department



City Development Department

Mayor
Oscar Leeser

City Council

District 1
Ann Morgan Lilly

District 2
Larry Romero

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michiel R. Noe

District 6
Claudia Ordaz

District 7
Lily Limón

District 8
Cortney C. Niland

City Manager
Tommy Gonzalez

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

FROM: Kimberly Forsyth, AICP, CNU-A
Lead Planner

DATE: December 2, 2014

SUBJECT: Rich Beem Hike & Bike - Development Agreement

The City Plan Commission on Dec 13, 2012, voted unanimously to recommend approval of a development agreement for a proposed hike and bike trail and landscaping within a 45' El Paso Electric easement adjacent to the Rich Beem right-of-way. Since that time the site plan and improvement plans have been finalized by the developer, and reviewed and approved by city staff.

The dedicated right-of-way will be accepted by the City for maintenance after the developer has completed the improvements. This hike and bike trail will connect to other proposed hike and bike trails along Rich Beem and Montwood to provide an attractive and functional network.



STATE OF TEXAS)
)
COUNTY OF EL PASO)

DEVELOPMENT AGREEMENT

This Agreement is made this ____ day of _____, 2014, by and between **RANCHOS REAL XIV, LLC** hereinafter referred to as the "Developer," and the **CITY OF EL PASO**, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the Developer is the owner of land within Tierra Del Este Unit Sixty One Replat A and Tierra Del Este Unit Sixty Two;

WHEREAS, the Developer wishes to convey land at no cost to the City within the Tierra Del Este Unit Sixty One Replat A and Tierra Del Este Unit Sixty Two, as further described by metes and bounds in the attached Exhibit "A" to the City as right-of-way for use as a hike and bike trail, and shall not be considered a park;

WHEREAS, the City desires to accept conveyance, provided that the Developer constructs improvements to the hike and bike trail as described in the Improvement Plans, attached as Exhibit "B" and shown on the attached site plan as Exhibit "C" prior to conveyance and acceptance by the City, through the City Manager or a designee as required herein;

WHEREAS, the Developer is required to develop the Right-of-way as a hike and bike trail after the Improvement Plans have been reviewed and approved by the City and then dedicate to the City after completion;

WHEREAS, in order to properly function as a hike and bike trail, connectivity to the development located to the south of the right-of-way is necessary;

WHEREAS, the Developer is the owner of the property located to the south of the Right-of-way and understands that connectivity is a critical consideration for the City accepting the 1.52 acres; and,

WHEREAS, the Developer agrees to dedicate land for the connectivity of the hike and bike trail so that such hike and bike trail may be functional.

NOW, THEREFORE, the parties hereby agree as follows:

1. **DESCRIPTION:** Developer agrees to dedicate property containing 1.52 acres, more or less, being Lot 1A, Block 249, Tierra Del Este Unit Sixty One Replat A; Lot 37, Block 302, Lots 23 and 24 and a 20 foot pond access, Block 259, Lot 53, Block 264, and Lot 73, Block 265 of Tierra Del Este Unit Sixty Two, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds attached hereto and made part hereof as Exhibit "A."



Developer further agrees that in the future development of the land located to the south of the right-of-way, such development shall include an extension of the hike and bike trail within forty-five feet adjacent to the Rich Beem ROW with the same width right-of-way and theme for improvements, vegetation, irrigation system and landscaping, unless an alternative plan is approved by the City. Developer agrees to dedicate additional right-of-way area to connect the hike and bike trail from the right-of-way to Montwood Street and understands that any future plat of the area shall contain such requirement and such plat shall not be approved until such right-of-way is dedicated and determined by the Department of Transportation Director to provide for the connectivity of the hike and bike trail. Should the development of the land not require a plat, Developer agrees that it will still dedicate the land to the city as right-of-way. Developer will not receive park land credit for the dedication of the land.

2. **IMPROVEMENTS:** The hike and bike trail right-of-way shall be improved by the Developer in accordance with applicable provisions of the Subdivision Ordinance and all other provisions of the City Code as well as the additional provisions of this Agreement.

2.1 Construction and design plans for the hike and bike trail have been submitted and approved by the City. All construction work shall be done in accordance with the standards of Title 19 (subdivision Regulations) and the City's Design Standards for Construction ("DSC"). 2.2 Additional required improvements are set out in the Site Plan attached hereto as Exhibit "C" and in the Improvements Plans attached hereto as Exhibit "B" (collectively, the "Improvements") which are incorporated herein for all purposes and which must be completed within one year of City Council approval of this Agreement. One six-month extension may be granted to the Developer upon approval by the City Manager or Designee.

2.3 Upon completion of the Improvements, which shall be considered to be accomplished when the last such Improvement is installed or planted in accordance with the Subdivision Ordinance, other applicable code provisions, and this Agreement, the Developer shall provide a conveyance deed to the City for the City's acceptance of the property. Through this Agreement, the City Council authorizes the City Manager to accept the deed, without further action from City Council, provided that all the provisions of this Agreement have been complied with by the Developer.

2.4 The Developer agrees to warrant to the City that all work in connection with the Improvements shall be performed in a good and workmanlike manner, strictly in accordance with the approved plans, and as otherwise provided in this Agreement. This warranty shall remain in full force and effect for a period of one (1) year from and after the date of the City's acceptance of the conveyance of the land. It is understood and agreed that, notwithstanding the acceptance of the land by the City, the Developer remains fully responsible for the repair and maintenance of the Improvements as such relates to the Developer's warranty of the Improvements for a period of one (1) year from the date of the City's acceptance of the conveyance of the land.

3. **CITY'S PARTICIPATION:** The City shall not have any costs, nor shall the Developer be entitled to any reimbursement of costs or park credit, associated with this Agreement.

4. **TITLE, TAXES and CONVEYANCE:** The Developer agrees to pay the cost of dedicating and improving the right-of-way, and further agrees to pay all ad valorem taxes, standby fees and assessments by any taxing authority prorated through the date of acceptance of the deed conveying fee simple title by the City. The Developer shall deliver to the City Development Department the deed conveying fee simple title of the hike and bike trail right-of-way in accordance with this Agreement. The Developer shall provide to the City full disclosure of the any utility easements located within the right of way and any restrictions concerning improvements, maintenance, repair and use placed by the utility company owning the utility easement. Prior to acceptance by the City, Developer shall provide written documentation from the utility company that the utility company has approved the placement of the improvements.

5. **SUCCESSORS AND ASSIGNS:** All the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

6. **ENTIRE AGREEMENT:** This document contains all of the agreements between the parties and may not be modified, except by a written agreement signed by both parties.

7. **SEVERABILITY:** Every provision of this Agreement is intended to be severable. If any term or provision contained herein is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

8. **LAW GOVERNING CONTRACT:** For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

9. **BINDING AGREEMENT:** The individual signing this Agreement, on behalf of the Developer, acknowledges that he or she is authorized to do so, and said individual further warrants that he or she is authorized to commit and bind the Developer to the terms and conditions of this Agreement.

10. **REPRESENTATION OF COUNSEL:** Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

11. **NOTICE:** All notices and communications under this Agreement shall be hand-delivered or mailed, postage pre-paid with proof of delivery, to the representative parties at their respective addresses below, unless and until either party is otherwise notified in writing.

City of El Paso
City Development Department
Planning Division
801 Texas Ave.
El Paso, TX 79901
Cc: EPDOT Director

Ranchos Real XIV, LLC
6080 Surety Dr., Ste. 300
El Paso, Texas 79905
(915)592-0290


12. **WAIVER:** No waiver of any breach or default shall be deemed or construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

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

THE CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:



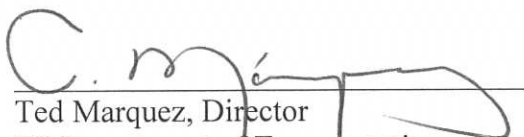
Kristen L. Hamilton-Karam
Assistant City Attorney

APPROVED AS TO CONTENT:



Mathew McElroy, Director
City Development Department

APPROVED AS TO CONTENT:



Ted Marquez, Director
EP Department of Transportation

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2014,
by Tomás González as City Manager of the City of El Paso, a municipal corporation, on behalf of
said corporation.

My Commission Expires:

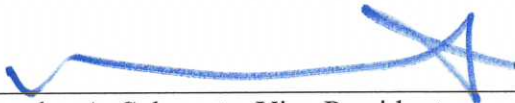
Notary Public, State of Texas
Notary's Printed or Typed Name:

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 10th day of
November, 2014 by Douglas A. Schwartz as Vice President of Ranchos Real Developers, Inc.,
General Partner of RANCHOS REAL XIV, LLC, a Texas limited partnership, on behalf of said
limited partnership.

RANCHOS REAL XIV, LLC.

By: Ranchos Real Developers, Inc., General
Partner

By: 

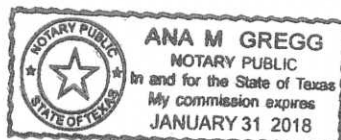
Douglas A. Schwartz, Vice President

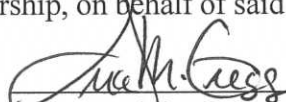
ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 10 day of November, 2014,
by Douglas A. Schwartz as Vice President of Ranchos Real Developers, Inc., General Partner of
RANCHOS REAL XIV, LLC, a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires:





Notary Public, State of Texas
Notary's Printed or Typed Name:

EXHIBIT "A"

Metes and Bounds

A small, handwritten mark or signature in the bottom right corner of the page.

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Lot 1A, Block 249, Tierra Del Este Unit Sixty One Replat "A" Two, recorded in clerk's file no. 20110004436, Real Property Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument at the centerline intersection of Charles Foster Ave. and Rattler Point Drive from which an existing brass disk city monument at the centerline intersection of Charles Foster Ave. and Damsel Point Place bears, North $89^{\circ}58'33''$ East a distance of 1361.12 feet; Thence along the centerline of Charles Foster Avenue, South $89^{\circ}58'33''$ West a distance of 136.01 feet to a point, Thence leaving said centerline, North $00^{\circ}34'37''$ West a distance of 38.00 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the intersection of the northerly right of way line of Charles Foster Ave. with the easterly line of Lot 1A, Block 249, Tierra Del Este Unit Sixty One Replat "A" for The "TRUE POINT OF BEGINNING"

Thence along the northerly right of way line of Charles Foster Ave., South $89^{\circ}58'33''$ West a distance of 20.25 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of curve;

Thence 39.03 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $89^{\circ}26'50''$ a chord which bears North $45^{\circ}18'02''$ West a distance of 35.18 feet to a found $\frac{1}{2}$ " rebar with cap marked TX 5152 on the easterly right of way line of Rich Beem Blvd.;

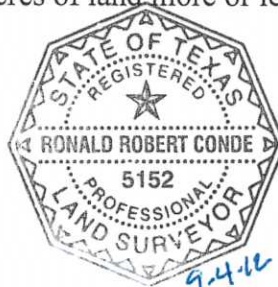
Thence along said right of way line, North $00^{\circ}34'37''$ West a distance of 92.30 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for the point of curve;


Thence 39.51 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $90^{\circ}33'10''$ a chord which bears North $44^{\circ}41'58''$ East a distance of 35.53 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the southerly right of way line of Charles Foster Ave.;

Thence along said right of way line, North $89^{\circ}58'33''$ East a distance of 19.76 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the easterly line of Lot 1A, Block 249, Tierra Del Este Unit Sixty One Replat "A";

Thence along said line, South $00^{\circ}34'37''$ East a distance of 142.30 feet to the "TRUE POINT OF BEGINNING" and containing 6,136 Square Feet or 0.1409 acres of land more or less.

Note: A drawing of even date accompanies this description.




Ron R. Conde, R.P.L.S No. 5152
Job No. 510-69

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

Prepared for: Southwest Land Development Services Inc.
July 16, 2012
(El Paso Electric Company Hike & Bike System)
(Parcel 1)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Lot 37, Block 302, Tierra Del Este Unit Sixty Two, recorded in clerk's file no. 20110014500, Real Property Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument at the centerline intersection of Charles Foster Ave. and Rattler Point Drive from which an existing brass disk city monument at the centerline intersection of Charles Foster Ave. and Damsel Point Place bears, North $89^{\circ}58'33''$ East a distance of 1361.12 feet; Thence along the centerline of Charles Foster Avenue, South $89^{\circ}58'33''$ West a distance of 136.01 feet to a point, Thence leaving said centerline, South $00^{\circ}34'37''$ East a distance of 38.00 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the intersection of the southerly right of way line of Charles Foster Ave. with the easterly line of Lot 37, Block 302, Tierra Del Este Unit Sixty Two for The "TRUE POINT OF BEGINNING"

Thence along said line, South $00^{\circ}34'37''$ East a distance of 372.02 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the northerly right of way line of Ranier Point Ave.;

Thence along said right of way line, South $89^{\circ}58'33''$ West a distance of 20.25 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for the point of curve;


Thence 39.03 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $89^{\circ}26'50''$ a chord which bears North $45^{\circ}18'02''$ West a distance of 35.18 feet to a found $\frac{1}{2}$ " rebar with cap marked TX 5152 on the easterly right of way line of Rich Beem Blvd.;

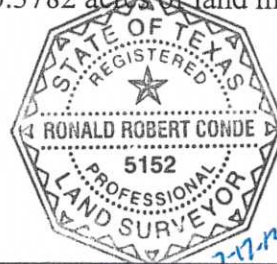
Thence along said right of way line, North $00^{\circ}34'37''$ West a distance of 322.01 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for the point of curve;

Thence 39.51 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $90^{\circ}33'10''$ a chord which bears North $44^{\circ}41'58''$ East a distance of 35.53 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the southerly right of way line of Charles Foster Ave.;

Thence along said right of way line North $89^{\circ}58'33''$ East a distance of 19.76 feet to the "TRUE POINT OF BEGINNING" and containing 16,474.1283 Square Feet or 0.3782 acres of land more or less.

Note: A drawing of even date accompanies this description.


Ron R. Conde, R.P.L.S No. 5152
Job No. 510-69



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

Prepared for: Southwest Land Development Services Inc.
July 16, 2012
(El Paso Electric Company Hike and Bike System)
(Parcel 2)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Lots 23 and 24 and a 20 foot Pond Access, Block 259, Tierra Del Este Unit Sixty Two, recorded in clerk's file no. 20110014500, Real Property Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument at the centerline intersection of Charles Foster Ave. and Rattler Point Drive, from which an existing brass disk city monument at the centerline intersection of Charles Foster Ave. and Damsel Point Place bears, North $89^{\circ}58'33''$ East a distance of 1361.12 feet; Thence along the centerline of Charles Foster Avenue, South $89^{\circ}58'33''$ West a distance of 136.01 feet to a point. Thence leaving said centerline, South $00^{\circ}34'37''$ East a distance of 462.02 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the intersection of the southerly right of way line of Ranier Point Ave. with the easterly line of Lot 24, Block 259, Tierra Del Este Unit Sixty Two, for the "TRUE POINT OF BEGINNING"

Thence along the easterly line of Lots 23, 24 and a 20 foot Pond Access, Block 259, South $00^{\circ}34'37''$ East a distance of 492.02 feet to a found $\frac{1}{2}$ " rebar with cap marked TX 5152 on the northerly right of line of Silver Point Avenue;

Thence along said right of way line, South $89^{\circ}58'33''$ West a distance of 20.25 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of curve;

Thence 39.03 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $89^{\circ}26'50''$ a chord which bears North $45^{\circ}18'02''$ West a distance of 35.18 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the easterly right of way line of Rich Beem Blvd.;

Thence along said right of way line North $00^{\circ}34'37''$ West a distance of 442.02 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for the point of curve;

Thence 39.51 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $90^{\circ}33'10''$ a chord which bears North $44^{\circ}41'58''$ East a distance of 35.53 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the southerly right of way line of Ranier Point Ave.;

Thence along said right of way line North $89^{\circ}58'33''$ East a distance of 19.76 feet to the "TRUE POINT OF BEGINNING" and containing 21,874.9150 Square Feet or 0.5022 acres of land more or less.

Note: A drawing of even date accompanies this description.


Ron R. Conde, R.P.L.S. No 5152
Job No. 510-69



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

Prepared for: Southwest Land Development Services Inc.
July 16, 2012
(El Paso Electric Company Hike & Bike System)
(Parcel 3)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Lot 53, Block 264, Tierra Del Este Unit Sixty Two recorded in clerk's file no. 20110014500, Real property records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument at the centerline intersection of Charles Foster Ave. and Rattler Point Drive, from which an existing brass disk city monument at the centerline intersection of Charles Foster Ave. and Damsel Point Place bears, North $89^{\circ}58'33''$ East a distance of 1361.12 feet; Thence along the centerline of Charles Foster Avenue, South $89^{\circ}58'33''$ West a distance of 136.01 feet to a point. Thence leaving said centerline, South $00^{\circ}34'37''$ East a distance of 1006.26 feet to a found $\frac{1}{2}$ " rebar with cap marked TX 5152 on the intersection of the southerly right of way line of Silver Point Ave. with the easterly line of Lot 53, Block 264, Tierra Del Este Unit Sixty Two for The "TRUE POINT OF BEGINNING"

Thence along the easterly line of Lot 53, Block 264, South $00^{\circ}34'37''$ East a distance of 210.01 feet to a found $\frac{1}{2}$ " rebar with cap marked TX 5152 on the northerly right of way of line of North Point Ave.;

Thence along said right of way line South $89^{\circ}58'33''$ West a distance of 20.25 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of curve;

Thence 39.03 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $89^{\circ}26'50''$ a chord which bears North $45^{\circ}18'02''$ West a distance of 35.18 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the easterly right of way line of Rich Beem Blvd.;

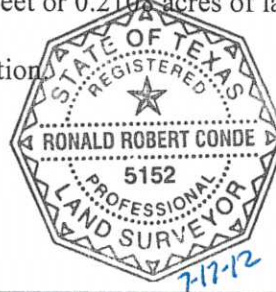
Thence along said right of way line North $00^{\circ}34'37''$ West a distance of 160.01 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of curve;

Thence 39.51 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $90^{\circ}33'10''$ a chord which bears North $44^{\circ}41'58''$ East a distance of 35.53 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the southerly right of way line of Silver Point Ave.;

Thence along said right of way line North $89^{\circ}58'33''$ East a distance of 19.76 feet to the "TRUE POINT OF BEGINNING" and containing 9,183.0662 Square Feet or 0.2108 acres of land more or less.

Note: A drawing of even date accompanies this description.


Ron R. Conde, R.P.LS No. 5152.
Job No. 510-69



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

Prepared for: Southwest Land Development Services Inc.
July 16, 2012
(El Paso Electric Company Hike & Bike System)
(Parcel 4)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Lot 73, Block 265, Tierra Del Este Unit Sixty Two, recorded in clerk's file no. 20110014500, Real Property Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument at the centerline intersection of Charles Foster Ave. and Rattler Point Drive, from which an existing brass disk city monument at the centerline intersection of Charles Foster Ave. and Damsel Point Place bears, North $89^{\circ}58'33''$ East a distance of 1361.12 feet; Thence along the centerline of Charles Foster Avenue, South $89^{\circ}58'33''$ West a distance of 136.01 feet to a point. Thence leaving said centerline, South $00^{\circ}34'37''$ East a distance of 1268.06 feet to a set nail on rock wall on the intersection of the southerly right of way line of North Point Ave. with the easterly line of lot 73, block 265, Tierra Del Este Unit Sixty Two for The "TRUE POINT OF BEGINNING"

Thence along the easterly line of Lot 73, Block 265, South $00^{\circ}34'37''$ East a distance of 282.87 feet to a set chiseled x on rock wall for the southerly line of Lot 73 Block 265, Tierra Del Este Unit Sixty Two;

Thence along said line South $89^{\circ}59'32''$ West a distance of 45.01 feet to a found $\frac{1}{2}''$ rebar with cap marked TX 5152 on the easterly right of way line of Rich Beem Blvd.;

Thence along said right of way line, North $00^{\circ}34'37''$ West a distance of 257.62 feet to a set $\frac{1}{2}''$ rebar with cap marked TX 5152 for a point of curve;

Thence 39.51 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of $90^{\circ}33'10''$ a chord which bears North $44^{\circ}41'58''$ East a distance of 35.53 feet to a set $\frac{1}{2}''$ rebar with cap marked TX 5152 on the southerly right of way line of North Point Ave.;

Thence along said right of way line North $89^{\circ}58'33''$ East a distance of 19.76 feet to the "TRUE POINT OF BEGINNING" and containing 12,593.0824 Square Feet or 0.2891 acres of land more or less.

Note: A drawing of even date accompanies this description.

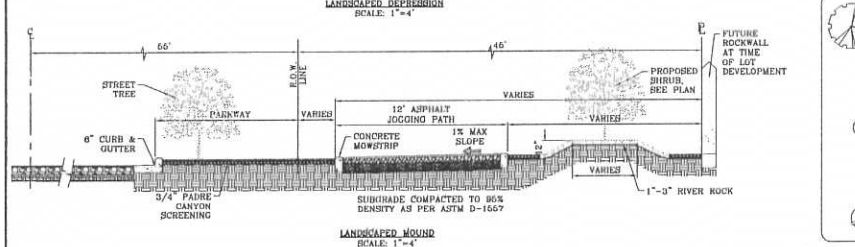
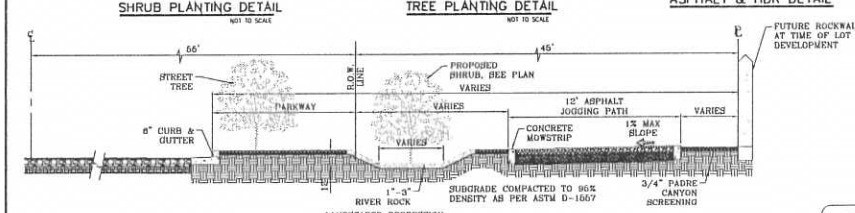
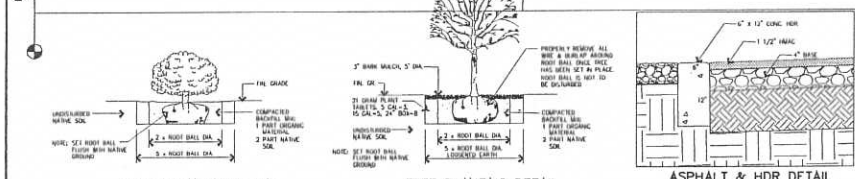
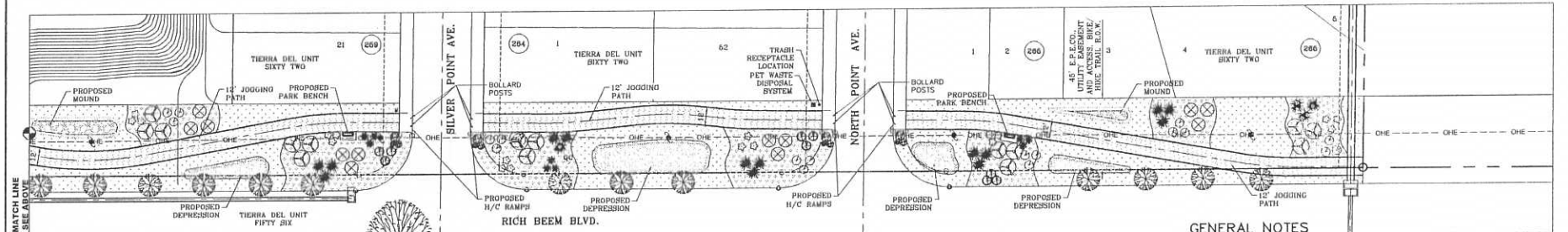
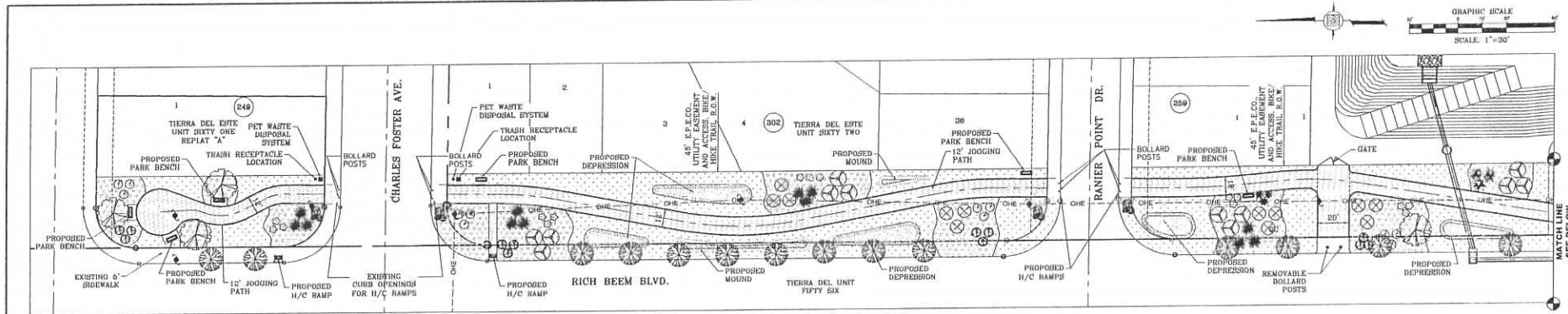

Ron R. Conde, R.P.L.S. No. 5152
Job No. 510-69



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

EXHIBIT "B"
Improvement Plans





LEGEND

1 1/4" PAVING CANYON SCREENING	2" DEPTH WITH D-WALL PRE-BUILT	WEDD BARRIER	TO BE FINISHED DOWN AT 2" ON CENTER EACH WAY & AT 1" ON CENTER ALONG PERIMETER OVERLAP MIN. 12" AT SEAM
PAVING CANYON CHART	2" DEPTH WITH D-WALL PRE-BUILT	WEDD BARRIER	TO BE FINISHED DOWN AT 2" ON CENTER EACH WAY & AT 1" ON CENTER ALONG PERIMETER OVERLAP MIN. 12" AT SEAM
1" - 3" RIVER ROCK	2" DEPTH WITH D-WALL PRE-BUILT	WEDD BARRIER	TO BE FINISHED DOWN AT 2" ON CENTER EACH WAY & AT 1" ON CENTER ALONG PERIMETER OVERLAP MIN. 12" AT SEAM
6" CONCRETE MONOSTRIP			
PROPOSED PARK BENCH	(1) DIMENSION 40" x 20" x 10" OR APPROVED EQUAL		
PROPOSED TRASH RECEPTACLE	(1) DIMENSION 40" x 20" x 10" OR APPROVED EQUAL		
PROPOSED PET WASTE DISPOSAL	(1) DIMENSION 40" x 20" x 10" OR APPROVED EQUAL		

NOTE: SITE FURNISHINGS SHALL BE INSTALLED AS PER THE MANUFACTURER'S INSTRUCTIONS.

LEGEND

COMMON NAME	BOTANICAL NAME	SIZE	DESCRIPTION	QUANTITY
HONEY MESQUITE	PROUNCEA GLANDULOSA	1" CAL/10' HT	EVERGREEN	3
CHINESE PORTULACA	PORTULACA CHINESE	6" CAL/10' HT	EVERGREEN	27
NEW GOLD SANFARIA	LANTANA CAMARA 'NEW GOLD'	1 GAL	PERENNIAL	33
RED YUCCA	HESPERALOE PARVIFLORA	6 GAL	EVERGREEN	33
RED BIRD OF PARADISE	CAESALPINIA PULCHERRIMA	6 GAL	EVERGREEN	34
CADDO	CESTRUM NUDIFLORUM	2" CAL	EVERGREEN	30
TEXAS SAGE	LEUCOPHYLLUM FRUTICOSUM	6 GAL	EVERGREEN	31
SPANISH BROOM	SPARTANUM JUNCUM	6 GAL	EVERGREEN	12
TEXAS MOUNTAIN LAUREL	LAURUS DECIDUOFLORA	6 GAL	EVERGREEN	27

GENERAL NOTES

1. THE CONTRACTOR SHALL VISIT AND FAMILIARIZE HIMSELF WITH THE PROJECT SITE PRIOR TO SUBMITTING HIS BID. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER'S REPRESENTATIVE OF ANY ITEMS CONTAINED WITHIN THE SCOPE OF WORK LATER HEREIN, ARE IN CONFLICT WITH THE PROPOSED CONTRACT.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND GRADINGS PRIOR TO COMMENCING THE WORK. ANY DISCREPANCY NOTED SHALL BE REPORTED IMMEDIATELY TO THE PROJECT MANAGER. FAILURE OF THE CONTRACTOR TO REPORT ANY FIELD AND PLAN DISCREPANCIES SHALL MAKE THE CONTRACTOR RESPONSIBLE FOR WORK THAT IS PERFORMED.
3. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN STRICT CONFORMANCE WITH ALL CURRENT SAFETY CODES AND STANDARDS, INCLUDING BUT NOT LIMITED TO, OSHA REQUIREMENTS.
4. BEFORE EXCAVATING, CONTRACTOR SHALL LOCATE AND PROTECT ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL REPLACE ANY UTILITIES DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING IMPROVEMENTS IN THE PROJECT AREA, AND ITS VIGILANCE. ANY DAMAGE RESULTING FROM CONTRACTOR WORK SHALL BE REPAIRED AT NO COST TO OWNER.
6. ALL EXISTING UTILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE THROUGHOUT CONSTRUCTION EXCEPT AS NOTED IN THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES (UNDEGROUND SERVICE CONNECTIONS) FROM DAMAGE AS A RESULT OF CONSTRUCTION ACTIVITIES.
7. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES & CONTRACTOR SHALL CALL THE RESPECTIVE T-1 CALL NUMBER FOR SUCH UTILITIES.
8. CONTRACTOR SHALL INSURE THE FOLLOWING: ALL ACCESSIBLE ROUTES SHALL NOT EXCEED A MAXIMUM SLOPE GREATER THAN 1:1 (50%) AND WHERE THE (EXISTING) SLOPE OF AN ACCESSIBLE ROUTE EXCEEDS 1:1 (50%), MAXIMUM SLOPE OF ADJACENT GUTTERS, ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP, OR ACCESSIBLE ROUTE SHALL NOT EXCEED 1:1 (50%) MAXIMUM MAXIMUM SLOPE OF ANY CURB RAMP SHALL NOT EXCEED 1:1 (50%) SLOPE. ALL ACCESSIBLE PATHS SHALL COMPLY WITH T&B AND ADAAG.

NOTES FOR PLANTING:

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PREVENT PLANTS FROM FALLING OR BEING BLOWN OVER AND TO STRAIGHTEN OR REPLANT ALL PLANTS WHICH ARE DAMAGED DUE TO WIND PLANTS BLOWN OVER BY HIGH WINDS SHALL NOT BE A CAUSE FOR ADDITIONAL EXPENSE TO THE OWNER, BUT SHALL BE THE FINANCIAL RESPONSIBILITY OF CONTRACTOR.
2. TOPSOIL MATERIAL FOR PLANTING SHALL BE FREE FROM HARD CLODS, STIFF CLAY, HARD PAN, STONES LARGER THAN 1" IN DIAMETER, NOxious WEEDS, AND PLANTS, SOIL, PARTIALLY DECOMPOSED SEEDS, INSECTS, OR ANY OTHER UNDESIRABLE MATERIAL. PLANTS OR SEEDS THAT WOULD BE TOXIC OR HARMFUL TO GROWTH.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF PLANT MATERIAL QUANTITIES.
4. IN THE EVENT OF VARIATION BETWEEN QUANTITIES SHOWN ON THE PLANT LIST AND THE PLANS, THE PLANS SHALL CONTROL. IMPROPER PLANT PLACEMENT MADE BY THE LANDSCAPE CONTRACTOR SHALL BE NO CAUSE FOR ADDITIONAL COSTS TO THE OWNER.
5. THE CONTRACTOR SHALL MEET BOTH THE CONTAINER SIZE AND CALIPER SIZE, AS WELL AS HEIGHT AND SPREAD SPECIFICATIONS SPECIFIED.
6. EXCAVATE TWO TIMES GREATER THAN THE ROOT BALL DIAMETER OF THE SHRUB, TWO TIMES GREATER THAN THE ROOT BALL FOR TREES. SCARP BOTTOM OF PLANTING PIT BEFORE PLACING.
7. CONTRACTOR WILL NOT PLANT MATERIAL SHOWN ON PLANS WHEN IT IS EVIDENT THAT FIELD CONDITIONS HAVE CHANGED SINCE PLANS WERE DRAINED, ANY CHANGES ARE TO BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE DESIGNER BEFORE ANY PLANTING IS DONE IN THE AREA.
8. PLANT SUBSTITUTIONS WILL BE PERMITTED, REQUEST SUBSTITUTION IN WRITING GIVING REASONS FOR SUCH SUBSTITUTIONS.
9. REMOVE ALL WIRE, STRING, WIRE BASKETS, BURIAL, CONTAINERS, ETC., FROM THE ROOTBALL OF PLANTS BEFORE BACKFILLING THE PLANTING HOLE.
10. WARRANTY FOR THE PLANTING MATERIAL SHALL BE ONE YEAR FROM THE DATE OF ACCEPTANCE. (TREES, SHRUBS AND UNDERGROUNDS).

CONDE INC.
ENGINEERING / PLANNING
6000 S. RICH BLVD.
EL PASO, TEXAS 79905
TEL: (951) 686-0883
FAX: (951) 686-0885

RICH BEEM LANDSCAPE

PROJECT NAME
RICH BEEM BLVD HIKE AND BIKE TRAIL

LOCATION
BEING LOT 1A, BLOCK 545, TIERRA DEL ESTE UNIT 61, REPLAT 1, AND LOT 37, BLOCK 502, LOTS 23 & 24, AND LOT 38, BLOCK 502, LOTS 25 & 26, AND LOT 39, BLOCK 502, LOTS 27 & 28, AND LOT 40, BLOCK 502, LOTS 29 & 30, TIERRA DEL ESTE UNIT SIXTY TWO, CITY OF EL PASO, TEXAS, TEXAS

DATE
03/11/14

REVISIONS

LANDSCAPE PLAN

PLANTS & FURNITURE REVISIONS

DATE
09/29/14

BY
R.M.

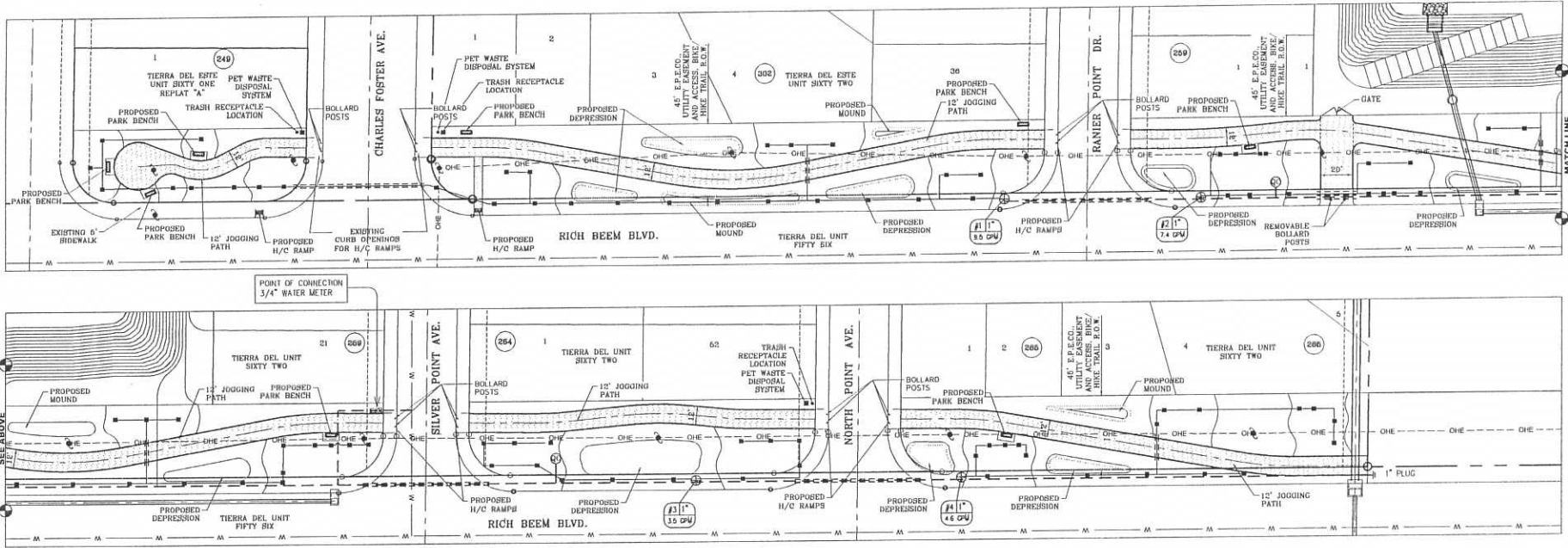
JOB NO.
CONTAINING 1.62 ACRES

GRAPHIC SCALE
SCALE: 1"=30'

PROJECT E SEAL

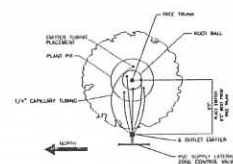
CONDE INC.
REGISTERED PROFESSIONAL ENGINEER
NO. 10000
STATE OF TEXAS

SHEET 2 OF 4

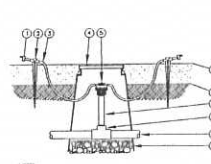


IRRIGATION PLAN GENERAL NOTES

1. IRRIGATION PLAN IS DIAGNOSTIC IN NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR ACCOMPANYING FULL COVERAGE IN ALL AREAS WITH SPECTED EQUIPMENT. ANY DISCREPANCIES IN THE PLAN SHOULD BE BROUGHT TO THE PROJECT MANAGER'S ATTENTION DURING CONSTRUCTION.
2. ALL FITTINGS AND NECESSARY EQUIPMENT REQUIRED TO MAKE THIS IRRIGATION SYSTEM OPERATE PROPERLY AND TO COMPLY WITH LOCAL AND STATE CODES ARE INDICATED ON THESE PLANS AND ARE THE CONTRACTOR'S RESPONSIBILITY.
3. CONTRACTOR WILL BE HELD LIABLE FOR GAINING ACCESS UNDER ALL PAYMENTS.
4. SLEEVES SHOWN ON THE PLANS SHOULD BE VERIFIED FOR ACCESSIBILITY AND FEASIBILITY BEFORE BID IS MADE.
5. THE CONTRACTOR SHALL LOCATE AND VERIFY EACH WATER TAP TO WHICH THE IRRIGATION SYSTEM WILL CONNECT. ALL EQUIPMENT AND INSTALLATION METHODS SHALL COMPLY WITH THE STANDARDS OF THE CITY OF PASO AND THE SPECIFICATIONS.
6. CONTRACTOR IS RESPONSIBLE FOR ALL CONNECTIONS AND VALVES REQUIRED FOR THE FULL IMPLEMENTATION OF THE SYSTEM.
7. THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO INITIATING WORK.
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE OR INTERRUPTION IN SERVICE CAUSED BY HIS EXCAVATIONS AND/OR WORK.
9. CONTRACTOR SHALL PROVIDE SLEEVES FOR NEW IRRIGATION LINES CROSSING UNDER CONCRETE SIDEWALKS. SLEEVES SHALL BE 3 TIMES THE PIPE SIZE EXTENDED 24" BEYOND EDGE OF SURFACE, BE WRAPPED WITH MINIMUM 4 MIL PLASTIC AND TAPPED WITH 3/4" BRASS HEAVY DUTY PLASTIC.



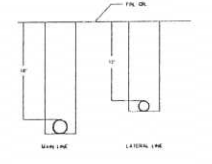
EMITTER OUTLET PLACEMENT DETAIL



EMITTER OUTLET PLACEMENT DETAIL

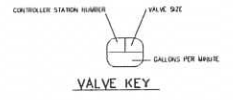


EMITTER OUTLET PLACEMENT DETAIL

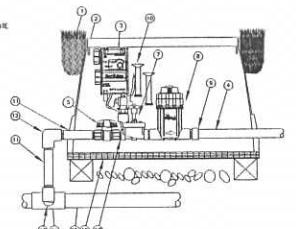


EMITTER OUTLET PLACEMENT DETAIL

IRRIGATION LEGEND	
	3/4" FIBCO 825YA; REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY.
	RAINBIRD XEZ-100-PRO-COM DRIP CONTROL ZONE KIT WITH TBOS2CM1 SYSTEM (SEE DRIP CONTROL ZONE DETAIL SHEET)
	3/4" WATER METER (BY OTHERS) MAXIMUM FLOW 15 GPM
	MULTI-PORT EMITTER MANIFOLD-RAINBIRD CUT-6/8/10 (SEE EMITTER DETAIL SHEET)
	SLEEVE, PVC PIPE, CLASS 200. SIZE AS NOTED
	QUICK COUPLER RAINBIRD 330LRC
	1" MAIN LATERAL PIPE, PVC SCHEDULE 40
	1" LATERAL PIPE, PVC CLASS 200



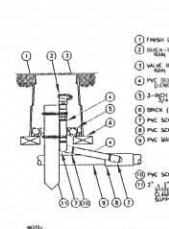
EMITTER OUTLET PLACEMENT DETAIL



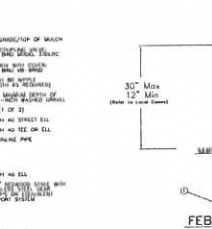
EMITTER OUTLET PLACEMENT DETAIL



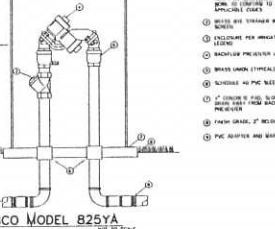
EMITTER OUTLET PLACEMENT DETAIL



EMITTER OUTLET PLACEMENT DETAIL



EMITTER OUTLET PLACEMENT DETAIL



EMITTER OUTLET PLACEMENT DETAIL

CONDE INC.
ENGINEERING / PLANNING
6000 SHERRY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (940) 386-0288
FAX: (940) 386-0288

RICH BEEM IRRIGATION

SHEET 3 OF 4

PROJECT NAME
RICH BEEM BLVD, TIERRA DEL ESTE UNIT SIXTY TWO

DATE
MARCH 2014

DESIGN BY
R.M.

INITIATED BY
O.M.

CHECKED BY
R.M.

JOB NO.
100

BENCH MARK
CITY MONUMENT AT THE CENTRAL INTERSECTION OF RICH BEEM BLVD AND RAINBOW PURCHAS DATUM
ELEVATION 4082.84

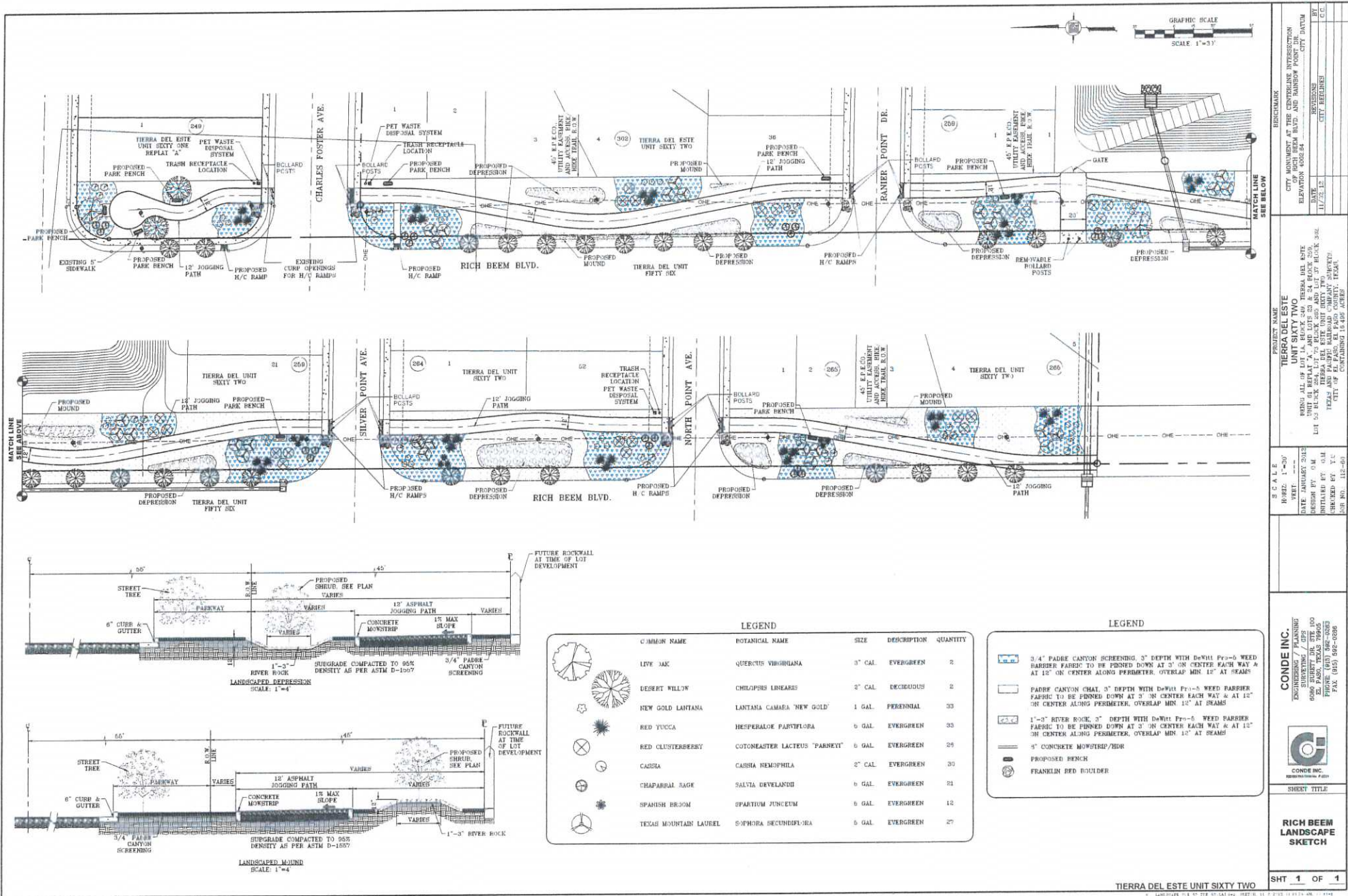
REVISIONS

DATE	BY	REVISIONS
03/12/14	R.M.	BRIGADIER DESIGN
09/30/14	R.M.	MOVED QUICK COUPLER

EXHIBIT "C"
Site Plan



EXHIBIT C



TIERRA DEL ESTE UNIT SIXTY TWO

PROJECT NAME		UNIT SIXTY TWO
PROJECT ADDRESS		LOT 52 BLOCK 288A LOT 75 BLOCK 288 AND LOT 34 BLOCK 288
PROJECT CITY		TEXAS AND PARKWAY BARBADO COMPANY TRACTS
PROJECT COUNTY		CITY OF DALLAS, TEXAS
PROJECT ACRES		CONTAINING 15.485 ACRES
DATE		11/2/12
BY		CONDE INC.
CHECKED BY		CONDE INC.
APPROVED BY		CONDE INC.
SCALE		1"=20'
DATE		JANUARY 2012
BY		CONDE INC.
CHECKED BY		CONDE INC.
APPROVED BY		CONDE INC.
PROJECT ADDRESS		LOT 52 BLOCK 288A LOT 75 BLOCK 288 AND LOT 34 BLOCK 288
PROJECT CITY		TEXAS AND PARKWAY BARBADO COMPANY TRACTS
PROJECT COUNTY		CITY OF DALLAS, TEXAS
PROJECT ACRES		CONTAINING 15.485 ACRES
DATE		11/2/12
BY		CONDE INC.
CHECKED BY		CONDE INC.
APPROVED BY		CONDE INC.

SHT 1 OF 1



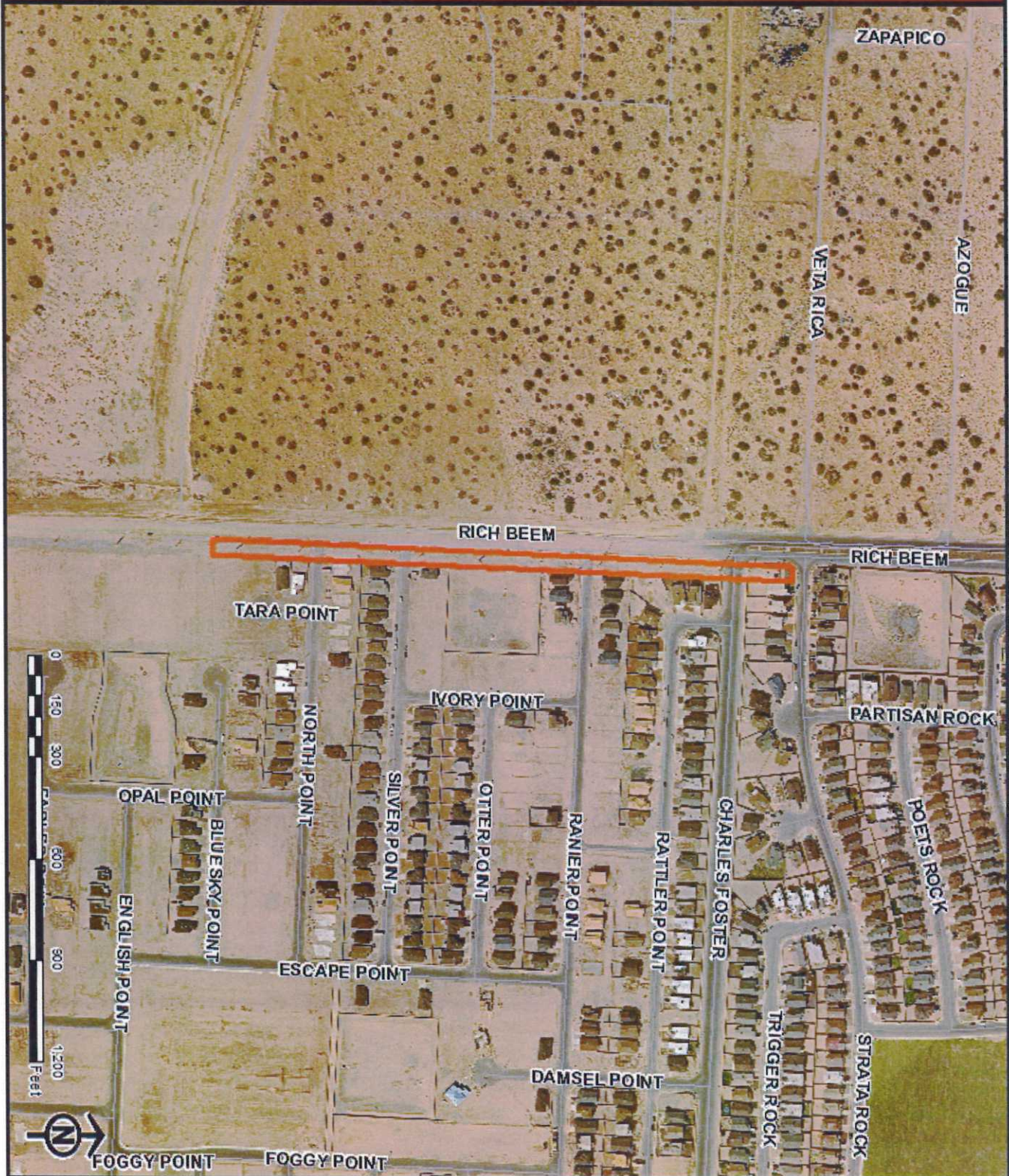
Recommendation/Public Input

- Planning Division recommendation: Approval
- CPC Vote: Approval recommendation (7-0)
- Public Input: None received.

TDE RICH BEEM TRAIL



TDE RICH BEEM TRAIL

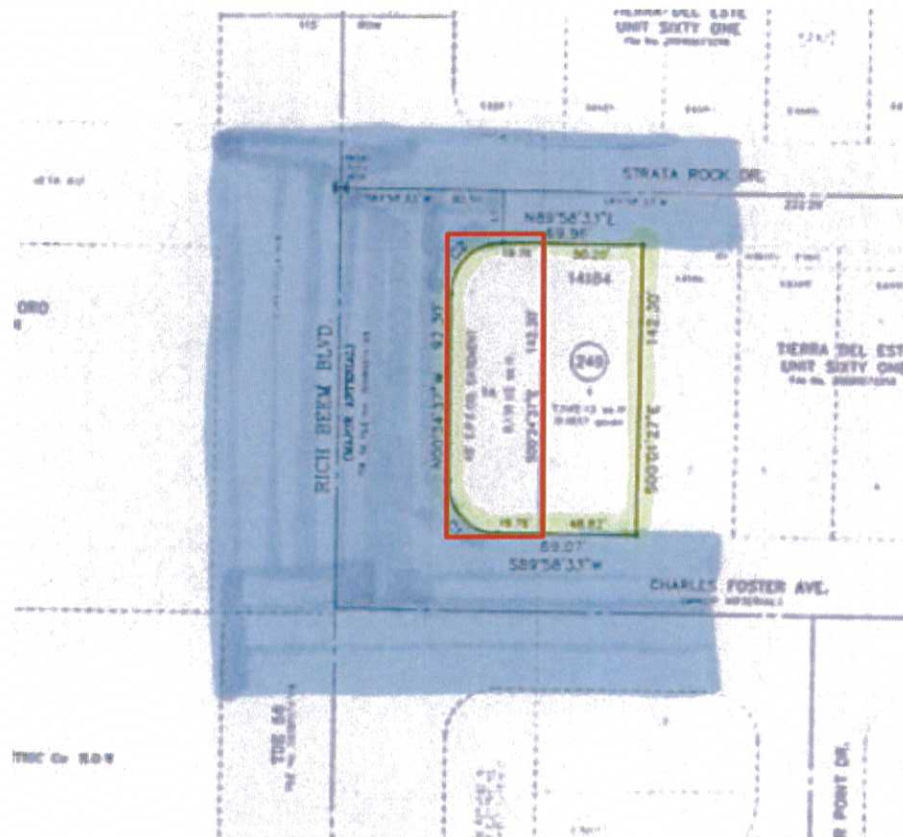


TDE RICH BEEM TRAIL

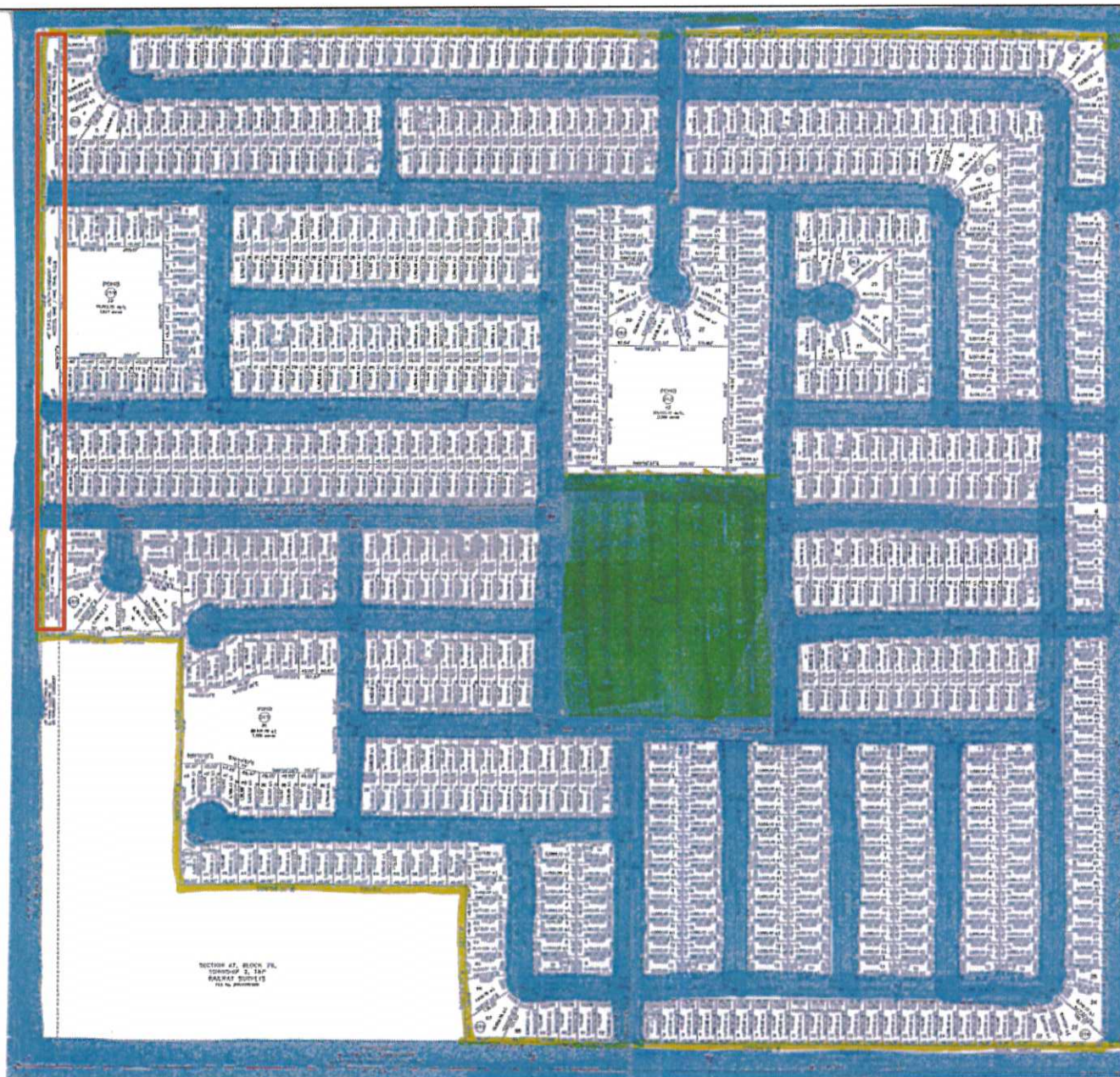


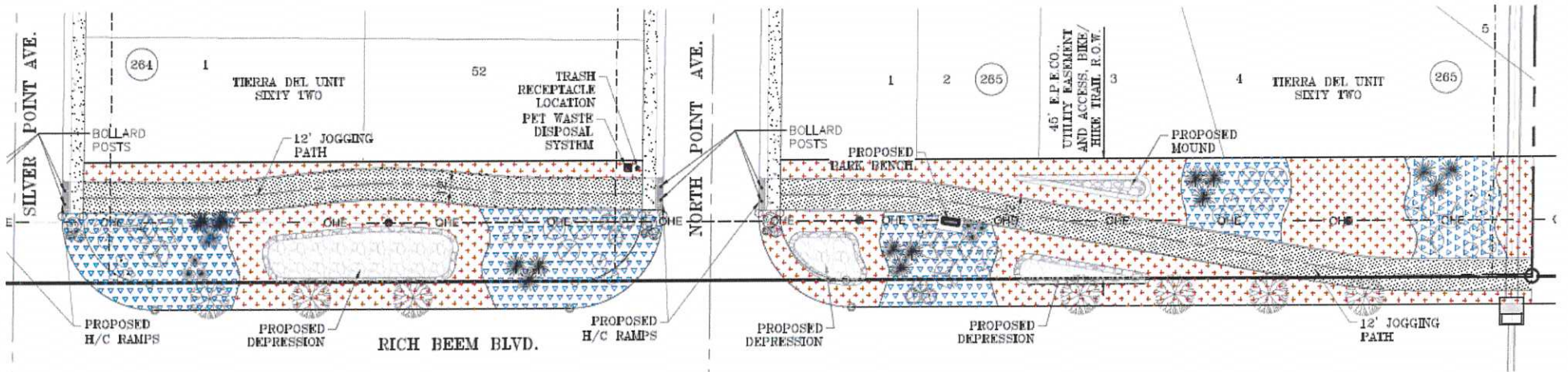
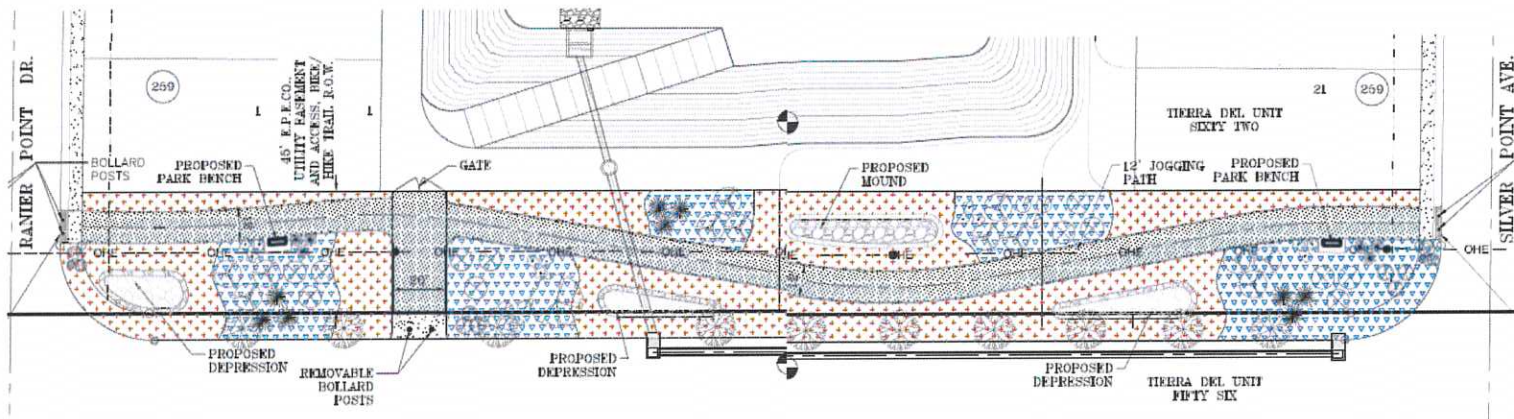
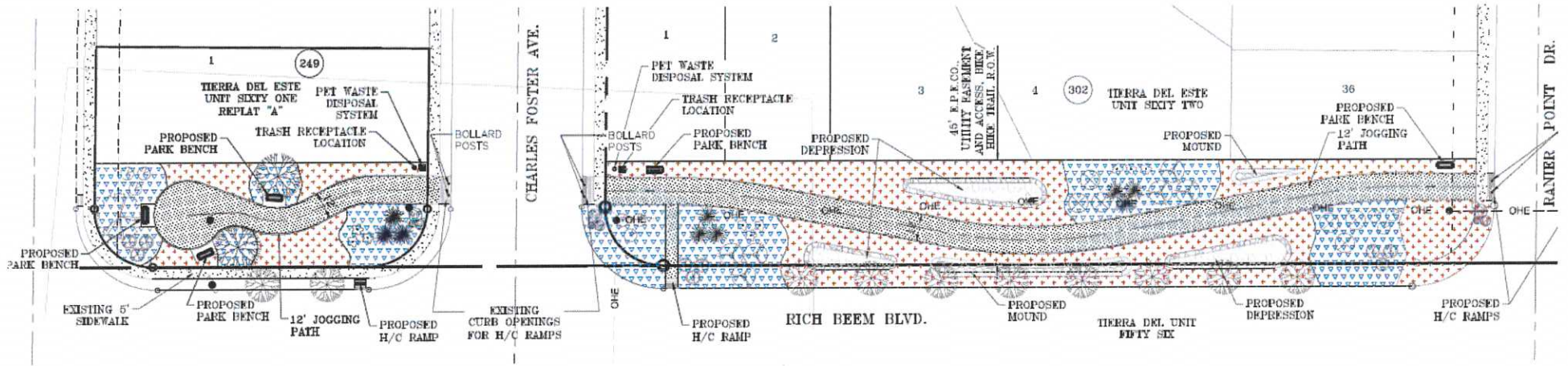
TDE #61 Replat A – Filed Jan 2011

SERVICE SOLUTIONS SUCCESS



TDE #62 – Filed March 2011





SERVICE SOLUTIONS SUCCESS

