

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

**DEPARTMENT:** Planning and Inspections, Planning Division

**AGENDA DATE:** Consent 12/10/19

**CONTACT PERSON NAME AND PHONE NUMBER:**

Philip F. Etiwe, 915-212-1553, [Etiwepf@elpasotexas.gov](mailto:Etiwepf@elpasotexas.gov)  
Nelson Ortiz, 915-212-1606, [Ortiznx@elpasotexas.gov](mailto:Ortiznx@elpasotexas.gov)

**DISTRICT(S) AFFECTED:** N/A

**STRATEGIC GOAL:** 3 – Promote the visual image of El Paso

**SUBGOAL:** 3.1 – Provide business friendly permitting and inspection processes  
3.2 – Improve the visual impression of the community

**SUBJECT:**

A Resolution authorizing the City Manager to sign the Development Agreement between the City and GFA Limited Partnership for the Park Site located on a parcel of land containing 4.77 acres, more or less, being a portion of Lot 8, Gateway Estates, El Paso County, Texas. Subject Property: North of Vista Del Sol and East of Joe Battle. Owner: GFA Limited Partnership. (Extraterritorial Jurisdiction).

**BACKGROUND / DISCUSSION:**

On June 13, 2019, the CPC reviewed and recommended approval of the Gateway Estates off-site park dedication/development agreement.

**PRIOR COUNCIL ACTION:**

There is no prior City Council action on this proposed request.

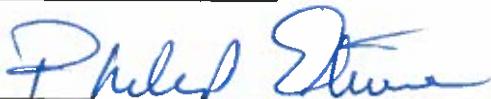
**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:**



Philip F. Etiwe, Director  
Planning and Inspections Department

## **RESOLUTION**

**WHEREAS**, GFA Limited Partnership, a Texas Limited Partnership, ("GFA") and the City of El Paso, Texas ("City"), desire to enter into a Development Agreement to dedicate a Park Site ("Exhibit "A") to the City for use as a public park; and

**WHEREAS**, GFA is the owner of a parcel of land containing 4.77 acres, more or less, being a portion of Lot 8, Gateway Estates, El Paso County Texas, and being more particularly described by the metes and bounds described at Exhibit "A"; and

**WHEREAS**, Title 19 (Subdivisions) of the El Paso City Code allows a developer to request that an off-site dedication of parkland be accepted within the corporate limits or within the areas designated within the path of annexation in the city's extraterritorial jurisdiction; and

**WHEREAS**, the Park Site qualifies under the Subdivision Code as an off-site park dedication and is located within Park Zone E-10 and the Gateway Estates Phase III Land Study; and

**WHEREAS**, once the Park Site is dedicated to the City, the GFA is required to develop the Park Site within two years of the approval of the Development Agreement by the El Paso City Council; and

**WHEREAS**, the City has negotiated with the GFA for the specific improvements for the Park Site and wishes to accept the dedication of land as a park; and

**WHEREAS**, the El Paso City Plan Commission, on June 13, 2019, recommended approval of the off-site dedication of the Park Site.

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

That the City Manager be authorized to sign the Development Agreement between the City and GFA for the Park Site located on a parcel of land containing 4.77 acres, more or less being a portion of Lot 8, Gateway Estates, El Paso County Texas, and being more particularly described by the metes and bounds described at Exhibit "A".

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**CITY OF EL PASO:**

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Dee Margo, Mayor

(Signatures on the following page)

**ATTEST:**

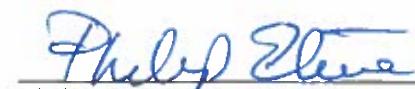
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**



Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



Philip F. Etiwe, Director  
Planning & Inspections Department

(Exhibit "A" on the following page)

## EXHIBIT "A"

### Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

#### DESCRIPTION (OFF-SITE PARK)

Description of a 4.77 acre parcel being a portion of Lot 8, Gateway Estates, El Paso County, Texas, according to the Plat thereof recorded in Volume 41, page 13, 13A and 13B, Plat Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** for reference at found concrete monument in the centerline of Loop 375 (no brass cap) at station 240+24.50 (original 2" pipe McCombs corner) replaced by TxDOT with mkr. & g.p. as noted on TxDOT plans (now obliterated). **WHENCE** a found 2" iron pipe (Bakers) for the common easterly corner of Sections 12 and 13, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, El Paso County, Texas, bears S 86°56'48" E, a distance of 21,261.20 feet, **WHENCE** a previously found 1/2" rebar (now obliterated) for the southerly corner of said Gateway Estates, El Paso County, Texas, bears S 86°56'48" E, a distance of 5,309.32 feet; **THENCE** S 86°56'48" E, along the the southerly line of Gateway Estates, El Paso County, Texas, a distance of 4,493.52 feet to a point; **THENCE**, N 03°03'12" E, a distance of 1,809.74 feet to a point on the northerly right-of-way line of Amesbury Avenue, **WHENCE**, the southeasterly corner of Lot 8, Gateway Estates, El Paso County, Texas, bears S 86°56'48" E, a distance of 189.09 feet, and said point also being the **POINT OF BEGINNING** of this description;

**THENCE**, N 86°56'48" W (N 89°59'56" W-record), along said northerly right-of-way, a distance of 321.65 feet to a point of curvature;

**THENCE**, 31.42 feet along the arc of a curve to the right, with a radius of 20.00 feet, an interior angle of 90°00'32", and a chord which bears N41°56'32"W, a distance of 28.29 feet to a point;

**THENCE**, N 03°03'44" E, a distance of 465.49 feet to a point of curvature;

**THENCE**, 31.41 feet along the arc of a curve to the right, with a radius of 20.00 feet, an interior angle of 89°59'28", and a chord which bears N48°03'28"E, a distance of 28.28 feet to a point;

**THENCE**, S 86°56'48" E, a distance of 76.78 feet to a point of curvature;

**THENCE**, 9.59 feet along the arc of a curve to the right, with a radius of 20.00 feet, an interior angle of 73°12'55", and a chord which bears S73°12'55"E, a distance of 9.49 feet to a point of curvature;

**THENCE**, 176.82 feet along the arc of a curve to the left, with a radius of 70.00 feet, an interior angle of 144°43'47", and a chord which bears N48°09'05"E, a distance of 133.42 feet to a point of curvature;

**THENCE**, 10.08 feet along the arc of a curve to the right, with a radius of 20.00 feet, an interior angle of 28°53'21", and a chord which bears N09°46'08"W, a distance of 9.98 feet to a point of curvature;

**THENCE**, 49.28 feet along the arc of a curve to the right, with a radius of 373.00 feet, an interior angle of 7°34'10", and a chord which bears N08°27'37"E, a distance of 49.24 feet to a point of curvature;

**THENCE**, 28.21 feet along the arc of a curve to the right, with a radius of 20.00 feet, an interior angle of 80°48'30", and a chord which bears N52°38'57"E, a distance of 25.93 feet to a point on the southerly right-of-way line of Serran Avenue;

**THENCE**, S 86°56'48" E, (S 89°59'56" E-record) along said southerly right-of-way line, a distance of 116.14 feet to a point of curvature;

**THENCE**, 31.33 feet along the arc of a curve to the right, with a radius of 20.00 feet, an interior angle of 89°44'57", and a chord which bears S42°04'19"E, a distance of 28.22 feet to a point;

**THENCE**, S 02°48'09" W, a distance of 632.98 feet to a point of curvature;

## Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

THENCE, 31.50 feet along the arc of a curve to the right, with a radius of 20.00 feet, an interior angle of 90°15'03", and a chord which bears S47°55'41"W, a distance of 28.35 feet to the POINT OF BEGINNING of this easement, and containing in all of 4.77 acres more or less.

### NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings recited are grid bearings derived from RTK observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distance.
3. This description does not intend to be a subdivision process which may be required by the City of El Paso ordinance, and it is the client's/owner responsibility to comply with this ordinance if it is required.
4. A sketch of even date accompanies this description

*Barragan*  
\_\_\_\_\_  
Benito Barragan, TX R.P.L.S 5615,  
Barragan and Associates Inc.  
November 8, 2018  
Gateway Estates Replat "H" Park



**STATE OF TEXAS )** **DEVELOPMENT AGREEMENT**  
**COUNTY OF EL PASO )**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **GFA LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP**, 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 a parcel of land containing 4.77 acres, more or less, being a portion of Lot 8, Gateway Estates, El Paso County, Texas, and being more particularly described by the metes and bounds description and survey attached hereto and made part hereof as Exhibit "A" ("Park Site"); and,

**WHEREAS**, the Developer wishes to dedicate the Park Site to the City for use as a park; and,

**WHEREAS**, Title 19 (Subdivisions) of the El Paso City Code allows a developer to request that an off-site dedication of parkland be accepted within the corporate limits or within the areas designated within the path of annexation in the city's extraterritorial jurisdiction; and

WHEREAS, the Park Site qualifies under the Subdivision Code as an off-site park dedication and is located within Park Zone E-10 and the Gateway Estates Phase III Land Study; and

WHEREAS, once the Park Site is dedicated to the City, the Developer is required to develop the Park Site within two years of the approval of this Development Agreement by the El Paso City Council; and

**WHEREAS**, the City has negotiated with the Developer for the specific improvements for the Park Site and wishes to accept the dedication of land as a park; and

WHEREAS, the El Paso City Plan Commission, on June 13, 2019, recommended approval of the off-site dedication of the Park Site; and

**WHEREAS**, the El Paso City Council has approved this agreement (the "Agreement") and has authorized the City Manager to sign this Agreement;

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **DESCRIPTION:** The Developer, being the owner of the Park Site, hereby agrees to dedicate said Park Site to the City for park purposes.

**2. PARKLAND DEDICATION CREDIT:** The Developer, by this off-site dedication, is hereby granted a 1.61-acre parkland credit for Gateway Estates Unit One Replat G, a 2.67-acre parkland credit for Gateway Estates Unit One Replat H, and 0.49 acre parkland credit for parkland dedication applicable toward any subsequent parkland requirement within future

residential development within Phases III and IV of the Gateway Estates Land Study, subject to the provisions of the Agreement. All other "Park Sites" shown on the Gateway Estates Phase III and IV Land Study shall not change in size or location as a result of this off-site dedication.

**3. IMPROVEMENTS:** The Park Site shall be improved by the Developer in accordance with current Section 19.20.050 (Standards for deeded parkland) as approved by Mayor & Council on June 26, 2018, the most current Design Standards for Construction for park facilities, the "Site Plan" attached hereto as Exhibit "B", the "Cost Estimate" attached hereto as Exhibit "C" (collectively the "Park Improvements"), the requirements of Chapter 19.20 (Parks and Open Space), and all other provisions of the Subdivision Ordinance and City Code.

3.1. The Developer must provide improvement plans for the proposed Park Site.

3.2. Construction of the Park Improvements must be completed within two (2) years of the acceptance of this Agreement by City Council without any time extensions and constructed in accordance to the attached Site Plan and Cost Estimate. Additionally, the park site improvements shall include paving frontage, curbing, gutter and utility extension for all street(s) abutting the outside perimeter of the off-site park.

3.3. Developer is herein authorized to enter the Park Site at any time for the purpose of completing the Park Improvements, as set out in the attached Site Plan and Cost Estimate.

3.4. Developer agrees to submit security for completion of the Park Site improvements in accordance with Section 19.08.040 (Security for completion of improvements) of the Subdivision Ordinance prior to approval of this agreement by City Council.

**4. ADJACENT DEVELOPMENT:** Developer agrees to develop any new development abutting the Park Site in accordance with the requirements of Title 19 and all other applicable provisions of the Subdivision Ordinance and all other provisions of the City Code as well El Paso County development requirements as the additional provisions of this Agreement.

4.1. No residential lots shall directly abut the boundary of the Park Site.

4.2. Developer agrees to complete and attain acceptance from the City for the park located within Gateway Estates Unit One Replat F prior to the recording of Gateway Estates Unit One Replat G. The Developer may instead opt to submit security, in accordance with Section 19.08.040, for the remaining park improvements.

**5. CITY'S PARTICIPATION:** The City shall not bear any costs, nor shall the Developer be entitled to any reimbursement of costs, associated with this Agreement.

**6. TITLE, TAXES and CONVEYANCE:** The Developer agrees to pay the cost of providing a title search, preparation of the deed, as well as recording costs for the deed on the Park Site, 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 Council. The Developer shall deliver to the Planning and Inspections Department the deed conveying fee simple title of the Park Site within two (2) years of the acceptance of this Agreement by City Council and in accordance with City Code Chapter 19.20 (Parks and Open Space).

**7. INSURANCE & BOND:** Throughout the time that the Improvements are under construction (the "Construction Period"), Developer shall have its contractor provide and keep in force, comprehensive general liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) for personal injuries sustained by one claimant from a single occurrence, TWO MILLION DOLLARS (\$2,000,000.00) for personal injuries to more than one claimant from a single occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) for property damages from a single occurrence. The City shall be provided with a copy of the policy evidencing such coverage. Such policy shall name the City as additional insured and shall be issued by an insurance company licensed to do business in Texas. Such policy shall provide for 30 days written notice to the City prior to cancellation or material alteration of the insurance coverage.

**7.1 Bond Required.** Pursuant to Texas Local Government Code Section 212.073, Developer must provide a performance bond for the Total Improvement Cost to secure fulfillment of all of Developer's obligations under this Agreement. The bond must be provided prior to the approval of this Agreement and shall be provided to the Deputy Planning Director of the Planning and Inspections Department. The bond shall be in a form approved by the City Attorney's Office. The bond must be executed by a corporate surety in accordance with Texas Government Code Section 2253. The bond shall identify the City as Owner and Obligee and shall bind both Developer's contractor and the Surety, their heirs, administrators, executors, successors and assignees, jointly and severally. The bond shall expressly provide that Developer's contractor shall faithfully render performance under this Agreement and shall remain in full force and effect until all requirements of the Agreement have been performed to the City's satisfaction.

**8. INDEMNIFICATION: AS A CONDITION OF THIS AGREEMENT, DEVELOPER OR ITS INSURER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE,) INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS INDEMNIFICATION PARAGRAPH SHALL APPLY EVEN WHERE SUCH BODILY OR PERSONAL INJURY, ILLNESS, LOSS OF SERVICES, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY RESULTS FROM OR INVOLVES NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. WITHOUT MODIFYING THE CONDITIONS PRECEDENT FOR PRESERVING DEFENSES, ASSERTING CLAIMS OR ENFORCING ANY LEGAL LIABILITY, AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY SHALL PROMPTLY FORWARD TO DEVELOPER EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. DEVELOPER SHALL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS DEVELOPER MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. DEVELOPER SHALL PAY ALL JUDGMENTS IN ACTIONS DEFENDED BY DEVELOPER PURSUANT TO THIS SECTION ALONG WITH ALL**

**ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY DEVELOPER, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION SHALL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO DEVELOPER'S PROPERTY FROM ANY CAUSE.**

**9. PARKLAND DEDICATION ORDINANCE:** All provisions of this Agreement are subject to Title 19 (Subdivisions and Development Plats), Chapter 19.20 (Parks and Open Space) and all other applicable provisions of the Code, and nothing herein is intended to waive or modify any provision of the Code. It is understood, however, that this Agreement may contain provisions requiring the Developer to do more than the Code requires or to receive less parkland credits due to the encumbrance of easements and public right-of-way and the Developer is obligated to comply with such provisions. If any portion of the Park Site is determined to have restrictions limiting recreational use, the determined acreage will be deducted from the credit granted in paragraph 2.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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  
Attn: City Manager  
P.O. Box 1890  
El Paso, TX 79950-1890

GFA, Limited Partnership

City of El Paso  
Planning and Inspections Department  
Attn: Deputy Planning Director  
City 3  
801 Texas Ave  
El Paso, Texas 79901  
Tel: (915) 212-1553

1525 Goodyear Drive  
El Paso, Texas 79936  
(915) 598-1105

17. **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:**

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Tomás González  
City Manager

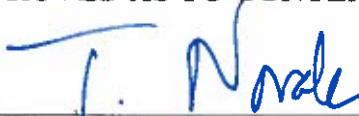
**APPROVED AS TO FORM:**

  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
Philip F. Etiwe  
Planning and Inspections Department

**APPROVED AS TO CONTENT:**

  
Tracy Novak, Director  
Parks & Recreation Department

**GFA LIMITED PARTNERSHIP, LLC:**

Name: Albert Gamboa

Title: Managing Partner

*(ACKNOWLEDGEMENTS ON FOLLOWING PAGE)*

## ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 16th day of October, 2019 by Albert Gamboa as Manager on behalf of **GFA, Limited Partnership**.

**GFA, Limited Partnership**

By:

  
Albert Gamboa, Manager & President

## ACKNOWLEDGEMENT

STATE OF TEXAS              )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on the 16th day of October, 2019, by  
Albert Gamboa as Manager on behalf of GFA, Limited Partnership.

My Commission Expires: 3/29/2023

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

Dennis Devine

## EXHIBIT "A"

### Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

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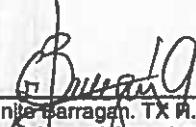
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10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

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### NOTES:

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\_\_\_\_\_  
Benito Barragan, TX R.P.L.S 5615,  
Barragan and Associates Inc.  
November 8, 2018  
Gateway Estates Replat "H" Park



PLAT OF SURVEY

PORTION OF LOT 3,  
GATEWAY ESTATES,  
EL PASO COUNTY, TEXAS  
AREA 4.77 ACRES ±



730

### CHURCHES OF CHRISTIANITY OR CHRISTIAN CHURCHES AND THE BAPTIST CHURCH

Gateway to Lang  
in a  $\frac{1}{2}$  in.  $\frac{1}{2}$  in.  $\frac{1}{2}$  in.  
a  $\frac{1}{2}$  in.  $\frac{1}{2}$  in.  $\frac{1}{2}$  in.

३४४

PORTION OF LOT 8,  
GATEWAY ESTATES,  
EL PASO COUNTY, TEXAS  
AREA 4.77 ACRES ±

THE FUTURE DEVELOPMENT OF  
GENERAL ESTATES DURING THE DECOLONIAL PERIOD

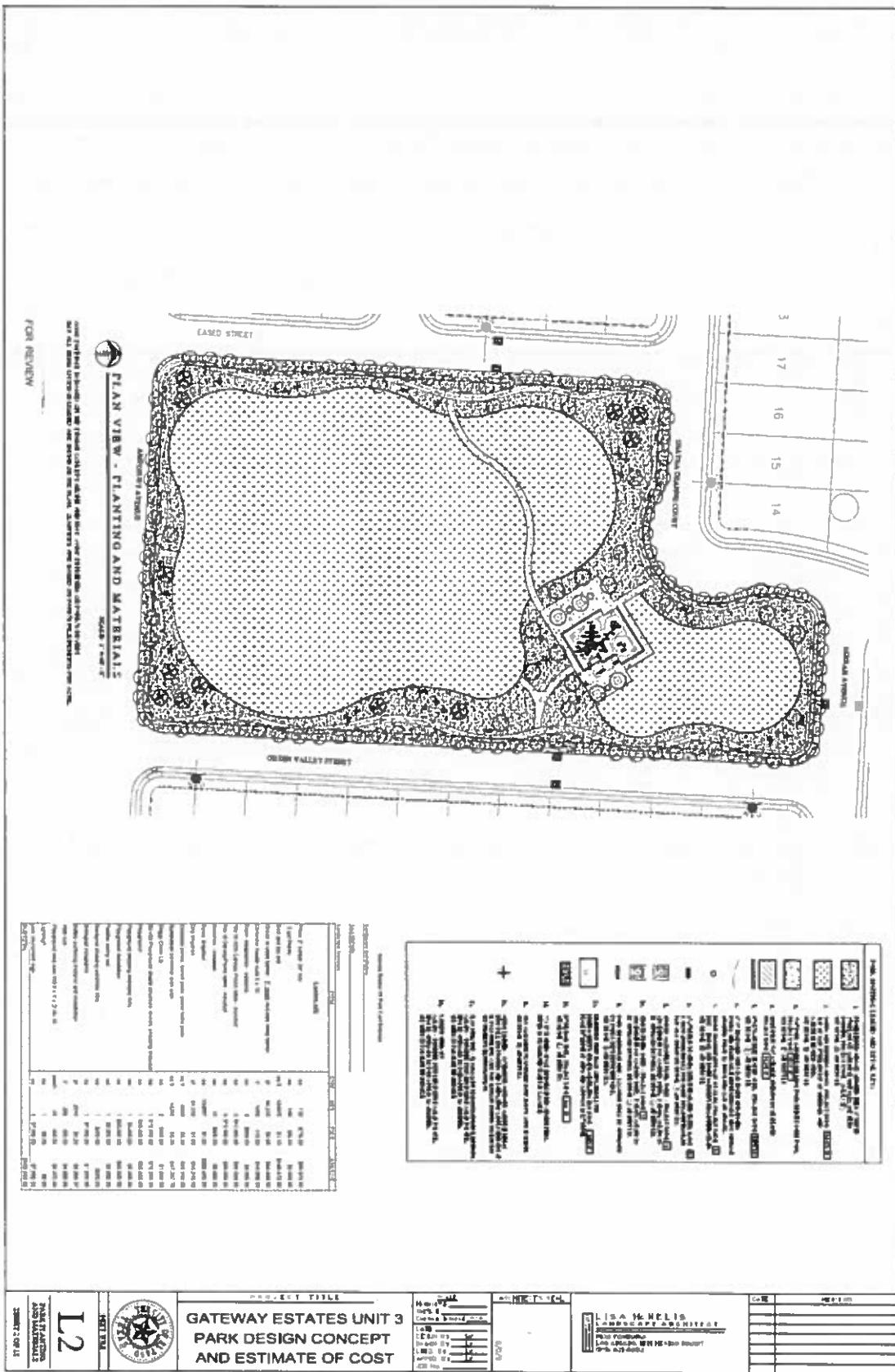
EDITORIAL

100-111



18-1007-2153/909986  
Gateway Estates off-site park dedication  
RTA

**EXHIBIT "B"**



18-1007-2153/909986

## Gateway Estates off-site park dedication RTA

Page 13 of 12

## EXHIBIT "C"

### Gateway Estates U3 Park Cost Estimate

#### Landscape Installation

Lisa McNelis

#### Landscape Architect

ITEM	UNIT	QTY	PRICE	AMOUNT
<b><u>LANDSCAPE</u></b>				
Trees 2" caliper 24" box	ea	133	\$275.00	\$36,575.00
5 gal Plants	ea	140	\$25.00	\$3,500.00
Sod and top soil	sq ft.	134975	\$1.75	\$236,206.25
Gravel w weed barrier - 3" depth includes weed barrier	sf	64,010	\$0.85	\$54,408.50
Concrete header curb 6 x 12	lf	1459	\$10.00	\$14,590.00
Trash receptacles - Installed	ea	5	\$800.00	\$4,000.00
10x10 ADA Canopy Picnic table - installed	ea	2	\$14,500.00	\$29,000.00
10x10 CanopyPicnic table - installed	ea	4	\$14,500.00	\$58,000.00
Benches - Installed	ea	10	\$965.00	\$9,650.00
Spray Irrigation	ea	134957	\$1.50	\$202,435.50
Drip Irrigation	sf	64,010	\$1.00	\$64,010.00
Concrete patios, bench pads, picnic table pads	sq ft.	8520	\$3.35	\$28,542.00
Subdivision perimeter side walk	sq ft.	14265	\$4.00	\$57,060.00
Doggy Clean Up	ea	2	\$500.00	\$1,000.00
50 x50 Playground shade structure- install, shipping included	ea	1	\$76,000.00	\$76,000.00
Playground	ea	1	\$55,000.00	\$55,000.00
Playground shipping estimate 10%	ea	1	\$5,500.00	\$5,500.00
Playground installation	ea	1	\$20,000.00	\$20,000.00
Toddler swing set	ea	1	\$2,500.00	\$2,500.00
Swingset shipping estimate 10%	ea	1	\$250.00	\$250.00
Swingset installation	ea	1	\$1,000.00	\$1,000.00
Safety surfacing material and installation	sf	2819	\$2.23	\$6,286.37
Wall cap	lf	200	\$20.00	\$4,000.00
Playground rock wall 110 lf x 1' x 2' div 16	perch	25	\$95.00	\$2,375.00
30-foot high Stresscrete Concrete Pole	ea	1	\$12,000.00	\$12,000.00
park monument sign	ea	1	\$7,000.00	\$7,000.00
<b>SUBTOTAL</b>				<b>\$990,888.62</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: <b>Kellie Jones</b>
K&S Insurance Agency 2255 Ridge Road, Ste. 333 P. O. Box 277 Rockwall TX 75087		PHONE (A/C, No. Ext): (972) 771-4071 E-MAIL ADDRESS: <a href="mailto:kjones@kandsins.com">kjones@kandsins.com</a>
		FAX (A/C, No.): (972) 771-4695
		INSURER(S) AFFORDING COVERAGE
		INSURER A: <b>United Fire &amp; Casualty Company</b>
		NAIC # <b>13021</b>
INSURED		INSURER B: <b>Texas Mutual Insurance Co.</b>
T-Dyne Contractors, LLC 1525 Goodyear		22945
		INSURER C: <b>Federal Insurance Company</b>
		20281
El Paso TX 79936-6039		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: 19/20 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	85315830	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	GENL AGGREGATE LIMIT APPLIES PER:  POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:								
A	AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	85315830	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ex accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							Uninsured/Underinsured Motorist BI	\$ 1,000,000	
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			85315830	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001219471	1/1/2019	1/1/2020	X PER STATUTE	OTHR	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	Contractors Equipment C Installation Floater			4546-55-84 WCE 0669-11-05 WCE	1/1/2019	1/1/2020	Lased/Rented	300,000	
					1/1/2019	1/1/2020	Any one Jobsite	2,500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Winners' Park

Please see attached for additional information.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso PO Box 1890 El Paso, TX 79950-1890	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Gary Thompson/KELLIE <i>Gary W. Thompson</i>

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## COMMENTS/REMARKS

Additional Insured & Waiver of Subrogation Form #CG7208 07/17 Applies to the General Liability Policy.

Primary & Non-Contributory Form #CG2001 04/13 Applies to General Liability Policy  
Completed Operations Form #CG2037 04/13 Applies to General Liability Policy

Additional Insured & Waiver of Subrogation Form #CA7109 01/17 Applies to the Business Auto Policy.

Waiver of Subrogation Form #WC420304B Applies to the Workers Compensation Policy.

\*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS & EXCLUSIONS.



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## PRODUCER

K&S Insurance Agency  
2255 Ridge Road, Ste. 333  
P. O. Box 277  
Rockwall TX 75087

CONTACT NAME: Kellie Jones	INSURER(S) AFFORDING COVERAGE	NAIC #
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E-MAIL ADDRESS: kjones@kandsins.com	INSURER B: Texas Mutual Insurance Co.	22945
	INSURER C: Federal Insurance Company	20281
	INSURER D:	
	INSURER E:	
	INSURER F:	

## INSURED

T-Dyne Contractors, LLC  
1525 Goodyear

El Paso TX 79936-6039

## COVERAGES

CERTIFICATE NUMBER: 19/20 Master

## REVISION NUMBER:

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								\$	
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							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							Uninsured/Underinsured Motorist BI	\$ 1,000,000	
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			85315830	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 5,000,000	
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								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001219471	1/1/2019	1/1/2020	X PER STATUTE	OTHR-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000	
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## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Off-Site Park

Please see attached for additional information.

## CERTIFICATE HOLDER

## CANCELLATION

City of El Paso  
PO Box 1890  
El Paso, TX 79950-1890

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

Gary Thompson/KELLIE

*Gary W. Thompson*

## COMMENTS/REMARKS

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**MEMORANDUM**

**DATE:** December 3, 2019

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

**FROM:** Nelson Ortiz, Lead Planner

**SUBJECT:** SUOS18-00001 – Gateway Estates off-site park dedication / development agreement

---

The City Plan Commission (CPC) – recommended approval of this request on June 13, 2019. The development agreement provides that GFA Limited Partnership (GFA) will dedicate and improve 4.77 acres to be used as parkland. The development agreement also provides for additional regulations that must be met by GFA.

The CPC determined that the request to protects 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:** GFA Limited Partnership

I T E M

# Off-Site Park Dedication



# Recommendation | Public Input

## Planning and Development Coordinating Committee

### recommendation:

- Approval

### Public Input:

- N/A

### CPC Vote:

- Approval

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

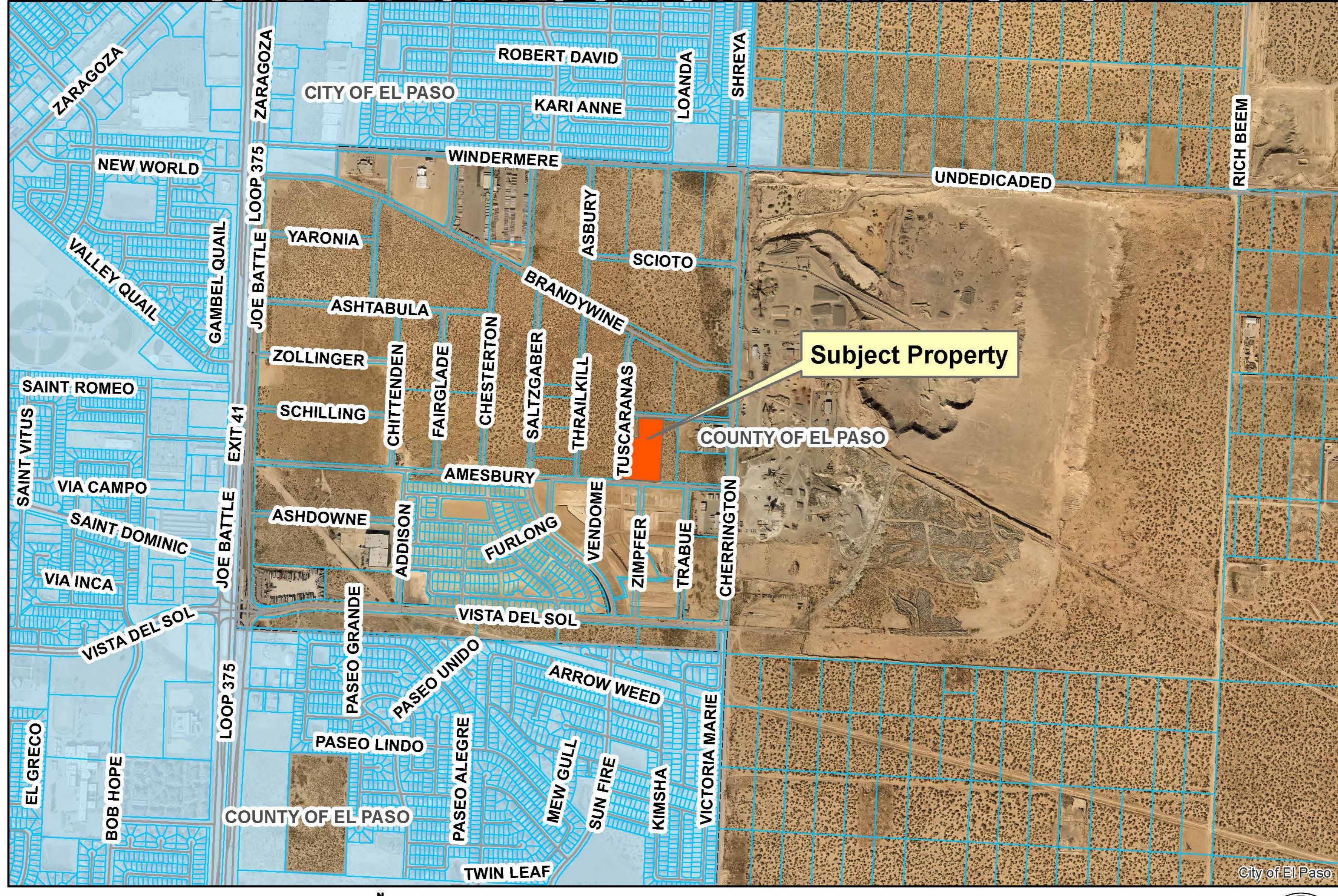
3.1 Provide business friendly permitting and inspection processes

3.2 Improve the visual impression of the community

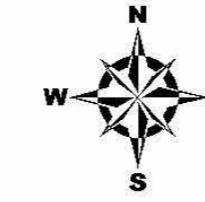


# GATEWAY ESTATES OFF-SITE PARK DEDICATION

3



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 errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



0 650 1,300 2,600 3,900 5,200  
Feet



# GATEWAY ESTATES OFF-SITE PARK DEDICATION

4



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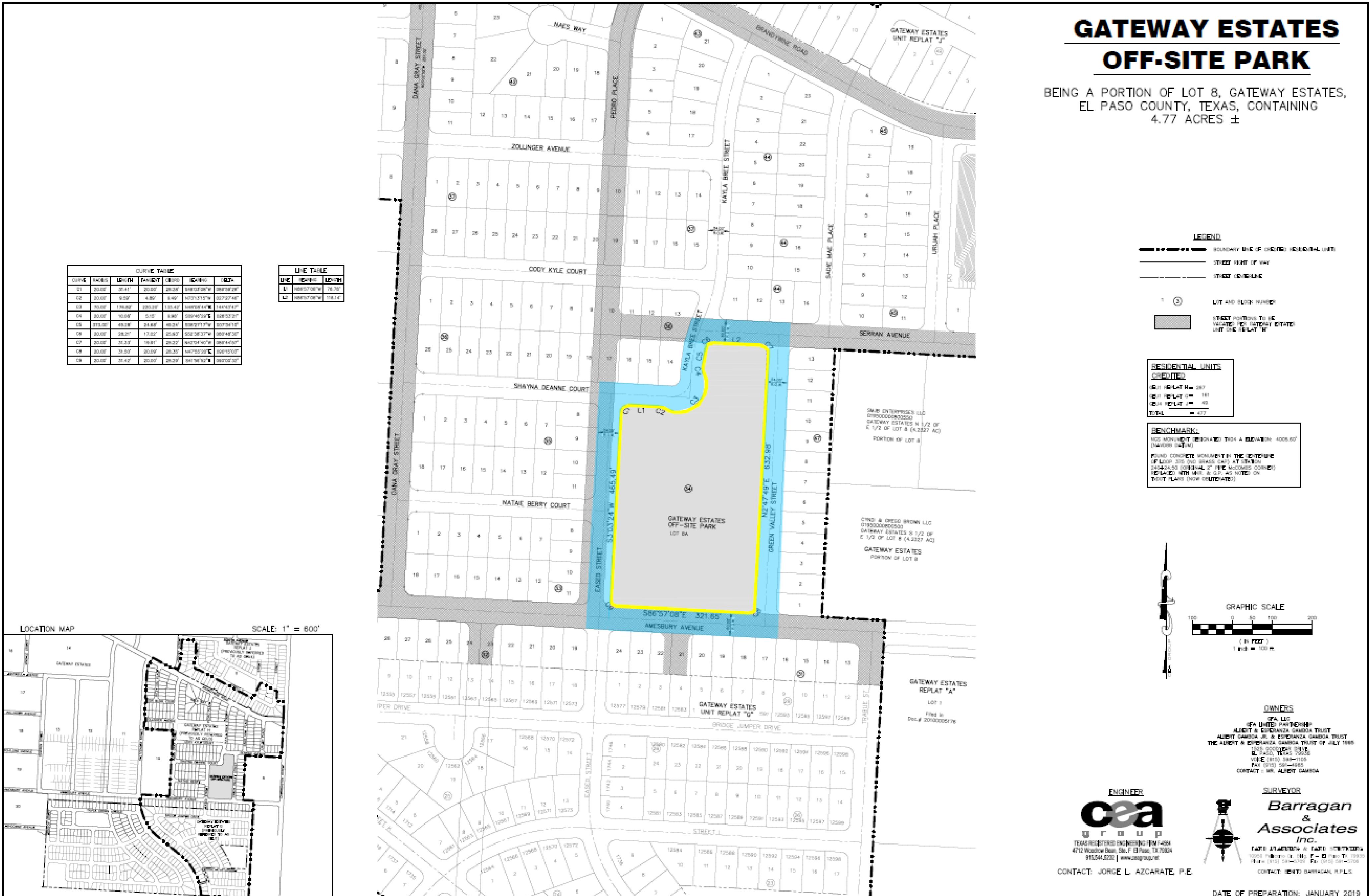


0 95 190 380 570 760  
Feet



# GATEWAY ESTATES OFF-SITE PARK

BEING A PORTION OF LOT 8, GATEWAY ESTATES,  
EL PASO COUNTY, TEXAS, CONTAINING  
4.77 ACRES ±



# GATEWAY ESTATES UNIT 3 REPLAT H

6



Recreational purposes only. Not for survey or engineering. This document is not a legal plat and is not to be used for any other purpose. It is the responsibility of the user to consult with a surveyor or attorney for any legal purposes. This document is not to be used to resolve disputes over ownership or boundaries. The user is responsible for any errors or omissions in this document. The user is responsible for any damages or losses resulting from the use of this document.



SUSU19-00017

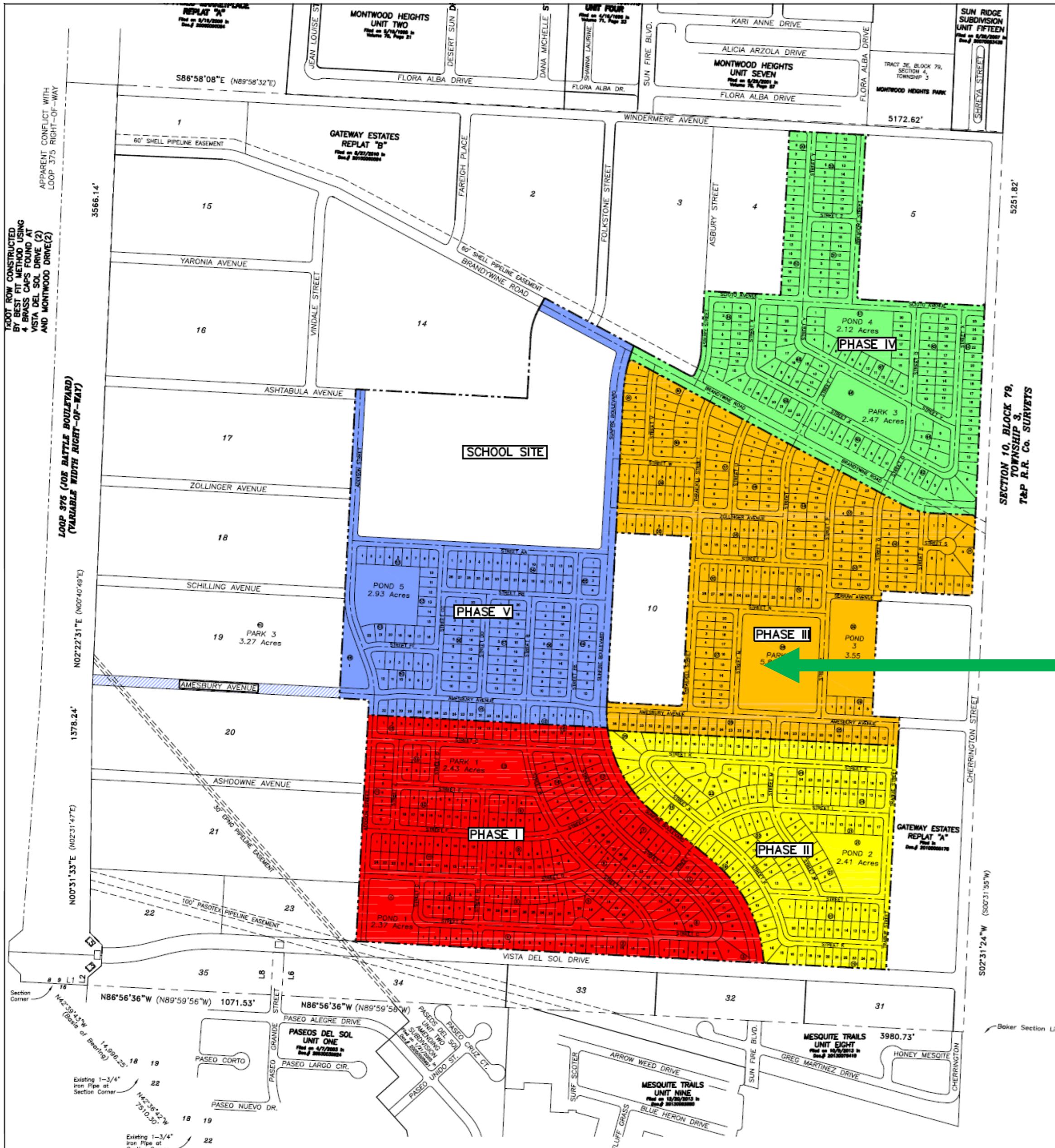
0 265 500 750 1,000 1,250 1,500 1,750 2,000 Feet



**CPC APPROVAL**  
May 30, 2019

## **LEGAL DESCRIPTION**

GATEWAY ESTATES LOTS 6,7,9,11-13,24-29, AND  
A PORTION OF LOT 4 EAST, LOT 8 WEST AND  
LOT 10 NORTH OF GATEWAY ESTATES, AND A  
REPLAT OF CHITTENDEN STREET, FAIRGLADE  
STREET, CHESTERTON STREET, SALTZGABER  
STREET, THRAILKILL STREET, TUSCARANAS  
STREET, ADDISON STREET, BLANKER STREET,  
CHILCOTE STREET, FAHLANDER STREET, VENDOME  
STREET, ZIMPFER STREET TRABUE STREET,  
ASBURY STREET, SCIOTO AVENUE, BREVOORT  
STREET, AND A PORTION OF BRANDYWINE ROAD,  
AMESBURY AVENUE AND SERRAN AVENUE, OF  
GATEWAY ESTATES, EL PASO COUNTY, TEXAS  
CONTAINING 275.80± ACRES



# CPC APPROVAL

## February 11, 2016

## FIGURE 6 CHASING PLAN INTERWAY ESTATES LAND STUDY



SCALE: 1" = 300'

PHASES	DEVELOPMENT AREA (AC)	RESIDENTIAL LOTS	POND	PARK
SCHOOL SITE	32.60	0	0	0
I	58.01	244	1	1
II	35.28	162	1	0
III	61.32	250	1	1
IV	47.55	178	1	1
* V	41.04	160	1	0
<b>TOTAL</b>	<b>275.80</b>	<b>994</b>	<b>5</b>	<b>3</b>

\* AMESBURY AVENUE OFF-SITE IMPROVEMENTS (1.99± ACRES) INCLUDED IN PHASE II.

PARKS	AREA (ACRES)
1	2.43
2	5.82
3	2.47
<b>TOTAL</b>	<b>10.72</b>

PHASING PLAN – TIMELINE		
I	2016	
II	2018	
III	2019	
IV	2021	
V	2023	

# PARKLAND DEDICATION CREDITS

## IMPROVEMENTS

## ADJACENT DEVELOPMENT

## MISCELLANEOUS

# PARKLAND DEDICATION CREDITS

4.77 acres to allocate

9

## **1\_GATEWAY ESTATES #1 REPLAT G**

**1.61 – ACRE PARKLAND CREDIT**

## **2\_GATEWAY ESTATES #1 REPLAT H**

**2.67-ACRE PARKLAND CREDIT**

## **3\_TOWARDS OTHER GATEWAY ESTATES DEVELOPMENTS**

**.49-ACRE PARKLAND CREDIT**

**1 SUBMITTAL OF SUBDIVISION IMPROVEMENT PLANS**

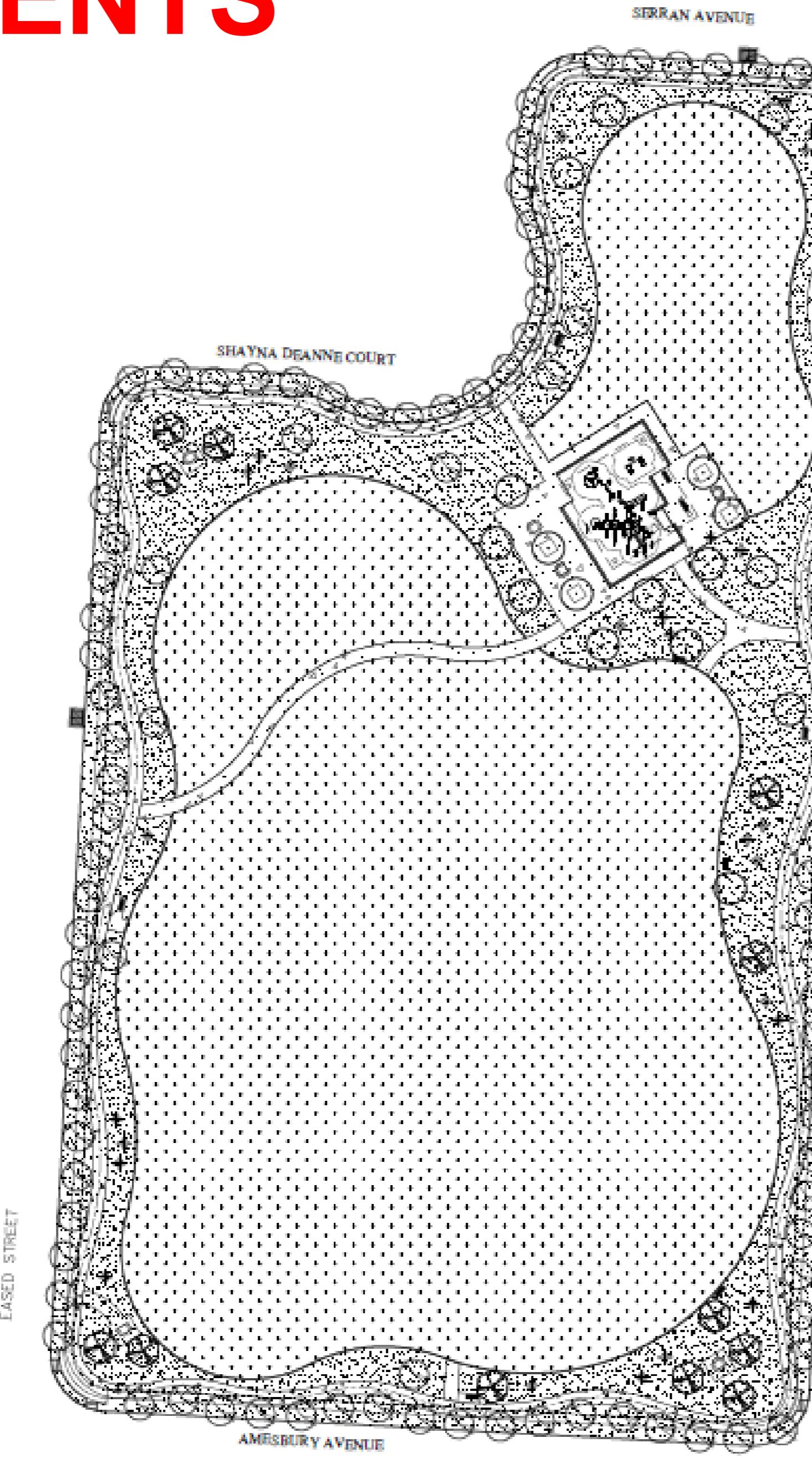
**2 TWO YEARS TO COMPLETE PARK IMPROVEMENTS**

**3 DEVELOPER MAY ENTER SITE TO COMPLETE IMPROVEMENTS**

**4 DEVELOPER SHALL SUBMIT SECURITY FOR COMPLETION OF IMPROVEMENTS**

# IMPROVEMENTS

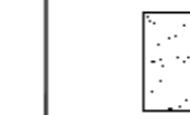
11



## PLAN VIEW - PLANTING AND MATERIALS

SCALE: 1" = 40'-0"

### PARK MATERIAL LEGEND AND DETAIL KEY:



1. FRANKLIN RED GRAVEL CRUSHER FINES 3" DEPTH  
2" BELOW ALL CONCRETE SURFACES. USE WEED  
BARRIER. PROJECT TOTAL [64,010 SF]  
SEE DETAIL (6) ON SHEET LII.



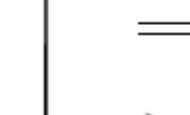
2. SANTA ANA BERMUDA GRASS PROJECT TOTAL [34,975 SF]  
TOP OF SOD 2" BELOW TOP OF SIDEWALK AND  
CONCRETE HEADER CURB.  
SEE DETAIL (7) ON SHEET LII.



3. 7'-0" PARK CONCRETE WALKWAY, PATIO, BENCH & TABLE PADS.  
PROJECT TOTAL [8520 SF]  
SEE DETAIL (8) ON SHEET LII.



4. SUBDIVISION 7'-0" CONCRETE WALKWAY BY DEVELOPER  
PROJECT TOTAL [14,265 SF]



5. 6"x12" CONCRETE HEADER CURB. PROJECT TOTAL [459' LF]  
SEE DETAIL (9) ON SHEET LII.



6. 6'-8" RECESSED AREA FOR WATER HARVESTING  
PARKS AND RECREATION REPRESENTATIVE MUST APPROVE  
GRADING PRIOR TO INSTALLING SOD OR GRAVEL.



7. DUMOR TRASH RECEPTACLE 84-32-RC PROJECT TOTAL [5]  
BLUE - INSTALL PER MANUFACTURER'S RECOMMENDATIONS  
SEE DETAIL (H) ON SHEET LII.



8. 6'-0" DUMOR 54 SERIES BENCH-IN GROUND MOUNT. TOTAL - [10]  
FOREST GREEN. INSTALL PER MANUF. RECOMMENDATIONS  
FOR ADA BENCH SEE DETAIL (I) ON SHEET LII.



9. SHADED ACCESSIBLE PICNIC TABLE - PROJECT TOTAL [3]  
CRS HAWAIIAN 8x8 COVERED TABLE. 3 SEATS. COLORS TO  
BE APPROVED BY PARKS. SEE DETAIL (J) ON SHEET LII.



10. SHADED PICNIC TABLE - PROJECT TOTAL [3]  
CRS HAWAIIAN 8x8 COVERED TABLE. 4 SEATS. COLORS TO  
BE APPROVED BY PARKS. SEE DETAIL (J) ON SHEET LII.



11. PARK INFORMATION SIGN - LOCATION SHALL BE APPROVED  
BY PARKS DEPT REPRESENTATIVE.  
SEE DETAIL (K) ON SHEET LII.



12. ENGINEERED FIBER WOOD CHIPS. INSTALL PER  
MANUFACTURER'S SPECIFICATIONS. PROJECT TOTAL [2619 SF]  
PLACE 18" DEPTH OF CHIPS AND COMPACT TO 12" DEPTH.



13. 18' HT. ROCK WALL. PROJECT TOTAL [200 LF]  
SEE DETAIL (L) ON SHEET LII.



14. 7' X 13' PLANTING SPACE IN FRANKLIN RED CRUSHER FINES.  
REFER TO PLAYGROUND PLAN FOR LOCATION.



15. ADA ACCESSIBLE PLAYGROUND RAMP. RAMPS VARY IN LENGTH.  
SEE DETAIL (M) ON SHEET LII.



16. AERIAL LIGHTING - 30' HIGH PRE-STRESSED CONCRETE DIRECT  
BURY POLE. LED FIXTURES AND LAMPS. MUST COMPLY WITH CITY OF  
EL PASO MUNICIPAL CODE FOR OUTDOOR LIGHTING SECTION 18.18  
SEE ENGINEER'S ILLUMINATION PLAN.



17. PLAY STRUCTURE - PLAYBOOSTER DESIGN EDGEмонт ELEMENTARY.  
COLORS - TANGERINE, PLUM, LIMON, LIMON COLOR PALATE.  
MUST BE APPROVED BY PARKS PRIOR TO ORDERING.  
SEE SHEET L5 FOR MORE INFORMATION.



18. TODDLER SWING SET  
COLORS - TANGERINE, PLUM, LIMON, LIMON COLOR PALATE.  
MUST BE APPROVED BY PARKS PRIOR TO ORDERING.  
SEE SHEET L5 FOR MORE INFORMATION.

ITEM	UNIT	QTY	PRICE	AMOUNT
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Sod and top soil	sq ft.	134975	\$1.75	\$236,206.25
Gravel w weed barrier - <u>3" depth</u> includes weed barrier	sf	64,010	\$0.85	\$54,408.50
Concrete header curb 6 x 12	lf	1459	\$10.00	\$14,590.00
Trash receptacles - installed	ea	5	\$800.00	\$4,000.00
10x10 ADA Canopy Picnic table - installed	ea	2	\$14,500.00	\$29,000.00
10x10 CanopyPicnic table - installed	ea	4	\$14,500.00	\$58,000.00
Benches - installed	ea	10	\$965.00	\$9,650.00
Spray Irrigation	ea	134957	\$1.50	\$202,435.50
Drip Irrigation	sf	64,010	\$1.00	\$64,010.00
Concrete patios, bench pads, picnic table pads	sq ft.	8520	\$3.35	\$28,542.00
Subdivision perimeter side walk	sq ft.	14265	\$4.00	\$57,060.00
Doggy Clean Up	ea	2	\$500.00	\$1,000.00
50 x50 Playground shade structure- install, shipping included	ea	1	\$76,000.00	\$76,000.00
Playground	ea	1	\$55,000.00	\$55,000.00
Playground shipping estimate 10%	ea	1	\$5,500.00	\$5,500.00
Playground installation	ea	1	\$20,000.00	\$20,000.00
Toddler swing set	ea	1	\$2,500.00	\$2,500.00
Swingset shipping estimate 10%	ea	1	\$250.00	\$250.00
Swingset installation	ea	1	\$1,000.00	\$1,000.00
Safety surfacing material and installation	sf	2819	\$2.23	\$6,286.37
Wall cap	lf	200	\$20.00	\$4,000.00
Playground rock wall 110 lf x 1' x 2' div 16	perch	25	\$95.00	\$2,375.00
30-foot high Stresscrete Concrete Pole	ea	1	\$12,000.00	\$12,000.00
park monument sign	ea	1	\$7,000.00	\$7,000.00
<b>SUBTOTAL</b>				<b>\$990,888.62</b>

# ADJACENT DEVELOPMENT

**1 NO RESIDENTIAL LOTS SHALL DIRECTLY ABUT THE PARK**

**2 PARK LOCATED WITHIN GATEWAY ESTATES #1 REPLAT F MUST BE  
COMPLETED AND ACCEPTED BY THE CITY BEFORE RECORDING OF GATEWAY  
ESTATES #1 REPLAT G.**

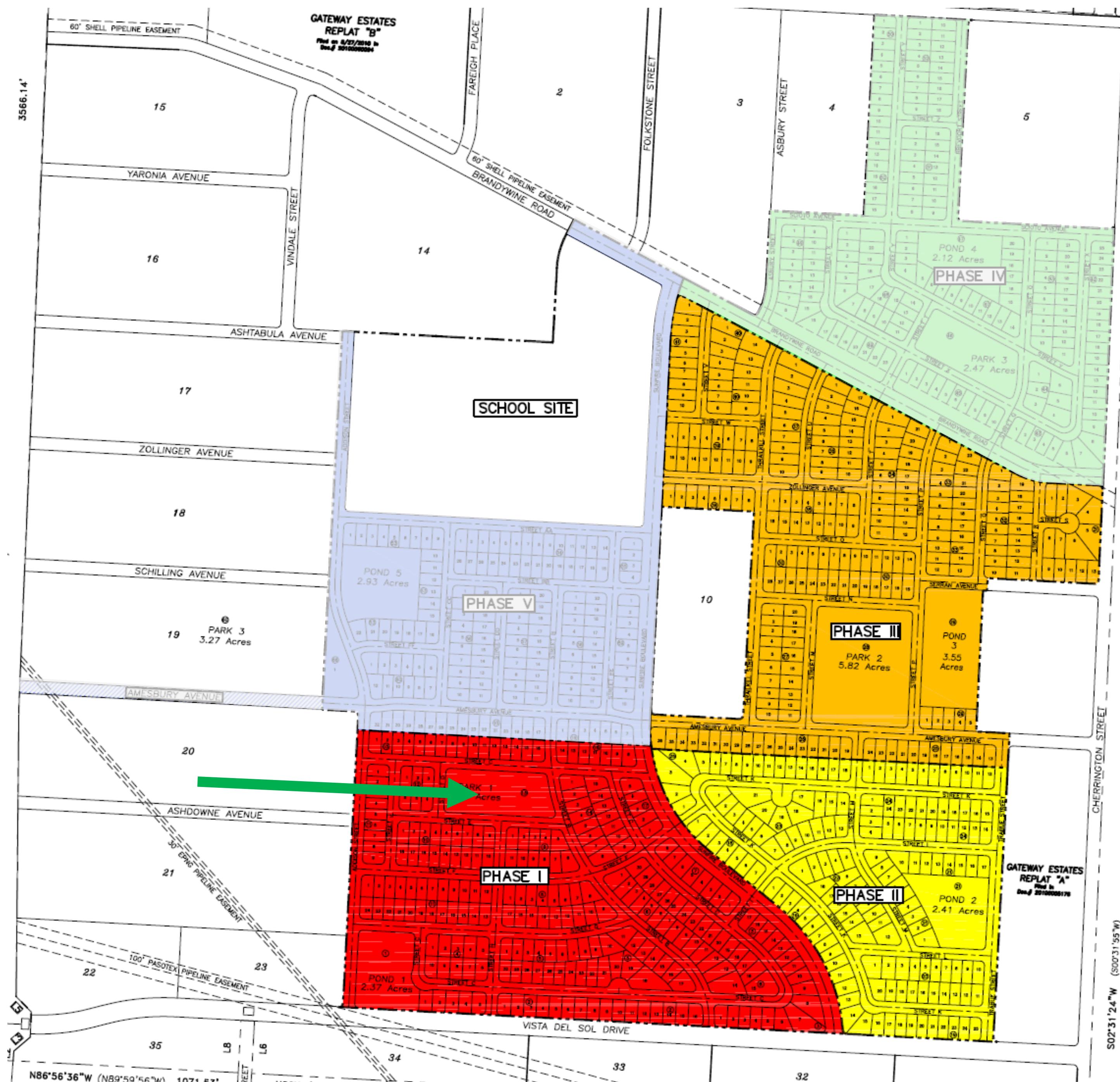
**SECURITY MAY BE SUBMITTED BY DEVELOPER**

# GATEWAY ESTATES LAND STUDY

**REPLAT F**

**REPLAT G**

**REPLATH**



**1 CITY SHALL NOT BEAR ANY COSTS**

**2 DEVELOPER AGREES TO PAY COST FOR:**

TITLE SEARCH

PREPARATION OF DEED

RECORDING COSTS

PROPERTY TAXES UNTIL ACCEPTANCE OF PARK BY CITY

**3 PERFORMANCE BOND**

# THANK YOU

